

AGENDA
VILLAGE BOARD MEETING NO. 3307
September 23, 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 September 9, 2024.

V. PUBLIC COMMENTARY

VI. PRESENTATIONS / AWARDS

VII. PUBLIC HEARINGS

VIII. MAYOR'S REPORT

- A. Committee appointment of Colleen Tancredi as Vice-Chairperson to the Beautification Committee

Motion to appoint Colleen Tancredi as Vice-Chairperson of the Mundelein Beautification Committee.

- B. Resolution Approving and Authorizing the Execution of an Artwork Storage and Display License Agreement

Motion to adopt a Resolution Approving and Authorizing the Execution of an Artwork Storage and Display License Agreement with Tobin Fraley of Woodland Grove Photography.

- C. Ordinance Amending Chapter 5.98 of Mundelein Municipal Code - Video Gaming Terminals MPRD Steeple Chase Golf Course

Motion to pass an Ordinance amending Chapter 5.98 of the Mundelein Municipal Code to increase the number of authorized video gaming terminals within the Village of Mundelein

from eighty-eight (88) to ninety-one (91) as it relates to Mundelein Park & Recreation District's Steeple Chase Golf Club.

- D. Ordinance Amending Section 2.110.020, Prohibited Activities, of the Mundelein Municipal Code

Motion to pass an Ordinance Amending Section 2.110.020, Prohibited Political Activities, of the Mundelein Municipal Code.

IX. TRUSTEE REPORTS

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

1. 300 Townline Road - Advantage Material Handling - Special Use Permit and Variation

Motion to Authorize Staff to draft an Ordinance granting a Special Use Permit for a Heavy Retail, Rental, and Service Use and a Variation from Table 20.56-1 of Section 20.56.130 to permit a reduction in the number of required parking spaces at 300 Townline Road, with the conditions recommended by the Planning and Zoning Commission and outlined in this report.

2. 1355 – 1375 Wilhelm Road - Variation - Arts Studio Use

Motion to Authorize staff to draft an Ordinance granting a use variation to Table 20.40-1 of Section 20.40.020 to permit a baseball training facility and other future arts studio uses in the M-1 General Manufacturing Zoning District at 1355 - 1375 Wilhelm Road.

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

1. Auction of Surplus Public Works Equipment

Motion to pass an Ordinance approving the auction of surplus public works equipment at the Multi-Jurisdictional Municipal Consignment Online Auction.

2. 1-ton Dump Truck Upfitting

Motion to adopt a Resolution accepting a proposal and approving purchase order number 13875 for Monroe Truck Equipment, Inc. for upfitting of a 1-ton dump truck in the amount of \$93,506.00.

- C. Finance Committee (Schwenk, Juarez, Ross)

1. IRMA August 2024 Deductible

Motion to approve purchase order number 14213 in the amount of \$23,031.74 to IRMA-Intergovernmental Risk Management Agency for the 2024 August Deductible.

2. Governing Body

Motion to approve the payment of bills, as indicated in the Governing Body Report for the period between September 10, 2024, and ending September 23, 2024, in the amount of \$793,150.25.

3. Governing Body - AT&T

Motion to approve the payment of bills, as indicated on the report dated 09/23/24.

DATE	VENDOR	AMOUNT
09/23/24	AT&T	\$2,371.21
09/23/24	AT&T Mobility	\$6,257.48

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

1. Approval for the purchase order for payment of GEMT funds to the Illinois Department of Healthcare / Family Services

Motion to approve purchase order number 14188 and payment in the amount of \$429,783.18 to the Illinois Department of Health Care and Family Services.

E. Building Committee (Juarez, Ross, Wilson)

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

1. 2025 (FY26) Design Engineering Services - Infrastructure

Motion to authorize the Director of Public Works and Engineering to sign the proposal for design engineering services agreement for the 2025 Street and Infrastructure Improvement Project and approve purchase order number 14177 for Gewalt Hamilton Associates, Inc. in the amount of \$86,482.00.

G. Other Reports

X. SCHEDULED BUSINESS

- A. Omnibus Vote Items

XI. VILLAGE STAFF REPORTS

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

XII. EXECUTIVE SESSION

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

D. Action from Executive Session

XIII. OTHER BUSINESS

XIV. ADJOURNMENT

A. Motion to Adjourn the Regular Board Meeting

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

CALL TO ORDER

The 3306th Regular Meeting of the Board of Trustees of the Village of Mundelein was held on September 9, 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 Cahill, Village Administrator Guenther, Assistant Village Administrator Monroe, Finance Director Miller, Fire Chief Lark, Police Chief Seeley, Building Department Director Sellas, Community Development Director Orenchuk, General Services Superintendent Carrier

ABSENT: Public Works and Engineering Director Boeche

PLEDGE OF ALLEGIANCE

Mayor Lentz led the Pledge of Allegiance.

MINUTES APPROVAL

Motion to approve the Board of Trustees Regular meeting minutes from August 26, 2024.

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

PUBLIC COMMENTARY

Chris Woodward, member of the Arts Commission, spoke about the upcoming third Lure of the Local Art event starting Friday, September 13, 2024. This event will go on for 9 weekends with special events each weekend. Tonality Brewing is the presenting sponsor

this year; the event will be held at a different location--the ABC Building (Tighthead's location). We want to be known as the community that supports the arts. She thanked the volunteers and Public Works for all their work--they made it all happen.

Several residents (Shaunna Patterson, Susan Myers, Ravi Theegala, Rajesh Gubba) from the Lakewood Village subdivision voiced their complaints, concerns, and disappointment regarding the past weekend's Rise concert. The noise, the ongoing music and noise from the cleanup crew after the agreed upon end time (10:00 PM), and the odor of cannabis was not appreciated. The children in that community are negatively affected by school being the next day--moving the event to Friday/Saturday instead of the current Saturday/Sunday would help a great deal; moving to the summer months would be preferable with a 9:30 PM end time. More police presence and better responses from non-emergency dispatch is desirable. There is also concern about real estate values and how this affects the wildlife. The residents were pleased with the no-parking signs but felt bad that their neighborhood had to be "protected".

Administrator Guenther commented that there were several changes made to this event based on comments and complaints from last year's event. The stage location was moved. AI programs were instituted to monitor noise levels along with police using decibel meters. Continuous tweaks will be made based on this year's input from residents. Mayor Lentz agreed, saying that everything is on the table and the noise until 1:00 AM is not acceptable. He apologized to those residents.

PRESENTATIONS / AWARDS

There were no presentations or awards.

PUBLIC HEARINGS

There were no public hearings.

MAYOR'S REPORT

Resolution Appointing Jenny Ross as the Chairperson of the Beautification Committee

Motion to approve the Committee's appointment of Jenny Ross as Chair of the Beautification Committee.

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

Resolution Designating an Authorized Agent to the Illinois Municipal Retirement Fund

for the Village of Mundelein

Motion to adopt a Resolution Designating an Authorized Agent to the Illinois Municipal Retirement Fund for the Village of Mundelein.

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

Resolution Approving the Second Amendment to Purchase and Sale Agreement Between the Village of Mundelein and Fenton Brewing

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

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

Trustee Schwenk asked if this was going to be the last amendment to this agreement, saying he understood the basis of the previous issues. Administrator Guenther said that there is no way for sure to say this will be the last, but the Village has made it clear that we want to get this closed and done. Trustee Schwenk replied that ultimately the Board will be deciding this.

Voting Delegate for the 2024 Illinois Municipal League Annual Conference

Motion to adopt a Resolution designating Trustee Jenny Ross as the alternate delegate for the Village of Mundelein to the 2024 Illinois Municipal League Annual Conference.

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

TRUSTEE REPORTS

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

Courtland Park Construction (Courtland Commons) - Synergy Construction Change Order

Motion to approve a change order to the contract between Village of Mundelein and Synergy Construction Group to an additional \$45,271.00 taking the total contracted amount from \$1,275,327 to \$1,303,488 with a remaining balance of \$119,534.47 to be paid at a future date and approval of Purchase Order Number 12834 in the amount of \$320,158.97.

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

Business Incentive Grant - Tropical Smoothie Cafe - 518 Townline Road

Motion to approve resolution for a Business Incentive Grant relating to exterior improvements for Tropical Smoothie Cafe, for the property located at 518 Townline Road, Mundelein, Illinois.

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

Preliminary and Final Plats - Springs at Mundelein

Motion to adopt a Resolution Approving a Preliminary Plat of Subdivision of Springs at Mundelein and a Final Plat of Subdivision of Springs at Mundelein.

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

Resolution approving a S.T.A.R. Grant application for the property located at 510 North Lake Street, Mundelein, Illinois Under the Mundelein Economic Development Incentive Program

Motion to adopt a Resolution Approving a S.T.A.R. Grant relating to music equipment, licensing, and marketing for Stankovic Music Learning Center at 510 North Lake Street, Mundelein, Illinois, in an amount not to exceed \$2,500.

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

Mayor Lentz commented that this was a wonderful family business.

Trustee Wilson spoke about the EDC's upcoming Back-To-Business mixer being held on October 3, 2024 on the Village Hall's south patio (weather permitting).

Public Works Committee (Ross, Meier, Lambert)

Street Lighting-Hammond Street Project

Motion to approve purchase order number 14160 for Elmund & Nelson Co. for \$32,500.00.

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 August 27, 2024, and ending September 9, 2024, in the amount of \$1,086,325.38.

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 09/09/24.

DATE	VENDOR	AMOUNT
09/09/2024	AT&T	\$628.06

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 Meier

Public Safety Committee (Lambert, Wilson, Juarez)

Fire Chief Lark reminded everyone about the upcoming open house on September 29, 2024, from 10:00 AM to 1:00 PM at Fire Station #1. They had a very successful blood drive with 71 units collected.

Building Committee (Juarez, Ross, Wilson)

No report.

Transportation & Infrastructure Committee (Meier, Lambert, Schwenk)

No report.

Other Reports

No report.

SCHEDULED BUSINESS

Omnibus Vote Items

Brick Paver Purchase

Motion to approve purchase order number 14137 for Northfield Block Company for \$48,225.00.

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

IRMA July 2024 Deductible

Motion to approve purchase order number 14163 in the amount of \$30,366.47 to Intergovernmental Risk Management Agency (IRMA) for the July 2024 Deductible.

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

VILLAGE STAFF REPORTS

Village Administrator

No report.

Village Attorney

No report.

Village Clerk

No report.

EXECUTIVE SESSION

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

Motion to reconvene Village Board Meeting

Attendance

Action from Executive Session

OTHER BUSINESS

None.

ADJOURNMENT

Motion to Adjourn the Regular Board Meeting

Motion to Adjourn the Regular Board Meeting.

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

The Regular Board Meeting adjourned at 7:45 PM.

Village Clerk

To: Mayor and Board of Trustees

From: Tami Schafernak, Administrative Assistant
Lynne Monroe, Assistant Village Administrator

For: Village Board Meeting of September 23, 2024

Subject: Committee appointment of Colleen Tancredi as Vice-Chairperson to the Beautification Committee

Financial Impact:

N/A

Attachments:

None

Background:

The Beautification Committee calls for a Chairperson and Vice-Chairperson per ordinance. Trustees Ross and Lambert were Co-Chairs. When Trustee Lambert resigned the committee, Jenny Ross became Chairperson and that left the Vice Chairperson role vacant. A motion at the Beautification Committee meeting nominated Colleen Tancredi as Vice-Chair, to be appointed by the Mayor and trustees.

Recommendation:

Motion to appoint Colleen Tancredi as Vice-Chairperson of the Mundelein Beautification Committee.

I hereby certify that the attached is an original of
Resolution No. R-24-09-54
that said Resolution was adopted on **September 23, 2024**,
that it was posted in the Village Hall commencing on
9/24/2024 and for at least 10 days
thereafter. Copies are available for public inspection
upon request of the Village Clerk.

Village Clerk

RESOLUTION NO. R-24-09-54

RESOLUTION APPOINTING COLLEEN TANCREDI AS VICE-CHAIRPERSON OF THE MUNDELEIN BEAUTIFICATION COMMITTEE

WHEREAS, Ordinance 21-11-79, an Ordinance Establishing the Beautification Committee, created the Beautification Committee; and

WHEREAS, Section 2.114.070 - Officers of the Committee - authorized the Village President to appoint a Chairperson and Vice-Chairperson to the Beautification Committee; and

NOW, THEREFORE BE IT RESOLVED, BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF MUNDELEIN, LAKE COUNTY, ILLINOIS, that Colleen Tancredi is hereby appointed as the Vice Chairperson of the Mundelein Beautification Committee effective September 24, 2024.

XXXX this 23rd day of September 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, September 23, 2024

APPROVED: Monday, September 23, 2024

ATTEST: _____

Village Clerk

To: Mayor and Board of Trustees

From: Tami Schafernak, Administrative Assistant
Lynne Monroe, Assistant Village Administrator

For: Village Board Meeting of September 23, 2024

Subject: Resolution Approving and Authorizing the Execution of an Artwork Storage and Display License Agreement

Financial Impact:

N/A

Attachments:

1. R-24-09-55 - Exhibit A - License Agreement-Artwork Storage Display

Background:

Mr. Tobin Fraley leases space at the Archer Business Center. Over the years, he was also given verbal permission to hang his artwork in the common areas. Due to the Lure of the Local, Mr. Fraley was asked to remove his artwork for other artists' displays. The agreement allows him temporary storage of artwork pieces, at no cost. The use of storage space will end after the conclusion of Lure of the Local. Future display of his artwork is being limited and will require Village approval. Limitation of his display allows for other artists' work to be displayed if requested. The agreement further places a timeframe on removal, formalizing the Village's ownership and use of common space for other needs that may arise.

Recommendation:

Motion to adopt a Resolution Approving and Authorizing the Execution of an Artwork Storage and Display License Agreement with Tobin Fraley of Woodland Grove Photography.

I hereby certify that the attached is an original of
Resolution No. R-24-09-55
that said Resolution was adopted on **September 23, 2024**,
that it was posted in the Village Hall commencing on
9/24/2024 and for at least 10 days
thereafter. Copies are available for public inspection
upon request of the Village Clerk.

Village Clerk

RESOLUTION NO. R-24-09-55

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN ARTWORK STORAGE AND DISPLAY LICENSE AGREEMENT

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 Artwork Storage and Display License Agreement (Tobin Fraley of Woodland Grove Photography – 161-169 North Archer 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 Artwork Storage and Display License Agreement (Tobin Fraley of Woodland Grove Photography – 161-169 North Archer Avenue) between the Village of Mundelein and Tobin Fraley, a copy of which is attached hereto and made a part hereof as **Exhibit A**, is hereby approved.

SECTION II. That the Agreement is hereby approved, our attorney has reviewed and approved the Agreement, and the Village Administrator is hereby authorized and directed to execute the Agreement on behalf of the Village.

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

President

ADOPTED: Monday, September 23, 2024

APPROVED: Monday, September 23, 2024

ATTEST: _____

Village Clerk

ARTWORK STORAGE AND DISPLAY LICENSE AGREEMENT

This Artwork Storage and Display License Agreement (the “License Agreement”) is made this 23rd day of September, 2024 (“Effective Date”), by and between Tobin Fraley, individually (“Licensee”), having an address at 26680 North Circle Drive, Mundelein, Illinois 60060, and Village of Mundelein, an Illinois municipal corporation (“Licensor”), having an address of 300 Plaza Circle, Mundelein, Illinois 60060. Both Licensee and Licensor may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, Licensor is the owner of the premises located at the commonly known address of 161-169 North Archer Avenue in Mundelein, Illinois (the “Leaseable Area”).

WHEREAS, Licensee and Licensor are parties to a commercial lease agreement dated November 24, 2019, and any amendments thereto (the “Lease”).

WHEREAS, pursuant to the Lease, Licensee operates a photography business at the commonly known address of 169 North Archer Avenue in Mundelein, Illinois (the “Business Premises”). Licensee additionally utilizes certain storage space at the commonly known address of 165 North Archer Avenue in Mundelein, Illinois and as outlined on **Exhibit A** (the “Storage Premises”).

WHEREAS, Exhibit G of the Lease provides Licensor with the authority to unilaterally regulate the “rugs, artwork, carpeting, furniture and other items placed out for drying, storage or display in common areas including the entry lobby areas,” within the Business Premises.

WHEREAS, Licensor shall grant a license to Licensee to store certain artwork belonging to Licensee (the “Artwork”) in the Storage Premises (“License A”) as generally depicted in **Exhibit A** attached hereto and incorporated herein by reference in order for Licensor to host upcoming events in the Leaseable Area. Upon expiration of License A, Licensor shall grant a license to Licensee to display the Artwork in the common areas (the “Common Areas”) of the Business Premises (“License B”).

WHEREAS, this License Agreement shall help form a mutual understanding as to the temporary storage of Licensee’s Artwork as well as Licensee’s subsequent clearance to display Artwork.

NOW, THEREFORE, for good and valuable consideration Licensee and Licensor agree to the following:

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference, as if set forth in their entirety in the body of this License Agreement.
2. **Grant of License A.** Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, a non-exclusive, temporary, personal, and non-transferable license to store the Artwork in the Storage Premises. The term of License A shall commence upon the Effective Date and apply continuously until expiration on November 30, 2024 at 11:59 P.M. CST. Licensee accepts the Storage Premises in its current “AS-IS, WHERE-IS” condition and Licensor makes no

representations or warranties regarding the condition of the Storage Premises. Licensee shall make no alterations, improvements, or additions to the Storage Premises, except to store Artwork.

3. Grant of License B. Upon the expiration of License A, Licenser hereby grants to Licensee, and Licensee hereby accepts from Licenser, a non-exclusive, revocable, personal, and non-transferable license to display certain Artwork in the Common Areas. All Artwork to be displayed by Licensee shall be subject to Licenser's approval. Licenser may disapprove of certain Artwork for any reason, including the placement or location of the Artwork within the Common Areas. Under License B, Licensee shall not be permitted to display more than twenty (20) individual pieces of Artwork at any given time, unless Licenser approves otherwise. If Licensee fails to remove any individual piece of Artwork at the request of Licenser following five (5) days' written notice, then License B may be revoked at the sole discretion of Licenser.

4. License Fee. There shall be no license fee charged to the Licensee for the right to use either License A or License B.

5. Permitted Use. Licenser hereby licenses and authorizes Licensee, and Licensee's invitees, employees, and agents ("Licensee Parties"), to enter upon the Storage Premises and use License A solely for the limited purpose of storing Artwork subject to the terms and conditions contained herein. License A and the Storage Premises shall be used only for the purposes set forth herein and any use inconsistent with said purpose shall render this Agreement and License A immediately revocable at Licenser's option. Additionally, Licenser hereby licenses and authorizes Licensee Parties to enter upon the Common Areas and use License B solely for the limited purpose of displaying Artwork subject to the terms and conditions contained herein. License B and the Common Areas shall be used only for the purposes set forth herein and any use inconsistent with said purpose shall render this Agreement and License B immediately revocable at Licenser's option. Licensee shall not use or permit upon the Leaseable Area anything that will invalidate any policies of insurance now or hereafter carried on the Leaseable Area or that will increase the rate of insurance on the Leaseable Area. Licensee will not use or permit upon the Leaseable Area anything that may be dangerous to life or limb or in any manner deface or injure the Leaseable Area, or any part thereof. Licensee shall not do anything or permit anything to be done upon the Leaseable Area that in any way tends to create a nuisance, disturbs the conduct of any other nearby business, violates any applicable law, regulation, or ordinance, or injures the reputation of Licenser.

6. No Bailment. No bailment is created by this License Agreement or the use of the Leaseable Area by Licensee. Licenser and Licenser's employees, contractors, agents, property managers, and affiliates are not insurers and shall not be responsible for any loss, collision, fire, theft, accident, or damage to any personal property of Licensee or Licensee Parties.

7. Indemnity. Licensee is solely responsible and liable for its use, and the use by the Licensee Parties of the Leaseable Area during the term of this License Agreement, and is solely responsible and liable for its employees, invitees, and agents. Licensee shall, in addition to any other obligation to indemnify Licenser, and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless Licenser, its property manager and other agents, and employees, from and against any and all claims, actions, liabilities, losses (including economic losses), costs, expenses and

liens, including but not limited to reasonable attorneys' fees and court costs, arising out of any actual or alleged: (a) bodily injury, death, or injury to, or destruction of, tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Licensee or the Licensee Parties; and/or (b) violation(s) of any law, statute, ordinance, governmental administration order, rule, regulation resulting from the Special Event or use of the Leaseable Area by Licensee.

8. Condition of Storage Premises. Licensee shall return the Storage Premises to Licensor in the same or better condition as prior to Licensee's use of the Storage Premises, pursuant to this License Agreement. Licensor shall have authority to require Licensee, at its sole cost, to provide and pay for any necessary cleaning of the Storage Premises, so that the Storage Premises is in good condition upon expiration of License A.

9. Notices. Any notice required to be provided under this License Agreement shall be sent by Federal Express courier service or similar courier service to the address of the party as first stated hereinabove, or such other address as such party may designate by written notice to the other party.

10. Miscellaneous. This License Agreement constitutes the entire agreement between the parties and all statements, representations, and any prior agreements, whether the same may be verbal or written, are hereby merged herein. This License Agreement shall be governed by and construed under the laws of the State of Illinois, excluding any conflicts of law principles and venue for the enforcement of the same shall be in Lake County, Illinois. No modification, waiver, or amendment of this License Agreement shall be binding upon the parties unless authorized in writing and signed by both parties. Licensor and Licensee each represent and warrant that they have full authority to enter into this License Agreement and that the person executing this License Agreement on behalf of such party is authorized to do so. This License Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which when affixed together shall constitute but one and the same instrument. The parties hereby agree signatures exchanged via facsimile, email and/or electronically shall be deemed original signatures for all purposes. Nothing herein shall be construed to create any relationship or contractual obligation other than that of Licensor and Licensee. Time is of the essence for the performance of all terms and obligations required under this License Agreement. If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain unimpaired and in full force and effect.

AGREED AND ACCEPTED

LICENSOR:
VILLAGE OF MUNDELEIN

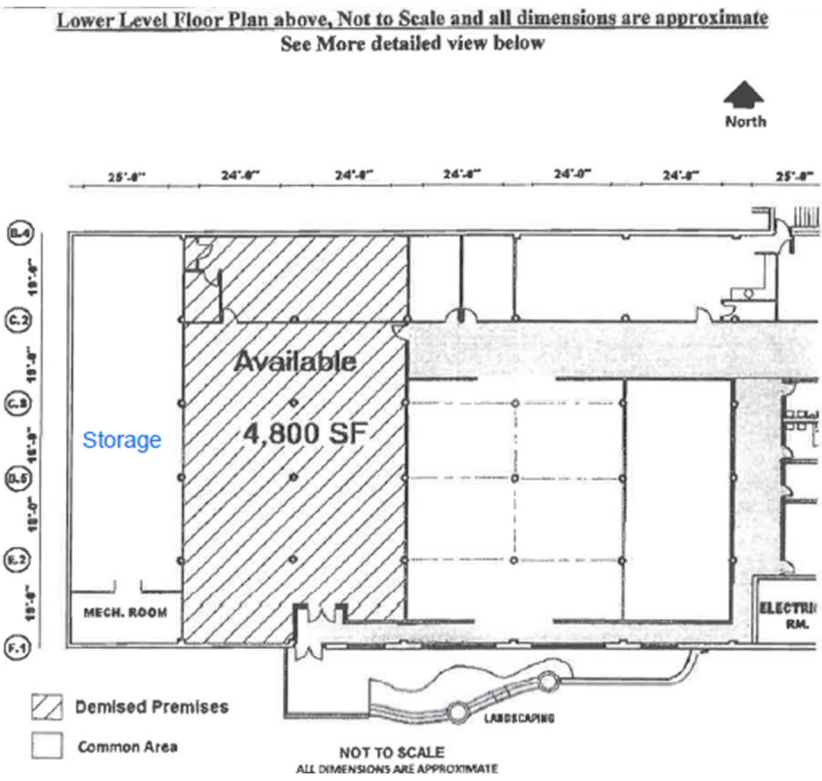
LICENSEE:
TOBIN FRALEY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A

Storage Premises (indicated below)



To: Mayor and Board of Trustees

From: Wendy Whitaker, Customer Service Supervisor
Lynne Monroe, Assistant Village Administrator

For: Village Board Meeting of September 23, 2024

Subject: Ordinance Amending Chapter 5.98 of Mundelein Municipal Code - Video Gaming
Terminals MPRD Steeple Chase Golf Course

Financial Impact:

N/A

Attachments:

None

Background:

Mundelein Park & Recreation District's Steeple Chase Golf Club has received a State Gaming License and has applied for a Village Gaming License to add 3 video gaming terminals with their golf simulators at 200 La Vista Lane.

Recommendation:

Motion to pass an Ordinance amending Chapter 5.98 of the Mundelein Municipal Code to increase the number of authorized video gaming terminals within the Village of Mundelein from eighty-eight (88) to ninety-one (91) as it relates to Mundelein Park & Recreation District's Steeple Chase Golf Club.

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 September 23, 2024 the Corporate Authorities of such Village passed and approved:

Ordinance No. O-24-09-42
which is entitled

Ordinance Amending Chapter 5.98 of Mundelein Municipal Code - Video Gaming Terminals MPRD Steeple Chase Golf Course

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 9/24/2024, 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 9/24/2024.

Village Clerk

ORDINANCE NO. O-24-09-42

AN ORDINANCE AMENDING CHAPTER 5.98 OF THE MUNDELEIN MUNICIPAL CODE TO INCREASE THE TOTAL NUMBER OF AUTHORIZED VIDEO GAMING TERMINALS BY THREE (3) TERMINALS WITHIN THE VILLAGE OF MUNDELEIN AS IT RELATES TO THE MUNDELEIN PARK AND RECREATION DISTRICT'S STEEPLE CHASE GOLF COURSE

WHEREAS, the Board of Trustees has determined that it is in the best interests of the Village to amend Section 5.98.040 of the Mundelein Municipal Code to increase the number of authorized video gaming terminals within the Village of Mundelein from eighty-eight (88) to ninety-one (91) as it relates to an addition of 3 gaming terminals at the: Mundelein Park & Recreation District's Steeple Chase Golf Course at 200 La Vista Drive.

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.

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

SECTION I. Section 5.98.040, License required, is hereby amended to increase the number of authorized video gaming terminals within the Village of Mundelein from eighty-eight (88) to ninety-one (91) and shall henceforth read as follows:

Section 5.98.040 - License required.

No person shall keep or display for operation or patronage by the public within this Village any video gaming terminal without having first obtained a written license therefor from the Village, which license shall be hung in plain view in a conspicuous place on the licensed premises, and such posted license shall include the number of video gaming terminals licensed on such premises. It shall be a prerequisite to any such video gaming terminal license issued by the Village that such an establishment keeping the video gaming terminal have in place the following licenses:

- (1) A valid license from the Illinois Gaming Board for each such device; and
- (2) If alcoholic liquor is drawn, poured, mixed, or otherwise served for consumption on the premises, (a) a valid State of Illinois liquor license issued by the Illinois Liquor Commission; and (b)(i) a valid Class A or Class A1 liquor license for service of alcoholic liquor on the premises issued by the Mundelein Liquor Control Commissioner, provided that such license was originally issued or is a renewal of a license originally issued prior to May 1, 2019; or (b) (ii) a valid Class H, Class VG, or Class VG1 liquor license for service of alcoholic liquor on the premises issued by the Mundelein Liquor Control Commissioner.

The revocation, loss or suspension of any license set forth in subsections (1), (2)(a), (2)(b)(i) or (2)(b)(ii) of this section shall automatically result in the revocation, loss, or suspension of the Village video gaming terminal license issued hereunder, without refund of any license fee, for all video gaming

terminals licensed for the establishment.

There shall be no more than a total of ninety-one (91) video gaming terminals in operation within the Village at any one time.

SECTION II. Severability. If any section, clause, paragraph, or provision of this Ordinance shall be found invalid by a court of competent jurisdiction, such judgment shall not affect, impair, invalidate, or nullify the remainder of this Ordinance, but only that part is found invalid by such court.

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 provided by law.

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

President

ADOPTED: Monday, September 23, 2024

APPROVED: Monday, September 23, 2024

ATTEST: _____

Village Clerk

To: Mayor and Board of Trustees

From: Tami Schafernak, Administrative Assistant
Lynne Monroe, Assistant Village Administrator

For: Village Board Meeting of September 23, 2024

Subject: Ordinance Amending Section 2.110.020, Prohibited Activities, of the Mundelein Municipal Code

Financial Impact:

N/A

Attachments:

None

Background:

Our current ordinance regarding prohibited political activities is based on a version prepared by the Illinois Attorney General's office after the State ethics act was passed years ago, and requires clarity regarding the use of Village property. The Village ordinance is being amended to make it more clear and follow the statutory language.

Recommendation:

Motion to pass an Ordinance Amending Section 2.110.020, Prohibited Political Activities, of the Mundelein Municipal Code.

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 September 23, 2024 the Corporate Authorities of such Village passed and approved:

Ordinance No. O-24-09-43
which is entitled

Ordinance Amending Section 2.110.020, Prohibited Activities, of the Mundelein Municipal Code

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 9/24/2024, 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 9/24/2024.

Village Clerk

ORDINANCE NO. O-24-09-43

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

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

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

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

A. No officer or employee shall intentionally perform any prohibited political activity during any compensated time, as defined herein. No officer or employee shall intentionally use misappropriate any property or resources of the Village of Mundelein in connection with any prohibited political activity.

SECTION II: If any section, paragraph, subdivision, clause, sentence, or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such a judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION III: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

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

President

ADOPTED: Monday, September 23, 2024

APPROVED: Monday, September 23, 2024

ATTEST: _____

Village Clerk

To: Mayor and Board of Trustees

From: Isabel Guadarrama
Erin Swanson, Administrative Assistant
Amanda Orenchuk, Director of Community Development

For: Village Board Meeting of September 23, 2024

Subject: 300 Townline Road - Advantage Material Handling - Special Use Permit and Variation

Financial Impact:

N/A

Attachments:

1. Findings of Fact - Special Use
2. Findings of Fact - Variance
3. Location Map - 300 Townline Road
4. Special Use Application
5. Floorplan
6. Sign Plan
7. Variance Application
8. ALTA Survey
9. Photos

Background:

The Community Development Department received a Special Use Permit and Variation application from Advantage Material Handling, requesting relief from the minimum parking requirements to operate a Forklift Retail, Rental, and Service Facility at 300 Townline Road. For many years, the subject property was used by Century Tile as a retail showroom, contractor storage yard, and warehouse. In 2020, the property was sold and occupied by the Lake County Lightning, who used it as an indoor baseball practice facility (a permitted use in the C-4 Zoning District). They were later granted a variance to allow for an indoor storage yard to lease to third-party contractors. The property has been vacant since these entities left.

The property features two buildings. The 21,460-square-foot principal building is located on the southern end of the property and is visible from the main road. The second building, a 12,000-square-foot warehouse, is situated to the north of the principal building and is largely screened from

the main roads.



Figure 1: Primary Structure



Figure 2: Secondary Structure

Advantage Material Handling, the prospective owner and petitioner, is seeking to purchase the property and relocate their business from 900 Tower Road to the subject property. The petitioner has indicated that if the special use permit is not granted, they will be forced to look for properties elsewhere.

Neighboring Properties:

- North: M-1, General Manufacturing (Bridge Point Mundelein)
- South: R-1, Single-Family Residential, and C-2, General Commercial (Professional Services)
- East: C-4, Shopping Center (Nikko's, and Salvation Army)
- West: M-1, General Manufacturing (Parking lot to Bridge Point Mundelein)

The subject property is currently zoned C-4, Shopping Center, a district intended to “preserve and provide for commercial uses located within a shopping center environment that serves both residents and the surrounding areas.” The existing building structures would remain and be repurposed for the new use. Minor work would be done on the exterior, such as removing overgrown vegetation and adding signage. Most of the renovation would be focused on the interior office spaces.

Special Use Permit Request

In accordance with Section 20.32.020, Table 20.32-1 of the Municipal Code, Heavy Retail, Rental, and Service uses require approval of a Special Use Permit within the C-4, Shopping Center Zoning District. The petitioner is requesting approval to open a forklift retail business at the subject property, which is intended to benefit from traffic exposure from IL Route 60 and 83. Their operation will specialize in

the rental, resale, service, and maintenance of forklifts, with the goal of becoming a manufacturer in the future.

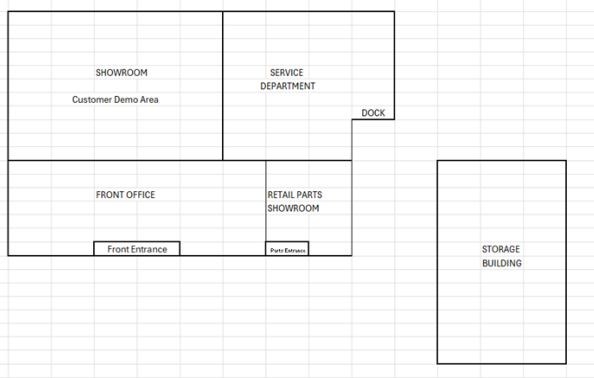


Figure 3: Proposed Floor Plan

All operations will take place inside the building structures. The main building will be divided into four areas: Front Office, Showroom, Service Department, and Retail Parts Showroom. The secondary building will be used for storage. The petitioner plans to use signage and windows to promote sales and inventory. When asked about outdoor storage and displays, the petitioner stated that they do not plan to use them. Their current location at 900 Tower Road had several violations related to outdoor storage, parking on grass, and work done without permits. The Department of Community Development has informed the petitioner that outdoor storage would require a separate Special Use Permit.



Figure 4: 2019 Google Street View of 900 Tower Road



Figure 5: Image provided by Code Enforcement



Figure 6: Image provided by Code Enforcement

Variation Request

The petitioner is requesting a variation from Table 20.56-1 of Section 20.56.130 to permit a reduction in the number of required parking spaces for Heavy Retail, Rental, and Service use. The Zoning Ordinance requires a minimum of 3 parking spaces per 1,000 square feet of Gross Floor Area (GFA), including outdoor sales and display areas. The total square footage of the buildings is 33,460 square feet. Since there will be no outdoor display areas, the property requires 100 parking spaces for this use. Currently, the property offers 38 parking spaces; therefore, the petitioner is requesting a 62% parking variance.

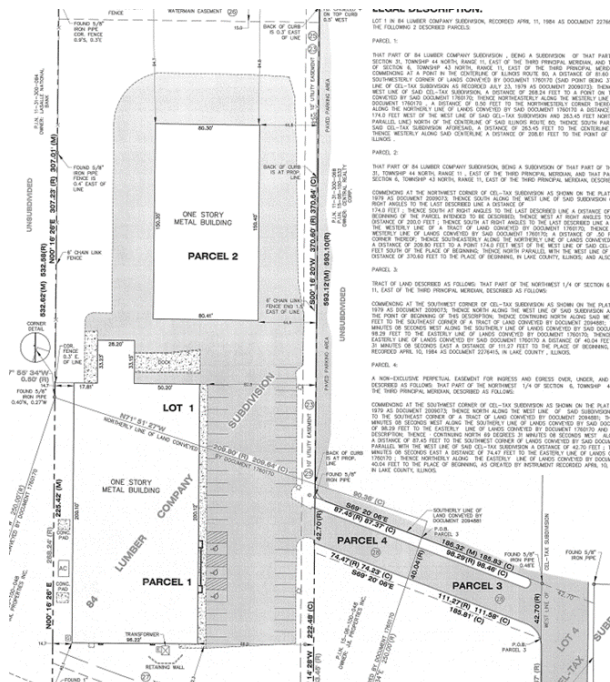


Figure 7: Plat of Survey

The petitioner believes that this amount of parking will be sufficient for day-to-day operations. Their current site at 900 Tower Road has 13 parking spaces and has worked for the number of employees and customers they get daily. The public will only have access to the main building at 300 Townline Road. The company employs 15 people and has around 5 walk-in customers daily, between the hours of 7 AM and 5 PM, Monday through Friday.

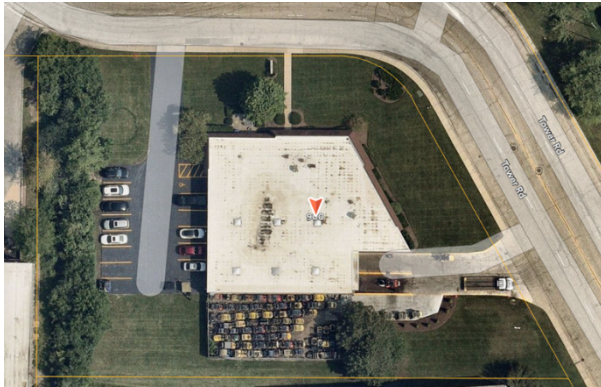


Figure 8: July 12, 2024, Nearmap Image of 900 Tower Road

Comprehensive Plan:

The Comprehensive Plan's Future Land Use Plan envisions the Subject Property for Auto-Oriented Small- to Mid-size Retail. The following economic development policies from the Comprehensive Plan are generally applicable to the proposed development:

- Promote the appropriate mix and intensity of non-residential uses in the various districts throughout the Village.
- Strengthen the role, function, and “uniqueness” of each development to maximize its competitive edge and market viability.
- Utilize a commercial “node” approach to locating commercial uses in the Village, rather than simple linear commercial development along the major corridors.
- Support and encourage an appropriate mix of retail, office, service commercial, and industrial activities to be organized by use and concentrated within or near areas of complementary uses.
- Accommodate renovation and redevelopment through an expedient and flexible, yet thorough, permitting process.

