



## BOARD OF TRUSTEES VILLAGE BOARD MEETING

Tuesday, January 09, 2024 at 8:00 PM

Village Hall Board Room 118 W. Cook Avenue Libertyville, IL 60048

### AGENDA

#### Corrected Agenda

1. **Roll Call**
2. **Items Not on the Agenda** | *Presentation of items not on the Agenda will be limited to three (3) minutes*
3. **Omnibus Vote Agenda**
  - A. Summary of Omnibus Vote Agenda Items
  - B. Approval of Minutes of the December 12, 2023 Village Board Meeting
  - C. Bills for Approval
  - D. Consideration of a Resolution to Approve Change Order No. 2 to the Contract for Biosolids Dewatering & Disposal Services at the Wastewater Treatment Plant with Synagro Technologies, Inc.
  - E. Consideration of a Confirming Resolution to Approve Change Order No. 1 to the Contract with Landmark Contractors, Inc. for the Quiet Zone Delineator Installations
  - F. Consideration of a Resolution to Approve Traffic and Parking Enforcement Agreement
  - G. Report of the Historic Preservation Commission
  - H. Report of the Appearance Review Commission

#### REGULAR AGENDA

4. ARC Report - (ARC 23-49), New Landscaping, 1001 S. Milwaukee Avenue
5. Report of the Zoning Board of Appeals, (ZBA 23-12), Variation for Corner Side Yard Setback (withdrawn), (ZBA 23-13), Variations for Signage - 1111 S. Milwaukee Avenue
6. Consideration of a Resolution Approving the Purchase of a Replacement Front Line Plow Truck with Snow and Ice Equipment from Lindco Equipment Sales of Merrillville, Indiana

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**Any individual who would like to attend this meeting but because of a disability needs some accommodation to participate should contact the ADA Coordinator at 118 W. Cook Avenue, Libertyville, IL 60048, 847- 362- 2430.**

*Assistive listening devices are available.*

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- [7.](#) Consideration of a Resolution to Award a Construction Contract to Berger Contractors, Inc. for the Cass Avenue Lift Station Replacement Project
  - [8.](#) Consideration of a Resolution to Award the Contract to Tallgrass Restoration, LLC for the Annual Shoreline Plant Maintenance Program
  - [9.](#) Consideration of a Resolution to Approve a Special Event Request from the Libertyville Civic Center Foundation for Libertyville Days 2024
  - [10.](#) Consideration of a Resolution to Approve a Request for Special Events – MainStreet Libertyville
  - [11.](#) Consideration of a Resolution Approving an Agreement with Municipal GIS Partners, Inc. for GIS Support Services
  - [12.](#) Public Hearing Concerning the Intent of the President and Board of Trustees to Sell Not to Exceed \$9,500,000 General Obligation Bonds (Waterworks and Sewerage System Alternate Revenue Source) to Pay the Costs of Improving the Stormwater Portion of the Waterworks and Sewerage System of the Village to Alleviate Flooding in the Village
  - [13.](#) An Ordinance Waiving the Formal Bidding Requirements of The Village’s Purchasing Manual and Approving A Contract With Hezcorp Construction Services, Inc., for Construction Management Consulting Services Related to the Renovation of Fire Station No. 2 Facilities
  - [14.](#) An Ordinance Amending Chapters 13 and 15 of the Libertyville, Illinois Municipal Code Regarding Unscheduled Bus Stops
  15. **Mayor's Update**
    - [A.](#) Petitions and Communications
  16. **Village Administrator Update**
  17. **Executive Session**
  18. **Adjournment**

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## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** January 9, 2024  
**Agenda Item:** Omnibus Vote Agenda  
**Staff Recommendation:** Approve items on Omnibus Vote Agenda  
**Staff Contact:** Kelly Amidei, Village Administrator

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**Background:**

- A. Summary of Omnibus Vote Agenda Items
- B. Approval of Minutes of the December 12, 2023 Village Board Meeting
- C. Bills for Approval
- D. Consideration of a Resolution to Approve Change Order No. 2 to the Contract for Biosolids Dewatering & Disposal Services at the Wastewater Treatment Plant with Synagro Technologies, Inc.
- E. Consideration for a Confirming Resolution to Approve Change Order No. 1 to the Contract with Landmark Contractors, Inc. for the Quiet Zone Delineator Installations
- F. Consideration of a Resolution to Approve Traffic and Parking Enforcement Agreement – 117 E. Lake Street
- G. Reports of the Historic Preservation Commission
- H. Report of the Appearance Review Commission

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*\*Omnibus Vote Agenda Motion: “I move to adopt the items listed on the Omnibus Vote Agenda in a single group pursuant to the omnibus vote procedures of the Libertyville Municipal Code, subject to the conditions identified, if any, in the agenda supplements for such items.”*

# BOARD OF TRUSTEES VILLAGE BOARD MEETING

Tuesday, December 12, 2023 at 8:00 PM  
Village Hall Board Room 118 W. Cook Avenue Libertyville, IL 60048

## MINUTES

### 1. Roll Call

Mayor Johnson called to order a meeting of the Board of Trustees at 8:00 p.m. Those present were Mayor Donna Johnson, Village Trustees Scott Adams, Pete Garrity, Matthew Hickey, Matthew Krummick, Casey Rooney, and Jim Connell. Also in attendance were Clerk Margaret Clark and Village Attorney Hart Passman.

### 2. Items Not on the Agenda | *Presentation of items not on the Agenda will be limited to three (3) minutes*

Mayor Johnson if there was any public comment for items not on the agenda. There were none.

### 3. Omnibus Vote Agenda

#### A. Summary of Omnibus Vote Agenda Items

Mayor Johnson presented the Omnibus Vote Agenda and asked if there were any items requested for removal by Village Board or any Board questions on items. There were none.

#### B. Approval of Minutes of the November 28, 2023 Village Board Meeting

#### C. Bills for Approval

#### D. **RESOLUTION NO. 23-R-191:** A Resolution to Approve the Schedule of Regular Meetings for 2024

#### E. **RESOLUTION NO. 23-R-192:** A Resolution to Award a Contract and Approve Change Order No. 1 with BS&T dba McCloud Aquatics for the Annual Lake, Pond & Lagoon Management Program

#### F. **ORDINANCE NO. 23-O-69:** An Ordinance Approving a Lease with New Cellular Wireless PCS, LLC

#### G. **ORDINANCE NO. 23-O-70:** An Ordinance Adopting the Village of Libertyville's Current Paid Leave and Benefits Policy

#### H. **RESOLUTION NO. 23-R-193:** A Resolution to Reject the Bid From Midwest Field Solutions for the Charles Brown Park Ball Fields Conversion Project

#### I. **RESOLUTION NO. 23-R-194:** A Resolution Approving an Agreement with Comcast Business for the Provision of Internet Services

- J. **ORDINANCE NO. 23-O-71:** An Ordinance Granting Variations From Section 26-4-4.5 of the Libertyville Zoning Code Regarding the Minimum Side Yard Setback – 726 Paradise Lane

A motion was made by Village Trustee Adams to approve the omnibus vote agenda, Seconded by Village Trustee Garrity.

Voting Yea: Village Trustee Adams, Village Trustee Garrity, Village Trustee Hickey, Village Trustee Krummick, Village Trustee Rooney, Village Trustee Connell. The item was approved by a 6-0 vote.

### REGULAR AGENDA

4. **REPORT OF THE PLAN COMMISSION, (PC 23-12), Text Amendment Re: Attainable Housing - Village of Libertyville, Applicant**

Mayor Johnson thanked all those in attendance tonight and all those who worked on this effort.

In 2003, the State of Illinois enacted the Affordable Housing Planning and Appeal Act to encourage Counties and Municipalities to incorporate affordable housing within their housing stock to meet the needs of their county or municipality. Under the Act, municipalities are required to maintain an affordable housing stock of at least 10% of year-round housing units. Approximately every five years, the Illinois Department of Housing reassesses the affordable housing percentage in each community. As of the most recent assessment in 2018, the Village's current affordable housing percentage is 15.4%.

The law requires that if a community drops below 10%, they must develop an Affordable Housing Plan to increase the number of affordable housing units within the community. The current assessment of 15.4% of the Village's housing stock as affordable by IHDA standards is above the required threshold.

Both the Comprehensive Plan update in 2005 and the 2030 Comprehensive Plan encouraged residential developments to address the needs of individuals who live and work in the Village. Currently, without an ordinance requiring attainable units, the Village has requested that developers, through a Planned Development, either provide units or contribute to the attainable housing impact fee fund. Examples of onsite units include attainable units in the Manchester Building at Lake Street and Milwaukee Avenue. The Parkside Development on Winchester Road and the Liberty Junction project at Milwaukee Avenue and Route 137 also contributed to the impact fee fund as part of their planned developments.

Historical Information:

In July 2019, the Village's Human Relations Commission ("HRC") was tasked by Mayor Weppler to focus on the development of an Attainable Housing Ordinance for the Village.

Following approximately 20 meetings of the HRC, the HRC unanimously voted to recommend a draft of the ordinance for consideration by the Village Board on May 19, 2021.

Numerous joint workshops of the HRC, Plan Commission, and Village Board were subsequently held. The Plan Commission held public hearings on September 18, 2023 and October 23, 2023 on the proposed Ordinance which requires a Text Amendment to the Zoning Code.

It was discussed during the public hearing; several motions were considered. The Human Relations Commission had voted to recommend approval of the proposed ordinance in May 2021 and again on a revised ordinance in March 2023.

At the conclusion of the hearing, the first motion made by the Plan Commission was to approve the HRC March 2023 draft. That motion failed with a vote of 1 – 5. The second motion made was to approve the March 2023 draft to include the following elements from the May 2021 draft: an increase in the number of units (5 units to 10 units), covered developments (to include conversion of rental units to condo), and density bonus (to include C-1, C-2, and C-3 Zoning Districts), and alternate means of compliance (language regarding pay in lieu option). That motion failed with a vote of 2 – 4.

Subsequently, the Plan Commission made a motion to recommend the Village Board of Trustees consider the March 2023 version of the ordinance, subject to the following development conditions:

1. That Covered Developments shall also include a development that includes the conversion of rental property to condominium property; and
2. That the language in the Alternative Means of Compliance section shall be modified as followed: As an alternative to constructing Attainable Housing on the site of the Covered Development, the Village Board may approve, concurrent with the approval of the overall development, one or more of the following alternatives to constructing Attainable Housing Units set forth in this Section.

The Village Board has the following options for action:

1. Direct the Village Attorney to revise the ordinance pursuant to the recommendation of the Plan Commission;
2. Direct the Village Attorney to revise the ordinance with any changes proposed by the Village Board;
3. Continue the item to the next meeting for further discussion; or
4. Deny the drafting of the proposed ordinance.

Mayor Johnson asked if there were any public comments for Agenda Item 4.

**Dave Kuffel**, 609 Crane Blvd, is concerned with the financial problems this will cause for the Village. The long-term expense of maintaining these structures becomes the burden of the people, he said. He said the Village should consider what these projects cost both long and short term. Looking at the pieces of land available, the Village should use open land for things that will help the tax base.

**Dale Cederberg**, 427 Garfield, said he believes a trustee is in charge of looking out for those that elected them. He does not see how this ordinance benefits the Libertyville residents or how will it make the community better. He wants each trustee to address how it will make the community better. He is dismayed that this ordinance is not getting any press coverage. There is no mention of the impact this ordinance will have on the residents. He slaved to buy a home in this community, and he loves this community. He does not want to see it change. Mr. Cederberg said taxes are high, but it is worth every dime. Mayor Johnson said that the Trustees and Mayor will answer that question with their comments after the public comment. Mr. Cederberg thinks this should be left up to the voters. He does not believe many residents know about this. He said he feels this has been done under the table. The community should be able to give more feedback.

**Kristin Marsden**, 1102 Claridge Dr., commented that a lot of highly qualified people put a tremendous amount of time into this ordinance. She believes it is an important step in the right

direction that will show that Libertyville is open to diversity in culture and economics. She urged the Board to pass the ordinance as the Planning Commission has recommended.

**Dale Sherman**, 842 Interlaken Ln, asked the Board to exercise option 4 - deny this proposal on its face. He said that as the Village is 54% above compliance levels, they are looking for a problem that is not there. He does not believe there is not a compelling business reason. He continued that the deeply overtaxed residents are going to be paying for this. Mr. Sherman said this is not the purpose of local government either. Government is not expected to give any more than basic assistance. He does not think the government should give high quality housing for a discount to those in need. He does not think that makes sense and finds it fundamentally unfair. He said this will shift the burden onto those who don't want to pay for it. He continued that many here have sacrificed and worked hard and now this ordinance comes along that lets anybody live here.

**Jennifer Rich**, 1320 Oxford Ct, stated that she helped draft the ordinance. She thanked the Board for their time and leadership. She stated that there is a lack of affordable housing in our town. In the listening sessions, community survey, and public comments that took place during the development of this ordinance, Ms. Rich heard many stories of residents expressing concerns over rising costs and how that impacted their ability to afford living in this town; such as retirees stuck in houses that are too big and expensive, empty nesters in the same boat, residents unable to move aging parents to live nearby, people experiencing divorce or the loss of a spouse being forced to leave our tight knit community right when they need it the most, faith leaders who cannot afford to live here even while they minister to our residents, businesses struggling or closing because workers cannot afford to live nearby. She continued, the housing study released by Lake County Partners confirms that there is a huge shortfall of affordable housing and that will continue. Ms. Rich said that all of that makes voting yes for this ordinance, which was recommended by the Planning Commission, a huge win for the Board's leadership and for this community. She said voting yes means valuing the comprehensive and public process supported by staff; valuing the time and expertise of the Human Rights Commission and Planning Commission volunteers; valuing the residents who provided input in the process and overwhelming supported affordable housing; giving developers the clear process they asked for; supporting businesses; creating space for the Village's amazing teachers, police and fire fighters and car salespeople; honoring the retirees and empty nesters who have given so much to this community and want to stay and give more; creating opportunities for our own kids and grandkids to return here; and making space for new families who will fuel our future – including more diverse ones. Ms. Rich was struck by what Planning Commission Chair Eric Steffe said when he voted to recommend this ordinance to the Board: he said he was usually in favor of letting the market decide these things, but he wants his own kids to grow up in a more diverse community. Ms. Rich concluded that voting for this ordinance with its two amendments is the right decision for the Village and she encouraged the Board to vote yes on the Planning Commission's recommendation.

**Sharon Starr**, 201 N Stewart Ave, said she has lived here for 33 years. She served on the Human Relations commission for 4 years. She shared that in the first year, so much research was done starting with hearing the voice of the residents. The research showed that affordable housing is something many residents here are concerned with. The HR commission also studied the affordable housing ordinances in neighboring communities, and they learned a lot about what worked and did not. The requirements in the original draft were included for sound reasons. The two provisions that the Board is voting on tonight are critical and need to be included. Ms. Starr addressed the earlier question of how this affects Libertyville residents: she is an empty nester living in a house that is more than she wants or can easily maintain, and she would like to downsize, but she cannot do that and stay here. When she sells her house for something smaller and more affordable, she will have to leave Libertyville. She is very sad to say that, as Libertyville is her home. She has kids and grandkids and would love for them to be here, but they cannot

afford it. Our good middle class community is slipping away as it becomes less and less affordable. Ms. Starr urged the passage of the original ordinance that the HR Commission approved.

**Brenda O'Connell**, 408 Drake St., served on the HR commission. She is very familiar and sympathetic to the trustees. She said that there may be an inclination to delay, but that would be a mistake as housing affordability is an issue in our community in urgent need of action. Lake County Partners identified a substantial gap of needed housing to support economic development. The Libertyville Comp Plan calls out this problem. Based on this, she said, the evaluation has been done and now it is time to take action. The Village is so lucky to have had the foresight to begin this process years ago. The ordinance requires annual review, so the Village can look at this annually and adjust as needed. This ordinance gives the Village the best shot to meet its stated goal: to promote the public health, safety, and welfare of residents by encouraging high quality housing in a way to meet all its residents.

**William Powers**, 321 Lake St, is a property owner; he owns and manages 40 units in Libertyville. He wanted to address the comment about the 15.4% of affordable housing the Village. He buys distressed houses and rents them. The places here that are affordable are not livable. Mayor Johnson interjected that it is not fair to say it is not livable. Mr. Powers said that the quality of these homes is poor. Mr. Powers said that Libertyville needs quality affordable housing. This community has a problem with keeping the people who work here living here. It is important to have our workers be able to afford to live here. It is important to this community. He asked to reject the fee in lieu and to support this ordinance. Mayor Johnson asked how many other communities he works in. Mr. Powers replied: Waukegan, Beach Park, Lake Bluff.

**Bill DeBruler**, 1030 E Thornbury Ln, has lived here for a long time. In the early 80's, he tried to develop affordable housing, but the Board did not support it. So, he did in Lake Zurich instead and was successful. Over the years, Mr. DeBruler has developed over 2000 affordable units, and it is always a benefit to the community. He said it keeps kids and seniors in the community. He is pleased that the Village finally understands the need and is willing to go forward and get something done. He said it is the right thing to do for this community. Mayor Johnson asked for clarification on what he would like the Board to do. Mr. DeBruler said either option will work; depending on the future goal, you can refine it. This is a land locked community, and the Village will need to go up to get many units. He does not believe the Village, based on land availability, can add that many units to totally solve this problem.

**Amanda Freude**, 610 Rosevelt Drive, said that she is a longtime resident and votes for this item to fall on its face and be removed from future agendas. She is here voluntarily and pays astronomically high taxes and it happy to do so to enjoy this community. She doesn't have to stay here – give her a reason to leave and she can. She asked the Board to consider the current residents and vote for this to fall on its face.

**Bill Burnett**, 232 E Church St #302. He is living in affordable housing; prior to this, lived in a house in town and intends to stay. He is in support of the original proposal, except take the fee in lieu out. He believes we need a diverse and robust community. When Mr. Burnett moved here 34 years ago, Libertyville was a much more diverse community than it is today, and it was thriving. He has lived and traveled the world and knows that diversity is very valuable - businesses recognize that, as well. Diversity gives diverse solutions and often better solutions.

Mayor Johnson then asked the Board of Trustees for comment:

**Trustee Krummick** thanked everyone: staff, members of the committee, volunteers as this is not easy endeavor. Trustee Krummick is a real estate developer and knows it is not easy to address these issues, namely workforce housing. He sees a lot of different communities manage it different ways. Florida is trying to do something statewide, but they didn't bounce it off of the practitioner. So, while something might be great on paper, it does nothing for developers who would actually build the housing. He has seen barriers in municipalities where they need to make compromises in the plan that communities do not like. What this comes down to, he said, they don't work unless you have a significant amount of free money. That is the only thing that offsets increasing costs in inflation, increasing wage costs, and the inability to have further rent growth.

How does that affect Libertyville, he asked. In the Liberty Junction development, staff negotiated a significant contribution to the Attainable Housing Fund. The Village used that money to support the senior housing project on Winchester. Trustee Krummick noted that he voted no on Liberty Junction because our Comprehensive Plan did not allow for that density. He sees this ask as a push to increase density, which, in order to see affordability in the downtown area, will be necessary. One of the offsets in this ordinance is density; however, the Board often hears from residents that they don't want that increased density.

Another issue Trustee Krummick has with this ordinance is the compliance period. It is perpetuity. The tax credit program is just 30 years. That term seems like a liability and needs to be rethought.

Trustee Krummick is concerned about the flip to the condo side. He believes that rent growth has gotten so high that it might cost less to buy a townhome. He does not understand the concern about the flip of rental to condo.

Overall, he thinks the problem of density concerns in our community and the offsets are going to fall short. He said this will prevent some sponsors from coming into our community. The Village has some great projects upcoming and putting this obstacle in front of them will hamper the growth that the Village is looking at to bring more density and multi-family into our downtown.

Trustee Krummick continued that, an inclusionary program like this involves an ongoing partnership with public private parties. Programs have to carefully balance the public interest in creating affordable housing and private owners who need to be able to develop a profitable and operable project. The Village has been successful at doing this already. The way this ordinance is written, it relies on new market rate units to offset the burden of the attainable units. The cost to develop this is not going to change but the burden will go to those that are not attainable housing units. The Village does not power to give the offsets that are needed to make this a level playing field. Trustee Krummick said he would much rather not compel development to do this, he would rather have it as a very strong option as the Village has been doing. He does not want to scare developers away from the community. He wants to encourage those who can meet the obligations in this ordinance to do so of their own free will, just as the Village has been doing thus far.

He does not think it is the right time to mandate this. Compared to other communities that have done this – such as Evanston – Libertyville does not have that tax base here. It is a cost to this community that Libertyville cannot work through right now. The number of credits from offsets and impact fees that this will require and demand, he does not see that happening. He said the Board and staff need to trusted be able to toggle that on an off.

Trustee Krummick encouraged the Board and staff to continue to have these conversations with developers to bring in attainable housing; to see what works for us and what works for them and

meet in the middle. He said that without working with the practitioners, the Village is spit balling and this requirement should not be written in stone. While he would love to see this happen, he does not think Libertyville is the right community for this as the Village does not have the capacity from a financial or staffing standpoint. He said he does not want to undercut upcoming opportunities.

**Trustee Rooney** said that as a newer Trustee one of the first things she discovered is that the Villages has a wonderful, competent staff that runs lean and mean. The Village does not have an enormous staff; however, they have done a thorough and excellent job of working with property owners to encourage and focus on attainable housing without an ordinance. She is concerned that this ordinance will put a burden on staff with rigor and requirements. As the Village has been effective at maintain affordable housing requirements and focusing on it already, adding layers of red tape seems ineffective.

Trustee Rooney wants to work with those who want to invest in this community. She is concerned that adding on to the onerous process to develop in Libertyville could make Libertyville non-competitive. Libertyville is landlocked compared to neighboring communities who have more land available. The Village's ability to compete for investment has to be equitable in comparison with these communities. She is concerned this ordinance could be restrictive to Libertyville's goals as it will make it more challenging and expensive to work with our village. Attainable housing is important, and she encouraged staff to focus on it, as they have done in the past, however she does not see a compelling reason for this ordinance.

**Trustee Connell** has spoken to people who support both options #1 and #4. The Village has had some positive movement in terms of developers coming to town. One issue that comes up with development is the rejection of it from residents: "not in my backyard". It is very strong in this town. He is concerned about financial capacity and the perpetuity issue. While a new study will be coming out in 2023, the state requires 10%, Libertyville is currently at 15%, and he is optimistic that Libertyville will continue to be over in the new study.

Trustee Connell said there is momentum, and with that there are some ideas; affordable units are showing up and he sees that as a positive. He would like to talk about this as a board more in depth. It was mentioned that the Human Rights Commission talked about this for a long time: researching, debating, etc. Trustee Connell has not had that time. He has had some great insights on both sides of the issue, and he would like more time so he will choose #4. Nothing is keeping the Village from continuing this conversation and in the meantime, Libertyville is getting some affordable units.

**Mayor Johnson** said she participated in the Human Rights Commission during her time as a Trustee. They worked very hard, and many members pulled information from great experience. While they did invite the public to comment, issued surveys, led small group discussions; only 300 people were involved. In terms of the numbers, Libertyville is a community of 21,000 so she does not think that feedback from 300 speaks to the voice of the whole community as to what they wanted to see. It is nowhere near the entire capacity of the community.

Mayor Johnson continued that the surrounding communities that have been effective with affordable housing, while they may have more land, they are able to accomplish those goals of diversity and attainable housing without an ordinance. That supports the argument that you don't need an ordinance to attain this goal.

She said that in order to have growth and units, the developer needs to be at the table. The comments the Village has received from developers is that timelines are too long, inflexible and

there is no clear concise direction on height and density. The timing is such that to add an additional process on to one that is already onerous does not seem right. This is not the appropriate time.

Mayor Johnson believes the Village should continue to use the current effective pathway, which is staff led on a submittal-by-submittal basis. In the future, this may be something the Village considers again. She encouraged staff to focus on senior housing and said what is best for Libertyville is to have the flexibility on a staff level. Her preference that this is not a good time.

**Trustee Adams** thanked the HRC and staff for all work done on this. He does not think this is not the right time for this ordinance. The Village is compliant, he trusts the community development department to let us know if that changes. He finds it premature to do it at this time. The Village is trying to encourage better development and he sees this as a stumbling block. He puts trust and faith in our staff and what they recommend. He cannot support this.

**Trustee Garrity** offered thanks to everyone who has been involved in this process. He mentioned Mr. Powers' comment, who talked about property and condition. In Trustee Garrity's day they were fixer uppers. This is an opportunity for someone to come in and afford living here through sweat equity. That is an appropriate path. Mr. DeBruler commented on the Village's short sightedness by not embracing affordable housing. That looks like a missed opportunity, but Trustee Garrity was not here at that time, so he cannot be certain. The fact is there are developers that want to build affordability into their projects. As a number of trustees have already mentioned tonight that has happened organically in many cases. As a Village, it can be asked of a developer to build affordability into projects. Libertyville has developed the affordability fund to help foster those types of projects.

There was a public comment asking the Trustees to discuss the benefits to existing residents. In 2019 Mayor Wepler brought to the Board the need to do something about affordability. One option he considered was when developers come in, affordability needs to be addressed. That is where the pay in lieu has come from. Right now, the Village has the affordable housing fund. There is currently \$440K in the fund and quite a bit more is coming. Mayor Wepler wanted to encourage affordability in new development. He didn't think we needed hard code to drive this but that is what it has morphed into. The Board is being asked to consider for approval a complex ordinance with a heavy administrative burden. This may push developers to not come into town.

Trustee Garrity has seen that staff can make this work. He would like to see our affordability number higher than 15%. He does not think a complex heavy-handed ordinance is the way to drive this. He then returned to the question of how it benefits our residents. Trustee Garrity's focus is the Village's seniors. Every study that you read; seniors want to age in place. He believes the Village needs need to leverage the fee in lieu aspect, take those funds and come up with a plan to allocate those dollars to help our seniors stay in their homes. That truly would benefit the residents. Not through passing an ordinance, but by using these fee in lieu funds to help seniors stay in their homes.

**Trustee Hickey** offered thanks to the HRC, Plan Commission, and staff for working on this ordinance for 3 years. When Trustee Hickey began his work on the Comprehensive Plan, he saw there had been no discussion to seniors, or workforce issues in regard to housing in previous plans. It may have been implied, but the affordability issues kept getting kicked down the road. In the Village's most recent Comprehensive Plan the notion was that the Village would finally address it. The Plan looked at the demographics in this community. There is a lot of discussion tonight on the Illinois Housing Planning Appeal Act, something is terribly flawed as a planning act. What matters is what happens here.

The Human Relations Commission was tasked to look at all the households in Libertyville. The question regarding affordability was are they paying what is a standard? The answer came back succinctly: 25% of Libertyville households are paying more than 30% of their income to housing. Nineteen percent of households with a mortgage and 51% of renters in this town are paying more than 30% of their income to housing. Mr. Powers is correct, some of that housing is second class housing. That is not Libertyville.

The HRC was tasked by the Board, Mayor, and the Comprehensive Plan Commission, to use the planning tools available by the Village to address this problem. The result was an inclusionary housing ordinance. They worked for years. Experts worked on this and played catch with every single one of the issues that was talked about here today. They considered the number of units that would trigger the ordinance, they considered public comment and made changes based on that feedback.

They looked at the types of units that should be covered. The condo conversion issue was affirmed by the Planning Commission. The reason this is necessary is that there are rental properties that would be at risk of conversion and those rental properties are “naturally occurring” affordable housing. The idea is that the people living there, just like all the residents in our town, have a right to stay here.

Lastly, the question of should developers be compelled to do this. If the point of the ordinance is to address the problem of affordability, what the Village should do is compel because it wants to see affordable units produced here in this community. In order to not scare anyone away, the Plan Commission recommended allowing developers the ability come to the Board, just like variances, if they find it too onerous. The Village grants this type of release routinely, but it resides within the remit of the public to create the community that the public wants to see. The public looked at itself and said they wanted to see a component of new development address the issue of affordable housing that we have in our community.

Trustee Hickey then addressed the question of how this benefits everyone. In January of 2019, when the Comprehensive Plan was completed, it was presented to the Economic Development Commission. The EDC said, based on the finding of the Comprehensive Plan, the village needs to be looking at workforce housing. Workforce housing targets people earning 50-80% of area median income. The Village needs the affordable housing so that the people who work at our successful businesses and restaurants, that make Libertyville the community that it is, have a place to live. The Village is losing the stock of housing that these people can occupy. In the minutes, the EDC were for it. At a community level, this is pro-family. The one thing that contributes the most to stable families is stable housing.

Trustee Hickey revisited the question of who benefits. He read an email from a long-time resident detailing how this family grew up here and were supported by the community. This resident supports the affordable housing ordinance to keep Libertyville a strong, welcoming, diverse community.

Finally, Trustee Hickey said that given the level of rigor this ordinance has gone through, the number of steps staff has taken and legal review, and through the two separate commissions, now is the time and this is the Board.

Mayor Johnson thanked everyone for their comments. She said the entire Board is always trying to do what is best for the community.

Motion made by Village Trustee Hickey to direct the Village Attorney to revise the ordinance pursuant to the recommendation of the Plan Commission, Seconded by Village Trustee Connell.

Voting Yea: Village Trustee Hickey

Voting Nay: Village Trustee Adams, Village Trustee Garrity, Village Trustee Krummick, Village Trustee Rooney, Village Trustee Connell

The item was not approved by a 1-5 vote.

Motion made by Village Trustee Adams to deny the drafting of the proposed ordinance, Seconded by Village Trustee Rooney.

Voting Yea: Village Trustee Adams, Village Trustee Garrity, Village Trustee Krummick, Village Trustee Rooney, Village Trustee Connell

Voting Nay: Village Trustee Hickey

The item was approved by a 5-1 vote.

5. **ORDINANCE NO. 23-O-72: An Ordinance to Waive Competitive Bidding and Accept a Proposal from TGF Enterprises, Inc. for Brick Paver Replacements in the Central Business District (CBD)**

Throughout the Central Business District (CBD) there are multiple locations of decorative brick pavers within the sidewalk that need to be replaced. Pavers needing replacement are either due to settlement or defects (broken off or missing pieces). Brick paver replacements will occur at select locations and in front of 322 N. & 725 N. Milwaukee Ave. and the crosswalk at Hurlburt Court and Milwaukee Avenue.

Public Works staff requested proposals for labor costs per hour (at prevailing wage rates) from three local qualified contractors to perform the proposed the brick paver replacement work throughout the CBD. The Village will be supplying the brick pavers to the selected contractor. Staff recommends waiving the formal bid process (advertisement) due to the specialized nature of this work. Two Proposals were received. The other contractor declined due to the prevailing wage rates requirement. TGF Enterprises, Inc. had the lowest price at \$99.75 per man-hour for the specified four-person crew.

The Fiscal Year 2023/24 Annual Budget has allocated \$55,000 for this work in the Project Fund.

Staff recommends approval of the ordinance to waive competitive bidding and accept the proposal from TGF Enterprises, Inc. to complete brick paver replacements in the Central Business District in the not to exceed amount of \$55,000.

Mayor Johnson asked if there were any public comments for Agenda Item 5. There were none.

Mayor Johnson then asked the Board of Trustees for comment:

Trustee Krummick asked if stamped concrete could be used. Director Kendzior replied that the Village does not like using stamped concrete as interim repairs are very difficult. Bricks are much more efficient to replace.

Motion made by Village Trustee Adams to approve the ordinance, Seconded by Village Trustee Connell.

Voting Yea: Village Trustee Adams, Village Trustee Garrity, Village Trustee Hickey, Village Trustee Krummick, Village Trustee Rooney, Village Trustee Connell

The item passed with a 6-0 vote.

6. **RESOLUTION NO. 23-R-195: A Resolution to Approve a Contract with Stuckey Construction Co., Inc. for the Adler Swimming Pool Renovation Project – Phase 2**

In 2021 the WT Group was contracted to perform an audit of the aquatic, mechanical, electrical, and plumbing components at both of the Village's swimming pools (Adler and Riverside). The audit recommended replacing components in the filter room and bath house at the Adler swimming pool to modernize the facility. Phase 1 work is currently underway and Phase 2 work includes a pool filter, bath house boiler, thermomechanical valves, shower valves and drop slide pipe repairs.

The WT Group prepared plans and specifications for the Phase 2 pool renovations. Bid alternates were added for improvements to the waterfall, concrete deck repairs, guard chair repairs and new depth and dive marker tiles. Public Works staff solicited competitive sealed bids and two responses were received at the bid opening held on November 21, 2023. The lowest responsive bid was from Stuckey Construction Co., Inc. in the amount of \$498,000 for the base bid and bid alternates.

The CIP includes \$433,000 for this project however, sufficient funds are available in the Park Improvement Fund for the base bid and bid alternates for the project. Stuckey Construction has successfully completed past pool projects for the Village and is currently working on the Phase 1 work. Village staff recommends awarding the contract to Stuckey Construction Co., Inc. to include the alternates in order to complete the work in the most efficient manner.

