AVON TOWNSHIP – REGULAR BOARD MEETING

AGENDA

433 E Washington Street, Round Lake Park, IL

Tuesday, June 9, 2026 at 6:30pm

I. Call to Order
II. Pledge of Allegiance
III. Roll Call
IV. Public Comment- Public Comment shall be limited to 3 minutes per speaker
V. Reports
- **A. Supervisor**
- **B. Clerk**
- **C. Assessor**
- **D. Highway Dept**

VI. Old Business
VII. New Business
- **A. Approval of May 12, 2026, Township Board Meeting Minutes**
- **B. Approval of Monthly Bills as Presented**
  1. **Prepaid Bills**
  2. **Outstanding Bills**
- **C. Discussion and Possible Action on Nearmap Contract**
- **D. Discussion Only on the Vacation of Property Located at the Dead End of W Lake Ave, Round Lake (Whitewood Subdivision)**
- **E. Discussion and Possible Action to Approve Costs for Surveying Work for a Plat of Survey for Avon Township Center**
- **F. Discussion and Possible Action to Approve Landscaping Contract with Uriostegui Group Co.**
- **G. Discussion and Possible Action To Approve Resolution RS 2026-0609-001 Expressing Opposition to the Proposed T5 Data Center Development In The Village of Grayslake**

VIII. Member's Remarks
IX. Executive Session
X. Action Following Executive Session
XI. Adjournment

Avon Township is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting of facilities, are asked to call the Township office prior to the meeting.

Supervisors Report: Will present at meeting.

Note: no report given.

Clerk's Report

June 9, 2026

Classes/Training

In attending a Townships of Illinois seminar information was discussed about web-site integration with documents. Legislation has requirements set for 2027, yet information has come to show that some of the documents uploading processes are running in the upper 5-digit numbers. TOI holds the opinion that there will be alterations to the current laws.

Additional legislation about AI document retention is under consideration.

Tracked Legislation & Mandates

- **Township Dissolution Measures:** TOI actively tracks bills (such as HB 2515) that outline the legal parameters, asset transfers, and road district rules if a township faces structural consolidation or dissolution.

- **Open Meetings Act (OMA) Updates:** Keep the board aware of active OMA monitoring. TOI tracks changes to electronic attendance, quorum rules, and remote voting flexibility for board members (such as allowances for active military duty).
-
- **Federal Funding & Clean Energy:** Through the National Association of Towns and Townships (NATaT Weekly Legislative Update), TOI highlights how local townships can access clean energy tax credits using direct pay or transferability mechanisms.

Upcoming TOI Educational Opportunities

- **Training Updates:** Registration is open for upcoming TOI Training Sessions across the state (including Rockford, Rock Island, and Springfield).

- **Handbook Notice: 2026 Laws and Duties Handbook** is available through the TOI Resource Center to help guide proper local governance.

Avon Township Assessor's Report
June 2026

- My office has been busy reinstating Senior Freezes – many did not do the renewal exemption. When they received their bill, they saw their increase in taxes.
- I would like to thank Patty Sloan for taking the time to visit my office to review the NearMap program. She appeared impressed with its capabilities and the value it will bring in supporting the work that needs to be completed at the Township.
- NeapMap has been the best tools I have purchased! We have discovered so much value on parcels that people had not got a permit for.

Reminder your 1st installment of your taxes due June 4th –
You will be penalized!!

Payment Date	1st installment	2nd installment
By June 4	0%	0%
June 4 - July 4	1.5%	0%
July 5 - August 4	3.0%	0%
August 5 - September 4	4.5%	0%
September 5 - October 4	6.0%	1.5%
October 5 - November 12	7.5%	3.0%

BOB KULA - SUPERVISOR

389 W. MAIN STREET HAINESVILLE IL 60073
E-MAIL: BKula@avonil.us
(847) 546-7480 Cell 847-875-5887

AVON TOWNSHIP HIGHWAY DEPARTMENT
BOARD REPORT FOR
May 6 – June 2, 2026

1. This past month I spoke/met with personnel as indicated for the following purposes:

a. Met with LCDOT Township Coordinator and Peter Baker regarding the upcoming resurfacing Townline Road from Fairfield to Bacon and Hart Road from Fairfield to village limits.

b. Spoke to NICOR about a sink hole from work they had previously completed.

c. Spoke with Pleasant Hill HOA about transporting sand to public boat ramps.

d. Spoke to Metronet regarding additional ROW permits and a sink hole they created at 34125 Harrison from work they previously completed.

e. Anthony and I attended the 2026 Lake-McHenry Ms4 Workshop "Effective Green Infrastructure" (Hosted by the Lake County Stormwater Management (SMC) Virtual.

f. At the May board meeting I had mentioned that I work with Ford PRO to extend our warranty on our 2022 F250. The particulars: COVERAGE CATEGORY: CCOMPPRM 0995 - USA 2026 USED 36/36,000 PREMCARE W/ROADSIDE, STANDARD DEDUCTIBLE:100 USD, OWNER NAME: Avon Township, EXPIRATION DATE:10/30/2028 OR DISTANCE:53496, RENTAL: 40 UP TO 10 DAYS, TOWING:0 USD, ESP CONTRACT START DATE: 10/30/2025.

g. I have been correcting code violations that were noted during the township center's annual building inspection from the Village of Round Lake Park.

2. Weather related response: None

3. The highway department cold patched roads as needed.

4. Municipal Separate Storm Sewer System (MS4) Maintenance: Cleaned grates and basins throughout township as needed.

5. Tree Maintenance: None

6. In-House repairs/preparations:

a. Changed front axle fluid on the loader.

b. Completed a tune-up the Ferris mower.

7. Equipment Repairs/Installations that required outsourcing: None

8. Avon Township Highway Department Right of Way Permit(s):

a. COMED on ROW of Brorson Ave for tree trimming and replace electrical equipment.
b. COMED on ROW at 24569 W Lake Shore Dr to replace existing pole.

9. We continue to mow the township center, cemetery and right of ways.

10. Other projects:

a. We picked up 2500 pounds of food from Grayslake Post Office and 1700 pounds from the Round Lake Post Office on May 11, 2026.
b. Completed ditching, seeding, and matting ahead of the scheduled resurfacing.
c. Placed larvicide tablets in our storm basins.
d. Transported 13 tons of sand from Lester's Material to the Pleasant Hill Subdivision's public boat ramp. Sand was paid for by the Pleasant Hill HOA.
e. We placed and retrieved American flags at Fort Hill Cemetery honoring Memorial Day.

11. Road project updates: NO NEW UPDATES

PROJECT	COST	BALANCE
Norelius Ave Improvements Board Approved: May 13, 2025	Engineering: $58,300 Const Admin Engineering: $71,300.00 Probable Construction Cost: $900,000.00 + or - $50,000 Testing Allowance: $7,000	$10,679.00 $71,300.00 **TBD – BID**
Nippersink Road Phase II Board Approved: February 10, 2026	Engineering: $391,765.00 (FYE 2027 - $200,000). (FYE 2028 - $191,265)	$387,475.00
Resurfacing Townline Road from Fairfield to Bacon Resurfacing Hart Road from Fairfield to Village limits Board Approved: February 10, 2026	Engineering: $17,112.00 Construction: $213,912.15 a/o: March 14, 2026	$17,112.00 $217,824.50

12. During the period May 6 – June 2, 2026, we responded to 37 phone calls, 18 in person visits and 59 emails. See below for specifics.

TYPE	CALLS	IN PERSON/WEBINAR	EMAIL
CEMETERY (FT HILL)		5	5
CONSTRUCTION	4		7
DRAINAGE/WATER			
ENGINEER	7	2	3
GRAYSLAKE (Village)			
HAINESVILLE (Village)			
HIGHLAND LAKE HOA	5		
LAKE COUNTY EMA			4
LAKE COUNTY	2		5
LAKE COUNTY SHERIFF			
MEETINGS/CONF/TNG		4	
PERMITS	6	2	9
PLEASANT HILL HOA			6
RESIDENT MISC	3		
THIRD LAKE (Village)			
TOWNSHIP CTR	3		7
TREE/BRUSH/LEAVES			
WEATHER RELATED			
OTHER	7	5	13
TOTAL	37	18	59

Bob Kula
Highway Department Supervisor

Reports: Trustee Henning

Presented Village of Round Lake Park

Building & Zoning Department

Inspection Report 5/7/27

Assessor's Office

Avon Township Offices

Avon Township - Food Pantry

Health Department

Trustee Henning made a request that reports like this one be presented to the board when they are first received.

Village of
Round Lake Park
Proud Past, Unlimited Future

BUILDING & ZONING DEPARTMENT
VILLAGE OF ROUND LAKE PARK

BUILDING PERMIT NO. 1

INSPECTION REPORT

SCHEDULED DATE:	SCHEDULED TIME:	LOCATION:
5-7-26		423 E. Washington

COPY

OWNER'S NAME:	PHONE:
Health Department	

INSPECTION TYPE:
☐ FOOTING ☐ FOUNDATION ☐ SLAB ☐ ROUGH INSPECTION
☐ ELECTRIC ☐ HVAC ☐ POOL ☐ FENCE ☐ FINAL INSPECTION
☐ PLUMBING ☐ PIERS/POST HOLE ☐ DRIVEWAY ☐ DECK/PATIO ☐ OCCUPANCY
☐ WATER SERVICE ☐ SEWER SERVICE ☐ OTHER ☐ INSULATION ☐ DRAIN TILE DAMP PROOF

Inspection: ☐ Approved ☐ Disapproved ☐ Reinspection required ☐ Reinspection fee

AN INSPECTION OF THE ABOVE PREMISES HAS DISCLOSED THE FOLLOWING VIOLATIONS:

ITEM NO.	FINDINGS AND/OR CORRECTIVE ACTION
Hallway -	Open penetrations in drywall By Exit + Above Rear door
Restroom	in hall - Water Temp (Hot 143°+ / Needs to be 120°
-	Loose wall Switch
-	Need to See in 01105 / MEO1107 / 01109 Rooms
01110 -	Loose outlet on Right
01111 -	Multi-Tap outlet Not allowed / Power Strips OK
01114 -	Bath Fan doesnot Function
01113 -	Loose outlets

NOTICE OF NONCOMPLIANCE *All the above violations shall be corrected within 30 days of this written notification, unless an extension of time is granted by the Building Inspector and noted above.*

ACKNOWLEDGEMENT:

I, _____ confirm that I understand the above. That the Building Inspector has fully explained the violations and the corrections that must be done upon the above premises to comply with the rules and regulations set forth in the Village of Round Lake Park Codes and Ordinances.

Michele Barron — 5/7/2026
Tenant - Owner - Authorized Agent — Date — Time

Eduk — 5-7-26
Building Inspector — Date — Time

CERTIFICATE OF OCCUPANCY

	PASS	FAILED
EXTERIOR		
DRIVEWAY	☐	☐
YARD AREA	☐	☐
GUTTERS	☐	☐
STOOPS & RAILING	☐	☐
SIDING	☐	☐
FLASH & CAULK	☐	☐
WINDOWS	☐	☐
ROOF	☐	☐
DECK (POOL)	☐	☐
GARAGE	☐	☐
INTERIOR		
FLOOR COVERING	☐	☐
WALLS & CEILING	☐	☐
DOORS & TRIM	☐	☐
STAIRS & RAILING	☐	☐
SMOKE DETECTORS/CO	☐	☐
ELECTRIC		
OUTLETS	☐	☐
G.F.I. OUTLETS	☐	☐
SERVICE	☐	☐
BREAKERS	☐	☐
FIXTURES	☐	☐
PLUMBING		
SEWER LINES	☐	☐
WATER LINES	☐	☐
FIXTURES	☐	☐
SUMP PUMP	☐	☐
HVAC		
A/C UNIT	☐	☐
FURNACE	☐	☐
DUCTS	☐	☐
H.W. HEATER	☐	☐

If there are any questions concerning this report call the BUILDING & ZONING DEPARTMENT 546-1513.

Village of
Round Lake Park
Proud Past, Unlimited Future

BUILDING & ZONING DEPA
VILLAGE OF ROUND LAK

BUILDING PERMIT N
2

INSPECTION REPORT

SCHEDULED DATE:	SCHEDULED TIME:	LOCATION:
5-7-26		433 E. Lake Shore

COPY

OWNER'S NAME:	PHONE:
Avon Township - Food pantry	

INSPECTION TYPE: ❑ FOOTING ❑ FOUNDATION ❑ SLAB ❑ ROUGH INSPECTION
❑ ELECTRIC ❑ HVAC ❑ POOL ❑ FENCE ❑ FINAL INSPECTION
❑ PLUMBING ❑ PIERS/POST HOLE ❑ DRIVEWAY ❑ DECK/PATIO ❑ OCCUPANCY
❑ WATER SERVICE ❑ SEWER SERVICE ❑ OTHER ❑ INSULATION ❑ DRAIN TILE DAMP PROOF

Inspection: ❑ Approved ❑ Disapproved ❑ Reinspection required ❑ Reinspection fee

AN INSPECTION OF THE ABOVE PREMISES HAS DISCLOSED THE FOLLOWING VIOLATIONS:

ITEM NO.	FINDINGS AND/OR CORRECTIVE ACTION
Hallway	- Exposed Electrical wires
Food Fridge ~~Fridge~~	- Blocked Pull Station
Fridge	- Blocked Pull Station
	- Extension Cord Powering Fridge
	- Electrical Panel Blocked
Garage	- Need Spring Containment on ~~fence~~ Roll door
	- Flamible Liquids Posted on door - See Fire Notes
Main Building	- Rear GFCI Doesn't Trip
	- Soffit on Rear Damaged
	- West side LB missing Screw
	- Front GFCI Doesn't Trip

NOTICE OF NONCOMPLIANCE *All the above violations shall be corrected within 30 days of this written notification, unless an extension of time is granted by the Building Inspector and noted above.*

ACKNOWLEDGEMENT:

I, _____ confirm that I understand the above. That the Building Inspector has fully explained the violations and the corrections that must be done upon the above premises to comply with the rules and regulations set forth in the Village of Round Lake Park Codes and Ordinances.

Michele Bauman 5/7/2026
Tenant - Owner - Authorized Agent Date Time

5-7-26
Building Inspector Date Time

CERTIFICATE OF OCCUPANCY

PASS FAILED

EXTERIOR
- ❑ ❑ DRIVEWAY
- ❑ ❑ YARD AREA
- ❑ ❑ GUTTERS
- ❑ ❑ STOOPS & RAILING
- ❑ ❑ SIDING
- ❑ ❑ FLASH & CAULK
- ❑ ❑ WINDOWS
- ❑ ❑ ROOF
- ❑ ❑ DECK (POOL)
- ❑ ❑ GARAGE

INTERIOR
- ❑ ❑ FLOOR COVERING
- ❑ ❑ WALLS & CEILING
- ❑ ❑ DOORS & TRIM
- ❑ ❑ STAIRS & RAILING
- ❑ ❑ SMOKE DETECTORS/CO

ELECTRIC
- ❑ ❑ OUTLETS
- ❑ ❑ G.F.I. OUTLETS
- ❑ ❑ SERVICE
- ❑ ❑ BREAKERS
- ❑ ❑ FIXTURES

PLUMBING
- ❑ ❑ SEWER LINES
- ❑ ❑ WATER LINES
- ❑ ❑ FIXTURES
- ❑ ❑ SUMP PUMP

HVAC
- ❑ ❑ A/C UNIT
- ❑ ❑ FURNACE
- ❑ ❑ DUCTS
- ❑ ❑ H.W. HEATER

If there are any questions concerning this report call the BUILDING & ZONING DEPARTMENT 546-1513.

(2)

Village of
Round Lake Park
Proud Past, Unlimited Future

BUILDING & ZONING DEPARTMENT
VILLAGE OF ROUND LAKE PARK

INSPECTION REPORT

BUILDING PERMIT NO. 3

SCHEDULED DATE:	SCHEDULED TIME:	LOCATION:
5/7/26		433 E. Washington

COPY

OWNERS NAME:	PHONE:
Avon Township	

INSPECTION TYPE: Business Inspection

Inspection: ☐ Approved ☐ Disapproved ☐ Reinspection required ☐ Reinspection fee

AN INSPECTION OF THE ABOVE PREMISES HAS DISCLOSED THE FOLLOWING VIOLATIONS:

ITEM NO.	FINDINGS AND/OR CORRECTIVE ACTION
Storage Rm	- Accumulation of Storage
Furnace Rm	- Combustibles in Storage / Too close to water heater
	- Missing Outlet Plate Cover by door
Storage Rm 2	- Storage of Supplies within 24" of Ceiling Not Permitted
Bathroom	- Openings in drywall under Sink (Accessions)
	Hot water temp @ Sink 132° - Needs to be 120°
Storage Rm 3	- Accumulation of Storage - No Access
Electrical Closet	- Must maintain Access to Electrical Panel (Remove All Articles)
Kitchenette	- Open Penetrations in drywall under Sink & Damaged Sprayer head
Main Office	- Power strip plugged into Another Power strip (has to plug in direct)
Rear Entry	- Exit Sign w/ Em Lighting Required at Back door
Community Rm	- Open penetrations in drywall under Sink
	~~No Source of Lighting~~
-	Open Knockout on Switch Box at Furnace
-	Combustibles up against water heater
-	Missing Ceiling tiles
Hall Storage	Blocked Path of Egress - See Fire dept Notes
	BEDS / BATH

NOTICE OF NONCOMPLIANCE *All the above violations shall be corrected within 30 days of this written notification, unless an extension of time is granted by the Building Inspector and noted above.*

ACKNOWLEDGMENT:

I, _____ confirm that I understand the above, that the Building Inspector has fully explained the violations and the corrections that must be done upon the above premises to comply with the rules and regulation set forth in the Village of Round Lake Park Code and Ordinances.

Michele Bauman — Tenant - Owner - Authorized Agent — 5/7/2026 — Date — Time

_____ — Building Inspector — 5/7/26 — Date — Time

If there are any questions concerning this report call the BUILDING & ZONING DEPARTMENT at 847-546-2790 or email bjaimes@rlpil.com. Please include address and Building Permit No.

(3)

Henning

Village of **Round Lake Park**
Proud Past, Unlimited Future

BUILDING & ZONING DEPARTMENT
VILLAGE OF ROUND LAKE PARK

BUILDING PERMIT NO. 4

INSPECTION REPORT

SCHEDULED DATE:	SCHEDULED TIME:	LOCATION:
5-7-26		427 E. Washington

OWNER'S NAME: Assessor's Office PHONE:

COPY

INSPECTION TYPE: ☐ FOOTING ☐ FOUNDATION ☐ SLAB ☐ ROUGH INSPECTION
☐ ELECTRIC ☐ HVAC ☐ POOL ☐ FENCE ☐ FINAL INSPECTION
☐ PLUMBING ☐ PIERS/POST HOLE ☐ DRIVEWAY ☐ DECK/PATIO ☐ OCCUPANCY
☐ WATER SERVICE ☐ SEWER SERVICE ☐ OTHER ☐ INSULATION ☐ DRAIN TILE DAMP PROOF

Inspection: ☐ Approved ☐ Disapproved ☐ Reinspection required ☐ Reinspection fee

AN INSPECTION OF THE ABOVE PREMISES HAS DISCLOSED THE FOLLOWING VIOLATIONS:

ITEM NO.	FINDINGS AND/OR CORRECTIVE ACTION
Kitchenette	~~Multiple Appliances Plugged Into Power Strip has to plug in directly to outlet~~
-	Open drywall Penetrations under Sink
-	old Microwave Cabnet Requires GFCI Protection
-	No Extension Cords
Front Desk	- Power Strip plugged into Power Strip
future	- Address Triffle outlets

NOTICE OF NONCOMPLIANCE *All the above violations shall be corrected within 30 days of this written notification, unless an extension of time is granted by the Building Inspector and noted above.*

ACKNOWLEDGEMENT:
I, Cynthia Brust confirm that I understand the above. That the Building Inspector has fully explained the violations and the corrections that must be done upon the above premises to comply with the rules and regulations set forth in the Village of Round Lake Park Codes and Ordinances.

Cynthia Brust 5/7/26
Tenant - Owner - Authorized Agent Date Time

Eduardo 5-7-26
Building Inspector Date Time

CERTIFICATE OF OCCUPANCY

	PASS	FAILED
EXTERIOR		
DRIVEWAY	☐	☐
YARD AREA	☐	☐
GUTTERS	☐	☐
STOOPS & RAILING	☐	☐
SIDING	☐	☐
FLASH & CAULK	☐	☐
WINDOWS	☐	☐
ROOF	☐	☐
DECK (POOL)	☐	☐
GARAGE	☐	☐
INTERIOR		
FLOOR COVERING	☐	☐
WALLS & CEILING	☐	☐
DOORS & TRIM	☐	☐
STAIRS & RAILING	☐	☐
SMOKE DETECTORS/CO	☐	☐
ELECTRIC		
OUTLETS	☐	☐
G.F.I. OUTLETS	☐	☐
SERVICE	☐	☐
BREAKERS	☐	☐
FIXTURES	☐	☐
PLUMBING		
SEWER LINES	☐	☐
WATER LINES	☐	☐
FIXTURES	☐	☐
SUMP PUMP	☐	☐
HVAC		
A/C UNIT	☐	☐
FURNACE	☐	☐
DUCTS	☐	☐
H.W. HEATER	☐	☐

If there are any questions concerning this report call the BUILDING & ZONING DEPARTMENT 546-1513.

AVON TOWNSHIP – REGULAR BOARD MEETING

MINUTE Notes

433 E Washington Street,
Round Lake Park,
Tuesday, May 5/12/2026, 6:30pm

Date: 5/12/2026

1) Call to order: (time) 6:30 pm

2) Pledge of Allegiance: Clerk Tracey Repa

3) Roll Call:

Supervisor Bauman - Aye

Trustee Arroyo - Aye

Trustee Nieder – Aye

Trustee Henning - Aye

Trustee Sloan - Aye

Additionally present: Assessor Brust, Clerk Repa, Bob Kula

Quorum established? Yes

4) Public Comment- Public Comment shall be limited to 3 minutes per speaker

None

5) Reports

A. Supervisor: Recording meetings now.
B. Clerk: In packet
C. Assessor: In packet
D. Highway Dept: In packet
E. Trustee Sloan: In packet.1) Requests a timeline for setting up budgets in the next go-around (when we start, when we review, when we finalize). 2) My vote is my voice and the only say we have for agenda items. Sometimes we don't have all the information, or we don't fully understand what is

being said at a meeting. We need more transparent communication. We have to represent the people.