Planning and Zoning Commission:

The Planning and Zoning Commission held a public hearing to consider the special use and variance on September 4, 2024, and voted to recommend approval of the special use and variance.

The Planning and Zoning Commission recommended approval by a vote of 6 to 0 of the special use with the following conditions:

1. For as long as the retailer is operational, the applicant shall maintain a valid business registration with the Village.
2. There shall be no storage of vehicles, equipment, or materials unrelated to the business on this property.
3. No other entities or businesses, whether on-site or off-site, shall utilize either building for business or storage purposes other than the applicant.
4. No vehicles or equipment associated with the business shall be stored or displayed outside where they are visible from any public right-of-way.
5. Vehicle and equipment repair, enhancements, and maintenance shall take place within the confines of the buildings. No repair of vehicles or equipment is permitted outdoors.
6. A building permit shall be obtained for any new signage or enhancements to the property.
7. Manufacturing of vehicles and equipment is not currently a permitted use in the C-4 zoning district. The Petitioner shall contact the Village for guidance on any future business expansion.

Analysis:

The petitioner's request for a Special Use Permit is consistent with the Village's Comprehensive Plan. The proposed facility represents a reasonable use of an otherwise vacant property. The secondary building structure on the subject property was previously used for storage related to the principal use. The existing buildings were constructed to function as retail and storage facilities.

Furthermore, although the petitioner's variance request exceeds 60%, it is important to note that this property is adjacent to a commercial strip with an abundance of unused parking spaces. The petitioner could potentially lease some parking spaces from the adjacent property owner if their current site does not accommodate the required number of spaces. However, their current location at 900 Tower Road has shown that 13 parking spaces has been sufficient in accommodating their current operation.

Recommendation:

Motion to Authorize Staff to draft an Ordinance granting a Special Use Permit for a Heavy Retail, Rental, and Service Use and a Variation from Table 20.56-1 of Section 20.56.130 to permit a reduction in the number of required parking spaces at 300 Townline Road, with the conditions recommended by the Planning and Zoning Commission and outlined in this report.

FINDINGS OF FACT – SPECIAL USE PERMIT

1. Special Use – Heavy Retail, Rental, and Service in the C-4 (Shopping Center) District

CASE NUMBER	PZC-08-2024
PUBLIC HEARING DATE	September 4, 2024
MOTION	Motion by K. Anderson seconded by J. Holden to recommend approval of a Special Use Permit for heavy retail, rental and service on the property located at 300 Townline Road pursuant to Section 20.32.020, Table 20.32-1 of the Zoning Ordinance with conditions.
On September 4, 2024, the Planning and Zoning Commission voted 6 - 0 for approval of a Special Use Permit for heavy retail, rental and service on the property located at 300 Townline Road pursuant to Section 20.32.020, Table 20.32-1 of the Zoning Ordinance with conditions.	
<i>If applying for a rezoning, special use, major variation and/or planned unit development, the application for a Certificate of Compliance will be referred to the Planning & Zoning Commission and scheduled for the same public hearing as the application for rezoning, special use, major variation, and/or planned unit development. The Planning & Zoning Commission will submit a written report of its findings as to whether the proposed development is in compliance with the Appearance Code to the Village Board of Trustees. The Village Board of Trustees will consider the report within 60 days after it is submitted by the Planning & Zoning Commission to approve, approve with conditions, or deny the request.</i>	
1. The establishment, maintenance, and operation of the special use in the specific location proposed will not endanger the public health, safety, or general welfare of any portion of the community.	
The Commission finds that the establishment, maintenance, and operation of the special use in the specific location will not endanger the public health, safety, or general welfare of any portion of the community. The proposed use repurposes a vacant commercial property, will be maintained to code, and utilizes existing access points where traffic can safely navigate without congestion.	
2. The proposed special use is compatible with adjacent properties and other property within the immediate vicinity of the special use.	
The Commission finds that the proposed special use is compatible with adjacent properties. The property is adjacent to an auto-oriented commercial shopping center, an office and manufacturing campus, and open space. The residential properties located to the south are sufficiently buffered from the proposed use by the Route 60/83 right of way and the existing landscaping on the subject property.	
3. The special use in the specific location proposed is consistent with the spirit and intent of this Ordinance and the Village land use policies.	
The Commission finds that the special use at this location is consistent with the spirit and intent of the Ordinance and the Village land use policies. The Comprehensive Plan designates this area for small- and mid-sized auto-oriented retail: a designation in which this use is appropriate.	
4. The special use conforms to the applicable regulations of the zoning district in which it is to be located.	
The Commission finds that the special use conforms to all other applicable regulations of the zoning district in which it is to be located.	

FINDINGS OF FACT – VARIATION

2. Variation – Required Parking Spaces for Heavy Retail, Rental, and Service Use

CASE NUMBER	PZC-08-2024
PUBLIC HEARING DATE	September 4, 2024
VARIATION	Variation from Table 20.56-1 of Section 20.56.130 to permit a reduction in the number of required parking spaces for Heavy Retail, Rental, and Service use in the C-4 Shopping Center zoning district.
MOTION	Motion by J. Holden seconded by K. Anderson to recommend approval of a variation to Table 20.56-1 of Section 20.56.130 to permit a reduction in the number of required parking spaces for Heavy Retail, Rental, and Service use in the C-4 Shopping Center zoning district at 300 Townline Road.
On September 4, 2024, the Planning and Zoning Commission voted 6-0 for approval of a variation to Table 20.56-1 of Section 20.56.130 to permit a reduction in the number of required parking spaces for Heavy Retail, Rental, and Service use in the C-4 Shopping Center zoning district at 300 Townline Road.	
<i>No variation from the provisions of this Ordinance shall be granted unless the Zoning Administrator, Planning & Zoning Commission, and Village Board makes specific written findings based on the standards imposed by this section. These standards are as follows:</i>	
1. The strict application of the terms of this Ordinance will result in undue hardship;	
The strict application of the terms of this Ordinance would result in undue hardship for the Petitioner, as the property in question is existing and built as a low intensity commercial space. Subject Property is adjacent to a shopping center with extra parking spaces for the active commercial users. The strict application of the Ordinance would require the unit to remain vacant, until a permitted use with required number of parking spaces goes into the space.	
2. The plight of the owner is due to unique circumstances;	
The property is subject to unique circumstances, as the Zoning Ordinance does not anticipate for all unique uses and is due to factors outside of the control of the Petitioner and property owner. Despite the current number of parking spaces, all the past uses have not experienced parking issues. The Petitioner's low intensity use has managed to use less than the 13 parking spaces in their current location at 900 Tower Road.	
3. The variation, if granted, will not alter the essential character of the locality;	
The variation will not alter the essential character of the locality, as the use is consistent with the retail and service-oriented nature of other businesses found in the surrounding shopping center and the Townline Road area. This building has been occupied by commercial users in the past, including a tile, flooring, and carpet retailer.	
<i>The Zoning Administrator, Planning & Zoning Commission, and Village Board, in making its findings, may inquire into the following evidentiary issues, as well as any others deemed appropriate.</i>	
1. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship or difficulty to the owner would result, as distinguished from a mere inconvenience, if the strict letter of the regulations were to be carried out.	
The shape and size of the specific Subject Property and surrounding area impose a hardship on the property owner, as distinguished from a mere inconvenience, if the strict letter of the regulations is to be carried out. The strict application of the Zoning Ordinance would ultimately cause this property to remove greenery to accommodate parking or remain vacant until a use with the required parking spaces available comes in, despite the previous commercial uses operating out of the same building.	
2. The alleged difficulty or hardship has not been created by any person presently having a proprietary interest in the property in question.	
The alleged difficulty has not been created by the Petitioner or property owner, the previous tenants required parking spaces for areas accessible by the public, requiring less parking spaces than that required by the Heavy Retail, Rental, and Service uses where the number of parking spaces is based on the total floor square footage of both buildings.	
3. The granting of the variation will not be detrimental to the public welfare in the neighborhood in which the property is located.	
The variation will not be detrimental to the public welfare, as it will increase occupancy and foot traffic to an existing commercial area.	
4. The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or impair property values within the neighborhood.	

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

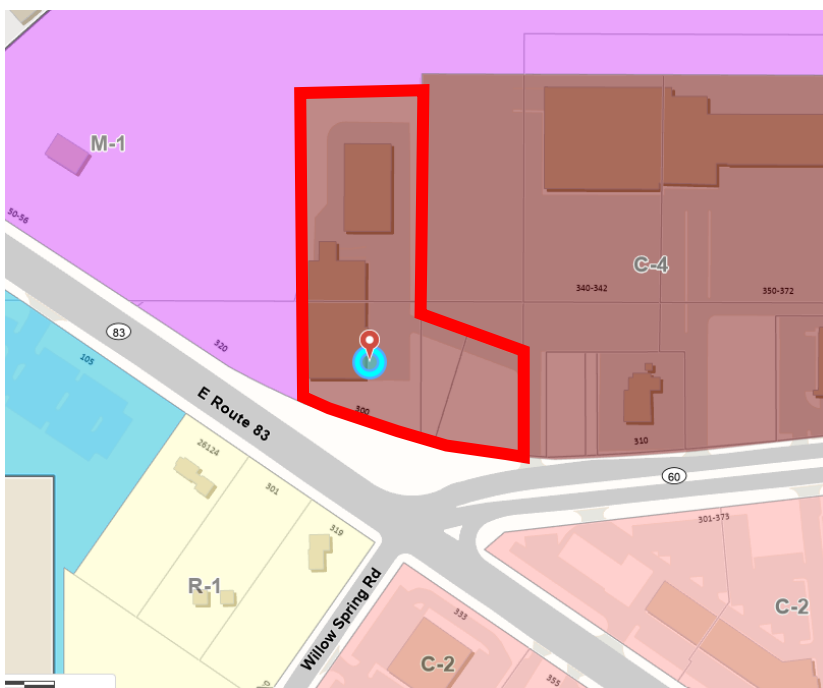
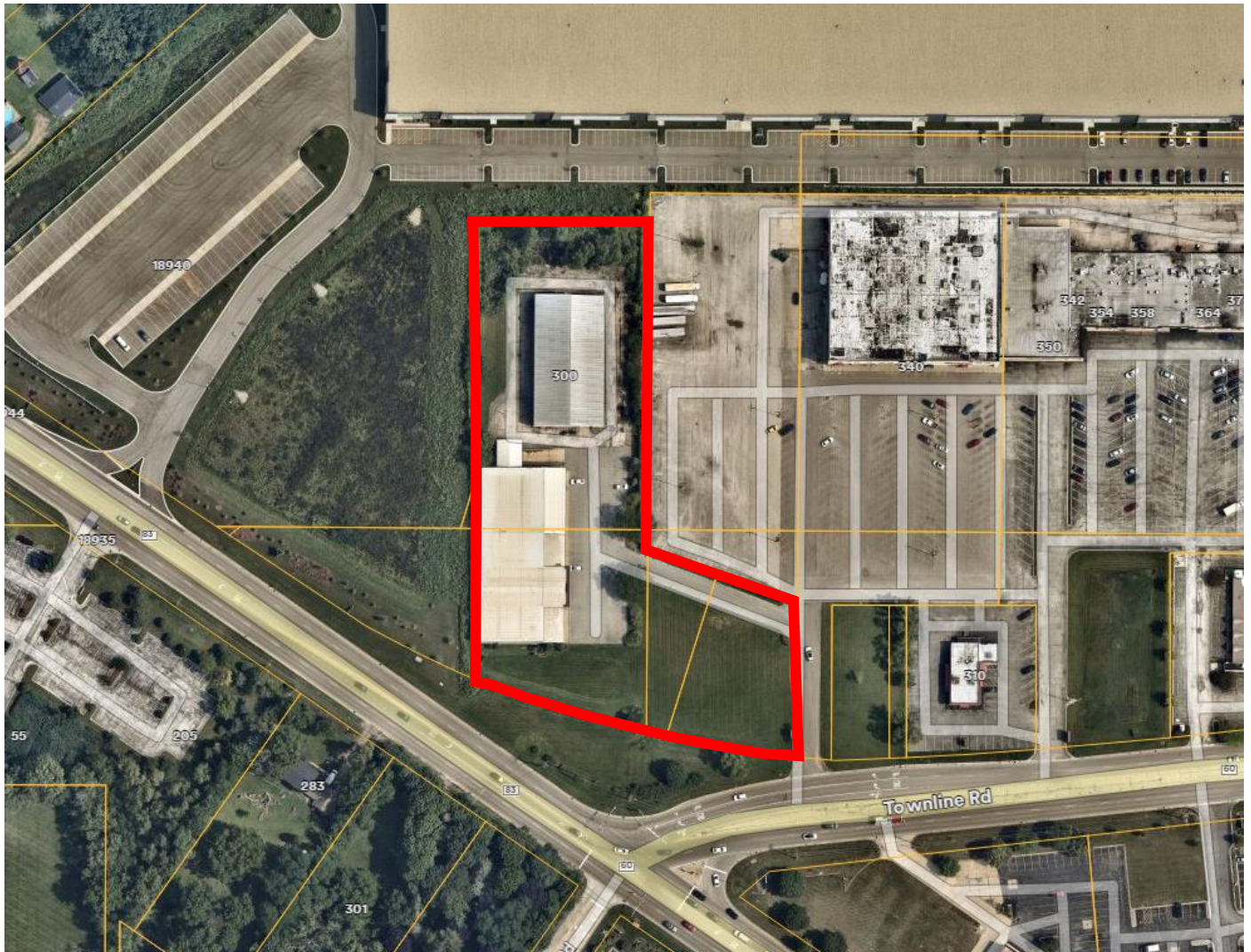
5. The proposed variation is consistent with the spirit and intent of this Ordinance and Village land use policies.

The proposed variation is consistent with the spirit and intent of this Ordinance and Village land use policies, as the Comprehensive Plan's Future Land Use Plan envisions the Subject Property for Auto-Oriented Small-to Mid-size retail and this is considered a small retail with heavy equipment.

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

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

Location Map: 300 Townline Road



Legend:



Subject Property

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

PROPERTY INFORMATION

Address 300 Townline Rd, Mundelein, IL
Property Index Numbers (PIN) 11-31-319-001

Size of Property 2.59 (sq. ft. / acres)

Size of Building Space 21,460 + 12,000 (sq. ft.)

Size of Space Utilized 33,460

ZONING

Current Zoning C4

Proposed Zoning N/A

Current Use Baseball Training

Proposed Use Forklift Retailer

PETITIONER INFORMATION

Business/Org. Name Advantage Material Handling

Name Scott Burkhalter

Title President

Address 900 Tower Rd

City, State, Zip Mundelein, IL 60060

Phone 847-223-0500

Email scott@advantagematerialhandling.com

Petitioner Status: ☒ Owner ☐ Lessee ☐ Contract Purchaser

PROPERTY OWNER INFORMATION

Business/Org. Name J. Fox Enterprises

Name Jerold Fox

Title President

Address 207 Peregrine Ln

City, State, Zip Hawthorn Woods, IL 60047

Phone 708-302-5557

Email jfox@bishdisplay.com

SECTION OF ZONING ORDINANCE: _____

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

See Attached

Description Of Proposed Zoning Variation:

Advantage Material Handling is a forklift retailer in the Materials Handling industry. We are looking at 300 Townline Rd in Mundelein, IL 60060 to grow our retail presence locally. This location provides traffic exposure from IL Rt 60 & 83 which would significantly increase our awareness to local businesses in need of equipment, service, and or rentals.

We refurbish used forklift equipment for resale, provide forklift service and maintenance, as well as renting forklifts. Our near future goal is to become a manufacturers dealer and sell new forklift equipment.

Standards For Granting a Special Use

- a. Our special use will not endanger the public health, safety, or general welfare of any portion of the community. We fully intend to use only the inside of the building to showcase our forklift equipment and display for our customers to view, as well as promote our service to customers with a visual experience of our professional capabilities. We will also display various forklift parts available for sale to our customers. Our intentions are to provide quality equipment and service to the surrounding businesses, and to offer a retail presence to the local consumers of Mundelein.
- b. This special use is compatible with adjacent properties and other properties within the immediate vicinity of the special use. The storefront appearance special use will follow suit to adjacent properties and will increase additional traffic flow and foot traffic to the community. Our presence will also benefit local businesses in the community as we will be able to offer our services and products to assist in their business practices.
- c. This special use in this location is consistent with the spirit and intent of the Ordinance and the Village land use policies. Our operations will take place inside the building as we intend to offer a display-like shopping experience to the consumer. The second building on the property will provide additional storage to keep all our products stored inside and out of eyesight.
- d. The special use does conform to the applicable regulations of the zoning district. Our goal is to establish a retail presence in the community by providing a one-stop-shopping experience for customers in need of forklifts and forklift parts. Quite often customers need a forklift or forklift parts immediately, and we want to be the only company in Mundelein who can provide these services.

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION

COUNTY OF LAKE)
STATE OF ILLINOIS)

I, Jerrold E Fox under oath, state that I am

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

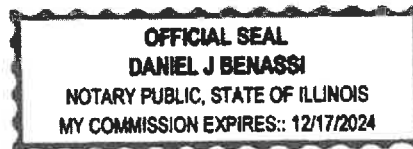
commonly described as (Address) 300 Townline Rd and that such property is owned by
(Printed Name) J Fox Enterprises LLC as of this date. As owner of the property, I do
hereby authorize N/A (Printed Name or Not Applicable) to represent me in the following
Planning and Zoning Commission/Village Board matter, _____
(Action).

Jerrold E Fox
Signature

Subscribed and sworn to before me

this 13th day of May, 2024

[Signature]
Notary Public Signature



SITE VISIT AUTHORIZATION

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

(Address) 400 Town Rd Mundelein IL 60060

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

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

Signature of Owner

Date

By

Title/Full Corporate Name

If Contract Purchaser:

Signature of Contract Purchaser

Date

By

Title/Full Corporate Name

If Lessee (Corporate or Partnership):

Signature of Lessee

Date

By

Title/Full Corporate Name

REQUIRED SIGNATURES

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

Signature (Owner): [Signature]

Date: 5/13/2024

Printed Name: Donald E. [Signature]

Title: President

Signature (Owner): _____

Date: _____

Printed Name: _____

Title: _____

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

Signature Contract Purchaser: [Signature]

Date: 5-29-24

Printed Name: Scott Burkhalter

Title: President

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

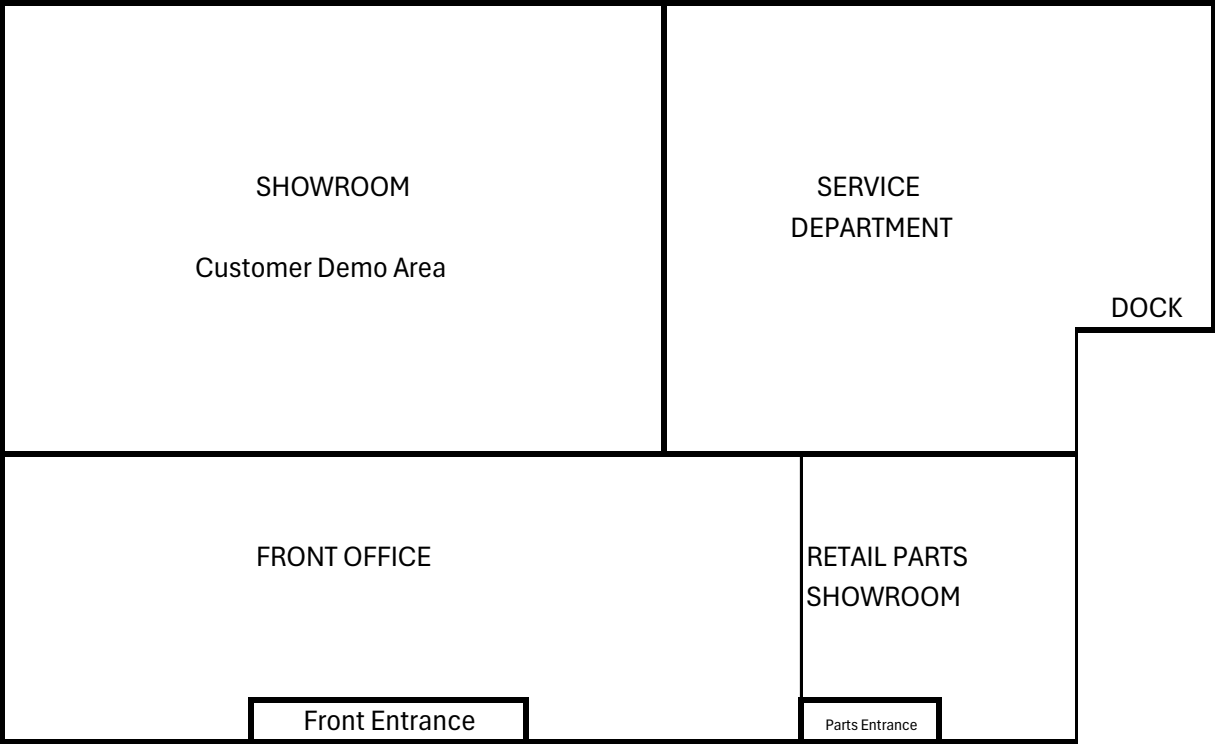
Signature Lessee: _____

Date: _____

Printed Name: _____

Title: _____

Advantage Material Handling
300 Townline Rd
Mundelein, IL 60060



Advantage Material Handling, Inc

Sign Plan for 300 Townline Rd

We will be looking to place signage in the same place currently being utilized at 300 Townline Rd. Below are some current pictures of the building with an explanation of our ideas below each picture.



1. We will create a sign similar to our logo above and place above the front door where The Bolt sign currently is placed.
2. We will utilize the windows and place vinyl sticker signs to promote Sales | Service | Rentals | Parts.



1. We will use the three windows and place vinyl stickers of various forklifts and or parts that we offer for sale.
2. We will consider mounting another company logo sign above the three windows or in place of the 30 Minute Workout sign that is currently on the building.



1. We will utilize the west end of the building facing Rt 83 and mount another company logo sign incorporating a forklift to represent our specific business. Currently there is a sign reading The Bolt.
3. We will also ask about promoting Sales | Service | Rentals | Parts on this side of the building.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

PROPERTY INFORMATION

Address 300 Townline Rd
Property Index Numbers (PIN) 11-31-319-001
Size of Property 113,068 / 2.59 (sq. ft./acres)
Size of Building Space 21,460 (sq. ft.)
Size of Space Utilized 21,460
Storage Building: 12,000 sq. ft.

PETITIONER INFORMATION

Business/Org. Name Advantage Material Handling
Name Scott Burkhalter
Title President
Address 900 Tower Rd
City, State, Zip Mundelein, IL 60060
Phone 847-223-0500
Email scott@advantagematerialhandling.com
Petitioner Status: ☒ Owner ☐ Lessee ☐ Contract Purchaser

ZONING

Current Zoning C4
Proposed Zoning C4
Current Use Baseball Program
Proposed Use Heavy equipment sales + service + rental

PROPERTY OWNER INFORMATION

Business/Org. Name JFox Enterprises, LLC
Name Jerry Fox
Title President
Address 207 Peregrine Ln
City, State, Zip Hawthorn Woods, IL 60047
Phone 708-302-5557
Email JFox@bishdisplay.com

SECTION OF ZONING ORDINANCE: Table 20.56-1

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

See attached

Description Of Proposed Zoning Variation

Advantage Material Handling is considering purchasing the property at 300 Townline Rd in Mundelein, IL. We are currently located at 900 Tower Rd in Mundelein, IL and we have outgrown our current facility. We are looking to move our business within Mundelein and continue servicing our local customer base.

Advantage Material Handling is a forklift retailer selling, servicing, and renting forklifts and related materials handling equipment. The property at 300 Townline Rd will triple our current building size, which will allow our operations to grow from an employee and sales revenue standpoint. The primary building is 21,460 sq ft which will be our main operations for sales staff and administration, parts department, and service department. The second building is 12,000 sq ft which will be strictly utilized to store equipment.

We are asking for a parking lot variance as the permitted zoning for our business calls for 100 spaces. We have 15 employees, and we see no more than 5 walk in customers daily. The current parking lot has 36 parking spaces, which is more than enough for our operations. Our business hours are 7am-5pm Monday through Friday.

Lastly, we will only be using the main building (21,460 sq ft) for operations and for our customers to purchase equipment and parts.

Thank you for your consideration.

Scott Burkhalter

President

STANDARDS FOR GRANTING A VARIATION

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

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

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

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

STANDARDS FRO GRANTING A VARIATION

- a. The terms of this Ordinance would require additional parking spaces that are not necessary for our operations. This would require a substantial financial burden that is not needed for our business to operate.
- b. Our unique circumstances are we only have 15 employees and experience no more than 5 walk-in customers daily.
- c. If granted the variance, it will not alter the essential character of the locality.

FOLLOWING EVIDENTIARY ISSUES

- a. The current conditions and spaces of the parking lot are ample for our needs. Additional spaces are unnecessary and will only turn the entire property into a parking lot.
- b. The alleged difficulty or hardship for additional parking spaces has not been created by Advantage Material Handling.
- c. Granting of this variation will not be detrimental to the public welfare.
- d. There will not be an adverse effect in adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase danger of fire, endanger the public safety, or impair property values within the neighborhood.
- e. The proposed variation for our operations is consistent with the spirit of intent of this Ordinance and Village land use policies.
- f. The value of the property will not be reduced if permitted.

Thank you for your consideration.

Scott Burkhalter

President































































To: Mayor and Board of Trustees

From: Jessica Marvin, Associate Planner
Erin Swanson, Administrative Assistant
Amanda Orenchuk, Director of Community Development

For: Village Board Meeting of September 23, 2024

Subject: 1355 – 1375 Wilhelm Road - Variation - Arts Studio Use

Financial Impact:

N/A

Attachments:

1. PZC Minutes - 09.04.2024
2. Findings of Fact
3. Location Map
4. Petitioner's Application

Background:

The building at 1355-1375 Wilhelm Road was constructed in 1987 and is within the Butterfield “60” Unit 3A Subdivision. (*Figure 1*). This is a multi-tenant building, current tenants including Audio Supply Inc., DBC Fulfillment Center Inc., and Windy City Deli Provisions. In June of 2024, Justin Litovsky, the owner of Ground Up Baseball, a baseball training facility, applied for a business registration to occupy a unit at 1355 Wilhelm Road. Staff denied the business registration because the arts studio use is not permitted within the General Manufacturing (M-1) Zoning District.

The arts studio use is categorized as an establishment where an art, type of exercise, or activity is taught or studied, such as dance, martial arts, gymnastics, or yoga. A baseball training facility would be classified as an art studio use since it is a type of activity taught and studied at the subject property. Spectator sports facilities open to the public are categorized differently as an indoor amusement facility, which is not permitted in the M-1 General Manufacturing Zoning District.

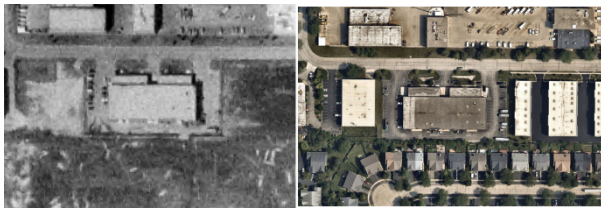


Figure 1. 1993 Aerial (left) and 2024 Aerial (right) of 1355-1375 Wilhelm Road.

Neighboring Properties:

- North: M-1, Private Utilities (North Shore Gas)
- South: R-4, Two-Family Residential
- East: M-1, Garage Condominium Facility (Big Door Mundelein)
- West: M-1, General Manufacturing (Crestwood Industries)

The subject property is currently zoned M-1 General Manufacturing: a district intended to accommodate “research and developmental facilities, general industrial, warehousing, storage, and office uses.” The property owner/petitioner has applied for a use variation to permit the proposed baseball training facility and other future arts studio uses, on the subject property so future arts studio uses do not need to seek variations independently.

The petitioner proposes a baseball training facility called Ground Up Baseball, which offers hit track technology, indoor batting cages, pitching mounds, training rooms, and viewing areas (Figure 2). Additionally, they will be hosting coaching clinics and community programs. The applicant will not conduct outdoor training sessions at the subject property.

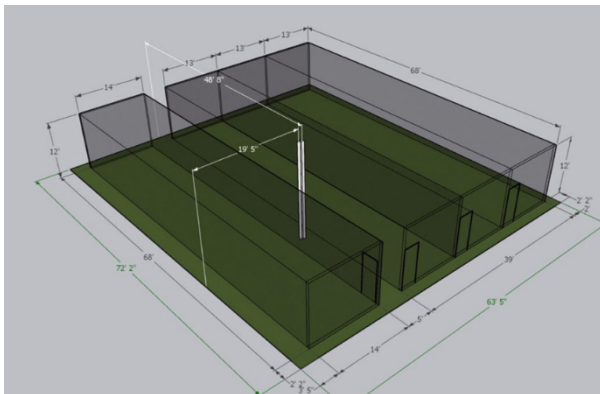


Figure 2. Indoor batting cages are proposed by the baseball training facility.

Variation Requested:

The petitioner is requesting a use variation to operate a baseball training facility and other future arts studio uses in the M-1 General Manufacturing Zoning District. Permitted uses in the M-1 district are limited to industrial uses and therefore a variation is required for an arts studio use to occupy the space.

Planning & Zoning Commission Recommendations:

The Planning and Zoning Commission conducted a public hearing on September 4, 2024, to consider

the request. The Commission recommended **approval** of the variation by a vote of 6-0 with the condition that no business activities can be operated outside the building.

Analysis:

The staff is in favor of the request for the following reasons:

1. **Land Use:** The General Manufacturing (M-1) Zoning District is the more intensive of the two manufacturing zoning districts. The M-1 Zoning District is zoned for exclusively industrial uses and allows some notably heavier industrial uses such as Major Recycling Facilities. The other zoning district, Manufacturing Mixed Use (M-MU) is more transitional in nature and allows some quasi-commercial uses that the M-1 district does not, such as Arts Studios, Indoor Amusement Facilities, Pet Day Care, Motor Vehicle Dealerships, Shooting Ranges, etc. Historically, businesses located in M-1 zoning districts weren't seen as a safe space for uses that bring in the public as customers, who will need to park, walk, and otherwise interact with the neighborhood. RISE Dispensary, along with other commercial uses like Bark University and the Big Door Garage Condominiums, have changed the dynamic of this particular industrial park. RISE opened in 2015 as a medical dispensary, and then had a large surge in traffic in 2020 when recreational marijuana was legalized.
2. **Nearby Uses:** While arts studios are not permitted within M-1 General Manufacturing Zoning District, the PZC should note existing arts studios and similar uses in the M-1 Zoning Districts throughout Mundelein:
 - James R Wilbat Glass Studio – Arts Studio at 854 Tower Road
 - Peter Patterson Glass Work Inc. – Arts Studio at 888 Tower Road Unit D and E
 - Padel Haus – Indoor Amusement Facility at 939 Tower Road
 - The Gym Spot (Now Closed) – Arts Studio at 915 Tower Road

Recommendation:

Motion to Authorize staff to draft an Ordinance granting a use variation to Table 20.40-1 of Section 20.40.020 to permit a baseball training facility and other future arts studio uses in the M-1 General Manufacturing Zoning District at 1355 - 1375 Wilhelm Road.

CALL TO ORDER

The Regular Meeting of the Planning and Zoning Commission of the Village of Mundelein was held on September 4, 2024 at 300 Plaza Circle, Mundelein. Chair Roswick called the meeting to order at 7:00 PM.

PLEDGE OF ALLEGIANCE

Chair Roswick led the Pledge of Allegiance.

ATTENDANCE

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

Board Attendance

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

ABSENT: K. Garesche

Village Attendance

C. Malec, Senior Planner, I. Guadarrama, Senior Planner, J. Marvin, Associate Planner, and E. Swanson, Recording Secretary

MINUTES APPROVAL

Approve the Planning and Zoning Commission Regular meeting minutes from June 19, 2024

Motion to Approve the Planning and Zoning Commission Meeting Minutes of June 19, 2024.

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

PUBLIC COMMENTARY

Chair Roswick opened the floor to public commentary.

There was no public commentary.

OLD BUSINESS

There was no old business

NEW BUSINESS

PUBLIC HEARING - PZC-08-2024 - 300 Townline Road - Advantage Material Handling

Open Public Hearing

Motion to Open Public Hearing PZC-08-2024

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

I. Guadarrama reviewed the attached PowerPoint presentation and gave a detailed history of the property. The petitioner is requesting both a Special Use and a Variation. The special use is in relation to moving their business from the current location (900 Tower Road) to the subject property (300 Townline Road). The heavy retail rental of the business is a special use in the C-4 district. The parking variance is due to the current zoning regulations for a heavy retail rental business that would require 3 parking spaces per 1000sq feet. 100 spaces would be required based on this calculation and there are currently 38 parking spaces available on the subject property.

Petitioner(s) Sworn In

Scott Burkhalter of Advantage Material Handling was sworn in. Mr. Burkhalter spoke of the history of the business and the progression of the retail sales and service side of the business. Mr. Burkhalter also spoke of the projected layout of the new location for new customers.

Jeff Gilbert of Advantage Material Handling was sworn in. Mr. Gilbert discussed the growth of the retail, wholesale, and rental of the business. Mr. Gilbert also discussed some of the local businesses they currently assist and desire to help local customers.

Chair Roswick addressed current violations on the property as well as the conditions presented for approval.

S. Petti raised questions about whether the building would accommodate further growth. Petitioner does not anticipate outgrowing the space.

K. Anderson questioned the storage building and the need for customer parking. Petitioner stated there would be no need for customers to enter the storage warehouse. All items for sale would be located in the showroom space. Petitioner discussed that most customer visits are by appointment, so parking needs has not been an issue in the past.

S. Scheckloth raised questions on forklift test driving and where that would be done. Petitioner stated there would be space in the showroom to accommodate test driving select forklifts.

T. Roswick asked staff about the zoning code calculation for parking requirements for retail sales locations. C. Malec stated that it is mostly based on traditional retail sales locations and was not written with large warehouse components in mind.

Open the Floor to Public Commentary

Chair Roswick opened the floor to public commentary.

Close the Floor to Public Commentary

There were no public comments. Chair Roswick closed the floor to public commentary.

Commission Discussion

J. Holden discussed whether there was a need for a traffic study and potential issues with delivery of forklifts and materials. C. Malec stated that engineering had reviewed the plans and there were no comments received on concerns about traffic.

Motion to recommend Approval of a Special Use pursuant to Section 20.32.020, Table 20.32-1 of the Municipal Code, to operate a Heavy Retail, Retail and Service Facility at 300 Townline Road, Mundelein, Illinois including the following conditions and the Findings of Fact as written.

1. For as long as the retailer is operational, the applicant shall maintain a valid business registration with the Village.
2. There shall be no storage of vehicles, equipment, or materials unrelated to the business on the property.
3. No other entities or businesses, whether on-site or off-site shall utilize either building for business or storage purposes other than the applicant.

4. No vehicles or equipment associated with the business shall be stored or displayed outside where they are visible from any public right-of-way.
5. Vehicle and equipment repair, enhancements, and maintenance shall take place within the confines of the buildings. No repair of vehicles or equipment is permitted outdoors.
6. A building permit shall be obtained for any new signage or enhancements to the property.

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

Motion to recommend Approval of a variation to Table 20.56-1 of Section 20.56.130 to permit a reduction in the required number of parking spaces for a Heavy Retail, Rental, and Service Facility at 300 Townline Road, Mundelein, Illinois with the Findings of Fact as presented.

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

Close Public Hearing

Motion to Close Public Hearing PZC-08-2024

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

PUBLIC HEARING - PZC-10-2024 - 1355-1375 Wilhelm Road - Variation

Open Public Hearing

Motion to Open Public Hearing PZC-10-2024

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

J. Marvin reviewed the attached PowerPoint presentation and gave a detailed history of the property. The property is a multi-tenant building and is zoned M-1. The petitioner's business, Ground Up Baseball, is considered an Art Studio use and requires special use in a manufacturing zoning district. J. Marvin also discussed questions and concerns brought up by members of the public, as well as comments from the building department in regard to fencing being in disrepair.

Petitioner(s) Sworn In

Owen Florian, Property Owner, was sworn in and gave a detailed history of the property and current tenants. Mr. Florian also addressed concerns about the fencing being in disrepair.

Danielle Ridenar, Ground Up Baseball, was sworn in and gave a detailed history on the business and the need for youth Sports facilities in the area. Ms. Ridenar also gave information on the technology and data that will be utilized for player training.

J. Holden inquired about the hours of operation. Ms. Ridenar stated operating hours are anticipated to be 3PM–9PM during school week and 10 AM–8PM during the weekend.

K. Anderson inquired about if there would be any spectator events at the facility that would require the need for additional parking. Ms. Ridenar stated that it will only be training at this location - no spectator events, and no outdoor use.