Staff recommends adoption of the resolution to award the contract for the Adler Swimming Pool Renovation Project - Phase 2 to Stuckey Construction Co., Inc. in the not-to- exceed amount of \$498,000 and authorize execution by the Village Administrator.

Mayor Johnson asked if there were any public comments for Agenda Item 6. There was none.

Motion made by Village Trustee Connell to adopt the resolution, Seconded by Village Trustee Rooney.

Voting Yea: Village Trustee Adams, Village Trustee Garrity, Village Trustee Hickey, Village Trustee Krummick, Village Trustee Rooney, Village Trustee Connell

The item was approved by a 6-0 vote.

7. **Resolutions Abating Taxes for Payment of Principal and Interest on 2015B General Obligation Alternate Revenue Source Bonds, 2021 General Obligation Alternate Revenue Source Bonds, 2021B General Obligation Alternate Revenue Source Bonds, and 2022 General Obligation Alternate Revenue Source Bonds**

The 2023 Tax Levy includes \$2,882,358 for principal and interest payments on the following bond issuances:

**RESOLUTION NO. 23-R-196:** 2015B General Obligation Alternate Revenue Source Bonds (Water & Sewer, \$456,522);

**RESOLUTION NO. 23-R-197:** 2021 General Obligation Alternate Revenue Source Bonds (Sports Complex, \$1,127,254);

**RESOLUTION NO. 23-R-198:** 2021B General Obligation Alternate Revenue Source Bonds (Water & Sewer, \$539,200.00); and

**RESOLUTION NO. 23-R-199:** 2022 General Obligation Alternate Revenue Source Bonds (Stormwater Sewer, \$759,382).

The resolutions abate the entire portion of the 2023 levy for these bonds. The alternate revenue sources used to pay the debt service on the Sports Complex bonds are Sports Complex lease revenues supplemented by sales tax. The Water & Sewer bonds utilize water and sewer charges as their alternate revenue source. Finally, the Stormwater Sewer bonds utilize the stormwater utility fee as their alternate revenue source.

Mayor Johnson asked if there were any public comments for Agenda Item 7. There were none.

Motion made by Village Trustee Hickey to approve the resolutions that will abate the entire portion of the 2023 levy for these bonds: 2015B General Obligation Alternate Revenue Source Bonds, 2021 General Obligation Alternate Revenue Source Bonds, 2021B General Obligation Alternate Revenue Source Bonds, 2022 General Obligation Alternate Revenue Source Bonds, Seconded by Village Trustee Rooney.

Voting Yea: Village Trustee Adams, Village Trustee Garrity, Village Trustee Hickey, Village Trustee Krummick, Village Trustee Rooney, Village Trustee Connell

The items were approved with a 6-0 vote.

8. **ORDINANCE NO. 23-O-73: An Ordinance to Approve the 2023 Concord at Interlaken Special Service Area Tax Levy**

On June 10, 1997, the Village Board adopted Ordinance 97-O-43 establishing the Concord at Interlaken Special Service Area. The special service area was created for the operation, upkeep, maintenance, repair and renewal of the storm water detention facility and associated landscaping, the public directional sign and associated landscaping, and the perimeter landscape screening and fencing necessary to serve the Concord at Interlaken subdivision and Lot A.

The 2023-24 Budget appropriated \$23,040 for the above-referenced purposes. The ordinance levies \$23,040 for the Concord at Interlaken Special Service Area. The property tax will be assessed on a per lot basis per Ordinance 98-O-83, approved by the Board on November 10, 1998. Each home will be assessed approximately \$256, which represents no change from the 2022 extended tax levy. The fund balance in this fund is estimated to be \$63,453 as of April 30, 2024, which provides adequate reserves.

Mayor Johnson asked if there were any public comments for Agenda Item 8. There was none.

Mayor Johnson then asked the Board of Trustees for comment:

Trustee Garrity said that number of years ago the Village looked at ongoing maintenance on this one and Timber Creek and after the analysis it was determined that funding was sufficient. With that being said, he approves of this ordinance.

Motion made by Village Trustee Connell to approve the ordinance, Seconded by Village Trustee Garrity.

Voting Yea: Village Trustee Adams, Village Trustee Garrity, Village Trustee Hickey, Village Trustee Krummick, Village Trustee Rooney, Village Trustee Connell

The item was approved by a 6-0 vote.

9. **ORDINANCE NO. 23-O-74: An Ordinance to Approve the 2023 Timber Creek Special Service Area Tax Levy**

On May 24, 1994, the Village Board adopted Ordinance 94-O-17 establishing the Timber Creek Special Service Area. The special service area was created for the operation, upkeep, maintenance, repair and renewal of the monument style entrance sign, the storm water management retention basins necessary to serve the Timber Creek subdivision and out lots A, C and E. In March of 1997, the Timber Creek SSA was enlarged to include the maintenance of a strip of land within the IL Route 137 right of way.

The 2023-2024 Village Budget appropriated \$29,246 for the above-referenced purposes. The ordinance levies \$21,140 for the Timber Creek Special Service Area. This represents no change from the prior year levy. The fund balance in this fund is estimated to be \$84,063 as of April 30, 2024, which provides adequate reserves.

Mayor Johnson asked if there were any public comments for Agenda Item 9. There were none.

Motion made by Village Trustee Adams to approve the ordinance, Seconded by Village Trustee Rooney.

Voting Yea: Village Trustee Adams, Village Trustee Garrity, Village Trustee Hickey, Village Trustee Krummick, Village Trustee Rooney, Village Trustee Connell

The item was approved by a 6-0 vote.

10. **ORDINANCE NO. 23-O-75: An Ordinance to Approve the 2023 Property Tax Levy**

At the November 14, 2023 Committee of the Whole meeting, the Village Board discussed the 2023 property tax levy. The Corporate levy funds fire protection, streets and bridges, recreation and parks, pensions, and other government services. During the November 14, 2023 Village Board meeting, the Board adopted Resolution 23-R-183, which formally estimated the total property taxes levied for Tax Year 2023. As required by State law, a public hearing was held on November 28, 2023 to solicit public input on the proposed levy.

During the process, and after evaluating several options, the Village Board directed staff to prepare a 2023 tax levy totaling \$12,761,537 which after all abatements will be \$9,879,179, or a 4.73% increase over the 2022 extended levy. The tax levy includes funding for repayment of the voter-approved road bonds that were issued in 2012, 2013, 2014 and 2015 (the 2012 and 2013 issuances were refunded to lower rate securities in 2021).

The ordinance establishes a 2023 tax levy of \$12,761,537.

Mayor Johnson asked if there were any public comments for Agenda Item 10. There were none.

Mayor Johnson then asked the Board of Trustees for comment:

Trustee Rooney said that is well discussed at the previous COW meeting and at the Finance Committee meeting. She added that all of these items are well researched and well discussed before they come before the Board. Mayor Johnson agreed and added that because of the public hearing notice there is adequate opportunity for the public to provide input and we have had several meetings where they have had opportunity as well.

Motion made by Village Trustee Rooney to approve the ordinance, Seconded by Village Trustee Hickey.

Voting Yea: Village Trustee Adams, Village Trustee Garrity, Village Trustee Hickey, Village Trustee Krummick, Village Trustee Rooney, Village Trustee Connell

The item was approved by a 6-0 vote.

11. **ORDINANCE NO. 23-O-76: An Ordinance Authorizing the Issuance of Waterworks and Sewerage Revenue Bonds in an Aggregate Principal Amount not to Exceed \$9,500,000 or, in lieu thereof, General Obligation Bonds (Waterworks and Sewerage System Alternate Revenue Source) (said Bonds Being General Obligation Bonds for which Real Property Taxes, Unlimited as to Rate or Amount, May be Levied, but which are Expected to be Paid from the Net Revenues of the Combined Waterworks and Sewerage System of the Village, which Includes the Village's Stormwater Utility Fee) in an Aggregate Principal Amount not to Exceed \$9,500,000 for the Purpose of Paying the Costs of Improving the Stormwater Portion of said System to Alleviate Flooding in the Village**

Pursuant to the stormwater rate study and stormwater utility fee adopted by the Village Board on March 23, 2021, the Village plans to fund various stormwater projects by issuing alternate revenue debt, using the stormwater utility fee as the primary pledged revenue source to service the debt.

The rate study calls for the Village's second debt issuance to occur in Fiscal Year 2023-24. Along with the recently awarded DCEO grant, this issuance will fund the completion of the Rockland Road Corridor and Highlands Subdivision – Phase 2 flood reduction projects, along with the first year of the final design engineering for the Copeland Manor flood reduction project.

The Fiscal Year 2023-24 Budget includes a bond issuance of \$9,160,258. The ordinance authorizes the issuance of bonds in an amount not to exceed \$9,500,000, which is a slightly higher sizing in the event the bonds are purchased at a premium. At the November 14, 2023, Committee of the Whole meeting, the Village Board directed staff to issue bonds for a term of 15 years in a competitive sale format, similar to the 2022 General Obligation Bond issued in Fiscal Year 2022-23.

The approval of this ordinance begins the process of selling alternate revenue bonds. There are several additional steps required under State statute before a transaction can be consummated. The next major Village Board milestone in this process is the Bond Issue Notification Act (BINA) hearing which will be held on January 9, 2024. The bond sale is tentatively scheduled for February 13, 2024, the results of which will be presented to the Village Board that evening.

Mayor Johnson asked if there were any public comments for Agenda Item 11. There were none.

Mayor Johnson then asked the Board of Trustees for comment:

Trustee Krummick asked how many years are left in this plan. Director Kendzior said Phase I & II of Highland are done. Next there will be two years of design for Copeland Manor. That will be followed by one year of construction of Copeland while simultaneously doing the design for Winchester. Winchester will require a two-year design period and an over ten-year construction

period. East Ellis design will follow. It will be 8-10 years before the Village is done. Administrator Amidei added that the original Stormwater Master Plan was a 20-year plan, the Village was aggressively working to get it down to a 15-year plan. The Village is now at a 15–20-year plan.

Motion made by Village Trustee Hickey to approve the ordinance, Seconded by Village Trustee Adams.

Voting Yea: Village Trustee Adams, Village Trustee Garrity, Village Trustee Hickey, Village Trustee Krummick, Village Trustee Rooney, Village Trustee Connell

The item was approved by a 6-0 vote.

## 12. Mayor's Update

### A. Petitions and Communications

The Sustain Libertyville Commission will meet at 4:00 p.m. on Wednesday, December 13, 2023.

The Appearance Review Commission/Historic Preservation Commission will meet at 5:00 p.m. on Monday, December 18, 2023.

The Economic Development Commission will NOT meet at 7:30 a.m. on Wednesday, December 20, 2023.

Village Hall and non-emergency offices will be closed on Monday, December 25, 2023, in observation of the Christmas Day holiday and Monday, January 1, 2024, in observation of the New Year's Day holiday.

The Parks and Recreation Advisory Commission will NOT meet at 8:30 a.m. on Thursday, December 28, 2023.

The Parks and Recreation Committee will meet at 6:00 p.m. on Tuesday, January 2, 2024.

The Zoning Board of Appeals will meet at 7:00 p.m. on Monday, January 8, 2024.

The Village Board will meet at 8:00 p.m. on Tuesday, January 9, 2024.

## 13. Village Administrator Update

Village Administrator Amidei thanked the board and departments for all their support in 2023.

### Board Comment:

Mayor Johnson said it is always difficult when a challenging issue is at hand, but the common thread is we care about this community. She appreciates everyone's dedication and passion. Extended a blessed holiday with families to all.

Attorney Passman wished all happy holidays.

Trustee Adams wished all happy holidays. The Village has a lot ahead of it next year. Thanks to staff and department heads.

Trustee Garrity wished a happy holiday and thanked the Board and staff.

Trustee Hickey thanked the directors and staff and those who work through the holiday. He thanked his colleagues on the Board for a great year.

Trustee Krummick recognized staff for their leadership and hard work. He commented that he likes how the Board is coming together. He encouraged all to manage their holiday encounters with everyone with grace.

Trustee Rooney offered happy holidays and appreciation for all of staff. She spoke about the LHS holiday dinner and concert and how it exemplifies what a great Village we live in.

Trustee Connell wished all happy holidays.

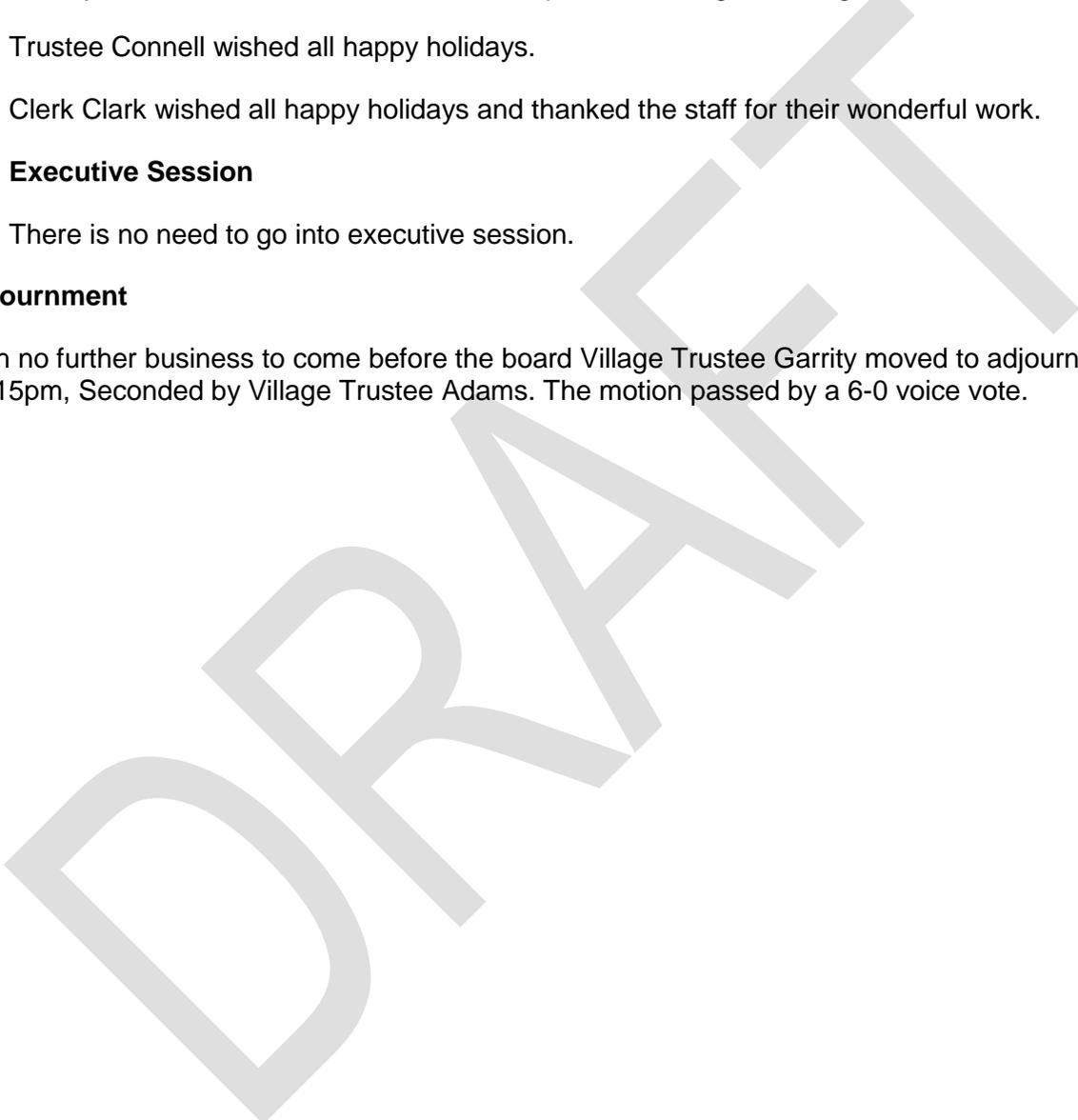
Clerk Clark wished all happy holidays and thanked the staff for their wonderful work.

**14. Executive Session**

There is no need to go into executive session.

**Adjournment**

With no further business to come before the board Village Trustee Garrity moved to adjourn at 10:15pm, Seconded by Village Trustee Adams. The motion passed by a 6-0 voice vote.





**VILLAGE BOARD AGENDA SUPPLEMENT**

**Meeting Date:** December 12, 2023  
**Agenda Item:** Approval of Attached Bills  
**Staff Recommendation:** Approve Payment  
**Staff Contact:** Denise Joseph, Director of Finance

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<u>Summary of Funds</u>	
General Fund	\$914,350.53
Commuter Parking Fund	3,620.36
Concord Special Service Area	1,322.25
Foreign Fire Insurance Tax	2,374.20
General Bond & Interest	0.00
Hotel/Motel Tax Fund	11,824.91
Impact Fee Fund	0.00
Libertyville Sports/Comp	0.00
Motor Fuel Tax Fund	0.00
Park Improvement Fund	2,002.41
Project Fund	0.00
Public Building Improvement Fund	336.50
Road Bond Fund	0.00
Stormwater Sewer Fund	2,145.61
Tax Increment Finance District	0.00
Technology Equipment/Replacement Service Fund	57,236.47
Tech Enhancements for Police and Fire	0.00
Timber Creek Special Service Area	813.83
Utility Fund	464,951.99
Vehicle Maintenance/Replacement Fund	25,133.06
<b>Total - Accounts Payable</b>	<u>1,486,112.12</u>
 <b>Total - Payroll 12/5/2023</b>	
<b>(Salaries &amp; Employer Paid Benefits)</b>	924,930.05
 <b>Grand Total</b>	 \$2,411,042.17

The payment of the above listed funds has been approved by the Village Board of Trustees at a meeting held on December 12, 2023 and you are hereby authorized to pay them from the appropriate budgets.

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Donna Johnson, Mayor

Attest:

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Margaret Clark, Village Clerk

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF LIBERTYVILLE

EXP CHECK RUN DATES 12/12/2023 - 12/12/2023

POSTED  
OPEN AND PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
<b>Fund: 01 GENERAL FUND</b>							
<b>Department: 0000 GENERAL</b>							
01-0000-0-155000	POSTAGE	QUADIENT FINANCE USA, I	POSTAGE ACCT #7900044	11/23	12/12/2023	1,000.00	None
01-0000-0-450000	BB-23-0121 - PB-23-0333	HOMETOWN CONSTRUCTION	Check Request For Bon	11/27/2023	12/12/2023	1,500.00	None
01-0000-0-450000	BB-23-0147 - PB-23-0478	FREI, HANNAH	Check Request For Bon	12/01/2023	12/12/2023	1,500.00	None
01-0000-0-450000	BB-22-0291 - PB-22-0932	48 INDUSTRIES	Check Request For Bon	12/01/2023	12/12/2023	500.00	None
01-0000-0-450000	BB-22-0279 - PB-22-0796	LIBERTY PUPZ	Check Request For Bon	12/01/2023	12/12/2023	1,500.00	None
01-0000-0-450000	BB-22-0198 - PB-22-0643	NEXIUS	Check Request For Bon	12/05/2023	12/12/2023	1,500.00	None
01-0000-0-450000	BB-23-0037 - PB-23-0067	RILEY CONSTRUCTION	Check Request For Bon	12/05/2023	12/12/2023	1,500.00	None
01-0000-0-450000	BB-23-0107 - PB-23-0289	1 North 1 South LLC	Check Request For Bon	12/05/2023	12/12/2023	1,500.00	None
01-0000-0-450000	BB-23-0019 - PB-23-0036	MOODHE, MATTHEW	Check Request For Bon	12/06/2023	12/12/2023	1,500.00	None
01-0000-0-451000	BDB-23-0003 - PZ-23-0450	CRAIG, DENISE	Check Request For Bon	12/05/2023	12/12/2023	6,991.25	None
01-0000-0-456000	POLICE PATCH PROGRAM	HOPE FOOD DISTRIBUTION	CRAM THE CRUISER DONA	11/23	12/12/2023	1,421.83	161825
01-0000-0-460000	WASTE TAGS-DUE TO GROOT	GROOT, INC.	WASTE TAG SALES 11/23	11684154T096	12/12/2023	935.00	None
Total Department 0000 GENERAL						21,348.08	
<b>Department: 0100 ADMINISTRATION/FINANCE</b>							
01-0100-3-705000	CONTRACTUAL SERVICES	TASC	FMLA-ADMIN FEES 1/24	IN2938627	12/12/2023	277.45	None
01-0100-3-716000	VITAL RECORDS	ODP BUSINESS SOLUTIONS,	OFFICE SUPPLIES	28867268	12/12/2023	357.79	None
01-0100-3-746000	CONSTANT CONTACT	CONSTANT CONTACT	ANNUAL FEE - EMPLOYEE	11/23	12/12/2023	100.80	None
01-0100-3-746000	EMPLOYEE PROGRAMS	AMAZON CAPITAL SERVICES	WELLNESS PROGRAM INCE	114-4110995-7031442	12/12/2023	131.37	None
01-0100-3-746000	EMPLOYEE PROGRAMS	AMAZON CAPITAL SERVICES	WELLNESS PROGRAM INCE	114-5275157-9696205	12/12/2023	78.34	None
01-0100-4-710000	TELEPHONE	GRANITE TELECOMMUNICATI	SERVICE 12/23	04802544	12/12/2023	773.27	None
01-0100-5-722000	POSTAGE	QUADIENT LEASING USA, I	POSTAGE MACHINE LEASE	Q1080841	12/12/2023	583.29	None
01-0100-5-723000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	OFFICE SUPPLY	1G9H-XKH3-D74N	12/12/2023	6.99	None
01-0100-5-723000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	RECEIPT PAPERS	1WWN-TYQK-N97F	12/12/2023	64.95	None
01-0100-5-723000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	RECEIPT PAPERS	1WWW-7MCQ-MCG6	12/12/2023	25.99	None
01-0100-5-723000	OFFICE SUPPLIES	ODP BUSINESS SOLUTIONS,	OFFICE SUPPLIES	28867268	12/12/2023	402.84	None
01-0100-5-723000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	2-STANDING DESK	1JL9-94DQ-36RP	12/12/2023	305.98	None
01-0100-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	IPELRA	IPELRA TRAINING CLASS	2023LGSLTVPDTS4J000	12/12/2023	198.00	None
01-0100-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	HOUTZ-MENZIES, JENNIFER	REIMBURSE-MILEAGE/MEA	11/23	12/12/2023	204.87	None
01-0100-5-743000	TRIBUNE LEGAL NOTICE-ND PARK BID	CHICAGO TRIBUNE CO LLC	LEGAL NOTICE	7530272	12/12/2023	60.00	None
01-0100-5-743000	PUBLICATION	DAILY HERALD	TAX LEVY- LEGAL BILLI	271720	12/12/2023	257.60	None
01-0100-5-744000	PRINTING	JAMES W SMITH PRINTING	PRINTING VILLAGE VIEW	052598	12/12/2023	4,413.00	None
01-0100-5-744000	PUBLICATION	TURCOTTE O'KEEFFE, INC	2023 WINTER VILLAGE V	105315	12/12/2023	575.00	None
01-0100-7-713000	MAINTENANCE - COPY MACHINE	RICOH USA, INC	ADDT'L COPIES 9/1/23-	5068561202	12/12/2023	697.83	None
Total Department 0100 ADMINISTRATION/FINANCE						9,515.36	
<b>Department: 0201 ENGINEERING</b>							
01-0201-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	SHELVING UNITS	8095	12/12/2023	424.38	None
01-0201-5-706000	MATERIALS AND SUPPLIES	AMAZON CAPITAL SERVICES	PHONE CASE	1CD9-MQG3-39TF	12/12/2023	9.99	None
01-0201-5-706000	MATERIALS AND SUPPLIES	AMAZON CAPITAL SERVICES	XMAS TREE-CD/PW	17KC-V4RP-39ZC	12/12/2023	50.00	None
01-0201-5-723000	OFFICE SUPPLIES	RICOH USA, INC	ADDT'L COPIES 9/1/23-	5068561202	12/12/2023	284.61	None
01-0201-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	ASFPM	ASFPM MEMBERSHIP RENE	30963	12/12/2023	180.00	None
01-0201-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	ILLINOIS DEPT OF FINCL	PROF ENG LICENSE RENE	1097073	12/12/2023	61.35	None
Total Department 0201 ENGINEERING						1,010.33	
<b>Department: 0203 STREETS</b>							
01-0203-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL I	1/24	12/12/2023	11,118.00	None
01-0203-3-742000	COPY MACHINE LEASE	RICOH USA, INC	ADDT'L COPIES 9/1/23-	5068561202	12/12/2023	37.43	None
01-0203-4-707000	STREETLIGHT ENERGY	CONSTELLATION NEW ENERG	SERVICE 10/23	66963455501/OCT23	12/12/2023	653.14	None
01-0203-5-706000	MATERIALS AND SUPPLIES	GRAINGER INC	20- FIRST AID KITS	9913278777	12/12/2023	170.20	None

**INVOICE DISTRIBUTION REPORT FOR VILLAGE OF LIBERTYVILLE**

EXP CHECK RUN DATES 12/12/2023 - 12/12/2023

POSTED  
OPEN AND PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
<b>Fund: 01 GENERAL FUND</b>							
<b>Department: 0203 STREETS</b>							
01-0203-5-752000	UNIFORMS	CUTLER WORKWEAR	UNIFORM-WEDGE	PS-INV027806	12/12/2023	251.08	None
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	CHECKED OUT WIRE-BURD	047740	12/12/2023	305.96	None
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	REPLACE LIGHT HEAD-WI	047739	12/12/2023	249.40	None
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	LOCATE & REPAIR CABLE	047737	12/12/2023	1,232.76	None
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	REPAIR CABLE FAULT-W	047738	12/12/2023	822.93	None
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	LOCATE & REPAIR FAULT	047735	12/12/2023	1,582.28	None
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	SAFE OFF KNOCKED DOWN	047734	12/12/2023	244.77	None
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	PARTIAL BILL:TAKE DOW	047788	12/12/2023	2,911.66	None
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	STREET LIGHT MAINT 10	047800	12/12/2023	9,197.49	None
01-0203-7-712000	MAINTENANCE BUILDINGS	BEST QUALITY CLEANING	JANITORIAL SERVICES 1	47946	12/12/2023	225.00	None
01-0203-7-712000	MAINTENANCE BUILDINGS	FERGUSON ENTERPRISES LL	HANDLE FOR SLOP SINK	7525533	12/12/2023	106.99	None
01-0203-7-713000	MAINTENANCE ROADWAY MEDIANS	BUHRMAN DESIGN GROUP IN	LANDSCAPE MAINT 12/23	CLIP16223	12/12/2023	1,717.00	None
01-0203-7-713000	MAINTENANCE ROADWAY MEDIANS	FLECK'S LANDSCAPING	LANDSCAPE MAINT #8	2311407	12/12/2023	4,155.92	None
01-0203-7-719000	MAINTENANCE SIGNS	GRIMCO INC	SIGN MATERIALS	31623838-01	12/12/2023	185.25	None
01-0203-7-719000	MAINTENANCE SIGNS	LAKE COUNTY TREASURER	SIGN BLANKS 10/23	430034722	12/12/2023	51.84	None
01-0203-7-719000	MAINTENANCE SIGNS	TRAFFIC CONTROL & PROTE	SIGN PARTS	117376	12/12/2023	464.90	None
01-0203-7-719000	MAINTENANCE SIGNS	3M COMPANY	SIGN SHEETING	9425964790	12/12/2023	846.00	None
01-0203-7-731000	TRAFFIC SIGNAL MAINTENANCE	LAKE COUNTY TREASURER	TRAFFIC SIGNAL MAINT	430034763	12/12/2023	1,465.14	None
Total Department 0203 STREETS						37,995.14	
<b>Department: 0205 REFUSE &amp; RECYCLING</b>							
01-0205-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL I	1/24	12/12/2023	2,814.00	None
Total Department 0205 REFUSE & RECYCLING						2,814.00	
<b>Department: 0301 PLANNING DIVISION</b>							
01-0301-3-742000	COPY MACHINE LEASE	RICOH USA, INC	ADDT'L COPIES 9/1/23-	5068561202	12/12/2023	284.61	None
01-0301-3-742000	COPY MACHINE LEASE	RICOH USA, INC	ADDT'L COPIES 9/1/23-	5068561202	12/12/2023	45.88	None
01-0301-5-706000	MATERIALS AND SUPPLIES	AMAZON CAPITAL SERVICES	XMAS TREE-CD/PW	17KC-V4RP-39ZC	12/12/2023	49.99	None
01-0301-5-726000	TRAVEL, TRAIN, SUBSCRIPT, DUES	APA, ILLINOIS CHAPTER	MEMBERSHIP FEES-SPODE	3407054	12/12/2023	771.00	None
Total Department 0301 PLANNING DIVISION						1,151.48	
<b>Department: 0302 BUILDING SERVICES</b>							
01-0302-3-728000	TECHNICAL SERVICES	THOMPSON ELEVATOR INSPE	22-ELEVATOR CODE INSP	23-2826	12/12/2023	1,075.00	None
01-0302-5-723000	OFFICE SUPPLIES	ODP BUSINESS SOLUTIONS,	OFFICE SUPPLIES	28867268	12/12/2023	72.62	None
01-0302-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	BUILDING & FIRE CODE AC	COURSE REGISTRATION-S	11/23	12/12/2023	400.00	None
01-0302-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	NWBOCA 2018 FALL SCHOOL	FALL REGISTRATION-SIE	461	12/12/2023	240.00	None
01-0302-5-726000	TRAINING MTG	NW BOCA	7-HOLIDAY MTG-JEN/GIN	11/23	12/12/2023	210.00	None
01-0302-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	SUBURBAN BLDG OFFICIALS	SBOC EVENT REGISTRATI	PWN4JQM2RM6	12/12/2023	35.00	None
01-0302-5-729000	REIMBURSEABLE EXPENSES	KIMLEY-HORN AND ASSOCIA	ENG SERV/COMED	168586022-1023	12/12/2023	510.00	None
01-0302-5-729000	REIMBURSEABLE EXPENSES	RECORDER OF DEEDS	ORDINANCE-TOHOVITIS/M	1931	12/12/2023	100.00	None
01-0302-7-715000	MAINTENANCE OTHER EQUIPMENT	RICOH USA, INC	ADDT'L COPIES 9/1/23-	5068561202	12/12/2023	284.60	None
Total Department 0302 BUILDING SERVICES						2,927.22	
<b>Department: 0303 ECONOMIC DEVELOPMENT</b>							
01-0303-3-728000	TECHNICAL SERVICE	COSTAR REALTY INFORMATI	COSTAR REAL ESTATE SU	11156594	12/12/2023	430.00	None
Total Department 0303 ECONOMIC DEVELOPMENT						430.00	
<b>Department: 0501 POLICE ADMIN, COMMUNICATION &amp; RECORDS</b>							
01-0501-3-705000	CONTRACTUAL SERVICES	COMMONWEALTH EDISON CO	SERVICE 10/23	0228160094/OCT23	12/12/2023	5.30	None
01-0501-3-705000	CONTRACTUAL SERVICES	STERICYCLE, INC	SHREDDING 10/30/23	8005364607	12/12/2023	151.37	None
01-0501-3-705000	CONTRACTUAL SERVICES	STERICYCLE, INC	BIO HAZARED P/U FEE	8005374068	12/12/2023	30.69	None