Motion to accept the reports as presented:

Motion: Nieder Second: Henning

Trustee Arroyo - Abstain Trustee Sloan - Aye

Trustee Henning - Aye Supervisor Bauman - Aye

Trustee Nieder - Aye

Motion carries: Yes Motion denied:

6) Old Business: None

7) New Business

A. Approval of March 14, 2026, Township Board Meeting Minutes

Discussion: Bauman requests recordings of all meetings going forward be sent to Bianca ? Last name --- for posting to the public.
Repa: Can do.

Motion: Henning Second: Neider

Trustee Nieder – Aye Trustee Arroyo - Aye

Trustee Henning - Aye Supervisor Bauman - Aye

Trustee Sloan - Aye

Motion carries: Yes Motion denied:

B. Approval of May 4th, 2026, Committee of the Whole Meeting minutes

Motion: Henning Second: Arroyo

Trustee Sloan - Aye Trustee Nieder - Aye

Trustee Arroyo - Aye Supervisor Bauman - Aye

Trustee Henning - Aye

Motion carries: Yes Motion denied:

C. Approval of April 14th, 2026, Budget Hearing

Motion: Nieder Second: Sloan

Trustee Arroyo - Aye Trustee Henning - Aye

Trustee Nieder - Aye Supervisor Bauman- Aye

Trustee Sloan - Aye

Motion carries: Yes Motion denied:

D. Approval of Monthly Bills as Presented

1.Prepaid Bills

Discussion: Trustee Henning, Chat GPT questions

Motion: Henning Second: Nieder

Trustee Sloan - Aye Trustee Nieder – Aye

Trustee Arroyo - Aye Supervisor Bauman - Aye

Trustee Henning - Aye

Motion carries Prepaid Bills: Yes Motion denied: Yes

Motion carries Outstanding Bills: Yes Motion denied:

Discussion: Trustee Henning, Chat GPT questions

2. Outstanding Bills

Discussion on Nearmap Invoice: Contract discussion clarifying pricing

SEE the entire conversation at the end of this packet

Motion: Sloan Second: Arroyo

Trustee Nieder -Aye Trustee Arroyo - Aye

Trustee Henning - Aye Supervisor Bauman - Abstain

Trustee Sloan - Aye

Motion carries: Yes Motion denied:

E. <u>Presentation</u> from Brad Kuczynski on the Community Garden

- Edible landscaping bed has been planted
- Garden Club is doing a "Grow Along" (un-named seeds, planted then charted to watch what will end up growing
- Herb Spiral location determined
- Facebook fundraiser for the Garden Club raised $1000
- Home Depot has been helpful, a grant with them will assist in installing the spigot
- Home Depot will replace wood raised beds with metal beds

- The Audubon Society provided a matching grant for native landscaping
    - Question: Will we get a Paw Paw tree? Yes
    - Comment: Cheesecake Factory makes Paw Paw Cheesecake
    - Paw Paw Festival is an end goal

F. Discussion and Possible Action to Approve Purchase of Stainless Steel Dump Body For the 2019 F550

- aluminum bodies, will last forever

Motion: Arroyo Second: Sloan

Trustee Sloan - Aye Trustee Nieder - Aye

Trustee Henning - Aye Supervisor Bauman - Aye

Trustee Arroyo - Aye

Motion carries: Yes Motion denied:

G. Discussion and Possible Action on Landscaper's Contract/Bid for 2026
Discussion: Contract was explained and requests were made to table the discussion till COW

Motion: Arroyo Second: Sloan

H. Discussion Only on Back-to-School Event on July 11, 2026
Discussion:

- Amazon ordering has been a success
- Avon is partnering with State Representative Laura Beaver Diaz and State Senator Mary Edley Allen
- Goal is to give out 400 to 500 backpacks
- have to live in Avon Township
- multiple social services will be represented including a possible autism table

I. <u>Discussion</u> Only on Current and Future Use of the Township Garage
Discussion:

- Trustee Henning inquired why the car was not in the garage on the property.
- Supervisor Bauman explained that the garage has $50,000 dollars of flood mitigation equipment in it
- It is the Township garage

J. Resolution RS 2026-0512-001 to Transfer Previously Appropriated Funds within the Assessors Fund 12 (Pay for the Assessors car)

Motion: Arroyo	Second: Nieder
Trustee Sloan - Aye	Trustee Arroyo - Aye
Trustee Henning - Aye	Supervisor Bauman - Aye
Trustee Nieder - Aye	

8) Member's Remarks: Clerk Repa, commented that the flag for LGBTQ is continuous. The LGBTQ flag will be displayed for the month of June and then on the Juneteenth, (June 19th) for in perpetuity.

9) Executive Session: None

11) Adjournment: Arroyo and Henning

12) Time: 7:35 pm

Avon Township is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting of facilities, are asked to call the Township office prior to the meeting.

As Clerk, I have observed continued confusion regarding the Nearmap discussions. In the interest of clarity, I have taken the initiative to transcribe the full conversation from the April 14, 2026, meeting in its entirety. Please be advised that this falls outside the standard duties of the Clerk and should not be considered a precedent for future meetings. I trust this will adequately address the Board's needs.

Nearmap conversation:

Bauman: have you given it (the contract) to us?

Brust: I gave it to Anmarie.

Bauman: When?

Brust: Probably the beginning of the month.

Bauman: Because the $7000 would be great if we would be able to see it in the contract because I know that there was also an option of doing an extended four year that would have cost us $16,000 rather than $7000 a year. I thought it was that we were buying a program. For $7000, I had no idea that we were.

Brust: I gave it to Anmarie. It was $7000 each year.

Bauman: Did you let the board know that it was?

Brust: I didn't know I had to. I was using it for a tool for my job and that's why I included in the budget.

Bauman: If we were going to use it every year, it would have been better if we knew more about it. We bought 4 years would have cost us X amount of money instead of spending $7000 a year. I honestly had no idea. We were happy to give it to you because we knew it was gonna help your program and help you with Assessor's office. We agreed that (but) I had no idea that it was annually.

Brust: Oh, I gave her the contract.

Bauman: But when we talked about it at the board meeting for approval, right, we didn't, we did not know that we did not know was annual.

Brust: Oh, I didn't know that.

Sloan: Did we approve that separately?

Bauman: It was, it was part of the budget, part of the project.

Henning: It was part of her budget.

Bauman: I agreed to it thinking that it was we were buying a program, not that it was a $7000 and really where we could have discussed if there was a different plan that was never presented to us.

Brust: Oh, I didn't know that I had to do that.

Lawyer Mack: Can you - is there, is it cheaper if you do it in multiple years?

Brust: Yes, that's what I did in the four years plan.

Lawyer Mack: So, you did do a plan 4-year program?

Brust: Yes, that is why I did it in 4 years.

Bauman: So, if you did get the so if you did $16,000, but thing is I thought the board only approved that the $7,000?

Brust: Right, because it's for four years. Every year it's $7,000 and it was it got down got down from $15,000 a year.

Bauman: OK, so originally you told me it was $7000 for the-

Lawyer Mack: It sounds like that's what she found out after?

Brust: Yeah. First one was $15,00 that (correction) was $16,000 so then I got it down to -- because it's a governmental business, that's why I got it for $7000. So, I did get it down.

Bauman: For four years though?

Brust: Every four years. Yes.

Bauman: But could we have bought it for $16,000?

Brust: No, not for $16,000 every four years. So that is a year, every year for four years. We could have got it for or S16,500 thousand.

Bauman: OK. Can you start doing that for four years?

Brust: I got it for $7000 every year for four years. Because they wanted it for $16,500 -- and I got it down.

Bauman: So can you send the board? So, can you send the board the contract?

Brust: I'll have to get it from Anmarie (Finance). OK.

Bauman: Can you get that for us this week?

Brust: OK, if I can see her tomorrow and get it from her.

Bauman: Ok will you please? Because I'm not--

Brust: Ok I just said I will.

Brust: Because I just think, OK, thank you.

Repa, Clerk: Can I ask a question, so I have this clear? The way you have it set up, at the end of four years it will be $28,000?

Brust: Well, no, because then you will negotiate another price.

Repa: And you know at the end of four years we will spend $28,000 and then you will be negotiating a new price. We won't worry about (negotiating) a new price.

Brust: It all depends on your population, right?

Repa: Right. And if the yearly contract was $16,000, it would have been $64,000, (total) right?

Brust: Right-

Repa: That's all I want to know.

Bauman: So, I thought that was a deal - that if you did so many years, they were going to reduce the price.

Mack: That is the deal--

Brust: That is the deal.

Bauman: That is the deal?

Brust: That is the deal. It was based on $16,500 a year -- Every year -- I got it down to $7000.

Bauman: OK. So, you'll get us the contract, and we'll be able to see it. Thank you very much.

Brust: You're welcome.

Bauman: OK, so any other discussion? On the Nearmap? On outstanding bills? OK, Roll call.

Repa: Trustee Slone. Trustee Arroyo, Trustee Neider, Trustee Henning, Supervisor Bauman. OK, motion carries.

Board Information

For the June 9, 2026 Board Meeting

Financial Package Includes:

1. Income Statement for the period ended 03/01/26-02/28/27
2. Cash and Liability Balances by Fund as of 06/05/26
3. Documents that require **Board Approval/Acknowledgement 3.a.-3.b.**:
    a. Gross Payroll paid Year to date for FYE 03/01/26 paid through 06/05/26
    b. Prepaid Invoices since the prior meeting
    c. Aged Payables as of 06/04/26
4. a. Finance Report on Township/GA Funds
    b. Tracking of Grant Money Activity for the YTD FYE 02/28/27
    c. Avon Township Designated Food Pantry Donations for YTD FYE 02/28/27
    d. Avon Township Other Miscellaneous Income for YTD FYE0 2/28/27
    e. ONB Wealth Management Account Activity to date as of 04/30/26

Income Statement - Unaudited for Internal Use Only

March 1, 2026 - June 12, 2026 PY Budget approved 04/14/26 28.5% as of 06/04/26

	Town Fund Admin.	Cur. Month Actual	Year to Date Actual	Budget Total	Variance	YTD %
Revenue						
4-10-400	Property Tax	18.50	34,581.75	703,250	668,668	4.92
4-10-401	Replacement Tax	0.00	5,030.08	38,000	32,970	13.24
4-10-402	Interest and Dividend Inc	0.00	3,251.18	15,000	11,749	21.67
4-10-403	Rental Income	0.00	1,798.89	22,000	20,201	8.18
4-10-404	Misc. Income	0.00	1,615.00	0	(1,615)	0.00
	Total Revenue	**18.50**	**46,276.90**	**778,250**	**731,973**	**5.95**

	Town Fund	Cur. Month	Year to Date	Budget	Variance	YTD %
Personnel Svs						
5-10-501	Salaries-Officials	0.00	44,476.74	169,400	124,923	26.26
5-10-502	Salaries - Employees	(159.75)	5,215.14	18,400	13,185	28.34
5-10-503	Salaries Part-Time	57.61	9,671.24	95,177	85,506	10.16
5-10-504	FICA	79.62	5,272.64	28,000	22,727	18.83
5-10-505	IMRF	8.29	916.06	3,000	2,084	30.54
5-10-506	Health Ins	6,364.79	16,253.07	67,000	50,747	24.26
5-10-507	Dental and Vision Ins	422.98	1,183.75	5,000	3,816	23.68
5-10-508	Life Ins	111.55	125.94	800	674	15.74
5-10-509	Unemployment Ins	0.00	105.23	500	395	21.05
	Total Personnel Svs	**6,885.09**	**83,219.81**	**387,277**	**304,057**	**21.49**
Maintenance Svs						
5-10-510	Maint. Building	1,890.84	3,051.84	37,500	34,448	8.14
5-10-512	Maint. Equipment	579.28	1,639.39	15,000	13,361	10.93
5-10-514	Grounds/Landscaping	0.00	0.00	12,000	12,000	0.00
	Total Maint Svs	**2,470.12**	**4,691.23**	**64,500**	**59,809**	**7.27**
Professional Svs						
5-10-520	Contract/Accounting Svs	0.00	0.00	8,000	8,000	0.00
5-10-521	Legal Svs	5,408.75	26,994.25	36,000	9,006	74.98
5-10-522	Data Processing	268.10	2,064.30	26,000	23,936	7.94
5-10-523	Liability & Gen Ins	0.00	2,267.00	22,000	19,733	10.30
5-10-523W	Workers Comp Ins	2,010.00	2,010.00	10,000	7,990	20.10
5-10-524	Contingencies	0.00	0.00	60,000	60,000	0.00
5-10-526	Liability Ins Deductible	0.00	0.00	25,000	25,000	0.00
	Total Prof Svs	**7,686.85**	**33,335.55**	**187,000**	**153,664**	**17.83**
Communications						
5-10-530	Postage	0.00	0.00	500	500	0.00
5-10-532	Printing and Communicat	0.00	286.78	1,100	813	26.07
	Total Communication E	**0.00**	**286.78**	**1,600**	**1,313**	**17.92**
Professional Development						
5-10-540	Dues	1,342.12	2,122.12	3,500	1,378	60.63
5-10-541	Continuing Education	0.00	0.00	1,900	1,900	0.00
5-10-542	Subscriptions	0.00	0.00	1,400	1,400	0.00
5-10-543	Mileage & Tolls	0.00	0.00	1,000	1,000	0.00
5-10-544	Per Diem & Lodging	0.00	0.00	1,000	1,000	0.00
5-10-545	Conferences	0.00	0.00	1,000	1,000	0.00
	Total Prof Dev	**1,342.12**	**2,122.12**	**9,800**	**7,678**	**21.65**

Income Statement - Unaudited for Internal Use Only

March 1, 2026 - June 12, 2026 PY Budget approved 04/14/26 28.5% as of 06/04/26

Utilities						
5-10-550	Electric Town Ctr	979.38	2,433.24	10,500	8,067	23.17
5-10-551	Natural Gas Town Ctr	97.96	490.58	3,000	2,509	16.35
5-10-552	Water/Sewer Town	0.00	71.38	1,600	1,529	4.46
5-10-554	Telephone	411.17	1,496.72	6,300	4,803	23.76
	Total Utilities	**1,488.51**	**4,491.92**	**21,400**	**16,908**	**20.99**
General Svs						
5-10-560	Office Supplies	379.56	379.56	3,500	3,120	10.84
5-10-561	Operating Supplies	62.73	65.73	1,000	934	6.57
5-10-562	Misc	0.00	0.00	400	400	0.00
	Total General Svs	**442.29**	**445.29**	**4,900**	**4,455**	**9.09**
Capital Outlay						
5-10-580	Building	0.00	0.00	300,000	300,000	0.00
5-10-585	Grant Projects	0.00	0.00	10,000	10,000	0.00
	Total Capital Outlay	**0.00**	**0.00**	**310,000**	**310,000**	**0.00**
	Total T/F Admin	**20,314.98**	**128,592.70**	**986,477**	**857,884**	**13.04**

Income Statement - Unaudited for Internal Use Only

March 1, 2026 - June 12, 2026 PY Budget approved 04/14/26 28.5% as of 06/04/26

Town Fund Assessor		Cur. Month Actual	Year to Date Actual	Budget Total	Variance	YTD %
Personnel Services						
5-12-502	Salaries-Employee	0.00	44,749.98	240,000	195,250	18.65
5-12-504	FICA	0.00	3,377.59	18,360	14,982	18.40
5-12-505	IMRF	0.00	144.82	4,536	4,391	3.19
5-12-506	Health Ins	3,877.86	7,025.66	54,000	46,974	13.01
5-12-507	Dental and Vision Ins	0.00	(27.59)	5,729	5,757	(0.48)
5-12-508	Life Ins	121.18	(57.97)	700	758	(8.28)
5-12-509	Unemployment Ins	0.00	276.36	500	224	55.27
	Total Personnel Services	**3,999.04**	**55,488.85**	**323,825**	**268,336**	**17.14**
Maintenance Svs						
5-12-513	Vehicle Svs	0.00	1,195.00	4,164	2,969	28.70
	Total Maint Svs	**0.00**	**1,195.00**	**4,164**	**2,969**	**28.70**
Professional Svs						
5-12-520	Contract/Accounting Svs	0.00	0.00	3,340	3,340	0.00
5-12-522	Data Processing	75.00	2,503.75	5,150	2,646	48.62
	Total Prof Svs	**75.00**	**2,503.75**	**8,490**	**5,986**	**29.49**
Communications						
5-12-530	Postage	0.00	0.00	511	511	0.00
	Total Communications	**0.00**	**0.00**	**511**	**511**	**0.00**
Professional Development						
5-12-540	Dues	0.00	0.00	350	350	0.00
5-12-541	Continuing Education	410.00	460.00	2,000	1,540	23.00
5-12-543	Mileage	0.00	246.70	1,700	1,453	14.51
5-12-544	Per Diem & Lodging	0.00	621.31	3,700	3,079	16.79
5-12-545	Conferences & Conventio	0.00	0.00	100	100	0.00
	Total Prof Devel	**410.00**	**1,328.01**	**7,850**	**6,522**	**16.92**
Utilities						
5-12-554	Telephone- Land	180.25	721.00	2,625	1,904	27.47
	Total Utlities	**180.25**	**721.00**	**2,625**	**1,904**	**27.47**
General Services						
5-12-560	Office Supplies	477.68	724.75	2,900	2,175	24.99
5-12-561	Operating Supplies	74.81	74.81	440	365	17.00
5-12-562	Misc	0.00	7,000.00	7,000	0	100.00
	Total Services	**552.49**	**7,799.56**	**10,340**	**2,540**	**75.43**
Capital Outlay						
5-12-583	Vehicles	0.00	29,173.63	29,174	0	100.00
	Total Capital Outlay	**0.00**	**29,173.63**	**29,174**	**0**	**100.00**
	Total T/F Assessor	**5,216.78**	**98,209.80**	**386,979**	**288,769**	**25.38**

Income Statement - Unaudited for Internal Use Only

March 1, 2026 - June 12, 2026 PY Budget approved 04/14/26 28.5% as of 06/04/26

	Supervisor & GA	Cur. Month Actual	Year to Date Actual	Budget Total	Variance	YTD %
Revenue						
4-20-400	Property Tax	4.62	6,385.69	133,650	127,264	4.78
4-20-402	Interest and Dividend Inc	0.00	526.94	3,500	2,973	15.06
4-20-404	Misc. Income	0.00	120.00	0	(120)	0.00
	Total Revenue	**4.62**	**7,032.63**	**137,150**	**130,117**	**5.13**
Personnel Services						
5-20-502	Salaries - Employees	634.22	21,143.59	85,000	63,856	24.87
5-20-504	FICA	2.74	1,032.02	5,000	3,968	20.64
5-20-505	IMRF	0.68	254.96	2,000	1,745	12.75
5-20-506	Health Ins	1,494.27	4,482.81	16,000	11,517	28.02
5-20-507	Dental and Vision Ins	159.14	477.42	2,000	1,523	23.87
5-20-508	Life Ins	14.03	42.09	200	158	21.05
5-20-509	Unemployment Ins	0.00	40.39	200	160	20.20
	Total Personnel Services	**2,305.08**	**27,473.28**	**110,400**	**82,927**	**24.89**
Maintenance Services						
5-20-512	Maint. Equipment	0.00	0.00	2,500	2,500	0.00
	Total Maint Svs	**0.00**	**0.00**	**2,500**	**2,500**	**0.00**
Professional Services						
5-20-522	Data Processing	0.00	0.00	3,000	3,000	0.00
5-20-524	Contingencies	0.00	0.00	5,000	5,000	0.00
	Total Professional Svs	**0.00**	**0.00**	**8,000**	**8,000**	**0.00**
Professional Development						
5-20-540	Dues	0.00	750.00	1,300	550	57.69
5-20-541	Continuing Education	8.96	278.42	750	472	37.12
5-20-543	Mileage	0.00	0.00	200	200	0.00
	Total Professional Dev	**8.96**	**1,028.42**	**2,250**	**1,222**	**45.71**
Communications						
5-20-530	Postage	0.00	0.00	225	225	0.00
5-20-532	Printing/Communication	20.00	176.59	3,000	2,823	5.89
	Total Communications	**20.00**	**176.59**	**3,225**	**3,048**	**5.48**
Utilities						
5-20-550	Electric	109.00	270.54	1,500	1,229	18.04
5-20-551	Natural Gas	11.00	54.65	400	345	13.66
5-20-552	Water/Sewer	0.00	7.90	300	292	2.63
	Total Utilities	**120.00**	**333.09**	**2,200**	**1,867**	**15.14**
Discretionary						
5-20-570	Youth Services	0.00	433.75	4,000	3,566	10.84
5-20-570E	Essentials Program	1,227.00	3,177.00	13,500	10,323	23.53
5-20-570L	Lending Closet Program	0.00	0.00	500	500	0.00
5-20-571	Senior Svs	0.00	0.00	1,500	1,500	0.00
5-20-572	Outreach	0.00	1,121.45	4,000	2,879	28.04
5-20-573	Health Services	0.00	0.00	1,000	1,000	0.00
5-20-574	Misc	19.52	81.50	1,500	1,419	5.43
	Total Discretionary	**1,246.52**	**4,813.70**	**26,000**	**21,186**	**18.51**
Emergency Assistance/General Assistance						
5-20-591	Pharmaceuticals	0.00	0.00	250	250	0.00
5-20-593	Transportation & Fuel	0.00	0.00	1,000	1,000	0.00
5-20-594	Client Utilities	0.00	750.00	18,750	18,000	4.00
5-20-595	Shelter	0.00	3,000.00	18,750	15,750	16.00
5-20-596	Funerals	0.00	0.00	1,500	1,500	0.00