Chair Roswick inquired about any increase in traffic and noise at the facility. Ms. Ridenar stated that most kids carpool, so an increase in traffic would be minimal, and the training will happen indoors so it will not have an increase in noise at the facility.

Danny Kostas was sworn in and provided the history on the basketball training business.

Chair Roswick inquired about the hours of operation. Mr. Kostas stated that the anticipated hours of operation would be 3:30 PM–9:00 PM during the school week and 10AM–7PM on the weekends. Mr. Kostas also stated that this will be a drop-off training facility and there should be no significant increase in traffic, parking, or noise.

Open the Floor to Public Commentary

Chair Roswick opened the floor to public commentary.

Close the Floor to Public Commentary

The commission reviewed the email public commentary that staff received. There were no public comments at the meeting. Chair Roswick closed the floor to public commentary.

Commission Discussion

S. Petti discussed the need for more sports facilities in the area.

S. Schneckloth asked the petitioners if there was a plan for drop-off zones for safe and convenient in and outs for parents dropping off children. Mr. Florian addressed the current flow with some of the other businesses in the building.

J. Holden discussed the different hours and lighting of the building and if that would be an issue with the nearby residents.

Motion to recommend Approval of a variation to Table 20.40-1 of Section 20.40.020 to permit a baseball training facility and other future arts studio uses in the M-1 General Manufacturing Zoning District at 1355-1375 Wilhelm Road, with the condition that no business activities can be conducted outside the building, and including the Findings of Fact as presented.

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

Close Public Hearing

Motion to Close Public Hearing PZC-10-2024

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

PZC-13-2024 - Springs at Mundelein - Preliminary Plat and Final Plat

Colleen gave a brief history of the project known as the Springs at Mundelein. The project was originally brought forth in 2022 by MZ Capital. The project has since been transferred to Continental Homes. The new plans are substantially the same with very few minor changes. The plat has now been brought forth for approval, including consolidating the plat and adding in easements as needed. All lots created are legal lots and conform to zoning requirements.

K. Anderson inquired about the history of the project and the landscape plan. He brought up concerns about the sparse trees that meet code requirements. C. Malec stated that the project and landscaping has already been approved, and the plat is the only item that is needing review. Continental bought the approved plans from MZ Capital.

Motion to recommend Approval of the Preliminary Plat of Subdivision of the Springs at Mundelein.

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

Motion to recommend Approval of the Final Plat of Subdivision of the Springs at Mundelein.

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

QUESTIONS AND COMMENTS

No Questions and Comments.

ADJOURNMENT

Motion to Adjourn the Regular Planning and Zoning Commission Meeting of September 4, 2024

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

The Regular Planning and Zoning Commission Meeting adjourned at 8:34 PM.

Sign-In Sheet

NAME/COMPANY

ADDRESS

PHONE/EMAIL

Name: Owen Floria	1355-1375 Wilhelms Rd	Phone: 847 942 5908
Company:		Email: oowenfloria@aol.com
Name: Justin Litsey		Phone:
Company: Grounded baseball LLC	1355 wilhelm Rd	Email: catchingcoachj@gmail.com
Name: Danny Kostas		Phone: 847-207-9521
Company: Next VP Hoops	1371 Wilhelm Rd	Email: nextvphoops7@gmail.com
Name: Danielle Ridenour	1355 wilhelm Rd	Phone: 917 292 2479
Company:		Email:
Name:		Phone:
Company:		Email:
Name:		Phone:
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Village Staff Overview: 300 Townline Road

PZC-08-2024
September 4, 2024

300 Townline Road

Petitioner: Advantage Material Handling

Property Owner: J. Fox Enterprises

Current Zoning: C-4 Shopping Center

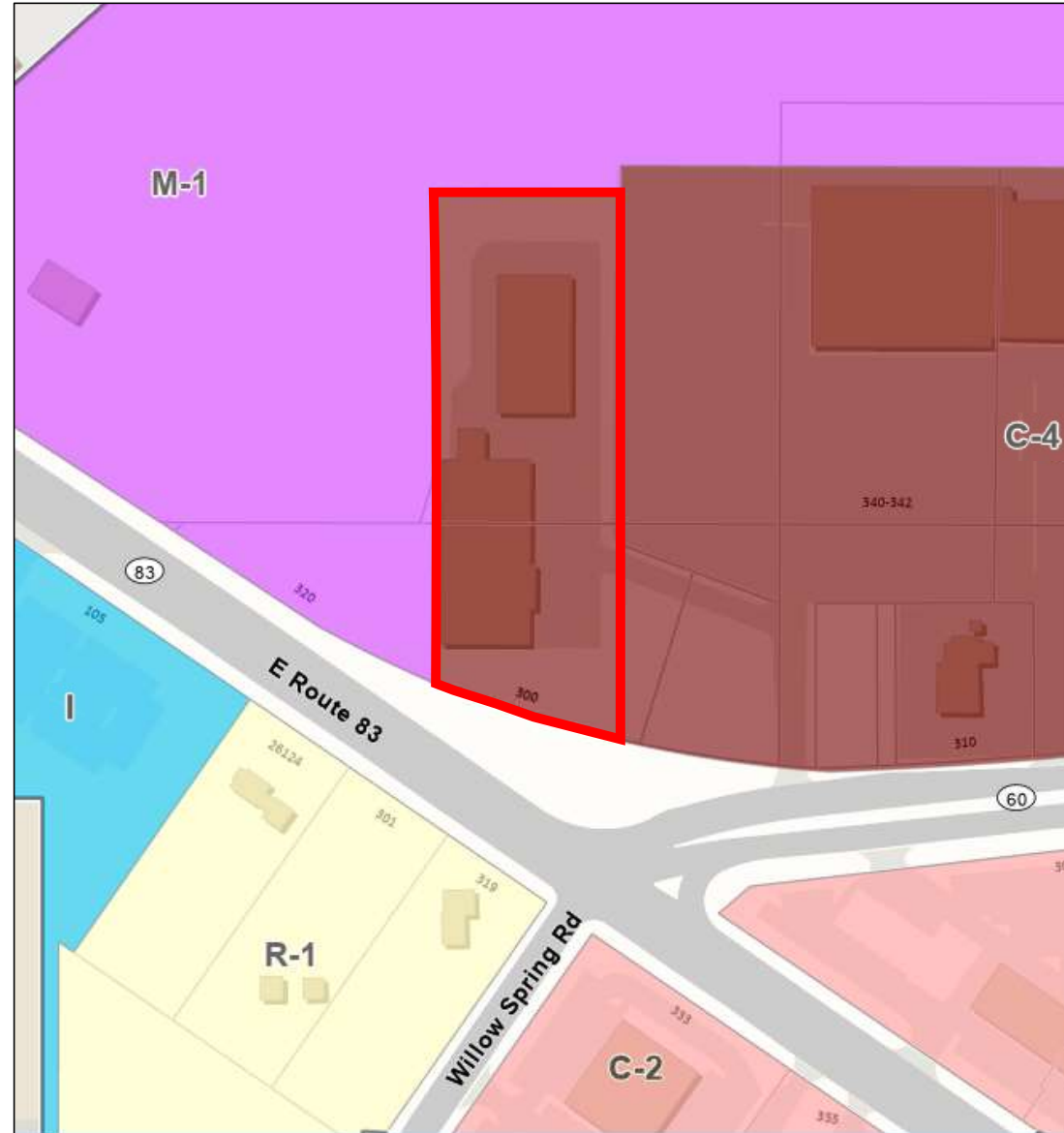
Current Use: Baseball Training Facility

Proposed Use: Forklift Retailer

Applications submitted for a Special Use and Parking Variance

Location Map

- North: M-1, General Manufacturing (Bridge Point Mundelein)
- South: R-1, Single-Family Residential, and C-2, General Commercial (Professional Services)
- East: C-4, Shopping Center (Nikko's, and Salvation Army)
- West: M-1, General Manufacturing (Parking lot to Bridge Point Mundelein)



Background

- Former Century Tile
- Lake County Lightning with indoor storage yard
- 21,460-square-foot principal building
- 12,000-square-foot garage/warehouse

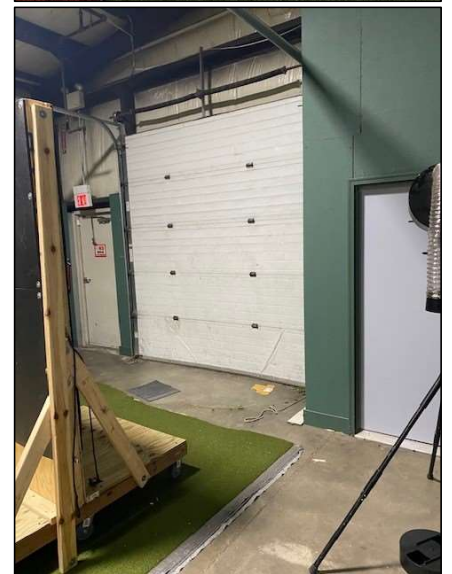
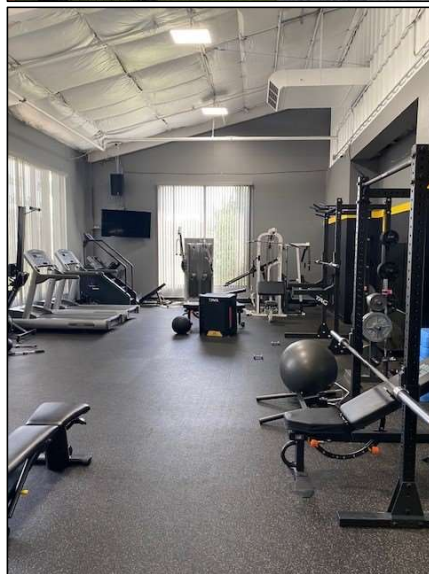
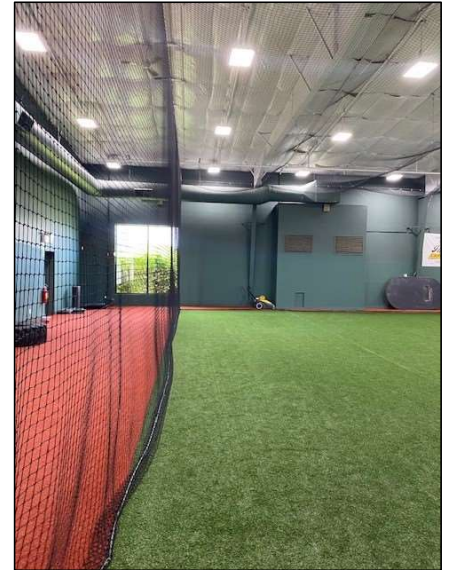




Main Building

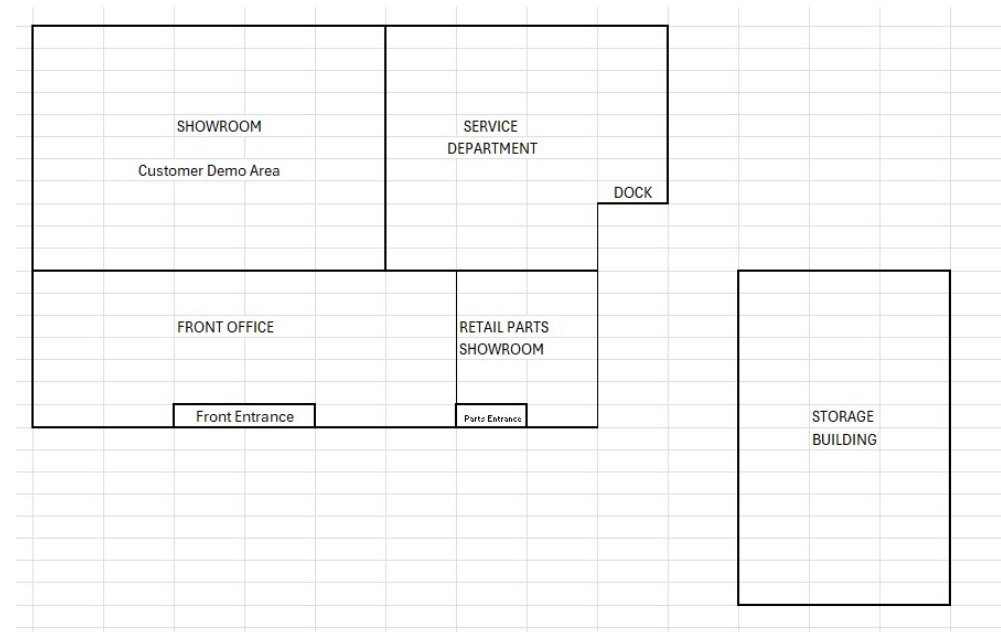


Garage



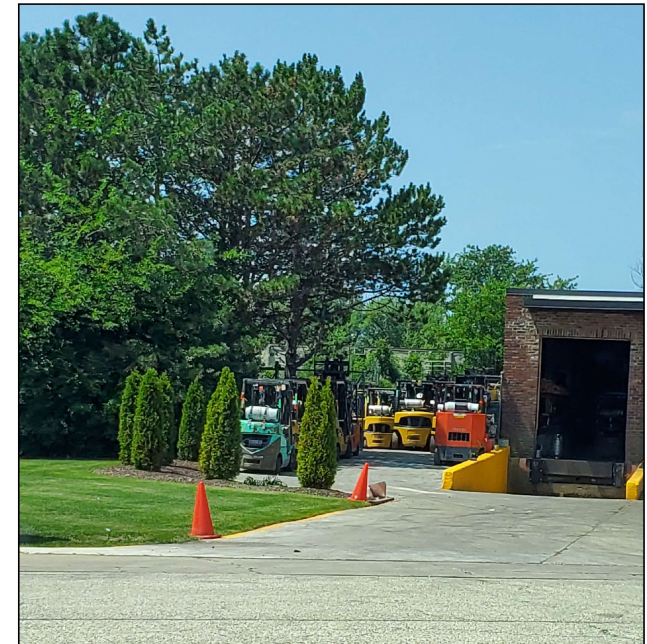
Special Use Permit Request

- Requesting approval to open a forklift retail business at the subject property, which is intended to benefit from traffic exposure from IL Route 60 and 83. Their operation will specialize in the rental, resale, service, and maintenance of forklifts, with the goal of becoming a manufacturer in the future.
- Heavy Retail, Rental and Service is conditional in the C-4 Shopping Center Zoning District



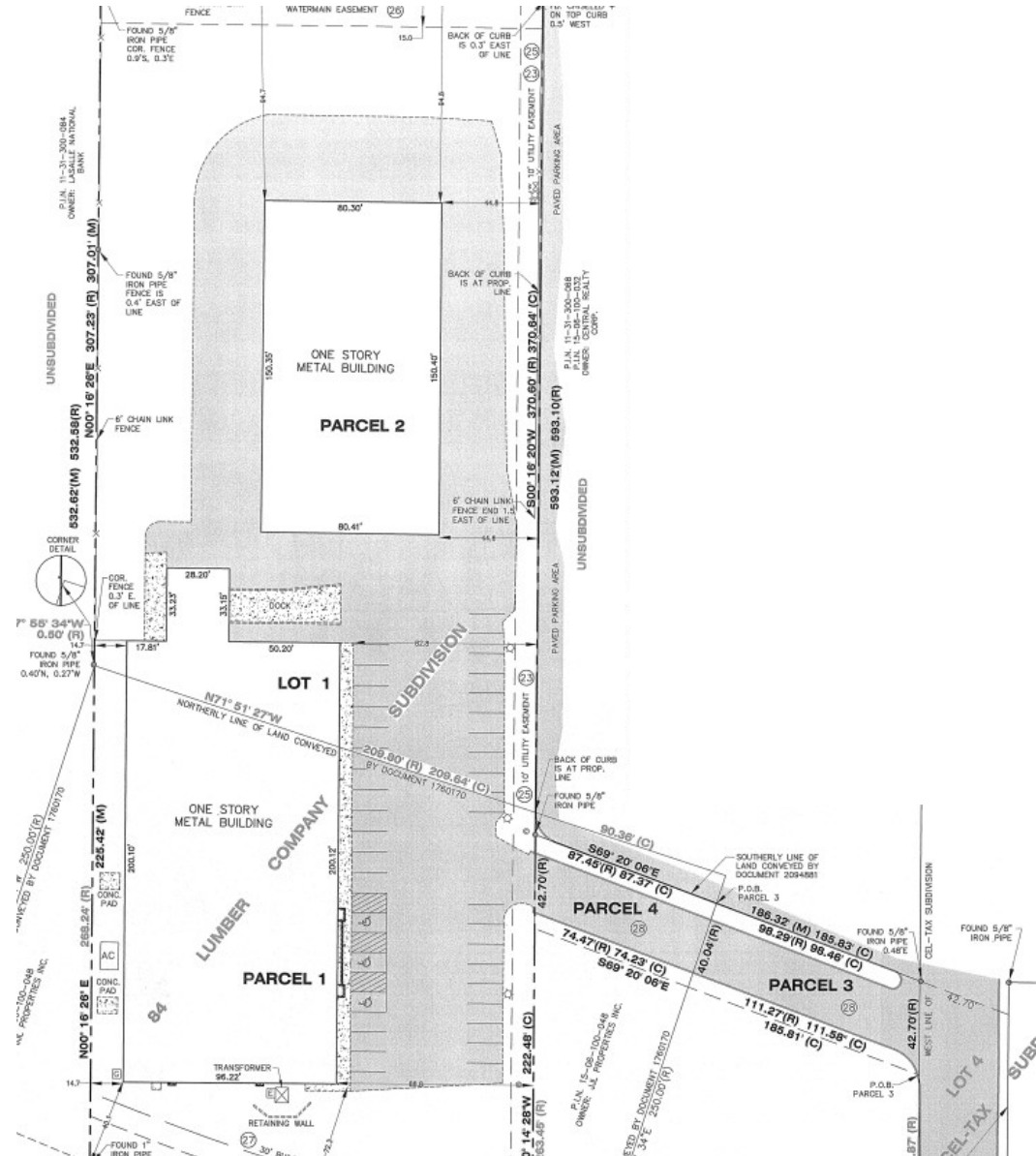
Department Comments

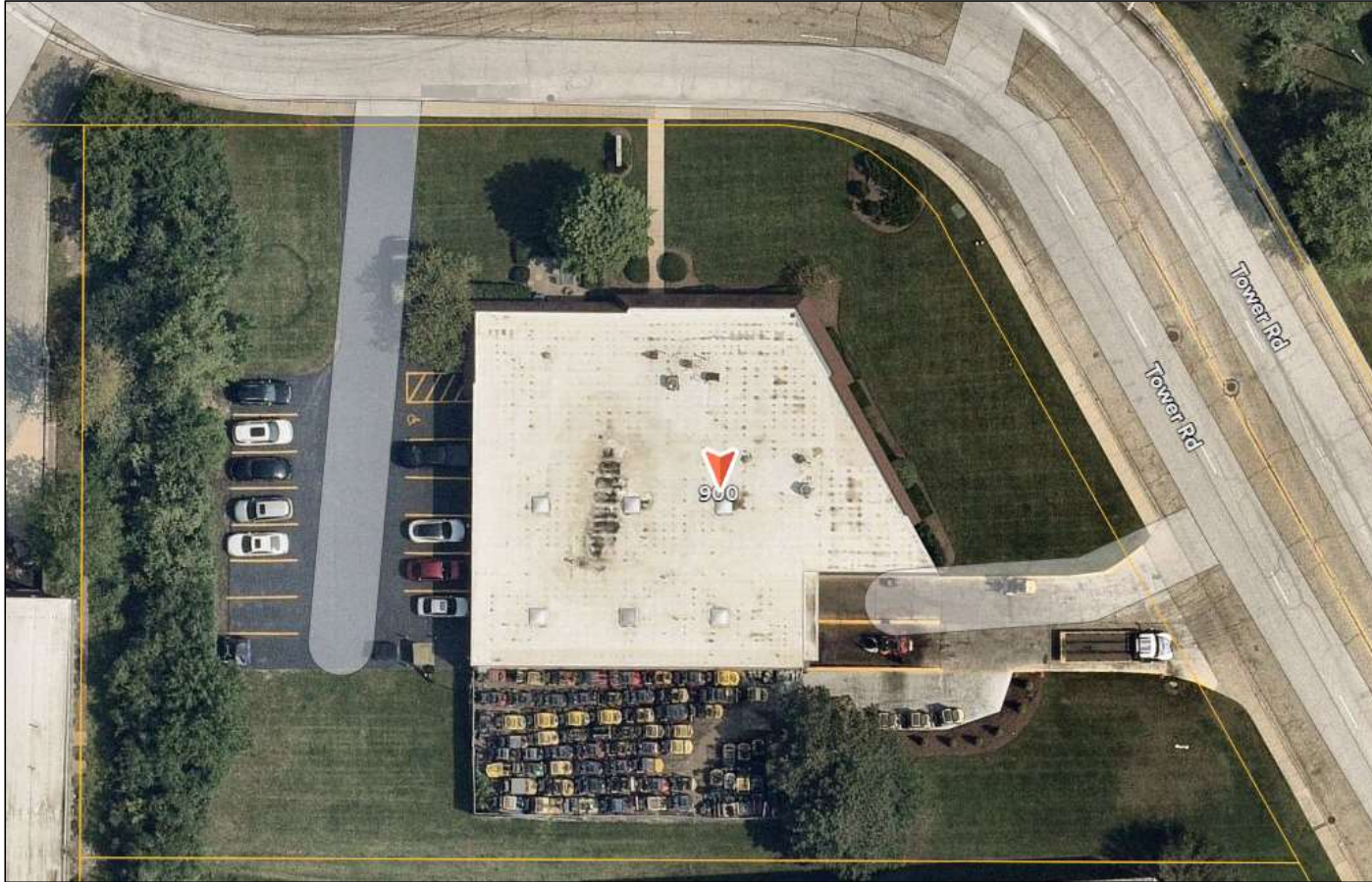
Their current location at 900 Tower Road had several violations related to outdoor storage, parking on grass, and work done without permits.



Variation Request

- Requesting a variation from Table 20.56-1 of Section 20.56.130 to permit a reduction in the number of required parking spaces for Heavy Retail, Rental, and Service use.
- The Zoning Ordinance requires a minimum of 3 parking spaces per 1,000 square feet of Gross Floor Area
- Requires 100 spaces, currently has 38 parking spaces

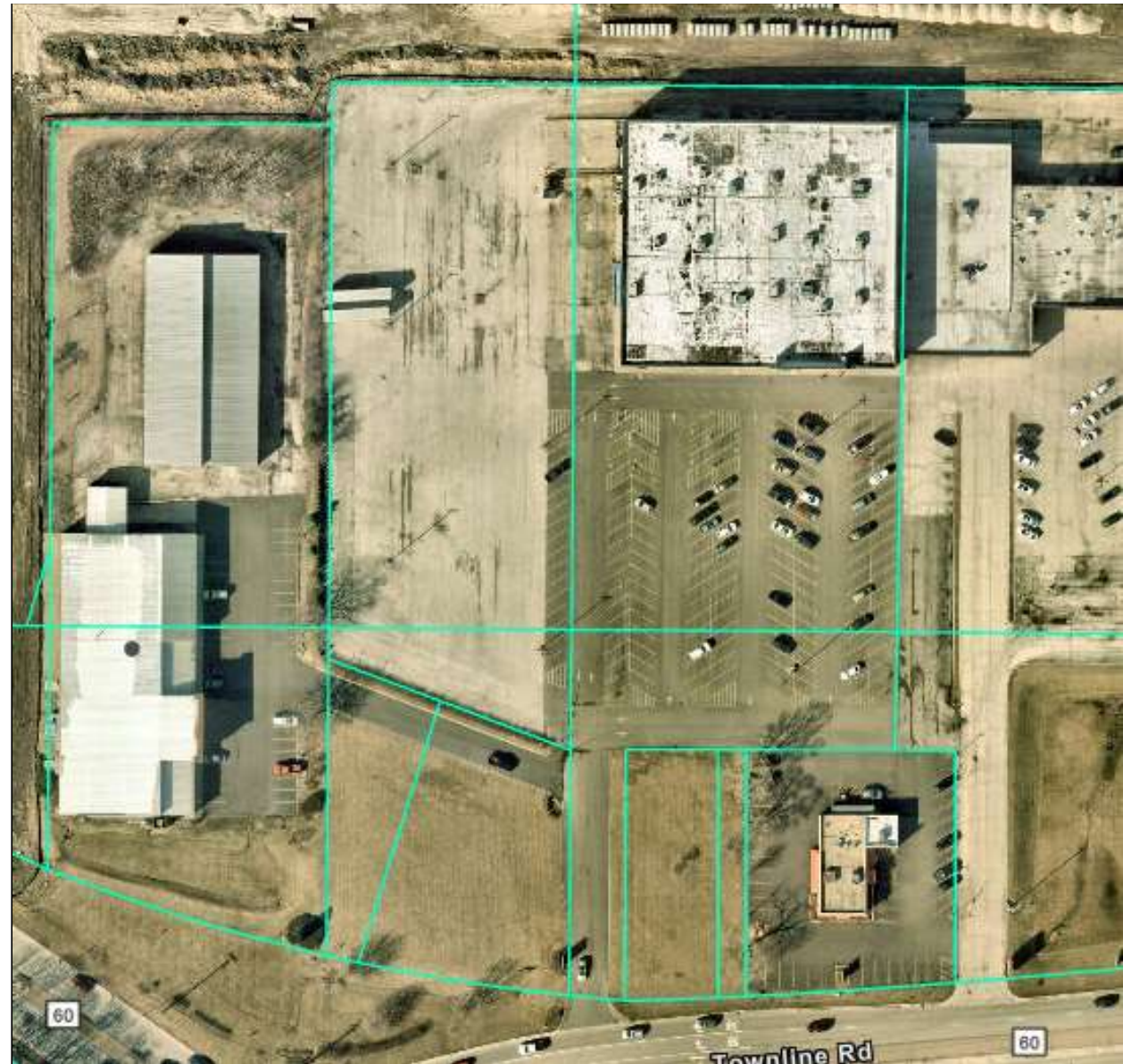




The current location at 900 Tower Road has 13 parking spaces.

Analysis

- The existing buildings were constructed to function as retail and storage facilities.
- The property is adjacent to a commercial strip with an abundance of unused parking spaces. Has the potential to lease some parking.



Recommendation

If the Planning and Zoning Commission chooses to recommend approval, the following conditions are recommended:

- For as long as the retailer is operational, the applicant shall maintain a valid business registration with the Village.
- There shall be no storage of vehicles, equipment, or materials unrelated to the business on this property.
- No other entities or businesses, whether on-site or off-site, shall utilize either building for business or storage purposes other than the applicant.
- No vehicles or equipment associated with the business shall be stored or displayed outside where they are visible from any public right-of-way.
- Vehicle and equipment repair, enhancements, and maintenance shall take place within the confines of the buildings. No repair of vehicles or equipment is permitted outdoors.
- A building permit shall be obtained for any new signage or enhancements to the property.
- Manufacturing of vehicles and equipment is not currently a permitted use in the C-4 zoning district. The Petitioner shall contact the Village for guidance on any future business expansion.

FINDINGS OF FACT – SPECIAL USE PERMIT

1. Special Use – Heavy Retail, Rental, and Service in the C-4 (Shopping Center) District

CASE NUMBER	PZC-08-2024
PUBLIC HEARING DATE	September 4, 2024
MOTION	<u>Motion</u> by K. Anderson seconded by J. Holden to recommend approval of a Special Use Permit for heavy retail, rental and service on the property located at 300 Townline Road pursuant to Section 20.32.020, Table 20.32-1 of the Zoning Ordinance with conditions.
On September 4, 2024, the Planning and Zoning Commission voted 6 - 0 for approval of a Special Use Permit for heavy retail, rental and service on the property located at 300 Townline Road pursuant to Section 20.32.020, Table 20.32-1 of the Zoning Ordinance with conditions.	
<i>If applying for a rezoning, special use, major variation and/or planned unit development, the application for a Certificate of Compliance will be referred to the Planning & Zoning Commission and scheduled for the same public hearing as the application for rezoning, special use, major variation, and/or planned unit development. The Planning & Zoning Commission will submit a written report of its findings as to whether the proposed development is in compliance with the Appearance Code to the Village Board of Trustees. The Village Board of Trustees will consider the report within 60 days after it is submitted by the Planning & Zoning Commission to approve, approve with conditions, or deny the request.</i>	
1. The establishment, maintenance, and operation of the special use in the specific location proposed will not endanger the public health, safety, or general welfare of any portion of the community.	
The Commission finds that the establishment, maintenance, and operation of the special use in the specific location will not endanger the public health, safety, or general welfare of any portion of the community. The proposed use repurposes a vacant commercial property, will be maintained to code, and utilizes existing access points where traffic can safely navigate without congestion.	
2. The proposed special use is compatible with adjacent properties and other property within the immediate vicinity of the special use.	
The Commission finds that the proposed special use is compatible with adjacent properties. The property is adjacent to an auto-oriented commercial shopping center, an office and manufacturing campus, and open space. The residential properties located to the south are sufficiently buffered from the proposed use by the Route 60/83 right of way and the existing landscaping on the subject property.	
3. The special use in the specific location proposed is consistent with the spirit and intent of this Ordinance and the Village land use policies.	
The Commission finds that the special use at this location is consistent with the spirit and intent of the Ordinance and the Village land use policies. The Comprehensive Plan designates this area for small- and mid-sized auto-oriented retail: a designation in which this use is appropriate.	
4. The special use conforms to the applicable regulations of the zoning district in which it is to be located.	
The Commission finds that the special use conforms to all other applicable regulations of the zoning district in which it is to be located.	

FINDINGS OF FACT – VARIATION

2. Variation – Required Parking Spaces for Heavy Retail, Rental, and Service Use

CASE NUMBER	PZC-08-2024
PUBLIC HEARING DATE	September 4, 2024
VARIATION	Variation from Table 20.56-1 of Section 20.56.130 to permit a reduction in the number of required parking spaces for Heavy Retail, Rental, and Service use in the C-4 Shopping Center zoning district.
MOTION	Motion by J. Holden seconded by K. Anderson to recommend approval of a variation to Table 20.56-1 of Section 20.56.130 to permit a reduction in the number of required parking spaces for Heavy Retail, Rental, and Service use in the C-4 Shopping Center zoning district at 300 Townline Road.
On September 4, 2024, the Planning and Zoning Commission voted 6-0 for approval of a variation to Table 20.56-1 of Section 20.56.130 to permit a reduction in the number of required parking spaces for Heavy Retail, Rental, and Service use in the C-4 Shopping Center zoning district at 300 Townline Road.	
<i>No variation from the provisions of this Ordinance shall be granted unless the Zoning Administrator, Planning & Zoning Commission, and Village Board makes specific written findings based on the standards imposed by this section. These standards are as follows:</i>	
1. The strict application of the terms of this Ordinance will result in undue hardship;	
The strict application of the terms of this Ordinance would result in undue hardship for the Petitioner, as the property in question is existing and built as a low intensity commercial space. Subject Property is adjacent to a shopping center with extra parking spaces for the active commercial users. The strict application of the Ordinance would require the unit to remain vacant, until a permitted use with required number of parking spaces goes into the space.	
2. The plight of the owner is due to unique circumstances;	
The property is subject to unique circumstances, as the Zoning Ordinance does not anticipate for all unique uses and is due to factors outside of the control of the Petitioner and property owner. Despite the current number of parking spaces, all the past uses have not experienced parking issues. The Petitioner's low intensity use has managed to use less than the 13 parking spaces in their current location at 900 Tower Road.	
3. The variation, if granted, will not alter the essential character of the locality;	
The variation will not alter the essential character of the locality, as the use is consistent with the retail and service-oriented nature of other businesses found in the surrounding shopping center and the Townline Road area. This building has been occupied by commercial users in the past, including a tile, flooring, and carpet retailer.	
<i>The Zoning Administrator, Planning & Zoning Commission, and Village Board, in making its findings, may inquire into the following evidentiary issues, as well as any others deemed appropriate.</i>	
1. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship or difficulty to the owner would result, as distinguished from a mere inconvenience, if the strict letter of the regulations were to be carried out.	
The shape and size of the specific Subject Property and surrounding area impose a hardship on the property owner, as distinguished from a mere inconvenience, if the strict letter of the regulations is to be carried out. The strict application of the Zoning Ordinance would ultimately cause this property to remove greenery to accommodate parking or remain vacant until a use with the required parking spaces available comes in, despite the previous commercial uses operating out of the same building.	
2. The alleged difficulty or hardship has not been created by any person presently having a proprietary interest in the property in question.	
The alleged difficulty has not been created by the Petitioner or property owner, the previous tenants required parking spaces for areas accessible by the public, requiring less parking spaces than that required by the Heavy Retail, Rental, and Service uses where the number of parking spaces is based on the total floor square footage of both buildings.	
3. The granting of the variation will not be detrimental to the public welfare in the neighborhood in which the property is located.	
The variation will not be detrimental to the public welfare, as it will increase occupancy and foot traffic to an existing commercial area.	
4. The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or impair property values within the neighborhood.	

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

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

The proposed variation is consistent with the spirit and intent of this Ordinance and Village land use policies, as the Comprehensive Plan's Future Land Use Plan envisions the Subject Property for Auto-Oriented Small-to Mid-size retail and this is considered a small retail with heavy equipment.

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

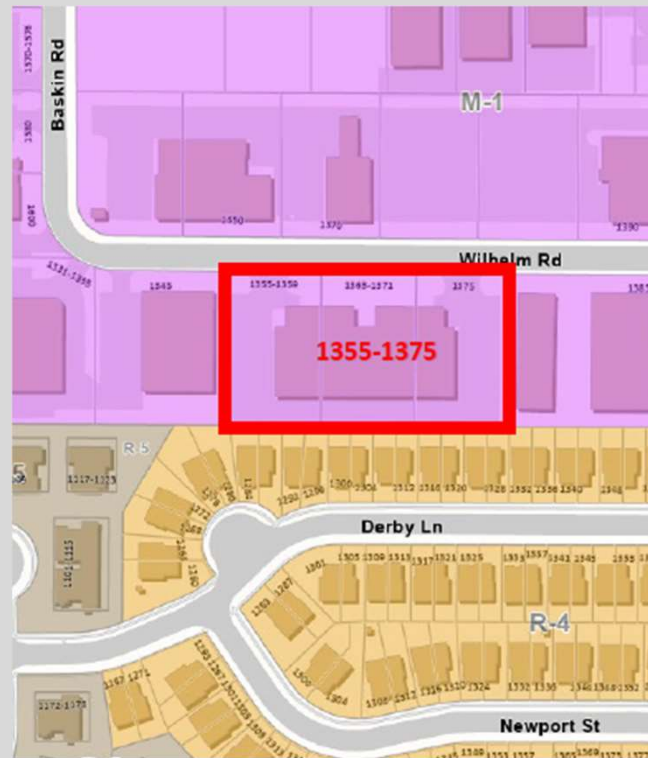
The value of the property in question will be substantially reduced if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.



Village Staff Overview: PZC-10-2024

1355-1375 Wilhelm Road - September 4, 2024

Location Map: 1355-1375 Wilhelm Road

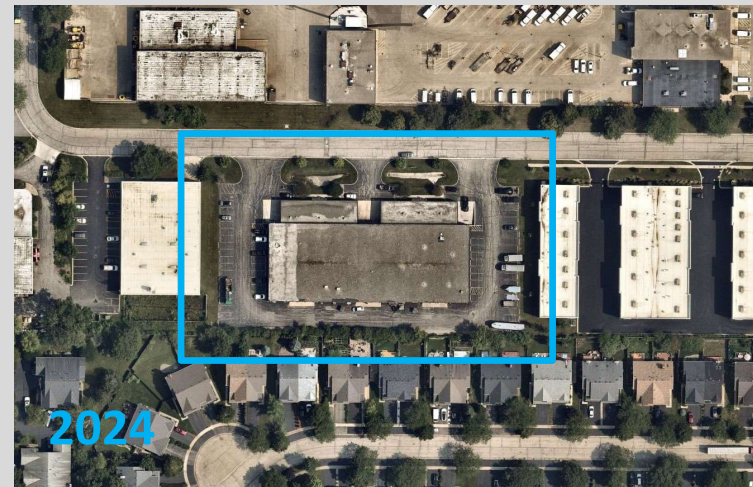
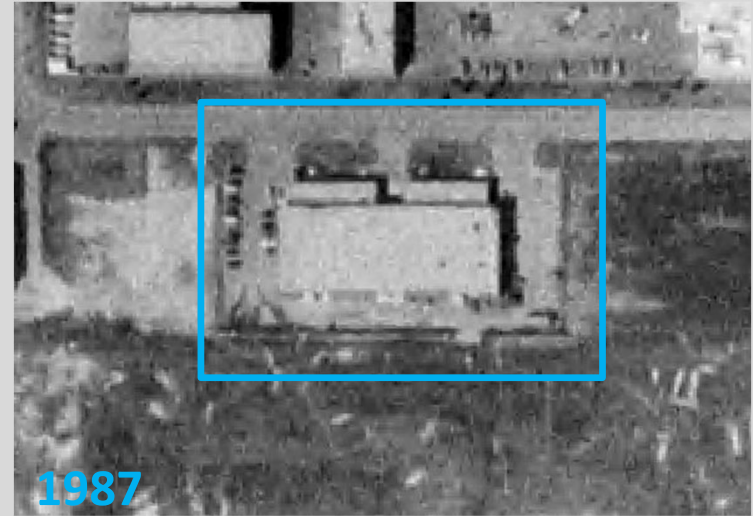


Aerial



History

- The building at 1355-1375 Wilhelm Road was constructed in 1987 (outlined in blue).
- Multi-tenant building:
 - Audio Supply Inc.
 - DBC Fulfillment Center Inc.
 - Windy City Deli Provisions
- Justin Litovsky, owner of Ground Up Baseball, applied for a business registration. Staff denied the business registration because the art studio use is **not permitted** within the **M-1 Zoning District**.