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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
<b>Fund: 01 GENERAL FUND</b>							
<b>Department: 0501 POLICE ADMIN, COMMUNICATION &amp; RECORDS</b>							
01-0501-3-705000	CONTRACTUAL SERVICES	COMMONWEALTH EDISON CO	SERVICE 11/23	0612012049/NOV23	12/12/2023	12.91	None
01-0501-3-705000	CONTRACTUAL SERVICES	SENSYS GATSO. USA	RED LIGHT CAMERA PROG	23400396	12/12/2023	1,710.00	None
01-0501-3-742000	COPY MACHINE LEASE	RICOH USA, INC	ADDT'L COPIES 9/1/23-	5068561202	12/12/2023	53.84	None
01-0501-5-723000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	RETURN-TONER CARTRIDG	1G9H-XKH3-VPMY	12/12/2023	(67.95)	None
01-0501-5-723000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	RETURN-TONER CARTRIDG	1KJM-FPXG-TDFV	12/12/2023	(67.95)	None
01-0501-5-723000	OFFICE SUPPLIES	ODP BUSINESS SOLUTIONS,	OFFICE SUPPLIES	28867268	12/12/2023	1,660.39	None
01-0501-5-743000	PRINTING AND PUBLICATIONS	RYDIN DECAL -DRI-STICK	2024 LAKE ST METRA TA	PS-INV113932	12/12/2023	1,194.04	None
Total Department 0501 POLICE ADMIN, COMMUNICATION & RECORDS						4,682.64	
<b>Department: 0502 POLICE PATROL</b>							
01-0502-3-705000	CONTRACTUAL SERVICES	ALL WAYS TOWING & RECOV	TOWING/#23-30449	23-11-17550	12/12/2023	380.00	None
01-0502-5-706000	MATERIALS AND SUPPLIES	HANDCUFF WAREHOUSE	20-SPIT HOOD FOR PRIS	4113347	12/12/2023	170.60	None
01-0502-5-706000	9MM, 115GR, FMJ, 50RD/BOX	RAY O'HERRON CO INC	AMMUNITION	2308155	12/12/2023	3,285.00	None
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	CALIBRE PRESS	TRAINING CLASS-PEELER	2390178	12/12/2023	199.00	None
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	STECKENRIDER, BELINDA	REIMBURSE-MEALS FOR T	11/23	12/12/2023	96.00	None
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	STREICHER'S	TRAINING GUN	I1667360	12/12/2023	109.98	None
01-0502-5-752000	UNIFORMS	THE EAGLE UNIFORM CO	UNIFORM-JOBE	18822	12/12/2023	426.00	None
01-0502-5-752000	UNIFORMS	THE EAGLE UNIFORM CO	UNIFORM-HARTMAN	18823	12/12/2023	426.00	None
01-0502-5-752000	UNIFORMS	THE EAGLE UNIFORM CO	UNIFORM-SCHULIEN	18824	12/12/2023	426.00	None
01-0502-5-752000	UNIFORMS	THE EAGLE UNIFORM CO	UNIFORM-HOWARD	18825	12/12/2023	56.00	None
01-0502-5-752000	UNIFORMS	THE EAGLE UNIFORM CO	2-PANTS-MANNENIN	18826	12/12/2023	160.00	None
01-0502-5-752000	UNIFORMS	THE EAGLE UNIFORM CO	UNIFORM-RACIC	18827	12/12/2023	160.00	None
01-0502-5-752000	UNIFORMS	THE EAGLE UNIFORM CO	JACKET-HOWARD	18828	12/12/2023	105.00	None
01-0502-7-715000	RANGE MAINTENANCE	SARGE'S RANGE SERVICE I	REMOVE & REPLACE RANG	SRS-42	12/12/2023	3,000.00	None
Total Department 0502 POLICE PATROL						8,999.58	
<b>Department: 0503 POLICE-INVESTIGATIONS</b>							
01-0503-3-705000	CONTRACTUAL SERVICES	WEST GROUP PAYMENT CENT	WEST INVESTIGATIVE IN	849344103	12/12/2023	307.84	None
Total Department 0503 POLICE-INVESTIGATIONS						307.84	
<b>Department: 0504 POLICE-COMMUNITY POLICING</b>							
01-0504-5-706000	MATERIALS AND SUPPLIES	SAM'S CLUB DIRECT COMM.	RETURN-HALLOWEEN FEST	11/23	12/12/2023	(95.34)	None
01-0504-5-706000	MATERIALS AND SUPPLIES	LIBERTY DOG SPA	GROOMERS	11/23	12/12/2023	51.40	None
Total Department 0504 POLICE-COMMUNITY POLICING						(43.94)	
<b>Department: 0505 POLICE-COMMUNITY SERVICES</b>							
01-0505-5-752000	UNIFORMS	J.G. UNIFORMS INC	VEST COVER W/POCKETS-	123998	12/12/2023	180.00	None
Total Department 0505 POLICE-COMMUNITY SERVICES						180.00	
<b>Department: 0601 FIRE-ADMINISTRATION</b>							
01-0601-3-742000	COPY MACHINE LEASE	RICOH USA, INC	ADDT'L COPIES 9/1/23-	5068561202	12/12/2023	97.25	None
01-0601-4-710000	TELEPHONE	PEERLESS NETWORK, INC	POTS LINE 11/23	39005	12/12/2023	20.73	None
01-0601-4-710000	TELEPHONE	PEERLESS NETWORK, INC	POTS LINE 11/23	39005	12/12/2023	20.73	None
01-0601-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 11/23	39005	12/12/2023	405.06	None
01-0601-4-710000	TELEPHONE	GRANITE TELECOMMUNICATI	SERVICE 12/23	04802544	12/12/2023	329.75	None
01-0601-5-723000	OFFICE SUPPLIES	ODP BUSINESS SOLUTIONS,	OFFICE SUPPLIES	28867268	12/12/2023	72.00	None
Total Department 0601 FIRE-ADMINISTRATION						945.52	
<b>Department: 0602 FIRE PREVENTION</b>							
01-0602-3-705000	CONTRACTUAL SERVICES	T-MOBILE	IPAD SERV 10/21/23-11	988105346	12/12/2023	126.84	None
01-0602-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	INTERNATIONAL CODE COUN	UPDATED FIRE CODES	101666090	12/12/2023	366.50	None

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<b>Fund: 01 GENERAL FUND</b>							
<b>Department: 0602 FIRE PREVENTION</b>							
Total Department 0602 FIRE PREVENTION						493.34	
<b>Department: 0603 FIRE-EMERGENCY SERVICES</b>							
01-0603-3-705000	CONTRACTURAL SERVICES	ACTIVE911, INC	ADDT'L LICENSES FOR M	531349	12/12/2023	67.50	None
01-0603-3-705000	CONTRACTURAL SERVICES	HFS BUREAU OF FISCAL OP	GEMT REVENUE SHARE W/	GEMT202234240	12/12/2023	664,628.09	None
01-0603-3-705000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 11/23 & 12/23	39005	12/12/2023	117.80	None
01-0603-3-705000	CONTRACTURAL SERVICES	PEERLESS NETWORK, INC	SERVICE 11/23 & 12/23	39005	12/12/2023	(19.06)	None
01-0603-3-728000	TECHNICAL SERVICES	THE 100 CLUB OF ILLINOI	4-2024 FRONTLINE CONV	2382	12/12/2023	400.00	None
01-0603-3-728000	TECHNICAL SERVICES	COMCAST	SERVICE 12/1/23-12/31	188769762	12/12/2023	1,585.51	None
01-0603-5-707000	RENTAL & USER FEES	IL DEPT OF PUBLIC HEALT	PARAMEDIC LICENSE REN	10/23	12/12/2023	41.00	None
01-0603-5-707000	RENTAL & USER FEES	IL DEPT OF PUBLIC HEALT	PARAMEDIC LICENSE REN	11/23	12/12/2023	41.00	None
01-0603-5-707000	RENTAL & USER FEES	IL DEPT OF PUBLIC HEALT	PARAMEDIC LICENSE REN	11/23	12/12/2023	41.00	None
01-0603-5-707000	RENTAL & USER FEES	IL DEPT OF PUBLIC HEALT	PARAMEDIC LICENSE REN	11/23	12/12/2023	41.00	None
01-0603-5-707000	FIREFIGHTER SUPPLIES	AIR ONE EQUIPMENT, INC	METER CALIBRATIONS	200314	12/12/2023	465.00	None
01-0603-5-707000	FIREFIGHTER SUPPLIES	DIVE RESCUE INTERNATION	SWIFT WATER GEAR-BOYL	INV194145	12/12/2023	980.26	None
01-0603-5-707000	FIREFIGHTER SUPPLIES	AMAZON CAPITAL SERVICES	2-CPR TRAINING MASK A	16J9-LHRK-V6KD	12/12/2023	85.00	None
01-0603-5-707000	FIREFIGHTER SUPPLIES	AMERICAN GASES CORP	OXYGEN	4**88*	12/12/2023	183.96	None
01-0603-5-707000	FIREFIGHTER SUPPLIES	DIVE RIGHT IN SCUBA	ICE DIVING GLOVES-MOY	222785	12/12/2023	104.25	None
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	EXPEDIA	LODGING-BLUE CARD CLA	72698230348600	12/12/2023	622.60	None
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	EXPEDIA	TRAVEL-BLUE CARD CLAS	11/23	12/12/2023	612.99	None
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	NIPSTA	CLASS REGISTRATION-RE	50692218	12/12/2023	1,325.00	None
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	NIPSTA	CLASS REGISTRATION-WE	49825673	12/12/2023	1,325.00	None
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	NIPSTA	CLASS REGISTRATION-GR	57018914	12/12/2023	575.00	None
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	NIPSTA	CLASS REGISTRATION-AH	49198645	12/12/2023	1,900.00	None
Total Department 0603 FIRE-EMERGENCY SERVICES						675,122.90	
<b>Department: 0604 FIRE-SUPPORT SERVICES</b>							
01-0604-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTY	MISC HARDWARE & SUPPL	622430	12/12/2023	322.90	None
01-0604-5-707000	STRUCTURE FIRE GLOVES	W.S. DARLEY & CO	GLOVES	17514281	12/12/2023	211.55	None
01-0604-5-707000	ETHOS PANT	THE SUPPLY CACHE	WILDLAND FIREFIGHT GE	312255C	12/12/2023	299.95	None
01-0604-5-707000	WILDLAND TACTICAL BOOT	THE SUPPLY CACHE	WILDLAND FIREFIGHT GE	312255C	12/12/2023	399.95	None
01-0604-5-707000	RETURN	THE SUPPLY CACHE	WILDLAND FIREFIGHT GE	312255C	12/12/2023	(664.64)	None
01-0604-5-752000	UNIFORMS-MCGUIRE	THE LOCKER SHOP	UNIFORM-MCGUIRE	118257	12/12/2023	1,463.00	None
01-0604-5-752000	UNIFORMS-LAMPRICH	THE LOCKER SHOP	UNIFORM-LAMPRICH	116929	12/12/2023	272.00	None
01-0604-5-752000	UNIFORMS-SUGERMAN S	THE LOCKER SHOP	UNIFORM-SUGARMAN,S	118256	12/12/2023	1,463.00	None
01-0604-5-752000	UNIFORMS-ADAMS	THE LOCKER SHOP	UNIFORM-ADAMS	118255	12/12/2023	287.00	None
01-0604-5-752000	SPARE DEPARTMENT TSHIRTS	THE LOCKER SHOP	TEE SHIRTS-ADAMS	116981	12/12/2023	560.00	None
01-0604-5-752000	POLOS-COMMISSIONERS	THE LOCKER SHOP	POLOS-ADAMS	117093	12/12/2023	174.00	None
01-0604-5-752000	UNIFORMS-RECKLING	THE LOCKER SHOP	UNIFORM-RECKLING	117076	12/12/2023	252.00	None
01-0604-5-752000	UNIFORMS-PITEL	THE LOCKER SHOP	UNIFORM-PITEL	118254	12/12/2023	436.00	None
01-0604-5-752000	UNIFORMS-ZIEBA	THE LOCKER SHOP	UNIFORM-ZIEBA	118253	12/12/2023	1,087.00	None
01-0604-5-752000	UNIFORMS-POPP	THE LOCKER SHOP	PULLOVER-WOODWARD	117350	12/12/2023	44.00	None
01-0604-5-752000	UNIFORMS-POPP	THE LOCKER SHOP	UNIFORM-POPP	118252	12/12/2023	484.00	None
01-0604-5-752000	UNIFORMS - RILEY	THE LOCKER SHOP	UNIFORM-RILEY	118251	12/12/2023	1,088.00	None
01-0604-7-712000	STATION HVAC AIR FILTERS	GRAINGER INC	AIR FILTERS	9915137492	12/12/2023	183.39	None
01-0604-7-712000	KITCHEN HOOD MAINTENANCE	INT'L FIRE EQUIPMENT CO	SEMI-ANNUAL MAINT FIR	112292	12/12/2023	248.03	None
01-0604-7-712000	SERVICE CALL FOR HVAC	IRELAND HEATING & AIR	SERV CALL: NO HEAT -	99232	12/12/2023	350.00	None
01-0604-7-713000	MAINTENANCE GROUNDS	BUHRMAN DESIGN GROUP IN	LANDSCAPE MAINT 12/23	CLIP16223	12/12/2023	555.17	None
01-0604-7-713000	MAINTENANCE GROUNDS	FLECK'S LANDSCAPING	LANDSCAPE MAINT #8	2311407	12/12/2023	150.08	None
01-0604-7-715000	MAINTENANCE OTHER EQUIPMENT	ROCKY MOUNTAIN COMMUNIC	2-2-MOBILE RADIOS	13678	12/12/2023	1,000.00	None

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<b>Fund: 01 GENERAL FUND</b>							
<b>Department: 0604 FIRE-SUPPORT SERVICES</b>							
Total Department 0604 FIRE-SUPPORT SERVICES						10,666.38	
<b>Department: 0701 PARKS</b>							
01-0701-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL I	1/24	12/12/2023	14,993.00	None
01-0701-3-705000	CONTRACTUAL SERVICES	BEST QUALITY CLEANING	JANITORIAL SERVICES 1	47946	12/12/2023	375.00	None
01-0701-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 10/23	4533139001/OCT23	12/12/2023	22.45	None
01-0701-4-708000	NICHOLAS DOWDEN PARK	COMMONWEALTH EDISON CO	SERVICE 11/23	1821095159/NOV23	12/12/2023	29.89	None
01-0701-4-710000	TELEPHONE	PEERLESS NETWORK, INC	POTS LINE 11/23	39005	12/12/2023	20.73	None
01-0701-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	FENCE POSTS	08495	12/12/2023	88.45	None
01-0701-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTY	MISC HARDWARE & SUPPL	622430	12/12/2023	234.81	None
01-0701-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTY	MISC HARDWARE & SUPPL	622430	12/12/2023	(52.23)	None
01-0701-5-723000	OFFICE SUPPLIES	ODP BUSINESS SOLUTIONS,	OFFICE SUPPLIES	28867268	12/12/2023	63.01	None
01-0701-5-728000	FALL & SPRING TREE STUMPING	FLECK'S LANDSCAPING	FALL TREE STUMPING	2310642	12/12/2023	19,538.00	None
01-0701-5-728000	TREE SURGERY AND SPRAYING	FLECK'S LANDSCAPING	FALL TREE STUMPING	2310642	12/12/2023	1,780.00	None
01-0701-5-728000	COOK PARK EVERGREEN TREE APPLICAT	KINNUCAN CO.	EVERGREEN FUNGICIDE A	401625	12/12/2023	293.00	None
01-0701-5-752000	WORK BOOTS	CUTLER WORKWEAR	BOOTS-DIPAALO	PS-INV027573	12/12/2023	206.95	None
01-0701-5-752000	UNIFORMS	LECHNER & SONS	UNIFORMS	3309585	12/12/2023	31.21	None
01-0701-5-752000	UNIFORMS	LECHNER & SONS	UNIFORMS	3312885	12/12/2023	76.14	None
01-0701-7-712000	MAINTENANCE BUILDING	ACE HARDWARE OF LIBERTY	MISC HARDWARE & SUPPL	622430	12/12/2023	127.23	None
01-0701-7-712000	MAINTENANCE BUILDING	INT'L FIRE EQUIPMENT CO	ANNUAL MAINT EXTINGUI	112297	12/12/2023	61.04	None
01-0701-7-712000	MAINTENANCE BUILDING	GROWER EQUIPMENT & SUPP	MISC SHOP SUPPLIES	41899	12/12/2023	92.75	None
01-0701-7-713000	MAINTENANCE GROUNDS	BUHRMAN DESIGN GROUP IN	LANDSCAPE MAINT 12/23	CLIP16223	12/12/2023	19,870.33	None
01-0701-7-713000	LEGAL NOTICE	PADDOCK PUBLICATIONS, I	SHORELINE PLANT MAINT	271329	12/12/2023	27.60	None
01-0701-7-713000	MAINTENANCE GROUNDS	FLECK'S LANDSCAPING	LANDSCAPE MAINT #8	2311407	12/12/2023	1,341.58	None
Total Department 0701 PARKS						59,220.94	
<b>Department: 0702 RECREATION</b>							
01-0702-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 11/23 & 12/23	39005	12/12/2023	18.74	None
01-0702-4-710000	TELEPHONE	GRANITE TELECOMMUNICATI	SERVICE 12/23	04802544	12/12/2023	773.21	None
01-0702-5-706000	SUPPL & EXP - TOT PROGRAMS	PESSIN, JON	BALANCE: SANTA CLAUS	11/23	12/12/2023	50.00	None
01-0702-5-706000	SUPPL & EXP - TOT PROGRAMS	HERCHENBACH, JULIE	REIMBURSE-PRESCHOOL S	11/23	12/12/2023	27.50	None
01-0702-5-706000	SUPPL & EXP - TOT PROGRAMS	RICOH USA, INC	ADDT'L COPIES 9/1/23-	5068561202	12/12/2023	176.74	None
01-0702-5-722000	SEASONAL BROCHURES	JAMES W SMITH PRINTING	WINTER POSTCARD PRINT	052597	12/12/2023	2,735.00	None
01-0702-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	IPRA [IL PARKS & RECREA	MEMBERSHIP DUES-LAPOR	32585	12/12/2023	265.00	None
01-0702-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	IPRA [IL PARKS & RECREA	CONFERENCE REGISTRATI	ZRDBL	12/12/2023	365.00	None
01-0702-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	NATIONAL RECREATION & P	NRPA MEMBERSHIP DUES-	963946	12/12/2023	180.00	None
01-0702-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	CONSTANT CONTACT	EMAIL SERVICE MONTHLY	11/23	12/12/2023	28.50	None
01-0702-5-732000	SUPPLIES & EXP -SPC EVNT FMLY	SAM'S CLUB DIRECT COMM.	TRUCK OR TREAT SNACKS	10/23	12/12/2023	46.24	None
01-0702-5-732000	SUPPLIES & EXP -SPC EVNT FMLY	DOMINO'S PIZZA	PARENTS NIGHT OUT	11/23	12/12/2023	27.00	None
01-0702-5-732000	SUPPLIES & EXP -SPC EVNT FMLY	WALGREENS	CANDY CANES-TREE LIGH	11/23	12/12/2023	55.86	None
01-0702-5-732000	SUPPLIES & EXP -SPC EVNT FMLY	ACE HARDWARE OF LIBERTY	MISC HARDWARE & SUPPL	622430	12/12/2023	19.99	None
01-0702-5-750000	REFUNDS	NIZZI, DENISE	REFUND-LODGE RENTAL	2003539.002	12/12/2023	95.00	None
01-0702-5-750000	REFUNDS	CARINA DELAVEGA	REFUND-LOW ENROLLMENT	2003538.002	12/12/2023	38.00	None
01-0702-5-750000	REFUNDS	GUGLIELMI, CHRIS	REFUND-LOW ENROLLMENT	2003541.002	12/12/2023	123.00	None
01-0702-5-750000	REFUNDS	GREISING, SAGE	REFUND-LOW ENROLLMENT	2003540.002	12/12/2023	38.00	None
01-0702-5-750000	REFUNDS	BOBROFF, REBECCA	REFUND OF CLASS	2003543.002	12/12/2023	85.00	None
01-0702-7-712000	MAINTENANCE BUILDING	SHERWIN-WILLIAMS	PAINT	4336-0	12/12/2023	58.28	None
01-0702-7-712000	MAINTENANCE BUILDING	BEST QUALITY CLEANING	JANITORIAL SERVICES 1	47946	12/12/2023	1,350.00	None
01-0702-7-712000	MAINTENANCE BUILDING	BEST QUALITY CLEANING	JANITORIAL SERVICES 1	47946	12/12/2023	1,000.00	None
01-0702-7-712000	MAINTENANCE BUILDING	BEST QUALITY CLEANING	JANITORIAL SERVICES 1	47946	12/12/2023	950.00	None

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<b>Fund: 01 GENERAL FUND</b>							
<b>Department: 0702 RECREATION</b>							
01-0702-7-712000	MAINTENANCE BUILDING	BEST QUALITY CLEANING	JANITORIAL SERVICES 1	47946	12/12/2023	275.00	None
01-0702-7-712000	MAINTENANCE BUILDING	BEST QUALITY CLEANING	JANITORIAL SERVICES 1	47946	12/12/2023	150.00	None
01-0702-7-712000	CRAWFORD HOUSE INTERNET	COMCAST	SERVICE 11/23	8771101090489895/NO	12/12/2023	1,619.40	None
01-0702-7-712000	MAINTENANCE BUILDING	INT'L FIRE EQUIPMENT CO	ANNUAL MAINT EXTINGUI	112301	12/12/2023	271.27	None
Total Department 0702 RECREATION						10,821.73	
<b>Department: 0703 SWIMMING POOL OPERATIONS</b>							
01-0703-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 12/23	39005	12/12/2023	98.10	None
01-0703-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 11/23 & 12/23	39005	12/12/2023	18.73	None
01-0703-4-710000	TELEPHONE	GRANITE TELECOMMUNICATI	SERVICE 12/23	04802544	12/12/2023	73.80	None
01-0703-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	IPRA [IL PARKS & RECREA	CONFERENCE REGISTRATI	ZSVDV	12/12/2023	365.00	None
01-0703-7-712000	MAINTENANCE BUILDING	BEST QUALITY CLEANING	JANITORIAL SERVICES 1	47946	12/12/2023	350.00	None
01-0703-7-716000	HEATER RELAY KIT	GRAINGER INC	TIME DELAY RELAY KIT	9912748473	12/12/2023	147.07	None
Total Department 0703 SWIMMING POOL OPERATIONS						1,052.70	
<b>Department: 1200 LEGISLATIVE BDS &amp; COMMITTEES</b>							
01-1200-3-728000	TECHNICAL SERVICE	CIVICPLUS, INC	QTRLY HOSTING & SUPPO	285207	12/12/2023	3,530.93	None
01-1200-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	LAKE COUNTY MUNICIPAL L	2023 ANNUAL DINNER-JO	8290903479	12/12/2023	65.87	None
01-1200-5-798000	BUSINESS APPRECIATION BREAKFST	MICKEY FINN'S BREWERY	BUSINESS APPRECIATION	5	12/12/2023	3,030.00	None
Total Department 1200 LEGISLATIVE BDS & COMMITTEES						6,626.80	
<b>Department: 1300 LEGAL</b>							
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	MONTHLY LEGAL RETAINE	15243	12/12/2023	15,750.00	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-INTERGO	15264	12/12/2023	256.50	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-MAJOR C	15265	12/12/2023	150.00	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL - 513 E	15250	12/12/2023	774.50	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-ZONING	15266	12/12/2023	2,121.00	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-COMM PA	15256	12/12/2023	1,572.50	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL - TRIMM	15257	12/12/2023	517.50	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL - FINAN	15267	12/12/2023	300.00	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-NICHOLA	15269	12/12/2023	399.00	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-VLG PRO	15270	12/12/2023	773.00	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-NEW POL	15263	12/12/2023	600.00	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-MISC LI	15268	12/12/2023	1,056.00	None
01-1300-3-778000	LABOR COUNSEL	CLARK BAIRD SMITH LLP	LEGAL COUNSEL 9/23	17411	12/12/2023	1,095.00	None
01-1300-3-778000	LABOR COUNSEL	CLARK BAIRD SMITH LLP	LEGAL COUNSEL 10/23	17522	12/12/2023	5,907.50	None
01-1300-3-778000	LABOR COUNSEL	CLARK BAIRD SMITH LLP	LEGAL COUNSEL 11/23	17661	12/12/2023	1,916.25	None
01-1300-3-799000	LABOR COUNSEL	ENGLER CALLAWAY BAASTEN	WORK ON ANTI-HARASSME	32484	12/12/2023	655.50	None
01-1300-3-799000	OTHER LEGAL	NEAL & LEROY, LLC	LEGAL SERVICES 10/23	8	12/12/2023	5,158.75	None
01-1300-3-799000	OTHER LEGAL	NEAL & LEROY, LLC	LEGAL SERVICES 19/23	7	12/12/2023	3,905.00	None
Total Department 1300 LEGAL						42,908.00	
<b>Department: 1500 CENTRAL BUSINESS DST PARKING</b>							
01-1500-7-712000	MAINTENANCE BUILDING	AMERICAN HOIST & MANLIF	ELEVATOR MAINTENANCE	26822	12/12/2023	355.00	None
01-1500-7-712000	MAINTENANCE BUILDING	AMERICAN HOIST & MANLIF	ELEVATOR MAINTENANCE	26822	12/12/2023	355.00	None
01-1500-7-712000	MAINTENANCE BUILDING	AMERICAN HOIST & MANLIF	INSTALL NEW START-LAK	26885	12/12/2023	465.00	None
01-1500-7-712000	MAINTENANCE BUILDING	AMERICAN HOIST & MANLIF	INSTALL SECURITY GATE	27267	12/12/2023	1,116.00	None
01-1500-7-712000	MAINTENANCE BUILDING	INT'L FIRE EQUIPMENT CO	ANNUAL MAINT EXTINGUI	112296	12/12/2023	128.39	None
01-1500-7-713000	MAINTENANCE PARKING LOTS	BUHRMAN DESIGN GROUP IN	LANDSCAPE MAINT 12/23	CLIP16223	12/12/2023	909.92	None
Total Department 1500 CENTRAL BUSINESS DST PARKING						3,329.31	

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<b>Fund: 01 GENERAL FUND</b>							
<b>Department: 1600 COMMUNITY ORGAN/ACTIVITIES</b>							
01-1600-5-761000	SANTA PARADE ITEMS	MENARDS INC	TREE LIGHTING LIGHTS	08440	12/12/2023	78.14	None
01-1600-5-761000	SANTA PARADE DECORATIONS	LOWE'S BUSINESS ACCOUNT	SANTA FLOAT INSULATIO	11/23	12/12/2023	33.40	None
01-1600-5-761000	SPECIAL EVENTS	AMAZON CAPITAL SERVICES	HEATED BLANKET	1WLH-33PY-PJVM	12/12/2023	59.48	None
01-1600-5-761000	SPECIAL EVENTS	MENARDS INC	SANTA PARADE SUPPLIES	08801	12/12/2023	240.03	None
Total Department 1600 COMMUNITY ORGAN/ACTIVITIES						411.05	
<b>Department: 1700 PUBLIC BUILDINGS</b>							
01-1700-4-712000	STORMWATER FEE	VILLAGE OF LIBERTYVILLE	STORMSEWER VILLAGE AC	12/23	12/12/2023	2,557.10	None
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	BEST QUALITY CLEANING	JANITORIAL SERVICES 1	47946	12/12/2023	950.00	None
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	BUHRMAN DESIGN GROUP IN	LANDSCAPE MAINT 12/23	CLIP16223	12/12/2023	266.58	None
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	AMERICAN HOIST & MANLIF	ELEVATOR MAINTENANCE	26822	12/12/2023	177.50	None
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	LECHNER & SONS	FLOOR MATS FOR THE VH	3311285	12/12/2023	103.73	None
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	MKC PLUMBING INC	SUMP PUMP REPLACEMENT	4826	12/12/2023	1,680.00	None
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	LAFORCE INC	KEY CORE	1235901	12/12/2023	244.00	None
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	BEST QUALITY CLEANING	JANITORIAL SERVICES 1	47946	12/12/2023	1,525.00	None
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	BUHRMAN DESIGN GROUP IN	LANDSCAPE MAINT 12/23	CLIP16223	12/12/2023	1,029.25	None
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	AMERICAN HOIST & MANLIF	ELEVATOR MAINTENANCE	26822	12/12/2023	177.50	None
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	ACE HARDWARE OF LIBERTY	MISC HARDWARE & SUPPL	622430	12/12/2023	2.97	None
01-1700-7-713000	PEST SCHERTZ	AEREX PEST CONTROL SERV	PEST CONTROL 12/1/23-	2544362	12/12/2023	180.00	None
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	FORCE MANUFACTURING	STEEL FOR SHOOTING RA	2000-23-046	12/12/2023	283.00	None
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	DATUM STORAGE SOLUTIONS	FREIGHT-WOMENS LOCKER	2959067	12/12/2023	1,900.00	None
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	J & R LOCK & SAFE, INC	MASTER REKEY CYCLINDE	473507	12/12/2023	27.50	None
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	HALO HOME TECHNOLOGY IN	RUN LINE FROM BASEMEN	4645	12/12/2023	330.00	None
Total Department 1700 PUBLIC BUILDINGS						11,434.13	
Total Fund 01 GENERAL FUND						914,350.53	
<b>Fund: 02 CONCORD SPECIAL SERVICE AREA</b>							
<b>Department: 0000 GENERAL</b>							
02-0000-0-780000	RETENTION POND MAINT	COMMONWEALTH EDISON CO	SERVICE 11/23	1682458065/NOV23	12/12/2023	152.15	None
02-0000-0-780000	RETENTION POND MAINT	COMMONWEALTH EDISON CO	SERVICE 11/23	1682458065/NOV23	12/12/2023	2.35	None
02-0000-0-781000	LANDSCAPING	BUHRMAN DESIGN GROUP IN	LANDSCAPE MAINT 12/23	CLIP16223	12/12/2023	1,167.75	None
Total Department 0000 GENERAL						1,322.25	
Total Fund 02 CONCORD SPECIAL SERVICE AREA						1,322.25	
<b>Fund: 05 FOREIGN FIRE INSURANCE TAX</b>							
<b>Department: 0000 GENERAL</b>							
05-0000-0-790000	FIRE FIGHTING/EMER MED EQUIP	COMCAST	YRYL SERVICE 11/28/23	8771101090217734/ST	12/12/2023	791.40	None
05-0000-0-790000	FIRE FIGHTING/EMER MED EQUIP	COMCAST	YRYL SERVICE 11/23/23	8771101090217726/ST	12/12/2023	791.40	None
05-0000-0-790000	FIRE FIGHTING/EMER MED EQUIP	COMCAST	YRYL SERVICE 10/16/23	8771100270371485/ST	12/12/2023	791.40	None
Total Department 0000 GENERAL						2,374.20	
Total Fund 05 FOREIGN FIRE INSURANCE TAX						2,374.20	
<b>Fund: 06 TIM/CREEK SPECIAL SERVICE AREA</b>							
<b>Department: 0000 GENERAL</b>							
06-0000-0-780000	RETENTION POND MAINT	COMMONWEALTH EDISON CO	SERVICE 11/23	3443054227/NOV23	12/12/2023	13.64	None
06-0000-0-780000	RETENTION POND MAINT	COMMONWEALTH EDISON CO	SERVICE 11/23	0115125249/NOV23	12/12/2023	31.21	None
06-0000-0-780000	RETENTION POND MAINT	COMMONWEALTH EDISON CO	SERVICE 11/23	7943114071/NOV23	12/12/2023	30.99	None
06-0000-0-781000	LANDSCAPING	BUHRMAN DESIGN GROUP IN	LANDSCAPE MAINT 12/23	CLIP16223	12/12/2023	595.50	None
06-0000-0-799000	COMPRESSOR REBUILD KIT	EBAY	GAST PISTON COMPRESSO	07-10824-06537	12/12/2023	142.49	None