Income Statement - Unaudited for Internal Use Only

March 1, 2026 - June 12, 2026 PY Budget approved 04/14/26 28.5% as of 06/04/26

5-20-597	Social Service Contracts	0.00	0.00	5,000	5,000	0.00
5-20-598	Misc	0.00	0.00	700	700	0.00
5-20-599	Client Education/Training	0.00	0.00	750	750	0.00
	Total EA/GA	**0.00**	**3,750.00**	**46,700**	**42,950**	**8.03**
Capital Outlay						
5-20-563	Transfer to Community S	0.00	26,583.05	40,000	13,417	66.46
	Total Capital Outlay	**0.00**	**26,583.05**	**40,000**	**13,417**	**66.46**
	Total General Assistanc	**3,700.56**	**64,158.13**	**241,275**	**177,117**	**26.59**

Income Statement - Unaudited for Internal Use Only

March 1, 2026 - June 12, 2026 PY Budget approved 04/14/26 28.5% as of 06/04/26

	Road & Bridge	Cur. Month Actual	Year to Date Actual	Budget Total	Variance	YTD %
Revenue						
4-40-400	Property Tax	1.21	2,824.92	49,100	46,275	5.75
4-40-401	Replacement Tax	0.00	9,609.25	29,000	19,391	33.14
4-40-402	Interest and Dividend Inc	0.00	485.01	2,500	2,015	19.40
4-40-405	Misc Grants	0.00	3,472.00	3,472	0	100.00
4-40-407	Contractual Work - Villag	0.00	5,430.16	10,000	4,570	54.30
	Total Revenue	**1.21**	**21,821.34**	**94,072**	**72,251**	**23.20**
Maintanence Svs						
5-40-510	Maintenance Bldg	223.25	480.00	21,150	20,670	2.27
5-40-512	Maint. Equipment	398.71	7,654.42	37,000	29,346	20.69
5-40-515	Mosquito Abatement	0.00	0.00	8,100	8,100	0.00
	Total Maint. Expenses	**621.96**	**8,134.42**	**66,250**	**58,116**	**12.28**
Professional Services						
5-40-521	Legal Svs	0.00	0.00	1,500	1,500	0.00
5-40-523	Liability & Gen. Insuranc	0.00	0.00	30,000	30,000	0.00
5-40-524	Contingencies	0.00	0.00	1,000	1,000	0.00
5-40-528	Drug & Alcohol Testing	0.00	0.00	500	500	0.00
	Total Professional Svs	**0.00**	**0.00**	**33,000**	**33,000**	**0.00**
Communications						
5-40-530	Postage	0.00	50.60	500	449	10.12
5-40-531	Publishing	0.00	184.00	500	316	36.80
5-40-532	Printing	0.00	0.00	100	100	0.00
	Total Communications	**0.00**	**234.60**	**1,100**	**865**	**21.33**
Professional Development						
5-40-540	Dues	0.00	150.00	600	450	25.00
5-40-541	Continuing Education	0.00	62.50	500	438	12.50
5-40-544	Per Diem & Lodging	0.00	0.00	250	250	0.00
5-40-545	Conferences & Conventio	0.00	0.00	250	250	0.00
	Total Professional Devel	**0.00**	**212.50**	**1,600**	**1,388**	**13.28**
General						
5-40-560	Office Supplies	0.00	414.23	1,500	1,086	27.62
5-40-561	Operating Supplies	220.09	987.65	5,000	4,012	19.75
5-40-562	Misc	0.00	0.00	500	500	0.00
5-40-563	Replacement Tax Disburs	0.00	0.00	11,000	11,000	0.00
	Total General	**220.09**	**1,401.88**	**18,000**	**16,598**	**7.79**
Capital Outlay						
	Total Capital Outlay	**0.00**	**0.00**	**0**	**0**	**0.00**
	Total Road & Bridge	**842.05**	**9,983.40**	**119,950**	**109,967**	**8.32**

Income Statement - Unaudited for Internal Use Only

March 1, 2026 - June 12, 2026 PY Budget approved 04/14/26 28.5% as of 06/04/26

	Perm. Hard Road	Cur. Month Actual	Year to Date Actual	Budget Total	Variance	YTD %
Revenue						
4-50-400	Property Tax	23.43	50,662.68	1,040,100	989,437	4.87
4-50-402	Interest and Dividend Inc	0.00	7,662.54	20,000	12,337	38.31
4-50-404	Misc. Income	0.00	1,139.00	500	(639)	227.80
4-50-407	Contractual Work - Villag	0.00	9,459.10	17,000	7,541	55.64
	Total Revenue	**23.43**	**68,923.32**	**1,077,600**	**1,008,677**	**6.40**
Personnel Services						
5-50-502	Salaries - Employees	0.00	75,161.20	299,000	223,839	25.14
5-50-503	Salaries- Part Time	544.55	14,557.04	53,000	38,443	27.47
5-50-504	FICA	0.00	5,993.53	25,510	19,516	23.49
5-50-505	IMRF	0.00	1,604.35	6,312	4,708	25.42
5-50-506	Health Ins.	9,089.83	17,386.01	73,000	55,614	23.82
5-50-507	Dental and Vision Ins	419.85	1,398.86	6,600	5,201	21.19
5-50-508	Life Ins	102.77	67.30	1,000	933	6.73
5-50-509	Unemployment Ins.	0.00	122.45	600	478	20.41
	Total Personnel Services	**10,157.00**	**116,290.74**	**465,022**	**348,731**	**25.01**
Maintenance Svs						
5-50-516	Automotive Fuel & Oil	1,287.83	4,038.54	18,000	13,961	22.44
5-50-517	Road Salt/De-Icing	0.00	6,556.69	75,000	68,443	8.74
5-50-518	Rentals	0.00	131.10	2,000	1,869	6.56
5-50-519	Uniforms	0.00	309.81	1,000	690	30.98
	Total Maint. Svs	**1,287.83**	**11,036.14**	**96,000**	**84,964**	**11.50**
Professional Svs						
5-50-523W	Workers Comp Ins	6,031.00	6,031.00	26,000	19,969	23.20
5-50-524	Contingencies	0.00	0.00	5,000	5,000	0.00
5-50-527	Tree Maintenance & Repl	0.00	5,900.00	15,000	9,100	39.33
5-50-528	Engineering Services	1,870.00	9,479.25	290,000	280,521	3.27
5-50-529	MS4	0.00	1,520.00	8,600	7,080	17.67
	Total Prof Svs	**7,901.00**	**22,930.25**	**344,600**	**321,670**	**6.65**
Services						
5-50-550	Electric Highway Bldg	255.78	1,168.02	3,000	1,832	38.93
5-50-551	Natural Gas Highway Bld	101.93	590.89	3,500	2,909	16.88
5-50-552	Water/Sewer Highway Bl	0.00	104.09	1,000	896	10.41
5-50-553	Disposal Services	0.00	592.50	3,000	2,408	19.75
5-50-555	Telephone - Field	115.79	459.83	1,500	1,040	30.66
5-50-557	Street Lights	1,937.78	7,432.51	25,000	17,567	29.73
	Total Services	**2,411.28**	**10,347.84**	**37,000**	**26,652**	**27.97**
General						
5-50-562	Misc.	0.00	0.00	2,500	2,500	0.00
	Total General	**0.00**	**0.00**	**2,500**	**2,500**	**0.00**
Capital Outlay						
5-50-584	Projects, Equipment Hard	239.60	2,315.80	1,167,500	1,165,184	0.20
	Total Cap Outlay	**239.60**	**2,315.80**	**1,167,500**	**1,165,184**	**0.20**
	Total Perm. Hard Road	**21,996.71**	**162,920.77**	**2,112,622**	**1,949,701**	**7.71**

Income Statement - Unaudited for Internal Use Only

March 1, 2026 - June 12, 2026 PY Budget approved 04/14/26 28.5% as of 06/04/26

	Supervisor/Community Support	Cur. Month Actual	Year to Date Actual	Budget Total	Variance	YTD %
Revenue						
4-30-404	Misc. Donations	0.00	10,454.00	15,000	4,546	69.69
4-30-405	Misc Grants	0.00	0.00	25,000	25,000	0.00
4-30-410	Transfer in from GA Fun	0.00	26,583.05	40,000	13,417	66.46
	Total Revenue	**0.00**	**37,037.05**	**80,000**	**42,963**	**46.30**
General Services						
5-30-540	Food For Pantry	0.00	0.00	25,000	25,000	0.00
5-30-561	Operating Supplies/Expe	129.23	915.84	15,000	14,084	6.11
	Total General	**129.23**	**915.84**	**40,000**	**39,084**	**2.29**
Capital Outlay						
5-30-585	Grant Projects	0.00	0.00	25,000	25,000	0.00
	Total Cap Outlay	**0.00**	**0.00**	**25,000**	**25,000**	**0.00**
	Total Supervisor/Comm	**129.23**	**915.84**	**65,000**	**64,084**	**1.41**

Avon Township
Cash and Liability Balances
As of June 5, 2026

A/C #	Maturity Date	Balance		Comments	Reconciled Through Date Noted	Fund Cash Balances 10/12	20	30	40	50
Bank Account Balances										
Disbursing Acct.	-	24,792.65			4/30/2026	24,792.65				
Money Market - TF	-	590,768.37			4/30/2026	590,768.37				
CD ONB 99659128	6/8/2026	190,948.29			4/30/2026	190,948.29				
ONB Wealth Management	-	84,016.04			4/30/2026	84,016.04				
Money Market - GA	-	253,892.31			4/30/2026		253,892.31			
Pantry Funds	-	-			4/30/2026	-	-			
ONB Wealth Management	-	84,035.94			4/30/2026		84,035.94			
Pantry Funds	-	28,687.20			5/1/2026			28,687.20		
Community Support	-	4,935.02			5/2/2026			4,935.02		
Money Market - RB	-	217,100.48			5/3/2026				217,100.48	
ONB Wealth Management	-	33,733.17			4/30/2026				33,733.17	
Money Market - PHR	-	1,368,655.49			4/30/2026					1,368,655.49
CD ONB 102105505	6/24/2026	213,125.28			4/30/2026					213,125.28
CD ONB 102105508	6/24/2026	213,221.08			4/30/2026					213,221.08
CD ONB 99659139	6/8/2026	67,035.04			4/30/2026					67,035.04
ONB Wealth Management	-	33,733.18			4/30/2026					33,733.18
Total Bank Balances			$	3,408,679.54		$ 890,525.35	$ 337,928.25	$ 33,622.22	$ 250,833.65	$ 1,895,770.07
Due From Funds		352.55				352.55				
Due to Town		(243.35)					(243.35)			
Due From Funds		-						-		
Due to Town		(109.20)								(109.20)
Total Due To/From				-						
Total Current Assets			$	3,408,679.54		$ 890,877.90	$ 337,684.90	$ 33,622.22	$ 250,833.65	$ 1,895,660.87
Beg Fund Balance - **Unaudited Feb 2026 Balances**				3,659,426.52		1,053,389.18	390,065.07	-	238,153.66	1,977,818.61
Revenue	As of 06/05/26			181,091.24 x		46,276.90	7,032.63	37,037.05	21,821.34	68,923.32
Expenses	As of 06/05/26			464,780.64 x		226,802.50	64,158.13	915.84	9,983.40	162,920.77
End Fund Balance				3,375,737.12		872,863.58	332,939.57	36,121.21	249,991.60	1,883,821.16
Difference - OS Liabilities/Unfunded Aged Payables				32,942.42		18,014.32	4,745.33	(2,498.99)	842.05	11,839.71
Breakdown by bank:										
Old Nationa Bank - Money Market Accounts		2,488,831.52	73.0%			615,561.02	253,892.31	33,622.22	217,100.48	1,368,655.49
Old National Bank - CDs		684,329.69	20.1%			190,948.29	-	-	-	493,381.40
Old National Bank - Wealth Management Accounts		235,518.33	6.9%			84,016.04	84,035.94	-	33,733.17	33,733.18
OS Other Assets/Liabilities		-				-	-		-	0.00
Other Assets/Liabilities:										
Payroll WH - Federal		-				-				
IL- Unemployment		323.71				323.71				
Payroll WH - Illinois		-				-				
IMRF		5,080.16				5,080.16				
FSA Plan WH		-				-				
AFLAC		-				-				
One National Bank CC		-				-				
Bond Security Deposit		2,500.00								2,500.00
As of 06/05/26		7,903.87				5,403.87	-	-	-	2,500.00
Difference		25,038.55				12,610.45	4,745.33	(2,498.99)	842.05	9,339.71
Aged Payables - Per Finance Packet Item# 3.c.		28,014.10				13,807.63	1,395.48	129.23	842.05	11,839.71
Unreconciled Difference -		(2,975.55)				(1,197.18)	3,349.85	(2,628.22)	0.00	(2,500.00)

Differences by fund will resolve in subsequent month once funded

Avon Township
2026-2027 Gross Payroll By Month
Fiscal Year March 1, 2026-February 28, 2027

6/1/2026

Number of Pay Periods				Current	Actual 2	Actual 2	Actual 3	Actual	Actual	Actual	Actual	7	YTD Breakdown by Fund			
	Current Title	Date of Hire	Type	Pay	March	April	May	June	July	Aug	Sep	Total	10	12	20	50
Anmarie Andresen	Finance Director	2/3/2020	Hourly - PT	60.64	4,999.42	3,802.85	5,100.43					13,902.70	9,613.63			4,289.07
Bianca Arroyo	Supervisor Assistant/FOIA Officer	7/28/2025	Hourly	25.00	3,315.62	3,583.47	5,530.50					12,429.59	5,374.89		7,054.70	
Michele Bauman	Township Supervisor - Elected Official	5/15/2017	Salary	62,328	4,654.84	4,654.84	7,017.17					16,326.85	16,326.85			
Cynthia Brust	Township Assessor - Elected Official	1/4/2010	Salary	71,585	5,506.54	5,506.54	8,259.81					19,272.89	19,272.89	-		
Ricardo Farias	Equipment Operator - Highway	11/??/2014	Hourly	30.84	4,944.16	5,033.12	7,656.03					17,633.31				17,633.31
David Arroyo	Trustee - Elected Official	5/19/2025	Monthly Stipend	276.00	318.00	268.00	318.00					904.00	904.00			
Ashley Grieman	Field Inspector	3/16/2026	Salary	45,000	-	3,461.54	5,192.31					8,653.85		8,653.85		
Robert D. Kula	Highway Director	2/??/1984	Salary	83,263	6,389.44	6,678.14	9,937.51					23,005.09				23,005.09
LizBeth Henning	Trustee - Elected Official	5/19/2025	Monthly Stipend	276.00	318.00	268.00	318.00					904.00	904.00			
Isaac D. Martinez	Caseworker/Facility	11/19/2018	Hourly	28.00	3,719.19	3,918.76	5,816.72					13,454.67			13,454.67	
Suzanne Ogden	Office Administrator Highway	9/??/2008	Hourly - PT	30.39	2,659.02	2,688.24	4,376.16					9,723.42				9,723.42
Rebecca Nelder	Trustee - Elected Official	5/19/2025	Monthly Stipend	276.00	318.00	268.00	318.00					904.00	904.00			
Myrna Roldan	Deputy Assessor	5/12/2025	Salary	57,000	3,615.38	4,384.62	6,576.93					14,576.93		14,576.93		
Tracey Repa	Township Clerk - Elected Official	5/19/2025	Salary	20,085	1,500.00	1,500.00	2,261.00					5,261.00	5,261.00			
Patricia Sloan	Trustee - Elected Official	12/12/2023	Monthly Stipend	276.00	318.00	268.00	318.00					904.00	904.00			
Maria Sotelo	Administrative Asst Assessor	3/30/2026	Salary	45,000	-	1,730.77	5,192.31					6,923.08		6,923.08		
Danny E Suchowski	Equipment Operator - Highway	11/18/2024	Hourly	29.85	4,635.05	4,828.78	7,410.29					16,874.12				16,874.12
Anthony R. Vallango	Equipment Operator - Highway	8/2/2013	Hourly	31.27	4,969.09	5,104.42	7,575.17					17,648.68				17,648.68
Samuel Yingling	Deputy Assessor	2/17/2026	Salary	55,000	4,019.22	4,230.76	6,346.14					14,596.12		14,596.12		
Totals					56,198.97	62,178.85	95,520.48	-	-	-	-	213,898.30	59,465.26	44,749.98	20,509.37	89,173.69
Per Payroll Register					56,198.97	62,178.85	95,520.48	-	-	-	-	213,898.30				
Check = 0					-	-	-	-	-	-	-	-				
Elected Officials Only					12,933.38	12,733.38	18,809.98	-	-	-	-	44,476.74	44,476.74	-	-	-
All Other					43,265.59	49,445.47	76,710.50	-	-	-	-	169,421.56	14,988.52	44,749.98	20,509.37	89,173.69

**Note unpaid trustee stripend since June as trustee has not complete his payroll paperwork

PT	9,613.63	-	-	14,012.49
FT	49,851.63	44,749.98	20,509.37	75,161.20
Check = 0	-	(0.00)	-	-

Payroll Presented for Approval at the Board Meetings Monthly - YTD Amounts tie to the Income Statements for each Fund

Avon Township
Prepaid Disbursements
For the Period From May 9, 2026 to Jun 5, 2026

Date	Check #	Account ID	Name	Line Description	Dr/(Cr) Amount		Total
	Liabilities:						
5/19/26	EFT051526	2-10-200	Treasury Department	Payroll WH .. Federal	7,252.04		
6/2/26	EFT052926	2-10-200	Treasury Department	Payroll WH .. Federal	7,085.41		
6/5/26	EFT060326	2-10-200	Treasury Department	Payroll WH .. Federal	299.72		
5/19/26	EDI051526	2-10-202	Illinois Department of Revenue	Payroll WH .. Illinois	1,575.66		
6/2/26	EDI060226	2-10-202	Illinois Department of Revenue	Payroll WH .. Illinois	1,564.56		
6/5/26	EDI060326	2-10-202	Illinois Department of Revenue	Payroll WH .. Illinois	46.17		
5/15/26	Debit051526	2-10-203	Illinois Municipal Retirement Fund	Invoice: 5326761-H1R9	3,699.41		
6/1/26	Debit060126-1	2-10-206	AFLAC	Invoice: 882930	165.12		
6/1/26	Debit060126-1	2-10-206	AFLAC	Invoice: 882930	72.72		
6/3/26	27679	2-10-503	Shindler & Joyce Attorney for Plaintiff	Garnishment W/H	314.05	$	**22,074.86**
	Township Corporate:						
5/15/26	Debit051526	5-10-505	Illinois Municipal Retirement Fund	Invoice: 5326761-H1R9	0.01		
6/1/26	Debit060126-2	5-10-506	Blue Cross and Blue Shield of Illinois	Invoice: June 2026	6,364.79		
6/1/26	ACH060126	5-10-507	Delta Dental of Illinois - Risk	Invoice: 2039915	422.98		
6/1/26	Debit060126-3	5-10-508	Principal Life Insurance Company	Invoice: June 2026	122.73		
6/3/26	ACH060526	5-10-510	Mars Cleaning Service Inc	Invoice: 67262	420.00		
6/3/26	ACH060526	5-10-510	Mars Cleaning Service Inc	Invoice: 67262	420.00		
5/21/26	Debit052126	5-10-522	Solus LLC	Invoice: PAS-58709	420.00	$	**8,170.51**
	Assessor's Division:						
6/1/26	Debit060126-2	5-12-506	Blue Cross and Blue Shield of Illinois	Invoice: June 2026	3,877.86		
6/1/26	Debit060126-3	5-12-508	Principal Life Insurance Company	Invoice: June 2026	121.18		
5/21/26	Debit052126	5-12-522	Solus LLC	Invoice: PAS-58708	310.00	$	**4,309.04**
	Supervisor/GA:						
6/1/26	Debit060126-2	5-20-506	Blue Cross and Blue Shield of Illinois	Invoice: June 2026	1,494.27		
6/1/26	ACH060126	5-20-507	Delta Dental of Illinois - Risk	Invoice: 2039915	159.14		
6/1/26	Debit060126-3	5-20-508	Principal Life Insurance Company	Invoice: June 2026	14.03	$	**1,667.44**
	Supervisor/Community Support:						
	Highway:						
6/1/26	Debit060126-2	5-50-506	Blue Cross and Blue Shield of Illinois	Invoice: June 2026	9,089.83		
6/1/26	ACH060126	5-50-507	Delta Dental of Illinois - Risk	Invoice: 2039915	419.85		
6/1/26	Debit060126-3	5-50-508	Principal Life Insurance Company	Invoice: June 2026	102.77	$	**9,612.45**
	Total				**$ 45,834.30**	$	**45,834.30**