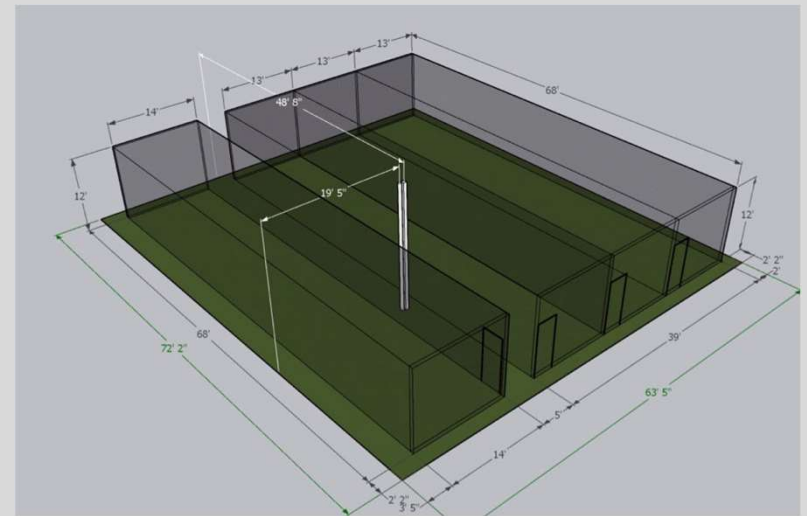
Ground Up Baseball and Other Arts Studio Uses

Petitioner: Property Owner (insert taxpayer name)

Proposed Tenant: Ground Up Baseball

- Ground Up Baseball is a training facility that offers hit track technology, indoor batting cages, pitching mounds, training rooms, and viewing areas.
- Categorized as an Arts Studio:
 - Arts studio use is categorized as an establishment where an art, type of exercise, or activity is taught or studied, such as dance, martial arts, gymnastics, or yoga. A baseball training facility would be classified as an arts studio use since it is a type of activity taught and studied at the subject property.

The property owner is petitioning for not only the currently proposed tenant, but also all future arts studio uses in his building (so future arts studio uses do not need to independently seek variations).



Variation Request

- To permit a baseball training facility and other future arts studio uses in the M-1 General Manufacturing Zoning District.

Zoning Ordinance Table 20.40-1 of Section 20.40.020

An arts studio use is **not permitted** within M-1 General Manufacturing Zoning District.

- **Spectator sports facilities** open to the public are categorized differently as an indoor amusement facility which is **not permitted** in the M-1 General Manufacturing Zoning District.











Public Comments

- Two residents, both from the neighborhood south of the subject property, stated concerns regarding:
 - Increased Traffic and Parking Issues;
 - Noise Levels;
 - Property Values;
 - Outdoor Activities; and
 - Child Safety.

Staff note: The two-family residential neighborhood was constructed in 1995 after the 1355-1375 Wilhelm Road building was constructed. The residential neighborhood and the subject property's industrial park have separate access points on Butterfield Road and are not connected to each other.

Comprehensive Plan

- The Comprehensive Plan contains an objective to ensure that designed industrial areas are prioritized for appropriate industrial and businesses uses and prevent the encroachment of incompatible development and uses that may weaken the industrial/business functionality of these areas.
- While staff supports the use variation, we acknowledge that the Comprehensive Plan mentions prioritizing the permitted and special uses within the General Manufacturing Zoning District. The character of this particular industrial area has changed over the years to contain more non-industrial uses, such as former Barn XO's showroom, Bark University, and Big Door Garage Condominiums.

Land Use

- The General Manufacturing (M-1) Zoning District is the more intensive of the two manufacturing zoning districts.
 - M-1 permits heavier industrial uses such as Major Recycling Facilities.
- The Manufacturing Mixed Use (M-MU) is a transitional in nature and allows quasi-commercial uses that the M-1 district does not.
 - M-MU permits uses such as Arts Studios, Indoor Amusement Facilities, Pet Day Care, Motor Vehicle Dealerships, Shooting Ranges, etc.

Land Use

- Business in the M-1 weren't seen as a safe space for uses that bring in the public as customers, who will need to park, walk, and otherwise interact with the neighborhood.
- RISE Dispensary, Bark University, and the Big Door Garage Condominiums have changed the dynamic of this particular industrial park.

James R Wilbat Glass Studio

854 Tower Road

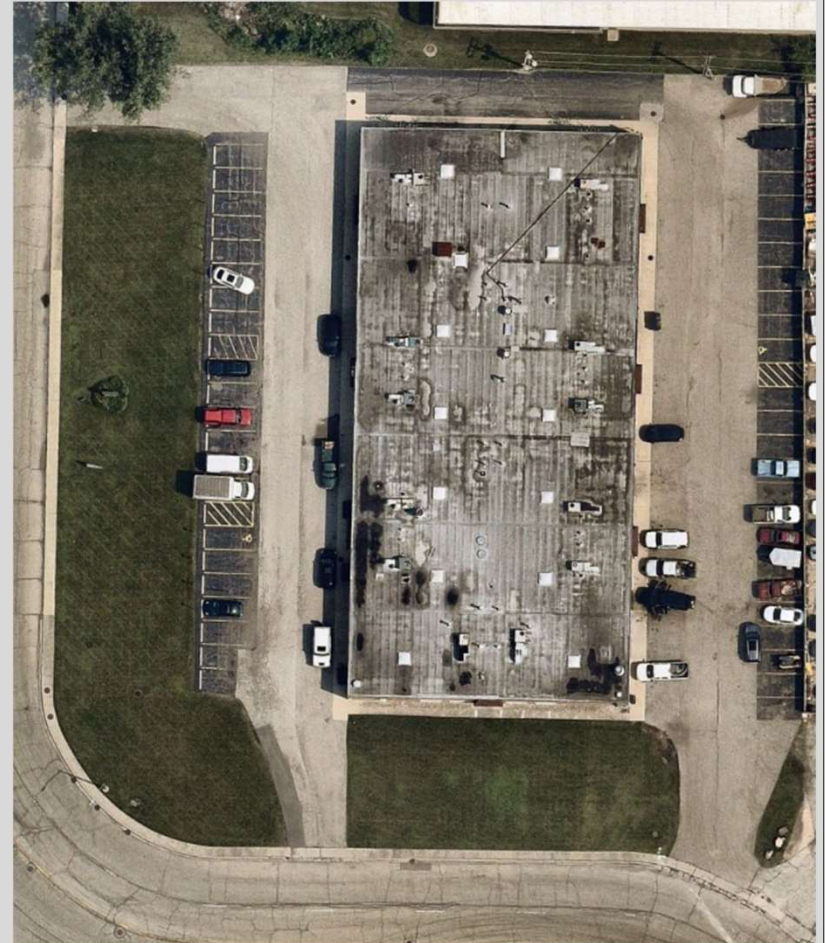
Use: Arts Studio

(Not Permitted -Grandfathered In)



Peter Patterson Glass Work Inc.

888 Tower Road Unit D and E
Use: Arts Studio
(Not Permitted/Grandfathered In)



Padel Haus

939 Tower Road

Use: Indoor Amusement
Facility

(Permitted - Special Use Permit)



The Gym Spot (Now Closed)

915 Tower Road

Use: Art Studio

(Not Permitted - Grandfathered In)



Standards for Granting a Variation

No variation from the provisions of this Ordinance shall be granted unless the Zoning Administrator, Planning and Zoning Commission and Village Board makes specific written findings based on the standards imposed by this section. These standards are as follows:

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

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

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

parking:

- 1355 Wilhelm Rd: 6,000 SF/ use: Warehousing
parking Required: 12 Spots
- 1359 Wilhelm Rd: 5,440 SF/ use: Light Manufacturing
parking Required: 4 Spots
- 1363 Wilhelm Rd: 5,440 SF/ use: Light Manufacturing
parking Required: 4 Spots
- 1367 Wilhelm Rd: 6,000 SF/ use: Warehousing
parking Required: 12 Spots
- 1371 Wilhelm Rd: 5,440 SF/ use: proposed Arts Studio
parking Required: 12 Spots
- 1375 Wilhelm Rd: 5,440 SF/ use: proposed Arts Studio
parking Required: 12 Spots

Total Spots required: 56 Spots

Currently have:

Regular parking Spots: 64

ADA parking spots: 3

Total: 67 Spots

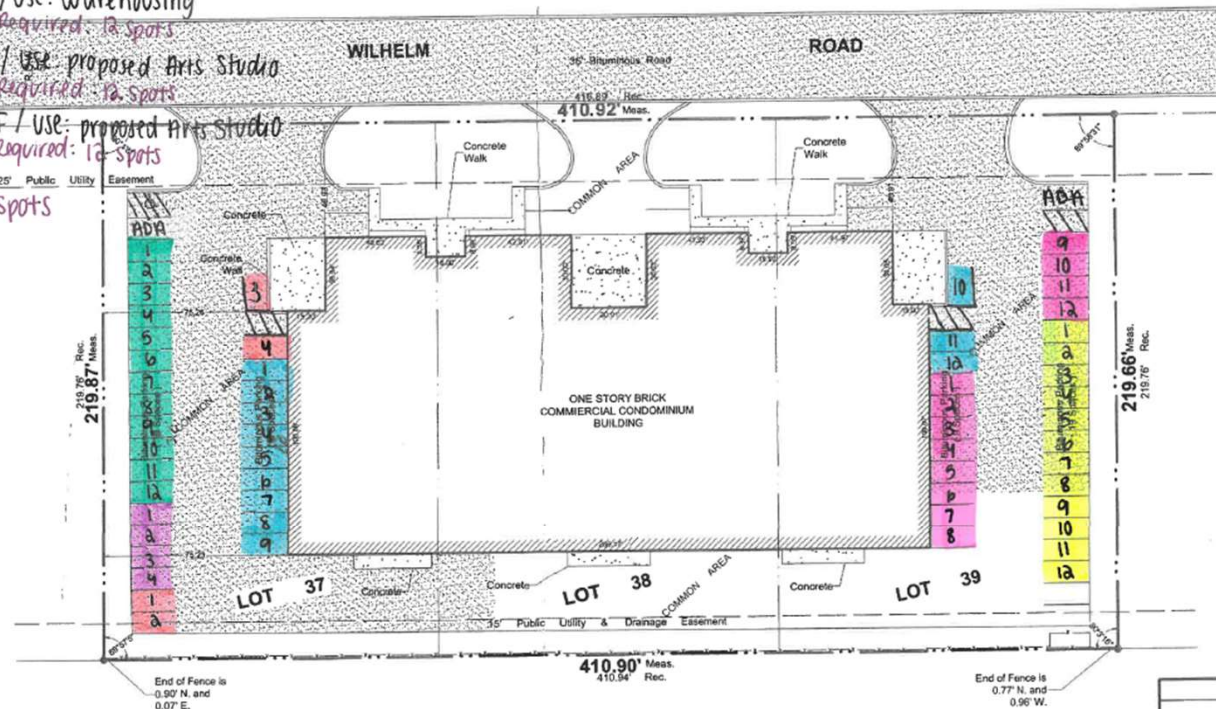
PLAT OF SURVEY

1355 - 1375 WILHELM CONDOMINIUM MUNDELEIN, ILLINOIS.

LOTS 37, 38 AND 39 IN BUTTERFIELD "60" UNIT 3-A, A RESUBDIVISION OF PART OF BUTTERFIELD "60" UNIT 3, BEING A SUBDIVISION IN SECTION 5, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD "PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 1, 1985 AS DOCUMENT 2365850, IN LAKE COUNTY, ILLINOIS.
1355 - 1375 WILHELM ROAD, MUNDELEIN, ILLINOIS



Scale: 1" = 20'



LEGEND
1. BOUNDARY
2. EASEMENT
3. CONCRETE
4. CONCRETE
5. CONCRETE
6. CONCRETE
7. CONCRETE
8. CONCRETE
9. CONCRETE
10. CONCRETE
11. CONCRETE
12. CONCRETE



STATE OF ILLINOIS
JULY 1, 1985
RECORDED
1355 - 1375 WILHELM CONDOMINIUM
MUNDELEIN, ILLINOIS
1355 - 1375 WILHELM ROAD, MUNDELEIN, ILLINOIS

1. THE PLAT OF SURVEY SHOWN HEREIN IS NOT A PART OF THE RECORDS OF THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LAKE COUNTY, ILLINOIS.
2. THE PLAT OF SURVEY SHOWN HEREIN IS NOT A PART OF THE RECORDS OF THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LAKE COUNTY, ILLINOIS.
3. THE PLAT OF SURVEY SHOWN HEREIN IS NOT A PART OF THE RECORDS OF THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LAKE COUNTY, ILLINOIS.

PLAT OF SURVEY			
BARRINGTON ENGINEERING CONSULTANTS, LTD.			
215 S. NORTHWEST HWY. - SUITE 228 - BARRINGTON, ILL. 60010			
PHONE: (847) 382-6157 FAX: (847) 382-6300			
REGISTERED PROFESSIONAL ENGINEER - 156-000083			
DRAWN BY: DMJ/PJD	PROJECT NO: 988-0	SHEET	OF
CHECKED BY: KSL	S.F.A: 643-11	1	2
BOOK/PAGE: 136-43.00	SCALE: 1" = 20'	DATE OF FIELD WORK: 3-4-03	
CLIENT: John Young, ARB.			

FINDINGS OF FACT – VARIATION

CASE NUMBER	PZC-10-2024
PUBLIC HEARING DATE	September 4, 2024
VARIATION	A variation from Table 20.40-1 of Section 20.40.020 to permit a baseball training facility and other future arts studio uses in the M-1 General Manufacturing Zoning District.
DRAFT MOTION	Motion by K. Anderson, second by S. Schneckloth to approve the Findings of Fact as published for PZC-10-2024 relating to a variation to Table 20.40-1 of Section 20.40.020 to permit a baseball training facility and other future arts studio uses in the M-1 General Manufacturing Zoning District.
On September 4, 2024, the Planning and Zoning Commission voted 6 - 0 for approval of a use variation to Table 20.40-1 of Section 20.40.020 to permit a baseball training facility and other future arts studio uses in the M-1 General Manufacturing Zoning District with the condition that no business activities can be operated outside of the building.	
<i>No variation from the provisions of this Ordinance shall be granted unless the Zoning Administrator, Planning & Zoning Commission, and Village Board makes specific written findings based on the standards imposed by this section. These standards are as follows:</i>	
1. The strict application of the terms of this Ordinance will result in undue hardship;	
The strict application of the Zoning Ordinance would create an undue hardship for the petitioner because existing art studios and similar businesses, such as art studios and an indoor amusement facility with a Special Use Permit, operate in the General Manufacturing (M-1) Zoning District.	
2. The plight of the owner is due to unique circumstances;	
The plight of the owner is due to unique circumstances since the non-industrial uses have changed the dynamic of this particular industrial park allowing customers to park, walk, and interact with the neighborhood.	
3. The variation, if granted, will not alter the essential character of the locality;	
The variation will not alter the essential character of the locality, as a non-industrial business is consistent with similar uses found within the General Manufacturing (M-1) Zoning District.	
<i>The Zoning Administrator, Planning & Zoning Commission, and Village Board, in making its findings, may inquire into the following evidentiary issues, as well as any others deemed appropriate.</i>	
1. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship or difficulty to the owner would result, as distinguished from a mere inconvenience, if the strict letter of the regulations were to be carried out.	
The Commission finds that the particular surroundings, shape or topographical conditions of the specific property involved are not relevant to the request.	
2. The alleged difficulty or hardship has not been created by any person presently having a proprietary interest in the property in question.	
The Commission finds that the petitioner has not created this hardship because of the uniqueness of this particular industrial park, allowing for more non-industrial uses, which has changed the dynamic of this industrial park.	
3. The granting of the variation will not be detrimental to the public welfare in the neighborhood in which the property is located.	
The Commission finds that the granting of the requested variation will not be detrimental to the public welfare in which the property is located.	
4. The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or impair property values within the neighborhood.	
The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or impair property values within the neighborhood.	
5. The proposed variation is consistent with the spirit and intent of this Ordinance and Village land use policies.	
The Commission finds that the proposed variation is consistent with the spirit and intent of this Ordinance and Village land use policy. Existing art studios and similar businesses, such as art studios and an indoor amusement facility with a Special Use Permit, operate in the General Manufacturing (M-1) Zoning District.	
6. The value of the property in question will be substantially reduced if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.	

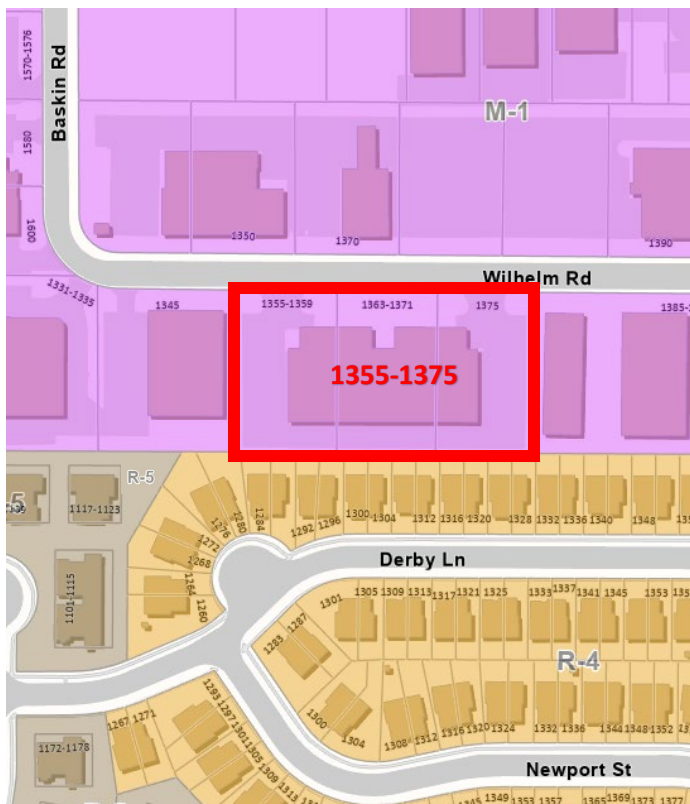
It is unclear whether the value of the property in question will or will not be substantially reduced as there are number of other permitted uses in the General Manufacturing (M-1) Zoning District.

FINDINGS OF FACT – VARIATION

CASE NUMBER	PZC-10-2024
PUBLIC HEARING DATE	September 4, 2024
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DRAFT MOTION	Motion by K. Anderson, second by S. Schneckloth to approve the Findings of Fact as published for PZC-10-2024 relating to a variation to Table 20.40-1 of Section 20.40.020 to permit a baseball training facility and other future arts studio uses in the M-1 General Manufacturing Zoning District.
On September 4, 2024, the Planning and Zoning Commission voted 6 - 0 for approval of a use variation to Table 20.40-1 of Section 20.40.020 to permit a baseball training facility and other future arts studio uses in the M-1 General Manufacturing Zoning District with the condition that no business activities can be operated outside of the building.	
<i>No variation from the provisions of this Ordinance shall be granted unless the Zoning Administrator, Planning & Zoning Commission, and Village Board makes specific written findings based on the standards imposed by this section. These standards are as follows:</i>	
1. The strict application of the terms of this Ordinance will result in undue hardship;	
The strict application of the Zoning Ordinance would create an undue hardship for the petitioner because existing art studios and similar businesses, such as art studios and an indoor amusement facility with a Special Use Permit, operate in the General Manufacturing (M-1) Zoning District.	
2. The plight of the owner is due to unique circumstances;	
The plight of the owner is due to unique circumstances since the non-industrial uses have changed the dynamic of this particular industrial park allowing customers to park, walk, and interact with the neighborhood.	
3. The variation, if granted, will not alter the essential character of the locality;	
The variation will not alter the essential character of the locality, as a non-industrial business is consistent with similar uses found within the General Manufacturing (M-1) Zoning District.	
<i>The Zoning Administrator, Planning & Zoning Commission, and Village Board, in making its findings, may inquire into the following evidentiary issues, as well as any others deemed appropriate.</i>	
1. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship or difficulty to the owner would result, as distinguished from a mere inconvenience, if the strict letter of the regulations were to be carried out.	
The Commission finds that the particular surroundings, shape or topographical conditions of the specific property involved are not relevant to the request.	
2. The alleged difficulty or hardship has not been created by any person presently having a proprietary interest in the property in question.	
The Commission finds that the petitioner has not created this hardship because of the uniqueness of this particular industrial park, allowing for more non-industrial uses, which has changed the dynamic of this industrial park.	
3. The granting of the variation will not be detrimental to the public welfare in the neighborhood in which the property is located.	
The Commission finds that the granting of the requested variation will not be detrimental to the public welfare in which the property is located.	
4. The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or impair property values within the neighborhood.	
The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or impair property values within the neighborhood.	
5. The proposed variation is consistent with the spirit and intent of this Ordinance and Village land use policies.	
The Commission finds that the proposed variation is consistent with the spirit and intent of this Ordinance and Village land use policy. Existing art studios and similar businesses, such as art studios and an indoor amusement facility with a Special Use Permit, operate in the General Manufacturing (M-1) Zoning District.	
6. The value of the property in question will be substantially reduced if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.	

It is unclear whether the value of the property in question will or will not be substantially reduced as there are number of other permitted uses in the General Manufacturing (M-1) Zoning District.

Location Map: 1355-1375 Wilhelm Road



Legend:

 : Proposed Property

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

PROPERTY INFORMATION

Address 1355-1375 Wilhelm Rd.
Property Index Numbers (PIN) 15-05-103-013
15-05-103-014 15-05-103-015
Size of Property 2 1/2 ACRES (sq. ft./acres)
Size of Building Space 32,250 (sq. ft.)
Size of Space Utilized VARIOUS

ZONING

Current Zoning M1
Proposed Zoning M1
Current Use VARIOUS
Proposed Use VARIOUS

PETITIONER INFORMATION

Business/Org. Name _____
Name OWEN FLORIAN
Title OWNER
Address 15700 W. Buckeye Rd.
City, State, Zip Libertyville IL
Phone 847-942-5908
Email OWENFLORIAN@AOL.COM
Petitioner Status: ☒ Owner ☐ Lessee ☐ Contract Purchaser

PROPERTY OWNER INFORMATION

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

SECTION OF ZONING ORDINANCE: 20.40.1 of 20.40.020

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

ART Studio - BASEBALL TRAINING FACILITY

STANDARDS FOR GRANTING A VARIATION

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

- a. The strict application of the terms of this Ordinance will result in undue hardship. *YES
LIMITS USE OF BUILDING + HINDERS NEW BUSINESS POSSIBILITIES.*
- b. The plight of the owner is due to unique circumstances. *THE INABILITY TO PAY LOAN ON BUILDING + GENERATE NEW BUSINESS.*
- c. The variation, if granted, will not alter the essential character of the locality *NO IT WILL NOT. - PLUS BUILDING IS CONSTANTLY BEING UPDATED*

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

- a. The particular physical surroundings, shape, or topographical conditions of the specific property impose a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of regulations were to be carried out. *WILL NOT*
- b. The alleged difficulty or hardship has not been created by any person presently having a proprietary interest in the property in question. *NO IT HAS NOT*
- c. The granting of the variation will not be detrimental to the public welfare in the neighborhood in which the property is located. *NO IT WILL NOT.*
- d. The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or impair property values within the neighborhood. *NO IT WILL NOT.*
- e. The proposed variation is consistent with the spirit and intent of this Ordinance and Village land use policies. *YES*
- f. The value of the property in question will be substantially reduced if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located. *YES (SINCE THE SPACE IN QUESTION HAS BEEN VACANT FOR THE PAST 10+ YEARS BECAUSE OF THE ECONOMY & PAST DENIALS OF REQUESTED USE.)*

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION

COUNTY OF LAKE)
)
STATE OF ILLINOIS)

I, Owen Florian, under oath, state that I am

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

commonly described as (Address) 1355 - 1375 Wilhelm Rd and that such property is owned by
(Printed Name) Owen Florian as of this date. As owner of the property, I do
hereby authorize Owen Florian (Printed Name or Not Applicable) to represent me in the following
Planning and Zoning Commission/Village Board matter, _____

(Action).

Signature _____

Subscribed and sworn to before me

this 17 day of June, 2024.

erin swanson
Notary Public Signature



SITE VISIT AUTHORIZATION

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

(Address) ~~1355~~ 1355 - 1375 Wilhelm Rd.

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

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

 6-17-2024

Signature of Owner Date

By Owen Floriani

OWNER

Title/Full Corporate Name

If Contract Purchaser:

Signature of Contract Purchaser Date

By _____

Title/Full Corporate Name

If Lessee (Corporate or Partnership):

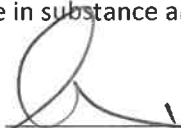
Signature of Lessee Date

By _____

Title/Full Corporate Name

REQUIRED SIGNATURES

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

Signature (Owner):  _____

Date: 6-17-24

Printed Name: OWEN FLORIAN

Title: OWNER

Signature (Owner): _____

Date: _____

Printed Name: _____

Title: _____

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

Signature Contract Purchaser: _____

Date: _____

Printed Name: _____

Title: _____

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

Signature Lessee: _____

Date: _____

Printed Name: _____

Title: _____

SITE PHOTOGRAPHS

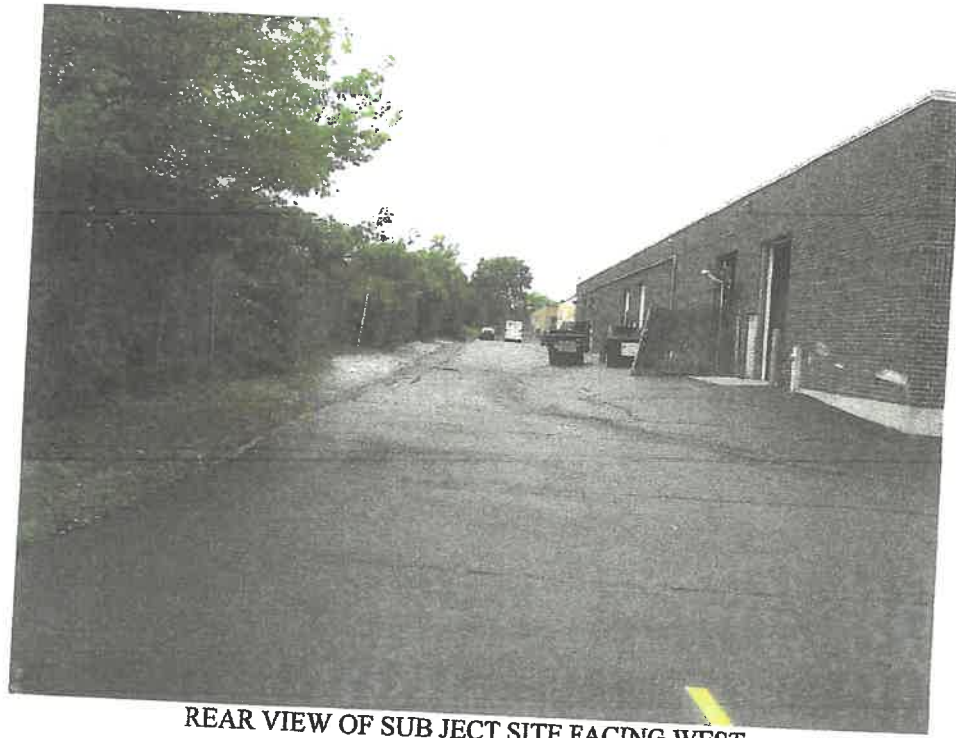


VIEW OF NORTH SIDE OF SUBJECT SITE FACING EAST



VIEW OF WEST SIDE OF SUBJECT SITE FACING SOUTH

SITE PHOTOGRAPHS



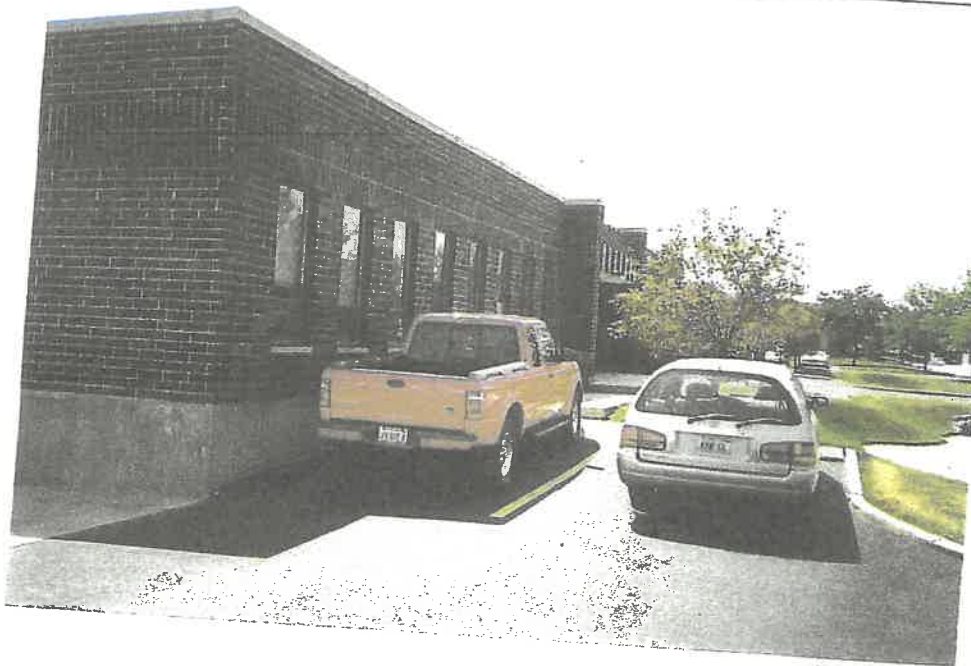
REAR VIEW OF SUBJECT SITE FACING WEST



REAR VIEW OF SUBJECT SITE FACING EAST



View of Front of Site From Northwest

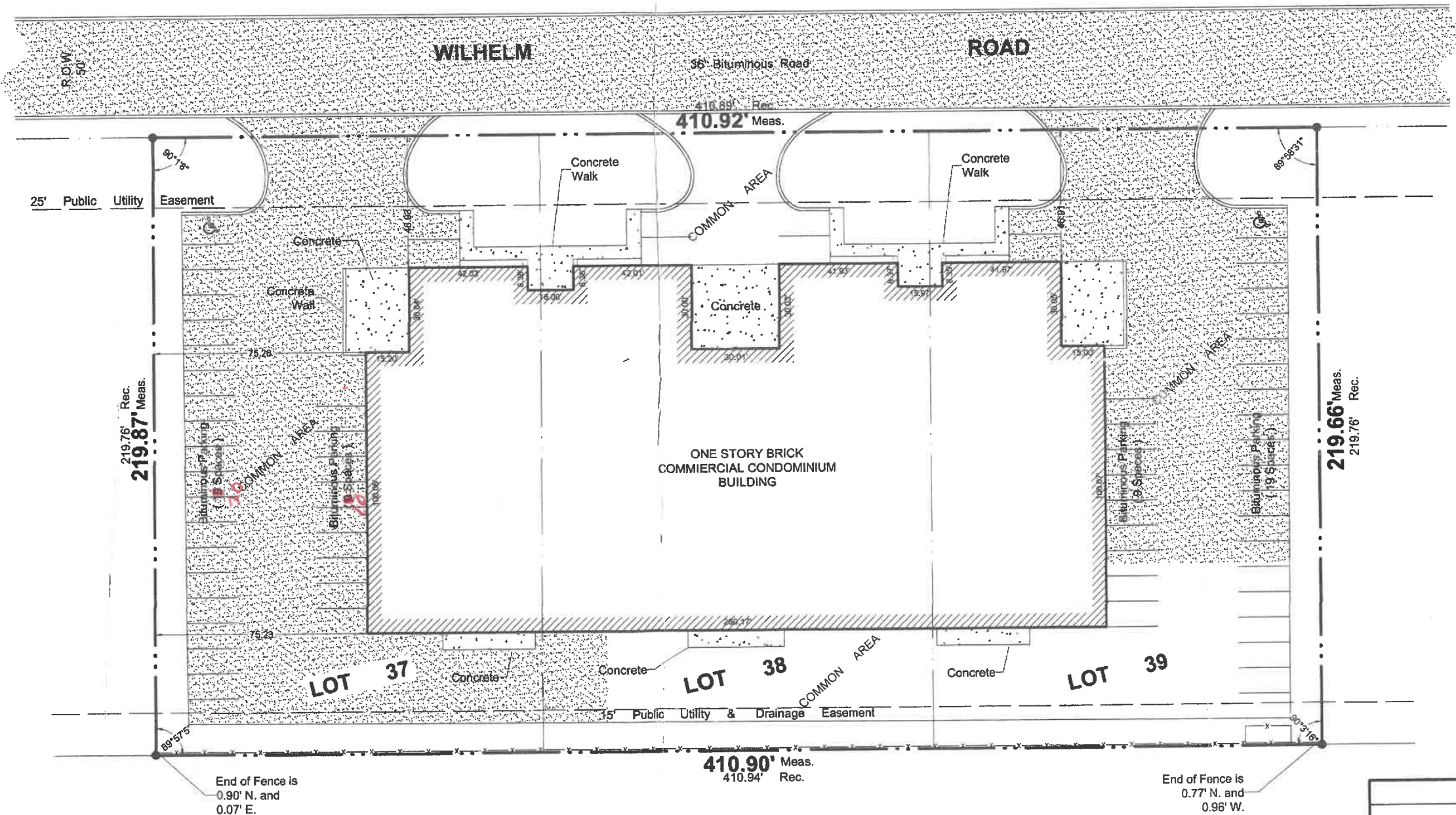


View of Site From Northeast

PLAT OF SURVEY
1355 - 1375 WILHELM CONDOMINIUM
MUNDELEIN, ILLINOIS.

LOTS 37, 38 AND 39 IN BUTTERFIELD "60" UNIT 3-A, A RESUBDIVISION OF PART OF BUTTERFIELD "60" UNIT 3, BEING A SUBDIVISION IN SECTION 5, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 1, 1985 AS DOCUMENT 2365850, IN LAKE COUNTY, ILLINOIS.

1355 - 1375 WILHELM ROAD, MUNDELEIN, ILLINOIS



- LEGEND
- SET IRON PIPE
 - FOUND IRON PIPE
 - ✦ CROSS IN CONCRETE
 - MONUMENT
 - WOOD FENCE
 - CHAIN LINK FENCE
 - MEASURED DISTANCE
 - RECORDED DISTANCE
 - RIGHT OF WAY



STATE OF ILLINOIS)
COUNTY OF COOK) ss
I HEREBY CERTIFY THAT I HAVE SURVEYED THE PREMISES ABOVE DESCRIBED, AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
BARRINGTON ENGINEERING CONSULTANTS, LTD.
DATE: 02/12/02 BY: Keith E. Lacy III
Keith E. Lacy III, P.L.S.
PROFESSIONAL LAND SURVEYOR
ILLINOIS NO. 033-00330
MY PROFESSIONAL LICENSE RENEWAL DATE IS 11/30/02

1. THE LEGAL DESCRIPTION SHOWN HEREON IS THAT WHICH WAS PROVIDED TO BARRINGTON ENGINEERING CONSULTANTS, LTD. BY THE CLIENT.
2. REFER TO DEED, TITLE COMMITMENT AND LAND DEVELOPMENT ORDINANCES FOR BUILDING LINES, EASEMENTS, AND RESTRICT ONE NOT SHOWN HEREON.
3. SCALING FROM REPRODUCTIONS IS NOT RECOMMENDED.