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<b>Fund: 06 TIM/CREEK SPECIAL SERVICE AREA</b>							
<b>Department: 0000 GENERAL</b>							
Total Department 0000 GENERAL						813.83	
Total Fund 06 TIM/CREEK SPECIAL SERVICE AREA						813.83	
<b>Fund: 13 HOTEL/MOTEL TAX FUND</b>							
<b>Department: 0000 GENERAL</b>							
13-0000-0-713000	DOWNTOWN BEAUTIFICATION	BUHRMAN DESIGN GROUP IN	LANDSCAPE MAINT 12/23	CLIP16223	12/12/2023	4,015.75	None
13-0000-0-720000	COOK HOUSE	ACE HARDWARE OF LIBERTY	MISC HARDWARE & SUPPL	622430	12/12/2023	44.98	None
13-0000-0-720000	COOK HOUSE	INT'L FIRE EQUIPMENT CO	ANNUAL MAINT FIRE EXT	112295	12/12/2023	73.11	None
13-0000-0-720000	COOK HOUSE	IRELAND HEATING & AIR	SERV CALL: NO AC, NE	99209	12/12/2023	452.50	None
13-0000-0-759000	ADS	FACEBOOK, INC	ADS	997368881059973	12/12/2023	181.38	None
13-0000-0-759000	TOURISM	WIX	SHOP 60048 WEBHOSTING	1084859239	12/12/2023	384.00	None
13-0000-0-759000	PROMOTION & ACTIVITIES	FACEBOOK	ADS	10201554401412970	12/12/2023	250.00	None
13-0000-0-759000	PROMOTION & ACTIVITIES	FACEBOOK	ADS	10201554401412970	12/12/2023	15.00	None
13-0000-0-759000	TOURISM PROMOTIONS	LC IL CONVENTION & VISI	VLC HOLIDAY CAMPAIGN	2023-6363	12/12/2023	4,000.00	None
13-0000-0-761000	SPECIAL EVENTS	ACE HARDWARE OF LIBERTY	MISC HARDWARE & SUPPL	622430	12/12/2023	1,477.32	None
13-0000-0-761000	SPECIAL EVENTS	ACE HARDWARE OF LIBERTY	MISC HARDWARE & SUPPL	622430	12/12/2023	(52.24)	None
13-0000-0-762000	CIVIC CENTER	AMERICAN HOIST & MANLIF	ELEVATOR MAINTENANCE	26822	12/12/2023	177.50	None
13-0000-0-762000	CIVIC CENTER	ACE HARDWARE OF LIBERTY	MISC HARDWARE & SUPPL	622430	12/12/2023	46.99	None
13-0000-0-762000	CIVIC CENTER	J & R LOCK & SAFE, INC	LABOR CHARGE	473053	12/12/2023	40.00	None
13-0000-0-781000	ADLER CULTURAL CENTER	FERGUSON ENTERPRISES LL	HOT WATER HEATER-ADLE	7525582	12/12/2023	718.62	None
Total Department 0000 GENERAL						11,824.91	
Total Fund 13 HOTEL/MOTEL TAX FUND						11,824.91	
<b>Fund: 14 COMMUTER PARKING FUND</b>							
<b>Department: 0000 GENERAL</b>							
14-0000-3-730000	RENTAL OF LAND	AMERICAN LEGION POST #3	PARKING LOT LEASE 1/2	12/23	12/12/2023	550.00	None
14-0000-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTY	MISC HARDWARE & SUPPL	622430	12/12/2023	24.99	None
14-0000-7-713000	MAINTENANCE GROUNDS	BEST QUALITY CLEANING	JANITORIAL SERVICES 1	47946	12/12/2023	1,000.00	None
14-0000-7-713000	MAINTENANCE GROUNDS	BUHRMAN DESIGN GROUP IN	LANDSCAPE MAINT 12/23	CLIP16223	12/12/2023	1,497.83	None
14-0000-7-713000	MAINTENANCE GROUNDS	INT'L FIRE EQUIPMENT CO	ANNUAL MAINT FIRE EXT	112300	12/12/2023	14.56	None
14-0000-7-713000	MAINTENANCE GROUNDS	INT'L FIRE EQUIPMENT CO	ANNUAL MAINT FIRE EXT	112302	12/12/2023	236.56	None
14-0000-7-713000	MAINTENANCE GROUNDS	FLECK'S LANDSCAPING	LANDSCAPE MAINT #8	2311407	12/12/2023	296.42	None
Total Department 0000 GENERAL						3,620.36	
Total Fund 14 COMMUTER PARKING FUND						3,620.36	
<b>Fund: 20 UTILITY FUND</b>							
<b>Department: 0000 GENERAL</b>							
20-0000-0-401001	DUE TO UTILITY CUSTOMER	GATES, JENNIFER	UB refund for account	12/01/2023	12/12/2023	28.40	None
20-0000-0-401001	DUE TO UTILITY CUSTOMER	GLUNK, NICOLE	UB refund for account	12/01/2023	12/12/2023	23.90	None
20-0000-0-401001	DUE TO UTILITY CUSTOMER	PITT-PAYNE, MARIE & JER	UB refund for account	12/05/2023	12/12/2023	16.76	None
20-0000-0-413000	LC INTERCEPTOR CONNECTION FEE	LAKE COUNTY DEPT OF PUB	INTERCEPTOR CONNECTIO	12/23	12/12/2023	15,800.00	None
20-0000-0-413000	LC INTERCEPTOR CONNECTION FEE	LAKE COUNTY DEPT OF PUB	INTERCEPTOR CONNECTIO	12/23	12/12/2023	62,299.40	None
Total Department 0000 GENERAL						78,168.46	
<b>Department: 2020 WATER DEPARTMENT</b>							
20-2020-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL I	1/24	12/12/2023	6,505.00	None
20-2020-3-728000	TECHNICAL SERVICES	SUBURBAN LABORATORIES,	WATER SAMPLING	220570	12/12/2023	366.00	None
20-2020-3-728000	TECHNICAL SERVICES	DATA PROSE LLC	WTR/SWR BILLING 11/23	DP2304870	12/12/2023	557.19	None
20-2020-3-728000	TECHNICAL SERVICES	M.E. SIMPSON COMPANY, I	FIRE HYDRANT MAINT &	41507	12/12/2023	3,695.00	None

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<b>Fund: 20 UTILITY FUND</b>							
<b>Department: 2020 WATER DEPARTMENT</b>							
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 10/23	1095135113/OCT23	12/12/2023	103.21	None
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 10/23	0364044039/OCT23	12/12/2023	118.84	None
20-2020-4-710000	TELEPHONE	PEERLESS NETWORK, INC	POTS LINE 11/23	39005	12/12/2023	20.73	None
20-2020-4-710000	TELEPHONE	PEERLESS NETWORK, INC	POTS LINE 11/23	39005	12/12/2023	20.73	None
20-2020-4-710000	TELEPHONE	GRANITE TELECOMMUNICATI	SERVICE 12/23	04802544	12/12/2023	69.00	None
20-2020-4-712000	STORMWATER FEE	VILLAGE OF LIBERTYVILLE	STORMSEWER VILLAGE AC	12/23	12/12/2023	214.50	None
20-2020-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTY	MISC HARDWARE & SUPPL	622430	12/12/2023	489.31	None
20-2020-5-706000	MATERIALS AND SUPPLIES	AMAZON CAPITAL SERVICES	BLUETOOTH KEYBOARD	14DJ-VRFD-DGFV	12/12/2023	44.71	None
20-2020-5-706000	MATERIALS AND SUPPLIES	AMAZON CAPITAL SERVICES	BLUETOOTH KEYBOARD	14QK-LM93-GQ1F	12/12/2023	44.71	None
20-2020-5-706000	MATERIALS AND SUPPLIES	GRAINGER INC	4-EYE WASH BOTTLES	9921925112	12/12/2023	40.76	None
20-2020-5-722000	POSTAGE	DATA PROSE LLC	WTR/SWR BILLING 11/23	DP2304870	12/12/2023	688.26	None
20-2020-5-723000	OFFICE SUPPLIES	ODP BUSINESS SOLUTIONS,	OFFICE SUPPLIES	28867268	12/12/2023	210.16	None
20-2020-5-723000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	LETTER TRAY ORGANIZER	1L4L-FTYM-6D9T	12/12/2023	19.69	None
20-2020-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	IL SECTION AMERICAN WAT	WATERCON CONFERENCE R	200084612	12/12/2023	800.00	None
20-2020-5-736000	CREDIT CARD FEES	INVOICE CLOUD INC	INVOICE PROGRAM FOR U	1784-2023_11	12/12/2023	1,868.50	None
20-2020-5-798000	PURCHASE OF WATER - CLCJAWA	CENTRAL LK CTY JOINT AC	WATER USAGE 11/23	12/23	12/12/2023	91,963.80	None
20-2020-5-798000	PURCHASE OF WATER - CLCJAWA	CENTRAL LK CTY JOINT AC	CENTRUM MAINT 9/23	12/23	12/12/2023	127.30	None
20-2020-7-712000	MAINTENANCE BLDG AND GROUNDS	BEST QUALITY CLEANING	JANITORIAL SERVICES 1	47946	12/12/2023	225.00	None
20-2020-7-712000	MAINTENANCE BLDG AND GROUNDS	BUHRMAN DESIGN GROUP IN	LANDSCAPE MAINT 12/23	CLIP16223	12/12/2023	287.08	None
20-2020-7-712000	MAINTENANCE BLDG AND GROUNDS	ACE HARDWARE OF LIBERTY	MISC HARDWARE & SUPPL	622430	12/12/2023	90.52	None
20-2020-7-712000	MAINTENANCE BLDG AND GROUNDS	ACE HARDWARE OF LIBERTY	MISC HARDWARE & SUPPL	622430	12/12/2023	(52.23)	None
20-2020-7-712000	MAINTENANCE BLDG AND GROUNDS	FLECK'S LANDSCAPING	LANDSCAPE MAINT #8	2311407	12/12/2023	605.42	None
20-2020-7-716000	MAINTENANCE WATER LINE	MENARDS INC	HEATING CABLE FOR COO	8284	12/12/2023	50.97	None
20-2020-7-716000	MAINTENANCE WATER LINE	USA BLUEBOOK	GAUGE PRESSURE TRANSP	00201478	12/12/2023	1,487.95	None
20-2020-7-716000	MAINTENANCE WATER LINE	MENARDS INC	HATCH FOR THE WATER T	8538	12/12/2023	187.20	None
20-2020-7-716000	MAINTENANCE WATER LINE	CORE & MAIN LP	TAPPING MACHING PARTS	U001234	12/12/2023	278.82	None
Total Department 2020 WATER DEPARTMENT						111,128.13	
<b>Department: 2021 SEWER DEPARTMENT</b>							
20-2021-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL I	1/24	12/12/2023	5,582.00	None
20-2021-4-707000	COUNTY SEWER SERVICE	LAKE COUNTY DEPT OF PUB	COUNTY SEWER 10/23	480052907	12/12/2023	62,422.99	None
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 10/23	0269024080/OCT23	12/12/2023	41.83	None
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 10/23	8439155029/OCT23	12/12/2023	123.92	None
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 10/23	3203085048/OCT23	12/12/2023	34.11	None
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 10/23	3195168063/OCT23	12/12/2023	32.44	None
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 10/23	3195099045/OCT23	12/12/2023	38.41	None
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 10/23	1143082116/OCT23	12/12/2023	67.42	None
20-2021-5-706000	MATERIALS AND SUPPLIES	GRAINGER INC	RECHARGEABLE BATTERY	9921226107	12/12/2023	176.82	None
20-2021-5-722000	POSTAGE	DATA PROSE LLC	WTR/SWR BILLING 11/23	DP2304870	12/12/2023	688.25	None
20-2021-7-715000	MAINTENANCE LIFT STATIONS	BUHRMAN DESIGN GROUP IN	LANDSCAPE MAINT 12/23	CLIP16223	12/12/2023	60.00	None
20-2021-7-715000	PLC BACKUP POWER KATIES LS	GRAINGER INC	NEW PLC	9917417470	12/12/2023	130.96	None
20-2021-7-715000	MAINTENANCE LIFT STATIONS	VERIZON	PARK AVE CELL SERVICE	9949884095	12/12/2023	50.04	None
20-2021-7-715000	MAINTENANCE LIFT STATIONS	FLECK'S LANDSCAPING	LANDSCAPE MAINT #8	2311407	12/12/2023	299.33	None
20-2021-7-716000	MAINTENANCE SEWER LINES	CLEMMENSON, HANK	REIMBURSE-SEWER LINE	11/23	12/12/2023	468.98	None
20-2021-7-716000	MAINTENANCE SEWER LINES	USA BLUEBOOK	GREASE BAGS	INV00208621	12/12/2023	407.95	None
20-2021-7-716000	MAINTENANCE SEWER LINES	STANDARD EQUIPMENT CO	VACTOR PART REPAIRS	P46958	12/12/2023	409.86	None
Total Department 2021 SEWER DEPARTMENT						71,035.31	
<b>Department: 2022 WASTE WATER TREATMENT PLANT</b>							
20-2022-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 12/23	39005	12/12/2023	38.10	None

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<b>Fund: 20 UTILITY FUND</b>							
<b>Department: 2022 WASTE WATER TREATMENT PLANT</b>							
20-2022-4-710000	TELEPHONE	GRANITE TELECOMMUNICATI	SERVICE 12/23	04802544	12/12/2023	73.91	None
20-2022-5-706000	GREASE	GRAINGER INC	SLUDGE PUMP HOUSE SUP	9913768983	12/12/2023	114.77	None
20-2022-5-706000	LAB SUPPLIES	USA BLUEBOOK	LAB SUPPLIES	INV00204180	12/12/2023	496.34	None
20-2022-5-706000	SAND FILTER FUSES	GRAINGER INC	20-FUSES	9916438766	12/12/2023	116.20	None
20-2022-5-706000	BATTERIES	GRAINGER INC	BATTERIES	9922660957	12/12/2023	34.00	None
20-2022-7-712000	MAINT - BUILDING & GROUNDS	BEST QUALITY CLEANING	JANITORIAL SERVICES 1	47946	12/12/2023	200.00	None
20-2022-7-712000	MAINT - BUILDING & GROUNDS	BUHRMAN DESIGN GROUP IN	LANDSCAPE MAINT 12/23	CLIP16223	12/12/2023	1,186.75	None
20-2022-7-712000	PLANT A SHAFT PLACEMENT	MIKE'S CRANE RENTAL, IN	CRANE RENTAL W/OPERAT	5377	12/12/2023	500.00	None
20-2022-7-715000	SPRING, DIAPHRAM FOR DOOROLIVER P	MARSHALL-BOND PUMPS, IN	SPRING FOR DOOR PUMP	40552.0	12/12/2023	1,381.81	None
20-2022-7-715000	SCREW P BEARING GREASE	CLC LUBRICANTS CO	SCREW P BEARING GREAS	112063	12/12/2023	157.34	None
20-2022-7-715000	GEAR OIL SCREW PUMPS	CLC LUBRICANTS CO	SCREW P DRIVE OIL	112044	12/12/2023	1,042.00	None
20-2022-7-715000	NEW BARSCREEN BREAKER INSTALLED	MK INDUSTRIES, INC	INSTALL NEW BREAKER I	W123878	12/12/2023	1,500.00	None
Total Department 2022 WASTE WATER TREATMENT PLANT						6,841.22	
<b>Department: 2024 UTILITY-CAPITAL IMPROVEMENT</b>							
20-2024-5-788000	REPLACEMENT METERS	FERGUSON ENTERPRISES LL	HYDRANT METER	ww049193	12/12/2023	1,218.50	None
20-2024-6-750000	PETERSON LS REHAB ENGINEER BILL	HMG ENGINEERS	ENG SERV/CASS AVE LFT	8509-105	12/12/2023	6,284.56	None
20-2024-6-750000	MASTER PLAN UPDATE STUDY	HMG ENGINEERS	ENG SERV/WWTP MASTER	8503-105	12/12/2023	69.28	None
20-2024-6-750000	ACTUATOR	LAI, LTD	ACTUATOR FILTER FOR B	60386	12/12/2023	9,483.00	None
20-2024-6-795000	WATER SYSTEM IMPROVEMENTS	HOLIDAY SEWER & WATER C	SCOTT PLACE WM-CONSTR	86647	12/12/2023	175,453.86	None
20-2024-6-795000	WATER SYSTEM IMPROVEMENTS	HOLIDAY SEWER & WATER C	WM BREAK REPAIR-DEER	86648	12/12/2023	5,269.67	None
Total Department 2024 UTILITY-CAPITAL IMPROVEMENT						197,778.87	
Total Fund 20 UTILITY FUND						464,951.99	
<b>Fund: 21 STORMWATER SEWER FUND</b>							
<b>Department: 0000 GENERAL</b>							
21-0000-0-401000	ACCOUNTS PAYABLE	GATES, JENNIFER	UB refund for account	12/01/2023	12/12/2023	6.63	None
21-0000-0-401000	ACCOUNTS PAYABLE	GLUNK, NICOLE	UB refund for account	12/01/2023	12/12/2023	8.56	None
Total Department 0000 GENERAL						15.19	
<b>Department: 2121 STORMWATER SEWER</b>							
21-2121-7-718000	MAINTENANCE STORM SEWERS	BUHRMAN DESIGN GROUP IN	LANDSCAPE MAINT 12/23	CLIP16223	12/12/2023	1,947.34	None
21-2121-7-718000	MAINTENANCE STORM SEWERS	FLECK'S LANDSCAPING	LANDSCAPE MAINT #8	2311407	12/12/2023	183.08	None
Total Department 2121 STORMWATER SEWER						2,130.42	
Total Fund 21 STORMWATER SEWER FUND						2,145.61	
<b>Fund: 30 VEHICLE MAINT/REPL SERVICE FD</b>							
<b>Department: 0000 GENERAL</b>							
30-0000-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL I	1/24	12/12/2023	8,442.00	None
30-0000-3-787000	FIRE CONTRACTUAL REPAIRS	POMP'S TIRE SERVICE INC	TIRE REPAIR	290256402	12/12/2023	53.00	None
30-0000-3-787000	EMERGENCY SPRING REPAIR 463	SPRING-ALIGN OF PALATIN	EMERGENCY SPRING REPA	125585	12/12/2023	3,421.49	None
30-0000-5-711000	GASOLINE & OIL	AL WARREN OIL CO INC	WINDSHIELD WASHER SOL	w1610130	12/12/2023	135.00	None
30-0000-5-711000	GASOLINE & OIL	AL WARREN OIL CO INC	DIESEL EXHAUST FLUID	w1610098	12/12/2023	487.52	None
30-0000-5-711000	GASOLINE & OIL	NAPA AUTO PARTS	MISC VEHICLE REPAIR P	75203	12/12/2023	64.90	None
30-0000-5-711000	GASOLINE & OIL	AMERICAN GASES CORP	CYLINDERS	199558	12/12/2023	78.00	None
30-0000-5-713000	VEHICLE WASHING	LIBERTYVILLE CAR SPA	CAR WASH 11/23	1658	12/12/2023	102.00	None
30-0000-5-714000	VEHICLE PARTS	MASTER TRUCK & TRAILER,	PLOW PARTS	S111894/34939A	12/12/2023	149.85	None
30-0000-5-714000	VEHICLE PARTS	TERMINAL SUPPLY CO	ROCKER SWITCHES	85680-00	12/12/2023	298.49	None
30-0000-5-714000	VEHICLE PARTS	FOSTER COACH SALES, INC	45 AMP BATTERY CHARGE	26698	12/12/2023	210.77	None

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<b>Fund: 30 VEHICLE MAINT/REPL SERVICE FD</b>							
<b>Department: 0000 GENERAL</b>							
30-0000-5-714000	VEHICLE PARTS	CIT GROUP, INC	SAFETY VALVE KIT	112P208537	12/12/2023	58.18	None
30-0000-5-714000	VEHICLE PARTS	MONROE TRUCK EQUIPMENT	WING POW WELDMENT	31824	12/12/2023	261.85	None
30-0000-5-714000	VEHICLE PARTS	HYDRAULIC SERVICES & RE	WING PLOW LIFT CYLIND	382628	12/12/2023	555.12	None
30-0000-5-714000	VEHICLE PARTS	SUBURBAN ACCENTS, INC	GRAPHICS & LETTERING	34161	12/12/2023	775.00	None
30-0000-5-714000	VEHICLE PARTS	LEACH ENTERPRISES INC	WIPERS	1014620	12/12/2023	70.00	None
30-0000-5-714000	VEHICLE PARTS	LIBERTYVILLE LINCOLN SA	FUEL FILLER	5131499	12/12/2023	176.00	None
30-0000-5-714000	VEHICLE PARTS	MIDWEST HOSE AND FITTIN	HYDRAULIC PARTS	230616	12/12/2023	431.31	None
30-0000-5-714000	PLOW BLADES	MONROE TRUCK EQUIPMENT	PLOW BLADES	31943	12/12/2023	5,437.80	None
30-0000-5-714000	FREIGHT	MONROE TRUCK EQUIPMENT	PLOW BLADES	31943	12/12/2023	157.87	None
30-0000-5-714000	VEHICLE PARTS	TERMINAL SUPPLY CO	WARNING LIGHTS	85680-01	12/12/2023	175.27	None
30-0000-5-714000	VEHICLE PARTS	MIDWEST HOSE AND FITTIN	HYDRALIC FITTINGS	230636	12/12/2023	244.38	None
30-0000-5-714000	VEHICLE PARTS	NAPA AUTO PARTS	MISC VEHICLE REPAIR P	75203	12/12/2023	756.26	None
30-0000-5-714000	VEHICLE PARTS	MIKE FREUND, INC	SOCKET	375255	12/12/2023	10.02	None
30-0000-5-714000	VEHICLE PARTS	MENARDS INC	POWER INVERTER	08800	12/12/2023	138.98	None
30-0000-5-714000	VEHICLE PARTS	NAPLETON FORD LIBERTYVI	LUG NUTS	5033219	12/12/2023	28.08	None
30-0000-5-714000	VEHICLE PARTS	LIBERTYVILLE LINCOLN SA	GLASS ASSEMBLY	5131699	12/12/2023	123.16	None
30-0000-5-714000	VEHICLE PARTS	DUXLER TIRE STORE	TIRE DISPOSAL	128419	12/12/2023	45.00	None
30-0000-5-714000	VEHICLE PARTS	DUXLER TIRE STORE	TIRES	128384	12/12/2023	1,221.60	None
30-0000-5-714000	VEHICLE PARTS	AL WARREN OIL CO INC	GREASE	w1612914	12/12/2023	163.45	None
30-0000-5-714000	VEHICLE PARTS	HAVEY COMMUNICATIONS IN	SIREN SPEAKER/UNIVERS	12685	12/12/2023	418.00	None
30-0000-5-714000	VEHICLE PARTS	CHICAGO PARTS & SOUND L	COOLANT HOSE	32-0061671	12/12/2023	133.40	None
30-0000-5-752000	UNIFORMS	ELLIOTT, STEPHEN M	BOOTS	12/23	12/12/2023	158.31	None
30-0000-5-755000	LICENSE/TITLE/INSPECTION FEES	SECRETARY OF STATE	2024 PLATE RENEWAL/20	02983197/24	12/12/2023	151.00	None
Total Department 0000 GENERAL						25,133.06	
Total Fund 30 VEHICLE MAINT/REPL SERVICE FD						25,133.06	
<b>Fund: 31 TECHNOLOGY EQUIP/REPL SER FD</b>							
<b>Department: 0000 GENERAL</b>							
31-0000-3-728000	CONSULTING SERVICES	PRESCIENT SOLUTIONS	IT SUPPORT SERVICES #	1223079	12/12/2023	23,700.74	None
31-0000-3-728000	CONSULTING SERVICES	MGP, INC	GISC STAFFING SERVICE	6682	12/12/2023	11,126.25	None
31-0000-4-711000	WIRELESS SERVICE	VERIZON	SERVICE 10/20-11/19/2	9949668412	12/12/2023	932.95	None
31-0000-4-711000	WIRELESS SERVICE	T-MOBILE	WIRELESS SERVICE 10/2	987378264	12/12/2023	582.03	None
31-0000-4-711000	WIRELESS SERVICE	T-MOBILE	WIRELESS SERVICE 10/2	982446608	12/12/2023	1,864.66	None
31-0000-4-719000	INTERNET ACCESS	COMCAST	SERVICE 12/1/23-12/31	188769764	12/12/2023	832.60	None
31-0000-4-719000	INTERNET ACCESS	COMCAST	SERVICE 12/1/23-12/31	188769762	12/12/2023	5,327.97	None
31-0000-5-706000	SCANNER	CDW GOVERNMENT, INC	SCANNER-POL	NC10172	12/12/2023	354.24	None
31-0000-5-729000	SOFTWARE,LICENSING, UPDATES	PDQ./SMARTDEPLOY	ENTERPRISE USER LICEN	PDQ56142	12/12/2023	2,550.00	None
31-0000-5-730000	WEB PAGE SERVICES	CIVICPLUS, INC	QTRLY HOSTING & SUPPO	285207	12/12/2023	3,530.95	None
31-0000-5-799000	MISCELLANEOUS	AMAZON CAPITAL SERVICES	ADJUSTABLE STANDING D	1QRW-3F4V-3TP9	12/12/2023	250.75	None
31-0000-6-790000	SURFACE LAPTOP	CDW GOVERNMENT, INC	LAPTOP	NG18000	12/12/2023	1,503.33	None
31-0000-6-790000	DOCKS	CDS OFFICE TECHNOLOGIES	POLICE TOUGHBOOKS	INV1578087	12/12/2023	3,980.00	None
31-0000-6-790000	EXTENDED WARRANTIES	CDS OFFICE TECHNOLOGIES	POLICE TOUGHBOOKS	INV1578087	12/12/2023	700.00	None
Total Department 0000 GENERAL						57,236.47	
Total Fund 31 TECHNOLOGY EQUIP/REPL SER FD						57,236.47	
<b>Fund: 45 PARK IMPROVEMENT FUND</b>							
<b>Department: 0000 GENERAL</b>							
45-0000-0-782000	PARTITION PANELS	GLOBAL INDUSTRIAL	ND BATHROOM PARTITION	121276359	12/12/2023	1,242.32	None
45-0000-0-782000	NICHOLAS DOWDEN PARK NORTH	CHRISTOPHER B BURKE ENG	NICHOLAS DOWDEN PARK	188241	12/12/2023	760.09	None

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<b>Fund: 45 PARK IMPROVEMENT FUND</b>							
<b>Department: 0000 GENERAL</b>							
						Total Department 0000 GENERAL	2,002.41
						Total Fund 45 PARK IMPROVEMENT FUND	2,002.41
<b>Fund: 46 PUBLIC BUILDING IMPROVEMENT FD</b>							
<b>Department: 0000 GENERAL</b>							
46-0000-0-790000	VILLAGE HALL	AMERICAN HOIST & MANLIF	ELEVATOR MAINTENANCE	26822	12/12/2023	177.50	None
46-0000-0-792000	PUBLIC WORKS BUILDING	GREAT LAKES KWIK SPACE	RENTAL CONTAINER - 10	186130	12/12/2023	159.00	None
						Total Department 0000 GENERAL	336.50
						Total Fund 46 PUBLIC BUILDING IMPROVEMENT FD	336.50

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--- TOTALS BY FUND ---								
		01	GENERAL FUND			914,350.53		
		02	CONCORD SPECIAL SERVICE AREA			1,322.25		
		05	FOREIGN FIRE INSURANCE TAX			2,374.20		
		06	TIM/CREEK SPECIAL SERVICE AREA			813.83		
		13	HOTEL/MOTEL TAX FUND			11,824.91		
		14	COMMUTER PARKING FUND			3,620.36		
		20	UTILITY FUND			464,951.99		
		21	STORMWATER SEWER FUND			2,145.61		
		30	VEHICLE MAINT/REPL SERVICE FD			25,133.06		
		31	TECHNOLOGY EQUIP/REPL SER FD			57,236.47		
		45	PARK IMPROVEMENT FUND			2,002.41		
		46	PUBLIC BUILDING IMPROVEMENT FD			336.50		
		Total For All Funds:					1,486,112.12	



## VILLAGE BOARD AGENDA SUPPLEMENT

<b>Meeting Date:</b>	January 9, 2024
<b>Agenda Item:</b>	Consideration of a Resolution to Approve Change Order No. 2 to the Contract for Biosolids Dewatering & Disposal Services at the Wastewater Treatment Plant with Synagro Technologies, Inc.
<b>Staff Recommendation:</b>	Approve Resolution
<b>Staff Contact:</b>	Paul Kendzior, P.E., C.F.M., Director of Public Works

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**Background:** The current biosolids (sludge) management contract extension with Synagro Technologies, Inc. for sludge dewatering and land application (disposal) services was approved on February 14, 2023 with the passage of Resolution 23-R-21. Synagro continues to have a successful long-term working relationship with the Village spanning over 24 years. Utilizing Synagro for these sludge dewatering and land application services results in a smooth and efficient operation and allows the plant's staff to perform other necessary tasks. In addition, no other local contractor can cost effectively provide these combined services.

Effective January 1, 2024 the State of Illinois has included sludge pressing and hauling operations (i.e. biosolids management) in the Prevailing Wage Act. This will increase the contract unit price from \$0.084/gal to \$0.105/gal and require a change order to the contract. Since the Village's wastewater treatment plant is on pace to produce less sludge this year, we do not anticipate exceeding the approved contract amount of \$226,175.

Staff recommends adoption of the attached resolution to approve Change Order No. 2 with Synagro Technologies, Inc. for sludge dewatering and disposal services at the wastewater treatment plant.

Attachments:

1. Resolution
2. HB2845 Amendment to Act

RESOLUTION 24-R- \_\_\_\_\_

A RESOLUTION TO APPROVE CHANGE ORDER NO. 2 TO THE CONTRACT WITH SYNAGRO TECHNOLOGIES, INC. FOR BIOSOLIDS DEWATERING AND DISPOSAL SERVICES AT THE WASTEWATER TREATMENT PLANT

**WHEREAS**, the Village of Libertyville’s Fiscal Year 2023/24 Annual Budget provides \$226,175 in the Wastewater Treatment Plant Operations-Sludge Removal (Account# 20-2022-5-718) for sludge dewatering and disposal services; and

**WHEREAS**, Synagro Technologies, Inc. continues to have a successful long-term working relationship with the Village spanning over 24 years and utilizing Synagro Technologies, Inc. for these services results in a smooth and efficient operation and allows the plant’s staff to perform other necessary tasks; and

**WHEREAS**, the current contract extension with Synagro Technologies, Inc. for sludge dewatering and land application (disposal) services was approved on February 14, 2023 with the passage of Resolution 23-R-21; and

**WHEREAS**, effective January 1, 2024 the State of Illinois will Amend the Prevailing Wage Act to sludge pressing and hauling services; and

**WHEREAS**, Change Order No. 2 is proposed to increase the contract unit pricing from \$0.084/gallon to \$0.105/gallon due to the increased labor rates to comply with the amended State of Illinois Prevailing Wage Act; and

**WHEREAS**, the Board of Trustees of the Village of Libertyville has determined that the circumstances said to necessitate the foregoing changes are germane to the original contract signed and the change order is in the best interest of the Village of Libertyville and authorized by law.

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

SECTION 1. The foregoing recitals are hereby incorporated and full set forth as findings of the Village of Libertyville President and Board of Trustees.

SECTION 2: Change Order No. 2 to the contract to adjust the unit price to \$0.105/gallon is hereby approved and by this reference as Exhibit A and said change order is incorporated herein and made a part hereof.

SECTION 3: This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2024.

AYES:

NAYES:

ABSENT:

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Donna Johnson, Village President

ATTEST:

\_\_\_\_\_  
Margaret Clark, Village Clerk

EXHIBIT A

Change Order No. 1

Contract Date: February 14, 2023

Change Order No.: 2

Date: January 9, 2024

Name of Project: Biosolids Dewatering & Disposal Services at Wastewater Treatment Plant

Owner: Village of Libertyville

Contractor: Synagro Technologies, Inc.

Justification: Increase in the contract unit pricing from \$0.084/gallon to \$0.105/gal due to Amendment to State of Illinois Prevailing Wage Act to include sludge pressing and hauling services.

Change of Contract Price

Original Contract Price: \$226,175

Current Contract Price adjusted by Previous Change Orders: \$226,175

The Contract Price due to this Change Order will be increased by: \$ 0

The New Contract Price including all Change Orders will be: \$226,175

Approval Required:

To be effective this order must be approved by the agency if it changes the scope or objective of the PROJECT:

Requested By: Village of Libertyville Staff

Approve By: Village of Libertyville Board of Trustees

1 AN ACT concerning employment.

2 **Be it enacted by the People of the State of Illinois,**  
3 **represented in the General Assembly:**

4 Section 5. The Prevailing Wage Act is amended by changing  
5 Section 2 as follows:

6 (820 ILCS 130/2) (from Ch. 48, par. 39s-2)

7 Sec. 2. This Act applies to the wages of laborers,  
8 mechanics and other workers employed in any public works, as  
9 hereinafter defined, by any public body and to anyone under  
10 contracts for public works. This includes any maintenance,  
11 repair, assembly, or disassembly work performed on equipment  
12 whether owned, leased, or rented.