Presented for Approval at the June 9, 2026 Board Meeting

Avon Township
Aged Payables for Approval
As of 06/04/26

Date	Check #	Account ID	Name	Line Description	Dr/(Cr) Amount		Total	Description
	Township Corporate:							
6/10/26	27680	5-10-510	Amazon Capital Services	Invoice: 1LFF3HMX46Q4	19.60			Repairs resulting from Fire Marshall Inspection
6/10/26	27680	5-10-510	Amazon Capital Services	Invoice: 1LFF3HMX46Q4	192.89			Repairs resulting from Fire Marshall Inspection
6/12/26	ACH061226-1	5-10-510	Ace Hardware	Invoice: Clsg 052526	48.98			Repairs resulting from Fire Marshall Inspection
6/12/26	ACH061226-9	5-10-510	Mars Cleaning Service Inc	Invoice: 67365	420.00			Cleaning Service week of 5/18/26
6/12/26	ACH061226-9	5-10-510	Mars Cleaning Service Inc	Invoice: 67365	280.00			Cleaning Service week of 5/25/26
6/17/26	ONB052426-13	5-10-510	WalMart	Invoice: ONB052426-3	44.94			Garage Bags
6/17/26	ONB052426-5	5-10-510	Gordon Electric Supply Inc.	Invoice: S3186245	44.43			Repairs resulting from Fire Marshall Inspection
6/12/26	ACH061226-7	5-10-512	Imagetec LP	Invoice: INV7256	579.28			Copier Lease Payment
6/12/26	ACH061226-3	5-10-521	Law Offices of Ancel Glink, P.C.	Invoice: 118889	5,276.25			Legal Services through April 2026 - Township
6/12/26	ACH061226-3	5-10-521	Law Offices of Ancel Glink, P.C.	Invoice: 118889	132.50			Legal Services through April 2026 - Assessor's
6/8/26	Debit060826	5-10-522	Solus LLC	Invoice: SOLUS58869	101.25			Monthly IT Support
6/12/26	ACH061226-4	5-10-522	COMCAST CABLE	Invoice: 052926-062826	166.85			Monthly Service
6/12/26	ACH061226-8	5-10-523WC	Illinois Public Risk Fund	Invoice: 100975	2,010.00			Worker's Comp Qtrly Premium
6/30/26	27685	5-10-540	Township Officials of Illinois	Invoice: Dues 2026-27	1,342.12			Annual Dues 2026-27
6/12/26	Debit061226-3	5-10-550	COMED	Invoice: 4616120100 May26	979.38			Montly Service
6/12/26	Debit061226-5	5-10-551	NICOR	Invoice: 79054810001 May26	97.96			Montly Service
6/12/26	ACH061226-2	5-10-554	Allied Tele-Com Inc	Invoice: 3650368	263.22			Montly Service
6/12/26	ACH061226-4	5-10-554	COMCAST CABLE	Invoice: 052926-062826	137.95			Montly Service
6/12/26	ACH061226-4	5-10-554	COMCAST CABLE	Invoice: 052926-062826	10.00			Montly Service
6/12/26	ACH061226-11	5-10-560	Office Plus of Lake County	Invoice: 6155431-0	257.29			Purchase of New Vacuum
6/17/26	ONB052426-1	5-10-560	Amazon Capital Services	Invoice: ONB052426-5	73.38			Supplies for Clerk
6/17/26	ONB052426-1	5-10-560	Amazon Capital Services	Invoice: ONB052426-6	48.89			Supplies for Clerk
6/17/26	ONB052426-1	5-10-561	Amazon Capital Services	Invoice: ONB052426-4	62.73	$	**12,589.89**	Microphone and Tripod for use at Board Meetings
	Assessor's Division:							
6/17/26	ONB052426-8	5-12-522	MSFT	Invoice: ONB052426	75.00			Montly Service
6/12/26	ACH061226-10	5-12-541	Sam Yingling	Invoice: Reimb	410.00			CE Expense for 6/24/26 for Valuation of Farm Buildings
6/12/26	ACH061226-2	5-12-554	Allied Tele-Com Inc	Invoice: 3650368	180.25			Montly Service
6/17/26	ONB052426-1	5-12-560	Amazon Capital Services	Invoice: ONB052426-2	213.00			Ink Cartridge
6/17/26	ONB052426-1	5-12-560	Amazon Capital Services	Invoice: ONB052426-3	239.99			Ink Cartridge
6/17/26	ONB052426-13	5-12-560	WalMart	Invoice: ONB052426	24.69			Supplies
6/17/26	ONB052426-1	5-12-561	Amazon Capital Services	Invoice: ONB052426	74.81	$	**1,217.74**	Digital Camera and Case
	Supervisor/GA:							
6/17/26	ONB052426-2	5-20-532	Open AI*ChatGPT	Invoice: ONB052426	20.00			Montly Service
6/17/26	ONB052426-11	5-20-541	Par*A*Dice Hotel-Casino	Invoice: ONB052426	(122.08)			Hotel Credit for deposit billing
6/17/26	ONB052426-11	5-20-541	Par*A*Dice Hotel-Casino	Invoice: ONB052426-1	131.04			Hotel Expense for Caseworker CE
6/12/26	Debit061226-3	5-20-550	COMED	Invoice: 4616120100 May26	109.00			Montly Service
6/12/26	Debit061226-5	5-20-551	NICOR	Invoice: 79054810001 May26	11.00			Montly Service
6/17/26	ONB052426-3	5-20-570E	Dollar Store	Invoice: ONB052426	1,227.00			Essentials Programe purchase
6/17/26	ONB052426-10	5-20-574	Office Max	Invoice: ONB052426	19.52	$	**1,395.48**	Key Rings for Volunteer Appreciation
	Supervisor/Community Support:							
6/10/26	27683	5-30-561	LRS Waste Managment Company	Invoice: NI11369160	55.00			Disposal Garbage
6/17/26	ONB052426-13	5-30-561	WalMart	Invoice: ONB052426-2	66.88			Garbage Bags
6/17/26	ONB052426-6	5-30-561	Grayslake Feed & Sales	Invoice: ONB052426	7.35	$	**129.23**	Chicken Starter Feed for Hatching Project

Avon Township
Aged Payables for Approval
As of 06/04/26

Date	Check #	Account ID	Name	Line Description	Dr/(Cr) Amount	Total	Description
	Highway:						
6/10/26	27680	5-40-510	Amazon Capital Services	Invoice: 1LFF3HMX46Q4	13.81		Building Maintenance
6/10/26	27680	5-40-510	Amazon Capital Services	Invoice: 1LFF3HMX46Q4	97.99		Building Maintenance
6/10/26	27680	5-40-510	Amazon Capital Services	Invoice: 1LFF3HMX46Q4	42.52		Building Maintenance
6/17/26	ONB052426-9	5-40-510	Obenauf Auction Services	Invoice: ONB052426-2	68.93		Building Maintenance
6/10/26	27680	5-40-512	Amazon Capital Services	Invoice: 1LFF3HMX46Q4	13.96		Vehicle Parts
6/10/26	27684	5-40-512	Russo Power Equipment Inc	Invoice: SPI21624001	39.99		Vehicle Parts
6/17/26	ONB052426-4	5-40-512	Ebay	Invoice: ONB052426	344.76		Vehicle Parts
6/12/26	ACH061226-1	5-40-561	Ace Hardware	Invoice: Clsg 052526	16.14		Operating Supplies
6/12/26	ACH061226-1	5-40-561	Ace Hardware	Invoice: Clsg 052526	13.26		Operating Supplies
6/12/26	ACH061226-1	5-40-561	Ace Hardware	Invoice: Clsg 052526	12.98		Operating Supplies
6/17/26	ONB052426-7	5-40-561	The Home Depot	Invoice: ONB052426	64.97		Operating Supplies
6/17/26	ONB052426-7	5-40-561	The Home Depot	Invoice: ONB052426-2	49.98		Operating Supplies
6/17/26	ONB052426-7	5-40-561	The Home Depot	Invoice: ONB052426-3	26.94		Operating Supplies
6/17/26	ONB052426-7	5-40-561	The Home Depot	Invoice: ONB052426-3	10.96		Operating Supplies
6/17/26	ONB052426-9	5-40-561	Obenauf Auction Services	Invoice: ONB052426	24.86	$ 842.05	Operating Supplies
6/12/26	ACH061226-5	5-50-516	WEX Bank	Invoice: 112928421	1,287.83		Fuel Purchases for May 2026
6/12/26	ACH061226-8	5-50-523WC	Illinois Public Risk Fund	Invoice: 100975	6,031.00		Worker's Comp Qtrly Premium
6/12/26	ACH061226-6	5-50-528	Gewalt Hamilton Assoc	Invoice: 4051.14-3	1,870.00		Professional Services through April 2026
6/12/26	Debit061226-1	5-50-550	COMED	Invoice: 5941592222 May26	255.78		Montly Service
6/12/26	Debit061226-4	5-50-551	NICOR	Invoice: 67944810000 May26	101.93		Montly Service
6/17/26	ONB052426-12	5-50-555	T-Mobile	Invoice: ONB052426	115.79		Montly Service
6/12/26	Debit061226-2	5-50-557	COMED	Invoice: 8495503000 May26	1,937.78		Montly Service
6/10/26	27681	5-50-584	Fox Waterway Agency	Invoice: 0001525-IN	117.00		Project Materials - Dirt
6/10/26	27682	5-50-584	Grayslake Feed & Sales	Invoice: 286420	62.40		Project Materials - Straw Blanket
6/10/26	27682	5-50-584	Grayslake Feed & Sales	Invoice: 286451	31.20		Project Materials - Straw Blanket
6/10/26	27682	5-50-584	Grayslake Feed & Sales	Invoice: 286449	29.00	$ 11,839.71	Project Materials - Straw Blanket
	Total				**$ 28,014.10**	**$ 28,014.10**	

Presented for Approval at the June 9, 2026 Board Meeting

Avon Township
Finance Report for Avon Township Funds - Anmarie Andresen
Statement Highlights for June 2026 Board Meeting

Finance Packet Item# 4.a.

*Budget Approved at 04/14/26 Board Meeting and Ordinance No. 26-OR0414-001 filed with Lake County by Clerk

		Actual	Budget*	% of Budget	Cash/Fund Balance	
Town Corporate:	Revenue	$ 46,277	$ 778,250	5.95%	$ 890,525	
Town	Expense	$ 128,593	$ 986,477	13.04%	$ 274,964	<Portion of Cash Invested
Assessor	Expense	$ 98,210	$ 386,979	25.38%	31%	% Invested of Total Cash

1. ONB MM accounts have been reconciled through the month of May 2026.
2. CD investment accounts have been reconciled through the month of May 2026
   Wealth Management accounts have been reconciled through April 2026
   Bank Reconciliations are included for review at the meeting.
3. Grant money received by the Township is being maintained in the Finance Packet Item# 4.b.
4. Miscellaneous income received by the Township is reported in the Finance Packet Item# 4.d.
5. No Resolutions being presented at the meeting
6. Spending highlights for the month: None to report
7. Annual Audit of FYE 02/28/26 commenced in May 2026. Information electronically sent to the independent audit firm. On-Site visit to be completed in June.
8. Avon received the first Property Tax Distribution from Lake County on 5/29/26. A schedule of future distribursements have been received.

		Actual	Budget*	% of Budget	Cash/Fund Balance	
Supervisor/GA:	Revenue	7,033	$ 137,150	5.13%	$ 337,928	
	Expense	64,158	$ 241,275	26.59%	$ 84,036	<Portion of Cash Invested
					25%	% Invested of Total Cash

1. Same items as 1 - 2 under Town Corporate.
2. Cash donations designated specifically to support the Avon Township Food Pantry is being tracked in the Finance Packet Item# 4.c. **Food Pantry Funds were transferred to Fund 30 in May 2026.**
3. FYE Activity:

	FYE 02/28/27 YTD		FYE 02/28/26 in Total	
	No of Households	Amount	No of Households	Amount
Utilities	1	$750	8	$3,201
Shelter	4	$3,000	13	$9,039

4. No Resolutions being presented at the meeting

		Actual	Budget*	% of Budget		Cash/Fund Balance
Supervisor/Community:	Revenue	37,037	$ 80,000	46.30%	Food Pantry	$ 28,687
	Expense	916	$ 65,000	1.41%	Other	$ 4,935

1. Same items as 1 under Town Corporate.
2. Cash donations designated specifically to support the Avon Township Food Pantry is being tracked in the Finance Packet Item# 4.c. **Food Pantry Funds were transferred from Fund 20 in May 2026.**

Other Matters:

1. The attorney from Klein, Thorpe & Jenkins informed me that the 2024 Tax Objection was dismissed. Still awaitng official paperwork and final billing.

Assessor's Division, Road & Bridge and Permanent Road are reported by the respective Department Head

Avon Township

Donations Earmarked specifically for "Avon Township Pantry"

FYE 02/28/27

As of 06/05/26

Finance Packet Item# 4.c.

Cash Donations:

Date Deposited	Donor	Referernce	Account ID	Total Amount	FYE 02/28/27
3/23/2026	Roger Fisher	Donation for the Food Pantry	4-20-404	$ 1,000.00	$ 1,000.00
3/23/2026	Nancy Augellotti	Donation for the Food Pantry	4-20-404	$ 40.00	$ 40.00
3/23/2026	Bradley Haberstroh	Donation for the Food Pantry	4-20-404	$ 100.00	$ 100.00
3/23/2026	Community Trust CU	Donation for the Food Pantry	4-20-404	$ 75.00	$ 75.00
3/23/2026	Kimberly Wesclitz	Donation for the Food Pantry	4-20-404	$ 1,000.00	$ 1,000.00
3/23/2026	Nancy Augellotti	Donation for the Food Pantry	4-20-404	$ 20.00	$ 20.00
3/23/2026	Erza Rosario	Donation for the Food Pantry	4-20-404	$ 70.00	$ 70.00
3/23/2026	National Assoc of Letter Carriers	Donation for the Food Pantry	4-20-404	$ 325.00	$ 325.00
4/16/2026	Joyce Torbeck	Donation for the Food Pantry	4-30-404	$ 500.00	$ 500.00
5/1/2026	Dave Olson	Donation for the Food Pantry	4-30-404	$ 89.00	$ 89.00
5/1/2026	St Gilber's 3rd Grade Lenten Project	Donation for the Food Pantry	4-30-404	$ 150.00	$ 150.00
5/13/2026	Rital Jones	Donation for the Food Pantry	4-30-404	$ 150.00	$ 150.00
5/13/2026	David Krakow	Donation for the Food Pantry	4-30-404	$ 200.00	$ 200.00
5/13/2026	Jeslyn Sanchez	Donation for the Food Pantry	4-30-404	$ 50.00	$ 50.00
5/13/2026	Culver's of Grayslake Fundraiser	Donation for the Food Pantry	4-30-404	$ 1,685.00	$ 1,685.00
		Donation for the Food Pantry	4-30-404		
Total Fiscal YTD				$ 5,454.00	$ 5,454.00

Avon Township

All Other Miscellaneous Income - Excluding Food Pantry tracked separately

FYE 02/28/25

As of 06/05/26

Finance Packet Item# 4.d.

Cash Donations:

Date Deposited	Payor	Referernce	Account ID	Total Amount	FYE 02/28/27 Fund 10	FYE 02/28/27 Fund 20	FYE 02/28/27 Fund 30	FYE 02/28/27 Fund 50	FYE 02/28/26 Fund 10	FYE 02/28/26 Fund 20	FYE 02/28/26 Fund 50
3/8/2025	Randall Powers	Donation for Avon Township Building	4-10-404	$ 40.00					$ 40.00		
7/30/2025	Cash fromClearview Recycling	Miscellaneous Income for Highway PHR	4-50-404	$ 92.40							$ 92.40
8/25/2025	Randall Powers	Donation for Avon Township Building	4-10-404	$ 40.00					$ 40.00		
10/20/2025	Saturday Night Live Group	Donation for Avon Township Building	4-10-404	$ 40.00					$ 40.00		
11/21/2025	Just for Today	Essentials Donation	4-20-404	$ 50.00						$ 50.00	
11/21/2025	Obenauf Sale of Excess Equipment	Equipment Sale	4-10-404	$ 155.00					$ 155.00		
3/23/2026	Just for Today	Essentials Donation	4-20-404	$ 50.00		$ 50.00					
3/23/2026	Erza Rosario	Essentials Donation	4-20-404	$ 70.00		$ 70.00					
4/16/2026	LRS Annual Contract Fee	Community Support	4-10-404	$ 5,000.00			$ 5,000.00				
5/14/2026	IPRF	Worker's Comp 2025 Audit Results	4-XX-404	$ 2,754.00	$ 1,615.00	$ -	$ -	$ 1,139.00			
					$ -						
Total Fiscal YTD				$ 8,291.40	$ 1,615.00	$ 120.00	$ 5,000.00	$ 1,139.00	$ 275.00	$ 50.00	$ 92.40

Avon Township
ONB Wealth Management Accounts
October 2019 to current

Finance Packet Item# 4.e.

	Fund	Initial Investment	2/28/2020	2/28/2021*	2/28/2022	Balance at 2/28/2023	2/29/2024	2/28/2025	2/28/2026	4/30/2026	Cumulative
61-0165-04-5	10	30,000.00	30,143.38	75,282.55	74,325.34	73,928.60	77,367.73	80,897.46	84,108.40	84,016.04	
61-0165-14-4	20	45,000.00	45,215.09	75,300.75	74,343.13	73,946.05	77,385.97	80,916.53	84,128.20	84,035.94	
61-0165-15-1	40	30,000.00	30,143.38	30,199.25	29,818.56	29,658.97	31,038.68	32,458.43	33,734.55	33,733.17	
61-0165-16-9	50	30,000.00	30,143.38	30,199.25	29,818.57	29,658.98	31,038.70	32,458.44	33,734.56	33,733.18	
	Total	$ 135,000.00	$ 135,645.23	$ 210,981.80	$ 208,305.60	$ 207,192.60	$ 216,831.08	$ 226,730.86	$ 235,705.71	$ 235,518.33	
Net Gain/(Loss)			$ 645.23	$ 981.80	$ (2,676.20)	$ (1,113.00)	$ 9,638.48	$ 9,899.78	$ 8,974.85	$ (187.38)	$ 26,163.56
			0.5%	0.6%	-1.3%	-0.5%	4.5%	4.5%	3.9%	-0.1%	12.0%

*Investments in December 2020 an additional $45K and $30K in Funds 10 and 20 respectively.

NOTE: Analysis reflects realized and unrealized gains and losses through the Statement Date - See page 2 for breakdown

Account last reconciled April 30, 2026 as the most current statements available

First Midwest Bank
Wealth Management Accounts
Opened October 2019

GL A/C	Account No.					Income			Expenses						
	ONB A/C No.	FMW A/C No	Beg Bal	Deposit	Interest	Dividends	Realized Gains/(Losses)	Unrealized Gains/(Losses)	Accrued Income	Fees	Other	End Bal		Delta	Fees	Gross Earnings
1-10-130	61-0165-04-5	66-H000-05-2	Original Investment $30K in October 2019 and next investment $45K in December 2020													
		Mar-26	84,108.40	-	-	21.00	-	(78.75)	-	(17.52)	-	84,033.13	x	(75.27)	-0.02%	0.02%
		Apr-26	84,033.13	-	-	25.92	-	(25.50)	-	(17.51)	-	84,016.04	x	(17.09)	-0.02%	0.03%
		May-26	84,016.04	-		24.92	-	(49.50)		(17.50)	-	83,973.96	x	(42.08)	-0.02%	0.03%
		Jun-26	83,973.96	-							-	83,973.96		-	0.00%	0.00%
		Jul-26	83,973.96	-							-	83,973.96		-	0.00%	0.00%
	**	Aug-26	83,973.96	-							-	83,973.96		-	0.00%	0.00%
		Sep-26	83,973.96	-							-	83,973.96		-	0.00%	0.00%
		Oct-26	83,973.96	-							-	83,973.96		-	0.00%	0.00%
		Nov-26	83,973.96	-							-	83,973.96		-	0.00%	0.00%
		Dec-26	83,973.96	-							-	83,973.96		-	0.00%	0.00%
		Jan-27	83,973.96	-							-	83,973.96		-	0.00%	0.00%
		Feb-27	83,973.96	-							-	83,973.96		-	0.00%	0.00%
			Total FYE 02/28/27	-	-	71.84	-	(153.75)	-	(52.53)	-	(134.44)				
												-0.16%				
1-20-130	61-0165-14-4	66-H000-15-1	Original Investment $45K in October 2019 and next investment $30K in December 2020													
		Mar-26	84,128.20	-	-	21.05	-	(78.75)	-	(17.53)	-	84,052.97	x	(75.23)	-0.02%	0.03%
		Apr-26	84,052.97	-	-	25.98	-	(25.50)	-	(17.51)	-	84,035.94	x	(17.03)	-0.02%	0.03%
		May-26	84,035.94	-		24.97	-	(49.50)	-	(17.51)	-	83,993.90	x	(42.04)	-0.02%	0.03%
		Jun-26	83,993.90	-							-	83,993.90		-	0.00%	0.00%
		Jul-26	83,993.90	-							-	83,993.90		-	0.00%	0.00%
	**	Aug-26	83,993.90	-							-	83,993.90		-	0.00%	0.00%
		Sep-26	83,993.90	-							-	83,993.90		-	0.00%	0.00%
		Oct-26	83,993.90	-							-	83,993.90		-	0.00%	0.00%
		Nov-26	83,993.90	-							-	83,993.90		-	0.00%	0.00%
		Dec-26	83,993.90	-							-	83,993.90		-	0.00%	0.00%
		Jan-27	83,993.90	-							-	83,993.90		-	0.00%	0.00%
		Feb-27	83,993.90	-							-	83,993.90		-	0.00%	0.00%
			Total FYE 02/28/27	-	-	72.00	-	(153.75)	-	(52.55)	-	(134.30)				
												-0.16%				
1-40-130	61-0165-15-1	66-H000-16-9	Original Investment $30K in October 2019													
		Mar-26	33,734.55	-	-	22.09	-	(26.25)	-	(7.03)	-	33,723.36	x	(11.19)	-0.02%	0.07%
		Apr-26	33,723.36	-	-	25.33	-	(8.50)	-	(7.02)	-	33,733.17	x	9.81	-0.02%	0.08%
		May-26	33,733.17	-		24.38		(16.50)		(7.03)	-	33,734.02	x	0.85	-0.02%	0.07%
		Jun-26	33,734.02	-							-	33,734.02		-	0.00%	0.00%
		Jul-26	33,734.02	-							-	33,734.02		-	0.00%	0.00%
	**	Aug-26	33,734.02	-							-	33,734.02		-	0.00%	0.00%
		Sep-26	33,734.02	-							-	33,734.02		-	0.00%	0.00%
		Oct-26	33,734.02	-							-	33,734.02		-	0.00%	0.00%
		Nov-26	33,734.02	-							-	33,734.02		-	0.00%	0.00%
		Dec-26	33,734.02	-							-	33,734.02		-	0.00%	0.00%
		Jan-27	33,734.02	-							-	33,734.02		-	0.00%	0.00%
		Feb-27	33,734.02	-							-	33,734.02		-	0.00%	0.00%
			Total FYE 02/28/27	-	-	71.80	-	(51.25)	-	(21.08)	-	(0.53)				
												0.00%				
1-50-130	61-0165-16-9	66-H000-17-7	Original Investment $30K in October 2019													
		Mar-26	33,734.56	-	-	22.09	-	(26.25)	-	(7.03)	-	33,723.37	x	(11.19)	-0.02%	0.07%
		Apr-26	33,723.37	-	-	25.33	-	(8.50)	-	(7.02)	-	33,733.18	x	9.81	-0.02%	0.08%
		May-26	33,733.18	-		24.38	-	(7.03)	-	(16.50)	-	33,734.03	x	0.85	-0.05%	0.07%
		Jun-26	33,734.03	-							-	33,734.03		-	0.00%	0.00%
		Jul-26	33,734.03	-							-	33,734.03		-	0.00%	0.00%
	**	Aug-26	33,734.03	-							-	33,734.03		-	0.00%	0.00%
		Sep-26	33,734.03	-							-	33,734.03		-	0.00%	0.00%
		Oct-26	33,734.03	-							-	33,734.03		-	0.00%	0.00%
		Nov-26	33,734.03	-							-	33,734.03		-	0.00%	0.00%
		Dec-26	33,734.03	-							-	33,734.03		-	0.00%	0.00%
		Jan-27	33,734.03	-							-	33,734.03		-	0.00%	0.00%
		Feb-27	33,734.03	-							-	33,734.03		-	0.00%	0.00%
			Total FYE 02/28/27	-	-	71.80	-	(41.78)	-	(30.55)	-	(0.53)				
												0.00%	Check = 0	Month's Delta		
		Total all Accounts	235,705.71	-	-	287.44	-	(400.53)	-	(156.71)	-	235,435.91	-	$ (82.42)		
		Investment to Date	210,000.00								YTD Income/(Loss)	(269.80)	-0.11%			
		Earnings(Loss)		0.00%		X - Balance ties to the respective monthly statement					Check = 0	0.00				

** Effective 8/20/24 the decision was made to convert the investments from money market to US Treasury Notes with 2 year expiration but accounts can be traded at any time offering liquidity if needed.