PLAT OF SURVEY

BARRINGTON
ENGINEERING
CONSULTANTS, LTD.
CIVIL ENGINEERING & LAND SURVEYING

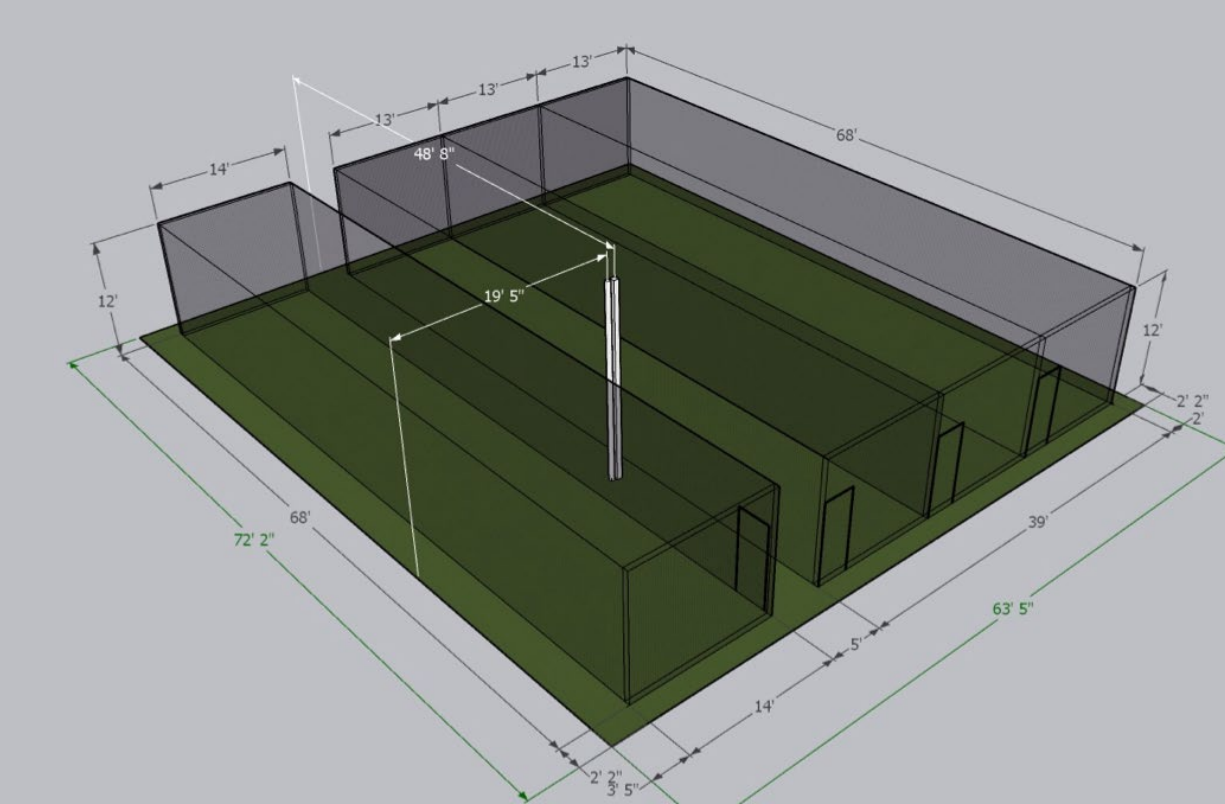
PHONE: (847) 362-0337 FAX: (847) 362-0368
215 S. NORTHWEST HWY. • SUITE 202A • BARRINGTON, IL 60010
REGISTRATION NUMBER: 184-002883

DRAWN BY: SMJ,PJD	PROJECT NO: 5881-0	SHEET	OF
CHECKED BY: KEL	S-T-R: 5-43-11	1	2
BOOK-PAGE: 136-63,68	SCALE: 1" = 20'	DATE OF FIELD WORK 2-4-02	
CLIENT: John Young, Atty.			

From: [Justin Litovsky](#)
To: [Jessica Maryn](#)
Subject: EXTERNAL -Justin Litovsky baseball facility 1355 Wilhelm road, mundelein IL
Date: Sunday, June 23, 2024 8:10:46 PM
Attachments: [Video.MOV](#)

Caution: This message originated outside of the Village of Mundelein -- DO NOT CLICK on links or open attachments unless you are sure the content is safe. If you have any doubt, contact the sender by phone to confirm.

Here at Ground Up Baseball, we specialize in, trending the body and training the mind to be the best possible athlete kids can be. I have owned two other Baseball facilities that have done well for themselves. I will be offering clinics for up to 20 kids at a time, and one on one lessons that will generate enough money To keep this going for a long time. The reason I chose Mundelein is because I know it's surrounding three or four other towns that I know very well, and I know the head coaches of each of those little leagues. My main focus is having a place for kids to have fun and still play baseball when it gets very cold or extremely hot.



Sent from my iPhone

From: [Justin Litovsky](#)
To: [Jessica Maryn](#)
Subject: EXTERNAL -Groundup LLC
Date: Saturday, July 6, 2024 10:24:48 AM

Caution: This message originated outside of the Village of Mundelein -- DO NOT CLICK on links or open attachments unless you are sure the content is safe. If you have any doubt, contact the sender by phone to confirm.

GROUNDUP BASEBALL LLC

1. **Facility Overview**

- **Location**: [1355 Wilhelm Rd., Mundelein, IL]
- **Owner**: [Justin Litovsky]
- **Facility Size**: [8000 ft.²]
- **Opening Date**: [August 15, 2024]

2. **Key Features**

- **Hit Tracks Technology**
 - Description: Incorporation of advanced Hit Tracks technology for tracking and analyzing player performance.
 - Benefits: Enhances training through data-driven insights, real-time analytics, and virtual simulations.
- **Batting Cages**
 - Number: [8 batting cages]
 - Specifications: Adjustable for different skill levels and age groups.
- **Pitching Mounds**
 - Number: [2 pitching mounds]
 - Specifications: Regulation size, suitable for both practice and professional training.
- **Training Rooms**
 - Equipment: State-of-the-art training equipment for strength, conditioning, and rehabilitation.
 - Amenities: Locker rooms and party rooms for kids parties.
- **Viewing Areas**
 - Description: Comfortable seating for spectators with clear views of training activities.
 - Amenities: Refreshments and lounge areas.

3. **Owner's Profile**

- **Social Media Presence**
 - Catchingcoach
 - 22.5k followers

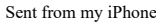
4. **Additional Services**

- **Coaching Clinics**
 - Description: Regular clinics conducted by professional coaches.
 - Target Audience: Youth players, amateur athletes, and professionals.
- **Special Events**
 - Types: Tournaments, exhibition matches, and guest appearances by famous baseball players.
- **Community Programs**
 - Focus: Youth development, community engagement, and promoting baseball at the grassroots level.

5. **Marketing and Promotion**

- **Leverage Social Media**
 - Strategy: Utilize the owner's extensive social media following to promote the facility, share updates, and engage with the community.
 - Campaigns: Interactive campaigns, giveaways, and collaborations with influencers.
- **Partnerships**
 - Collaborate with local schools, sports organizations, and community groups to boost facility usage and community involvement.

This blueprint should give you a comprehensive outline for your new baseball facility, highlighting the advanced technology, your strong social media presence, and the successful history of your previous ventures.



To: Mayor and Board of Trustees

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

For: Village Board Meeting of September 23, 2024

Subject: Auction of Surplus Public Works Equipment

Financial Impact:

N/A

Attachments:

1. O-24-09-44 - Exhibit A - Obenauf Auction Service, Inc

Background:

Ordinance approving the Auction of Surplus Public Works Equipment at Obenauf Online Municipal Consignment Auction.

Recommendation:

Motion to pass an Ordinance approving the auction of surplus public works equipment at the Multi-Jurisdictional Municipal Consignment Online Auction.

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 September 23, 2024 the Corporate Authorities of such Village passed and approved:

Ordinance No. O-24-09-44
which is entitled

Auction of Surplus Public Works Equipment

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 9/24/2024, 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 9/24/2024.

Village Clerk

ORDINANCE NO. O-24-09-44

**ORDINANCE APPROVING THE AUCTION OF SURPLUS PUBLIC WORKS EQUIPMENT AT OBENAUF
ONLINE MUNICIPAL CONSIGNMENT AUCTION**

WHEREAS, the Public Works Department has designated the property identified on **Exhibit A**, attached hereto and made a part hereof, as surplus equipment that has outlived its useful life and should be sold at auction; and

WHEREAS, the Village's Corporate Authorities have determined that it is in the best interests of the Village of Mundelein that the surplus property listed on **Exhibit A** be included in the multi-jurisdictional municipal consignment online auction conducted by Obenauf Auction Services, Inc.

NOW, THEREFORE, BE IT RESOLVED By the Corporate Authorities of the Village of Mundelein, County of Lake, State of Illinois, as follows:

Section 1: The surplus Public Works Department property identified on Exhibit A is authorized for sale at the online Lake County Municipal Consignment Auction.

Section 2: 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, September 23, 2024

APPROVED: Monday, September 23, 2024

ATTEST: _____

Village Clerk

← [Auctions](#) / #912.24 - Village of Mundelein - Vehicles - Misc.

#912.24 - Village of Mundelein - Vehicles - Misc.

Consignment Auction

 Starts: Thu Sep 12 2024 8:00 AM
 Ends: Mon Sep 23 2024 10:00 AM

70 Items

 [Catalog](#)

 [Highlights](#)

 [Notes](#)

 [Terms](#)

These items are located at Village of Mundelein 801 Allanson Road, Mundelein, IL 60060

Contact Dan (224-360-3061)

Pick Up Days are on

Inspection is from 7:00am to 3:00pm BY APPOINTMENT ONLY

INSPECT ALL ITEMS BEFORE BIDDING - THE ENTIRE RISK AS TO THE QUALITY, AUTHENTICITY & CONDITION RESTS WITH THE BUYER.
Reserves - 13% Buyers Fee - Sales Tax

"Reserve prices are subject to be sold last minute for highest bid"

Search



Advanced Search

Choose Category ▾

All Items ▾

Lot#: Ascending ▾

Page 1 of 1 ▾

1 - 70 of 70 entries

First

«

1

»

Last



912.01

2007 Ford F450 Aerial service truck, Vin:1FDXF46P97EB22017. (44,243 miles), 6.0L diesel, Versalift T31 boom with current certification, Brand FX fiberglass service body, front tires about 60%, rears about 40%, auxiliary hydraulics in rear of truck along with the basket. Truck has a very small oil leak. Vehicle runs and operates.

Item Has Reserve

Current Bid : 0.00

 Bid History(0)

Bid Now 2,500.00

11 d : 1 h : 24 m : 16 s



912.02

2001 IH 4900 dump truck, Vin:1HTSDAAN31H372600. (51,304 miles), (5,983 hours), DT466E diesel engine, push button 6 speed transmission, air breaks, 10' ploy plow, stainless steel salt spreader, front tires like new, rears about 40%, box is rusted with some rust holes, drivers seat is ripped, everything functioned last season. Batteries were dead, will need to be jumped.

Current Bid : 0.00

[Bid History\(0\)](#)

Bid Now 2,500.00

11 d : 1 h : 25 m : 16 s



912.03

2018 Ford Explorer, Vin:1FM5K8AR4JGC74480. (101,307 miles) 3.7L engine, AWD, tires about 40%, steering is making a clunking noise, (advise to tow), minor dings and scratches, holes in roof and dash where equipment was mounted, vinyl rear seat, cloth front seats, no center counsel, drivers seat and arm rest is torn. Vehicle runs and drives.

Current Bid : 0.00

[Bid History\(0\)](#)

Bid Now 1,500.00

11 d : 1 h : 26 m : 16 s



912.04

2004 Chevy K3500 quad cab pickup, Vin:1GCHK23U04F180820. (59,534 miles), 6.0L gas engine, 4X4, tires about 75%, minor scratches, rear bumper has a rust hole, has some aftermarket wiring issues, the bar light does not work, may need a battery. Runs and drives good.

Current Bid : 0.00

[Bid History\(0\)](#)

Bid Now 1,500.00

11 d : 1 h : 27 m : 16 s



912.05

2015 Ford Taurus, Vin:1FAHP2MK0FG194251. (81,254 miles), 3.7L engine, tires about 40%, minor dings and scratches, holes in roof and dash where equipment was mounted, vinyl rear seat, cloth front seats, no center counsel, drivers seat is torn, vinyl floor on drivers side has a chunk out of it, may need a battery. Vehicle runs and drives.

Current Bid : 0.00

[Bid History\(0\)](#)

Bid Now 1,500.00

11 d : 1 h : 28 m : 16 s



912.06

2017 Ford Explore, Vin:1FM5K8AR6HGD66619. (74,479 miles), 3.7L engine, AWD, tires about 50%, Coolant leak, tire pressure monitoring system light and airbag lights are on, holes in roof and dash where equipment was mounted, vinyl rear seat, cloth front seats, inside molding by back hatch need to be reinstalled, no center counsel, drivers seat is torn, may need a battery. Vehicle runs and drives

Current Bid : 0.00

[Bid History\(0\)](#)

Bid Now 1,500.00

11 d : 1 h : 29 m : 16 s



912.07

2018 Ford Explore, Vin:1FM5K8AR8JGC74479 (128,901 miles), 3.7L engine, AWD, tires about 50%, transmission slips, (advise to tow) holes in roof and dash where equipment was mounted, vinyl rear seat, cloth front seats, no center counsel, head liner is torn in a few spots, may need a battery. Vehicle runs and drives

Current Bid : 0.00

[Bid History\(0\)](#)

Bid Now 1,200.00

11 d : 1 h : 30 m : 16 s



912.08

2012 Ford E-350 panel van, Vin:1FTSE3EL0CDB33577. (53,356 miles), 5.4L engine, tires about 50%, minor scratches and rust, tool storage units in rear of van, transmission slips, (advise to tow), may need a battery. Vehicle does run and drive.

Current Bid : 0.00

[Bid History\(0\)](#)

Bid Now 1,200.00

11 d : 1 h : 31 m : 16 s



912.09

2010 Ford F 350 pickup, Vin:FTWF3B5XAEA59788 (69,486 miles) 6.0L gas engine, 4X4, Boss plow mount, NO PLOW, Tommy lift gate, (unit has been welded to a stationary position due to a rotted frame work), tires about 80%, minor scratches, rust and dents, drivers seat is ripped, may need a battery. Runs and drives

Current Bid : 0.00

[Bid History\(0\)](#)

Bid Now 1,500.00

11 d : 1 h : 32 m : 16 s



912.10

2013 Ford step bumper and front valance

Current Bid : 0.00

[Bid History\(0\)](#)

Bid Now 25.00

11 d : 1 h : 33 m : 16 s



912.11

2013 Ford tail gate

Current Bid : 0.00

[Bid History\(0\)](#)

Bid Now 25.00

11 d : 1 h : 34 m : 16 s



912.12

Stanley TA54 hydraulic pole tamper

Current Bid : 0.00

 [Bid History\(0\)](#)

Bid Now 20.00

11 d : 1 h : 35 m : 16 s



912.13

Trac Rac aluminum back rack, 69 ¾” wide

Current Bid : 0.00

 [Bid History\(0\)](#)

Bid Now 10.00

11 d : 1 h : 36 m : 16 s



912.14

Ford 6 lug rim with Continental P265/70R17 tire, new spare

Current Bid : 0.00

 [Bid History\(0\)](#)

Bid Now 10.00

11 d : 1 h : 37 m : 16 s



912.15

2016 8 Lug rim with Michelin LT275/70R18 tire, new spare

Current Bid : 0.00

 [Bid History\(0\)](#)

Bid Now 10.00

11 d : 1 h : 38 m : 16 s



912.16

2014 8 Lug rim with Michelin LT275/70R18 tire, new spare

Current Bid : 0.00

 [Bid History\(0\)](#)

Bid Now 10.00

11 d : 1 h : 39 m : 16 s



912.17

2010 8 Lug rim with Michelin LT275/70R18 tire, new spare

Current Bid : 0.00

 [Bid History\(0\)](#)

Bid Now 10.00

11 d : 1 h : 40 m : 16 s



912.18

Victor Stanley Inc. 6’ wood and iron bench, wood is weathered

Current Bid : 0.00

[Bid History\(0\)](#)

Bid Now 10.00

11 d : 1 h : 41 m : 16 s



912.19

Victor Stanley Inc. 6’ wood and iron bench, wood is weathered

Current Bid : 0.00

[Bid History\(0\)](#)

Bid Now 10.00

11 d : 1 h : 42 m : 16 s



912.20

Victor Stanley Inc. 6’ wood and iron bench, wood is weathered

Current Bid : 0.00

[Bid History\(0\)](#)

Bid Now 10.00

11 d : 1 h : 43 m : 16 s



912.21

Victor Stanley Inc. 6’ wood and iron bench, wood is weathered

Current Bid : 0.00

 [Bid History\(0\)](#)

Bid Now 10.00

11 d : 1 h : 44 m : 16 s



912.22

Victor Stanley Inc. 6’ wood and iron bench, wood is weathered

Current Bid : 0.00

 [Bid History\(0\)](#)

Bid Now 10.00

11 d : 1 h : 45 m : 16 s



912.23

Victor Stanley Inc. 6’ wood and iron bench, wood is weathered

Current Bid : 0.00

 [Bid History\(0\)](#)

Bid Now 10.00

11 d : 1 h : 46 m : 16 s



912.24

Victor Stanley Inc. 6’ wood and iron bench, wood is weathered

Current Bid : 0.00

Bid History(0)

Bid Now 10.00

11 d : 1 h : 47 m : 16 s



912.25

Victor Stanley Inc. 6’ wood and iron bench, wood is weathered

Current Bid : 0.00

Bid History(0)

Bid Now 10.00

11 d : 1 h : 48 m : 16 s



912.26

Victor Stanley Inc. 6’ wood and iron bench, wood is weathered

Current Bid : 0.00

[Bid History\(0\)](#)

Bid Now 10.00

11 d : 1 h : 49 m : 16 s



912.27

Victor Stanley Inc. 6’ wood and iron bench, wood is weathered

Current Bid : 0.00

[Bid History\(0\)](#)

Bid Now 10.00

11 d : 1 h : 50 m : 16 s



912.28

Victor Stanley Inc. 6’ wood and iron bench, wood is weathered

Current Bid : 0.00

[Bid History\(0\)](#)

Bid Now 10.00

11 d : 1 h : 51 m : 16 s



912.29

Victor Stanley Inc. 6’ wood and iron bench, wood is weathered

Current Bid : 0.00

 [Bid History\(0\)](#)

Bid Now 10.00

11 d : 1 h : 52 m : 16 s



912.30

Victor Stanley Inc. 6’ wood and iron bench, wood is weathered

Current Bid : 0.00

 [Bid History\(0\)](#)

Bid Now 10.00

11 d : 1 h : 53 m : 16 s



912.31

Victor Stanley Inc. 6’ wood and iron bench, wood is weathered

Current Bid : 0.00

 [Bid History\(0\)](#)

Bid Now 10.00

11 d : 1 h : 54 m : 16 s



912.32

Victor Stanley Inc. 6’ wood and iron bench, wood is weathered

Current Bid : 0.00

 [Bid History\(0\)](#)

Bid Now 10.00

11 d : 1 h : 55 m : 16 s



912.33

Victor Stanley Inc. 6’ wood and iron bench, wood is weathered

Current Bid : 0.00

 [Bid History\(0\)](#)

Bid Now 10.00

11 d : 1 h : 56 m : 16 s



912.34

Mexico Forge 6’ wood and iron bench, wood is weathered

Current Bid : 0.00

 [Bid History\(0\)](#)

Bid Now 10.00

11 d : 1 h : 57 m : 16 s



912.35

Victor Stanley Inc. 6’ wood composite and iron bench, some boards are cracked

Current Bid : 0.00

[Bid History\(0\)](#)

Bid Now 10.00

11 d : 1 h : 58 m : 16 s



912.36

Victor Stanley Inc. 6’ wood composite and iron bench, some boards are cracked

Current Bid : 0.00

[Bid History\(0\)](#)

Bid Now 10.00

11 d : 1 h : 59 m : 16 s



912.37

Victor Stanley Inc. 6’ wood composite and iron bench, some boards are cracked

Current Bid : 0.00

[Bid History\(0\)](#)

Bid Now 10.00

11 d : 2 h : 0 m : 16 s



912.38

(2) 6’ Steel frame wood bench and top pick knick tables, frames are twisted a little, wood is weathered and cracked.

Current Bid : 0.00

[Bid History\(0\)](#)

Bid Now 5.00

11 d : 2 h : 1 m : 16 s



912.39

(2) 6’ Steel frame wood bench and top pick knick tables, frames are twisted a little, wood is weathered and cracked.

Current Bid : 0.00

[Bid History\(0\)](#)

Bid Now 5.00

11 d : 2 h : 2 m : 16 s



912.40

(2) 6’ Steel frame wood bench and top pick knick tables, frames are twisted a little, wood is weathered and cracked.

Current Bid : 0.00

[Bid History\(0\)](#)

Bid Now 5.00

11 d : 2 h : 3 m : 16 s



912.41

(2) 6’ Steel frame wood bench and top pick knick tables, frames are twisted a little, wood is weathered and cracked.

Current Bid : 0.00

[Bid History\(0\)](#)

Bid Now 5.00

11 d : 2 h : 4 m : 16 s



912.42

(2) 6’ Steel frame wood bench and top pick knick tables, frames are twisted a little, wood is weathered and cracked.

Current Bid : 0.00

[Bid History\(0\)](#)

Bid Now 5.00

11 d : 2 h : 5 m : 16 s



912.43

(2) 6’ Steel frame wood bench and top pick knick tables, frames are twisted a little, wood is weathered and cracked.

Current Bid : 0.00

 [Bid History\(0\)](#)

Bid Now 5.00

11 d : 2 h : 6 m : 16 s



912.44

Aluminum garbage containers with wood slat sides and can liners

Current Bid : 0.00

 [Bid History\(0\)](#)

Bid Now 5.00

11 d : 2 h : 7 m : 16 s



912.45

Aluminum garbage containers with wood slat sides and can liners

Current Bid : 0.00

 [Bid History\(0\)](#)

Bid Now 5.00

11 d : 2 h : 8 m : 16 s



912.46

Aluminum garbage containers with wood slat sides and can liners

Current Bid : 0.00

 Bid History(0)

Bid Now 5.00

11 d : 2 h : 9 m : 16 s



912.47

Aluminum garbage containers with wood slat sides and can liners

Current Bid : 0.00

 Bid History(0)

Bid Now 5.00

11 d : 2 h : 10 m : 16 s



912.48

Aluminum garbage containers with wood slat sides and can liners

Current Bid : 0.00

 Bid History(0)

Bid Now 5.00

11 d : 2 h : 11 m : 16 s



912.49

Aluminum garbage containers with wood slat sides and can liners

Current Bid : 0.00

 Bid History(0)

Bid Now 5.00

11 d : 2 h : 12 m : 16 s



912.50

Aluminum garbage containers with wood slat sides and can liners

Current Bid : 0.00

 Bid History(0)

Bid Now 5.00

11 d : 2 h : 13 m : 16 s



912.51

40" round Concrete planter, 19 ¾" deep

Current Bid : 0.00

 Bid History(0)

Bid Now 5.00

11 d : 2 h : 14 m : 16 s



912.52

40" round Concrete planter, 19 ¾" deep

Current Bid : 0.00

 [Bid History\(0\)](#)

Bid Now 5.00

11 d : 2 h : 15 m : 16 s



912.53

40" round Concrete planter, 19 ¾" deep

Current Bid : 0.00

 [Bid History\(0\)](#)

Bid Now 5.00

11 d : 2 h : 16 m : 16 s



912.54

40" round Concrete planter, 19 ¾" deep

Current Bid : 0.00

 [Bid History\(0\)](#)

Bid Now 5.00

11 d : 2 h : 17 m : 16 s



912.55

40" round Concrete planter, 19 ¾" deep

Current Bid : 0.00

 [Bid History\(0\)](#)

Bid Now 5.00

11 d : 2 h : 18 m : 16 s



912.56

40" round Concrete planter, 19 ¾" deep

Current Bid : 0.00

 [Bid History\(0\)](#)

Bid Now 5.00

11 d : 2 h : 19 m : 16 s



912.57

35" round Concrete planter, 19 ¾" deep

Current Bid : 0.00

 [Bid History\(0\)](#)

Bid Now 5.00

11 d : 2 h : 20 m : 16 s



912.58
35" round Concrete planter, 19 ¾" deep

Current Bid : 0.00

 [Bid History\(0\)](#)

Bid Now 5.00

11 d : 2 h : 21 m : 16 s



912.59
35" round Concrete planter, 19 ¾" deep

Current Bid : 0.00

 [Bid History\(0\)](#)

Bid Now 5.00

11 d : 2 h : 22 m : 16 s



912.60
35" round Concrete planter, 19 ¾" deep

Current Bid : 0.00

 [Bid History\(0\)](#)

Bid Now 5.00

11 d : 2 h : 23 m : 16 s



912.61

35" round Concrete planter, 19 ¾" deep

Current Bid : 0.00

 [Bid History\(0\)](#)

Bid Now 5.00

11 d : 2 h : 24 m : 16 s



912.62

35" round Concrete planter, 19 ¾" deep

Current Bid : 0.00

 [Bid History\(0\)](#)

Bid Now 5.00

11 d : 2 h : 25 m : 16 s



912.63

35" round Concrete planter, 19 ¾" deep

Current Bid : 0.00

 [Bid History\(0\)](#)

Bid Now 5.00

11 d : 2 h : 26 m : 16 s



912.64

35" round Concrete planter, 19 ¾" deep

Current Bid : 0.00

 [Bid History\(0\)](#)

Bid Now 5.00

11 d : 2 h : 27 m : 16 s



912.65

35" round Concrete planter, 19 ¾" deep

Current Bid : 0.00

 [Bid History\(0\)](#)

Bid Now 5.00

11 d : 2 h : 28 m : 16 s



912.66

35" round Concrete planter, 19 ¾" deep

Current Bid : 0.00

 Bid History(0)

Bid Now 5.00

11 d : 2 h : 29 m : 16 s



912.67

35" round Concrete planter, 19 ¾" deep

Current Bid : 0.00

 Bid History(0)

Bid Now 5.00

11 d : 2 h : 30 m : 16 s



912.68

35" round Concrete planter, 19 ¾" deep

Current Bid : 0.00

 Bid History(0)

Bid Now 5.00

11 d : 2 h : 31 m : 16 s



912.69

35" round Concrete planter, 19 ¾" deep

Current Bid : 0.00

 [Bid History\(0\)](#)

Bid Now 5.00

11 d : 2 h : 32 m : 16 s



912.70

Current Bid : 0.00

 [Bid History\(0\)](#)

Bid Now 25.00

11 d : 2 h : 33 m : 16 s

To: Mayor and Board of Trustees

From: Adam Boeche, Director of Public Works and Engineering

For: Village Board Meeting of September 23, 2024

Subject: 1-ton Dump Truck Upfitting

Financial Impact:

\$93,506.00 - 272-48370-445 - Dump Trucks

Attachments:

1. R-24-09-56 - Exhibit A - Proposals

Background:

Recommendation:

Motion to adopt a Resolution accepting a proposal and approving purchase order number 13875 for Monroe Truck Equipment, Inc. for upfitting of a 1-ton dump truck in the amount of \$93,506.00.

I hereby certify that the attached is an original of
Resolution No. R-24-09-56
that said Resolution was adopted on **September 23, 2024**,
that it was posted in the Village Hall commencing on
9/24/2024 and for at least 10 days
thereafter. Copies are available for public inspection
upon request of the Village Clerk.

Village Clerk

RESOLUTION NO. R-24-09-56

A RESOLUTION ACCEPTING PROPOSALS AND APPROVING A PURCHASE ORDER FOR MONROE TRUCK EQUIPMENT, INC. FOR THE UPFITTING OF A 1-TON DUMP TRUCK IN THE AMOUNT OF \$93,506.00.

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 \$20,000.00 shall be competitively bid; and

WHEREAS, Public Works and Engineering budgeted for the cost of unfitting a 1-ton dump truck for the Public Works and Engineering Department; and

WHEREAS, on September 9, 2024, sealed proposals for the upfitting of a 1-ton dump truck were received and opened; and

WHEREAS, the following proposals were received:

VENDOR	COST
Monroe Truck Equipment, Inc.	\$93,506.00
Henderson Products, Inc.	\$99,424.00

; and

WHEREAS, Monroe Truck Equipment, Inc. provides the Village with the most cost-effective method to purchase the upfitting.

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 proposals submitted by Monroe Truck Equipment, Inc. and Henderson Equipment, Inc. as detailed in **Exhibit A**, attached hereto is accepted.

SECTION II. A purchase order for the full purchase price is approved in the amount of \$93,506.00 to Monroe Equipment, Inc.

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

President

ADOPTED: Monday, September 23, 2024

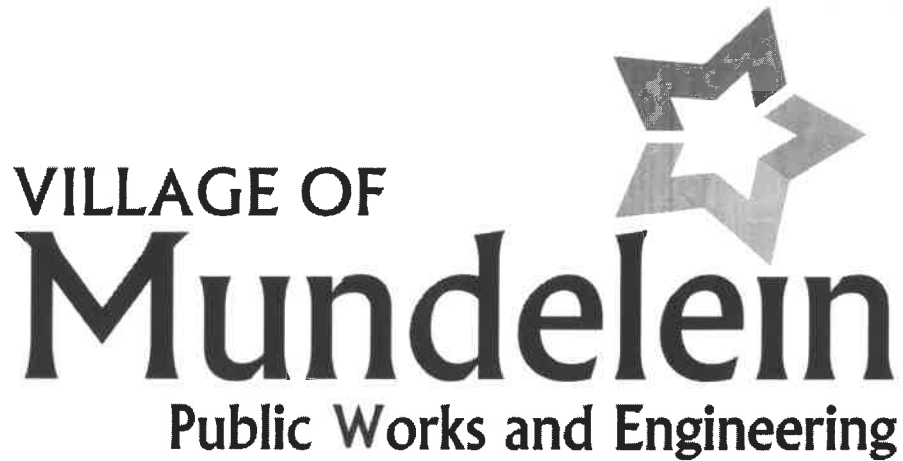
APPROVED: Monday, September 23, 2024

ATTEST: _____

Village Clerk

REQUEST FOR PROPOSALS

1-Ton Dump Truck Upfitting



PROPOSAL SUBMITTED BY		
<i>Henderson Products</i>		
Contractor's Name		
<i>11921 Smith Drive</i>		
Street	P.O. Box	
<i>Aurora</i>	<i>IL</i>	<i>60142</i>
City	State	Zip Code

EXHIBIT E – PRICE PROPOSAL

VILLAGE OF MUNDELEIN 1-Ton Dump Truck Upfitting

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to change.
2. The Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released.
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and
4. Any items of Work not specifically listed or referred to in the Schedule of Prices shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

SCHEDULE OF PRICES

ITEM	UNIT	TOTAL QUANTITY	TOTAL COST
I-TON TRUCK UPFITTING	LUMP SUM	1	\$ 99,424.00

BIDDER'S SIGNATURE PAGE

The undersign declares that they carefully examined the proposed work, specifications, and special requirements, and hereby proposes and binds themselves on award by the Village Board in accordance with said Contract Requirements.

The persons executing this Proposal/Contract on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Proposal/Contract on behalf of said party, (iii) by so executing this Proposal/Contract, such party is formally bound to the provisions of this Proposal/Contract, and (iv) the entering into this Proposal/Contract does not violate any provision of any other Proposal/Contract to which said party is bound. This Proposal/Contract shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

Bidder Status

Corporation ☒ State: Iowa

Partnership ☐ State: _____

Individual Proprietorship: _____

Bidders Company/Firm Name:

Henderson Products

Bidders Company/Firm Address:

916 South 10th Street Manchester, IA 52057

Telephone: (563) 927-7000

E-Mail: CFack@HendersonProducts.com

Signature: Chris Fad

Printed Name: Chris Fad

Title/Position (must be an official officer of company/firm): _____

If a Corporation or Partnership, list all officers and partners: - SEE Attached Page

Name	Title	Address

Officers and Directors**Henderson Enterprises Group, Inc.**

Director, Chief Executive Officer and President	Director & Officer	Robert McCormick	7777 North 73 rd Street	Milwaukee, WI 53223
Chief Financial Officer	Officer	Sarah Lauber	7777 North 73 rd Street	Milwaukee, WI 53223
Treasurer	Officer	Robert Young	7777 North 73 rd Street	Milwaukee, WI 53223
Secretary	Officer	Jon J. Sisulak	7777 North 73 rd Street	Milwaukee, WI 53223

Henderson Products, Inc.

President	Officer	Todd Fierro	1085 South 3 rd Street	Manchester, IA 52057
Director of Finance	Officer	David Westergaard	1085 South 3 rd Street	Manchester, IA 52057
Treasurer	Officer	Robert Young	7777 North 73 rd Street	Milwaukee, WI 53223
Secretary	Officer	Jon J. Sisulak	7777 North 73 rd Street	Milwaukee, WI 53223

EXHIBIT A – CONTRACT PROPOSAL AND BIDDER'S SIGNATURE PAGE

**VILLAGE OF MUNDELEIN
1-Ton Dump Truck Upfitting**

Full Name of Bidder:

Henderson Products

Principal Office:

Address

11921 Smith Drive Huntley, IL 60141

Local Office Address:

Contact Person:

Chris Fack

Telephone:

(847) 754-5035

E-mail:

CFack@HendersonProducts.COM

TO:

Village of Mundelein
801 Allanson Road
Mundelein, Illinois 60060

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda (if any), which are securely stapled to the end of this Contract/Proposal.

1. Work Proposal

- A. Contract and Work. If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work"
1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary.
 2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.
 3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates specified in this Contract/Bid.
 4. Taxes. Pay all applicable federal, state and local taxes.
 5. Miscellaneous. Do all other things required of Bidder by this Contract.
 6. Quality. Provide, perform, and complete all the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

of the contract. The Owner shall provide written notification to the contractor 10 calendar days prior to cancellation. All work must be completed by the successful Bidder within sixty days of the Owner's acceptance of the proposal.

Exhibit A:	Contract/Proposal and Bidder's Signature Page
Exhibit C:	Contractor's Work History Statement
Exhibit D:	Specifications
Exhibit E:	Price Proposal Forms

EXHIBIT C – CONTRACTOR's WORK HISTORY STATEMENT**VILLAGE OF MUNDELEIN
1-Ton Dump Truck Upfitting**

Add separate sheets, if necessary, for full disclosure. Joint ventures must submit separate work history statements for the joint venture and for each signatory to the joint venture agreement.

	NAME	YEARS WITH COMPANY	CONTACT NUMBER
Project Manager			
Superintendent			
Field Supervisor			

A. Provide one (1) reference, including work performed and contract value for each of the following.

PROJECT 1

Owner Name	Ranc County		
Address	416011 Burlington Road 60175		
Contact Person	Gary Voss		
Telephone	(630) 584-1170		
Type of Work	Upfitting		
Contract Value	\$500,000.00	Completion Date:	2023

PROJECT 2

Owner Name			
Address			
Contact Person			
Telephone			
Type of Work			
Contract Value	\$	Completion Date:	

PROJECT 3

Owner Name			
Address			
Contact Person			
Telephone			
Type of Work			



HENDERSON

PRODUCTS, INC.

11921 SMITH DRIVE
HUNTLEY, IL 60142
PHONE: 847-836-4996
FAX: 563-927-7108

CUSTOMER QUOTE

Page 1
Quote #184779
Rev #67

To: Village of Mundelein
Attn:
Quote Date: 9/9/2024
Valid Until: 11/8/2024

Quoted By: Chris Fack
Phone: 847-836-4996
Cell: 847-754-5035
Fax: 563-927-7108
Email: cfack@hendersonproducts.com

Quoted:

1-TON DUMP TRUCK UPFITTING VILLAGE OF MUNDELEIN BID

Henderson Products is pleased to present the following quote. Please contact us if you have any questions.

Mark III utility sized single axle dump body

Body Length: 10' body length
Side / Tailgate Height: 18" side height / 24" tailgate height 3.9/5.3 yd
Hoist Type: Telescopic hoist, trunion mount (Req's Min 2000 PSI)
Hoist Cylinder: M90-3.5-3 single acting cylinder standard
Side Construction: Double Wall 12 ga FIXED Sides
Optional Sides/Ends Materials: 201SS sides and ends
Optional Floor Materials: 3/16" AR400 floor ILO std grade 50
Tailgate Style: Standard Dump Tailgate-Requires Pin Removal for Lay Down
Headsheet Type: Headsheet without integral cabshield and windows
Option 1 Description: A FRAME FOR SWAPLOADER SL105, - INSTALLED
Option 2 Description: DEDUCT MK3 body only 10ft. NO HOIST
Option 3 Description: Wet Paint Ford Oxford White
Option 4 Description: A FRAME FOR SWAPLOADER SL105, - SHIPPED LOOSE

TGS salt / sand spreader

TROUGH MATERIAL: 201SS
AUGER SIZE AND TYPE: 6" dia. auger, 5:1 gearcase drive
MOUNTING BRACKETS: Standard Mount Kit 96" Width
AUGER SPEED SENSOR: Auger speed sensor

Installation Workup

Facility: IDC-IL
Chassis Delivery To Henderson: Truck Dealer/Customer Delivers
Completed Truck Delivery Method: Henderson Delivers (100 miles or less)

Non-Henderson Equipment: Yes (SELECT OPTIONS BELOW)

Front Plow Type: Western/Fisher Type Plow
Western/Fisher Plow Spec: 9ft. Western Pro Plus Plow With Joystick Controller
Plow Options 1: Curb Guards
Plow Options 2: Rubber Snow Deflector





HENDERSON

PRODUCTS, INC.