13 As used in this Act, unless the context indicates  
14 otherwise:

15 "Public works" means all fixed works constructed or  
16 demolished by any public body, or paid for wholly or in part  
17 out of public funds. "Public works" as defined herein includes  
18 all projects financed in whole or in part with bonds, grants,  
19 loans, or other funds made available by or through the State or  
20 any of its political subdivisions, including but not limited  
21 to: bonds issued under the Industrial Project Revenue Bond Act  
22 (Article 11, Division 74 of the Illinois Municipal Code), the  
23 Industrial Building Revenue Bond Act, the Illinois Finance

1 Authority Act, the Illinois Sports Facilities Authority Act,  
2 or the Build Illinois Bond Act; loans or other funds made  
3 available pursuant to the Build Illinois Act; loans or other  
4 funds made available pursuant to the Riverfront Development  
5 Fund under Section 10-15 of the River Edge Redevelopment Zone  
6 Act; or funds from the Fund for Illinois' Future under Section  
7 6z-47 of the State Finance Act, funds for school construction  
8 under Section 5 of the General Obligation Bond Act, funds  
9 authorized under Section 3 of the School Construction Bond  
10 Act, funds for school infrastructure under Section 6z-45 of  
11 the State Finance Act, and funds for transportation purposes  
12 under Section 4 of the General Obligation Bond Act. "Public  
13 works" also includes (i) all projects financed in whole or in  
14 part with funds from the Environmental Protection Agency under  
15 the Illinois Renewable Fuels Development Program Act for which  
16 there is no project labor agreement; (ii) all work performed  
17 pursuant to a public private agreement under the Public  
18 Private Agreements for the Illiana Expressway Act or the  
19 Public-Private Agreements for the South Suburban Airport Act;  
20 (iii) all projects undertaken under a public-private agreement  
21 under the Public-Private Partnerships for Transportation Act;  
22 and (iv) all transportation facilities undertaken under a  
23 design-build contract or a Construction Manager/General  
24 Contractor contract under the Innovations for Transportation  
25 Infrastructure Act. "Public works" also includes all projects  
26 at leased facility property used for airport purposes under

1 Section 35 of the Local Government Facility Lease Act. "Public  
2 works" also includes the construction of a new wind power  
3 facility by a business designated as a High Impact Business  
4 under Section 5.5(a)(3)(E) and the construction of a new  
5 utility-scale solar power facility by a business designated as  
6 a High Impact Business under Section 5.5(a)(3)(E-5) of the  
7 Illinois Enterprise Zone Act. "Public works" also includes  
8 electric vehicle charging station projects financed pursuant  
9 to the Electric Vehicle Act and renewable energy projects  
10 required to pay the prevailing wage pursuant to the Illinois  
11 Power Agency Act. "Public works" does not include work done  
12 directly by any public utility company, whether or not done  
13 under public supervision or direction, or paid for wholly or  
14 in part out of public funds. "Public works" also includes  
15 construction projects performed by a third party contracted by  
16 any public utility, as described in subsection (a) of Section  
17 2.1, in public rights-of-way, as defined in Section 21-201 of  
18 the Public Utilities Act, whether or not done under public  
19 supervision or direction, or paid for wholly or in part out of  
20 public funds. "Public works" also includes construction  
21 projects that exceed 15 aggregate miles of new fiber optic  
22 cable, performed by a third party contracted by any public  
23 utility, as described in subsection (b) of Section 2.1, in  
24 public rights-of-way, as defined in Section 21-201 of the  
25 Public Utilities Act, whether or not done under public  
26 supervision or direction, or paid for wholly or in part out of

1 public funds. "Public works" also includes any corrective  
2 action performed pursuant to Title XVI of the Environmental  
3 Protection Act for which payment from the Underground Storage  
4 Tank Fund is requested. "Public works" also includes the  
5 removal, hauling, and transportation of biosolids, lime  
6 sludge, and lime residue from a water treatment plant or  
7 facility and the disposal of biosolids, lime sludge, and lime  
8 residue removed from a water treatment plant or facility at a  
9 landfill. "Public works" does not include projects undertaken  
10 by the owner at an owner-occupied single-family residence or  
11 at an owner-occupied unit of a multi-family residence. "Public  
12 works" does not include work performed for soil and water  
13 conservation purposes on agricultural lands, whether or not  
14 done under public supervision or paid for wholly or in part out  
15 of public funds, done directly by an owner or person who has  
16 legal control of those lands.

17 "Construction" means all work on public works involving  
18 laborers, workers or mechanics. This includes any maintenance,  
19 repair, assembly, or disassembly work performed on equipment  
20 whether owned, leased, or rented.

21 "Locality" means the county where the physical work upon  
22 public works is performed, except (1) that if there is not  
23 available in the county a sufficient number of competent  
24 skilled laborers, workers and mechanics to construct the  
25 public works efficiently and properly, "locality" includes any  
26 other county nearest the one in which the work or construction

1 is to be performed and from which such persons may be obtained  
2 in sufficient numbers to perform the work and (2) that, with  
3 respect to contracts for highway work with the Department of  
4 Transportation of this State, "locality" may at the discretion  
5 of the Secretary of the Department of Transportation be  
6 construed to include two or more adjacent counties from which  
7 workers may be accessible for work on such construction.

8 "Public body" means the State or any officer, board or  
9 commission of the State or any political subdivision or  
10 department thereof, or any institution supported in whole or  
11 in part by public funds, and includes every county, city,  
12 town, village, township, school district, irrigation, utility,  
13 reclamation improvement or other district and every other  
14 political subdivision, district or municipality of the state  
15 whether such political subdivision, municipality or district  
16 operates under a special charter or not.

17 "Labor organization" means an organization that is the  
18 exclusive representative of an employer's employees recognized  
19 or certified pursuant to the National Labor Relations Act.

20 The terms "general prevailing rate of hourly wages",  
21 "general prevailing rate of wages" or "prevailing rate of  
22 wages" when used in this Act mean the hourly cash wages plus  
23 annualized fringe benefits for training and apprenticeship  
24 programs approved by the U.S. Department of Labor, Bureau of  
25 Apprenticeship and Training, health and welfare, insurance,  
26 vacations and pensions paid generally, in the locality in

1 which the work is being performed, to employees engaged in  
2 work of a similar character on public works.

3 (Source: P.A. 102-9, eff. 1-1-22; 102-444, eff. 8-20-21;  
4 102-673, eff. 11-30-21; 102-813, eff. 5-13-22; 102-1094, eff.  
5 6-15-22.)

**From:** Will Walker <[wwalker@SYNAGRO.com](mailto:wwalker@SYNAGRO.com)>  
**Sent:** Friday, November 10, 2023 11:34 AM  
**To:** Paul Kendzior <[pkendzior@libertyville.com](mailto:pkendzior@libertyville.com)>  
**Subject:** Synagro Follow up

Paul – Hi, hope and trust all is well!

As you may be aware, there is a new Illinois law affecting prevailing wage (pw) and transportation of biosolids, previously PW law did not apply to transportation of biosolids. As a result of this new law, we need to adjust our rates in order to be legally compliant.

The new rate will be \$0.105 per gallon, effective 1/1/24. All other terms and conditions would remain the same. The current contract expires 4/30/24, with a potential one-year extension (attached).

I am sorry for the change, but our hands are tied. We appreciate our business partnership and hope we can continue and move forward.

Let me know how you would like to proceed.

Thank you,



**Will Walker**  
**Area Sales Manager - Central Region**  
895 S. State Street, Suite 204 Building B., Hampshire, IL, 60140  
O: +1 224-242-0666  
[wwalker@SYNAGRO.com](mailto:wwalker@SYNAGRO.com) | [synagro.com](http://synagro.com)  
[Facebook](#) | [Twitter](#) | [LinkedIn](#)



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**Will Walker**  
**Area Sales Manager - Central Region**  
895 S. State Street, Suite 204 Building B., Hampshire, IL, 60140  
O: +1 224-242-0666  
[wwalker@SYNAGRO.com](mailto:wwalker@SYNAGRO.com) | [synagro.com](http://synagro.com)  
[Facebook](#) | [Twitter](#) | [LinkedIn](#)





## VILLAGE BOARD AGENDA SUPPLEMENT

<b>Meeting Date:</b>	January 9, 2024
<b>Agenda Item:</b>	Consideration of a Confirming Resolution to Approve Change Order No. 1 to the Contract with Landmark Contractors, Inc. for the Quiet Zone Delineator Installations
<b>Staff Recommendation:</b>	Approve Resolution
<b>Staff Contact:</b>	Paul Kendzior, P.E., C.F.M., Director of Public Works

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**Background:** The Village of Libertyville has been in coordination with six nearby communities to establish a “Quiet Zone” along the Wisconsin Central/Canadian National (WCL/CN) railroad corridor, which would reduce disturbance from train horns. Maintaining the railroad quiet zone requires that certain infrastructure improvements be made to the existing at-grade crossings along the rail line. For the Village of Libertyville, the required improvements at the Winchester Road and Peterson Road crossings (both west of US Route 45) involved installing reflective delineators on the existing center raised medians.

The Village Board of Trustees passed Ordinance No. 23-O-49 on August 22, 2023 to award the contract to Landmark Contractors, Inc. in the amount of \$76,215. After the installation of the delineators, the final inspection by the Federal Railway Administration (FRA) determined that ten additional delineators needed to be installed at the two crossings. The price from Landmark Contractors, Inc. to install the additional delineators was \$5,600. This additional work will result in a change order to the contract and a new total contract price of \$81,815. This work needed to be completed in early December in order to have the FRA confirm that all crossings along the railroad corridor were now compliant and the quiet zone could be reinstated. Therefore, a confirming resolution is required. There is sufficient funding in the Fiscal Year 2023/24 Annual Budget for the proposed change order in the Product Fund (Act.# 40-0000-0-773).

Staff recommends adoption of the attached confirming resolution to approve change order no. 1 to the contract with Landmark Contractors, Inc. in the amount of \$5,600 for the Quiet Zone Delineator Installations.

Attachments:

1. Resolution
2. Change Order Correspondence

RESOLUTION 24-R- \_\_\_\_\_

A CONFIRMING RESOLUTION TO APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH LANDMARK CONTRACTORS, INC. FOR THE CN-RR QUIET ZONE DELINEATOR INSTALLATIONS

**WHEREAS**, the Village of Libertyville’s Fiscal Year 2023/24 Annual Budget provides funding in the Project Fund (Account# 40-0000-0-773) for the installation of delineators on two Canadian National (CN) railroad crossings in the Village; and

**WHEREAS**, Landmark Contractors, Inc. was awarded the contract in the amount of \$76,215 on August 22, 2023 with the passage of Ordinance 23-O-49 to install the delineators; and

**WHEREAS**, the plans provided to the Village were incorrect and a total of ten additional delineators need to be installed at the two crossings to be compliant with Federal Railway Administration guidelines;

**WHEREAS**, Change Order No. 1 is proposed to increase the contract amount by \$5,600 to install the 10 additional delineators for a new total contract amount of \$81,815; and

**WHEREAS**, the Board of Trustees of the Village of Libertyville has determined that the circumstances said to necessitate the foregoing changes are germane to the original contract signed and the change order is in the best interest of the Village of Libertyville and authorized by law.

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

SECTION 1. The foregoing recitals are hereby incorporated and full set forth as findings of the Village of Libertyville President and Board of Trustees.

SECTION 2: Change Order No. 1 to the contract in the amount of \$5,600 is hereby approved and by this reference as Exhibit A and said change order is incorporated herein and made a part hereof.

SECTION 3: This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2024.

AYES:

NAYES:

ABSENT:

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Donna Johnson, Village President

ATTEST:

\_\_\_\_\_  
Margaret Clark, Village Clerk

EXHIBIT A

Change Order No. 1

Contract Date: August 22, 2023

Change Order No.: 1

Date: January 9, 2024

Name of Project: CN-RR Quiet Zone Delineator Installations

Owner: Village of Libertyville

Contractor: Landmark Contractors, Inc.

Justification: FRA guidelines specify that 10 additional delineators need to be installed at the railroad crossings.

Change of Contract Price

Original Contract Price: \$ 76,215

Current Contract Price adjusted by Previous Change Orders: \$ 76,215

The Contract Price due to this Change Order will be increased by: \$ 5,600

The New Contract Price including all Change Orders will be: \$ 81,815

Approval Required:

To be effective this order must be approved by the agency if it changes the scope or objective of the PROJECT:

Requested By: Village of Libertyville Staff

Approve By: Village of Libertyville Board of Trustees

**From:** CJ Graves <[cjgraves@golandmark.com](mailto:cjgraves@golandmark.com)>

**Sent:** Monday, November 27, 2023 1:37 PM

**To:** Paul Kendzior <[pkendzior@libertyville.com](mailto:pkendzior@libertyville.com)>

**Cc:** 'Jamie Rosenthal' <[jamie@golandmark.com](mailto:jamie@golandmark.com)>

**Subject:** RE: Follow-Up to Libertyville Change Order to Install Additional Delineators

The price to install the 10 delineators including a RR Flagger would be \$5,600.00 Upon talking to them they would be ready to do this next week along with the remedial work .. as long as we can get a flagger scheduled.

**CJ Graves**

Superintendent



Landmark Contractors, Inc.

11916 W Main Street

Huntley, IL 60142

C: 847-732-5476

O: 847-669-5474

F: 847-669-5529



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** January 9, 2024

**Agenda Item:** Consideration of a Resolution to Approve Traffic and Parking Enforcement Agreement – 117 E. Lake Street

**Staff Recommendation:** Approve Resolution

**Staff Contact:** Ed Roncone, Chief of Police

---

**Background:** A request for assistance with management of parking violations on private property has been received from Kakenmaster & Associates, Inc for the property at 117 E. Lake Street.

Completion of the attached agreement according to 625 ILCS 5/11-209 of the Illinois Compiled Statutes will allow the Libertyville Police Department to enforce traffic and ordinance violations on this privately-owned property. The Village Attorney previously developed the agreement, and the agreement was signed by Peter Kakenmaster. Mr. Kakenmaster has paid the \$75 recording fee associated with this agreement.

Staff recommends approval of this agreement and authorize execution of this agreement by the Village Administrator.

Attachments:

1. Resolution
2. Enforcement Agreement

RESOLUTION 24-R-\_\_\_

A RESOLUTION APPROVING A TRAFFIC AND PARKING  
ENFORCEMENT AGREEMENT WITH ELEVEN5 LAKE LLC

WHEREAS, Eleven5 Lake LLC (“*Owner*”) is the record title owner of that certain tract of land located at 117 Lake Street, Libertyville, Illinois (“*Property*”); and

WHEREAS, the Property is currently improved with a residential apartment building, and with vehicular parking lots that serve the Property (collectively, the “*Parking Lots*”); and

WHEREAS, Section 11-209 of the Illinois Vehicle Code, 625 ILCS 5/11-209 (“*Vehicle Code*”), and Section 1-1-7 of the Illinois Municipal Code, 65 ILCS 5/1-1-7, authorize the Village to enter into agreements with owners of apartment complexes that control a parking area located within the limits of the Village to regulate the parking of automobiles and the traffic within the parking areas; and

WHEREAS, the Owner and the Village desire to enter into an agreement to authorize the Village to regulate the parking of motor vehicles and vehicular traffic within the Parking Lots, pursuant to the provisions of Section 11-209 of Vehicle Code (“*Agreement*”); and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Agreement with the Owner will serve and be in the best interest of the Village and its residents;

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

SECTION 1: Recitals. The foregoing recitals are hereby incorporated and fully set forth as findings of the Village of Libertyville President and Board of Trustees.

SECTION 2: Approval of Agreement. The Board of Trustees hereby approves the Agreement with the Owner, in substantially the form attached to this Resolution as **Exhibit A**, and

in a final form to be approved by the Village Administrator and the Village Attorney.

SECTION 3: Execution of Agreement. The Village Administrator is hereby authorized and directed to execute, on behalf of the Village, the Agreement upon receipt by the Village Clerk of at least one original copy of the Agreement executed by the Owner; provided, however, that if the executed copy of the Agreement is not received by the Village Clerk within 30 days after the effective date of this Resolution, then this authority to execute will, at the option of the President and Board of Trustees, be null and void.

SECTION 4: Effective Date. This Resolution will take effect immediately upon its passage and approval as provided by law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Donna Johnson, Village President

ATTEST:

\_\_\_\_\_  
Margaret Clark, Village Clerk

EXHIBIT A  
AGREEMENT

## TRAFFIC AND PARKING ENFORCEMENT AGREEMENT

This Traffic and Parking Enforcement Agreement ("**Agreement**") is made and entered into as of the 4<sup>th</sup> day of October, 2023 ("**Effective Date**") between and among the **VILLAGE OF LIBERTYVILLE**, an Illinois municipal corporation ("**Village**"), and Eleven5 Lake LLC ("**Owner**").

### SECTION 1. RECITALS.

A. Owner is the record title owner of that certain tract of land located at 117 Lake Street, in Libertyville, Illinois, and legally described in **Exhibit A** attached to this Agreement ("**Property**").

B. The Property is currently improved in part with vehicular parking lots that serve the Property (collectively, the "**Parking Lots**").

C. Section 11-209 of the Illinois Vehicle Code, 625 ILCS 5/11-209, and Section 1-1-7 of the Illinois Municipal Code, 65 ILCS 5/1-1-7 authorize the Village to enter into agreements with school boards, hospitals, churches, and owners of any shopping center or apartment complex that control a parking area located within the limits of the Village to regulate the parking of automobiles and the traffic within such parking areas.

D. Owner desires to enter into an agreement with the Village in order to empower the Village to regulate the parking of motor vehicles and vehicular traffic within the Parking Lots, pursuant to the provisions of Section 11-209 of the Illinois Vehicle Code, 625 ILCS 5/11-209.

E. The Village and Owner desire to enter into this Agreement to set forth their rights and responsibilities regarding the enforcement of traffic and parking regulations by the Village within the Parking Lots.

### SECTION 2. REGULATION OF TRAFFIC AND PARKING.

A. **Enforcement by Village.** Owner hereby authorizes the Village, and the Village hereby agrees, to enforce within the Parking Lots all generally-applicable traffic and parking regulations set forth in the "Libertyville, Illinois Municipal Code," as amended from time to time ("**Village Code**"). Specifically, and without limitation of the foregoing, the Village is hereby authorized and empowered (but is not obligated) to do each of the following within the Parking Lots, in compliance with all applicable Federal, State, and local laws, statutes, and regulations (including, without limitation, the Americans with Disabilities Act):

1. Erect stop signs, flashing signals, handicapped parking area signs or yield signs, and adopt appropriate regulations pertaining thereto or pertaining to the designation of any intersection in the Parking Lots as a stop intersection or as a yield intersection and the ordering of like signs or signals at one or more entrances to said intersection;

2. Prohibit and regulate the turning of vehicles or specified types of vehicles at intersections or other locations;

3. Regulate the crossing of any roadway in the Parking Lots by pedestrians;

4. Designate any separate roadway on the Property for one-way traffic;

{00126715.1}

5. Establish and regulate loading zones;
6. Prohibit, regulate, restrict or limit stopping, standing or parking of vehicles in specified areas on the Property;
7. Designate safety zones and fire lanes in the Parking Lots;
8. Remove and store vehicles parked or abandoned in the Parking Lots during snow storms, floods, fires and other public emergencies or found unattended in the Parking Lots, where such vehicles constitute an obstruction to traffic, or where stopping, standing or parking is prohibited; provided, however, that the cost of any such removal or storage will be borne by the owner or operator of such vehicles;
9. Install signs designating the reservation of specified parking spaces for persons with disabilities;
10. Issue citations and collect fines for violations of the Village Code and of the laws of the State of Illinois in accordance with Section 2.D of this Agreement; and
11. Establish and adopt additional reasonable rules and regulations for the respect of traffic and parking on the Property as local conditions may require for the safety and convenience of the public or the users of the Property.

**B. License Granted.** Owner hereby grants a non-exclusive license to the Village, and to its authorized officials, officers, employees, agents, and representatives, to enter the Property for the purpose of performing the traffic and parking enforcement authorized pursuant to this Agreement.

**C. Limitation of Service.** Owner acknowledges and agrees that the Village, in the exercise of its sole discretion, will determine when the press of regular police business precludes the furnishing of traffic and parking enforcement pursuant to this Agreement. Nothing in this Agreement imposes upon, or otherwise be interpreted to require of, the Village any special duty or obligation to undertake regular patrols, inspections, or examinations of any type of or on the Parking Lots of the Property.

**D. Issuance of Citations.** It is the sole responsibility of, and within the sole discretion of, the Village to prosecute citations for violations of the Village Code or of State law, to the extent contemplated by this Agreement; provided, however, that the Village will not issue citations for, collect fines for, or collect fines as a result of, automobile accidents in the Parking Lots except as required by the laws of the State of Illinois. All fines imposed and collected by the Village are the property of the Village. The Owner's officials, employees, agents and contractors, including, without limitation, property managers, must cooperate with the Village as necessary in the prosecution of all citations.

### **SECTION 3. COSTS.**

Owner acknowledges and agrees that it is solely responsible, and that the Village has no obligation, for payment of the costs of installation and maintenance of all traffic control or parking signs or devices located on the Property and used in connection with the traffic and parking enforcement contemplated by this Agreement. In the event that the Village incurs any

such costs, Owner must reimburse Village for such costs within 30 days after receipt of an invoice therefor.

#### **SECTION 4. MAINTENANCE.**

Except as specifically provided to the contrary in this Agreement, Owner is responsible, at its sole cost and expense, to maintain the Parking Lots and the Property in a safe condition and in compliance with all applicable laws. This Agreement does not include, and will not be construed or applied to require the performance by the Village of, any of the following actions:

- Parking Lots;
1. Striping, painting, or otherwise performing maintenance work within the
  2. Paving of, or snow plowing or removal in, the Parking Lots;
  3. Removing debris remaining from accidents in the Parking Lots; and
  4. Any other activity not expressly agreed to by the Village in this Agreement.

#### **SECTION 5. TERM; TERMINATION.**

**A. Term.** This Agreement is for a five-year term, beginning on the Effective Date. This Agreement will automatically renew for successive additional five-year periods unless terminated in writing by the Owner or the Village in accordance with Section 5.B of this Agreement. This Agreement repeals and replaces any prior agreement for parking and traffic regulation on the Parking Lots or any portion thereof.

**B. Termination.** Either Party may terminate this Agreement at any time, with or without cause, by delivering written notice to the other Party not less than 30 days prior to the date of termination.

#### **SECTION 6. RELEASE; INDEMNIFICATION.**

**A. Release.** Owner hereby releases the Village and its officials, officers, employees, agents, attorneys, and representatives in connection with any and all actions or claims for any loss or damage to the Parking Lots or the Property, or any other property of Owner, as a consequence of the performance of this Agreement.

**B. Indemnification.** Owner must, without regard to the availability or unavailability of any insurance of the Village, indemnify the Village and its respective officers, members, officials, employees, agents, attorneys, and representatives against, and hold the Village and its respective officers, members, officials, employees, agents, attorneys, and representatives, harmless from, any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses (including attorneys' fees and administrative expenses), that may be sustained or incurred as a result of or in connection with the Village's enforcement of traffic and parking regulations on the Property pursuant to this Agreement, or with Owner's performance of, or failure to perform, its obligations under this Agreement, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or willful misconduct of Owner, but not including lawsuits, claims, demands, damages, liabilities, losses, and expenses (including attorneys' fees and administrative expenses) sustained or incurred solely as a result

of the gross negligence or willful misconduct of the Village. Owner's obligations required pursuant to this Section 6.B. survive the termination of this Agreement.

#### **SECTION 7. ENFORCEMENT.**

A. **General.** The Parties may, in law or in equity, by suit, action, mandamus, or any other proceeding, enforce this Agreement. Owner agrees that: (1) it will not seek, and do not have the right to seek, to recover a judgment for monetary damages against the Village or any elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys of the Village, on account of the negotiation, execution or breach of any of the terms and conditions of this Agreement; and (2) the sole remedy available to Owner, upon any breach of this Agreement by the Village, is the termination of this Agreement under its terms.

B. **Prevailing Party.** In the event of a judicial proceeding brought by one or more Parties against one or more other Parties, the prevailing Party or Parties in such judicial proceeding are entitled to reimbursement from the unsuccessful Party or Parties of all costs and expenses, including reasonable attorneys' fees, incurred in connection with such judicial proceeding.

#### **SECTION 8. OWNER WARRANTIES.**

Owner hereby represents and warrants to the Village, to the best of its knowledge and information as of the date of this Agreement, as follows:

A. Owner has the authority and the legal right to make, deliver, and perform this Agreement, and has taken or will take all necessary actions and obtain all required consents and approvals to authorize the execution, delivery, and performance of this Agreement.

B. This Agreement constitutes the legal, valid, and binding obligation of Owner and is enforceable against Owner in accordance with its terms.

C. To the best of the knowledge of the legal representatives of Owner, the execution, delivery, and performance of this Agreement is not prohibited by or in conflict with any requirement of law or under any contractual obligation of Owner, will not result in a breach or default under any agreement to which Owner is a party or is bound, and will not violate any restriction, court order, or agreement to which Owner is subject.

D. The parties executing this Agreement on behalf of Owner and executing and delivering any other agreement or other item contemplated by this Agreement or otherwise required to fulfill Owner's obligations under this Agreement, have full authority to bind Owner to those obligations and to act on behalf of Owner.

#### **SECTION 9. GENERAL PROVISIONS.**

A. **Notices.** All notices and payments required or permitted to be given under this Agreement must be given by the Parties by (i) personal delivery, (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon, or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 9.A. The address of either Party may be changed by written notice to the other Party. Any mailed notice will be deemed to have been given and received within three days after the same has been

mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit.

Notices and communications to the Parties must be addressed to, and delivered at, the following address:

If to the Village: Village of Libertyville  
200 E. Cook Ave.  
Libertyville, IL 60048  
Attention: Chief of Police

If to Owner: Eleven5 Lake LLC  
c/o Kakenmaster & Assoc. Inc.  
333 Peterson Rd, Suite E Libertyville, IL 60048  
Attention: Peter Kakenmaster

**B. Time of the Essence.** Time is of the essence in the performance of all terms, covenants, and conditions of this Agreement.

**C. Consents.** Whenever the consent or approval of either party is required in this Agreement, such consent or approval must be in writing and will not be unreasonably withheld or delayed, and, in all matters contained herein, both parties have an implied obligation of reasonableness, except as may be expressly set forth otherwise.

**D. Exhibit.** Exhibit A attached to this Agreement is, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between the exhibit and the text of this Agreement, the text of this Agreement controls.

**E. Amendments and Modifications.** No amendment or modification to this Agreement will be effective unless and until it is reduced to writing and approved and executed by the parties to this Agreement in accordance with all applicable statutory procedures.

**F. No Joint Venture.** It is hereby understood and agreed that nothing contained in this Agreement is to be deemed or construed as creating the relationship of principal and agent, partnership or joint venture between the parties to this Agreement, it being agreed that no provision of this Agreement and no acts of the parties to this Agreement is to be deemed to create any relationship between the parties other than the relationship set forth specifically by the terms of this Agreement.

**G. Entire Agreement.** This Agreement constitutes the entire agreement between the parties to this Agreement, and supersedes all prior agreements and negotiations between the parties, whether written or oral, relating to the specific subject matter of this Agreement.

**H. No Third-Party Beneficiaries.** No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation will be made, or be valid, against the Village or Owner.

**I. Recording.** The Parties acknowledge and agree that a copy of this Agreement will be recorded in the Office of the Lake County Recorder of Deeds.

[SIGNATURES ON FOLLOWING PAGE]

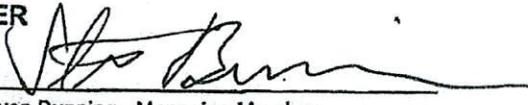
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

**VILLAGE OF LIBERTYVILLE**

By: \_\_\_\_\_  
Kelly A. Amidel, Village Administrator

Date: \_\_\_\_\_

**OWNER**

By:  \_\_\_\_\_  
Its: Steven Bunning - Managing Member

Date: 10/04/23

EXHIBIT A

Legal Description

PARCEL 1:

THAT PART OF LOT 3 OF SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 44 NORTH, RANGE 11, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 3; THENCE SOUTH 8 1/2 DEGREES EAST ALONG THE CENTER OF MILWAUKEE AVENUE, 125.21 FEET; THENCE NORTH 89 DEGREES 13 MINUTES WEST, ON LINE 2 FEET NORTH OF NORTH LINE OF GARAGE, 170.63 FEET; THENCE NORTH 6 DEGREES 35 MINUTES WEST, 123.41 FEET TO THE NORTH LINE OF LOT 3; THENCE EAST 166.39 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 3 OF SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 44 NORTH, RANGE 11, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 8 1/2 DEGREES EAST ALONG THE CENTER OF MILWAUKEE AVENUE, 176 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 3, 190 FEET; THENCE NORTH TO A POINT ON THE NORTH LINE OF SAID LOT 3, 184.2 WEST OF THE NORTHEAST CORNER OF SAID LOT; THENCE EAST ON SAID NORTH LINE TO THE POINT OF BEGINNING (EXCEPT THAT PART DESCRIBED IN PARCEL 1 ABOVE), IN LAKE COUNTY, ILLINOIS.

PARCEL 3:

THE EASTERLY 1/2 OF THE WESTERLY 100 FEET OF THAT PART OF LOT 3 OF SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 44 NORTH, RANGE 11, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 3; THENCE SOUTH 8 1/2 DEGREES EAST ALONG THE CENTER LINE OF MILWAUKEE AVENUE, 176 FEET; THENCE NORTH 89 1/2 DEGREES WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 3, 290 FEET; THENCE NORTHWESTERLY 175.2 FEET TO A POINT IN NORTH LINE OF SAID LOT, 284.2 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH 89 1/2 DEGREES EAST, 284.2 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 4A:

THAT PART OF LOT 3 OF SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 44 NORTH, RANGE 11, DESCRIBED AS FOLLOWS: COMMENCING ON THE SOUTH LINE OF LAKE STREET, 284.2 FEET WEST OF THE CENTER OF MILWAUKEE ROAD; THENCE SOUTHERLY 175.2 FEET TO A POINT 290 FEET NORTH 89 1/2 DEGREES WEST OF THE CENTER LINE OF SAID ROAD; THENCE NORTH 89 1/2

DEGREES WEST 40 FEET; THENCE NORTHERLY TO THE SOUTH LINE OF LAKE STREET AT A POINT 40 FEET WEST OF POINT OF BEGINNING; THENCE EAST ON THE SOUTH LINE OF LAKE STREET, 40 FEET TO THE POINT OF BEGINNING (EXCEPT THE WEST 18 FEET THEREOF); ALSO, THE WEST 50 FEET OF THAT PART OF LOT 3 OF SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 44 NORTH, RANGE 11, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 3; THENCE SOUTH 8 1/2 DEGREES EAST ALONG THE CENTER LINE OF MILWAUKEE AVENUE, 176 FEET; THENCE NORTH 89 1/2 DEGREES WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 3, 290 FEET; THENCE NORTHWESTERLY 175.2 FEET TO A POINT IN THE NORTH LINE OF SAID LOT, 284.2 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH 89 1/2 DEGREES EAST 284.2 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 4B:

THAT PART OF LOT 3 OF SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 44 NORTH, RANGE 11, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 6 OF J.S. GRIDLEY'S SUBDIVISION OF PART OF SAID LOT 3; RUNNING THENCE SOUTH 88 DEGREES 20 MINUTES WEST ALONG THE NORTH LINE OF SAID GRIDLEY'S SUBDIVISION, 92.75 FEET; THENCE NORTH 8 1/2 DEGREES WEST PARALLEL WITH CHICAGO, MILWAUKEE WAGON ROAD, 1.18 CHAINS TO THE SOUTH LINE MILL LOT; THENCE EAST ALONG THE SOUTH LINE OF SAID MILL LOT TO A POINT DIRECTLY NORTH OF THE POINT OF BEGINNING; THENCE SOUTH TO THE POINT OF BEGINNING (EXCEPT THAT PART OF LOT 3 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 6 IN J.S. GRIDLEY'S SUBDIVISION OF PART OF LOT 3; RUNNING THENCE SOUTH 88 DEGREES 20 MINUTES WEST ALONG THE NORTH LINE OF SAID LOT 6 IN J.S. GRIDLEY'S SUBDIVISION, 92.75 FEET; THENCE NORTH 8 1/2 DEGREES WEST PARALLEL WITH THE CHICAGO, MILWAUKEE WAGON ROAD, 77.88 FEET; THENCE EASTERLY ALONG THE SOUTH LINE OF MILL LOT, 4 FEET; THENCE SOUTH 8 1/2 DEGREES EAST PARALLEL WITH SAID CHICAGO, MILWAUKEE WAGON ROAD 57.88 FEET; THENCE EASTERLY ALONG A LINE PARALLEL TO AND 20 FEET NORTH OF THE NORTH LINE OF SAID LOT 6 IN J.S. GRIDLEY'S SUBDIVISION, 88 FEET; THENCE SOUTH 8 1/2 DEGREES EAST PARALLEL WITH CHICAGO, MILWAUKEE WAGON ROAD, 20 FEET TO THE POINT OF BEGINNING), IN LAKE COUNTY, ILLINOIS.

PARCEL 5:

THAT PART LOT 3 DESCRIBED AS FOLLOWS: COMMENCING IN THE CENTER OF THE C & M WAGON ROAD AT THE SOUTHEAST CORNER OF MILL LOT; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID MILL LOT, 33.2 FEET TO A STAKE ON THE WESTERLY LINE OF SAID C & M WAGON ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTHERLY ON THE WESTERLY LINE OF SAID C & M WAGON ROAD, 24-4/12 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH

LINE OF J.S. GRIDLEY'S SUBDIVISION, 190 FEET TO A POINT DIRECTLY NORTH OF THE NORTHEAST CORNER OF LOT 6 IN SAID GRIDLEY'S SUBDIVISION AND WHICH POINT IS  $42 \frac{8}{12}$  FEET FROM SAID NORTH LINE OF SAID GRIDLEY'S SUBDIVISION; THENCE NORTH  $24 \frac{4}{12}$  FEET TO THE SOUTH LINE OF MILL LOT; THENCE EAST ALONG SOUTH LINE OF SAID MILL LOT, 190 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** January 9, 2024

**Agenda Item:** **REPORT OF THE HISTORIC PRESERVATION COMMISSION**  
December 18, 2023

**Historic Preservation Commission**

**Recommendation:** Approve

**Staff Contact:** John P. Spoden, Director of Community Development

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**Background:** The Historic Preservation Commission (HPC) met on December 18, 2023, and reviewed one (1) item that requires Village Board approval.

The item heard at the December 18, 2023, meeting includes:

1. **133 E. Cook Avenue (Robert Bleck, Authorized Agent for Jackie Tillman)**

Request is for approval of new building facades and landscaping.