Avon Township
Board Meeting Attendance and Approvals

Meeting Date: 6/9/2026

Trustees Present: (Place X if appropriate box)	Yes	Absent
David Arroyo		
LizBeth Henning		
Becka Nieder		
Patricia Sloan		

Approvals:	Reference			Amount	Approved	Noted Exceptions
	Exhibit 3.a.	Gross Payroll	YTD $	**$ 213,898.30**		
	Exhibit 3.b.	Prepaid Cash Disbursements		**$ 45,834.30**		
	Exhibit 3.c.	Aged Payables		**$ 28,014.10**		

Other Matters: Reference — Clerk to note approvals of spending at the meeting if applicable

Approval by Board and Attested by Township Clerk:

_____ Signature

_____ Date

Return this page to the Finance Director the night of the Meeting authorizing items presented

Nearmap

NEW SUBSCRIPTION QUOTE

Nearmap US, Inc.
1850 W Ashton Blvd, Suite 500
Lehi, UT 84043, USA
Phone: +1 (801) 609 7250

Customer Name	Avon Township, IL	**Quote Number**	Q118239
Contract Commencement	Contract commences upon signing of quote.	**Quote Expiry**	05/31/2026
Subscription Term	48 Month	**Account Rep**	Martine Sutera martine.sutera@nearmap.com
Subscription Start Date	04/06/2026	**Payment Term**	Net 30
		Payment Method	Invoice
Bill To	Avon Township, IL Cynthia Brust 427 East Washington Street, Round Lake Park, Illinois, 60073 847-546-2146 cbrust@avonassessor.org	**Ship To**	Avon Township, IL Cynthia Brust 427 East Washington Street, Round Lake Park, Illinois, 60073 847-546-2146 cbrust@avonassessor.org

PRODUCT	ALLOWANCE	COVERAGE	SEATS
Nearmap Oblique for ArcGIS	NA	Nationwide	NA
Nearmap Oblique for Government	NA	Nationwide	Unlimited
		Total	**USD $28,000.00**

Sent 4/21/26

ACCEPTANCE OF Q118239 will constitute an Agreement with Nearmap

By selecting **"Yes" or signing below**, you acknowledge that (a) you have read, understood and agree to the Master Subscription Agreement attached to this Quote.(b) the Product-Specific Terms which can be found at https://www.nearmap.com/us/en/legal/product-agreements, (c) you have the authority to agree to this New Subscription Quote and (d) you agree to pay the fees set forth herein plus any applicable tax(es) as set forth in the resultant invoice(s). This New Subscription Quote constitutes a binding commitment for the Contract Term stated above. You acknowledge that the Coverage Area by Nearmap is outlined at https://www.nearmap.com/us/en/current-aerial-maps-coverage.

Signature / Digital Acceptance: Cynthia Brust

Full Name: Cynthia Brust

Date: 4/20/26

Position: Assessor

PO Number (if required):

If printed, please sign, scan and email to: orders.us@nearmap.com

Nearmap

MASTER SUBSCRIPTION AGREEMENT

THIS MASTER SUBSCRIPTION AGREEMENT IS ENTERED INTO BY AND BETWEEN NEARMAP AND CUSTOMER. BY EXECUTING AN ORDER FORM ATTACHED TO THIS MASTER SUBSCRIPTION AGREEMENT OR INCORPORATING THIS MASTER SUBSCRIPTION AGREEMENT BY REFERENCE, NEARMAP AND CUSTOMER AGREE TO BE BOUND BY THIS MASTER SUBSCRIPTION AGREEMENT, THE ORDER FORM, AND ALL TERMS INCORPORATED BY REFERENCE (COLLECTIVELY, THE "**AGREEMENT**"). THIS AGREEMENT BECOMES EFFECTIVE UPON THE EARLIER OF CUSTOMER ACCESSING OR USING ANY NEARMAP PRODUCTS OR AS SET FORTH ON THE ORDER FORM ("**EFFECTIVE DATE**"). IF CUSTOMER DOES NOT AGREE TO THIS MASTER SUBSCRIPTION AGREEMENT, CUSTOMER MUST NOT ACCESS OR USE ANY NEARMAP PRODUCTS. CAPITALIZED TERMS NOT DEFINED IN THIS MASTER SUBSCRIPTION AGREEMENT HAVE THE MEANINGS GIVEN TO THEM IN THE ORDER FORM.

1. DEFINITIONS

1.1. "**Affiliate**" means (a) if Customer contracts with Nearmap AU, a "Subsidiary" or "Related Party," each as defined in the Corporations Act; or (b) if Customer contracts with Nearmap US, an entity that, directly or indirectly, controls, is controlled by, or is under common control with a party. As used herein, "control" means the power to direct the management or affairs of an entity or the beneficial ownership of fifty percent (50%) or more of the voting equity securities or other equivalent voting interests of an entity.

1.2. "**APIs**" means Nearmap's application programming interfaces made available by Nearmap under the Agreement.

1.3. "**Applicable Laws**" means all existing and future federal, state, provincial, regional, territorial and local laws, international treaties, statutes, statutory instruments, ordinances, regulations, rules, executive orders, supervisory requirements, directives, circulars, opinions, interpretive letters and other office releases, guidelines, and policies with the force of law, of or by any government, or any governmental authority, department, or agency thereof (including all federal and state banking laws, regulations, guidance, and policies), or any court of competent jurisdiction that are applicable to the parties in their performance of their obligations or exercise of their rights under the Agreement.

1.4. "**Authorized User**" means Customer's employees, agents, independent contractors, and consultants that use the Products on Customer's behalf; provided that, to the extent Customer desires its agents, independent contractors, and consultants to be Authorized Users, it must receive Nearmap's prior, written consent (email to suffice).

1.5. "**Confidential Information**" has the meaning set forth in Section 10.1.

1.6. "**Corporations Act**" means *Corporations Act 2001* (Cth) of Australia, as amended.

1.7. "**Customer**" has the meaning set forth in the applicable Order Form.

1.8. "**Customer Data**" means information, data, and other content, in any form or medium, that is uploaded to, or otherwise received by, the Platform, directly (including via a third-party provider) from an Authorized User.

1.9. "**De-identified Data**" has the meaning set forth in Section 3.4.

1.10. "**Derivative Works**" means a work that is based upon another work, such as a revision, modification, or any other form in which the original work may be recast, transformed, or adapted and that if prepared without the authorization of the owner of the copyright in the original work, would constitute a copyright infringement.

1.11. "**Documentation**" means any end user technical documentation provided by Nearmap for the Products located at https://help.nearmap.com.

1.12. "**Feedback**" has the meaning set forth in Section 4.2.

1.13. "**Fees**" has the meaning set forth in Section 5.1.

1.14. "**Nearmap**" means (a) if Customer is located in Australia or New Zealand, as determined by Customer's billing address set forth in an Order Form, then the Nearmap contracting entity is Nearmap Australia Pty Ltd (ABN 16 120 677 250) (NZCN 6603574) ("**Nearmap AU**"), with offices located at Level 4, Tower One, International Towers, 100 Barangaroo Avenue, Barangaroo NSW 2000; or (b) if Customer is located in the United States of America, Canada, or any other jurisdiction other than Australia or New Zealand, as determined by Customer's billing address set forth in an Order Form, then the Nearmap contracting entity is Nearmap US, Inc. ("**Nearmap US**"), with offices located at 1850 Ashton Blvd, Ste 500, Lehi, UT 84043.

1.15. "**Nearmap Data**" means any data made available by or on behalf of Nearmap to the Customer in connection with the APIs or a Platform.

1.16. "**Nearmap Policies**" has the meaning set forth in Section 2.9.

1.17. "**Order Form**" means a written document or electronic form, including any order, statement of work, proposal, quote, schedule, or other such documentation, whether or not labeled "Order Form," that details the Products, including quantities, specifications, pricing, payment terms, and any other pertinent terms and conditions agreed upon by both parties.

1.18. "**Output**" has the meaning set forth in Section 2.1.1.

Additional Terms and Conditions

Notwithstanding the "Payment Term" section on the Quote, the License Fee is $28,000.00 (excl. Taxes) for the Term of the Agreement, payable by the Licensee to Nearmap in four (4) installments, as follows:

Year 1: $7,000.00

Year 2: $7,000.00

Year 3: $7,000.00

Year 4: $7,000.00

For the avoidance of doubt, each invoice will be due thirty (30) days from the date of invoice.

1.19. "**Personal Data**" means any data or information that is linked or reasonably linkable to an identified or identifiable natural person.

1.20. "**Platform**" means Nearmap's online web-based application provided by Nearmap, as further described in the "Products" section of an Order Form.

1.21. "**Privacy Policy**" has the meaning set forth in Section 13.

1.22. "**Process**" or "**Processing**" means any operation or set of operations performed, whether by manual or automated means, on information or on sets of information, such as the collection, use, storage, disclosure by transmission, dissemination or otherwise making available, alignment or combination, analysis, restriction, deletion, or modification of information.

1.23. "**Products**" means, collectively, the API and Platform.

1.24. "**Product-Specific Terms**" means the terms and conditions governing the use of specific then-current Products generally available to Nearmap customers via the Nearmap website at https://www.nearmap.com/us/en/legal/product-specific-terms.

1.25. "**Service Level Agreement**" means the service level agreement provided by Nearmap for the Platform, as further described at https://www.nearmap.com/legal/service-level-agreement.

1.26. "**Subscription Term**" means the term specified on the Order Form, including without limitation in the "License Term," "Subscription Term," or "Subscription Period" section of the Order Form, together with any renewal terms.

1.27. "**Support Policy**" has the meaning set forth in Section 2.6.

1.28. "**Territory**" means, as applicable, Australia, Canada, New Zealand, and/or the United States of America. Coverage by Nearmap within the Territory is outlined at https://www.nearmap.com/us/en/current-aerial-maps-coverage for Canada and the United States of America, at https://www.nearmap.com/au/coverage for Australia, and at https://www.nearmap.com/nz/coverage for New Zealand.

1.29. "**Third-Party Services**" has the meaning set forth in Section 3.5.

1.30. "**Usage Data**" has the meaning set forth in Section 3.4.

2. NEARMAP PRODUCTS AND SERVICES

2.1. **Access to Products.** Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of the Agreement:

2.1.1. **Platform.** To the extent Customer elects to use the Platform or the Platform is specified in an Order Form, Nearmap hereby grants Customer a non-exclusive, non-sublicensable (unless otherwise permitted in this Agreement), royalty-free, non-transferable (except in compliance with Section 14.1) right to access and use the Platform in the Territory during the Subscription Term to: (a) use the Platform and the Nearmap Data for Customer's internal business purposes subject to any further limitations set forth in an Order Form; (b) create Derivative Works of the Nearmap Data (subject to Section 2.2), strictly in the form of reports, presentations, maps or other documents for internal purposes only that are fixed in a non-manipulable medium (the "**Output**"); and (c) use, and make a reasonable number of copies of, the Documentation solely in connection with the exercise of Customer's rights under this Section 2.1.1, solely for use by Authorized Users in accordance with the Documentation and the terms and conditions herein.

2.1.2. **API.** To the extent Customer elects to use an API or an API is specified in an Order Form, Nearmap hereby grants to Customer a non-exclusive, non-sublicensable (unless otherwise permitted in this Agreement), royalty-free, and non-transferable (except in compliance with Section 14.1) right and license in the Territory during the Subscription Term to: (a) access and use the APIs to receive Nearmap Data; (b) use the Nearmap Data for Customer's internal business purposes subject to any further limitations set forth in an Order Form; (c) create Output for internal purposes only; and (d) use, and make a reasonable number of copies of, the Documentation solely in connection with the exercise of Customer's rights under this Section 2.1.2.

2.1.3. **Other Rights Reserved.** Other than as expressly set out in Sections 2.1.1 and 2.1.2, Customer may not use the Platform, an API, or Nearmap Data for any other purpose without Nearmap's prior written consent, and all other rights therein and thereto are hereby reserved by Nearmap.

2.2. **Nearmap Attribution.** If Customer creates Output, Customer must expressly acknowledge Nearmap in a reasonably prominent manner on each Output (by displaying the Nearmap logo or such other attribution as reasonably requested by Nearmap), as the source of any data underlying the Output. Unless otherwise permitted in writing by Nearmap, Customer must not remove or cause to be removed any Nearmap logo, watermark, or other Nearmap attribution in any Output. Customer must include all requisite legends indicating and preserving Nearmap's rights in and to the Products. All Output must include the following copyright notice on the work: "Created with [TITLE OF PRODUCT]© [year] Nearmap US, Inc.", if the Nearmap contracting entity is Nearmap US; or "Created with [TITLE OF PRODUCT]© [year] Nearmap Australia Pty Ltd", if the Nearmap contracting entity is Nearmap AU.

2.3. **Authorized Users.** Authorized Users may use the Products on Customer's behalf, provided Customer remains liable and responsible for the acts and omissions of each such Authorized User. Customer acknowledges and agrees that each Authorized User must have its own unique password and cannot share such password with any other users. If Customer is given passwords to access the Products on Nearmap's systems, Customer shall require that all Authorized Users keep user ID and password information strictly confidential and not share such information with any unauthorized person. Customer shall be responsible for any and all actions taken using Customer's accounts and passwords.

2.4. **Use by Affiliates.** Each of Customer's Affiliates will be entitled to access and use the Products in accordance with the terms and conditions of this Master Subscription Agreement, provided that such Affiliate executes a separate Order Form with Nearmap.

2.5. **General Restrictions.** Customer shall not, and shall not allow or induce any third party (including any Authorized User) to: (a) sell, rent, lease, or use the Products for time sharing purposes; (b) use the Products to help develop, or help provide to any third party, any product or service similar to or competitive with the Products, or copy any ideas, features, functions, documentation, content, audio or visual material, images, graphics, photos, digital media, or other materials or content of any type that are provided by, derived from, or based on the Products; (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code of the Products; (d) copy, modify, or create Derivative Works from the Products or any Documentation (except as permitted in Section 2.1.1(b) or Section 2.1.2(c)); (e) remove or obscure any copyright or proprietary or other notice contained in the Products or Documentation; (f) create an internal or commercial imagery dataset or Derivative Works composed principally of the Nearmap Data; (g) unless otherwise stated in an Order Form, make the Products publicly accessible or viewable; (h) use the Products for the purpose of product development, tuning, training, or modification of internal models, generation of aggregated analysis, or creation of data elements related to the Products; (i) create any Derivative Works from the Products combined with any third party imagery or based on any third party imagery; (j) propagate any virus, Trojan horse, or other malware or programming routine intended to damage any system or data; (k) access or use the Products in a manner intended to circumvent or exceed service account limitations, contractual usage limits, or requirements; (l) disrupt, disable, interfere with, or disrupt the integrity or performance of the Products or the data contained therein, including through excessive use; (m) use any Products in a manner that violates any Applicable Law, regulation, or legal requirement or obligation; (n) use any Products in violation of any third-party rights of privacy or intellectual property rights; (o) use or permit the use of any tools in order to probe, scan, or attempt to penetrate or benchmark any Products; (p) post, upload, transmit, or provide any Customer Data that Nearmap reasonably deems to be unlawful, harmful, abusive, or otherwise objectionable; (q) attempt to gain unauthorized access to the Products or its related systems or networks; (r) utilize any machine learning products, including any open-source products, in connection with the use of the Products; or (s) use the Products except as expressly permitted by the Agreement.

2.6. **Support; Improvements.** Customer acknowledges that Nearmap may improve and modify the features and functionality of the Products during the Subscription Term. Nearmap will provide Customer with commercially reasonable notice of any changes made to a material feature or functionality of the Products and will provide support to Customer in accordance with its then-current support policies generally available to Nearmap customers via the Nearmap website: https://support.nearmap.com (**"Support Policy"**). Notwithstanding the foregoing, Nearmap has no obligation to provide Customer with any additional support, but if Nearmap and Customer agree to do so, Nearmap may charge Customer reasonable additional fees for the additional support provided to Customer by Nearmap.

2.7. **Product-Specific Terms.** For any Products listed on an Order Form, the applicable Product-Specific Terms are hereby incorporated into the Agreement by reference.

2.8. **Service Level Agreement.** Nearmap's uptimes, metrics, and provision of the Products are in accordance with the system status located at: https://www.nearmap.com/status (**"Status"**). Customer may subscribe to receive optional Status updates. Nearmap will provide the Platform in accordance with the availability obligations, service credits, and other terms set forth in the Service Level Agreement.

2.9. **Nearmap Policies.** Nearmap reserves the right to update its Product-Specific Terms, Support Policy, Documentation, and Privacy Policy (collectively **"Nearmap Policies"**) at any time in its sole discretion provided that any updates shall not materially diminish the level of privacy, support, or obligations set forth in such Nearmap Policies during the Subscription Term in which Nearmap updates such Nearmap Policies.

3. CUSTOMER'S OBLIGATIONS; CUSTOMER DATA

3.1. **Customer Obligations.** Customer is solely responsible for the accuracy, content, and legality of all Customer Data. Customer represents and warrants to Nearmap that: (a) Customer's use of the Products and all Customer Data is and will be at all times compliant with all Applicable Laws; (b) Customer has provided all required notices and obtained and will maintain (and acknowledges it is solely responsible for obtaining and maintaining) all necessary consents as may be required by Applicable Laws to grant the Customer Data rights granted to Nearmap in Section 3.3, and Process such Customer Data as contemplated by the Agreement; (c) Nearmap's use of the Customer Data does not infringe or otherwise violate the rights of any third party, including any intellectual property rights, fiduciary duty, and/or privacy rights; (d) Customer will access the APIs using only the login credentials and API key(s) assigned to Customer and as provided by Nearmap; (e) Customer will comply with any limits placed on access to and use of the APIs in the Order Form or in the Documentation, including any rate or data limits on queries to the API; and (f) Customer is responsible for all activities that occur with respect to the Products, use of the Products, and compliance with the Agreement. Customer is responsible for, and will hold confidential, all login credentials, including usernames and passwords, for administrator accounts, as well as the accounts of the Authorized Users. Nearmap will not be responsible for any damages, losses, or liability to Customer, Authorized Users, or anyone else due to such information not being kept confidential by Customer or the Authorized Users, or if such information is correctly provided by an unauthorized third-party logging into and accessing the products.

3.2. **Customer Restrictions.** Unless otherwise agreed to in writing, Customer is prohibited from uploading, or otherwise

providing, directly or indirectly (including via a third-party provider or an Authorized User) by or through the Products, or provided by Customer to Nearmap to input into the Products, Customer Data that includes any sensitive information, including a social security number, passport number, driver's license number, or similar identifier, credit card or debit card number, or any other similar information which may be subject to specific data privacy and security laws. Nearmap does not make any representations as to the adequacy of the Products to Process Customer Data or to satisfy any legal or compliance requirements which may apply to Customer Data, other than as described herein.

3.3. **Rights in Customer Data.** As between the parties, Customer shall retain all right, title and interest (including all patent, copyright, trade secret, and other intellectual property rights) in and to Customer Data. Customer hereby grants to Nearmap a non-exclusive, worldwide, irrevocable, transferable, sublicensable (through multiple tiers), fully paid-up, royalty-free right and license to use, copy, store, transmit, modify, and display Customer Data in order to: (a) provide the Products to Customer; (b) perform such other actions as authorized or instructed by Customer in writing (email to suffice); and (c) as otherwise permitted by Applicable Laws. Nearmap will not share Customer Data with any third parties, except with (i) Nearmap's Affiliates, (ii) a subcontractor for a business purpose pursuant to a written agreement, provided that Nearmap shall be liable to Customer for the acts or omissions of any subcontractor to whom Nearmap has disclosed or permitted to access Customer Data as if they were the acts or omissions of Nearmap; and (iii) to third parties as necessary to comply with Applicable Laws.

3.4. **Usage Data and De-identified Data.** Customer acknowledges and agrees that Nearmap may create, collect, analyze, retain, and use data and other information that results or is derived from (a) Customer's use of the Products ("**Usage Data**"); and (b) Customer Data that is used solely in a deidentified manner such that the information is no longer Personal Data under Applicable Laws ("**De-identified Data**"), for the purposes of developing, maintaining, operating, improving, or providing the Products. For clarity, Usage Data and De-identified Data, and all intellectual property and proprietary rights therein, shall be exclusively owned by Nearmap. In the event Customer gains or retains any interest in the Usage Data or De-identified Data, Customer hereby irrevocably assigns to Nearmap any and all right, title, and interest in and to any Usage Data or De-identified Data.