11921 SMITH DRIVE
HUNTLEY, IL 60142
PHONE: 847-836-4996
FAX: 563-927-7108

CUSTOMER QUOTE

Page 2
Quote #184779
Rev #67

Flow Options 3: **LED Plow Lights**

Dump Body Type: **Mark Three**

Floor Length: **10' floor length**

Hoist Type: **Hook Lift System (Complete Hooklift quote section)**

Body Material (Sides/ends): **Stainless Steel Type Body Material**

Shovel Holder: **(1) IDC Supl'd Spring Loaded SS Shovel Holder w/ SS brckt**

Shovel Holder Loc (1): **Driver side body**

Fuel Fill Neck Mod, Ford/Dodge: **Yes**

Body Install Options 1: **STATIONARY CABSHIELD**

Body Spec Notes:

Spreader Type: **TGS**

TGS Drive Type: **Hydraulic Drive**

TGS Spinner Configuration: **Single Spinner Install**

TGS Body Type: **Standard straight gate body install**

TGS mounting type: **STD TGS brackets (supplied with unit)**

HYD QD Mount Brackets: **Stainless Steel QD Mount in front of dump body bolster**

Chassis Accessories: **Yes (SELECT RELATED OPTIONS BELOW)**

Fenders: **Poly fenders, Full Pair, single axle, SS mount**

Pintle Plate: **Yes (select from options below)**

Pintle Plate Configuration: **1 Ton, 5/8" Plate, 2.5" Recvr (w/3LTC)**

Pintle Plate D-Rings: **Qty (2) 5/8" D-rings**

Trailer Plug (1): **7 Pin Trailer Plug, Truck end 7-Way RV, new style (municipal)**

Truck Wash: **Complete Truck Wash/Clean/Vac 1**

Warranty: **Standard 1 Year Warranty**

Inspection: **Walk-around meeting only**

Electrical: **Yes (SELECT RELATED OPTIONS BELOW)**

Power Distribution Panel: **Power Distribution Panel**

Worklight(s) QTY: **(QTY 2) Work Lights (Select type below)**

Worklight (1) Type: **LED, Worklight, 4in Round (Optilux)**

Worklight (1) Gen Location: **On rear of body**

Worklight (2) Type: **LED, Worklight, 4in Round (Optilux)**

Worklight (2) Gen Location: **On rear of body**

Cab Beacon: **LED Mini Ltbar, 201SS Self Level Mntng Brkct, Top Mnt**

Rear Dump Bolster (S/T/T): **LED S/T/T/BU, MK3, Grote harness light kit**

OEM Light Remount: **TBD @ Prebuild**

Back up alarm: **Relocate chassis supplied b/u alarm (verify if incl w/ OEM)**

Body up switch/light: **Body UP Switch/Body Up Light (Trucklite)**

Brake controller: **Supplied with Chassis**

Backbone & Wire Standoffs: **10' Backbone (For SA)**

Grill Light(s): **Whelen Grill Mount Strokes (Pair)**

Electrical Install Opt 1: **Install 160549 Light Bar On Stake Body**

Electrical Install Opt 2: **INSTALL BACKUP CAMERA IN PINTLE PLATE**

Electrical Spec Notes:





HENDERSON

PRODUCTS, INC.

11921 SMITH DRIVE
HUNTLEY, IL 60142
PHONE: 847-836-4996
FAX: 563-927-7108

CUSTOMER QUOTE

Page 3

Hooklift: **Yes (SELECT RELATED OPTIONS BELOW)**

Hooklift System: **Yes (Select Options Below) (Price System Below)**

Hooklift System Details: **SL-105 (fixed 35 5/8in.Jib) 10,500 # Dump / Lift
Capacity Ho**

Number of attachments: **1 attachment**

Rollers: **1 pr for 1 attachmnt (fact/vend suppl'd, sales order w/ unit)**

Leg Assy w/ Rollers: **1 pr for 1 attachmnt (fact/vend suppl'd, sales order w/ unit)**

Hooklift Spec Notes:

Hydraulics: **1 ton package**

Hydraulic System Type: **Central Hydraulic System (Transmission Mnt)**

System Spec/Quote: **QT001-2000656-1**

Valve Enclosure Type: **Supplied With Hydraulics**

SS Tubing Upgrade: **1 Ton Kit (w/spreader)**

Quick Coupler Upgrade: **Standard Quick Couplers**

Hydraulics Notes:

5100 Force America Spreader Controller

Cable Controls

Quantity of Non-Henderson Equip: **Quantity 1**

Equipment Type 1: **Flatbed or Utility box**

Equipment 1 quote number: **Knapheide PCH-105 CARGO Hauler Wood**

Equipment 1 spec:

10'6" long x 96" wide platform

Treated #1 yellow pine wood floor

1/2" thick - 2" x 5" angle long sills (to bolt to swaploader skid)

Outside rub rail with 2" x 4" stake pockets on 24" centers

(2) Step ladder rack front D.S

2" x 2" tube bulkhead with louvers; 41" tall

Includes rear light skirt with all LED DOT Lighting





HENDERSON

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FAX: 563-927-7108

CUSTOMER QUOTE

Page 4
Quote #184779
Rev #67

Original package price: \$101,840.64
Single package total: \$99,424.00
Package(s): 1
Total: \$99,424.00

Sales tax may apply to this order but is not included in the package total. If you are tax exempt, please submit your exemption certificate to finance@hendersonproducts.com.

Due to the volatility in material costs and chassis delays, pricing is subject to change at time of manufacturing and/or upfit.

Signed: _____ Date: _____

Quote notes:

Henderson offers a deposit program with additional discounts. Please contact your Henderson sales representative for more details.

The buyer agrees to indemnify, defend and hold Seller and its officers, directors, employees, shareholders, affiliates, agents, representatives, successors and assigns harmless from any and all claims, actions, demands, penalties, legal proceedings, judgements, settlements, sums, costs, liabilities, losses, obligations, damages, penalties, fines, costs, and other expenses (including but not limited to reasonable attorney's fees) relating to, arising out of or resulting from (i) the buyer's, and/or the buyer's customers' use, misuse, or alteration of any Product, including without limitation, any third-party claims for personal injury or property damage resulting from the buyer's and/or the buyer's customers' negligence or willful misconduct; or (ii) the buyer's breach of these Terms of Sale.



Knapheide PCH-105 CARGO Hauler Wood

Overall length - - - - -10'-5"

Overall width- - - - -95.90"

Platform Floor - - - - -2" nom. dense ylw. pine

Side rails - - - - -5.88" 7 Ga.

End Rail, front- - - - -5.88" 7 Ga.

Cross sills (12"spc.)- -4" structural channel

Long sills (34"spc.) - -5" structural channel

Platform prime paint - -Complete immersion in electrodeposition gray epoxy primer.

Undercoating - - - - -Complete undercoating

Platform finish paint - Oven-cured black paint

Platform lights- - - - -11 rectangular, sealed

Cushion strips - - - - -2"x3" nom. dense ylw. pine

Tapered rear skirt/rear end rail combination, 7Ga.

1 Notch Front & Rear End RI Notch for front and rear end rails for roll off body ~~XXXXXXXXXX~~

1 Black 3 step retractable step



PRO PLUS(R) Specifications

Bid

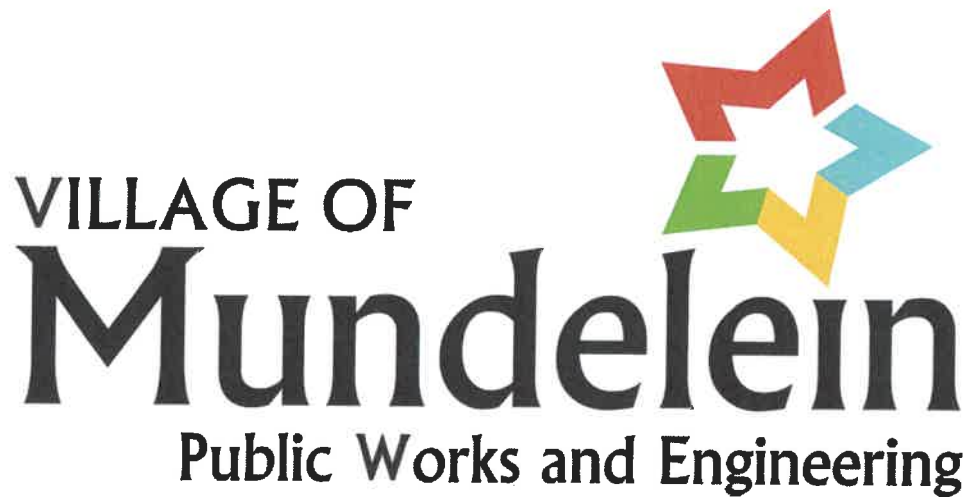
Imperial	8'	8'6"	9'
Moldboard Options	Steel	Steel	Steel
Blade Type	Straight Blade	Straight Blade	Straight Blade
Vehicle Compatibility	Truck Class 2 & 3, Skid-Steers & Tractors	Truck Class 2 - 5, Skid-Steers & Tractors	Truck Class 2 - 5, Skid-Steers & Tractors
Approx. Weight* (Without Mount)	823 lbs	840 lbs	858 lbs
Plowing Width (Full Angle)	6'11"	7'4"	7'9"
Blade Width	8'	8'6"	9'
Blade Height	31.5"	31.5"	31.5"
Blade Thickness	12 ga	12 ga	12 ga
Shock Absorbers	2	2	2
Trip Springs	4	4	4
Ribs	8	8	8
Lift Cylinder	1½" x 8"	1½" x 8"	1½" x 8"
Angling Rams	1½" x 12"	1½" x 12"	1½" x 12"
Cutting Edge	½" x 6" (Standard)	½" x 6" (Standard)	½" x 6" (Standard)
Mount Type	UltraMount® 2	UltraMount 2	UltraMount 2

Metric	8'	8'6"	9'
Models	8'	8'6"	9'
Moldboard Options	Steel	Steel	Steel
Blade Type	Straight Blade	Straight Blade	Straight Blade
Vehicle Compatibility	Truck Class 2 & 3, Skid-Steers & Tractors	Truck Class 2 - 5, Skid-Steers & Tractors	Truck Class 2 - 5, Skid-Steers & Tractors
Approx. Weight* (Without Mount)	373 kg	381 kg	389 kg
Plowing Width (Full Angle)	2.11 m	2.24 m	2.36 m
Blade Width	2.44 m	2.59 m	2.74 m
Blade Height	80.01 cm	80.01 cm	80.01 cm
Blade Thickness	12 ga	12 ga	12 ga
Shock Absorbers	2	2	2
Trip Springs	4	4	4
Ribs	8	8	8
Lift Cylinder	3.81 cm x 20.32 cm	3.81 cm x 20.32 cm	3.81 cm x 20.32 cm
Angling Rams	3.81 cm x 30.48 cm	3.81 cm x 30.48 cm	3.81 cm x 30.48 cm
Cutting Edge	1.27 cm x 15.24 cm (Standard)	1.27 cm x 15.24 cm (Standard)	1.27 cm x 15.24 cm (Standard)
Mount Type	UltraMount® 2	UltraMount 2	UltraMount 2

*Does not include vehicle mount (28 lb to 145 lb weight range). Please refer to the Quick Match program for specific vehicle applications.

REQUEST FOR PROPOSALS

1-Ton Dump Truck Upfitting



PROPOSAL SUBMITTED BY Tim Reynolds	
Contractor's Name Monroe Truck Equipment Inc.	
Street 1051 West 7TH St.	P.O. Box
City Monroe	State WI 53566 Zip Code

**OWNER:
VILLAGE OF MUNDELEIN
801 ALLANSON ROAD
MUNDELEIN, IL 60060
(847) 949-3270**

**REQUEST FOR PROPOSALS
Mundelein 1-Ton Dump Truck Upfitting**

OWNER:
Village of Mundelein
801 Allanson Road
Mundelein, Illinois 60060

Owner will receive sealed proposals for the Work generally described as follows:

Sealed bids are due by and will be publicly opened on September 9, 2024, at 10:00a.m. at 801 Allanson Road, Mundelein, IL 60060.

Any questions relating to the bid specifications and to schedule pre-bid meetings, please contact:

Village of Mundelein Jeff Carrier, General Services Superintendent 847-949-3278 jcarrier@mundelein.org

INSTRUCTIONS TO BIDDERS

Intent

The Village of Mundelein (Owner) intend to bid the UPFITTING ONLY for a single axle 1-ton dump truck. The Board of Trustees has the right to review and approve or reject the bid award and execute the contract.

Preparation of Proposals

All proposals for the Work shall be made only on the blank price proposal form attached to this Request for Bids and shall be complete with a lump sum price. All proposals must be signed by an authorized official. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected. Please review all document materials before determining price proposal.

Obtaining Bid Documents

Bid Documents may be obtained in two ways:

1. Via the Internet at: <https://www.Mundelein.org/577/Bids-and-Proposals>
2. Hard copy in person from Public Works and Engineering, 801 Allanson Road, Mundelein, Illinois 60060. A \$5 non-refundable bid deposit is required prior to issuance of Bid Documents. Please contact the office 24 hours in advance to schedule pick up.

Clarifications

Owners reserve the right to make clarifications, corrections, or changes in this Request for Contract at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes.

Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and the bidder's full legal name and shall be addressed and delivered to the place and before the time set forth above. Proposals may be delivered by mail or in person. Proposals received after the time specified above will be returned unopened.

Bidders must execute all signatures where required on their submitted Bid proposals. Bidders need not return the entire contract proposal when bids are submitted unless otherwise required. Portions of the proposal that must be returned include the following:

1. Contract Cover
2. Proposal and Bidder's Signature Page
3. Contractor's Work History Statement
4. Price Proposal Form

Opening of Proposals

Proposals will be publicly opened and read at the time and place specified above. Bidders, their authorized agents, and interested parties are invited to be present.

Withdrawal of Proposals

No proposal shall be withdrawn for a period of **90 days** after the opening of any proposal.

Rejection of Bids

Proposals that are not submitted on the proposal price form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, the Owner may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

Acceptance of Proposals

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

The Owner reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of Owner and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon, or anticipate, such waivers in submitting their proposal.

Upon acceptance of the successful Bidder's proposal by an Owner, the successful Bidder's proposal, together with Owner's notification of acceptance in the form attached to this Request for Proposals, shall become the contract for the Work.

Execution of Contract

If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall provide a Performance Bond to each Owner on forms provided by the Owners, or otherwise acceptable to Owners, from a surety company acceptable to Owners, each in the penal sum of 5% of the Contract Price, within 10 calendar days following Owner's acceptance of this Contract. The Contractor shall hold a contract with the Village of Mundelein, which may elect to cancel the contract without cause at any point in the duration

of the contract. The Owner shall provide written notification to the contractor 10 calendar days prior to cancellation. All work must be completed by the successful Bidder within sixty days of the Owner's acceptance of the proposal.

Exhibit A: Contract/Proposal and Bidder's Signature Page
Exhibit C: Contractor's Work History Statement
Exhibit D: Specifications
Exhibit E: Price Proposal Forms

EXHIBIT A – CONTRACT PROPOSAL AND BIDDER’S SIGNATURE PAGE

**VILLAGE OF MUNDELEIN
1-Ton Dump Truck Upfitting**

Full Name of Bidder: Monroe Truck Equipment Inc.
Principal Office:
Address 1051 West 7TH St. Monroe WI 53566
Local Office Address: 1051 West 7TH St. Monroe WI 53566
Contact Person: Tim Reynolds Telephone: 815-275-0223
E-mail: Tim.Reynolds@aebi-schmidt.com

TO:

Village of Mundelein
801 Allanson Road
Mundelein, Illinois 60060

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda (if any), which are securely stapled to the end of this Contract/Proposal.

1. Work Proposal

- A. Contract and Work. If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work"
1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary.
 2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.
 3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates specified in this Contract/Bid.
 4. Taxes. Pay all applicable federal, state and local taxes.
 5. Miscellaneous. Do all other things required of Bidder by this Contract.
 6. Quality. Provide, perform, and complete all the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

- B. Performance Standards. If this Contract is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the specifications attached hereto and by this reference made a part of this Contract.
- C. Changes to Scope of Work. If the Owner deems it proper or necessary during the execution of the work to make any alteration which will increase or diminish the quantity of labor or material or the expense of the work, even to the elimination of one or more items, such alteration shall not annul or vitiate the Contract hereby entered. The elimination of any part of the work shall not increase the unit price for any of the remaining work bid on. The value of the work so added shall be based on the rates and prices named in the Contract as bid, when such rates and prices cover the class of work added, otherwise the value shall be determined by mutual written agreement between the Owner and the Contractor before any such work shall be commenced.
- D. Responsibility for Damage or Loss. If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, or other property or persons as a result of the Work.
- E. Extra Work. No claim whatsoever will be allowed the Contractor for changes, extra work or material not contemplated or necessary for the completion of the work described, or for a greater amount of money than is hereby stipulated to be paid, unless the change in or addition to the work requiring additional outlay by the Contractor is first ordered in writing by the Owners and the price herein stipulated to the Contractor.
- F. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owners, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Bidder's expense and risk.
- G. Ordinances. The Contractor shall observe all laws and ordinances controlling or limiting those engaged in public work, which ordinances and laws are made a part of these Specifications. The Contractor shall provide and maintain such sanitary accommodations for the use of his employees as may be necessary to comply with the State and Local Board of Health requirements. Public nuisances will not be tolerated.
- H. Patents. All fees for any patented invention, article or arrangement that is used upon, or in any manner connected with the construction, erection or maintenance of the work, or any part thereof embraced in the Contract and these Specifications, shall be included in the price stipulated in the Contract for said work, and the Contractor must protect and hold harmless the Owner against all demands for fees or claims. It is hereby expressly agreed that alleged ownership by a Contractor of trade secrets as to materials used in any part of the work, or the preparation of any mixture for such work, shall not be recognized by the Owner in the performance of this Contract. The Owner shall always have the right to demand and shall be furnished information concerning materials, samples or ingredients of materials used or proposed to be used in the prosecution of said work.

- I. Damage. All loss or damage arising out of the nature of the work to be done, or from any delay or unforeseen or unusual obstructions, or from difficulties, which may be encountered in the prosecution of the work or arising from the action of the elements, shall be sustained at the Contractor's expense.

The Contractor agrees to hold the Owner harmless from any such claims or demands of any kind, arising from their performing the work on this Contract.

- J. Claims. The Contractor agrees to save and hold harmless the Owner from all claims, demands, suits, judgment decrees, including costs, expenses, and attorney fees on account of, or arising out of persons engaged in the performance of this Contract.

The Contractor shall save the Owner harmless from all claims, demands, suits, judgment decrees, including costs, expenses, and attorney fees on account of, or arising out of any infringement of any patent rights or royalties claimed by any one on account of machinery, instrument tools, materials, principals, or processes used by them or about said work.

- K. Procedure for Resolving Property Damage Claims. The Contractor agrees to adhere to the following procedure to resolve all property damage claims that are related to the performance of all Work on this Contract. The Village reserves the right to withhold one and one-half times the estimated cost of the damages from sums due the Contractor until all claims related to performance of their Work are resolved as herein provided.

Upon receipt of a claim against the Contractor for property damage allegedly caused or related to the performance of their Work under this Contract, Contractor shall, within 5 working days of receipt of such claim:

- Acknowledge the claim, in writing, to the property owner.
- Furnish the Owner with written acknowledgement of receipt of the claim, including a copy of the claim and all information related to it.
- If the claim is not settled within 5 days, the Contractor shall:
 - Forward the claim to the Contractor's Insurance Carrier.
 - Furnish the Owner with a copy of the Insurance Carrier's written acknowledgement of receipt of the claim.
- The General Contractor shall either settle or deny the claim within 60 calendar days from initial receipt of the claim, the General Contractor shall:
 - Notify the Owner, in writing, of claims that have been settled or denied, including the terms of the settlement or the reason for the denial.
 - Notify the property owner if there is a decision to deny their claim and shall include in the Notice of Denial, the name and address of the person authorized to accept service of process on behalf of the General Contractor.
- When a claim is allowed, payment to the property owner in the amount of the award must be within 30 days of the award.

If the Contractor does not make payment to the property owner within the 30-day period, the Owner shall be authorized to make the payment in the amount of the award on behalf of the Contractor and deduct the amount of the payment from the amount due the Contractor on the next payment due the Contractor under this Contract.

2. Contract Price Proposal

Bid prices shall include all required insurance, permits, bonds, labor materials and shipping costs (including any additional charges for overtime or off-hour work). Any unforeseen work that may be revealed during this project shall immediately be brought to the attention of the Owner. The Owner may then, at its sole discretion, allow the Contractor to submit a not to exceed time and material bid to alleviate the unforeseen work. Said work will be above and beyond the scope of this bid. The Owner requires the breakdown of the various costs enumerated in the bid form be made a part of this bid package. Any bidder that does not fully provide all required information may be deemed to be a non-responsive bid at the sole discretion of the Owner.

A. Basis for Determining Prices. It is expressly understood that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change.
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released.
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.

B. Time of Payment.

It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

Provide invoice of services rendered when project is completed. Net 30 days term from date of invoice rendered.

All payments may be subject to deduction or set-off by reason of any failure of Bidder to perform under this Contract. Each payment shall include Bidders certified transcript of payroll proving prevailing wages were paid, Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid. Payments will be made after services are rendered and properly invoiced.

3. Contract Time Proposal

A. **If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work following Owner's acceptance of this Contract/Proposal provided Bidder shall have furnished to the Owner all Bonds and all insurance certificates and endorsements specified in this Contract/Proposal. If this Contract/Proposal is accepted by the Owner, Bidder proposes, and agrees, that Bidder shall perform work diligently and continuously and complete the work no later than sixty days after the Owner's acceptance of this Contract/Proposal.**

B. Holidays. The Owners observes holidays throughout the year. A list will be provided by each respective Owner upon acceptance of this contract.

4. Finance Assurance

A. Bonds.

If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall provide a Performance Bond, on forms provided by, or otherwise acceptable to the Owner, from a surety company acceptable to the Owner, each in the penal sum of 10% of the Contract Price, within 10 calendar days following Owner's acceptance of this Contract.

B. Insurance. The Contractor shall furnish each Owner with its own certificate of insurance. Work shall not commence work under this Contract until he has obtained all insurance required under this paragraph and the Owners have approved such insurance.

1. Compensation Insurance. The Contractor shall take out and maintain during the life of this Contract Workmen's Compensation Insurance for all his employees employed at the site of the project.
2. Public Liability & Property Damage Insurance. The Contractor shall take out and maintain during the life of this Contract such Public Liability and Property Damage Insurance as shall protect him performing work covered by this Contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this Contract, whether such operations be by himself or by anyone directly or indirectly employed by either of them.
3. The contractor shall furnish the Owner with sufficient documentary evidence of insurance coverage, which evidence shall consist of either such original insurance policy or a certified statement from the insurer listing the details from the policy. The insurance requirements are as follows:

General Liability/Property Damage/Bodily Injury	\$1 million each occurrence \$2 million general aggregate
Automobile Bodily Injury Liability/Property Damage	\$1 million combined single limit
Excess/Umbrella Liability	\$1 million each occurrence \$2 million aggregate
Workers Compensation and Employers Liability	\$1 million each occurrence
Environmental Impairment/Pollution Liability	\$1 million each occurrence
Owners and Contractors Protective Liability (OCP)	\$1 million each occurrence

Such insurance shall name the Owners as insured along with the Contractor and shall hold harmless the Owner against all suits and claims arising from or as the result of the actions of the Contractor. Such policies shall not be canceled, permitted to expire or to be changed without the written consent of the Owner. Each Owner requires its own certificate of insurance. A certificate of insurance must be sent to each owner and on file in their office prior to any work on these premises.

Certificate Holder and Additional Insured for the Village of Mundelein should read: *Village of Mundelein, its officials, employees, and agents*.

Indemnity/Hold Harmless Provision. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Owner, its officials, employees and agents

Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.

- C. Not Barred. Bidder is not barred by law from contracting with the Owner or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.
- D. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposal set forth above.
- E. Prevailing Wage. Not less than the rate of wages for Lake County and as required by the State of Illinois Department of Labor or determined by a court on review shall be paid to all laborers, workers and mechanics performing work for the duration of this contract. Contractor is responsible for providing the municipality with written documentation of their compliance with the Illinois prevailing wage statute and is responsible for any fines or penalties to the state of Illinois if they are found to be in violation of the prevailing wage act.

8. Fair Employment Practices

In accordance with "An Act to Prohibit Discrimination and Intimidation on Account of Race or Color in Employment under Contracts for Public Buildings or Public Works", approved July 8, 1933, as amended, no person shall be refused or denied employment in any capacity on the grounds of race or color, nor be discriminated against in any manner by reason thereof in connection with the performance of this Contract, nor shall any unfair employment practice as defined in the "Fair Employment Practices Act", approved July 21, 1961, as amended, be committed by the Contractor, suppliers of materials or services to the Contractor, or any labor organizations furnishing skilled or unskilled labor to the Contractor.

9. Illinois Freedom of Information Act

Contractor understands amendments to the Illinois Freedom of Information Act (P.A. 96-0542) requiring the Contractor to produce to the Requester any of its company records and documents which are in any way related to the performance of services under this agreement and not exempt from disclosure within five business days of the Owner's receipt of a request for said records. The Contractor agrees to be bound by the provisions of the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.), and agrees to deliver to the Owner all records in its possession relating to this agreement within three (3) business days of a request by the Owner for said records.

Contractor agrees to reimburse the Owner any fees, fines, or costs incurred by or assessed against the Owner for its failure to deliver requested records in the possession of the Contractor, and which the Contractor failed to deliver to the Owner within three (3) business days of its receipt of a request from the Owner to do so. An e-mail request for records and documents will be considered received by the Contractor on the day sent.

10. Acknowledgements

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

- A. Reliance. The Owner is relying on all warranties, representations and statements made by the Bidder in this Contract.

- B. Reservation of Rights. The Owner reserves the right to reject any and all bids, reserves the right to reject the low-price bid, and reserves such other rights as are set forth in the Instructions to Bidders.
- C. Acceptance. If this Contract is accepted, Bidder shall be bound by each and every term, condition or provision contained in this Contract and in the Owner written notification of acceptance included in the bound set of documents.
- D. Remedies. Each of the rights and remedies reserved to the Owner in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity in this Contract/Proposal.
- E. Time. Time is of the essence of this Contract and, except where stated otherwise, reference in this Contract to days shall be construed to refer to calendar days.
- F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Owner, whether before or after the Owner's acceptance of this Contract; nor any information or data supplied by the Owner, whether before or after the Owner's acceptance of this Contract; nor any order by the Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by the Owner; nor any extension of time granted by the Owner; nor any delay by the Owner in exercising any right under this Contract; nor any other act or omission of the Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract; or of any remedy, power, or right of the Owner.
- G. Severability. The provision of this Contract shall be interpreted, when possible, to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provisions, nor the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall in any way be affected thereby.
- H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by the Owner and Bidder.
- I. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted by Bidder in any part.
- J. Governing Law. This Contract and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois.

BIDDER'S SIGNATURE PAGE

The undersign declares that they carefully examined the proposed work, specifications, and special requirements, and hereby proposes and binds themselves on award by the Village Board in accordance with said Contract Requirements.

The persons executing this Proposal/Contract on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Proposal/Contract on behalf of said party, (iii) by so executing this Proposal/Contract, such party is formally bound to the provisions of this Proposal/Contract, and (iv) the entering into this Proposal/Contract does not violate any provision of any other Proposal/Contract to which said party is bound. This Proposal/Contract shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

Bidder Status

Corporation X State: Delaware

Partnership State:

Individual Proprietorship:

Bidders Company/Firm Name:

 Monroe Truck Equipment, Inc.

Bidders Company/Firm Address:

 1051 W 7th St, Monroe WI 53566

Telephone: 608-328-8127

E-Mail: kurt.ballweg@aebi-schmidt.com

Signature: 

Printed Name: Kurt Ballweg

Title/Position (must be an official officer of company/firm): CFO

If a Corporation or Partnership, list all officers and partners:

Name	Title	Address
Steffen Schewerda	Chief Executive Officer	201 MB Lane, Chilton WI 53014
Kurt Ballweg	Chief Financial Officer	1051 W 7th St, Monroe WI 53566
Andy Holverson	Vice President	1051 W 7th St, Monroe WI 53566

EXHIBIT C – CONTRACTOR’S WORK HISTORY STATEMENT**VILLAGE OF MUNDELEIN
1-Ton Dump Truck Upfitting**

Add separate sheets, if necessary, for full disclosure. Joint ventures must submit separate work history statements for the joint venture and for each signatory to the joint venture agreement.

	NAME	YEARS WITH COMPANY	CONTACT NUMBER
Project Manager	Tim Reynolds	20	815-275-0223
Superintendent	Andy Holverson	30	608-329-8416
Field Supervisor	Shawn Steinman	29	608-214-0061

A. Provide one (1) reference, including work performed and contract value for each of the following.

PROJECT 1			
Owner Name	Village of Roselle		
Address	474 Congress Circle North Roselle, IL 60172		
Contact Person	Tim Thompson		
Telephone	630-671-2382		
Type of Work	F550 Dump, Spreader, Plow and Hydraulics (Qty 2 Units)		
Contract Value	\$ 106,774.00	Completion Date:	12/22/2023

PROJECT 2			
Owner Name	City of Evanston		
Address	2020 Asbury Ave Evanston, IL 60201		
Contact Person	Kenneth Palmer		
Telephone	847-448-8088		
Type of Work	Tandem Axle Patrol Truck. Dump, Plow, Wing, Spreader and Hydraulics		
Contract Value	\$ 135,906.00	Completion Date:	10/24/2023

PROJECT 3			
Owner Name	Village of Glenview		
Address	2498 E. Lake Ave Glenview, IL 60026		
Contact Person	Keith Shrake		
Telephone	847-904-4542		
Type of Work	Peterbilt Swaploader, Dump, Spreader, Plow and Hydraulics		

Contract Value	\$ 147,751.00	Completion Date:	07/30/2020
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- B. Provide a complete list of current workload, percent complete, and expected date of completion (use additional sheets, if necessary).

PROJECT NAME:			
Location			
Type of Work			
Contract Value	\$	Percent Complete:	
Expected Completion Date		Reference Person	
		Reference Phone	

PROJECT NAME:			
Location			
Type of Work			
Contract Value	\$	Percent Complete:	
Expected Completion Date		Reference Person	
		Reference Phone	

PROJECT NAME:			
Location			
Type of Work			
Contract Value	\$	Percent Complete:	
Expected Completion Date		Reference Person	
		Reference Phone	

EXHIBIT D – SPECIFICATIONS

VILLAGE OF MUNDELEIN 1-Ton Dump Truck Upfitting

Description

Single axle 1-ton dump truck with plow, two roll-off bodies, and snow and ice controls UPFITTING ONLY (Customer supplied chassis).

Delivery

The successful vendor shall deliver the completed truck, upfitted as described herein to the Village of Mundelein Public Works Department, 801 Allanson Rd, Mundelein, IL 60060, NO LATER THAN SIXTY (60) BUSINESS DAYS AFTER TAKING RECEIPT OF SUPPLIED CHASSIS. All transportation costs shall be paid by the bidder.

** After Receipt of Chassis & all Equipment.*

Payment terms

The bidder shall clearly state their Best and Final Offer and net payment terms in the space provided on the Bid Form. Pre-payment and COD terms are not acceptable.

Exceptions to Specification

Bidders taking exception to any part or section of the specifications shall indicate such exceptions on a separate form. Failure to indicate exceptions shall be interpreted as the bidder's intent to comply with the specifications as written fully.

Bidding an "equal" Product

Bidders must include specification sheets or information sufficient for a thorough evaluation of their bid. Failure to do so may result in rejection as non-compliant.

Evaluation Criteria

The award will be made to the lowest, most responsive, and most responsible bidder, judged based on price, fulfillment of specifications, warranty, delivery time, and support services.

General Scope of Work

The Village of Mundelein requires one truck equipped with a front-mounted power reverse snowplow, a Swaploader hook lift system, one roll-off standard dump body with a salt spreader, and one "stake bed" style roll-off body. The successful bidder will be responsible for delivering a complete unit ready for service. The equipment shall be new, and the manufacturer's standard model in current production shall comply with all performance specifications. It shall include all standard functions, features, and accessories as advertised or otherwise represented by the Bidder and/or manufacturer. The equipment shall meet or exceed the minimum specifications and requirements listed below.

NOTICE: The chassis dimension specifications are based on the body specified in the bid document. The dimension specifications are not to be altered.

Mundelein supplied chassis:

- Year: 2024 (pending manufacturer build time)
- Make: Ford
- Model: F-550
- Drive: 4x4
- Chassis color: Oxford White
- Dual rear wheel

- CA: 84"
- Wheelbase: 169"
- Engine: 7.3L Gas

Detailed Specifications

Electrical and Illumination Installation

- All wiring must be uninterrupted and complete with no splices.
- All wiring must be color-coded.
- All wire terminal ends (spade, ring, etc.) shall be crimped, soldered to the wires, and heat shrink or weatherproof connectors. Scotch-Loc fasteners and/or crimp butt connectors are not acceptable for any connections.
- All electrical connections shall be protected with dielectric silicone grease.
- All wiring shall be enclosed in a protective wiring loom, conduit, or wrapped harness.
- High-current circuits shall be powered directly from the battery and protected by a master re-settable breaker.
- The Body builder-installed wiring going to the rear of the frame and dump body shall be grouped together and bound. This bound harness shall then be secured to a painted metal strap. This strap shall be secured to the top of the frame cross members away from the side rails.
- All wiring to lamps shall be stress-relieved within 6 inches of the lamp.
- Wiring routed through the hydraulic enclosure sides shall be routed through a sealed compression-type strain relief or a molded bulkhead fitting.

Welding

- All welding must be performed by an AWS certified welder.

Paint

- All Equipment shall be thoroughly cleaned and completely painted with a high-quality corrosion-resistant finish. The finish shall be smooth, shiny, and free of runs, overspray, and/or other defects.
- All manufactured ferrous equipment attached to the chassis shall be sand or media blasted to remove all mill scale, oils, dirt, rust, shipping primer, and/or other contaminants from the steel surfaces, then thoroughly cleaned. This shall include all components that are subject to corrosion.
- Paints and primers used shall be 100% lead and chromate free. MSDS on products used shall be made immediately available upon request.
- All components shall be painted with premium quality polyurethane or powder coated finish.
- All visible finishes shall be smooth, shiny, and free of runs, overspray, and/or other defects.
- Body accessories that are required to be welded on are to be installed by the Body Builder before priming.
- Upon completion of component installation, the Body Builder shall touch up factory chassis paint damaged during component installation.
- All components used in the truck fabrication that must be painted Oxford White or equivalent shall be painted the same color as the cab with premium polyurethane grade paint. These components include but are not limited to, a dump body and attachments to the dump body.

- All other fabricated components must be painted black. These components include but are not limited to, the stake body assembly, the front snowplow hitch and lift assembly, rear hitch plate, all frame modification work, fabricated frame components, and the underneath side of the dump body.

Roll-off system

- The roll-off system shall be a SL-105 swaploader (10,500-pound dump/ lift capacity)
- The sliding job shall be 35-5/8"
- It shall be equipped with slide-through body locks.
- It shall have large beveled rear rollers, dual pivot rear section, dual lift cylinders, Nylatron slide pads, and integral dual counter-balance valves.
- The rollers on the dump body (roll-off configuration #1) shall be mounted in a way that facilitates the body to be rolled off without removing the salt spreader from the body (the spinner will be removed.)
- Poly fenders shall be installed over all rear tires in a way that does not allow tire contact when the body is fully loaded.

Dump Body (roll-off configuration #1)

- The body shall be constructed of all stainless steel.
- The body shall be painted white. The color shall be nearly, if not identical to Ford Oxford White.
- The body shall have a frame compatible with the Swaploader system.
- The dimensions shall be 36" front height and 16" side height, with a 26" tailgate height.
- The body long beams shall be minimum 7 ga.
- The body sides and ends shall be minimum 10 ga.
- The floor shall be minimum 3/16" AR steel.
- The body shall have a slide-out ladder mounted near the front of the driver's side in an area that allows easy access.
- The body shall contain a rubber-mounted FMVSS-compliant light group.
- The body shall contain a spring-loaded stainless steel shovel holder.

Stake bed body (roll-off configuration #2)

- The body shall be 10'6" wood platform type equipped with a frame compatible with the Swaploader system.
- The channel cross members shall be 4" 4.5 lb. structural channel mounted 12" on center.
- The structural channel long beams shall be gusseted to every cross member.
- The deck shall consist of 2x6 tongue and groove treated #1 dense southern yellow pine boards.
- The steel sides and end rails shall be 6"x10 ga.
- The body shall have pockets sized to fit standard 2x4 lumber.
- The body shall have a slide-out ladder mounted near the front of the driver's side in an area that allows easy access, with a grab handle mounted to the bulkhead.
- The body shall contain a rubber-mounted FMVSS-compliant light group.
- The body shall be painted black.