*Commissioner Galo made a motion, seconded by Commissioner Flader, to recommend the Village Board of Trustees approve the application for new building facades and landscaping at 133 E. Cook Avenue, in accordance with the plans submitted.*

*Motion carried 5 - 0.*

**REPORT OF THE HISTORIC PRESERVATION COMMISSION**

**December 18, 2023**

**HPC 23-07 Robert Bleck, Authorized Agent for Jackie Tillman.  
133 E. Cook Avenue**

**Request is for new building facades and landscaping.**

Mr. Robert Bleck, representative with Bleck & Bleck Architects, presented the proposed building facades and landscaping at 133 E. Cook Avenue. Mr. Bleck stated this project was previously in front of the Historic Preservation Commission, but several changes have been made which require another review. Mr. Bleck stated there was some complexity with the initial design that was unexpected, and the project was cost engineered to remove one of the initially proposed gables. Mr. Bleck stated another request is to have the entire addition completed in the previously approved siding, as opposed to the combination of siding and brick. Mr. Bleck stated the removal of the gable resulted from complexities with the interior sprinkler system and drainage on the rooftop.

Mr. Bleck noted the initial plan also considered re-planting two oak trees near the addition; however, they were advised to re-plant two (2) new trees instead, as the root system of the oak trees would likely not have survived the transplant. Mr. Bleck stated there will be no further changes to the lighting or signage.

Commissioner Kollman confirmed the bump-out gable will be siding instead of masonry, as noted on the plans. Mr. Bleck stated the masonry is an errant note on the drawings. Commissioner Kollman confirmed the transition to siding is a cost saving issue. Mr. Bleck stated it is more so a result of trying to install the brick in the winter conditions.

*Commissioner Galo made a motion, seconded by Commissioner Flader, to recommend the Village Board of Trustees approve the application for new building facades and landscaping at 133 E. Cook Avenue, in accordance with the plans submitted.*

*Motion carried 5 - 0.*



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** January 9, 2024

**Agenda Item:** **REPORT OF THE  
APPEARANCE REVIEW COMMISSION**  
December 18, 2023

**Appearance Review  
Commission**

**Recommendation:** Approve

**Staff Contact:** John P. Spoden, Director of Community Development

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**Background:** The Appearance Review Commission (ARC) met on December 18, 2023, and reviewed six (6) items that require Village Board approval.

The items heard at the December 18, meeting include:

1. **1316 S. Milwaukee Avenue (LaGrange Sign & Lighting, Authorized Agent for SUP II Red Top Plaza LLC)**

Request is for approval for new signage.

*Commissioner Hartshorne made a motion, seconded by Commissioner Kollman, to recommend the Village Board of Trustees approve the application for new signage at 1316 S. Milwaukee Avenue, in accordance with the plans submitted.*

*Motion carried 5 - 0.*

2. **890 S. Milwaukee Avenue (KDN Signs, Authorized Agent for Frontier Cambridge LLC)**

Request is for approval for new signage.

*Commissioner Galo made a motion, seconded by Commissioner Hartshorne, to recommend the Village Board of Trustees approve the application for new signage at 890 S. Milwaukee Avenue, in accordance with the plans submitted.*

*Motion carried 5 - 0.*

3. **104 Fourth Street (North Shore Sign Co., Authorized Agent for Natalie Freund)**

Request is for approval for new signage.

**Village Board Agenda Supplement**  
**Page 2 of 2**

*Commissioner Kollman made a motion, seconded by Commissioner Galo, to recommend the Village Board of Trustees approve the application for new signage at 104 Fourth Street, subject to the following condition: 1) At least 15 SF of landscaping is installed at the base of the sign.*

*Motion carried 5 - 0.*

4. **624 E. Park Avenue (North Shore Sign Co., Authorized Agent for Bridgewater Holdings, LLC)**

Request is for approval for new signage.

*Commissioner Kollman made a motion, seconded by Commissioner Flader, to recommend the Village Board of Trustees approve the application for new signage at 624 E. Park Avenue, in accordance with the plans submitted.*

*Motion carried 5 - 0.*

5. **1600 Northwind Boulevard (Windfree Solar, Authorized Agent for World BioProducts)**

Request is for approval of a rooftop solar array.

*Commissioner Flader made a motion, seconded by Commissioner Kollman, to recommend the Village Board of Trustees approve the application for a rooftop solar array at 1600 Northwind Boulevard, in accordance with the plans submitted.*

*Motion carried 5 - 0.*

6. **1419 Peterson Road (Dollar Tree Stores, Authorized Agent for BRE Retail Residual Owner 4 LLC)**

Request is for approval for new building facades.

*Commissioner Kollman made a motion, seconded by Commissioner Flader, to recommend the Village Board of Trustees approve the application for new building facades at 1419 Peterson Road, in accordance with the plans submitted.*

*Motion carried 4 – 0. Commissioner Galo abstained.*

**REPORT OF THE APPEARANCE REVIEW COMMISSION**

**December 18, 2023**

**ARC 23-56 LaGrange Sign & Lighting, Authorized Agent for SUP II Red Top Plaza LLC.  
1316 S. Milwaukee Avenue**

**Request is for new signage.**

Mr. Mark Satala, representative for LaGrange Sign & Lighting, presented the proposed signage at 1316 S. Milwaukee Avenue. Mr. Satala stated the scope of work includes the installation of a new wall sign and a new tenant panel on the multi-tenant sign. Commissioner Kollman questioned how the sign will be illuminated. Mr. Satala stated the wall sign will be internally lit with LED's, while the individual letters will be black during the day and white at night. Mr. Satala stated the multi-tenant sign will have a white background with black copy. Commissioner Flader questioned if there will be an opaque background. Mr. Satala stated that none of the panels on the multi-tenant sign have an opaque background. Mr. Sandine noted the sign was approved prior to the opaque background requirement and has been grandfathered in to continue. Commissioner Flader noted that the multi-tenant sign should be consistent, whether it be opaque or translucent.

*Commissioner Hartshorne made a motion, seconded by Commissioner Kollman, to recommend the Village Board of Trustees approve the application for new signage at 1316 S. Milwaukee Avenue, in accordance with the plans submitted.*

*Motion carried 5 - 0.*

**ARC 23-57 KDN Signs, Authorized Agent for Frontier Cambridge LLC.  
890 S. Milwaukee Avenue**

**Request is for new signage.**

Mr. Frank Lambert, representative for KDN Signs, presented the proposed signage at 890 S. Milwaukee Avenue. Mr. Lambert stated the scope of work includes replacing several signs for the rebranding of BMO Harris Bank to BMO Bank. Mr. Lambert stated the wall sign will be an aluminum panel with routed push-thru graphics so only the letters illuminate at night. Chair Burger questioned if the logo would have a translucent background. Mr. Sandine noted the white design within the red circle may illuminate but the red background is required to be opaque. Mr. Lambert stated the other change includes the removal of the smaller non-illuminated sign facing South and installing a similar wall sign as that shown facing West. Mr. Lambert stated each sign will be on a four and one-half inch raceway that matches the façade color.

*Commissioner Galo made a motion, seconded by Commissioner Hartshorne, to recommend the Village Board of Trustees approve the application for new signage at 890 S. Milwaukee Avenue, in accordance with the plans submitted.*

*Motion carried 5 - 0.*

**Report of the Appearance Review Commission**  
**Page 2 of 3**

**ARC 23-58 North Shore Sign Co., Authorized Agent for Natalie Freund.**  
**104 Fourth Street**

**Request is for new signage.**

Mr. Jeff Barmueller, representative for North Shore Sign Co., presented the proposed signage at 104 Fourth Street. Mr. Barmueller stated the scope of work includes the installation of a post-and-panel freestanding sign. Mr. Barmueller stated the sign will be non-illuminated, while the border and “Studio 104” will be slightly raised on a vinyl background. Chair Burger stated the Zoning Code will require 15 SF of landscaping at the base of the sign. Mr. Barmueller stated that will not be problem to have installed.

*Commissioner Kollman made a motion, seconded by Commissioner Galo, to recommend the Village Board of Trustees approve the application for new signage at 104 Fourth Street, subject to the following condition: 1) At least 15 SF of landscaping is installed at the base of the sign.*

*Motion carried 5 - 0.*

**ARC 23-59 North Shore Sign Co., Authorized Agent for Bridgewater Holdings, LLC.**  
**624 E. Park Avenue**

**Request is for new signage.**

Mr. Jeff Barmueller, representative for North Shore Sign Co., presented the proposed signage at 624 E. Park Avenue. Mr. Barmueller stated the scope of work includes the installation of one (1) new multi-tenant freestanding sign and two (2) wall signs. Mr. Barmueller stated the multi-tenant sign will be slightly smaller than the existing multi-tenant sign. Mr. Barmueller stated the sign will be illuminated, with the three (3) faces having an opaque background. Mr. Barmueller stated the windows and spotlight will not be illuminated, as it is shown incorrectly on the rendering. Chair Burger confirmed only the business names will be illuminated. Mr. Barmueller stated one of the wall signs will be a metal flanged panel, non-illuminated, that is decorated with a vinyl wrap overlay. Mr. Barmueller stated the second wall sign will include the re-face of an existing cabinet sign. Mr. Barmueller stated only the letters and logo will be illuminated and the background will be opaque.

Chair Burger stated the freestanding sign will need to be at least five (5) feet from the property line. Mr. Barmueller stated the setbacks are about 16-feet from Park Avenue. Chair Burger stated there is a requirement of 40 SF of landscaping at the base of the sign. Mr. Barmueller stated there is existing landscaping at the base that can be enhanced. Chair Burger stated the overall square footage of signage will need to be confirmed at the time of permit request.

*Commissioner Kollman made a motion, seconded by Commissioner Flader, to recommend the Village Board of Trustees approve the application for new signage at 624 E. Park Avenue, in accordance with the plans submitted.*

*Motion carried 5 - 0.*

**Report of the Appearance Review Commission**  
**Page 3 of 3**

**ARC 23-60 Windfree Solar, Authorized Agent for World BioProducts.**  
**1600 Northwind Boulevard**

**Request is for a rooftop solar array.**

Mr. Jack Johannesson, representative for Windfree Solar, presented the proposed rooftop solar array at 1600 Northwind Boulevard. Mr. Johannesson stated the scope of work includes a solar array installation that will contribute to the existing solar array field on the property already. Mr. Johannesson stated the intention is to provide a screening device for the proposed solar array but requested more information on the possibility of not screening them. Mr. Sandine stated the application at this time is to have the Commission review a project that is going to be screened.

Mr. Sandine stated the variation process will require a separate application and additional discussion that can occur after the meeting. Mr. Sandine reminded the Commission that their current request is for a solar array with screening.

*Commissioner Flader made a motion, seconded by Commissioner Kollman, to recommend the Village Board of Trustees approve the application for a rooftop solar array at 1600 Northwind Boulevard, in accordance with the plans submitted.*

*Motion carried 5 - 0.*

**ARC 23-61 Dollar Tree Stores, Authorized Agent for BRE Retail Residual Owner 4 LLC.**  
**1419 Peterson Road**

**Request is for new building facades.**

Mr. Tom Wilson, representative for Lingle Design Group, presented the proposed building facades at 1419 Peterson Road. Mr. Wilson stated the scope of work includes the installation of two (2) new doors, one exit door at the front entrance (beige color) and one double-door at the rear entrance (beige color). Mr. Wilson stated it is also their intention to paint the gable area above the entrance a uniform shade of white. Commissioner Flader questioned if there is any signage being proposed. Mr. Wilson stated there is no signage proposed at this time. Chair Burger confirmed the colors to be painted in the gable area. Mr. Wilson stated the idea is to paint the entire triangular area a single color. Commissioner Kollman confirmed the doors will be the beige color and the gable will be the lighter color. Commissioner Kollman questioned if these colors will be the same as others on the building. Mr. Wilson stated they will be in the same color palette.

*Commissioner Kollman made a motion, seconded by Commissioner Flader, to recommend the Village Board of Trustees approve the application for new building facades at 1419 Peterson Road, in accordance with the plans submitted.*

*Motion carried 4 – 0. Commissioner Galo abstained.*



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** January 9, 2024

**Agenda Item:** **REPORT OF THE  
APPEARANCE REVIEW COMMISSION**  
ARC 23-49, New Landscaping  
1001 S. Milwaukee Avenue

**Appearance Review  
Commission**

**Recommendation:** Denial of Request

**Staff Contact:** John P. Spoden, Director of Community Development

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**Background:** Happy Hyundai of 1001 S. Milwaukee Avenue is proposing to remove an existing tree at the abutting Libertyville Chevrolet site. There is an existing evergreen tree to the east of the Chevrolet monument sign that blocks the view of the Hyundai monument sign for northbound traffic. Hyundai proposes to remove the tree and plant a new evergreen tree along their northern property line.

The Appearance Review Commission considered the request at the November and December meetings. The consensus of the Commission was to recommend Village Board of Trustees denial of the proposal as it is a healthy tree. A motion to recommend approval failed with a vote of 2 – 3.

Representatives of Hyundai will be present at the Village Board meeting on January 9, 2024, to discuss the proposal as it pertains to their business operations.

Attachments:

1. ARC Report for 1001 S. Milwaukee Avenue
2. Related Materials

**REPORT OF THE APPEARANCE REVIEW COMMISSION**  
**December 18, 2023**

**Draft December 18, 2023, Appearance Review Commission Meeting Minutes**

**ARC 23-49    Bret Mathews, Applicant.**  
**1001 S. Milwaukee Avenue**

**Request is for new landscaping.**

Mr. Anthony Hasting, authorized agent for Bret Mathews, presented the proposed landscaping at 1001 S. Milwaukee Avenue. Mr. Sandine reminded the Commission this project was before them last month. Mr. Sandine stated the request includes the removal of the evergreen tree in front of the Chevrolet freestanding sign in order to have better visibility for the Hyundai freestanding sign. Mr. Sandine noted the discussion last month included whether additional signage can be installed to direct users into the site or identifying suitable locations for replacement trees. Mr. Sandine noted in the re-submitted narrative that it would be unlikely for changes to be made to the signage and a reasonable solution may include installing evergreen shrubs at the base of the Chevrolet freestanding sign, along with an evergreen replacement at the north end of the property. Commissioner Galo questioned the location of the replacement tree. Mr. Hasting stated it will be located just north of the retaining wall. Mr. Hasting stated their concern is the lack of visibility moving northbound on Milwaukee Avenue. Commissioner Kollman stated the signage on the façade is very noticeable, but the freestanding sign is blocked until you are past the entrance. Commissioner Kollman noted he prefers the evergreen tree remain and does not see a necessity for it to be removed.

*Commissioner Galo made a motion, seconded by Commissioner Hartshorne, to recommend the Village Board of Trustees approve the application for new landscaping at 1001 S. Milwaukee Avenue, in accordance with the plans submitted.*

*Motion failed 2 – 3. Chair Burger, Commissioner Flader, and Commissioner Kollman against.*

**November 20, 2023, Appearance Review Commission Meeting Minutes**

**ARC 23-49    Bret Mathews, Applicant**  
**1001 S. Milwaukee Avenue**

**Request is for new landscaping.**

Mr. Andy Prodic, authorized agent for Bret Mathews, presented the proposed landscaping at 1001 S. Milwaukee Avenue. Mr. Prodic stated the scope of work includes the removal of the evergreen tree in front of the Chevrolet sign, as it blocks patrons looking for the Hyundai sign as they travel northbound on Milwaukee Avenue. Chair Burger noted the tree does not appear to be dead, diseased, or dying. Commissioner Flader questioned the plans for a replacement tree. Mr. Prodic stated their intention would be to install several deciduous trees along Milwaukee Avenue. Commissioner Flader stated a concern with that plan is those trees would likely cause a similar

**Report of the Appearance Review Commission**  
**Page 2 of 2**

problem for Hyundai and Chevrolet in ten (10) years, when they display fully mature tree canopies. Commissioner Flader questioned if there is an opportunity for a freestanding sign or multi-tenant sign closer to the entrance that can assist in directing patrons to the site. Mr. Prodic stated he would need to confirm with both dealerships, as they often require their own branding standards. Chair Burger stated that would be one opportunity to have this tree remain and still achieve the goal of directing patrons to the dealership. Mr. Sandine stated these properties have the same ownership and operate under a Planned Development so additional approvals may be required for any additional signage. Chair Burger stated it would be unfortunate to have this mature tree removed and be in the same situation a few years down the road. Commissioner Flader stated if the tree was removed, a significant replacement should be required, such as an eight-inch deciduous tree. Chair Burger suggested that given the uncertainty in replacements and whether there is a potential for alternative signage, the applicant discuss with their team and return at a future meeting. Mr. Prodic stated he will discuss these options with the team and prepare for a following meeting.

*Commissioner Flader made a motion, seconded by Commissioner Kollman, to continue the application for new landscaping at 1001 S. Milwaukee Avenue, until the December 18, 2023, meeting date.*

*Motion carried 5 - 0.*



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** January 9, 2024

**Agenda Item:** **REPORT OF THE ZONING BOARD OF APPEALS**  
**ZBA 23-12, Variation for Corner Side Yard Setback (Withdrawn)**  
**ZBA 23-13, Variations for Signage**  
MAR Libertyville-H, LLC, Applicant  
1111 S. Milwaukee Avenue

**Staff Recommendation to Zoning Board of Appeals:** Approve variation for corner yard setback and variations for signage

**ZBA Recommendation:** Deny variation for corner side yard setback  
Approve variations for signage. Upon approval, an ordinance will be drafted for Village Board action

**Staff Contact:** John P. Spoden, Director of Community Development

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**Background:** Libertyville Honda is requesting three (3) sign variations for a remodeling and addition planned at 1111 S. Milwaukee Avenue. An additional variation for a corner side yard setback variation for the addition was withdrawn after the public hearing. The three sign variations include increasing the permitted wall signs from one (1) to two (2); increasing the permitted size of a business wall sign from 100 square feet to approximately 128 square foot; and increasing the maximum number of permitted accessory “Service” signs from one (1) to two (2).

The Zoning Board of Appeals concurred with the sign variation requests. Motions to recommend Village Board of Trustees approval to increase the number of business and service wall signs passed with votes of 7 – 0. A motion to recommend approval of the increase in permitted area for a business sign passed with a vote of 6 – 1.

If the Board approves the Report of the Zoning Board of Appeals, an ordinance will be prepared for the next Board meeting.

Attachments:

1. ZBA Report and related materials

## David Smith

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**From:** Matthew E. Norton <MNorton@BurkeLaw.com>  
**Sent:** Monday, December 18, 2023 5:11 PM  
**To:** John Spoden; David Smith  
**Cc:** Diego Ledesma  
**Subject:** ZBA 23-12 and ZBA 23-13

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

John and David:

Our client and applicant, MAR Libertyville-H, LLC ("MAR"), is withdrawing its side yard variation request for the Libertyville Honda at 1111 S. Milwaukee Avenue (Case No. ZBA 23-12), which was heard at the November 27, 2023, Zoning Board of Appeals meeting. MAR desires to continue pursuing the sign variations request for the same site (Case No. ZBA 23-13), which was also heard at the November 27, 2023, Zoning Board of Appeals meeting.

Thank you, and please let us know if you have any questions.

Matt

### Matthew E. Norton

*Partner*

Burke, Warren, MacKay & Serritella, P.C.

330 N Wabash Ave, 21st Floor | Chicago, IL 60611

P 312-840-7085 | F 312-840-7900 | M 312-498-3554

[MNorton@BurkeLaw.com](mailto:MNorton@BurkeLaw.com) | [www.burkelaw.com](http://www.burkelaw.com)

[Profile](#) | [LinkedIn](#) | [vCard](#)



BURKE, WARREN,  
MACKAY & SERRITELLA, P.C.

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**REPORT OF THE ZONING BOARD OF APPEALS**

**REPORT ON:**           ZBA 23-12 and ZBA 23-13, MAR Libertyville-H, LLC

**TO THE VILLAGE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF LIBERTYVILLE, LAKE COUNTY, ILLINOIS 60048.**

Pursuant to the **APPLICATION of MAR LIBERTYVILLE-H, LLC**, being the **LESSEE** of real estate located at **1111 S. MILWAUKEE AVENUE**, the **ZONING BOARD OF APPEALS** of the Village of Libertyville held a **PUBLIC HEARING** to consider the **APPLICATION FOR A VARIATION TO REDUCE THE MINIMUM REQUIRED CORNER SIDE YARD SETBACK FROM 120 FEET TO APPROXIMATELY 114 FEET AS MEASURED FROM THE CENTER LINE OF A COLLECTOR STREET (GOLF ROAD) TO THE PRINCIPAL STRUCTURE IN ORDER TO CONSTRUCT A BUILDING ADDITION; AND VARIATIONS TO: 1) INCREASE THE MAXIMUM PERMITTED NUMBER OF BUSINESS WALL SIGNS ONE (1) TO TWO (2); 2) INCREASE THE MAXIMUM PERMITTED SIZE OF AN INDIVIDUAL BUSINESS WALL SIGN FROM 100 SQUARE FEET TO APPROXIMATELY 128 SQUARE FEET IN ORDER TO ALLOW THE COMBINED HONDA LOGO WITH HONDA LETTER SET AS A SINGLE BUSINESS WALL SIGN; AND 3) INCREASE THE MAXIMUM NUMBER OF PERMITTED ACCESSORY “SERVICE” WALL SIGNS FROM ONE TO TWO FOR PROPERTY LOCATED IN A C-5 VEHICLE DEALER COMMERCIAL DISTRICT, CHAPTER 26, SECTIONS 5-6.5 AND 11-13**, according to the provisions cited in the Libertyville Municipal Code as amended, with the aforesaid real estate being described in Exhibit A, attached.

The aforesaid **PUBLIC HEARING** was duly advertised on **NOVEMBER 10, 2023**, and held on **NOVEMBER 27, 2023**, at **7:00 P.M.**, in the Village Hall, 118 West Cook Avenue, Libertyville, Illinois. Written notice was served by certified mail, return receipt requested to all property owners within 250 feet of the site.

At the **PUBLIC HEARING** the applicant and witnesses were duly sworn and questioned by the Zoning Board of Appeals. No objectors appeared at the hearing and no written objections to the proposed variation have been filed.

From the evidence and testimony submitted, the Zoning Board of Appeals of the Village of Libertyville hereby find the following:

***Background:***

The applicant, MAR Libertyville-H, LLC, is requesting approval for a variation to reduce the minimum required corner side yard setback in order to construct a building addition and variations for signage for property located in a C-5 Vehicle Dealer Commercial District at 1111 S. Milwaukee Avenue.

The subject site previously known as Pauly Honda is now under new ownership and will be branded as Libertyville Honda. The applicant, MAR Libertyville-H LLC, requests approval of variations to the Libertyville Code as detailed below. The subject property is located at 1111 S.

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Milwaukee Ave. at the southwest corner of side of Milwaukee Avenue and Golf Road. The subject property is zoned C-5 Vehicle Dealer Commercial District. The applicant plans to (i) construct a 3,695 square foot building addition, that will accommodate an indoor three lane drive in service facility and an approximately 1,980 square foot technician’s breakroom and car detailing bay; and (ii) upgrade the Subject Property’s existing building.

### ***Corner Side Yard Setback Variation for building addition:***

The northwest corner of the proposed building addition is located approximately 114 feet from the center line of Golf Road. As proposed, it does not meet the 120-foot corner side yard setback requirement per the Zoning Code regulations. The applicant seeks a six-foot variation from the corner side yard setback requirement.

### ***New Wall Signage – Variations for Number of and Total Size of Signs:***

The applicant is proposing to install new wall signs in response to Honda’s branding requirements. The applicant is proposing to install four (4) signs: a Honda logo, the word “Honda”, the word “Libertyville”, and the word “Service”. The Libertyville Zoning Code permits not more than one business wall sign in addition to the “Service” wall sign. The wall signs may not exceed a total 25% of the square foot area of the building façade to which the wall signs are attached nor more than 100 square feet for any individual wall sign. The following sign variations are requested.

1. The applicant seeks approval for a sign variation to increase the maximum permitted number of business wall signs one (1) to two (2) in order to allow the following:
  - The combined logo and “Honda” letter set comprise one business wall sign due to the close proximity to each other for a combined sign area of a approximately 128 square feet.
  - The “Libertyville” is one wall sign for a sign area of approximately 49 square feet.
2. The applicant seeks approval for a sign variation to increase the maximum permitted size of an individual business wall sign from 100 square feet to approximately 128 square feet in order to allow the combined Honda logo with Honda letter set business wall sign.
3. The applicant seeks approval to increase the maximum number of permitted accessory “Service” wall signs from one to two.

The Zoning Board of Appeals does not support the petitioner’s request for the variation in order to construct a building addition located at Libertyville Honda at 1111 S. Milwaukee Avenue.

The Zoning Board of Appeals supports the petitioner’s request for the variations to install the requested wall signage located at Libertyville Honda at 1111 S. Milwaukee Avenue.

Regarding ZBA 23-12, the Zoning Board of Appeals finds that carrying out of the strict letter of the provisions of the Zoning Code for a building addition would not create a practical difficulty or particular hardship for the applicant. The requested variation does not satisfy each of the standards listed in Section 16-8.7 of the Zoning Code.

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Regarding ZBA 23-13-1.2.3), the Zoning Board of Appeals finds that carrying out of the strict letter of the provisions of the Zoning Code for signage would create a practical difficulty or particular hardship for the applicant. The requested variations do satisfy each of the standards listed in Section 16-8.7 of the Zoning Code, as follows:

- a. General Standard. No variation shall be granted pursuant to this Section 16-8 unless the applicant shall establish that carrying out the strict letter of the provisions of this Code would create a particular hardship or a practical difficulty. Such a showing shall require proof that the variation being sought satisfies each of the standards set forth in this Section 16-8.7.
- b. Unique Physical Condition. The Subject Property is ideally located along the “Libertyville Mile of Cars”. However, customers and potential customers move swiftly up and down Milwaukee Avenue. Wall signs that are both limited in number and size to those permitted as a matter of right and that are located on a building set back more than 200 feet from Milwaukee Avenue, would be much less visible to those motorists. As such, while the Subject Property is in a great location, the busy nature of Milwaukee Avenue and significant setback of the building compel the need for more and larger signs.
- c. Not Self-Created. The factors that make compliance with the Zoning Code sign restrictions a practical difficulty were not created by Applicant (the rate of travel on Milwaukee Avenue, the building’s setback from Milwaukee Avenue, the relatively strict sign requirements of the Zoning Code).
- d. Denied Substantial Rights. The sign variations the Applicant seeks are intended to make the proposed signs reasonably visible and legible to potential customers and, importantly, to clearly identify the Honda store as the “Libertyville” Honda store. In this regard, Applicant seeks only to be placed on an equal footing with other auto dealerships.
- e. Not Merely Special Privilege. Applicant does not seek a special privilege with its requested sign variations. Again, it merely intends to ensure that its new signs are reasonably visible and legible to potential customers and to clearly identify the Honda store as the “Libertyville” Honda store.
- f. Code and Plan Purposes. The requested variations conform with the land use patterns established by the Village of Libertyville. The Subject Property is currently improved with an existing automobile dealership and is located within the well-established “Libertyville Mile of Cars” corridor along Milwaukee Avenue. (See Comprehensive Plan, pg. 148.) The proposed vehicle service drive-in addition and sign variations do not change the use of the Subject Property and are consistent with the Village's Comprehensive Plan.
- g. Essential Elements of the Area. The variation would not result in a use or development on the subject lot that:
  - 1) Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development, or value of property or improvements permitted in

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- the vicinity; or
  - 2) Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or
  - 3) Would substantially increase congestion in the public streets due to traffic or parking; or
  - 4) Would unduly increase the danger of flood or fire; or
  - 5) Would unduly tax public utilities and facilities in the area; or
  - 6) Would endanger the public health or safety.
- h. No Other Remedy. The sign variations that Applicant seeks are intended to make the proposed signs reasonably visible and legible to potential customers and, importantly, to clearly identify the Honda store as the "Libertyville" Honda store. Without the requested sign variations, the signs will not adequately communicate Honda's brand and the store's location in the Village of Libertyville to the public.

**WHEREFORE**, the Zoning Board of Appeals of the Village of Libertyville, Lake County, Illinois is recommending to the Village President and the Board of Trustees, that this **APPLICATION FOR A VARIATION TO REDUCE THE MINIMUM REQUIRED CORNER SIDE YARD SETBACK FROM 120 FEET TO APPROXIMATELY 114 FEET AS MEASURED FROM THE CENTER LINE OF A COLLECTOR STREET (GOLF ROAD) TO THE PRINCIPAL STRUCTURE IN ORDER TO CONSTRUCT A BUILDING ADDITION ON PROPERTY LOCATED IN A C-5 VEHICLE DEALER COMMERCIAL DISTRICT** be **APPROVED**.

The vote of the Zoning Board of Appeals recommending **APPROVAL** was 1 - 6, recorded as follows:

**AYES:** FLORES

**NAYS:** WHEELER, OAKLEY, PYTER, RANKIN, STEFFE, ZYCH

**ABSENT:** NONE

**WHEREFORE**, the Zoning Board of Appeals of the Village of Libertyville, Lake County, Illinois is recommending to the Village President and the Board of Trustees, that this **APPLICATION FOR A VARIATION TO REDUCE THE MINIMUM REQUIRED CORNER SIDE YARD SETBACK FROM 120 FEET TO APPROXIMATELY 114 FEET AS MEASURED FROM THE CENTER LINE OF A COLLECTOR STREET (GOLF ROAD) TO THE PRINCIPAL STRUCTURE IN ORDER TO CONSTRUCT A BUILDING ADDITION ON PROPERTY LOCATED IN A C-5 VEHICLE DEALER COMMERCIAL DISTRICT** be **DENIED**.

The vote of the Zoning Board of Appeals recommending **DENIAL** was 6 - 1, recorded as follows:

**AYES:** WHEELER, OAKLEY, PYTER, RANKIN, STEFFE, ZYCH

**NAYS:** FLORES

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**ABSENT:** NONE

**WHEREFORE**, the Zoning Board of Appeals of the Village of Libertyville, Lake County, Illinois is recommending to the Village President and the Board of Trustees, that this **APPLICATION FOR A VARIATION TO INCREASE THE MAXIMUM PERMITTED NUMBER OF BUSINESS WALL SIGNS ONE (1) TO TWO (2) FOR PROPERTY LOCATED IN A C-5 VEHICLE DEALER COMMERCIAL DISTRICT** be **APPROVED**.

The vote of the Zoning Board of Appeals recommending **APPROVAL** was 7 - 0, recorded as follows:

**AYES:** WHEELER, FLORES, OAKLEY, PYTER, RANKIN, STEFFE, ZYCH

**NAYS:** NONE

**ABSENT:** NONE

**WHEREFORE**, the Zoning Board of Appeals of the Village of Libertyville, Lake County, Illinois is recommending to the Village President and the Board of Trustees, that this **APPLICATION FOR A VARIATION TO INCREASE THE MAXIMUM PERMITTED SIZE OF AN INDIVIDUAL BUSINESS WALL SIGN FROM 100 SQUARE FEET TO APPROXIMATELY 128 SQUARE FEET IN ORDER TO ALLOW THE COMBINED HONDA LOGO WITH HONDA LETTER SET AS A SINGLE BUSINESS WALL SIGN FOR PROPERTY LOCATED IN THE C-5 VEHICLE DEALER COMMERCIAL DISTRICT** be **APPROVED**.

The vote of the Zoning Board of Appeals recommending **APPROVAL** was 6 - 1, recorded as follows:

**AYES:** FLORES, OAKLEY, PYTER, RANKIN, STEFFE, ZYCH

**NAYS:** WHEELER

**ABSENT:** NONE

**WHEREFORE**, the Zoning Board of Appeals of the Village of Libertyville, Lake County, Illinois is recommending to the Village President and the Board of Trustees, that this **APPLICATION FOR A VARIATION TO INCREASE THE MAXIMUM NUMBER OF PERMITTED ACCESSORY “SERVICE” WALL SIGNS FROM ONE TO TWO FOR PROPERTY LOCATED IN THE C-5 VEHICLE DEALER COMMERCIAL DISTRICT** be **APPROVED**.

The vote of the Zoning Board of Appeals recommending **APPROVAL** was 7 - 0, recorded as follows:

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**AYES:** WHEELER, FLORES, OAKLEY, PYTER, RANKIN, STEFFE, ZYCH

**NAYS:** NONE

**ABSENT:** NONE

Respectfully Submitted, January 2, 2024.