3.5. **Third Party Application Service Providers.** Customer may be able to access and use certain third-party services or products (e.g., a third-party service that integrates with Nearmap via opt-in or uses Nearmap's APIs) through or with its use of the Products ("Third-Party Services"). IF CUSTOMER USES ANY THIRD-PARTY SERVICES, CUSTOMER AGREES TO SUCH THIRD-PARTY SERVICES' TERMS AND CONDITIONS AND NEARMAP WILL NOT BE RESPONSIBLE FOR ANY ACT OR OMISSION OF ANY PROVIDER OF SUCH THIRD-PARTY SERVICES. NEARMAP DOES NOT WARRANT OR PROVIDE DIRECT SUPPORT FOR ANY THIRD-PARTY SERVICES. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEARMAP WILL HAVE NO RESPONSIBILITY OR LIABILITY FOR THE ACTS OR OMISSIONS OF ANY AUTHORIZED USERS IN CONNECTION WITH ANY THIRD-PARTY SERVICES.

4. IP OWNERSHIP

4.1. **Ownership.**

4.1.1. **Nearmap Ownership.** Customer agrees that Nearmap or the providers of Third-Party Services own and retain all right, title, and interest (including all patent, copyright, trade secret, and other intellectual property rights) in and to (a) the Products, Documentation, Nearmap Data, Usage Data, De-identified Data, and any and all related and underlying technology, documentation, content, audio or visual material, images, graphics, photos, digital media, or other materials or content of any type, trademarks, and other information and (b) any idea, discovery, design, method, material, formula, trade secret, invention (including any discovery of a new technology and any improvement to existing technology), know-how, innovation, writing, work of authorship, compilation, and other development or improvement, whether or not patented or patentable, copyrightable, or reduced to practice or writing and all intellectual property rights thereto.

4.1.2. **Customer Ownership.** Subject to Section 6.4, Customer may continue using the Output provided that Nearmap may, by written notice to Customer at any time, limit Customer's use of certain Output or require Customer to cease using certain Output (and delete any copies of them) if Nearmap forms the view, in Nearmap's sole and absolute discretion, that Customer's use of the Output may infringe the rights of any third party. For the avoidance of doubt, Nearmap will continue to own all rights in and to any Nearmap Data embedded in any Output, but all other rights in and to the Output will belong to Customer.

4.1.3. **Feedback.** In the event Customer or its Authorized Users provide Nearmap with any suggestions, ideas, improvements, or other feedback with respect to any aspect of the Products ("Feedback"), Customer hereby irrevocably assigns to Nearmap any and all right, title, and interest in and to any Feedback.

5. FEES AND PAYMENT

5.1. **Fees and Payment.** All undisputed fees set forth in the Order Form (the "Fees") shall be paid by Customer within thirty (30) days of Nearmap's provision of an invoice to Customer. All Fees are due and payable in advance at the start of the applicable Subscription Term (and each renewal term), and except as set forth in an Order Form, all payments shall be made in the currency detailed in the invoice provided by Nearmap via ACH, credit card, or such other method as Nearmap communicates to Customer. Except as expressly set forth in Section 7.1, or 9.1(iii), all Fees are non-refundable. Any late payments shall be subject to a service charge equal to the maximum amount allowed by law (plus the costs of collection and reasonable attorneys' fees). Nearmap's other contractual and/or statutory rights, claims, and remedies remain unaffected. Fees for the Products are based on units purchased during the Subscription Term and not actual usage. Customer acknowledges and agrees that the number of units purchased cannot be decreased during a Subscription Term and that the units purchased will not roll over to the next Renewal Subscription Term.

5.2. **Excess Fees.** Customer is responsible for paying all actual excess fees incurred by Nearmap based on: excess data, storage, processing, API calls, and access fees charged by Nearmap's third-party cloud service providers as a result of Customer's use in excess of the amount(s) permitted in the Agreement.

5.3. **Fee Dispute.** If Customer has a good faith belief that a particular invoice is incorrect, Customer must contact Nearmap in writing (email to suffice) within sixty (60) days of such invoice date detailing the basis of the dispute. Customer may only withhold payment on the timely disputed amount in accordance with this Section. Any payment not received by Nearmap by the due date and not subject to a good faith dispute may accrue late charges at the maximum rate permitted by law, from the date such payment was due until the date paid. Nearmap's other contractual and/or statutory rights, claims, and remedies remain unaffected.

5.4. **Taxes.** If Customer contracts with (a) Nearmap AU, Customer will be responsible for the payment of any and all local, state, federal, or foreign taxes, levies, and duties of any nature, including value-added, sales, use, withholding taxes, and applicable goods and services tax (GST) under *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (GST Law) of Australia and its associated regulations, as amended; or (b) Nearmap US, Customer will be responsible for the payment of any and all local, state, federal, or foreign taxes, levies, and duties of any nature, including value-added, sales, use, and withholding taxes. If GST is payable on a supply made by Nearmap, Customer must pay as additional consideration an amount equal to the amount of GST payable on that supply. Customer is responsible for paying all taxes, excluding only taxes based on Nearmap's net income. If Nearmap has the legal obligation to pay or withhold taxes for which Customer is responsible under this Section 5.4, the appropriate amount shall be invoiced to and paid by Customer unless Customer is exempt from paying such taxes or subject to a reduced state of withholding tax and the Customer provides Nearmap with proof of a valid tax exemption certificate authorized by the appropriate taxing authority.

5.5. **Audit.** During the Subscription Term and for two (2) years after termination or expiration of the Agreement, Customer shall maintain accurate and complete records regarding its access and use of the Products. Customer shall permit Nearmap (or its auditors) access to such records, books, systems and Authorized Users to confirm compliance with the Agreement. Nearmap will give at least thirty (30) days' prior written notice of an audit and will not conduct an audit more than once per calendar year unless non-compliance findings are noted, in which case the audit period may be extended. If an audit results in findings of non-compliance, Nearmap may, at its discretion: (a) invoice any additional license fees due based on the Fees set forth in the applicable Order Form; (b) recover the reasonable cost of the audit if additional Fees exceed five percent (5%) of the Fees paid during the audit period; and (c) terminate the Agreement in accordance with Section 6.2. Customer must pay all invoices issued under this Section 5.5 within thirty (30) days following the date of invoice.

6. TERM; TERMINATION; SUSPENSION

6.1. **Subscription Term**. The initial term of the Products shall begin on the Effective Date of the subscription specified in the Order Form and extend for the Subscription Term specified in the applicable Order Form. Upon the expiration of the initial term specified in the applicable Order Form, the term will automatically renew for successive terms of twelve (12) months each unless either party provides the other party at least thirty (30) days written notice prior to the expiration of the then-current Subscription Term of its intention not to renew the Subscription Term.

6.2. **Termination.** Either party may terminate the Agreement if the other party (a) fails to cure any material breach of the Agreement (including a failure to pay Fees) within thirty (30) days after written notice (such notice must contain sufficient detail as to the nature of the breach and state the intent to terminate and email notice is valid only in the case of termination for non-payment of Fees); (b) ceases operation without a successor; (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter); or (d) if applicable, a party suspends payment of its debts generally, or is or becomes unable to pay its debts when they are due, or is or becomes unable to pay its debts within the meaning of the Corporations Act.

6.3. **Suspension of Products**. Upon written notice (email to suffice) to Customer, in addition to any of its other rights or remedies, Nearmap may immediately suspend Customer's access to the Products if (a) except as provided in Section 5.1, Customer's account is ten (10) days or more overdue until such amounts are paid in full; (b) Customer is in material breach of any term in this Agreement, provided that such suspension will be narrowly tailored to address the cause of suspension for only the duration needed for Customer to cure such breach; (c) there is an attack on the Products, the Products are accessed or manipulated by a third party, or there is another event for which Nearmap reasonably believes that the suspension of Customer's access to the Products is necessary to protect Nearmap's network or its other customers; (d) Nearmap is required to do so by law (e.g., where providing access to Customer or an Authorized User may be, or become, unlawful); or (e) a licensor, supplier, or provider of Third-Party Services offering its products or services to Nearmap has terminated its relationship with Nearmap or ceased to offer such products or services.

6.4. **Effect of Termination**. Upon termination or expiration, Customer agrees to: (a) stop all uses of the Products, Nearmap Data, and any Output; (b) permanently delete the Products, Nearmap Data, and any Output from all devices and systems of all Authorized Users (provided that, however, Customer may retain one copy of the Output and Nearmap Data included therein for compliance, regulatory, and archival purposes as required by Applicable Laws provided that such Output and Nearmap Data included therein shall remain subject to the confidentiality and non-use obligations set forth herein for so long as such Output and the Nearmap Data included therein is retained); and (c) within five (5) days of such termination, ensure that an officer of Customer certifies in writing that all applicable copies of the Products, Nearmap Data, and Output have been permanently deleted or destroyed. Except as otherwise set forth herein, termination of the Agreement is not an exclusive remedy and the exercise by either party of any remedy under the Agreement will be without prejudice to any other remedies it may have under the Agreement, by law, or otherwise. Except in the case of Customer's termination for Nearmap's material breach pursuant to Section 6.2, Customer shall pay to Nearmap all Fees accrued or payable to Nearmap upon the effective date of termination in accordance with Section 5.

6.5. **Customer Data**. Customer acknowledges that if Customer or an Authorized User deletes or modifies Customer Data from the Products, Customer Data may still reside in Nearmap's systems, applications, databases, and servers (including as backups and/or archives). Customer acknowledges that Customer's deletion or modification of Customer Data during any Subscription Term may have an adverse impact on Customer's use of the Products (and Nearmap is not liable with respect thereto).

6.6. **Survival.** The following Sections shall survive any expiration or termination of the Agreement: 2.2, 3, 4, 5, 6.4, 6.5, 7.2, 8, 9, 10, 12, and 14.

7. LIMITED WARRANTY; DISCLAIMER

7.1. **Limited Warranty**. Nearmap warrants that (a) it will provide the Products in a manner consistent with general industry standards reasonably applicable to the provision thereof; and (b) Nearmap will not materially decrease the overall functionality of the Products. Nearmap's sole liability (and Customer's sole and exclusive remedy) for any breach of the warranties set forth in Section 7.1(a) and 7.1(b) shall be, in Nearmap's sole discretion and at no additional charge to Customer, to use commercially reasonable efforts to offer Customer an error correction or work-around so that the Product(s) materially conform(s) to the warranty, or if Nearmap determines such remedies to be impracticable, Nearmap may terminate the remaining Subscription Term and Customer shall receive as its sole remedy and Nearmap's entire liability shall be, a refund of any prepaid Fees for Products not used as of the date of the warranty claim. The limited warranty set forth in this Section 7.1 shall not apply: (a) unless Customer makes a written claim in accordance with Section 14.7 within thirty (30) days of the date on which the condition giving rise to the claim first appeared, (b) if the error was caused by misuse, unauthorized modifications or third-party hardware, software, or services, (c) if the decrease in functionality is caused by the combination of the Products with any services, hardware, connection, interface, data, or business processes not provided by Nearmap, or (d) to the Products provided on a no- charge or evaluation basis.

7.2. **Warranty Disclaimer**. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION 7, THE PRODUCTS, AND ANY AND ALL RELATED AND UNDERLYING TECHNOLOGY, CONTENT, AUDIO OR VISUAL MATERIAL, IMAGES, GRAPHICS, PHOTOS, DIGITAL MEDIA OR OTHER MATERIALS OR CONTENT OF ANY TYPE, TRADEMARKS, AND OTHER INFORMATION ARE PROVIDED "AS IS" AND NEARMAP AND ITS THIRD-PARTY PROVIDERS, AGENTS, MANDATARIES, AND AFFILIATES HEREBY DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, OF MERCHANTABILITY, OR THAT THE PRODUCTS AND ANY AND ALL RELATED AND UNDERLYING TECHNOLOGY, CONTENT, AUDIO OR VISUAL MATERIAL, IMAGES, GRAPHICS, PHOTOS, DIGITAL MEDIA OR OTHER MATERIALS OR CONTENT OF ANY TYPE, TRADEMARKS, AND OTHER INFORMATION, OR ANY RESULTS OF OR THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, BE COMPATIBLE OR WORK WITH ANY PRODUCTS, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, CORRECT, RELIABLE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE. ADDITIONALLY, NEARMAP STRICTLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCTS. CUSTOMER IS SOLELY RESPONSIBLE FOR ITS AND ITS AUTHORIZED USERS' INTERACTIONS AND SHARING OF INFORMATION WITH OTHER USERS.

7.3. Notwithstanding any other provision, the rights of a party under this Agreement are in addition to and do not exclude or limit any other rights or remedies under the Australian Consumer Law in the Competition and Consumer Act 2010 (Cth), to the extent the Customer contracts with Nearmap AU.

8. LIMITATION OF LIABILITY.

8.1. NEITHER PARTY SHALL BE LIABLE, UNDER ANY LEGAL OR EQUITABLE THEORY OF LAW, WITH RESPECT TO ANY SUBJECT MATTER OF THE AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, BUSINESS, CONTRACTS, REVENUE, GOODWILL, PRODUCTION, AND ANTICIPATED SAVINGS OR DATA, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

8.2. EXCEPT WITH RESPECT TO (A) EITHER PARTY'S OBLIGATIONS UNDER SECTION 9 (INDEMNIFICATION) (WHICH SHALL BE LIMITED IN THE AGGREGATE TO TWO TIMES (2X) THE FEES PAID BY CUSTOMER TO NEARMAP UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTH PERIOD PRIOR TO WHEN THE CLAIM AROSE); (B) EITHER PARTY'S OBLIGATIONS UNDER SECTION 10 (CONFIDENTIAL INFORMATION) (WHICH SHALL BE LIMITED IN THE AGGREGATE TO TWO TIMES (2X) THE FEES PAID BY CUSTOMER TO NEARMAP UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTH PERIOD PRIOR TO WHEN THE CLAIM AROSE); (C) CUSTOMER'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT; (D) CUSTOMER'S BREACH OF SECTION 2.5 (GENERAL RESTRICTIONS); OR (E) EITHER PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD AS DETERMINED BY A COURT OF FINAL AND COMPETANT JURISDICTION: EACH PARTY'S AGGREGATE LIABILITY SHALL IN NO EVENT EXCEED THE FEES PAID BY CUSTOMER TO NEARMAP UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTH PERIOD PRIOR TO WHEN THE CLAIM AROSE.

8.3. THE LIMITATIONS UNDER THIS SECTION 8 APPLY WITH RESPECT TO ALL LEGAL THEORIES, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND TO THE EXTENT PERMITTED BY LAW. THE PROVISIONS OF THIS SECTION 8 ALLOCATE THE RISKS UNDER THE AGREEMENT BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THE AGREEMENT AND THE PRICING FOR THE PRODUCTS.

9. INDEMNIFICATION.

9.1. **Nearmap Indemnification**. Nearmap shall defend Customer at Nearmap's expense against any claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising from the direct infringement of a U.S. and Australia registered intellectual property rights asserted against Customer by a third party based upon Customer's use of the Products as delivered by Nearmap in accordance with the terms of the Agreement and Nearmap shall indemnify and hold Customer harmless against all reasonable costs (including attorneys' fees) finally awarded against Customer by a court of competent jurisdiction, or agreed in a written settlement agreement signed by Nearmap, provided that Nearmap shall have received from Customer: (a) prompt written notice of such claim (but in any event notice in sufficient time for Nearmap to respond without prejudice); (b) the exclusive right to control and direct the investigation, defense, or settlement (if applicable) of such claim (as long as such settlement releases Customer from any and all liability); and (c) all reasonable necessary cooperation of Customer. If Customer's use of any Products is, or in Nearmap's opinion is likely to be, enjoined due to the type of infringement specified above, or if required by settlement, or Nearmap exercises its right to require Customer to limit or cease using Output under Section 4.1.2, Nearmap may, in its sole and reasonable discretion: (i) substitute substantially functionally similar products or services; (ii) procure for Customer the right to continue using the Products; or if (i) and (ii) are commercially impracticable, (iii) terminate the Agreement and refund to Customer any unused, prepaid Fees paid by Customer for the terminated period. The foregoing

indemnification obligation of Nearmap shall not apply to the extent that the alleged infringement arises from: (1) any modification of the Products by any other party other than Nearmap; (2) access to or use of any Products in combination with any hardware, system, software, network, or other products, materials, or services not provided by Nearmap; (3) use of the Products in breach of the Agreement; or (4) Customer Data. THIS SECTION 9.1 SETS FORTH NEARMAP'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

9.2. **Customer Indemnification.** Customer agrees to defend, indemnify and hold harmless Nearmap and its affiliates, licensors, and suppliers, and Nearmap's and their respective employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including reasonable attorneys' fees and costs) arising from: (a) Customer's and any Authorized User's use of the Products; and (b) Customer's violation of Section 2.5 (General Restrictions).

10. CONFIDENTIALITY.

10.1. **Confidential Information.** Each party, as a receiving party, agrees to retain in confidence the non-public information and know-how disclosed to it pursuant to the Agreement which is either designated in writing as proprietary and/or confidential, if disclosed in writing, or if disclosed orally, is designated in writing (which may be via email) as confidential within thirty (30) days of the oral disclosure or should reasonably be understood to be confidential by the recipient (the "**Confidential Information**"). Notwithstanding any failure to so designate them, the Products, the Documentation, the Usage Data, the De-identified Data, the Nearmap Data, the Feedback, and the commercial terms of the Agreement as set forth in any Order Form shall be Nearmap's Confidential Information. Each party agrees to: (a) preserve and protect the confidentiality of the other party's Confidential Information, using at least the same degree of care which it uses to prevent the disclosure of its own confidential information of like importance, but in no event less than reasonable care; (b) refrain from using the other party's Confidential Information except as contemplated herein; and (c) not disclose such Confidential Information to any third party except to employees, officers, affiliates, controlling stockholders, agents, advisors, subcontractors, and other representatives as is reasonably required in connection with the exercise of its rights and obligations under the Agreement (and only subject to binding use and disclosure restrictions at least as protective as those set forth herein). Each party agrees to promptly notify the other party of any unauthorized disclosure or use of any Confidential Information and to assist the other party in remedying such unauthorized use or disclosure by taking such steps as are reasonably requested.

10.2. **Exceptions.** Notwithstanding the foregoing, Confidential Information shall not include information which is: (a) already publicly known without breach of the Agreement; (b) discovered, created or independently developed by the receiving party without use of, reliance upon, or reference to, the Confidential Information of the disclosing party, as shown in records of the receiving party; (c) otherwise known to the receiving party through no wrongful conduct of the receiving party, or (d) required to be disclosed by law or court order or by the listing rules of any stock exchange where the recipient's securities are listed or quoted; provided that the receiving party shall provide prompt notice thereof and commercially reasonable assistance to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. Moreover, either party hereto may disclose any Confidential Information hereunder to such party's agents, attorneys and other representatives (and only subject to confidentiality obligations at least as protective as those set forth herein) or any court of competent jurisdiction as reasonably required to resolve any dispute between the parties hereto. Each party agrees and acknowledges that any breach or threatened breach of this Section 10 may cause irreparable injury to the disclosing party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the disclosing party shall be entitled to seek injunctive relief against the threatened breach of the Agreement or the continuation of any such breach by the receiving party, without the necessity of proving actual damages or posting any bond, in addition to any other rights or remedies provided by law.

11. **SECURITY.** Each party shall comply with all Applicable Laws. Nearmap shall use reasonable physical, technical, and administrative procedures, which procedures may include SOC 2 certification or the equivalent thereof depending on the Product, designed to protect, safeguard and help prevent loss, misuse, and unauthorized access, disclosure, alteration or destruction of Customer Data, and will choose these safeguards based on the sensitivity of the information that is collected, Processed, and stored and the current state of applicable technology. Upon Customer's written request, Nearmap shall, not more than once per rolling twelve (12) months, respond to a reasonable security questionnaire provided by Customer regarding Nearmap's compliance with the obligations set forth in this Section 11. All Nearmap's responses and information provided in response to Customer's security questionnaires are Confidential Information under this Agreement. In lieu of completing Customer's security questionnaire, Nearmap may make available to Customer information regarding Nearmap's compliance with the obligations set forth in this Section 11 in the form of a copy of the summary of Nearmap's the then- current applicable security audit report.

12. **PUBLICITY.** Except as otherwise agreed in writing (email to suffice), neither party may use the other party's name, logos, or marks without such party's written pre-approval in each case.

13. **DATA PROCESSING.** Nearmap's data security and privacy practices form an integral part of Nearmap's product engineering and service delivery principles. Customer understands and acknowledges that to the extent Nearmap Processes any Personal Data, Nearmap shall do so in accordance with its privacy notice, which is available at https://www.nearmap.com/us/en/legal/privacy-policy (if contracting with Nearmap US) or https://www.nearmap.com/au/en/legal/privacy-policy (if contracting with Nearmap AU) ("Privacy Policy"); provided, however, that to the extent Customer Data includes any information which is defined as "personal data," "personal information," "personal identifiable information," or similarly defined data or information under Applicable Laws, Nearmap will Process such information as a data "processor" or "service provider" (each term, as applicable) and a list of Nearmap's sub-processors will be made available upon Customer's written request (email to suffice).

14. GENERAL TERMS

14.1. **Assignment.** The Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign the Agreement except upon the advance written consent of the other party, except that either party may assign the Agreement without such consent in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of such party's assets or voting securities (other than, in the case of Customer, to an entity that is

reasonably deemed to be a direct competitor of Nearmap). Any attempt to transfer or assign the Agreement except as expressly authorized under this Section 14.1 will be null and void.

14.2. **Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform any obligation under the Agreement if the delay or failure is due to unforeseen events which occur after the signing of the Agreement and which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, or failure or diminishment of power or telecommunications or data networks or services.

14.3. **Subcontractors.** Nearmap may use the services of subcontractors for performance of services under the Agreement, provided that Nearmap remains responsible for such subcontractors' compliance with the terms of the Agreement.

14.4. **Independent Contractors**. The parties to the Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

14.5. **Severability**. If any provision of the Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that the Agreement shall otherwise remain in effect.