Hydraulic installation

- All hoses shall be routed in a manner to minimize rub points and bends. Critical rub points shall be wrapped for protection.
- Hydraulic hoses shall be bundled together and routed by themselves.
- All pressure and return hoses shall be rated for at least 3000 PSI working pressure. Hydraulic hoses running to the rear of the truck shall be secured to a painted metal strap.
- Each hose going to the dump body shall have 90° bulkhead mounted JIC elbows installed at the rear of the truck frame near the dump body hinge. These elbows shall split each hose going to the dump body into two hoses, allowing for easier routing and replacement.
- All hose ends, with the exception of the suction hose, shall be swivel or swivel adapters.
- All hydraulic couplers shall be full flow. A dust cap or plug shall be furnished with every male and female quick coupler.

Hydraulic system

- The hydraulic system shall be a FORCE America 5100ex ground feedback system that controls the hooklift and the spreader.
- The FORCE 5100ex system shall be delivered fully calibrated.
- The PTO pump shall be a Muncie made for a gas engine.
- The PTO shall be mounted in a configuration that avoids unnecessary contact with any other components: body, frame, hoses, etc.
- The reservoir/ enclosure shall be 13 gallons made of stainless steel with an internal filter with condition indicator, filler/ breather cap, and level/ temp sight glass. It shall be mounted to the frame rail and weathertight.

Plow

- The plow shall be a Boss heavy-duty steel straight plow with a Smarthitch 2 system and chainless hydraulic lift system.
- The plow shall be controlled by a Boss joystick mounted to the removed headrest area on the folded-down middle bench seat.
- The plow lights shall be SL3 LED with Ice Shield technology.
- Plow hydraulics shall be enclosed.
- The moldboard shall be reinforced with cross-bracing.
- The plow shall have steel curb shoes on the left and right sides.
- The plow shall have a plain black rubber snow deflector.

Salt spreader

- The salt spreader shall be stainless steel made of a minimum of 7ga. material for the trough, and minimum ¼" side plates.
- The spreader shall have fully opening top and bottom covers for cleanout.
- The auger motor shall have a gear reduction gearbox.
- The auger shall be 6" diameter with a far-left (drivers' side) discharge.
- The auger motor shall contain a feedback sensor compatible with the FORCE 5100ex system for calibration.
- The spreader and spinner shall be equipped with a quick-release mechanism using no tools for easy installation and removal.

- Stainless steel tailgate shields shall be bolted to the tailgate for easy removal.
- The spreader shall be bare stainless and NOT painted.
- The spinner shall be 18" poly disc type.
- The spinner shall be self-leveling without stabilizer rods and shall not make any contact when the bed is dumped.
- All hydraulic lines and electrical connections shall be run to one singular area and contain quick connections for all hoses and wires. The finished and connected components shall not exceed the outermost dimension of the dump body.

Lighting

- Strobes shall be Whelen VTX609A (amber) mounted as follows:
 - (2) mounted in the front grille
 - (4) mounted on dump body rear post, (2) rear facing and (2) side facing.
- (2) Whelen R1LPPA mini light bars shall be installed as follows:
 - (1) mounted on dump bed cab shield on a self-leveling bracket.
 - (1) mounted on the bulkhead of the stake bed bulkhead on a rigid mounted bracket.
- (2) LED work lights shall be mounted under each rear post of the dump body. These lights shall be switched with all other strobes AND with reverse signal.
- ALL strobes shall be wired to a single switch. That switch shall be one of the manufacturer's upfitter switches.
- There shall be a LED light bar mounted to the rear of the salt spreader with S/T/T lighting.
- The backup camera shall be installed in the least obstructed position, given all body configurations.

Grease Zerks

- All grease zerks shall be threaded. Drive-in zerks are not acceptable.

Rear Hitch Plate and Pintle Hitch

- A minimum ½" thick steel rear hitch plate shall be securely welded and gusseted to the rear of frame rails.
- The rear hitch plate shall include a 7-pin flat RV-style trailer connection furnished with an electric trailer brake controller
- Two "D" rings shall be securely welded to the rear hitch plate.
- A ring mount for a trailer brake cable to attach to shall be mounted in an appropriate location.
- A typical 2.5" receiver tube shall be installed on the rear hitch plate. The tube shall be 22" centerline height above the ground with the complete truck unloaded, plus or minus 1".

Back-Up Alarm

- A backup alarm meeting OSHA specifications shall be installed at the rear of the frame in a protected area.

Warranty

- All components shall carry the appropriate manufacturer's warranty. Installation shall be completed in a way that complies with all specified manufacturer conditions.

EXHIBIT E – PRICE PROPOSAL

VILLAGE OF MUNDELEIN 1-Ton Dump Truck Upfitting

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to change.
2. The Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released.
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and
4. Any items of Work not specifically listed or referred to in the Schedule of Prices shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

SCHEDULE OF PRICES

ITEM	UNIT	TOTAL QUANTITY	TOTAL COST
1-TON TRUCK UPFITTING	LUMP SUM	1	\$ 93,506.00 Ninety Three Thousand Five Hundred Six Dollars

*Delivery date based on arrival of all
Equipment & Chassis.*

Tim Reynolds 9/9/21

To: Mayor and Board of Trustees

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

For: Village Board Meeting of September 23, 2024

Subject: IRMA August 2024 Deductible

Financial Impact:

\$23,031.74 - 100-46502-231 - IRMA Deductible

Attachments:

1. IRMA 300464

Background:

The Village's purchase order policy requires the Village Board's approval prior to issuing a purchase order or acquiring products or services over \$20,000. Attached is a Departmental Purchase Request exceeding the \$20,000 limitation. Board approval is respectfully requested.

Recommendation:

Motion to approve purchase order number 14213 in the amount of \$23,031.74 to IRMA-Intergovernmental Risk Management Agency for the 2024 August Deductible.

INTERGOVERNMENTAL RISK MANAGEMENT AGENCY

999 OAKMONT PLAZA DRIVE, SUITE 310

WESTMONT IL 60559

Phone: (708) 562-0300

INVOICE

Date	Inv Number	Page
08/31/2024	300464	1

Bill To: Mundelein
300 Plaza Circle
Mundelein IL 60060

Customer: 214**Terms:** Net 30 days

Quantity	Description	Net Amount
1	August 2024 Deductible	480.89
1	August 2024 Deductible	410.78
1	August 2024 Deductible	22,140.07
ORDERED BY <u>Omnibus</u> DATE RECEIVED <u>9-17-24</u> PMT APRVD BY <u>[Signature]</u> ORG#/ACCT # <u>100-46502-231</u> PO.# <u>14213</u> VENDOR# <u>1120</u> FOR <u>August 24 Deductible</u>		

REMIT TO:
INTERGOVERNMENTAL RISK MANAGEMENT AGENCY
999 OAKMONT PLAZA DRIVE, SUITE 310
WESTMONT IL 60559

Amount 23,031.74**Balance Due** 23,031.74

Please include Customer Name and Invoice Number with remittance.

To: Mayor and Board of Trustees

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

For: Village Board Meeting of September 23, 2024

Subject: Governing Body

Financial Impact:

\$793,150.25

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 September 10, 2024, and ending September 23, 2024, in the amount of \$793,150.25.



GOVERNING BODY

DISBURSEMENTS REPORT

September 23, 2024

apaivckdt2 vjankowski
10:30 09/17/24
Fund: 100 CORPORATE
Vendor Vendor Name

Village of Mundelein, IL
Invoice List by Check Date

Page 1

Number	Fiscal Year	Invoice Number	PO #	Item	Spc Addr Inv	Invoice Date	Item Value With Freight
Department: NON DEPARTMENTAL							
Program:							
Account: 100-11540-000		CASH ON HAND - EVENTS					
14149 CASH	2025	LURE-090524	14173	1	N	09/05/24	150.00
Account: 100-25100-000		CREDIT CARD PAYABLE					
227 BANKCARD PROCESSING CTR	2025	CC AUG 2024	0	0	N	08/29/24	9,715.75
Account: 100-26080-000		HEALTH INSURANCE PAYABLE					
10905 BESTCO UA	2025	10012024	13673	1	N	09/23/24	13,342.12
Account: 100-34670-000		INS REIMBURSEMENTS					
2137 SUBURBAN ACCENTS, INC.	2025	35423	14185	1	N	09/09/24	125.00
14222 GREG'S AUTO BODY INC	2025	2024-6610	14184	1	N	09/06/24	865.40
14303 MCDONALD HOPKINS LLC	2025	1524598	0	0	N	09/11/24	186.00
Totals for department							24,384.27
Department: 101 HISTORICAL COMMISSION							
Program:							
Account: 100-46499-101		MISC PROFESSIONAL SERV					
1242 KIRK PLAYERS	2025	CHECK REQUEST	0	0	N	09/06/24	67.50
3763 THE PRINTING FACTORY	2025	33877	0	0	N	09/11/24	70.00
99998 BARBARA ZANDER	2025	CHECK REQUEST	0	0	Y	09/06/24	12.99
99998 IVANHOE CONGREGATIONAL CHURCH	2025	CR - IVANHOE CH	0	0	Y	09/06/24	67.50
Totals for department 101							217.99
Department: 102 BUSINESS DEVELOPMENT							
Program:							
Account: 100-46999-102		MISC OTHER SERVICES					
3763 THE PRINTING FACTORY	2025	33911	14190	1	N	09/06/24	727.00
Totals for department 102							727.00
Department: 105 POLICE/FIRE COMMISSION							
Program:							
Account: 100-46499-105		MISC PROFESSIONAL SERV					
2783 STANARD & ASSOCIATES	2025	SA000059032	14134	1	N	08/26/24	495.00
2783 STANARD & ASSOCIATES	2025	SA000059033	14134	1	N	08/26/24	495.00
Account: 100-46999-105		MISC OTHER SERVICES					
2241 TRANS UNION LLC	2025	08400206	13609	2	N	08/29/24	115.82
6095 THOMSON REUTERS	2025	850709064	13823	2	N	09/01/24	142.73
Totals for department 105							1,248.55

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10:30 09/17/24
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: 108 ARTS COMMISSION							
Program:							
Account: 100-46999-108		MISC OTHER SERVICES					
13135 GRIMCO, INC	2025	33060531-01	0	0	N	08/26/24	281.99
Totals for department 108							-----281.99
Department: 111 EXECUTIVE							
Program:							
Account: 100-46999-111		MISC OTHER SERVICES					
105 ACE HARDWARE OF LIBERTYVILLE	2025	85227/6	0	0	N	09/13/24	17.09
Totals for department 111							-----17.09
Department: 201 ADMINISTRATIVE							
Program:							
Account: 100-46340-201		CONV/SCHOOLS/MTGS					
2704 VILLAGE OF MUNDELEIN	2025	09.2024PETTYCAS	0	0	N	09/12/24	15.00
2704 VILLAGE OF MUNDELEIN	2025	09.2024PETTYCAS	0	0	N	09/12/24	28.00
Account: 100-46613-201		MT COPIERS					
9032 IMPACT NETWORKING LLC	2025	3288218 14206		1	N	07/31/24	2,228.52
Account: 100-46899-201		MISC COMMUNITY SERVICE					
878 GROOT, INC	2025	13111920T096	0	0	N	09/01/24	730.00
8123 NADEAU'S ICE SCULPTURES	2025	30739 14127		1	N	08/21/24	2,125.00
Account: 100-46910-201		FREIGHT					
9032 IMPACT NETWORKING LLC	2025	3317997	0	0	N	09/09/24	19.50
Account: 100-47015-201		OFFICE SUPPLIES					
14036 ODP BUSINESS SOLUTIONS, LLC	2025	381752210001	0	0	N	08/20/24	58.20
14036 ODP BUSINESS SOLUTIONS, LLC	2025	381752360001	0	0	N	08/20/24	342.50
14036 ODP BUSINESS SOLUTIONS, LLC	2025	381752360002	0	0	N	08/21/24	2.79
14036 ODP BUSINESS SOLUTIONS, LLC	2025	381752360003	0	0	N	08/22/24	6.22
Account: 100-47019-201		FEDERAL EXPRESS CHARGES					
766 FEDERAL EXPRESS	2025	8-610-64081	0	0	N	09/04/24	14.24
Totals for department 201							-----5,569.97
Department: 202 ADMIN SERVICES							
Program:							
Account: 100-46415-202		COMPUTER SOFTWARE SUPPORT					
6664 CONVERGINT TECHNOLOGIES	2025	IN00230833 13830		2	N	08/19/24	8,965.00
Account: 100-47330-202		MOBILE PHONE CHARGES					
768 AT&T MOBILITY	2025	040917X09032024	0	0	N	08/25/24	4,074.34

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10:30 09/17/24
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
768	AT&T MOBILITY	2025	040967X09032024	0	0	N	08/25/24	2,183.14
Account: 100-47502-202			MT MTLS COMPUTER EQUIP					
14202	AMAZON CAPITAL SERVICES, INC.	2025	11PG-RPYJ-NM6K	0	0	N	09/06/24	9.95
14202	AMAZON CAPITAL SERVICES, INC.	2025	1QXN-9V6D-1KGR	0	0	N	09/04/24	145.98
Totals for department 202								15,378.41
Department: 203 COMMUNITY DEVELOPEMENT								
Program:								
Account: 100-46905-203			RECORD DOCUMENTS					
2704	VILLAGE OF MUNDELEIN	2025	09.2024PETTYCAS	0	0	N	09/12/24	5.00
Totals for department 203								5.00
Department: 204 MARKETING								
Program:								
Account: 100-46998-204			GENERAL MARKETING					
9786	SIGNARAMA LIBERTYVILLE	2025	9954	0	0	N	09/11/24	1,510.00
Totals for department 204								1,510.00
Department: 240 LEGAL								
Program:								
Account: 100-46499-240			MISC PROFESSIONAL SERV					
4288	JOAN VASQUEZ	2025	09102024-001	0	0	N	09/10/24	300.00
Totals for department 240								300.00
Department: 260 CAPITAL PROJECTS								
Program:								
Account: 100-48299-260			OTHER BLDG/FACILITIES					
6664	CONVERGINT TECHNOLOGIES	2025	IN00239958	14119	1	N	09/09/24	4,117.00
6664	CONVERGINT TECHNOLOGIES	2025	IN00239967	14078	1	N	09/09/24	17,078.00
Account: 100-48410-260			COMPUTER EQUIPMENT					
14280	CYBERCLAN	2025	1956	14151	1	N	08/28/24	16,838.00
Totals for department 260								38,033.00
Department: 281 BUILDING - ADMINISTRATION								
Program:								
Account: 100-46340-281			CONV/SCHOOLS/MTGS					

apaivckdt2 vjankowski
10:30 09/17/24
Fund: 100 CORPORATE
Vendor Vendor Name

Village of Mundelein, IL
Invoice List by Check Date

Page 4

Number	Fiscal Year	Invoice Number	PO #	Item	Spc Addr Inv	Invoice Date	Item Value With Freight
14188 BRIAN LOWRY	2025	09052024	0	0	N	08/21/24	20.00
14317 GEORGE SELLAS	2025	090524-1	0	0	N	07/17/24	75.00
Account: 100-46511-281		ELEVATOR INSPECTION					
2210 THOMPSON ELEVATOR	2025	100-46511-281	0	0	N	08/27/24	172.00
Account: 100-47014-281		MAPS/BOOKS PRINTING					
175 CHEROKEE PRINTG & SVC INC	2025	58806	0	0	N	09/11/24	287.89
Totals for department 281							554.89
Department: 301 POLICE - ADMINISTRATION							
Program:							
Account: 100-46499-301		MISC PROFESSIONAL SERV					
4242 LAKE COUNTY HEALTH DEPT.	2025	27714	14128	1	N	08/23/24	175.00
4288 JOAN VASQUEZ	2025	082724	14145	1	N	08/27/24	150.00
4288 JOAN VASQUEZ	2025	091024	14186	1	N	09/10/24	150.00
14090 T-MOBILE USA, INC.	2025	9559848077	14135	1	N	08/28/24	25.00
14090 T-MOBILE USA, INC.	2025	9567530256	14135	2	N	05/08/24	50.00
Account: 100-46620-301		MT BUILDING & GROUNDS					
3663 ACTIVE ALARM COMPANY	2025	148595	14130	1	N	08/22/24	185.00
Account: 100-46903-301		LAUNDRY SERVICES					
4798 MASTER CLEANERS	2025	PD - AUGUST 24	14193	1	N	08/01/24	108.85
4798 MASTER CLEANERS	2025	PD - AUGUST 24	14193	5	N	08/01/24	60.00
Account: 100-47020-301		PRISONER'S BOARD					
14022 MCDONALD'S #4532	2025	PD AUG 2024	14168	2	N	08/01/24	57.14
14022 MCDONALD'S #4532	2025	PD JULY 2024	14168	1	N	07/01/24	53.68
Account: 100-47310-301		AMERITECH CHARGES					
6166 TECHNOLOGY MGMT REVOLVING FUND	2025	T2500246	13739	1	N	08/26/24	316.70
7652 AT & T	2025	847R18043508	13685	1	N	08/28/24	1,751.76
Totals for department 301							3,083.13
Department: 302 POLICE - COMMUNICATIONS							
Program:							
Account: 100-46415-302		COMPUTER SOFTWARE SUPPORT					
6855 PRIORITY DISPATCH CORP.	2025	SIN263350	14192	1	N	09/11/24	5,040.00
Account: 100-46422-302		LK CTY RADIO NETWORK					
6198 MOTOROLA SOLUTIONS	2025	8698820240801	13680	1	N	09/01/24	2,714.00
Account: 100-46610-302		MT OFFICE EQUIPMENT					
14121 GENERAL COMMUNICATIONS, INC	2025	336271	14164	1	N	08/29/24	540.00
Totals for department 302							8,294.00
Department: 303 POLICE - COMMUNITY SERV.							
Program:							
Account: 100-46903-303		LAUNDRY SERVICES					

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 10:30 09/17/24
 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
4798 MASTER CLEANERS Account: 100-47099-303	2025	PD - AUGUST 24 MISC SUPPLIES	14193	2	N	08/01/24	21.85
8754 AMERICAN GASES CORPORATION	2025	209597	14165	1	N	08/31/24	147.60
14202 AMAZON CAPITAL SERVICES, INC.	2025	1WRR-6XJ4-1TJY	14133	2	N	09/08/24	39.69
Totals for department 303							209.14
Department: 304 POLICE - INVESTIGATIONS							
Program:							
Account: 100-46903-304	LAUNDRY SERVICES						
4798 MASTER CLEANERS Account: 100-46999-304	2025	PD - AUGUST 24 MISC OTHER SERVICES	14193	3	N	08/01/24	21.95
2241 TRANS UNION LLC	2025	08400206	13609	1	N	08/29/24	115.82
6095 THOMSON REUTERS	2025	850709064	13823	1	N	09/01/24	142.73
Account: 100-47524-304	MT MTLS PATROL VEHICLES						
3349 SECRETARY OF STATE	2025	2018 HONDA	14132	1	N	08/07/24	151.00
Totals for department 304							431.50
Department: 305 POLICE - PATROL							
Program:							
Account: 100-46340-305	CONV/SCHOOLS/MTGS						
1665 NORTH EAST MULTI-REGIONAL	2025	360575	13921	1	N	08/28/24	300.00
1665 NORTH EAST MULTI-REGIONAL	2025	360633	14166	1	N	08/28/24	300.00
1665 NORTH EAST MULTI-REGIONAL	2025	360695	14167	1	N	08/28/24	350.00
8210 SEAMUS A KAPLAN	2025	EXPENSE REIMBUR	14150	1	N	08/19/24	36.01
Account: 100-46903-305	LAUNDRY SERVICES						
4798 MASTER CLEANERS Account: 100-47011-305	2025	PD - AUGUST 24 COMPUTER PROGRAMS	14193	4	N	08/01/24	15.75
5642 3M COMPANY	2025	9290348449	14066	1	N	08/17/24	1,537.00
Account: 100-47099-305	MISC SUPPLIES						
2175 T.O.P.S. IN DOG TRAINING	2025	27060	14149	1	N	07/01/24	400.00
2175 T.O.P.S. IN DOG TRAINING	2025	27060	14149	2	N	07/01/24	75.00
5344 PAGE'S HEALTHY PAWS	2025	114758	14195	1	N	08/28/24	9.89
5344 PAGE'S HEALTHY PAWS	2025	114758	14195	2	N	08/28/24	4.32
Account: 100-47120-305	CLOTHING ALLOWANCE						
14202 AMAZON CAPITAL SERVICES, INC.	2025	1NRY-NNVV-Q4V7	14157	1	N	09/01/24	161.95
Account: 100-47121-305	GUNS AND ACCESSORIES						
5631 STREICHER'S INC	2025	I1715764	13697	1	N	08/26/24	385.00
5631 STREICHER'S INC	2025	I1715764	13697	2	N	08/26/24	340.00
13625 THOMAS J. MORRIS JR.	2025	149089	14200	1	N	07/17/24	1,920.00
Account: 100-47530-305	MT MTLS OTHER EQUIPMENT						
14202 AMAZON CAPITAL SERVICES, INC.	2025	1WRR-6XJ4-1TJY	14133	1	N	09/08/24	35.56
14202 AMAZON CAPITAL SERVICES, INC.	2025	1WRR-6XJ4-1TJY	14133	3	N	09/08/24	36.90
Totals for department 305							5,907.38

apaivckdt2 vjankowski
10:30 09/17/24
Fund: 100 CORPORATE
Vendor Vendor Name

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
Department: 321 FIRE - ADMINISTRATION							
Program:							
Account: 100-46620-321 MT BUILDING & GROUNDS							
3326	2025	195919	0	0	N	09/01/24	594.00
3910	2025	67607030	0	0	N	09/01/24	79.80
3910	2025	67607032	0	0	N	09/01/24	50.70
Account: 100-46902-321 EMPLOYEES AWARDS							
2704	2025	FD PC - 9-11-24	0	0	N	09/09/24	10.67
2704	2025	FD PC - 9-11-24	0	0	N	09/09/24	62.34
Account: 100-46903-321 LAUNDRY SERVICES							
4798	2025	FD DCLN-8-2024	0	0	N	09/11/24	31.00
Account: 100-47015-321 OFFICE SUPPLIES							
14036	2025	380996418001	0	0	N	08/15/24	21.88
Account: 100-47070-321 TOOLS/SUPPLIES							
2704	2025	FD PC - 9-11-24	0	0	N	09/09/24	73.08
14036	2025	381003331001	0	0	N	08/19/24	61.18
Account: 100-47120-321 CLOTHING ALLOWANCE							
10840	2025	126832	0	0	N	09/11/24	159.90
10840	2025	127080	0	0	N	09/11/24	139.90
10840	2025	127207	0	0	N	09/11/24	224.95
10840	2025	127228	0	0	N	09/04/24	169.00
10840	2025	127918	0	0	N	09/04/24	316.00
10840	2025	127919	0	0	N	09/04/24	61.00
Account: 100-47530-321 MT MTLS OTHER EQUIPMENT							
4778	2025	951469	0	0	N	08/16/24	510.92
Totals for department 321							2,566.32
Department: 323 FIRE - FIRE OPERATIONS							
Program:							
Account: 100-47070-323 TOOLS/SUPPLIES							
247	2025	210748	0	0	N	08/28/24	227.00
247	2025	210932	0	0	N	08/21/24	188.00
247	2025	211256	0	0	N	09/11/24	429.00
2704	2025	FD PC - 9-11-24	0	0	N	09/09/24	14.00
Account: 100-47351-323 RADIO SERVICING							
6198	2025	8698720240801	0	0	N	09/01/24	1,996.00
6198	2025	8698820240801	0	0	N	09/01/24	184.00
Totals for department 323							3,038.00
Department: 324 FIRE - RESQUE OPERATIONS							

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10:30 09/17/24
Fund: 100 CORPORATE
Vendor Vendor Name

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
Program:								
Account: 100-47040-324			TRAUMA UNIT SUPPLIES					
8754	AMERICAN GASES CORPORATION	2025	210363	0	0	N	08/31/24	107.76
8754	AMERICAN GASES CORPORATION	2025	210364	0	0	N	08/31/24	31.21
8754	AMERICAN GASES CORPORATION	2025	564812	0	0	N	09/05/24	97.85
9756	BINDER LIFT LLC	2025	240441	0	0	N	06/20/24	44.29
Totals for department 324								281.11
Department: 325 FIRE - EMERGENCY DISASTER								
Program:								
Account: 100-47310-325			AMERITECH CHARGES					
7652	AT & T	2025	847970960609	0	0	N	09/01/24	619.45
Totals for department 325								619.45
Department: 410 PUBLIC WORKS ADMIN								
Program:								
Account: 100-46410-410			CONSULTING SERVICES					
180	CLARKE ENVIRONMENTAL	2025	001035110	14161	1	N	09/02/24	6,218.94
Account: 100-46415-410			COMPUTER SOFTWARE SUPPORT					
14033	RITTER GIS INC	2025	21903	13894	1	N	08/30/24	1,333.00
14033	RITTER GIS INC	2025	21904	13642	1	N	08/30/24	460.00
Account: 100-46613-410			MT COPIERS					
12700	FIRST-CITIZENS BANK & TRUST	2025	45479879	0	0	N	08/31/24	250.02
Account: 100-47015-410			OFFICE SUPPLIES					
14202	AMAZON CAPITAL SERVICES, INC.	2025	1D9V-NYCJ-TXGY	0	0	N	09/02/24	65.22
Totals for department 410								8,327.18
Department: 420 FACILITY MAINTENANCE								
Program:								
Account: 100-46620-420			MT BUILDING & GROUNDS					
739	ERNIE'S WRECKER SVC. INC.	2025	E183805	0	0	N	08/22/24	650.00
3421	JENSEN'S PLUMBING &	2025	W34047	0	0	N	08/31/24	603.62
3421	JENSEN'S PLUMBING &	2025	W34085	0	0	N	08/31/24	846.42
3910	ANDERSON PEST SOLUTIONS	2025	66255240	0	0	N	08/29/24	250.22
13340	LANDCARE USA LLC	2025	763931	0	0	N	08/04/24	1,600.00
Account: 100-46899-420			MISC COMMUNITY SERVICE					
863	GLOBAL EQUIPMENT CO. INC.	2025	122324946	0	0	N	09/03/24	1,724.57
Account: 100-47030-420			JANITORIAL SUPPLIES					
2144	SUPERIOR INDUSTRY SUPPLY	2025	205532B	0	0	N	08/06/24	112.40
Account: 100-47070-420			TOOLS/SUPPLIES					

apaivckdt2 vjankowski
 10:30 09/17/24
 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
105 ACE HARDWARE OF LIBERTYVILLE	2025	85172/6	0	0	N	09/06/24	7.19
Account: 100-47510-420		MT MTLS BLDGS & GROUNDS					
105 ACE HARDWARE OF LIBERTYVILLE	2025	85119/6	0	0	N	08/29/24	12.59
105 ACE HARDWARE OF LIBERTYVILLE	2025	85168/6	0	0	N	09/05/24	49.12
105 ACE HARDWARE OF LIBERTYVILLE	2025	85201/6	0	0	N	09/10/24	11.66
Totals for department 420							-----5,867.79
Department: 430 VEHICLE MAINTENANCE							
Program:							
Account: 100-46642-430		MT AMBULANCES					
1990 RONDOUT SERVICE CENTER	2025	11892	0	0	N	09/13/24	106.50
Account: 100-46643-430		MT FIRE APPARATUS					
739 ERNIE'S WRECKER SVC. INC.	2025	E182511	0	0	N	08/05/24	1,130.00
Account: 100-46646-430		MT DUMP TRUCKS					
1025 HYDRAULIC SERVICES	2025	392009	0	0	N	08/26/24	702.07
Account: 100-47070-430		TOOLS/SUPPLIES					
105 ACE HARDWARE OF LIBERTYVILLE	2025	382073/1	0	0	N	08/13/24	9.78
1322 AUTO-WARES-ILLINOIS	2025	437-487266	0	0	N	08/21/24	11.09
4778 NAPA LIBERTYVILLE	2025	951458	0	0	N	08/16/24	-26.09
Account: 100-47080-430		CHEMICAL SUPPLIES					
1322 AUTO-WARES-ILLINOIS	2025	437-487551	0	0	N	08/27/24	58.00
1947 RILCO, INC.	2025	526805	0	0	N	08/27/24	881.00
4778 NAPA LIBERTYVILLE	2025	951874	0	0	N	08/20/24	141.00
Account: 100-47440-430		GASOLINE					
2413 AL WARREN OIL CO., INC	2025	W1680718	13772	1	N	08/29/24	14,367.08
Account: 100-47520-430		MT MTLS ADMIN VEHICLES					
4778 NAPA LIBERTYVILLE	2025	953286	0	0	N	08/29/24	130.99
4778 NAPA LIBERTYVILLE	2025	953299	0	0	N	08/29/24	5.33
Account: 100-47521-430		MT MTLS INSP VEHICLES					
4778 NAPA LIBERTYVILLE	2025	951912	0	0	N	08/20/24	19.49
4778 NAPA LIBERTYVILLE	2025	953674	0	0	N	09/03/24	43.18
Account: 100-47522-430		MT MTLS AMBULANCES					
4778 NAPA LIBERTYVILLE	2025	953085	0	0	N	08/28/24	53.99
14076 BRAD MANNING FORD INC	2025	259592FOW	0	0	N	08/27/24	43.25
Account: 100-47523-430		MT MTLS FIRE APPARATUS					
4778 NAPA LIBERTYVILLE	2025	953947	0	0	N	09/05/24	1,147.02
11925 TERMINAL SUPPLY CO.	2025	62859-00	0	0	N	09/06/24	362.01
Account: 100-47524-430		MT MTLS PATROL VEHICLES					
4778 NAPA LIBERTYVILLE	2025	951777	0	0	N	08/19/24	130.99
4778 NAPA LIBERTYVILLE	2025	951858	0	0	N	08/20/24	80.48
4778 NAPA LIBERTYVILLE	2025	952834	0	0	N	08/27/24	20.69
4778 NAPA LIBERTYVILLE	2025	953368	0	0	N	08/30/24	21.39
6445 LIBERTYVILLE LINCOLN SALES INC	2025	5137230	0	0	N	08/27/24	46.26
14051 COMMERCIAL TIRE SERVICE, INC	2025	6660024107	0	0	N	08/28/24	378.04
14076 BRAD MANNING FORD INC	2025	260029FOW	0	0	N	08/30/24	618.55
Account: 100-47525-430		MT MTLS HEAVY EQUIPMENT					
1456 MIDWEST HOSE AND FITTINGS INC	2025	237257	0	0	N	09/03/24	110.81

apaivckdt2 vjankowski
10:30 09/17/24
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
4778	NAPA LIBERTYVILLE	2025	952277	0	0	N	08/22/24	16.14
4778	NAPA LIBERTYVILLE	2025	953704	0	0	N	09/03/24	43.19
4778	NAPA LIBERTYVILLE	2025	953762	0	0	N	09/04/24	48.73
10800	ATLAS BOBCAT, LLC	2025	BQ9029	0	0	N	08/29/24	221.51
Account: 100-47526-430			MT MTLS DUMP TRUCKS					
4778	NAPA LIBERTYVILLE	2025	952729	0	0	N	08/26/24	179.43
4778	NAPA LIBERTYVILLE	2025	952991	0	0	N	08/28/24	525.00
4778	NAPA LIBERTYVILLE	2025	953036	0	0	N	08/28/24	-81.00
4778	NAPA LIBERTYVILLE	2025	953785	0	0	N	09/04/24	329.23
4778	NAPA LIBERTYVILLE	2025	953786	0	0	N	09/04/24	59.48
4778	NAPA LIBERTYVILLE	2025	953982	0	0	N	09/05/24	172.96
4778	NAPA LIBERTYVILLE	2025	954249	0	0	N	09/06/24	85.20
Account: 100-47535-430			CONTRACTUAL FIRE PARTS					
4778	NAPA LIBERTYVILLE	2025	952063	0	0	N	08/21/24	270.33
4778	NAPA LIBERTYVILLE	2025	952799	0	0	N	08/27/24	319.38
4778	NAPA LIBERTYVILLE	2025	952800	0	0	N	08/27/24	85.20
4778	NAPA LIBERTYVILLE	2025	952861	0	0	N	08/27/24	82.79
4778	NAPA LIBERTYVILLE	2025	952872	0	0	N	08/27/24	156.73
4778	NAPA LIBERTYVILLE	2025	953207	0	0	N	08/29/24	89.16
7946	CIT TRUCKS LLC	2025	112P253746	0	0	N	08/28/24	441.96
13180	MACQUEEN EQUIPMENT LLC	2025	P30026	0	0	N	08/29/24	1,871.98
Totals for department 430								25,510.30
Department: 440 STREET - ADMINISTRATION								
Program:								
Account: 100-46410-440			CONSULTING SERVICES					
789	MUNICIPAL GIS PARTNERS, INC	2025	7437	13821	1	N	08/31/24	2,300.00
Totals for department 440								2,300.00
Department: 441 STREET - MAINTENANCE								
Program:								
Account: 100-46673-441			MT SIDEWALKS					
4814	SCHROEDER & SCHROEDER INC	2025	7869	14077	1	N	09/11/24	57,564.00
Account: 100-47070-441			TOOLS/SUPPLIES					
105	ACE HARDWARE OF LIBERTYVILLE	2025	85150/6	0	0	N	09/04/24	4.49
105	ACE HARDWARE OF LIBERTYVILLE	2025	85155/6	0	0	N	09/04/24	36.18
105	ACE HARDWARE OF LIBERTYVILLE	2025	85187/6	0	0	N	09/09/24	17.99
105	ACE HARDWARE OF LIBERTYVILLE	2025	85195/6	0	0	N	09/10/24	14.39
Account: 100-47420-441			ELECTRIC LIGHT/POWER					
535	COMED	2025	1557812000-0824	0	0	N	09/13/24	58.80
		Remarks:	22 E PARK ENERGY CHARGES AUG 24					
535	COMED	2025	3034202111-0824	0	0	N	09/13/24	57.14
		Remarks:	3811 MELODY ENERGY CHARGES AUG 24					
535	COMED	2025	4424842000-0824	0	0	N	09/13/24	209.92
		Remarks:	99 HAMMOND ENERY CHARGES AUG 24					

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10:30 09/17/24
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
535 COMED	2025	5660532222-0824	0	0	N	09/13/24	5.40
Remarks:	912 E RT 45	ENERGY CHARGES	AUG 24				
535 COMED	2025	7701742000-0724	0	0	N	08/19/24	8,081.44
535 COMED	2025	8120233000-0824	0	0	N	09/13/24	57.14
Remarks:	3332 EPSTEIN	ENERGY CHARGES	AUG 24				
Account: 100-47430-441		HEATING FUELS					
1670 NORTH SHORE GAS	2025	5169055641	0	0	N	09/13/24	50.17
Remarks:	GAS CHARGES	AUG 24					
Account: 100-47490-441		REFUSE DISPOSAL					
14073 SUPER AGGREGATES INC	2025	21677	0	0	N	08/31/24	470.00
Account: 100-47543-441		MT MTLS BITUMINOUS PATCH					
1793 PETER BAKER & SON CO.	2025	47923	0	0	N	09/03/24	677.04
Account: 100-47547-441		MT MTLS SIGNS					
13135 GRIMCO, INC	2025	33066544-01	0	0	N	08/27/24	163.00
Totals for department 441							67,467.10
Totals for fund 100							222,130.56 **

apaivckdt2 vjankowski
10:30 09/17/24
Fund: 210 ROAD & BRIDGE
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: 442 STREET (RB)							
Program:							
Account: 210-48740-442 STREETS							
14311	2025	1098	14058	1	N	09/06/24	3,600.00
14311	2025	1099	14073	1	N	09/06/24	1,425.00
Account: 210-48742-442 SIDEWALKS							
4814	2025	7869	14077	1	N	09/11/24	.00
Totals for department 442							5,025.00
Totals for fund 210							5,025.00 **

apaivckdt2 vjankowski
10:30 09/17/24

Village of Mundelein, IL
Invoice List by Check Date

Page 12

Fund: 294 ARCHER BUSINESS CTR
Vendor Vendor Name

Fiscal Year	Invoice Number	PO #	Item	Spc Add Inv	Invoice Date	Item Value With Freight
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Department: 294 FIRE (RDB)

Program:

Account: 294-46620-294

MT BUILDING & GROUNDS

105	ACE HARDWARE OF LIBERTYVILLE	2025	85178/6	0	0	N	09/06/24	4.13
105	ACE HARDWARE OF LIBERTYVILLE	2025	85197/6	0	0	N	09/10/24	23.70
105	ACE HARDWARE OF LIBERTYVILLE	2025	85199/6	0	0	N	09/10/24	14.39
12097	MIDWEST MASONRY, INC.	2025	24024-01	14153	1	N	08/27/24	9,700.00
Account: 294-47430-294								
1670	NORTH SHORE GAS	2025	5169703661	0	0	N	09/13/24	344.33

Remarks: GAS CHARGES AUG 24

Totals for department 294 -----10,086.55

Totals for fund 294 -----10,086.55 **

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10:30 09/17/24
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				Addr	Date	With
				Inv		Freight

Department: 318 ST DRUG ASSETS

Program:

Account: 296-46999-318

MISC OTHER SERVICES

14202	AMAZON CAPITAL SERVICES, INC.	2025	1NRY-NNVV-Q4V7	14157	2	N	09/01/24	29.99
14202	AMAZON CAPITAL SERVICES, INC.	2025	1NRY-NNVV-Q4V7	14157	3	N	09/01/24	118.65
14313	UNMANNED VEHICLE	2025	INV/2024/001375	14089	1	N	08/23/24	16,481.55