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Chair, Zoning Board of Appeals

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Secretary, Zoning Board of Appeals

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**EXHIBIT A**

Legal Description of the Property

PARCEL 1:

THAT PART OF LOTS 3 AND 7 IN ERNST HECHT ESTATES SUBDIVISION LANDS IN SECTIONS 20, 21, 22, 27, 28, AND 29, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 23, 1918 AS DOCUMENT NUMBER 177862, IN BOOK "K" OF PLATS PAGE 10 AND 11, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF MILWAUKEE AVENUE AND THE SOUTH LINE OF THE NORTHERLY 305 FEET OF SAID LOT 7 {AS MEASURED PARALLEL TO SAID WEST LINE}; THENCE NORTHERLY ALONG SAID WEST LINE TO THE NORTH LINE OF SAID LOT 7; THENCE CONTINUING NORTHERLY ALONG SAID WEST LINE 49.49 FEET; THENCE WESTERLY PERPENDICULAR TO SAID WEST LINE, 100.00 FEET; THENCE NORTHWESTERLY AROUND A CURVE TO THE RIGHT TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 527.16 FEET, 141.45 FEET, TO A POINT OF SAID NORTH LINE; THENCE NORTHWESTERLY ALONG SAID NORTH LINE 434.78 FEET; THENCE PERPENDICULAR TO THE LAST DESCRIBED COURSE, 293.41 FEET TO SAID LOT LINE; THENCE SOUTHEASTERLY ALONG SAID SOUTH LINE, 770.80 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

LOT 2 OF DANIEL MARKS SUBDIVISION BEING A RESUBDIVISION OF PART OF LOT 7 IN ERNST HECHT'S ESTATE SUBDIVISION OF LANDS IN SECTIONS 20, 21, 22, 27, 28 AND 29, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 26, 2001 AS DOCUMENT NUMBER 4809869, IN LAKE COUNTY, ILLINOIS.

Address: 1111 S. Milwaukee Avenue, Libertyville, Illinois

P.I.N. 11-28-201-061 (affects Parcel 1) and 11-21-423-001 (affects Parcel 2)

**EXCERPTS FROM APPEARANCE REVIEW COMMISSION AND ZONING BOARD OF APPEALS MEETING MINUTES**

**November 20, 2023, Appearance Review Commission Meeting Minutes**

**ARC 23-46 MAR Libertyville-H, LLC, Applicant  
1111 S. Milwaukee Avenue**

**Request is for new building facades, landscaping, lighting, and signage.**

Mr. Jose Martinez, authorized agent for MAR Libertyville-H, LLC, presented the proposed building facades, landscaping, lighting, and signage at 1111 S. Milwaukee Avenue. Mr. Martinez stated the scope of work includes two (2) additions, one at the rear of the building and one along the north side of the building, along with renovating the entire façade. Mr. Martinez stated the addition at the rear of the building will be primarily utilized as a new detailing space, along with a proper technical room and break room for employees. Mr. Martinez stated the addition on the north side of the building is to accommodate a new service center. Mr. Martinez stated the location of the addition at the north side of the building will require a setback variation, as the corner of the building is about six (6) feet beyond the required setback line. Mr. Martinez stated other improvements include replacing the building materials on the front façade and installing several new wall signs. Mr. Martinez stated the new building materials on the front of the building will primarily be stucco and ACM (architectural composite materials) panels. Mr. Martinez stated the intention is to have a modern, clean façade, which includes new roll-up doors.

Chair Burger questioned if there will be any changes to the parking lot. Mr. Martinez stated the entire parking lot will be recovered and restriped, while a sidewalk is being proposed from the front entrance to Milwaukee Avenue. Commissioner Kollman stated the “Libertyville” sign appears to be pushed too far to the right on the front façade, as shown on the elevations. Mr. Martinez stated the location is generally dictated by the dealership. Chair Burger questioned the shaded area on the Geometric Plan. Mr. Martinez stated that is the area that will be subject to a full-depth pavement removal. Chair Burger questioned how the space near Keynote #8 will be utilized. Mr. Martinez stated that area is wide enough for an automobile to be taken into the showroom.

Chair Burger stated the Staff Comments note there will be four (4) wall signs and one (1) freestanding sign. Chair Burger noted one (1) of the wall signs will exceed the maximum square footage allowed. Mr. Sandine noted the overall square footage for signage is compliant, however, the number of wall signs will be subject to a variation. Commissioner Kollman stated the addition looks to be very clean and the notes his only concern is the location of the “Libertyville” sign. Commissioner Kollman noted the location of the sign on the “sign plans” show it to be more aligned with the front entrance. Chair Burger questioned the size of the shrubs to be installed in the proposed island. Mr. Martinez stated the shrubs will be installed at a planting height of 48-inches.

Commissioner Kollman discussed the materials to be installed on the front façade. Commissioner Kollman noted there appears to be joints shown on a few elevations, but not on other elevations. Mr. Martinez stated there will be joints in the material and those will be located a maximum of eight (8) feet away from each other. Commissioner Kollman noted the Alucobond panel wraps on

the south façade, but Dryvit is shown to be located on the West and North façade. Chair Burger and Commissioner Kollman stated it would be beneficial to see the exact material and color samples that are being proposed on the front façade. Mr. Martinez stated those can be provided to the Commission for their review. Mr. Martinez stated the color for the building will be either white or “Honda” blue. Commissioner Kollman noted the elevations include notes that a portion of the building will be a grey color. Mr. Martinez stated those areas will more than likely be painted white to have consistency throughout the building. Mr. Martinez stated they would rather paint the grey areas white, so the building does not look unprofessional.

*Commissioner Kollman made a motion, seconded by Commissioner Flader, to recommend the Plan Commission/Zoning Board of Appeals approve the application for new building facades, landscaping, lighting, and signage at 1111 S. Milwaukee Avenue, subject to the following condition: 1) Material and color samples are provided to the Village for review by the ARC Chair to confirm compliance with the proposed elevations.*

*Motion carried 5 - 0.*

### **October 16, 2023, Appearance Review Commission Meeting Minutes**

**ARC 23-46 MAR Libertyville-H, LLC, Applicant  
1111 S. Milwaukee Avenue**

**Request is for new building facades, landscaping, lighting, and signage.**

*Commissioner Kollman made a motion, seconded by Commissioner Galo, to continue the application for new building facades, landscaping, lighting, and signage at 1111 S. Milwaukee Avenue, until the November 20, 2023, meeting date.*

*Motion carried 4 - 0.*

### **Draft November 27, 2023, Zoning Board of Appeals Meeting Minutes**

**ZBA 23-12 MAR Libertyville-H, LLC, Applicant  
1111 S. Milwaukee Avenue**

**Request is for a variation to reduce the minimum required corner side yard setback from 120 feet to approximately 114 feet as measured from the center line of a Collector Street (Golf Road) to the principal structure in order to construct a building addition on property located in a C-5 Vehicle Dealer Commercial District.**

**ZBA 23-13 MAR Libertyville-H, LLC, Applicant  
1111 S. Milwaukee Avenue**

**Request is for variations to: 1) increase the maximum permitted number of business wall signs one (1) to two (2); 2) increase the maximum permitted size of an individual business wall sign from 100 square feet to approximately 128 square feet in order to allow the combined Honda logo with Honda letter set as a single business wall sign;**

**and 3) increase the maximum number of permitted accessory “Service” wall signs from one to two for property located in a C-5 Vehicle Dealer Commercial District.**

Mr. Matt Norton, attorney for the applicant, stated that the applicant is seeking to construct a three aisle service building addition on the north side of the existing Honda dealership building. He stated that this is an amenity that is becoming more and more expected by customers. He stated that customers in the Libertyville area are used to an amenity like this where they are able to drive into the service aisles and drop their cars off for service in an enclosed climate-controlled facility. He stated that another component of this addition is a technician’s area that includes a break room for the technicians, men’s and women’s rest rooms, locker room, and a detailing bay. He stated that the service building addition will require zoning relief for the setback. He stated that the service addition encroaches into the corner side yard approximately six (6) feet. He stated that the variation is necessary in order to accommodate the third lane of the service building addition. He stated that it would diminish the utility of the service building addition to not have the third lane.

Mr. Norton stated that the other components of the project include upgrading the signage and building facades. He stated that the proposed signage program will require zoning relief as well. He stated that they are seeking a sign variation to increase the maximum number of business wall signs from one to two and the number of Service signs from one to two. He stated that it is important to include the Libertyville name in the Honda Libertyville rebranding as is shown in the proposed wall signage. He stated that the second sign variation is to increase the maximum permitted size of a business wall sign from 100 square feet to approximately 128 square feet. He stated that the combined Honda logo and the letter set Honda exceed the 100 square foot sign area limitation. He stated that the third sign variation is to seek approval for a second Service sign. He stated that the second Service sign is a smaller Express Service wall sign located above one of the service doors entering in the service building addition.

Mr. Norton stated that he building facade and signage upgrades are necessary to bring the facility up to Honda’s standards. He stated that they believe that the variations requested satisfy the Standards for Variations that are applicable to the Village of Libertyville. He stated that the hardship or practical difficulty relative to the setback variation is that fact that the site is only about 6.6 acres in size which is relatively small for a suburban auto dealership and its configuration.

Mr. Norton stated that they are in a great location but there is a lot of competition from the other dealers in the Mile of Cars along South Milwaukee Avenue. He stated that in terms of the Standards for Variation for the sign variations he noted that they are in a good location on Milwaukee Avenue but the traffic moves relatively fast. He stated that to be regulated to a 100 square foot business wall sign constrains the applicant’s ability to communicate a visible, identifiable, meaningful commercial brand message. He stated that they are well below the maximum permitted gross sign area relative to the area of the building facade. He stated that the proposed signs are well designed, tasteful and not overly intrusive. He stated that the second smaller service sign serves much like a directional sign and will assist to control vehicles queuing up to enter the service entrance into the new addition.

Mr. Norton stated that the requested variations are minor in scope and comply with the Zoning Code Standards for Variations.

Board Member Oakley asked why the applicant needs three service lanes. Mr. Matt Benak, Honda Libertyville, stated that Honda currently has two service lanes that are four cars deep located on the side of the building but the cars waiting for service often back up out on to Golf Road. He stated that they have a need to reorient the service lanes to the front of the building for better traffic flow and the third bay is for express service where the customer can pull up and drop off their vehicle.

Board Member Oakley asked if Honda will have the capacity to charge electric vehicles. Mr. Benak stated yes.

Board Member Oakley asked why they needed the additional wall sign when they already have the monument sign in front of the building. Mr. Benak stated that Honda requires the proposed sign program.

Board Member Flores asked what the on-site traffic flow direction will be and from which street are customers anticipated to enter the site. Mr. Benak stated that traffic will be able to enter the site from both Golf Road and Milwaukee Avenue.

Board Member Flores asked how deliveries will be handled. Mr. Benak stated that deliveries could park on the third lot to the rear of the property for vehicle unloading.

Board Member Steffe stated that he is in favor of the sign variations but does not support the setback variation. He stated that it seems to be a self-created hardship and he believes that two service bays should be enough or reduce the encroachment enough to not need the variation.

Mr. Benak stated that the customer reception area is important to the Honda business model.

Board Member Rankin asked if the Fire Department had a chance to review the site plan and if they agree that the on-site traffic patterns will accommodate emergency vehicles.

Mr. John Spoden, Director of Community Development, stated that the Fire Department does not object to the proposed building addition. He stated that the driveway path along the southside of the building would have to be a one-way but the Fire Department did not have an issue with that either.

Board Member Rankin asked how the existing bays will function. Mr. Benak stated that they will be converted into E.V. stalls retrofitted to hold the heavier vehicles and designed to be both service and charging stations.

Board Member Rankin asked if there will be a traffic movement conflict between the existing service bays the new services bays that are part of the proposed building addition. Mr. Benak described how the on-site traffic movement will be managed to avoid any traffic maneuvering conflicts.

Board Member Rankin asked if there is an opportunity to revise the site plan in order to comply with the corner side yard setback. Mr. Norton stated that they discussed the setback issue with the architect and he reported that the proposed building addition is the best configuration that they were able to design and still accommodate the three service bay lanes.

Board Member Pyter asked how the sign plan proposal compares to what was there in the past. Mr. Benak stated that the additional service sign would be different from what Pauly Honda had.

Board Member Pyter asked how the Zoning Code regulates delivery signs in a case like this. Mr. Norton stated that the delivery sign is on the south facade and is less than two (2) square feet in sign area. Mr. Norton stated that it is interpreted as a Directional Sign and is not considered an additional business wall sign because of its purpose and small size.

Board Member Pyter stated that it seems like there is a loss of parking due to the building addition. He stated that he is having difficulty understanding how a customer comes in from Golf Road and que up at the service lane entrance due to site configuration.

Mr. Benak described how the access, traffic patterns and queuing will work using directional signage. He stated that the new site plan design will address the current problem of traffic bottle necking taking place. He stated that customer vehicles will enter the service lanes from the east side of the building addition.

Chairman Wheeler stated that he is concerned about vehicles being unloaded in the middle of Milwaukee Avenue. He stated that these vehicles need to be unloaded on site and not from the middle of Milwaukee Avenue or from any street.

Mr. Benak stated that cars will be unloaded on site.

Chairman Wheeler stated that he is concerned that the architect for this project did not invest enough time at the site and made the assumption that it would not be a serious problem to ask for variations. He stated that it seems like it should be achievable to obtain the three service lanes in the building addition and meet the corner side yard setback. He stated that if the architect had done his homework he would have been able to design it so that it complies with setback requirement.

Chairman Wheeler stated that he is sympathetic about the corporate branding requirements for a car dealership. He stated that he cannot identify the hardship that would support the 120 square foot wall sign size when the requirement is 100 square feet. He stated that due to the small size of the second service sign he cannot understand the value of having it.

Chairman Wheeler asked the applicant how they would like to proceed with either a recommendation to the Village Board or a continuance. Mr. Benak stated that they did propose alternative sign packages to Honda corporate and there was no flexibility to change anything on their part. He stated that that they did present alternatives on the building design as it relates to the six foot encroachment into the corner side yard and Honda said no to that as well.

Chairman Wheeler asked the applicant how they would respond if the Village turns down the setback variation request. Mr. Norton stated that they would have to go back and review whether or not it would be worth it to construct a two bay/service lane addition but based upon previous internal discussions they believe that it would not be worth it to construct a two lane service addition.

Mr. Norton stated that the smaller express service sign is intended to be legible when the customer is in their car already on site near the service bay doors. He stated that the Honda logo, Honda letterset and the Libertyville letterset wall signs are intended to be branding not directional which is the reason for their size and locations.

Mr. Benak stated that Honda is not flexible regarding the size of the wall signs.

**(The Zoning Board of Appeals took a 10 minute recess.)**

Mr. Tim Reber, civil engineer for the applicant, stated that the grade differential between the existing finished floor and the propose finished floor in the building addition is substantial enough that landings had to be incorporated in order to create an accessible transition between the two floor elevations. He stated that this is what is causing the inability to reduce the encroachment of six feet into the corner side yard and still keep all three service lanes. He stated that the spacing is caused by the four foot grade differential.

Mr. Norton stated that the spacing needs within the three service lane addition serves both function and safety. He stated that the plan went through several iterations until optimum function and safety was achieved.

*In the matter of ZBA 23-12, Board Member Flores moved, seconded by Board Member Steffe, to recommend the Village Board of Trustees approve a variation to reduce the minimum required corner side yard setback from 120 feet to approximately 114 feet as measured from the center line of a Collector Street (Golf Road) to the principal structure in order to construct a building addition on property located in a C-5 Vehicle Dealer Commercial District, in accordance with the plans submitted.*

*Motion failed 1 - 6.*

*Ayes: Flores  
Nays: Wheeler, Oakley, Pyter, Rankin, Steffe, Zych  
Absent: None*

*In the matter of ZBA 23-12, Board Member Steffe moved, seconded by Board Member Rankin, to recommend the Village Board of Trustees deny a variation to reduce the minimum required corner side yard setback from 120 feet to approximately 114 feet as measured from the center line of a Collector Street (Golf Road) to the principal structure in order to construct a building addition on property located in a C-5 Vehicle Dealer Commercial District, in accordance with the plans submitted.*

*Motion carried 6 - 1.*

*Ayes: Wheeler, Oakley, Pyter, Rankin, Steffe, Zych  
Nays: Flores  
Absent: None*

*In the matter of ZBA 23-13.1), Board Member Oakley moved, seconded by Board Member Rankin, to recommend the Village Board of Trustees approve a variation to increase the maximum permitted number of business wall signs one (1) to two (2) for property located in a C-5 Vehicle Dealer Commercial District, in accordance with the plans submitted.*

*Motion carried 7 - 0.*

*Ayes: Wheeler, Flores, Oakley, Pyter, Rankin, Steffe, Zych  
Nays: None  
Absent: None*

*In the matter of ZBA 23-13.2), Board Member Steffe moved, seconded by Board Member Rankin, to recommend the Village Board of Trustees approve a variation to increase the maximum permitted size of an individual business wall sign from 100 square feet to approximately 128 square feet in order to allow the combined Honda logo with Honda letter set as a single business wall sign for property located in the C-5 Vehicle Dealer Commercial District, in accordance with the plans submitted.*

*Motion carried 6 - 1.*

*Ayes: Flores, Oakley, Pyter, Rankin, Steffe, Zych  
Nays: Wheeler  
Absent: None*

*In the matter of ZBA 23-13.3), Board Member Zych moved, seconded by Board Member Steffe, to recommend the Village Board of Trustees approve a variation to increase the maximum number of permitted accessory "Service" wall signs from one to two for property located in the C-5 Vehicle Dealer Commercial District, in accordance with the plans submitted.*

*Motion carried 7 - 0.*

*Ayes: Wheeler, Flores, Oakley, Pyter, Rankin, Steffe, Zych  
Nays: None  
Absent: None*



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** January 9, 2024

**Agenda Item:** Consideration of a Resolution Approving the Purchase of a Replacement Front Line Plow Truck with Snow and Ice Equipment from Lindco Equipment Sales of Merrillville, Indiana

**Staff Recommendation:** Approve Resolution

**Staff Contact:** Paul Kendzior, Director of Public Works

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**Background:** The Fiscal Year 2024/25 Capital Improvement Plan includes \$350,000 in the Fleet Services Vehicle Replacement Fund for the purchase of one replacement front line large plow truck. A combination of recent supply chain disruptions and a shortage of frame rails for vocational truck chassis has contributed to the severely diminished production of new vehicles. The reduced inventory of new vehicles has directly impacted the availability of fleet procurement through conventional Illinois government contract pricing.

The Village was able to procure a 2025 Peterbilt 567 PX9 single axle truck chassis outfitted with snow and ice equipment from Lindco Equipment Sales of Merrillville, Indiana through Sourcewell. Sourcewell is a government purchasing cooperative and the Village is a registered member. The vehicle has been scheduled for production and will be delivered to Lindco Equipment Sales. Lindco Equipment Sales provided a quote in the amount of \$323,779.16 (including the three options) for one fully outfitted vehicle.

Staff recommends adoption of the attached Resolution to approve the purchase of one 2025 Peterbilt 567 PX9 single axle truck chassis outfitted with Lindco snow and ice equipment from Lindco Equipment Sales of Merrillville, Indiana in the amount of \$323,779.16 and authorize execution of the purchase by the Village Administrator, subject to appropriation of the necessary funds in the Fiscal Year 2024/25 Annual Budget.

RESOLUTION NO. 24-R-

A RESOLUTION APPROVING THE PURCHASE OF ONE REPLACEMENT FRONT LINE  
LARGE PLOW TRUCK FROM LINDCO EQUIPMENT SALES OF MERRILLVILLE,  
INDIANA

**WHEREAS**, The proposed Fiscal Year 2024/25 Annual Budget is proposed to provide \$350,000 for the purchase of one front line large plow truck in the Fleet Services Vehicle Replacement Fund; and

**WHEREAS**, a combination of supply chain disruptions and a shortage of frame rails has diminished production of new vehicles and has directly impacted the conventional fleet procurement through State of Illinois government contract purchasing; and

**WHEREAS**, Lindco Equipment Sales of Merrillville, Indiana, submitted a quotation of \$323,779.16 for one 2025 Peterbilt PX9 single axle chassis trucks outfitted with snow and ice equipment from Lindco Equipment Sales through Sourcewell; and

**WHEREAS**, Sourcewell is a government purchasing cooperative and the Village is a registered member; and

**WHEREAS**, Village Staff recommends approval to purchase one 2025 Peterbilt PX9 single axle chassis truck from Lindco Equipment Sales through Sourcewell, subject to appropriation of the necessary funds in the proposed Fiscal Year 2024/25 Annual Budget.

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

SECTION 1: Recitals. The foregoing recitals are hereby incorporated and fully set forth as findings of the Village of Libertyville President and Board of Trustees.

SECTION 2: Approval of Purchase. The President and Board of Trustees hereby approve the purchase of one front line large plow truck in the amount of \$323,779.16 from Lindco Equipment Sales of Merrillville, Indiana, subject to the appropriation of the necessary funds in the Fiscal Year 2024/25 Annual Budget.

SECTION 3: Execution of Required Documentation. The Village Administrator is hereby authorized to execute, on behalf of the Village, all documents necessary to complete the purchase authorized pursuant to Section 2 of this Resolution.

SECTION 4: Effective Date. This Resolution will be in full force from and after its passage and approval in the manner provided by law.

PASSED

AYES:

NAYS:

ABSENT:

APPROVED

---

Donna Johnson, Village President

ATTEST:

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Margaret Clark, Village Clerk

# Quotation #1 - Truck Chassis



2168 East 88th Drive  
 Merrillville, IN 46410  
 USA  
 Voice: (219)795-1448  
 Fax: (219)736-0892



Viking-Cives #062222-VCM

## QUOTATION

Quote Number: 230969C-SWL  
 Quote Date: Jan 3, 2024  
 Page: 1

Quoted To:
Libertyville, Village of 600 North Avenue Libertyville, IL 60048 USA

TERMS & CONDITIONS OF QUOTE
> Quotes are only valid for 30 days from date of quote. > Quotes past 30 days must be requested. > 25% restocking fee on all cancelled and returned orders.

Customer ID	Good Thru	Payment Terms	Sales Rep
Libertyville-01	2/2/24	Net 30 Days	51622

Quantity	Item	Description
		SOURCEWELL CONTRACT: <hr/> CONTRACT HOLDER: Viking-Cives CONTRACT NUMBER: 062222-VCM CONTRACT MATURITY DATE: 08/15/2026 CONTRACT NUMBERS: NJ2500, SW-TK0554, SW-CH0600 <hr/> SOURCEWELL MEMBER: <hr/> MEMBER NUMBER: 41736 MEMBER: Village of Libertyville CONTACT: Steve Elliot PHONE: 847-918-2072 E-MAIL: selliot@libertyville.com <hr/> TERMS OF QUOTE: <hr/> ***Due to the supply chain issues the following applies.*** * All quotes are only valid for thirty (30) days from date of quote. <hr/> CHASSIS PAYMENT TERMS: <hr/> * Ordered chassis must be paid for within 30 days of delivery to Lindco. * In stock chassis must be paid for within 30 days of receiving your purchase order. * All chassis are subject to price increases up until time of delivery to Lindco.

Subtotal	Continued
Sales Tax	Continued
<b>TOTAL</b>	<b>Continued</b>



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Viking-Cives #062222-VCM

# QUOTATION

Quote Number: 230969C-SWL  
 Quote Date: Jan 3, 2024  
 Page: 2

Quoted To:
Libertyville, Village of 600 North Avenue Libertyville, IL 60048 USA

TERMS & CONDITIONS OF QUOTE
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Customer ID	Good Thru	Payment Terms	Sales Rep
Libertyville-01	2/2/24	Net 30 Days	51622

Quantity	Item	Description
		ESTIMATED DELIVERY TIME FRAME:  * Allow approximately 300-400 days for chassis to be in stock at Lindco after receiving your purchase order. ***Based on supply chain issues all of the above estimated time frames are subject to change.***
		SUMMARY OF QUOTE:  ***** SOURCEWELL TOTAL PRICE: *****
		<b>SOURCEWELL CHASSIS:</b>
1.00		2025 Peterbilt 567 PX9 Single Axle * 175" Wheelbase, 106.8" CA * PACCAR PX-9 370 Engine * Allison 3000 RDS-P Transmission * To be ordered from Reefer Peterbilt
700.00	SWF-C	SWF-C

Subtotal	150,696.16
Sales Tax	
<b>TOTAL</b>	<b>150,696.16</b>

# Quotation #2 - Truck Dump Body & Equipment



## QUOTATION

Quote Number: 2309691-SWL  
 Quote Date: Jan 3, 2024  
 Page: 1

2168 East 88th Drive  
 Merrillville, IN 46410  
 USA  
 Voice: (219)795-1448  
 Fax: (219)736-0892

Viking-Cives #062222-VCM

Quoted To:
Libertyville, Village of 600 North Avenue Libertyville, IL 60048 USA

TERMS & CONDITIONS OF QUOTE
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Customer ID	Good Thru	Payment Terms	Sales Rep
Libertyville-01	2/2/24	Net 30 Days	51622

Quantity	Item	Description
		<p><b>SOURCEWELL CONTRACT:</b></p> <hr/> CONTRACT HOLDER: Viking-Cives CONTRACT NUMBER: 062222-VCM CONTRACT MATURITY DATE: 08/15/2026 CONTRACT NUMBERS: NJ2500, SW-TK0554, SW-TK0510, SW-SP0345, SW-SP0105, SW-SP0135, SW-SP0410, SW-SP0310 <hr/> SOURCEWELL MEMBER: <hr/> MEMBER NUMBER: 41736 MEMBER: Village of Libertyville CONTACT: Steve Elliot PHONE: 847-918-2072 E-MAIL: selliot@libertyville.com <hr/> TERMS OF QUOTE: <hr/> ***Due to the supply chain issues the following applies.*** * All quotes are only valid for thirty (30) days from date of quote. <hr/> EQUIPMENT PAYMENT TERMS: <hr/> * Net 30 days payment after completion of chassis with all equipment. * Will be subject to all price increases up until time of completion.

Subtotal	Continued
Sales Tax	Continued
<b>TOTAL</b>	<b>Continued</b>

2168 East 88th Drive  
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# QUOTATION

Quote Number: 230969I-SWL  
 Quote Date: Jan 3, 2024  
 Page: 2

Viking-Cives #062222-VCM

Quoted To:
Libertyville, Village of 600 North Avenue Libertyville, IL 60048 USA

TERMS & CONDITIONS OF QUOTE
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Customer ID	Good Thru	Payment Terms	Sales Rep
Libertyville-01	2/2/24	Net 30 Days	51622

Quantity	Item	Description
1.00	PS-SLT316-84-120-58	<p>ESTIMATED DELIVERY TIME FRAME:</p> <p>* Allow 300 days for all equipment to be in stock at Lindco after receiving your purchase order.            * Allow approximately 120-180 days to complete units, once all equipment and chassis are in stock at Lindco.            ***Based on supply chain issues all of the above estimated time frames are subject to change.***</p> <p>SUMMARY OF QUOTE:</p> <p>*****</p> <p>SOURCEWELL TOTAL PRICE:</p> <p>*****</p> <p>Equipment per below items mounted and fully operational.            *****</p> <p>DUMP BODY:</p> <p>MAKE &amp; MODEL:            Viking dump body, 10' stainless steel dump body            PS-SLT316-84-120-58/28/38-CS90-6YD-P</p> <p>DIMENSIONS:            * 10' length            * 28" sides</p>

Subtotal	Continued
Sales Tax	Continued
<b>TOTAL</b>	<b>Continued</b>



# QUOTATION

Quote Number: 230969I-SWL  
 Quote Date: Jan 3, 2024  
 Page: 3

2168 East 88th Drive  
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Viking-Cives #062222-VCM

Quoted To:
Libertyville, Village of 600 North Avenue Libertyville, IL 60048 USA

TERMS & CONDITIONS OF QUOTE
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Customer ID	Good Thru	Payment Terms	Sales Rep
Libertyville-01	2/2/24	Net 30 Days	51622

Quantity	Item	Description
		* 38" tailgate * 60" high front * 96" wide O.D. * 84" wide I.D. * 10" rear corner post width MATERIAL: * 7 Gauge "201 2b" stainless steel sides * 7 Gauge "201 2b" stainless steel front wall * 7 Gauge "201 2b" stainless steel tailgate * 7 Gauge "201 2b" stainless steel long sills * 1/4" AR450 floor * Stainless rear corner posts and apron CONSTRUCTION: * Crossmemberless * Trapezoidal longmembers * 45° 12" bevel floor * Straight front and rear * (1) horizontal side bracing * 2-rung stainless steel retractable ladder installed driver side front CAB SHIELD: * 1/2 size (24") cab shield, 7 gauge 201SS, enclosed with 14 ovals, (6) front, (6) rear, (1) on each side TAILGATE: * Double acting * Air with grease, stainless release style, cylinder installed * 3/4" thick hinge plate

Subtotal	Continued
Sales Tax	Continued
<b>TOTAL</b>	<b>Continued</b>



# QUOTATION

Quote Number: 230969I-SWL  
 Quote Date: Jan 3, 2024  
 Page: 4

2168 East 88th Drive  
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Viking-Cives #062222-VCM

Quoted To:
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TERMS & CONDITIONS OF QUOTE
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Customer ID	Good Thru	Payment Terms	Sales Rep
Libertyville-01	2/2/24	Net 30 Days	51622

Quantity	Item	Description
1.00	41301480	* (1) horizontal bracing REAR CORNER POST LIGHT CUT OUTS: * (3) ovals in each rear corner post * (1) oval on side of each rear corner post HOIST: * CS90-4.5-3 DA Mailhot Cylinder * Mailhot lower trunnion * Mailhot hoist mounting kit Viking VCM Block Hinge Assembly
2.00	50203002	Viking Proline body prop pin holder weldment
		OTHER ITEMS: * LED light kit with harness Lindco to install yellow reflective tape down both sides and back of cab shield Lindco to install oak side boards
2.00	SH675SS	Buyers Stainless Steel Shovel Holder * (1) installed on each side
		MUD FLAPS
2.00	405SS	Buyers Stainless Steel Anti Sail Brackets (Pair)
2.00	MD2436	DuraGuard 3/8" HD 24" x 36" Guard Mud Flap - Black - with Lindco Equipment Sales, Inc. Logo & Merrillville, IN molded blue/white into flap (price per pair) * Installed in front and back of rear tires
		LIGHTING AND ELECTRICAL:

Subtotal	Continued
Sales Tax	Continued
<b>TOTAL</b>	<b>Continued</b>



# QUOTATION

Quote Number: 230969I-SWL  
 Quote Date: Jan 3, 2024  
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2168 East 88th Drive  
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Viking-Cives #062222-VCM

Quoted To:
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TERMS & CONDITIONS OF QUOTE
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Customer ID	Good Thru	Payment Terms	Sales Rep
Libertyville-01	2/2/24	Net 30 Days	51622

Quantity	Item	Description
1.00	510	BACK UP ALARM: Ecco back-up alarm, 97 dB, 12 VDC. * Install on back of rear hinge assembly
1.00	B95W	BODY UP LIGHT KIT: Buyers Dump Body Up Indicator
1.00	0800850	Imperial LED indicator light - red * Body up switch with light in dash
2.00	PH-310	JUNCTION BOXES: Phoenix 10-Pole Junction Box * Mounted in valve enclosure if possible
6.00	SL66AC	CAB SHIELD LIGHTING: Buyers 6" Amber/Clear Oval, 24 LEDs, Grommet Mount * Installed in front of cab shield
2.00	SL66AC	Buyers 6" Amber/Clear Oval, 24 LEDs, Grommet Mount * Installed on each side of cab shield
6.00	SL66AC	Buyers 6" Amber/Clear Oval, 24 LEDs, Grommet Mount * Installed in rear of cab shield * FRONT & REAR Cab shield lights to be operated by separate switches.
2.00	SL66AC	REAR CORNER POST LIGHTING: Buyers 6" Amber/Clear Oval, 24 LEDs, Grommet Mount * Installed in top ovals of rear corner post on each side
2.00	5626432	Buyers 6" oval LED STT/Backup/and Strobe combination light (32 LED) * Installed in middle ovals on rear corner post on each side
2.00	SL66AC	Buyers 6" Amber/Clear Oval, 24 LEDs, Grommet Mount * Installed in bottom ovals on rear corner post on each side
2.00	SL66AC	Buyers 6" Amber/Clear Oval, 24 LEDs, Grommet Mount

Subtotal	Continued
Sales Tax	Continued
<b>TOTAL</b>	<b>Continued</b>



# QUOTATION

Quote Number: 230969I-SWL  
 Quote Date: Jan 3, 2024  
 Page: 6

2168 East 88th Drive  
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Viking-Cives #062222-VCM

Quoted To:
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TERMS & CONDITIONS OF QUOTE
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Customer ID	Good Thru	Payment Terms	Sales Rep
Libertyville-01	2/2/24	Net 30 Days	51622