14.6. **Governing Law and Venue; Waiver of Jury Trial.**

14.6.1. If Customer contracts with Nearmap AU, then the Agreement and any disputes arising out of or related hereto shall be governed by and construed in accordance with the laws of the State of New South Wales, Australia, without giving effect to its conflicts of laws rules, the United Nations Convention on the International Sale of Goods, or the Uniform Computer Information Transactions Act. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court in New South Wales). The jurisdiction and venue for actions related to the subject matter hereof shall be the state and federal courts located in New South Wales, Australia and both parties hereby submit to the personal jurisdiction of such courts. ***Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to the Agreement.***

14.6.2. If Customer contracts with Nearmap US, then the Agreement and any disputes arising out of or related hereto shall be governed by and construed in accordance with the laws of the State of Utah, United States of America, without giving effect to its conflicts of laws rules, the United Nations Convention on the International Sale of Goods, or the Uniform Computer Information Transactions Act. The jurisdiction and venue for actions related to the subject matter hereof shall be the state and United States federal courts located in Salt Lake County, Utah except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court in Salt Lake County) and both parties hereby submit to the personal jurisdiction of such courts. ***Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to the Agreement.***

14.7. **Notice**. Notwithstanding anything to the contrary herein, any notice or communication required or permitted under the Agreement shall be in writing to the parties at the addresses set forth in the applicable Order Form or at such other address as may be given in writing by either party to the other in accordance with this Section. A notice shall be deemed to have been received by the addressee (a) if given by hand, immediately upon receipt; (b) if given by overnight courier service, immediately upon receipt; or (c) if given by registered or certified mail, postage prepaid and return receipt requested, the fourth day (excluding holidays) after such notice is deposited in the mail. In addition, any legal notices to Nearmap must be delivered to the following email address: legal@nearmap.com but, notwithstanding earlier receipt via email, legal notices will be deemed received when the physical notice is received as set forth in the preceding sentence.

14.8. **Order of Precedence**. In the event of any conflict between this Master Subscription Agreement, an Order Form, and the Product-Specific Term, the order of precedence shall be (a) Order Form; (b) this Master Subscription Agreement; and (c) the Product-Specific Terms (unless expressly stated otherwise in the Product-Specific Terms), in order of appearance.

14.9. **Amendments; Waivers.** All supplements, modifications, or amendments of the Agreement shall be executed in writing by a duly authorized representative of each party to the Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under the Agreement, nor will any waiver be effective unless in writing signed by a duly authorized representative on behalf of the party claimed to have waived. Purchase orders (and similar documents) issued by Customer are for administrative purposes only (e.g., setting forth products and services ordered and associated fees) and any additional or different terms or conditions contained in any such order shall not apply (even if the order is accepted, or performed on by Nearmap).

14.10. **Interpretation.** The words "hereof," "herein," and "hereunder" and words of similar import, when used in the Agreement, will refer to the Agreement as a whole and not to any particular provision of the Agreement. Terms defined in the singular will have correlative meanings when used in the plural, and vice versa. The headings herein are for convenience of reference only, do not constitute part of the Agreement and will not be deemed to limit or otherwise affect any of the provisions hereof. Where a reference in the Agreement is made to a section, exhibit, or schedule, such reference will be to a section, exhibit, or schedule to the Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in the Agreement, they will be deemed to be followed by the words "without limitation," unless preceded by the word "not." If a link herein redirects to a geographic-specific link, including but not limited to geographic-specific sites for Australia, New Zealand, and Canada, that geographic-specific link shall be given the same effect as if it were explicitly included in the Agreement in lieu of the link from which the redirect occurred that is set forth in the Agreement.

14.11. **No Third-Party Rights.** There are no third-party beneficiaries to the Agreement.

14.12. **Export Compliance.** Each party shall comply with all applicable export and re-export control and trade and economic sanctions laws, including the Export Administration Regulations maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC), and the International Traffic in Arms Regulations maintained by the U.S. State Department. Neither party, nor any of its

subsidiaries or any person acting on its behalf or owning fifty percent (50%) or more of its equity securities or other equivalent voting interests, is (a) a person on the List of Specially Designated Nationals and Blocked Persons or any other list of sanctioned persons administered by OFAC or any other governmental entity, or (b) a national or resident of, or a segment of the government of, any country or territory for which the United States of America has embargoed goods or imposed trade sanctions.

14.13. **Compliance with Anti-corruption Laws.** Each party shall comply with the U.S. Foreign Corrupt Practices Act and any Applicable Laws related to anti-corruption of other countries, to the extent applicable. Each party shall not, at any time, directly or indirectly (through a subcontractor or other third party), pay, offer, give, or promise to pay or give, or authorize the payment of, any monies or any other thing of value to influence the improper performance of any individual government officials and employees of state-owned enterprises.

14.14. **Entire Agreement.** The Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications, relating to the subject matter of the Agreement. Unless expressly agreed between the parties in writing in an Order Form, the terms, conditions, or provisions of any purchase order, invoice, or other administrative document issued by Customer in connection with the Agreement will not modify, alter, or expand the rights, duties, or obligations of the parties under, or will not otherwise modify, the Agreement, irrespective of the timing of its issuance or any failure of Nearmap to object to such terms, conditions, or provisions.

ADDENDUM TO MASTER SUBSCRIPTION AGREEMENT
(GOVERNMENT CUSTOMERS)

1. Section 1.1 (Affiliate) of the Agreement is deleted in its entirety and replaced with the following:

" "**Affiliate**" means an entity that, directly or indirectly, controls, is controlled by, or is under common control with a party. As used herein, "control" means the power to direct the management or affairs of an entity or the beneficial ownership of fifty percent (50%) or more of the voting equity securities or other equivalent voting interests of an entity."

2. Section 1.6 (Corporations Act) of the Agreement is deleted in its entirety and replaced with "Intentionally Omitted".

3. Section 1.14 (Nearmap) of the Agreement is deleted in its entirety and replaced with the following:

" "**Nearmap**" means Nearmap US, Inc. ("Nearmap US"), with offices located at 1850 Ashton Blvd, Ste 500, Lehi, UT 84043."

4. Section 1.28 (Territory) of the Agreement is deleted in its entirety and replaced with the following:

" "**Territory**" means the United States of America. Coverage by Nearmap within the Territory is outlined at https://www.nearmap.com/us/en/current-aerial-maps-coverage."

5. Section 2.2 (Nearmap Attribution) of the Agreement is deleted in its entirety and replaced with the following:

"2.2 **Nearmap Attribution.** If Customer creates Output, Customer must expressly acknowledge Nearmap in a reasonably prominent manner on each Output (by displaying the Nearmap logo or such other attribution as reasonably requested by Nearmap), as the source of any data underlying the Output. Unless otherwise permitted in writing by Nearmap, Customer must not remove or cause to be removed any Nearmap logo, watermark, or other Nearmap attribution in any Output. Customer must include all requisite legends indicating and preserving Nearmap's rights in and to the Products. All Output must include the following copyright notice on the work: "Created with [TITLE OF PRODUCT]©[year] Nearmap US, Inc.".

6. A new section 2.10 (Data Use for Government Customers) is inserted into the Agreement as follows:

"2.10 **Government Products.** Where the Customer purchases unlimited allowance Products, if set forth in the applicable Order Form, that are exclusively offered to government customers ("**Government Products**"), these Government Products will be subject to Nearmap's Fair Use Policy, which is available at https://www.nearmap.com/legal/fair-use-policy. The following conditions will apply to the Customer's use of Government Products: (a) the amount of Nearmap Data used by Customer when accessing the Government Products will be monitored and then calculated at the end of every Subscription Term based on the total data of all Authorized Users who access and use Customer's Nearmap account during the Subscription Term; and (b) if the Customer elects to download and/or export Government Products available to Customer through the Platform, this will be applied to the calculation of the Licensee's use of the Government Products."

7. Section 5.1 (Fees and Payment) is deleted in its entirety and replaced with the following:

"5.1 **Fees and Payment.** All undisputed fees set forth in the Order Form (the "Fees") shall be paid in accordance with the payment terms outlined in the Order Form. All Fees are due and payable in advance at the start of the applicable Subscription Term (and each renewal term), and except as set forth in an Order Form, all payments shall be made in the currency detailed in the invoice provided by Nearmap via ACH, credit card, or such other method as Nearmap communicates to Customer. Except as expressly set forth in Section 7.1, or 9.1(iii), all Fees are nonrefundable. Fees for the Products are based on units purchased during the Subscription Term and not actual usage. Customer acknowledges and agrees that the number of units purchased cannot be decreased during a Subscription Term and that the units purchased will not roll over to the next Renewal Subscription Term.

8. Section 5.2 (Excess Fees) of the Agreement is deleted in its entirety and replaced with the following:

"5.2 **Excess Fees.** With the exception of Government Products, Customer is responsible for paying all actual excess fees incurred by Nearmap based on: excess data, storage, processing, API calls, and access fees charged by Nearmap's third-party cloud service providers as a result of Customer's use in excess of the amount(s) permitted in the Agreement."

9. Section 5.4 (Taxes) of the Agreement is deleted in its entirety and replaced with the following:

"5.4 **Taxes**. Customer will be responsible for the payment of any and all local, state, federal, levies, and duties of any nature, including value-added, sales, use, and withholding taxes. Customer is responsible for paying all taxes, excluding only taxes based on Nearmap's net income. If Nearmap has the legal obligation to pay or withhold taxes for which Customer is responsible under this Section 5.4, the appropriate amount shall be invoiced to and paid by Customer unless Customer is exempt from paying such taxes or subject to a reduced state of withholding tax and the Customer provides Nearmap with proof of a valid tax exemption certificate authorized by the appropriate taxing authority."

10. Section 5.5 (Audit) of the Agreement is deleted in its entirety and replaced with "Intentionally Omitted".

11. Section 6.2 (Termination) of the Agreement is deleted in its entirety and replaced with the following:

"6.2 **Termination**. Either party may terminate the Agreement if the other party (a) fails to cure any material breach of the Agreement (including a failure to pay Fees) within thirty (30) days after written notice (such notice must contain sufficient detail as to the nature of the breach and state the intent to terminate and email notice is valid only in the case of termination

for non-payment of Fees); (b) ceases operation without a successor; (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter); or (d) if applicable, a party suspends payment of its debts generally, or is or becomes unable to pay its debts when they are due.

6.2.1. **Non Appropriation of Funding.** Nearmap acknowledges that the terms of the Agreement are contingent upon appropriation of Federal, State, or other sources of funding being provided to Customer, and that funding is on a fiscal year basis and subject to annual appropriations. Should Customer not receive funding during the Subscription Term, Customer shall be permitted to terminate the remaining Subscription Term of the Agreement at the end of the current appropriation period without further obligation or penalty, upon no less than thirty (30) days written notice before the end of the current appropriation period. Customer agrees to submit certified evidence to Nearmap of such non-appropriation of funding. Such termination will not affect Customer's obligation with Fees during the current fiscal year for which funding is received and any termination of the Agreement will not entitle Customer to a refund of any prepaid Fees. Customer agrees that it will use best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the Subscription Term sufficient funds to meet its obligations under the Agreement."

12. Section 7.3 (Limited Warranty, Disclaimer) is deleted in its entirety and replaced with "Intentionally Omitted".

13. Section 9.2 (Customer Indemnification) of the Agreement is deleted in its entirety and replaced with "Intentionally Omitted".

14. Section 13 (Data Processing) of the Agreement is deleted in its entirety and replaced with the following:

"13. **DATA PROCESSING**. Nearmap's data security and privacy practices form an integral part of Nearmap's product engineering and service delivery principles. Customer understands and acknowledges that to the extent Nearmap Processes any Personal Data, Nearmap shall do so in accordance with its privacy notice, which is available at https://www.nearmap.com/us/en/legal/privacy-policy ("**Privacy Policy**"); provided, however, that to the extent Customer Data includes any information which is defined as "personal data," "personal information," "personal identifiable information," or similarly defined data or information under Applicable Laws, Nearmap will Process such information as a data "processor" or "service provider" (each term, as applicable) and a list of Nearmap's sub-processors will be made available upon Customer's written request (email to suffice)."

15. Section 14.6 (Governing Law and Venue; Waiver of Jury Trial) is deleted in its entirety and replaced with the following:

"14.6 **Governing Law and Venue; Waiver of Jury Trial.** The Agreement and any disputes arising out of or related hereto shall be governed by and construed in accordance with the laws of the State of Utah, United States of America, without giving effect to its conflicts of laws rules, the United Nations Convention on the International Sale of Goods, or the Uniform Computer Information Transactions Act. The jurisdiction and venue for actions related to the subject matter hereof shall be the state and United States federal courts located in Salt Lake County, Utah except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court in Salt Lake County) and both parties hereby submit to the personal jurisdiction of such courts. **Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to the Agreement.**"

16. Section 14.8 (Order of Precedence) is amended to insert the following language at the end of the section:

"If Customer purchases the Products through a reseller, the terms and conditions under this Agreement will apply. This Agreement between Nearmap and Customer supersedes all terms and conditions attached to Customer's and/or reseller's purchase order."

FAIR USE POLICY

General

1. It is important to Nearmap that all customers are able to access the Products and Services. Accordingly, we have devised a Fair Use Policy that applies to the data usage of the Products and Services.

2. In this Fair Use Policy:

a. **Excessive Use** has the meaning given to that term in section 7 of this Fair Use Policy;
b. **Fair Use Policy** means this policy;
c. **Nearmap, we, us or our** means Nearmap US, Inc.;
d. **Products** has the meaning given to that term in Your Nearmap Agreement;
e. **Services** has the meaning given to that term in Your Nearmap Agreement;
f. **You** or **Your** means any customer of Nearmap;
g. **Your Nearmap Agreement** means the agreement pursuant to which Nearmap provides You with various products and services; and
h. **Unreasonable Use** has the meaning given to that term in section 5 of this Fair Use Policy.

3. We reserve the right to vary the terms of this Fair Use Policy from time to time.

4. This Fair Use Policy is in addition to Your Nearmap Agreement and in the event of any inconsistency between the terms of this Fair Use Policy and the terms and conditions of Your Nearmap Agreement, Your Nearmap Agreement prevails.

Unreasonable Use

5. We consider Your use of the Products and Services unreasonable where You use it in a manner which is reasonably considered by Nearmap to be fraudulent use, to be contrary to Your Nearmap Agreement or to adversely affect other Nearmap customers' use of or access to the Products and Services.

6. Among other things, "fraudulent use" includes resupply of the Products and Services without Nearmap's consent so that someone else may access or use the Products and Services or take advantage of the Products and Services.

Excessive Use

7. Excessive Use is a continuing and unreasonably disproportionate use of the Products and Services when compared to other average individual named users.

Nearmap's Rights

8. Where Your use of the Products and Services constitutes Unreasonable Use and/or Excessive Use, Nearmap may contact You to discuss changing Your usage pattern so that it conforms with this Fair Use Policy, or to upgrade to a more suitable Product or Service (if applicable).

9. If, after Nearmap has contacted You, Your Unreasonable Use and/or Excessive Use continues, Nearmap may, without further notice to You:

a. restrict Your access to low resolution imagery for the remainder of the month; and/or
b. restrict Your access to low resolution imagery for the remainder of the month until Your data allowance is reset at the beginning of the next month (if applicable); and/or
c. restrict Your access for the remainder of the month; and/or
d. restrict Your access to Nearmap until Your data allowance is reset at the beginning of the next month (if applicable); and/or
e. immediately cease Your access to Nearmap; and/or
f. exercise any other right available to Nearmap under the terms of Your Nearmap Agreement.

Nearmap

NEW SUBSCRIPTION QUOTE

Nearmap US, Inc.
1850 W Ashton Blvd, Suite 500
Lehi, UT 84043, USA
Phone: +1 (801) 609 7250

Customer Name	Avon Township, IL	**Quote Number**	Q116902
Contract Commencement	Contract commences upon signing of quote.	**Quote Expiry**	03/10/2026
Subscription Term	12 Month	**Account Rep**	Tricia Pless tricia.pless@nearmap.com
Subscription Start Date	02/10/2026	**Payment Term**	Net 30
		Payment Method	Invoice
Bill To	Avon Township, IL Cynthia Brust 427 East Washington Street, Round Lake Park, Illinois, 60073 847-546-2146 cbrust@avonassessor.org	**Ship To**	Avon Township, IL Cynthia Brust 427 East Washington Street, Round Lake Park, Illinois, 60073 847-546-2146 cbrust@avonassessor.org

PRODUCT	ALLOWANCE	COVERAGE	SEATS
ArcGIS Integration	NA	NA	NA
ArcGIS Evaluation	NA	Nationwide	NA
Nearmap Oblique for ArcGIS	NA	Nationwide	NA
Nearmap Oblique for Government	NA	Nationwide	Unlimited
		Total	**USD $16,750.00**

This was 1st contract
$16,750.00 a
year

Avon Township Assessor's Report
June 2026 - Additional

Response to VII. New Business C. Discussion and Possible Action on NearMap Contract

The invoice and executed contract have been sent to the Board's review. This agreement has already been fully executed. (A copy will be available)

The Board was previously informed that I was pursuing this program. The original quoted price was $16,750 annually; however, through direct negotiation, a governmental rate of $7,000 per year was secured. The contract term is 48 months, for a total cost of $28,000.

This expenditure is already included in the approved 2026 Assessor's Budget, which has been adopted by both the Board and the Supervisor.

Accordingly, this matter has already been reviewed, approved, and budgeted. Despite this, the Assessor's Office has been subjected to months of repeated inquiries and continued scrutiny on this issue that has already been resolved.

My statement pertaining to Nearmap.

The Avon Township Board has discussed this subject of the Nearmap contract many times. It was approved. It was approved as a line item on the Assessor's budget.

Patty Sloan took advantage of the Assessors offer to learn about Nearmap. Patty was shown how this app provides information needed to accomplish the mission of the Assessor's office.

At this time, I believe this agenda item regarding the Nearmap contract for the third time may be intended to target or unfairly harass the Assessor.

Respectfully submitted by,
Lizbeth Henning
Avon Township Trustee
Sunday, June 7, 2026

Michele Baumann 6-9-26

The Nearmap contract was included in the agenda for transparency and follow up.

When the Assessor entered into the contract originally – she entered into a 4 year contract. At that time, the Board had not seen a contract nor had the Board approved of a multi-year contract in that amount.

So at the time the contract was entered into, there was no appropriation for that amount.

When it was discussed at last month's meeting, the Board was told that a copy of the contract had been ~~sent~~ given to our Finance Director. In discussions with the Finance Director, Anmarie, after last month's meeting, I learned that the contract had not been given to Anmarie as reported. Likewise, Anmarie's follow up questions related to the contract went unanswered.

Going forward, we need to make sure that any approval for an amount that exceeds what has been previously appropriated for a contract or service, is first approved by the Board – before it is executed.

Otherwise, legally the Township will have no responsibility to fulfill those obligations.

There is no need to take action on this agenda item. I wanted to report on what I learned so that we are all on the same page. And we make sure that we do our due diligence going forward.

Note: Item was dropped from agenda due to Bob Kula not being available for the meeting. To be included in next meeting agenda.

AVON TOWNSHIP HIGHWAY DEPARTMENT AGENDA ITEMS FOR THE JUNE 9, 2026, BOARD MEETING	DUE: 6/3/2026

1.	VACATING PROPERTY AT THE DEAD END OF W LAKE AVE, ROUND LAKE, IN WHITEWOOD SUBDIVISION (DISCUSSION ONLY)

E) Discussion and Possible Action to Approve Costs for Surveying Work for a Plat of Survey for Avon Township Center

Note: Item dropped from agenda due to still waiting for more quotes to come in for board to evaluate. Will be on agenda at next meeting.

URIOSTEGUI GROUP COMPANY

39250 Castleford Ln., Beach Park, LI 60083

Bill to Avon Township: 433 E Washington Street

Round Lake Park, Illinois 6073

Estimate details

Estimate number: 1009 Estimate date: 03/10/2026

urosteguijoel@yahoo.com 1+(214) 991-4729

Product or service Sales Description

Project 1: **Rate: $1500.00** **Amount: $1500.00**

Initial Clean Up Location of service: North, East, and West sides of building

The Initial Clean Up provides a thorough clean-up of the property and includes the following services:

- All debris from the landscape beds is collected and removed.
- All landscape beds where soil is exposed are cleared of weeds.
- All landscape beds are spade edged.
- All shrubs and trees less than 10' in height are trimmed and pruned to remove winter damage.
- All dead shrubs are removed.
- All lawn waste is removed from site and disposed at an authorized recycling center.
- All hard surfaces are blown clean upon completion of the services.

Project 2: **Rate: $1000.00** **Amount: $1000.00**

Installation of Mulch Location of service: North, East, and West sides of building

UGC will provide and install Premium Mulch to all landscape beds.

Project 3: **Rate: $160.00** **Amount: $160.00**

Maintain Landscape Beds Location of service: North, East, and West sides of building

UGC will maintain all landscape beds from the initial clean up service. All landscape beds will be cleared of weeds and debris.