Totals for department 318 16,630.19

Totals for fund 296 16,630.19 **

apaivckdt2 vjankowski
10:30 09/17/24
Fund: 414 ARPA/GRANTS
Vendor Vendor Name

Village of Mundelein, IL
Invoice List by Check Date

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

Department: 445 ARPA SPENDING

Program:

Account: 414-48799-445
12005 SYNERGY CONSTRUCTION

2025	OTHER INFRASTRUCTURE IMPR DRAW4-2	12834	1	N	08/03/24	320,158.97
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Totals for department 445

---320,158.97---

Totals for fund 414

---320,158.97 **

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10:30 09/17/24
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: 451 SEWER - ADMINISTRATION							
Program:							
Account: 500-46410-451 CONSULTING SERVICES							
789 MUNICIPAL GIS PARTNERS, INC	2025	7437	13821	1	N	08/31/24	4,602.54
Totals for department 451							4,602.54
Department: 452 SEWER - UPTOWN							
Program:							
Account: 500-46648-452 MT PICK-UP TRUCKS							
2614 DUSTY'S DC ELECTRICAL &	2025	016036	0	0	N	08/26/24	150.00
Account: 500-47430-452 HEATING FUELS							
10270 NICOR GAS COMPANY	2025	18960060137-08	0	0	N	09/13/24	46.99
10270 NICOR GAS COMPANY	Remarks: fy25 energy charges aug 24	2025	40127416028-08	0	0	N	47.36
10270 NICOR GAS COMPANY	Remarks: GAS CHARGES AUG 24	2025	70391475285-08	0	0	N	43.98
Account: 500-47525-452 MT MTLS HEAVY EQUIPMENT							
4604 NORTHWEST FREIGHTLINER	2025	X101172792:01	0	0	N	08/22/24	53.72
4778 NAPA LIBERTYVILLE	2025	951887	0	0	N	08/20/24	407.81
4778 NAPA LIBERTYVILLE	2025	952013	0	0	N	08/21/24	327.88
4778 NAPA LIBERTYVILLE	2025	952065	0	0	N	08/21/24	101.99
4778 NAPA LIBERTYVILLE	2025	952739	0	0	N	08/26/24	27.86
Totals for department 452							1,207.59
Department: 453 SEWER -TREATMENT PLANTS							
Program:							
Account: 500-46450-453 CHEMICAL ANALYSIS							
10233 TEKLAB, INC	2025	313065	0	0	N	09/06/24	332.80
Account: 500-47050-453 LABORATORY SUPPLIES							
7135 USABBLUEBOOK	2025	INV00479029	0	0	N	09/10/24	179.78
7135 USABBLUEBOOK	2025	INV00479556	0	0	N	09/10/24	547.61
10023 CERTIFIED BALANCE & SCALE	2025	26220	0	0	N	08/27/24	1,853.00
Account: 500-47051-453 TERTIARY TREATMENT							
6636 HAWKINS, INC	2025	6856536	0	0	N	09/05/24	1,199.50
12445 USALCO, LLC	2025	910126838	13872	1	N	09/10/24	14,162.40
Account: 500-47430-453 HEATING FUELS							
1670 NORTH SHORE GAS	2025	516540983	0	0	N	09/13/24	43.15
1670 NORTH SHORE GAS	Remarks: GAS CHARGES AUG 24	2025	5166487623	0	0	N	675.02
Account: 500-47470-453 WATER SERVICE CHARGES							

apaivckdt2 vjankowski
 10:30 09/17/24
 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
2342	VILLAGE OF LIBERTYVILLE	2025	808FYE25-2	0	0	N	09/05/24	42.45
2342	VILLAGE OF LIBERTYVILLE	2025	819FYE25-2	0	0	N	09/05/24	32.94
Account: 500-47510-453 MT MTLs BLDGS & GROUNDS								
924	HARRINGTON INDUSTRIAL	2025	023J6968	0	0	N	09/03/24	395.73
985	HINCKLEY SPRINGS	2025	25944353090524	0	0	N	09/05/24	62.86
2013	EMERGENT SAFETY SUPPLY	2025	1902802822	0	0	N	08/01/24	152.88
2013	EMERGENT SAFETY SUPPLY	2025	1902803952	0	0	N	08/22/24	-146.13
8442	MENARD, INC	2025	21986	0	0	N	09/10/24	65.60
14202	AMAZON CAPITAL SERVICES, INC.	2025	1LNG-RPHT-M7R3	0	0	N	08/18/24	17.37
14202	AMAZON CAPITAL SERVICES, INC.	2025	1NN9-DNHM-V476	0	0	N	09/01/24	-7.98
14202	AMAZON CAPITAL SERVICES, INC.	2025	1TQK-793X-RGLP	0	0	N	09/01/24	-9.39
Totals for department 453								19,599.59
Department: 461 WATER - ADMINISTRATION								
Program:								
Account: 500-46410-461 CONSULTING SERVICES								
789	MUNICIPAL GIS PARTNERS, INC	2025	7437	13821	1	N	08/31/24	4,602.00
Account: 500-46415-461 COMPUTER SOFTWARE SUPPORT								
14033	RITTER GIS INC	2025	21903	13894	1	N	08/30/24	4,667.00
14033	RITTER GIS INC	2025	21904	13642	1	N	08/30/24	2,000.00
Totals for department 461								11,269.00
Department: 462 WATER - MAINTENANCE								
Program:								
Account: 500-46662-462 MT WTR RECEIVING STRUCTR								
450	CENTRAL LAKE COUNTY	2025	2024 0630 SD	0	0	N	09/03/24	138.04
Account: 500-46694-462 MT WATER TOWERS								
1209	JUDE R. VICKERY	2025	13885	0	0	N	08/26/24	100.00
Account: 500-47421-462 ELP WTR RECEIVING STRTR								
450	CENTRAL LAKE COUNTY	2025	2024 0630 SD	0	0	N	09/03/24	108.89
Account: 500-47527-462 MT MTLs UTILITY VANS								
4778	NAPA LIBERTYVILLE	2025	951952	0	0	N	08/20/24	10.66
Account: 500-47528-462 MT MTLs PICK-UP TRUCK								
4778	NAPA LIBERTYVILLE	2025	953068	0	0	N	08/28/24	5.33
Totals for department 462								362.92
Department: 463 WATER - METER READING								
Program:								
Account: 500-46441-463 PRINTING SERVICES								
14102	INFOSEND, INC.	2025	270142	14172	1	N	08/30/24	856.36
Account: 500-47016-463 POSTAGE								

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apaivckdt2 vjankowski
10:30 09/17/24
Fund: 500 WATERWORKS & SEWERAGE
Vendor Vendor Name
Number
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Village of Mundelein, IL Invoice List by Check Date

Page 17

Number	Year				Addr Inv	Date	With Freight
14102 INFOSEND, INC.	2025	270142	14172	2	N	08/30/24	2,833.51
Account: 500-47560-463		MT MTLs METERS					
265 BADGER METER, INC.	2025	80170151	0	0	N	08/29/24	451.68
Totals for department 463							-----4,141.55-----
Totals for fund 500							-----41,183.19 **-----


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apaivckdt2  vjankowski
10:30  09/17/24
Fund:  520  DEPRECIATION
Vendor  Vendor Name
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Village of Mundelein, IL Invoice List by Check Date

Page 18

Fund	Vendor Number	Vendor Name	Fiscal Year	Invoice Number	PO #	Item	Spc Addr Inv	Invoice Date	Item Value With Freight
Department: 457 SWR TREATMENT PLANT (DEP)									
Program:									
Account:	520-48770-457			SEWER PLANT					
	4874 ENVIRONMENTL DYNAMICS INC	2025	305682	14012	1	N	09/04/24	23,450.00	
Totals for department 457								23,450.00	
Totals for fund 520								23,450.00	**

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apaivckdt2  vjankowski
10:30 09/17/24
Fund: 522 LK WATER JAWA
Vendor Vendor Name
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Village of Mundelein, IL Invoice List by Check Date

Page 19

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apaivckdt2 vjankowski
10:30 09/17/24
Fund: 630 ESCROW DEPOSITS
Vendor Vendor Name

Village of Mundelein, IL
Invoice List by Check Date

Page 20

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

Program:

Account: 630-27775-000
8213 BURKE, WARREN, MACKAY &
14278 RYAN, LLC
Account: 630-27840-000
13135 GRIMCO, INC

	CONC 2022-006 WIRTZ					
2025	366693	14174	1	N	08/02/24	459.00
2025	817885	13682	1	N	09/06/24	5,490.00
2025	32843048-01	0	0	N	07/12/24	183.97

Totals for department -----6,132.97

Totals for fund 630 -----6,132.97 **

apaivckdt2 vjankowski
10:30 09/17/24
Fund: 630 ESCROW DEPOSITS

Village of Mundelein, IL
Invoice List by Check Date

Page 20

Grand totals						801,778.94 ***
				AT&T		-8,628.69
						793,150.25

* * * End of Report * * *

To: Mayor and Board of Trustees

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

For: Village Board Meeting of September 23, 2024

Subject: Governing Body - AT&T

Financial Impact:

\$ 619.45 - 100-47310-325 - Ameritech Charges
\$1,751.76 - 100-47310-301 - Ameritech Charges
\$6,257.48 - 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 09/23/24.

DATE	VENDOR	AMOUNT
09/23/24	AT&T	\$2,371.21
09/23/24	AT&T Mobility	\$6,257.48



GOVERNING BODY

DISBURSEMENTS REPORT – AT&T

September 23, 2024

To: Mayor and Board of Trustees

From: Bill Lark, Chief
Jennifer Rogers, Executive Assistant

For: Village Board Meeting of September 23, 2024

Subject: Approval for the purchase order for payment of GEMT funds to the Illinois Department of Healthcare / Family Services

Financial Impact:

\$429,783.18 - 100-32205-000 - Ambulance Service

Attachments:

1. Mundelein FD GEMT FY 2024

Background:

In July 2019, the Illinois Department of Healthcare and Family Services established a new funding program for public providers of emergency 911 transport. Each state that has adopted a Medicaid program is entitled to receive federal funds to assist that state with providing healthcare coverage. This program resulted in state legislation to increase reimbursements for those communities providing ground emergency medical transport (GEMT) of Medicaid patients from the Federal Medicaid program. To provide greater cost coverage for the Village of Mundelein, for covered ambulance services, we entered into an IGA with the Illinois Department of Healthcare and Family Services on November 14, 2021, to participate in the GEMT program for 2022. This agreement may be renewed for additional periods by mutual consent, and we have renewed the agreement to participate in both 2023 and 2024. In accordance with the IGA, the Village of Mundelein must remit 50% of these reimbursable costs to the State of Illinois.

The attached Illinois Department Healthcare and Family Services invoice number GEMTFY24167 for GEMT FY 2024 (7/1/23 to 6/30/2024). The breakdown of the invoice is as follows:

Quarters 3 & 4 for 2023 the amount is \$167,509.22.
Quarters 1 & 2 for 2024 the amount is \$262,273.96.

The total amount to be paid is \$429,783.18 and this is the 50% that must be paid to the State of Illinois for participating in GEMT.

Recommendation:

Motion to approve purchase order number 14188 and payment in the amount of \$429,783.18 to the Illinois Department of Health Care and Family Services.



INVOICE

Date:
INVOICE #
FOR:

August 31, 2024
 GEMTFY24167
 GEMT FY 2024 (7/1/23-6/30/24)

BILL TO:
 MUNDELEIN FIRE DEPARTMENT
 300 PLAZA CIRCLE
 MUNDELEIN, IL 60062

DESCRIPTION	YEAR	QUARTER	TOTAL	TOTAL DUE
PROCEDURE CODE A0427 & A0429	2023	3 & 4	\$167,509.22	
				\$167,509.22
PROCEDURE CODE A0427 & A0429	2024	1 & 2	\$262,273.96	
				\$262,273.96
			TOTAL DUE:	\$429,783.18

**Total Amount Due by
 October 31st, 2024**

Make all checks payable to:

HFS Bureau of Fiscal Operations –
 GEMT
 PO Box 19491
 Springfield, IL 62794-9491

To: Mayor and Board of Trustees

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

For: Village Board Meeting of September 23, 2024

Subject: 2025 (FY26) Design Engineering Services - Infrastructure

Financial Impact:

\$86,482.00 - 210-48740-442 - STREETS

Attachments:

1. 2024.M061 Mundelein 2025 Roadway Reconstruction Design Improvements
2. Recon Exhibit

Background:

The proposed 2025 design engineering service agreement includes street and utility reconstruction. The design will include pavement reconstruction, sidewalk infill, drainage enhancements, and utility replacements within the Hawthorne Creek subdivision (French Drive).

Recommendation:

Motion to authorize the Director of Public Works and Engineering to sign the proposal for design engineering services agreement for the 2025 Street and Infrastructure Improvement Project and approve purchase order number 14177 for Gewalt Hamilton Associates, Inc. in the amount of \$86,482.00.

September 4, 2024

Mr. Adam Boeche, P.E.
Director of Public Works and Engineering
Village of Mundelein
801 Allanson Road
Mundelein, IL 60060

625 Forest Edge Drive, Vernon Hills, IL 60061

TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com

Re: Design Engineering Services Agreement
2025 Roadway Reconstruction
Mundelein, Illinois
GHA Proposal No. 2024.M061

Dear Mr. Boeche:

On behalf of Gewalt Hamilton Associates, Inc. (GHA), we thank you for the opportunity to again submit a proposal to assist the Village with implementation of a portion of their Roadway Improvement Program. Our staff continues to enjoy our long-term professional relationships with the Village and have assisted in the completion of many similar roadway improvement projects within the Village. Our prior experience provides us unique insight and an ability to use this historical knowledge to the Village's advantage.

We trust that our proposal will meet with your favorable review. We look forward to further discussing our qualifications and ideas for implementation with you and your staff in greater detail. Thank you again for your continued consideration.

Sincerely,
Gewalt Hamilton Associates, Inc.



John R. Briggs, P.E.
Senior Engineer

jbriggs@gha-engineers.com

Encl.: GHA Proposal No. 2024.M061

Design Engineering Scope of Services
2025 Roadway Reconstruction
Mundelein, Illinois
GHA Proposal No. 2024.M061

625 Forest Edge Drive, Vernon Hills, IL 60061
TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com

Village of Mundelein (Client), 300 Plaza Circle, Mundelein, IL 60060, and Gewalt Hamilton Associates, Inc. (GHA), 625 Forest Edge Drive, Vernon Hills, IL 60061, agree and contract as follows:

I. Project Understanding

The Village of Mundelein plans to upgrade its roadway infrastructure by improving portions of the system located along various routes within the Village. The current effort will focus on the rehabilitation / reconstruction of approximately 4,030 FT of roadway (see attached *List of Streets*). Planned reconstruction work generally includes new curb and gutter installation throughout the project limits, watermain installation, sanitary sewer repairs, storm sewer and drainage improvements, roadway reconstruction and/or milling, pulverizing and paving improvements, and site restoration. The existing pavement sections generally consist of either PCC pavements or aggregate base course with asphalt overlays of various thicknesses throughout of the project limits.

The design approach for this project will be like that of previous efforts undertaken by the Village. As most of the project will need to have watermain replacement, storm sewer improvements, and new roadway profile/reconstruction designs completed along their routes, full plan and profile documents with cross-sections at 50 Ft intervals, intersections and driveways have been planned to be prepared for this project. Unit items necessary for construction will be generated and included in a contract specification booklet as part of the bid documents.

Completed bidding documentation will be submitted to the Village and Illinois Environmental Protection Agency (IEPA) as needed. Permitting for the sanitary sewer will only be required if any new sewer alignment changes in slope, location or sizing. As it is anticipated to be replaced in-kind and only as needed, there should be no need for submittal to IEPA for this work. The new watermain alignments will require permitting through the IEPA, and GHA will prepare the necessary permit documents for Village execution.

It is our current understanding that MFT (Motor Fuel Tax) revenue will NOT be utilized for this work and submittal to IDOT will not be required. We anticipate still following the IDOT MFT contract preparation process, which will be handled by GHA. Bidding will be locally let and will also be handled by GHA.

The following project approach is based on our discussions with the Client and our experience with similar projects completed for the Village. As such, GHA proposes to provide civil engineering services to include the following:

II. Scope of Services

A. Project Initiation, Coordination, and Data Collection

Coordination with Village Staff and stakeholders to discuss all specific areas of concern will be key to implementing a successful project. The following tasks are anticipated during this phase of the project.

1. Representatives from GHA will attend a kick-off meeting with Village staff prior to commencing field data collection services.
2. GHA will collect and review all available data provided by the Village and others, for possible inclusion into the current design effort.
3. GHA will prepare an existing conditions topographic survey and ROW survey for the project limits in accordance with the Village of Mundelein and IDOT standards. Horizontal coordinates shall be referenced to the State Plane Coordinate System, Illinois East Zone, NAD83 adjustment. Vertical elevations shall be referenced to the North American Vertical Datum of 1988 (NAVD88). All units shall be U.S. Survey feet and decimal parts thereof.

Topographic and ROW survey limits will encompass approximately 4,030 lineal feet of roadway along various routes within the Village (*See List of Streets*). The survey will extend approximately 50 feet beyond the far side of intersections at all roadway termini, and 10-15 feet past the existing ROW along the entire project limits.

Our topographic survey will include the following tasks:

- Coordinate with private utility companies to obtain the most recent copies of available atlases for inclusion into our survey and to confirm JULIE locations.
- Include the location, size and inverts of all visible drainage structures, cross culverts, drive and street culvert structures with flow directions.
- Identify all visible/substantial site improvements including pavement, pavement markings, driveways, fences, walls, buildings, sidewalks, traffic signals, etc.
- Identify the location and size of vegetation and landscaping elements, including locating all trees 6" and greater caliber.
- Identify the visible utilities, sanitary and storm manholes, catch basins, inlets and water valves (Design JULIE) in the project area.
- Obtain existing, available plats.
- Locate and survey sufficient property monumentation in the project area to reasonably confirm the position of the property lines within the project limits.

B. Pre-Final Plans and Specifications

1. Following our data review and repair assessments, GHA will begin the development of the preliminary contract documents and project specifications. GHA will prepare preliminary engineering documents that will be submitted to the Village of for review. The drawings shall be full size (22" x 34"), fully legible when reduced to 1/4 size (11" x 17"), and will generally contain the following information:
 - Existing conditions.
 - Geometrics of proposed road layout.

- Existing right-of-way and individual lot property lines.
- Approximate location of existing and design location of proposed utilities.
- Proposed road profile and typical road pavement sections based on IDOT standards and applicable Village standard details.

Plan and profiles, along with cross-sections at all driveways, intersections, and 50-foot station intervals, will be prepared for the anticipated sanitary, watermain, storm sewer and roadway improvements. It is anticipated that any existing storm sewer trunk system will be utilized in the drainage improvements and supplemented as necessary to provide for the roadway system drainage. Based on our knowledge of this portion of the neighborhood, more extensive storm sewer installations likely will be required, but will be only added as needed for overall system functionality.

2. Typical cross-sections, details, and summary tables will be created as needed to provide the contractor with sufficient information for bidding. We will prepare the necessary documents utilizing our standard IDOT Motor Fuel Tax (MFT) format, and submit to the Village for review.
3. As part of this work, preliminary cost estimates will be prepared to assist in the final design decisions.

C. Final Document Preparation and Cost Estimating

1. GHA will submit the approximate 75% complete set to the Village for review, and will incorporate comments received after meeting with the Village. The completion of the final contract documents will generally include plan and profile/cross-sections, typical pavement sections, estimated quantities, limits of pavement resurfacing, vegetation removal, etc.
2. The specification and contract bidding booklet will be prepared for all work items in accordance with the IDOT Standard Specifications for Road and Bridge Construction, as well as the Village's requirements.
3. Based on the final contract documents and project specifications, GHA will develop a final construction budget/EOPC (Engineer Opinion of Probable Cost) utilizing the estimated quantities, our internal database of unit rates from similar recent projects, market conditions, and other factors. This budget will be submitted to the Village Engineering Department for review.

D. Project Management, Permitting and Design Meetings

1. Representatives from GHA will attend progress meetings with Village staff at the conceptual layout stage, as well as the 75% and 100% completion submittals (3 meetings).
2. Representatives from GHA will attend one (1) after-hours public meeting to discuss the project with stakeholders and/or Village Board to review and address the public's concerns.
3. Representatives from GHA will coordinate submittals and review comments with regulatory agencies. We currently anticipate having to submit to the IEPA for the watermain work.
4. When the project has been approved by the Engineering Department it will be advertised for bid through the local newspaper, along with Village and GHA websites. GHA will prepare and distribute contract documents from our office and will manage and respond to all technical inquiries regarding the project. A GHA representative will attend the public bid opening and will provide assistance to the Engineering Department.

5. GHA will tabulate the bids and summarize the information for a preliminary verbal response within 24 hours, notifying the Village of the lowest responsible bidder.
6. As necessary, we will confirm contractor references and evaluate any bidding discrepancies. A written recommendation will then be prepared and submitted for approval by the Village Board.

E. Material Testing Services

GHA will coordinate with the geotechnical engineer (as necessary) and Village staff to complete the soil and pavement evaluation. It is currently anticipated that up to 10 soil borings and pavement cores will be obtained throughout the project limits. The planned depth of boring will be approximately 3-5 FT. This depth allows for a good understanding of the underlying soil conditions to be obtained, which allows for proper design considerations to be made.

GHA has included an estimated allowance of \$3,800.00 for soil boring/pavement coring services, and will retain a qualified firm directly.

F. CCDD Investigation

GHA will coordinate with the Environmental CCDD Soils Consultant (as necessary) and Village staff to coordinate the evaluation of compliance to the IEPA Clean Construction & Demolition Debris (CCDD) Requirements.

In general, the CCDD Compliance work will include:

- An area-wide Preliminary Environmental Site Assessment, including environmental records search and site walk;
- Collection of soil samples throughout the project limits. More frequent sampling allows for tighter control of unknown materials, should they be encountered;
- Analysis of soil samples for VOC, SVOCs and PNAs (as deemed necessary);
- Preparation of a summary report (documentation of assessment and soil sampling for LPC-663 form);
- Preparation and execution of the necessary LPC-662 or -663 forms.

Due to the nature of the improvements and the residential setting, it is anticipated there will be no significant issues discovered during this work. However, we believe it is prudent to engage in this activity during the design phase, when potential issues may still be addressed and/or incorporated into the final contract.

GHA has included an estimated allowance of \$5,000.00 for Clean Construction Demolition Debris (CCDD) compliance assessment/testing will retain a qualified firm directly.

III. Compensation for Services

The following is an estimated breakdown of the proposed services and associated fees. Please note that these are estimates only and may be subject to change once work has commenced:

Task	Estimated Hours	Estimated Fee
A. Project Initiation, Coordination, & Data Collection/Survey	154	\$22,272.00
B. Pre-Final Plans and Specifications	217	\$41,096.00
C. Final Document Preparation and Cost Estimating	54	\$8,884.00
D. Project Management, Permitting and Design Meetings	22	\$4,120.00
Not-to-Exceed (NTE) Fee	447	\$76,372.00
Material Testing Services ¹		\$8,800.00
Estimated Reimbursable Expenses		\$1,310.00
Total NTE Fee + Reimbursables		\$86,482.00

Additional services for this project, requested and authorized by the Village, will be billed accordance with the hourly rates on file with the Village.

Reimbursable expenses, including items such as printing, messenger service, mileage, etc., have been included in the above fee as noted and will be billed directly to the Client.

Statements of GHA charges made against a project are submitted to clients every four weeks. This permits the client to review the status of the work in progress and the charges incurred.

IV. Notes, Clarifications and Assumptions

1. Only those meetings identified are included. Additional meetings will be billed on time-and-materials (T&M) basis.
2. This proposal does not include wetland delineations or permitting.
3. Our construction specifications will reference the "Standard Specifications for Road and Bridge Construction", latest edition, adopted by the Illinois Department of Transportation.
4. All work will be performed on a time and material basis, in accordance with the total estimated fees as detailed above.
5. Our estimated fees assume that all street improvements will be designed between Fall 2024 and Winter 2025 under a single engineering contract. An increase or reduction to the scope of the project may require adjustments to our fees.
6. We assume the Client will supply GHA with all available copies of previous surveys and property boundary information to confirm our field data collection efforts. Our survey tasks do not include Plat of Survey work. All work will be completed within existing rights-of-way.
7. The Client will be responsible for all bid advertising costs.

¹ Includes an allowance of \$5,000.00 for CCDD compliance testing and \$3,800.00 for pavement cores.

8. Plan sheets shall be 22" x 34".
9. No construction layout or construction engineering services are included.
10. Any permitting or application fees associated with the proposed work will be paid for by the Client, and are not included in our fees.
11. Any services requested by the Client but not expressly identified within *II. Scope of Services* will be provided for an additional fee or under a separate proposal.

V. General Conditions of this Agreement

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GHA. GHA's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

GHA, Inc. shall not have control of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for job site safety measures. Such control is the sole responsibility of the Client's contractor.

The Client and GHA agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

This Agreement, including all subparts and Attachment A, which is attached hereto and incorporated herein as the General Provisions of this Professional Services Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing.

By signing below, you indicate your acceptance of this Agreement in its entirety.

Gewalt Hamilton Associates, Inc.



John R. Briggs, R.E.
Senior Engineer

Village of Mundelein

Name: _____

Title: _____

Date: _____

Encl.: Attachment A
List of Streets

**ATTACHMENT A TO GEWALT HAMILTON ASSOCIATES, INC.
PROFESSIONAL SERVICES AGREEMENT**

1. Standard of Care. The services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be reasonably performed consistent with the generally accepted standard of care for the Scope of Basic Services called for herein at the time when and the place where the services are provided. GHA will use reasonable care to comply with applicable codes and laws in effect at the time its services are provided.

2. Duration of Proposal. The terms of this Agreement are subject to renegotiation if not accepted within 60 calendar days of the date indicated on this Agreement. Requests for extension beyond 60 calendar days shall be made in writing prior to the expiration date. The fees and terms of this Agreement shall remain in full force and effect for one year from the date of acceptance of this Agreement, and shall be subject to revision at that time, or any time thereafter if GHA gives written notice to the other party at least 60 calendar days prior to the requested date of revision. In the event that the parties fail to agree on the new rates or other revisions, either party may terminate this Agreement as provided for herein.

3. Client Information. Client shall provide GHA with all project criteria and full information for its Scope of Basic Services. GHA may rely, without liability, on the accuracy and completeness of the information Client provides, including that of its other consultants, contractors and subcontractors, without independently verifying that information.

4. Payment. Payments are due within 30 calendar days after a statement is rendered. Statements not paid within 60 calendar days of the end of the calendar month when the statement is rendered will bear interest at the rate of one percent (1.0%) per month until paid. The provision for the payment of interest shall not be construed as authorization to pay late. Failure of the Client to make payments when due shall, in GHA's sole discretion, be cause for suspension of services without breach or termination of this agreement. Upon notification by GHA of suspension of services, Client shall pay in full all outstanding invoices within 7 calendar days. Client's failure to make such payment to GHA shall constitute a material breach of the Agreement and shall be cause for termination by GHA. GHA shall be entitled to reimbursement of all costs actually incurred by GHA in collecting overdue accounts under this Agreement, including, without limitations, attorney's fees and costs. GHA shall have no liability for any claims or damages arising from either suspension or termination of this Agreement due to Client's breach. The Client's obligation to pay for GHA's services is in no way dependent upon the Client's ability to obtain financing, rezoning, payment from a third party, approval of governmental or regulatory agencies or the Client's completion of the project.

5. Instruments of Service. The Client acknowledges GHA's plans and specifications, including field data, notes, calculations, and all documents or electronic data, are instruments of service. GHA shall retain ownership rights over all original documents and instruments of service. All instruments of service provided by GHA shall be reviewed by Client within 10 calendar days of receipt. Any deficiencies, errors, or omissions the Client discovers during this period will be reported to GHA and will be corrected as part of GHA's Basic Services. Failure to provide such notice shall constitute a waiver. The Client shall not reuse or make, or permit to be made, any modifications to the instruments of service without the prior written authorization of GHA. The Client waives all claims against GHA arising from any reuse or modification of the instruments of service not authorized by GHA. The Client agrees, to the fullest extent permitted by law, to defend and indemnify and hold GHA harmless from any liability, damage, or cost, including attorneys' fees, arising from the unauthorized reuse or modification of the instruments of service by any person or entity. The parties agree that if elements of the Scope of Basic Services identified in this Agreement are reduced and/or eliminated by Client, then Client waives, releases and holds GHA harmless from all claims and damages arising from those reduced and/or eliminated services. If GHA's Scope of Basic Services does not include construction administration phase services, Client assumes responsibility for interpretation of the instruments of service and construction observation, and waives all claims against GHA for any act, omission or event connected thereto. Unless included in GHA's Scope of Basic Services, GHA shall not be liable for coordination with of the services of Client's other design professionals.

6. Electronic Files. The Client acknowledges that differences may exist between the electronic files delivered and the printed instruments of service. In the event of a conflict between the signed / sealed printed instruments of service prepared by GHA and the electronic files, the signed / sealed instruments of service shall control. GHA's electronic files shall be prepared in the current software GHA uses and will follow GHA's standard formatting unless the Scope of Basic Services requires otherwise. Client accepts that GHA makes no warranty that its software will be compatible with other systems or software.

7. Applicable Codes. The Client acknowledges that applicable laws, codes and regulations may be subject to various, and possibly contradictory, interpretations. Client accepts that GHA does not warrant or guarantee that the Client's project will comply with interpretations of applicable laws, codes, and regulations as they may be interpreted to the project. Client agrees that GHA shall not be responsible for added project costs, delay damages, or schedule changes arising from unreasonable or unexpected interpretations of the laws, codes, or regulations applied to the project, nor for changes required by the permitting authorities due to changes in the law that became effective after completion of GHA's instruments of service. Client shall compensate GHA for additional fees required to revise the instruments of service to comply with such interpretations. Client shall also compensate GHA for additional fees required to revise the instruments of service if Client changes the project scope after GHA's completes its instruments of service.

8. Utilities and Soils. When the instruments of service include information pertaining to the location of underground utility facilities or soils, such information represents only the opinion of the engineer as to the possible locations. This information may be obtained from visible surface evidence, utility company records or soil borings performed by others, and is not represented to be the exact location or nature of these utilities or soils in the field. Client agrees that GHA may reasonably rely on the accuracy and completeness of information furnished by third parties respecting utilities, underground conditions and soils without performing any independent verification. Contractor is solely responsible for utility locations, their markings in the field and their placement on the plans based on information they provided. Client agrees GHA is not liable for damages resulting from utility conflicts, mistaken utility locates, unfavorable soils, and concealed or unforeseen conditions, including but not limited to added construction costs and/or project delays. If the Client wishes to obtain the services of a contractor to provide test holes and exact utility locations, GHA may incorporate that information into the design and reasonably rely upon it. If not included in the Scope of Basic Services, such work will be compensated as additional services.

9. Opinion of Probable Construction Costs. GHA's Scope of Basic Services may include the preparation of an opinion of probable construction costs. Client acknowledges that GHA has no control over the costs of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Opinions of probable costs, shall be made on the basis of experience and qualifications applied to the project scope contemplated by this Agreement as well as information provided by Client (the accuracy and completeness of which GHA may rely upon), and represent GHA's reasonable judgment. Client accepts that GHA does not guarantee or warrant that proposals, bids, or the actual construction costs will not vary from opinions of probable cost prepared for the Client. GHA shall not be liable for cost differentials between the bid and/or actual costs and GHA's opinion of probable construction costs. Client agrees it shall employ an independent cost estimator if, based on its sole determination, it wants more certainty respecting construction costs,

10. Contractor's Work. Client agrees that GHA does not have control or charge of and is not responsible for construction means, methods, techniques, sequences or procedures, or for site or worker safety measures and programs including enforcement of Federal, State and local safety requirements, in connection with construction work performed by the Client or the Client's construction contractors. GHA is not responsible for the supervision and coordination of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators, suppliers, or any of their employees, agents and representatives of such workers, or responsible for any machinery, construction equipment, or tools used and employed by contractors and subcontractors. GHA has no authority or right to stop the work. GHA may not direct or instruct the construction work in any regard. In no event shall GHA be liable for the acts or omissions of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators or suppliers, or any persons or entities performing any of the work, or for failure of any of them to carry out their work as called for by the Construction Documents. The Client agrees that the Contractor is solely responsible for jobsite and worker safety and warrants that this intent shall be included in the Client's agreement with all prime contractors. The Client agrees that GHA and GHA's personnel and consultants (if any) shall be defended/indemnified by the Contractor for all claims asserted against GHA which arise out of the Contractor's or its subcontractors' negligence, errors or omissions in the performance of their work, and shall also be named as an additional insured on the Contractor's and subcontractors' general liability insurance policy. Client warrants that this intent shall be included in the Client's agreement with all prime contractors. If the responsible prime contractor's agreement fails to comply with the Client's intent then the Client agrees to assume the duty to defend and indemnify GHA for claims arising out of the Contractor's or subcontractors' negligence, errors or omissions in the performance of their work.

11. Contractor Submittals. Shop drawing and submittal reviews by GHA shall apply only to the items in the submissions that concern GHA's scope of Basic Services and only for the purpose of assessing if, upon successful incorporation in the project, they are generally consistent with the GHA's Instruments of Service. Client agrees that the Contractor is solely responsible for the submissions and for compliance with the Instruments of Service. Owner agrees that GHA's review and action in relation to the submissions does not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to jobsite or worker safety. GHA's consideration of a component does not constitute acceptance of an assembled item.

12. Hazardous Materials. Client agrees that GHA has no responsibility or liability for any hazardous or toxic materials, contaminants or pollutants.

13. Record Drawings. If required by the Scope of Basic Services, record drawings will be prepared which may include unverified information compiled and furnished by others, the accuracy and completeness of which GHA may reasonably rely upon. Client accepts that GHA shall not verify the information provided to it and agrees GHA will not be responsible for any errors or omissions in the record drawings due to incorrect or incomplete information furnished by others to GHA.

14. Disputes. Client agrees to limit GHA's total aggregate liability to the Client for GHA's alleged acts, errors or omissions to \$50,000 or the amount of GHA's paid fees for its services on the project, whichever is greater. GHA's liability to Client shall be limited to twelve months from the last invoice submitted to Client by GHA, regardless of payment by Client. GHA makes no guarantees or warranties, either expressed or implied, including any warranty of habitability or fitness for a particular purpose. The parties agree to waive all claims against the other for any and all consequential damages, including attorneys' fees. The parties agree to waive against each other all rights and claims otherwise covered by property insurance, by builder's risk insurance or by all risk insurance, including but not limited to subrogation rights regardless of whether the claims arise during or post-construction and regardless of final payment to GHA.

All disputes arising out of or relating to this Agreement shall first be negotiated between the parties. If unresolved, the dispute shall be submitted to mediation as a condition precedent to litigation. Mediation shall take place in Chicago, Illinois unless the Client and GHA mutually agree otherwise. The fees and costs of the mediator shall be apportioned equally between the parties. If mediation is unsuccessful, litigation shall be the form of dispute resolution and shall be filed in the jurisdiction where the project was pending. The controlling law shall be the law of the jurisdiction where the project was located. Client agrees that all causes of action under this Agreement shall be deemed to have accrued and all statutory limitations periods shall commence no later than the date of GHA's services being substantially completed. Client agrees that any claim against GHA arising out of this Agreement shall be asserted only against the entity and not against GHA's owners, officers, directors, shareholders, or employees, none of whom shall bear any liability and may not be subject to any claim.

15. Miscellaneous. Either Client or GHA may terminate this Agreement without penalty at any time with or without cause by giving the other party ten (10) calendar days prior written notice. The Client shall, within thirty (30) calendar days of termination pay GHA for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions of this Agreement. Client shall not assign this Agreement without GHA's prior written consent. There are no third-party beneficiaries to this Agreement.

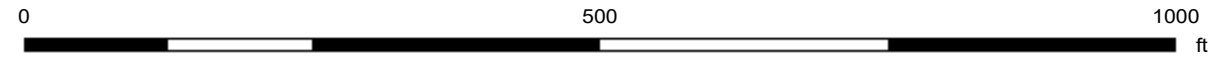
Design Engineering Scope of Services
2025 Road Reconstruction Project
Mundelein, Illinois
GHA Proposal No. 2024.M061

LIST OF STREETS

Name	Limits	Approximate Length
French Drive	S Shaddle Avenue to Cul-de-Sac	1,650 FT
Gifford Court	French Drive to South Cul-de-Sac	195 FT
French Court	French Drive to South Cul-de-Sac	325 FT
George Drive	French Drive to Thomas Blvd	625 FT
Washington Court	Thomas Blvd to North Cul-de-Sac	205 FT
Thomas Court	South Shaddle Avenue to West Cul-de-Sac	330 FT
South Shaddle Avenue	French Drive to East Orchard Street	700 FT
Total Length		4,030 FT



Legend



Print Date: 7/23/2024

Notes

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