Total Invoice: $2660.00

Services will begin two weeks after the completion of the initial Clean Up and end on November 30th, 2026. (Cost Per Biweekly Visit $160.00)

Ship to:

Avon Township

433 E Washington Street

Round Lake Park, Illinois 60073

Signed: _____ Accepted Date: _____

Landscaping Work To-Do List

Questions / Clarifications Needed

- How deep is mulch laid down? What is "premium mulch"?
- What is the fertilization process/method?
- Should cardboard be used under mulch to suppress weeds?
- What is the passcode for the Avon Township sign?
- Where will the spigot be located?
- What perennials come in red, white, and blue for planting under the flagpole (Salvias?)
- Get pricing on tree pruning

Signs & Structures

- Avon Township sign is fading — look into repairing or replacing it (lettering/message cannot be changed)
- Add plant identification signs throughout (see plant list below)
- Order window clings for inside windows where boxes and supplies show through

Trees

- Prune the 3 oak trees on the front lawn
- Check Canadian Serviceberry for health and correct any pruning issues

Shrubs & Plants — Remove / Replace

- Pull existing hydrangeas (old, neglected) — determine replacements
- Replace Reed Canary Grass with native plants — clear grass, rototill, lay cardboard, add sign about chemical-free weed removal

Planting

- Purchase new plants during fall landscaping sales
- Plant hostas and/or violets along long front stretch by driveway (consider adding Comfrey between plants)
- Plant red, white, and blue flowers under the flagpole
- Develop Fairy Garden — include table and chairs
- Put in cardboard and mulch by children's garden
- Pot at bench near food pantry entrance

- Pot at 2nd entrance bench
- Big pot at entrance by health department (3 pots total — one by each door)
- Consider planting Northern Bayberry (note: may need to clear area first)

Weeding & Mulching

- Pull all weeds between bushes
- Mulch all cleared areas
- Trim bushes at main entrance and throughout

Fertilizing

- Apply fertilizer (method/product TBD based on answer to question above)

Future / Ongoing

- Add a second flagpole
- Request a schedule from the landscaping contractor
- Take/organize photos by location for reference (14 photo points already noted)

Plant Reference List

Plant	Notes	Symbolism
Clematis Florida Passion Flower Clematis		
Woodland Sage		
Henbit / Deadnettle	Herb	
Eastern Bluestar	Native	
Giant Onion (Allium)	Herb, Pollinator	Unity, Humanity, Patience
Heartleaf Foamflower	Herb, Non-toxic	
Culver's Root (Veronicastrum virginicum)	Herb, Non-toxic, Pollinator	Dignity
Smooth Phlox (Phlox glaberrima)	Herb, Pollinator	Our souls are united
Valerian (Valeriana officinalis)	TOXIC to humans, Herb, Pollinator, attracts hummingbirds	Love, sleep, purification
Spearmint (Mentha spicata)	Herb, Pollinator, dense growth shelters small animals & insects — note: roots suppress rival plants	Hope to meet you again, warm feelings
Ditch Lily / Orange Lily (Hemerocallis fulva)	Herb	A mother's love and devotion, purity, joy, passion
Swamp White Oak (Quercus bicolor)		Protection, health, money
Northern Bayberry (Morella pensylvanica)	Used for visions and divining	Illusions and appearances
Canadian Serviceberry (Amelanchier canadensis)	Pollinator, fruit for birds	The cycle of the year, feminine health and fertility, abundance

Received 6-9-26 4pm

From: Michele Bauman
Sent: Tuesday, June 9, 2026 1:26 PM
To: 'Cyril Anand'
Subject: RE: Support for Resolution opposing proposed T5 AI hyperscaler project in Grayslake

Hi Cyril,

Thank you for contacting me. I appreciate hearing from our community members about their concerns regarding the Grayslake data center. I invite you to attend the Board Meeting tonight at 6:30 p.m. Our address is 433 E. Washington St, Round Lake Park. Again, thank you for sharing your comments and concerns.

Enjoy the rest of your day,
Michele

From: Cyril Anand <cyrilanand.01@gmail.com>
Sent: Tuesday, June 9, 2026 11:28 AM
To: Michele Bauman <MBauman@avonil.us>
Subject: Support for Resolution opposing proposed T5 AI hyperscaler project in Grayslake

Dear Supervisor Bauman,

I am a resident of Mariner's Cove in Third Lake, IL and I'm writing to express my strong support for the resolution opposing the proposed T5 AI hyperscaler project in Grayslake.

Along with other residents, I am concerned about the plan to destroy the 16-acre wetland at the headwaters of Mill Creek. The loss of this wetland could significantly increase flooding risks and contribute to additional siltation in Third Lake, undermining multi-year work to improve stormwater management and protect our waterways.

I am concerned about the potential impacts on air quality, noise levels, and heat generation associated with this development.

I'll add to this that the ecological impact is devastating. Not just the possible changes to our waterways but the hum of their equipment has shown to be a significant detriment to the mental health of those around it due to it being even louder at night and disrupting the sleep cycle. Obviously, that noise and heat and water contamination are also not compatible with maintaining pollinators and wildlife around. Even if we are lucky enough to be physically distant from the campus, fish, bees, birds and the rest of our wildlife will sadly disappear.
To top it off, the economic burden of litigation against the company will go to the home owners. If we want to argue about contamination, we'll have to send the samples and get them especially tested at our expense.

Please support the resolution and help protect our community, our lake, and our environment.

Michele Bauman

From: Michele Bauman
Sent: Monday, June 8, 2026 8:35 PM
To: 'Christine Gilvey'
Subject: RE: T5 AI hyperscaler / Mill Creek Wetland

Hi Christine,

Thank you for contacting me. I appreciate hearing from our community members about their concerns regarding the Grayslake data center. I invite you to attend the Board Meeting tomorrow at 6:30 p.m., which is on the agenda. Our address is 433 E. Washington St, Round Lake Park. Again, thank you for sharing your comments and concerns.

Enjoy the rest of your night,
Michele

From: Christine Gilvey <christinegilvey@hotmail.com>
Sent: Monday, June 8, 2026 10:47 AM
To: Michele Bauman <MBauman@avonil.us>
Subject: T5 AI hyperscaler / Mill Creek Wetland

Dear Supervisor Bauman,

I am a resident of Mariner's Cove and am writing to express my strong support for the resolution opposing the proposed T5 AI hyperscaler project in Grayslake.

I am particularly concerned about the plan to destroy the 16-acre wetland at the headwaters of Mill Creek. The loss of this wetland could significantly increase flooding risks and contribute to additional siltation in Third Lake, undermining years of work to improve stormwater management and protect our waterways.

I am also concerned about the potential impacts on air quality, noise levels, and heat generation associated with this development.

Please support the resolution and help protect our community, our lake, and our environment.

Thank you for your consideration.

Sincerely,

Christine Gilvey
Mariner's Cove Resident

Pg 2

Michele Bauman

From: chpado <chpado@pm.me>
Sent: Monday, June 8, 2026 10:25 AM
To: Michele Bauman
Subject: YES on Resolution in Opposition to T5 Grayslake

Supervisor Bauman,

As a resident of Mariner's Cove in Third Lake who cannot attend tomorrow's Board meeting, I am writing to urge you vote YES on the resolution in opposition to T5 Grayslake.

As you may know, they are proposing to fill in the 16 acre wetland at the head of Mill Creek. Mill Creek feeds into Third Lake. According to our Lake County Board Member, John Wasik, each acre of wetland can retain and filter 1 million gallons of storm water. That's 16 million gallons of storm water that may cause downstream flooding. You may also know that Mr. Wasik, Butch Buckley and the Village of Third Lake, the Village of Grayslake and the Forest Preserve collaborated on a project at Linden Lane to reduce flooding there as well as mitigate siltation of Third Lake. All of this is threatened by the proposed wetland destruction.

Of course, the impact to Third Lake is not the only issue impacting us. With likely hundreds of diesel generators that will need to be tested frequently and will kick in when our grid operator PJM has a grid overload issue, we can also expect more air quality problems from diesel emissions.

It's also quite possible that homes, schools and businesses may experience the low frequency hum from the fans and generators that we cannot block out (think ongoing leaf blower noise). In Virginia, there have been noise complaints from as far as 5 miles from these operations.

And we can likely expect hotter days as the heat from the processing ranks is vented into the atmosphere. Recent data indicates this heat island effect can extend as far as six miles Besides higher electricity prices, we'll also be running our ACs more.

Finally, we can reasonably expect that all of this can have a depressing effect on property values.

While I know the Township cannot directly effect the T5 Grayslake situation, it is important that elected officials and governing bodies at all levels make their opposition and concerns clear. Please vote YES on the resolution in opposition to T5 Grayslake.

Christine Pado
165 Mainsail Drive
Third Lake, IL 60030

Pg. 3

From: Michele Bauman
Sent: Monday, June 8, 2026 8:51 PM
To: 'Hayley Martin'
Subject: RE: data center impact on my lake

Hi Hayley,

Thank you for contacting me. I appreciate hearing from our community members about their concerns regarding the Grayslake data center. I invite you to attend the Board Meeting tomorrow at 6:30 p.m. Our address is 433 E. Washington St, Round Lake Park. Again, thank you for sharing your comments and concerns.

Enjoy the rest of your night,
Michele

From: Hayley Martin <hmartin0788@gmail.com>
Sent: Monday, June 8, 2026 5:26 PM
To: Michele Bauman <MBauman@avonil.us>
Subject: data center impact on my lake

Good evening Supervisor Bauman,

It has come to my attention that the proposed T5 project plans to fill a large part of the Mill Creek wetland. I studied water policy in college and it is quite clear that removing such a large portion of wetland could have detrimental impact on Third Lake, which I live on. Not only am I significantly worried about how such an act could greatly degrade the water quality of my lake, but I am also concerned about the heightened risk of flooding. I was born and raised in mariners cove and 8 years ago bought a house of my own in the neighborhood. Over the decades I have seen the neighborhood experience some pretty significant flood events. Living on the lake makes those event potentially devasting to my basement and property. Allowing a commercial entity with no pride and passion for the community to threaten the long term stability and safety of my home is heartbreaking.

Besides the numerous impacts this can have on the wildlife, the air quality, electric bill, I ask that you do all you can to prevent this project from moving forward. While I know this problem of "not in my backyard" is something all these data centers face, our town is named Third Lake. The community has spent a lot of time, money and effort to revitalize the water quality of Third Lake after the pollution of the gelatin factory. Don't let those efforts be for nothing by handing it over to this T5 project.

Many thanks for your attention and support to stop this project,

Hayley Martin
212 Mainsail

Pg 4

From: Michele Bauman
Sent: Monday, June 8, 2026 8:47 PM
To: Adrianne Kayner
Subject: RE: Data center

Hi Adrianne,

Thank you for contacting me. I appreciate hearing from our community members about their concerns regarding the Grayslake data center. I invite you to attend the Board Meeting tomorrow at 6:30 p.m. Our address is 433 E. Washington St, Round Lake Park. Again, thank you for sharing your comments and concerns.

Enjoy the rest of your night,
Michele

-----Original Message-----
From: Adrianne Kayner <kaynera@icloud.com>
Sent: Monday, June 8, 2026 3:23 PM
To: Michele Bauman <MBauman@avonil.us>
Subject: Data center

Hello. I live in Third lake in Mariner's Cove. I wanted to let you know of my support of the resolution today. I am concerned about flooding, air conditioning cost and environmental impacts of this center. I appreciate your support in this matter. Thanks!
Adrianne Kayner
Sent from my iPhone

Pg 5

Michele Bauman

From: Michele Bauman
Sent: Monday, June 8, 2026 8:44 PM
To: 'rich.klarck@gmail.com'
Subject: RE: Resolution against T5 project

Hi Richard,

Thank you for contacting me. I appreciate hearing from our community members about their concerns regarding the Grayslake data center. I invite you to attend the Board Meeting tomorrow at 6:30 p.m. The data center is on the agenda. Our address is 433 E. Washington St, Round Lake Park. Again, thank you for sharing your comments and concerns.

Enjoy the rest of your night,

From: rich.klarck@gmail.com <rich.klarck@gmail.com>
Sent: Monday, June 8, 2026 1:02 PM
To: Michele Bauman <MBauman@avonil.us>
Subject: Resolution against T5 project

Dear Supervisor Bauman,

I wanted to reach out and express my strong support for the resolution opposing the proposed T5 AI hyperscaler project in Grayslake. I am a resident of Mariner's Cove in Grayslake.

I understand that the plan for the project includes destroying the 16-acre wetland at Mill Creek. Not only can the loss of the wetland significantly increase flooding risks and contribute to additional siltation in Third Lake, it also undermines previous work to improve stormwater management and protection of our lakes.

I am also concerned about the potential impacts on air quality, noise levels, and heat generation associated with this development.

Please support the resolution and help protect our community.

Thank you!

Richard Klarck
Mariner's Cove Resident

Richard Klarck, DDS, MS

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From: Michele Bauman
Sent: Monday, June 8, 2026 8:41 PM
To: 'Marisa Cameron'
Subject: RE: Resolution support

Hi Marisa,
Thank you for contacting me. I appreciate hearing from our community members about their concerns regarding the Grayslake data center. I invite you to attend the Board Meeting tomorrow at 6:30 p.m. The data center is on the agenda. Our address is 433 E. Washington St, Round Lake Park. Again, thank you for sharing your comments and concerns.

Enjoy the rest of your night,
Michele

-----Original Message-----
From: Marisa Cameron <marisacameron442@yahoo.com>
Sent: Monday, June 8, 2026 12:50 PM
To: Michele Bauman <MBauman@avonil.us>
Subject: Resolution support

I'm a resident of Mariners Cove, on Lighthouse Lane, Druce Lake side and I'm in support of the resolution regarding the T5 expansion. Flooding concerns, air quality concerns and electric grid concerns need to be addressed.
Thank you.
Marisa Cameron

Sent from my iPhone

From: Michele Bauman
Sent: Monday, June 8, 2026 8:11 PM
To: 'Jeanne Marie Dauray'
Subject: RE: Hoping to a have a quick conversation

Hi Jeanne,

Sorry for not getting back to you sooner. I will be crazy busy before the meeting. Can I call you tomorrow? What is your number? Or do you want to share via email?

Thank you,
Michele

From: Jeanne Marie Dauray <jeannedauray@gmail.com>
Sent: Sunday, June 7, 2026 7:52 PM
To: Michele Bauman <MBauman@avonil.us>
Subject: Hoping to a have a quick conversation

Hi Michelle,

Hope you are doing well. It's been a while. I was hoping you might have 5 minutes to have a quick chat before the township meeting. Some crazy is afoot and I want to help you avoid it.

All the best,
Jeanne

Jeanne Marie Dauray
Round Lake, IL 60073
Mobile (814) 598-8532

8

AVON TOWNSHIP

RESOLUTION

RS 2026-0609-001

A RESOLUTION OF AVON TOWNSHIP, LAKE COUNTY, ILLINOIS, EXPRESSING OPPOSITION TO THE PROPOSED T5 DATA CENTER DEVELOPMENT IN THE VILLAGE OF GRAYSLAKE

WHEREAS, Avon Township is committed to protecting the health, safety, welfare, quality of life, and environmental resources of its residents; and

WHEREAS, the proposed T5 Data Center development in the Village of Grayslake represents a large-scale industrial facility that may significantly impact neighboring communities, including residents of Avon Township; and

WHEREAS, data centers are known to consume substantial amounts of electrical power and water resources, potentially placing increased demands upon regional utility infrastructure and natural resources; and

WHEREAS, the proposed development may generate increased traffic, construction impacts, noise from mechanical equipment and backup generators, and other environmental concerns that may affect nearby residential neighborhoods and public spaces; and

WHEREAS, Avon Township residents have expressed concerns regarding the scale of the proposed facility, its compatibility with surrounding land uses, and its potential long-term impacts on property values, environmental quality, and community character; and

WHEREAS, the Township believes that regional projects of this magnitude should undergo rigorous public review and consideration of their cumulative impacts upon neighboring jurisdictions; and

WHEREAS, Avon Township supports responsible economic development but believes such development must be balanced with the protection of residential communities, natural resources, and the long-term interests of local residents;

AVON TOWNSHIP

RESOLUTION

RS 2026-0609-001

NOW, THEREFORE, BE IT RESOLVED by the Township Board of Avon Township, Lake County, Illinois, as follows:

SECTION 1. The Avon Township Board hereby formally expresses its opposition to the proposed T5 Data Center development in the Village of Grayslake.

SECTION 2. The Township Board urges the Village of Grayslake, the Lake County Board, applicable regulatory agencies, and all reviewing authorities to carefully evaluate the potential impacts of the proposed development on neighboring communities, including impacts related to energy consumption, water usage, traffic, noise, environmental quality, public infrastructure, and community character.

SECTION 3. The Township Board requests that any review of the proposed development include comprehensive environmental, traffic, utility, and economic impact analyses, together with meaningful opportunities for public participation and comment.

SECTION 4. The Township Board directs the Township Supervisor to transmit copies of this Resolution to the Village President and Board of Trustees of the Village of Grayslake, the Lake County Board Chairman and Members of the Lake County Board, the Lake County Planning, Building and Development Department, state legislators representing the area, and any other governmental agencies involved in the review of the proposed project.

SECTION 5. This Resolution shall be in full force and effect immediately upon its passage and approval as provided by law.

PASSED and approved: _____ day of _____, 2026.

Township Supervisor: _____

Township Clerk: _____

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED: _____

AVON TOWNSHIP

RESOLUTION

RS 2026-0609-001

A RESOLUTION OF AVON TOWNSHIP, LAKE COUNTY, ILLINOIS, EXPRESSING OPPOSITION TO THE PROPOSED T5 DATA CENTER DEVELOPMENT IN THE VILLAGE OF GRAYSLAKE

WHEREAS, Avon Township is committed to protecting the health, safety, welfare, quality of life, and environmental resources of its residents; and

WHEREAS, the proposed T5 Data Center development in the Village of Grayslake represents a large-scale industrial facility that may significantly impact neighboring communities, including residents of Avon Township; and

WHEREAS, data centers are known to consume substantial amounts of electrical power and water resources, potentially placing increased demands upon regional utility infrastructure and natural resources; and

WHEREAS, the proposed development may generate increased traffic, construction impacts, noise from mechanical equipment and backup generators, and other environmental concerns that may affect nearby residential neighborhoods and public spaces; and

WHEREAS, Avon Township residents have expressed concerns regarding the scale of the proposed facility, its compatibility with surrounding land uses, and its potential long-term impacts on property values, environmental quality, and community character; and

WHEREAS, the Township believes that regional projects of this magnitude should undergo rigorous public review and consideration of their cumulative impacts upon neighboring jurisdictions; and

WHEREAS, Avon Township supports responsible economic development but believes such development must be balanced with the protection of residential communities, natural resources, and the long-term interests of local residents;

AVON TOWNSHIP

RESOLUTION

RS 2026-0609-001

NOW, THEREFORE, BE IT RESOLVED by the Township Board of Avon Township, Lake County, Illinois, as follows:

SECTION 1. The Avon Township Board hereby formally expresses its opposition to the proposed T5 Data Center development in the Village of Grayslake.

SECTION 2. The Township Board urges the Village of Grayslake, the Lake County Board, applicable regulatory agencies, and all reviewing authorities to carefully evaluate the potential impacts of the proposed development on neighboring communities, including impacts related to energy consumption, water usage, traffic, noise, environmental quality, public infrastructure, and community character.

SECTION 3. The Township Board requests that any review of the proposed development include comprehensive environmental, traffic, utility, and economic impact analyses, together with meaningful opportunities for public participation and comment.

SECTION 4. The Township Board directs the Township Supervisor to transmit copies of this Resolution to the Village President and Board of Trustees of the Village of Grayslake, the Lake County Board Chairman and Members of the Lake County Board, the Lake County Planning, Building and Development Department, state legislators representing the area, and any other governmental agencies involved in the review of the proposed project.

SECTION 5. This Resolution shall be in full force and effect immediately upon its passage and approval as provided by law.

PASSED and approved: 9 day of June, 2026.

Township Supervisor: _____

Township Clerk: Tracey Repa

AYES: 4 Abstained: 1

NAYS: _____

ABSENT: Ø

APPROVED: Yes

Mochila

RESOLUTION NO. ___-2026

A RESOLUTION SUPPORTING TRANSPARENCY, PUBLIC INFORMATION, AND COMMUNITY ENGAGEMENT REGARDING THE T5 DATA CENTER PROJECT

WHEREAS, Avon Township is committed to serving the residents of Avon Township through direct services, community support, transparency, and responsible local government; and

WHEREAS, Avon Township's primary responsibility is to provide services, assistance, resources, and support to residents and to advocate for transparency and access to information on matters affecting the community; and

WHEREAS, residents of Avon Township have expressed a variety of questions, concerns, and viewpoints regarding the T5 Data Center project located within the Village of Grayslake; and

WHEREAS, Avon Township recognizes that the project was approved by governmental entities with jurisdiction over zoning, land use, and development decisions; and

WHEREAS, Avon Township is not the permitting, zoning, or regulatory authority for the project; and

WHEREAS, Avon Township recognizes that information regarding the long-term impacts of the project continues to evolve and that residents are seeking accurate and verifiable information to better understand those impacts; and

WHEREAS, residents have requested additional information regarding potential impacts related to infrastructure, water usage, energy demand, environmental considerations, traffic, noise, emergency preparedness, and long-term community impacts; and

WHEREAS, the T5 Data Center project has the potential to generate economic benefits, including increased tax revenue, infrastructure investment, and other contributions to governmental services within Lake County and the surrounding region, and Avon Township believes residents should have access to information regarding both the potential benefits and potential impacts of the project; and

WHEREAS, Avon Township believes residents deserve access to accurate information, transparency, and opportunities for meaningful public engagement;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP BOARD OF AVON TOWNSHIP:

Section 1. Avon Township acknowledges the questions and concerns expressed by residents regarding the proposed T5 Data Center project located within the Village of Grayslake and supports their right to seek information and participate in public discussions.

Section 2. Avon Township recognizes that residents hold differing opinions regarding the project and encourages respectful dialogue based on facts, transparency, and community engagement.

Section 3. Avon Township encourages continued public communication from all governmental agencies, utility providers, and other entities involved in the project regarding matters that may affect surrounding communities. Avon Township further encourages that information provided to the public be accurate, supported by reliable sources, and independently verifiable whenever possible so residents can make informed decisions based on verified information rather than speculation or misinformation.

Section 4. Avon Township requests the continued public release of objective information and available data related to infrastructure impacts, water usage, energy demand, environmental monitoring, traffic, noise mitigation, and emergency preparedness. Transparency and the public release of reliable information benefit residents, governmental agencies, and project stakeholders alike.

Section 5. Avon Township encourages ongoing opportunities for residents to ask questions, receive updates, and participate in public forums regarding the project. Avon Township further encourages ongoing public updates throughout the development and operation of the project so residents may remain informed as new information becomes available.

Section 6. Avon Township's primary responsibility remains providing services, assistance, and resources to residents. This Resolution is intended to support transparency, public information, and community engagement and shall not be interpreted as expanding the Township's regulatory authority.

Section 7. Nothing in this Resolution shall be construed as an endorsement or opposition to the T5 Data Center project. Rather, this Resolution reflects Avon

Township's commitment to transparency, accountability, and ensuring residents have access to accurate information and meaningful public engagement.

Section 8. Avon Township recognizes that reasonable people may hold differing opinions regarding the project. The Township encourages respectful discussion, transparency, and fact-based decision-making while remaining focused on the well-being, health, safety, and quality of life of residents and the strength of the community.

PASSED AND APPROVED this ___ day of _____, 2026.

AVON TOWNSHIP BOARD

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

_____

Township Supervisor

ATTEST:

_____

Township Clerk