Quantity	Item	Description
		* Installed on side of each rear corner post
1.00	0552243	PLOW LIGHTS: J.W. Speaker LED Plow Lights; built-in amber turn signal and lens heater. (Pair)
1.00	PLB12SS	Buyers stainless steel plow light brackets, extended for 2 post mount lights * Hood mounted * Wired to plow light switch in cab * All weld burns on plow light brackets must be cleaned prior to installing on hood
1.00	175-S0-080-2	MASTER CIRCUIT BREAKER: Chief 80 amp high amp circuit breaker. * Mounted in valve enclosure * Recessed into pintle hitch and hooked up to chassis brake controller
1.00	320178	AIR TAILGATE CONTROL: Velvac 4 way valve solenoid for air tailgate.
		PINTLE HITCH:
1.00		Lindco 5/8" pintle plate
2.00	B46	Buyers 3/4" drop forged D-ring w/weld bracket 4-1/2" x 4-1/2" O.D.
1.00	BH82000	Buyers 2" Ball Combo Pintle Hitch * Recess chassis light into pintle hitch
1.00	5621720	Buyers S/S ID Light Bar w/ 9 LEDs
1.00	LPC-B-WW2	LED License Plate Light, Warm White
1.00	593083	Velvac 7-Way Pin Type Socket
		HYDRAULICS:

Subtotal	Continued
Sales Tax	Continued
<b>TOTAL</b>	<b>Continued</b>



# QUOTATION

Quote Number: 230969I-SWL  
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Customer ID	Good Thru	Payment Terms	Sales Rep
Libertyville-01	2/2/24	Net 30 Days	51622

Quantity	Item	Description
		<b>PTO &amp; PUMP:</b>
1.00	1075942	Force America wet spline PTO, 12V electric hydraulic.
1.00	1063355	Force America Load Sense direct mounted pump, CFG-999182, TXV92-R-KIT-CFG
1.00	1180811	Force America 6000 psi filter - 25 micron microglass, 435 psi Delts J)-single end open - nitrile seals, dual #16 or 1-1/2" SF ports, 102 psi bypass valve
		<b>RESERVOIR &amp; VALVES:</b>
1.00	1097338	Force America VT35G2-B-SS- stainless, 30 gallon reservoir/valve combo tank with slosh shield
1.00	1039496	Force America Temp/level Sensor 158 Degree F 30 Gal With Slosh Shield Vt-35
1.00	1084357	Force America Full Port 2" NPT Brass Ball Valve 600 PSI
1.00	1090692	Force America Valve Assembly; D/A hoist, D/A plow raise with power float, D/A plow angle, D/A wing toe & heel, prewet, auger, spinner
1.00	1095633	Force America crossover relief w/pressure release.
40.00	Hydraulic Oil	Hydraulic Oil
		<b>CONTROLS:</b>
1.00	1022417-LIBERTYVILLE	Force America 6100 GEN5 includes auger and prewet feedback, ARC wireless sensor, and camera kits * (1) Camera for rear view * (1) Camera for Wing
		<b>STAINLESS STEEL TUBES FOR HOIST:</b>
2.00	8-049 304W/FJX-108"	Mid-State 1/2"x9' 304 S/S Line with fittings
6.00	A2-12.7-A	PCI HD Series Clamps for 1/2" tubing
		<b>STAINLESS STEEL TUBES FOR PLOW:</b>
4.00	8-049 304W/FJX-72"	Mid-State 1/2"x6' 304 S/S Line with fittings
12.00	A2-12.7-A	PCI HD Series Clamps for 1/2" tubing
		<b>QUICK COUPLERS FOR PLOW:</b>

Subtotal	Continued
Sales Tax	Continued
<b>TOTAL</b>	<b>Continued</b>



# QUOTATION

Quote Number: 230969I-SWL  
 Quote Date: Jan 3, 2024  
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Customer ID	Good Thru	Payment Terms	Sales Rep
Libertyville-01	2/2/24	Net 30 Days	51622

Quantity	Item	Description
4.00	H4F4	PCI 1/2" male nipple (HNV-12-M)
4.00	4HF4	PCI 1/2" female coupler (HNV-12-F)
8.00	4HDP-H4DC	Dixon 1/2" Dust Cap/Plug
		STAINLESS STEEL TUBES FOR TAILGATE SPREADER:
2.00	8-049 304W/FJX-72"	Mid-State 1/2"x6' 304 S/S Line with fittings
4.00	A2-12.7-A	PCI HD Series Clamps for 1/2" tubing
1.00	12-065 304W/FJX-108"	Mid-State 3/4"x9' 304 S/S Line with fittings
2.00	A3-19-A	PCI HD Series Clamps for 3/4" tubing
		QUICK COUPLERS FOR SPREADER:
4.00	H4F4	PCI 1/2" male nipple (HNV-12-M)
4.00	4HF4	PCI 1/2" female coupler (HNV-12-F)
8.00	4HDP-H4DC	Dixon 1/2" Dust Cap/Plug
		QUICK COUPLERS FOR WING:
4.00	H4F4	PCI 1/2" male nipple (HNV-12-M)
4.00	4HF4	PCI 1/2" female coupler (HNV-12-F)
8.00	4HDP-H4DC	Dixon 1/2" Dust Cap/Plug
		HOSES, ADAPTORS, FITTINGS:
1.00		Hydraulic adaptors and fittings
1.00		Hydraulic hoses
		CAMERA WASH SYSTEM:
1.00	MSF8470037000-LR-A	Camera Wash (1) nozzle for single camera. Does not include tubing kit. Less reservoir
1.00	MSF5010A	Camera Wash 30' tubing kit complete with air and washer (Rev. A 051517)
2.00	MSF8470038000A	Camera Wash nozzle kit
2.00	MSF5000	Stainless Steel Camera Box with "U" Pivot Bracket (Rev. J, 091317).

Subtotal	Continued
Sales Tax	Continued
<b>TOTAL</b>	<b>Continued</b>



# QUOTATION

Quote Number: 230969I-SWL  
 Quote Date: Jan 3, 2024  
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TERMS & CONDITIONS OF QUOTE
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Customer ID	Good Thru	Payment Terms	Sales Rep
Libertyville-01	2/2/24	Net 30 Days	51622

Quantity	Item	Description
		BEHIND THE CAB PRE-WET:
1.00	LISC SG06080031	Certified Power 120 gallon behind cab prewet tank.
1.00	LISC SG06070056-3	Certified Power prewet, valve instack w/flow meter with stainless bracket
1.00	LISC SG06090028	Certified Power prewet plumbing kit, behind cab, 1 line, 2 nozzles
1.00	ELCA SG07070121	Certified Power stainless float with BH Corded Plug
1.00	00002 332 195	Swenson V-box flush kit w/stainless steel bracket.
		SPREADER:
1.00	92421SSA-LIBERTYVILL	Buyers Under Tailgate Spreader, tall sides, 304 stainless steel, sensed motor
		PLOW HITCH:
1.00	6237120	Wausau truck side flat plate hitch: w/ quick latch mechanism, accepts all parallel lift plows and adapter hitches (SQH) * Thrust arm style truck attach kit * Re-using existing chassis bumper
		PLOW:
1.00	43R11JP,SSTE	Viking 43"H X 11'L reversible snow plow. MOLDBOARD: * 6273209 Homesafe Snow Plow * 11' long, 43" poly inverted "J" style moldboard

Subtotal	Continued
Sales Tax	Continued
<b>TOTAL</b>	<b>Continued</b>



# QUOTATION

Quote Number: 230969I-SWL  
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Customer ID	Good Thru	Payment Terms	Sales Rep
Libertyville-01	2/2/24	Net 30 Days	51622

Quantity	Item	Description
		* Top angle: 3" x 2-1/2" x 1/2" * Ribs: (10) 1/2" with two horizontal supports for added rigidity * (4) moldboard connection points with bushings TRIP EDGE: * 549-0028 Square spring trip-edge with single shaft. PUSH FRAME: * 6381124 Heavy-duty, tubular steel push frame * 5" x 2" top tube, 6" x 4" lower tube * Welded bosses at all critical connection points ARMS: * 6382030 Parallel lift system dual-a lift arms with mechanical float that allows for mechanical means of float between plow and truck portion flat plate hitch * Mechanical float system allows the plow to follow the profile of the road with 22.5" of travel over obstacles without an hydraulic float system * Mechanical float system can quickly react to changes in elevation with less resistance than a hydraulic float system * Mechanical float system requires (2) double-acting hydraulic circuits like a conventional plow set up. PLOW SIDE HITCH: * 6382040 Parallel lift system swivel has a poly wear sheet between oscillation surfaces to reduce friction and also includes bushings at all connections to increase strength and prevent over-tightening * 6382208 Plow side flat plate hitch: accepts all parallel lift truck side flat plate hitches CYLINDERS: * 6382104 Parallel lift system cylinders include the following: * (2) matching 4" x 15-1/8" x 2" hydraulic reversing cylinders with a cushion valve

Subtotal	Continued
Sales Tax	Continued
<b>TOTAL</b>	<b>Continued</b>



# QUOTATION

Quote Number: 230969I-SWL  
 Quote Date: Jan 3, 2024  
 Page: 11

2168 East 88th Drive  
 Merrillville, IN 46410  
 USA  
 Voice: (219)795-1448  
 Fax: (219)736-0892

Viking-Cives #062222-VCM

Quoted To:
Libertyville, Village of 600 North Avenue Libertyville, IL 60048 USA

TERMS & CONDITIONS OF QUOTE
> Quotes are only valid for 30 days from date of quote. > Quotes past 30 days must be requested. > 25% restocking fee on all cancelled and returned orders.

Customer ID	Good Thru	Payment Terms	Sales Rep
Libertyville-01	2/2/24	Net 30 Days	51622

Quantity	Item	Description
270.00	Misc.	* (1) 4" x 13-1/8" x 2" hydraulic lift cylinder with adjustable down pressure relief * An on board accumulator that allows for the collection of oil while raising, lowering, and floating of the plow during operation * Accumulator can be used with or without a hydraulic load compensating system such as power float/ plow balance system RUNNING GEAR: * 6089022 Bolt on parking stands CUTTING EDGE: * 6211028 1/2" x 8" SAE 1084 high carbon steel cutting edge PAINT: * Moldboard unpainted blue poly, all else satin black Deflector hardware "Lindco" Snow Deflector 12" S.A.M. 36" blade guides
1.00	3712144	
1.00	1308110	
1.00	PPW,MID MOUNT,8'	WING PLOW:  Viking 8' Mid Mount Postless Patrol Wing MOLDBOARD: * 6249370 8' long moldboard * Leading end height 29" and discharge end height 36" * Smooth rolled 3/16" hi-tensile 50,000psi steel plate non-trip * (1) one position pivot bushing on leading end and (8) eight position push-beam adjustment on back-side of discharge end FRONT POST: * 6249453 Postless Patrol Wing Mid-Mount design with 12.65" of float.

Subtotal	Continued
Sales Tax	Continued
<b>TOTAL</b>	<b>Continued</b>

2168 East 88th Drive  
 Merrillville, IN 46410  
 USA  
 Voice: (219)795-1448  
 Fax: (219)736-0892



# QUOTATION

Quote Number: 230969I-SWL  
 Quote Date: Jan 3, 2024  
 Page: 12

Viking-Cives #062222-VCM

<b>Quoted To:</b>
Libertyville, Village of 600 North Avenue Libertyville, IL 60048 USA

<b>TERMS &amp; CONDITIONS OF QUOTE</b>
> Quotes are only valid for 30 days from date of quote. > Quotes past 30 days must be requested. > 25% restocking fee on all cancelled and returned orders.

Customer ID	Good Thru	Payment Terms	Sales Rep
Libertyville-01	2/2/24	Net 30 Days	51622

Quantity	Item	Description
		* 23" x 12" heavy-duty parallel arm structure with 3" x 10" x 2" double-acting lift cylinder. * Parallel arm structure will not bind up like traditional slide posts so it requires less maintenance and will last longer * True float, non-trailing link design reduces wing chatter and increases effectiveness to cut through packed snow and ice <b>FRONT ATTACH:</b> * 6249055 Front post mounting items include: (2) two 12" wide mounting plates, attaching angles to hold the cross-tube to the mounting plates & a pipe brace asy <b>REAR ATTACH:</b> * 6249713 Standard cross tube & cheek plate rear attach structure. Rear attach will include a fully adjustable wing stop with rubber cushion & safety lock chain <b>TRIP HINGE:</b> * 6249502 Non-trip wing moldboard / post hinge assembly that includes a pull pin so the wing moldboard can be removed from the wing post <b>PUSHBEAM:</b> * 6249150 Single, non-hydraulic, spring cushioned push-beam with manual adjustment for swatch control * This push-beam is ideal for posts mounted behind cab and rear attach in front of the axle or post mounted in front of axle and rear attach behind the axle <b>CUTTING EDGE:</b> * 6211400 1/2" x 6" SAE 1084 high carbon steel cutting edge <b>PAINT:</b> * 7182031 Omaha Orange <hr/> <b>PAINTING AND UNDERCOATING:</b>

Subtotal	Continued
Sales Tax	Continued
<b>TOTAL</b>	<b>Continued</b>



# QUOTATION

Quote Number: 230969I-SWL  
 Quote Date: Jan 3, 2024  
 Page: 13

2168 East 88th Drive  
 Merrillville, IN 46410  
 USA  
 Voice: (219)795-1448  
 Fax: (219)736-0892

Viking-Cives #062222-VCM

Quoted To:
Libertyville, Village of 600 North Avenue Libertyville, IL 60048 USA

TERMS & CONDITIONS OF QUOTE
> Quotes are only valid for 30 days from date of quote. > Quotes past 30 days must be requested. > 25% restocking fee on all cancelled and returned orders.

Customer ID	Good Thru	Payment Terms	Sales Rep
Libertyville-01	2/2/24	Net 30 Days	51622

Quantity	Item	Description
1.00	PAINT PLOW HITCH	Paint Plow Hitch, Including lift arm, side plates, bumper and lift cylinder black
1.00	PAINT HOIST & SUBFRA	Prime Where needed and Paint Hoist & Subframe to black
1.00	PAINT PINTLE HITCH	Paint Pintle Hitch
1.00	PAINT-MISCEL	Paint Miscel
1.00	PAINT WING BRACKETS	Sandblast & Paint Wing Brackets
1.00	Under Coat	Under coat dump body 8-10' body
1.00	PAINT SIDE BOARDS	Paint Wood Side Boards RED
MISCELLANEOUS, FREIGHT, INSTALLATION:		
3,354.00	Misc.	Miscellaneous Material - includes any or all of the following: wiring, electrical connectors, tie downs, clamps, nut, bolts, washers, steel, oil, grease, etc.
1,709.51	SWF-E	SWF-E
4,391.00	FREIGHT	FREIGHT
248.00	INSTALLATION	Lindco-Cives Installation Labor Hours
<b>OPTION:</b>		
* To install (2) spreader lights, (1) on each side of body, ADD: \$524.00		
* To install Wing Work Light, ADD: \$505.00		
* To install strobe light on wing moldboard, ADD: \$1,109.00		

Subtotal	170,945.00
Sales Tax	
<b>TOTAL</b>	<b>170,945.00</b>

1000  
1000  
1000

1000  
1000



**VILLAGE BOARD AGENDA SUPPLEMENT**

**Meeting Date:** January 9, 2024

**Agenda Item:** Consideration of a Resolution to Award a Construction Contract to Berger Contractors, Inc. for the Cass Avenue Lift Station Replacement Project

**Staff Recommendation:** Approve Resolution

**Staff Contact:** Paul Kendzior, P.E., C.F.M., Director of Public Works

**Background:** The Village operates an existing sanitary lift station that is located in an easement at the southeast corner of Peterson Road and Cass Avenue. The station was constructed in 1988-89 (35-years old) and is approaching the end of its useful service life. Staff desires to replace the two existing submersible pumps as a new packaged lift station with a larger wet-well where the pumps are situated in order to provide additional capacity for more efficient pump run-times and install modernized electrical controls with SCADA.

Staff retained HMG Engineers, Inc. to complete the final engineering, coordinate the competitive contractor bidding and provide construction management services for the replacement of the lift station. The project was advertised for competitive contractor bids and two responses were received at the Bid Opening held on December 15, 2023. The bids received are summarized in the table below:

<b>Contractor Name</b>	<b>Bid Amount</b>
Berger Contractors, Inc.	\$886,000
Martam Construction, Inc.	\$1,873,270

The lowest responsive bidder was Berger Contractors, Inc. with a bid in the amount of \$886,000. This bid amount is below the Engineer’s Estimate of \$1,381,000. Berger Contractors, Inc. has successfully completed past utility improvement projects with the Village. A bid award recommendation letter from HMG Engineers, Inc. is also attached. The Capital Improvement Plan (CIP) includes this project in the Utility Capital Improvement Fund (Acct. #20-2024-6-777) for the replacement of the lift station.

Staff recommends approval of the attached resolution to award the construction contract to Berger Contractors, Inc. in the amount of \$886,000 to complete the replacement of Cass Avenue lift station project and authorize execution by the Village Administrator, subject to the appropriation of funds in the FY 2024/25 Annual Budget.

- Attachments:
1. Resolution
  2. Bid Summary
  3. CIP Project Sheet
  4. Service Area Map

RESOLUTION NO. 24-R-

A RESOLUTION TO AWARD A CONSTRUCTION CONTRACT TO BERGER CONTRACTORS, INC. FOR THE CASS AVENUE LIFT STATION REPLACEMENT PROJECT

**WHEREAS**, The Cass Avenue sanitary lift station is now 35-years old and has reached the end of useful service life; and

**WHEREAS**, the Village of Libertyville's Draft FY 2024/25 Annual Budget provides sufficient funding in the Water & Sewer Capital Improvements Fund (Account# 20-2024-6-777) for the replacement of the lift station; and

**WHEREAS**, the project will include a new package lift station with modernized electrical controls and SCADA; and

**WHEREAS**, the Village of Libertyville retained HMG Engineers, Inc. to prepare plans and specifications and bid the project; and

**WHEREAS**, the Village opened competitive contractor bids on December 15, 2023 and Berger Contractors, Inc. was determined to be the lowest responsive competitive bidder in the amount of \$886,000 for the proposed work.

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

SECTION 1: The foregoing recitals are hereby incorporated and fully set forth as findings of the Village of Libertyville President and Board of Trustees.

SECTION 2: The Village of Libertyville Board of Trustees approves the Cass Avenue Lift Station Replacement project contract with Berger Contractors, Inc. in the amount of \$886,000, subject the appropriation of funds in the FY 2024/25 Annual Budget.

SECTION 3: The Village of Libertyville Board of Trustees authorizes the Village Administrator to execute the contract with Berger Contractors, Inc. for the Cass Avenue Lift Station Replacement project.

SECTION 4: This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2024.

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2024.

---

Donna Johnson, Village President

ATTEST:

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Margaret Clark, Village Clerk



**TABULATION OF BIDS**

**Project:** Village of Libertyville - Cass Avenue Lift Station Replacement  
**HMG No.:** 8509  
**Bid Date:** 12/15/2023, 10:00 A.M.

Engineer's Opinion of Cost	Attended by (Village Representatives)
<b>\$1,381,000.00</b>	Paul Kendzior - Village of Libertyville Brian Kuebker - Village of Libertyville Laura Ditanto - Village of Libertyville Steven Zamaiteis - HMG Engineers

Bidder's Name	<b>Berger Contractors, Inc.</b>	<b>Martam Construction, Inc.</b>
Bidder's Address	1205 Garland Road	1200 Gasket Drive
City, State, Zip	Wauconda, IL 60084	Elgin, IL 60120
Proposal Guarantee	10%	10%
Terms	No	Yes - Cost to Owner for overhead power line considerations

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	<b>Demolition / Bypass Pumping:</b> including all labor, equipment and materials but not limited to; removal of the existing pump station and valve vault, existing control panel, existing fence, concrete equipment pad and installation and operation of the bypass pumping system for the construction of the new facilities.	LS	1	\$ 200,000.00	\$ 200,000.00	\$ 957,600.00	\$ 957,600.00
2	<b>Pump Station:</b> including all labor, equipment and materials but not limited to; excavation, shoring, dewatering, aggregate base/fill, precast concrete package lift station, hatches, vent, pumps, pump rails and base elbows, piping, fittings, valves, painting, radar sensor, floats, piping connections and startup for a complete and operational system.	LS	1	\$ 494,000.00	\$ 494,000.00	\$ 611,050.00	\$ 611,050.00
3	<b>Site Work, Yard Piping, Site Utilities:</b> including all labor, equipment and materials but not limited to; soil erosion and control measures, grading, aggregate fill, fencing, gates, site piping (force main and gravity sewers), pipe fittings, manholes, valves, valve vaults, trenching and backfill, shoring, dewatering, protection of existing generator and equipment and site restoration with topsoil, seed and blanket.	LS	1	\$ 65,000.00	\$ 65,000.00	\$ 187,500.00	\$ 187,500.00
4	<b>Driveway:</b> including all labor, equipment and materials but not limited to; removal of existing driveway and pavement, excavation, grading, subbase, aggregate fill, aggregate shoulder, HMA pavement and site restoration.	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 8,000.00	\$ 8,000.00
5	<b>Electrical:</b> including all labor, equipment and materials but not limited to; conduit, wiring, hardware, panels, control panels, junction boxes, yard light, and connections to the electrical service, ATS, generator and pump station for a complete and operational system.	LS	1	\$ 64,000.00	\$ 64,000.00	\$ 72,900.00	\$ 72,900.00
6	<b>SCADA:</b> including all labor, equipment and materials but not limited to; panels, hardware, wiring, software, and programming for a complete and operational system.	LS	1	\$ 22,000.00	\$ 22,000.00	\$ 23,220.00	\$ 23,220.00
7	<b>Landscaping:</b> including all labor, equipment and materials but not limited to; the planting, fertilizing, and watering of the new arborvitae plantings as per the plans.	LS	1	\$ 18,500.00	\$ 18,500.00	\$ 12,000.00	\$ 12,000.00
8	<b>IDOT Right of Way Permit and Bond (\$25,000 Bond):</b> including all labor, equipment and materials necessary to secure and adhere to the requirements of the IDOT Right of Way Permit and Bond for the work within the IDOT ROW.	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00
<b>Total Bid:</b>				<b>\$</b>	<b>886,000.00</b>	<b>\$</b>	<b>1,873,270.00</b>



December 20, 2023

Mr. Paul Kendzior, P.E.  
Director of Public Works  
Village of Libertyville  
200 East Cook Street  
Libertyville, IL 60048

**Re: Bid Review and Recommendation  
Cass Ave. Lift Station Replacement Project  
Project No. 8509**

Dear Mr. Kendzior:

Two (2) bids were received and opened at the Libertyville Public Works office for the Cass Ave. Lift Station Replacement project on Friday, December 15<sup>th</sup> at 10:00 am. A summary of the bids received for this project are provided below and the bid tabulation / checklist is attached.

**Cass Ave. Lift Station Replacement - Bid Results**

Bidding Contractor	Bid Amount
<b>Berger Constructors, Inc.</b> 1205 Garland Road, Wauconda, IL 60084	\$886,000.00
<b>Martam Construction, Inc.</b> 1200 Gasket Drive, Elgin, IL 60120	\$1,873,270.00

We have reviewed the bids and based on our review, we provide the following comments and recommendations for Village’s consideration:

- Both bids were found to be responsive in that the bidders submitted the required bid security and executed all forms.
- The low bid was submitted by Berger Constructors, Inc. in the amount of \$886,000.00 which is approximately 36% lower than the engineer’s estimate of \$1,381,000.00 and approximately 53% lower than the second bid of \$1,873,270.00 submitted by Martam Construction, Inc.
- HMG has worked with Berger on several similar projects with great success. Berger has the staff and resources to perform the work associated with this project. Berger personnel also performed a site visit during the bidding phase to review and understand the site conditions and requirements for the project.

Paul Kendzior, P.E.  
Director of Public Works  
Village of Libertyville

Re: Cass Ave. Lift Station Replacement  
HMG Project No. 8509  
December 20, 2023  
Page 2

**Therefore, we find Berger Constructors, Inc. to be the low, responsive, responsible bidder and recommend the award of the Cass Ave. Lift Station Replacement Project to Berger Constructors, Inc. in the amount of \$886,000.00.**

If you have any questions or need additional information, please do not hesitate to contact me at our Mundelein office.

Sincerely yours,  
**HMG ENGINEERS, INC.**

A handwritten signature in black ink, appearing to read "S. Zamaites", written over a horizontal line.

Steven E. Zamaites, P.E.  
Vice President

Attachment

cc: Brian Kuebker - Village of Libertyville  
Project File



**TABULATION OF BIDS**

**Project:** Village of Libertyville - Cass Avenue Lift Station Replacement  
**HMG No.:** 8509  
**Bid Date:** 12/15/2023, 10:00 A.M.

Engineer's Opinion of Cost	Attended by (Village Representatives)
<b>\$1,381,000.00</b>	Paul Kendzior - Village of Libertyville Brian Kuebker - Village of Libertyville Laura Ditanto - Village of Libertyville Steven Zamaiteis - HMG Engineers

Bidder's Name	<b>Berger Contractors, Inc.</b>	<b>Martam Construction, Inc.</b>
Bidder's Address	1205 Garland Road	1200 Gasket Drive
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Proposal Guarantee	10%	10%
Terms	No	Yes - Cost to Owner for overhead power line considerations

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3	<b>Site Work, Yard Piping, Site Utilities:</b> including all labor, equipment and materials but not limited to; soil erosion and control measures, grading, aggregate fill, fencing, gates, site piping (force main and gravity sewers), pipe fittings, manholes, valves, valve vaults, trenching and backfill, shoring, dewatering, protection of existing generator and equipment and site restoration with topsoil, seed and blanket.	LS	1	\$ 65,000.00	\$ 65,000.00	\$ 187,500.00	\$ 187,500.00
4	<b>Driveway:</b> including all labor, equipment and materials but not limited to; removal of existing driveway and pavement, excavation, grading, subbase, aggregate fill, aggregate shoulder, HMA pavement and site restoration.	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 8,000.00	\$ 8,000.00
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8	<b>IDOT Right of Way Permit and Bond (\$25,000 Bond):</b> including all labor, equipment and materials necessary to secure and adhere to the requirements of the IDOT Right of Way Permit and Bond for the work within the IDOT ROW.	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00
<b>Total Bid:</b>				<b>\$</b>	<b>886,000.00</b>	<b>\$</b>	<b>1,873,270.00</b>

# Capital Plan

Data in Year 2024

## Village of Libertyville, Illinois

Project # PW-SS-008  
 Project Name Cass Avenue Lift Station Replacement

Type Improvement Department Public Works Department  
 Useful Life 40 years Contact Public Works Director  
 Category Sanitary Sewer Priority 1 Critical  
 Project Scope New Project



**Description** Total Project Cost: \$1,000,000  
 Replacement of the existing Cass Avenue Lift Station and installation of a new diversion sewer.

**Justification**  
 The existing Cass Avenue Lift Station and supporting diversion sewer are in need of replacement due to age and condition in order to maintain proper functionality. The project will include the replacement of this Station, as well as the installation of a new diversion sanitary sewer through the Lake County campus. This diversion sewer is intended to alleviate capacity issues that have been experienced within the sanitary sewer systems along Milwaukee Avenue and subdivisions east of Milwaukee Ave.

Expenditures	2024	2025	2026	2027	2028	Total
Planning/Design/Engineering	150,000					150,000
Construction/Maintenance		850,000				850,000
<b>Total</b>	<b>150,000</b>	<b>850,000</b>				<b>1,000,000</b>

Funding Sources	2024	2025	2026	2027	2028	Total
Utility Fund	150,000	850,000				1,000,000
<b>Total</b>	<b>150,000</b>	<b>850,000</b>				<b>1,000,000</b>

**Budget Impact/Other**  
 Staff anticipates an increase of \$1,000/year in maintenance.

Budget Items	2024	2025	2026	2027	2028	Total
Maintenance			1,000	1,000	1,000	3,000
<b>Total</b>			<b>1,000</b>	<b>1,000</b>	<b>1,000</b>	<b>3,000</b>



**Legend**

- Sanitary Utilities
- Sanitary Manhole 
- Sanitary Main  Active
- Sanitary Force Main  Active



Print Date: 12/18/2023

Notes

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



**VILLAGE BOARD AGENDA SUPPLEMENT**

**Meeting Date:** January 9, 2024

**Agenda Item:** Consideration of a Resolution to Award the Contract to Tallgrass Restoration, LLC for the Annual Shoreline Plant Maintenance Program

**Staff Recommendation:** Approve Resolution

**Staff Contact:** Paul Kendzior, P.E., C.F.M., Director of Public Works

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**Background:** The Village annually contracts out the shoreline plant maintenance at Butler Lake Park, Paradise Park and Riverside Park. The work includes herbaceous weed control, native seed installation, cattail treatments and prescribed burns. The contract also now includes the above-mentioned services at the Charles Brown Reservoir along with annual monitoring reports pertaining to the IEPA 319 Grant Agreement with Lake County Stormwater Management Commission for the restoration of the reservoir.

Public Works staff solicited competitive contractor bids containing three years of pricing and opened sealed bids on December 15, 2023. The bid received from Native Restoration Services bid was determined to be incomplete because it did not include pricing for the Charles Brown Reservoir and several of the alternates. Therefore, Tallgrass Restoration, LLC was determined to be the lowest responsive bidder. The bid summary is below, and the bid tabulation is attached for further detail.

<b>Contractor</b>	<b>Total Bid - Year 1</b>
Native Restoration Services	\$21, 999 - incomplete
Tallgrass Restoration, LLC	\$51,400
Davey Resource Group	\$110,895

Public Works staff recommends a contract for the first of three possible additional years with Tallgrass Restoration, LLC in the amount of \$51,400. Tallgrass Restoration, LLC has successfully completed previous shoreline plant maintenance programs for the Village. The proposed work will occur in Fiscal Year (FY) 2024/25 with sufficient funds being proposed in the Annual Budget for these expenditures. The contract is also renewable for an additional two years, if mutually agreed upon by both parties.

Staff recommends approval of the attached resolution to award the contract to Tallgrass Restoration, LLC in the amount of \$51,400 for the Annual Shoreline Plant Maintenance Program and authorize execution of the contract by the Village Administrator, subject to the appropriation of the necessary funds in the FY 2024/25 Annual Budget.

- Attachments:
1. Resolution
  2. Bid Summary
  3. Bid Proposal

RESOLUTION NO. 24-R-

A RESOLUTION TO AWARD THE CONTRACT TO TALLGRASS RESTORATION, LLC  
FOR THE ANNUAL SHORELINE PLANT MAINTENANCE PROGRAM

**WHEREAS,** The Village of Libertyville opened sealed bids on December 15, 2023 for the Annual Shoreline Plant Maintenance Program and Tallgrass Restoration, LLC was determined to be the lowest responsive bidder; and

**WHEREAS,** Village Staff recommends approval of awarding the contract to Tallgrass Restoration, LLC for the Year 1 services in the amount of \$51,400.00; and

**WHEREAS,** Tallgrass Restoration, LLC has successfully completed similar work for the Village on previous programs; and

**WHEREAS,** the Village of Libertyville's Fiscal Year (FY) 2024/25 Annual Budget is proposed to include sufficient funding in the General Fund/Parks Department and Stormwater Fund to perform the necessary shoreline plant maintenance services.

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

SECTION 1: The foregoing recitals are hereby incorporated and fully set forth as findings of the President and Board of Trustees.

SECTION 2: The Village of Libertyville Board of Trustees approves the contract for the Annual Shoreline Plant Maintenance Program with Tallgrass Restoration, LLC subject to the appropriation of the necessary funds in the FY 2024/25 Annual Budget.

SECTION 3: The Village of Libertyville Board of Trustees authorizes the Village Administrator to execute the contract with Tallgrass Restoration, LLC for the Annual Shoreline Plant Maintenance Program, subject to the appropriation of the necessary funds in the FY 2024/25 Annual Budget.

SECTION 4: This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Donna Johnson, Village President

ATTEST:

\_\_\_\_\_  
Margaret Clark, Village Clerk

Village of Libertyville  
 Shoreline Plant Maintenance  
 Bid Tabulation  
 Opened: December 15, 2023

				Tallgrass Restoration	Native Restoration Services		Davey Resource Group	
<b>FISCAL YEAR 2024/2025</b>								
<b>Charles Brown Reservoir &amp; Forebays</b>								
		<b>Year</b>						
Base Quote	# of	Cost per Event	Cost	Cost per Event	Cost	Cost per Event	Cost	
Herbaceous Vegetation Management	4	\$4,330.00	\$17,320.00	No Bid	\$0.00	\$6,201.00	\$24,804.00	
Prescribed Burn	1	\$4,190.00	\$4,190.00	No Bid	\$0.00	\$5,567.00	\$5,567.00	
<b>Base Total</b>			<b>\$21,510.00</b>		<b>\$0.00</b>		<b>\$30,371.00</b>	
<b>Alternates</b>								
Native Seed Installation (post burn)	1	\$1,960.00	\$1,960.00	No Bid	\$0.00	\$6,103.00	\$6,103.00	
Woody Vegetation Management	1	Included	\$0.00	No Bid	\$0.00	\$6,042.00	\$6,042.00	
<b>Alternate Total</b>			<b>\$1,960.00</b>		<b>\$0.00</b>		<b>\$12,145.00</b>	
<b>Total</b>			<b>\$23,470.00</b>		<b>\$0.00</b>		<b>\$42,516.00</b>	
<b>Butler Lake, Paradise &amp; Riverside Parks</b>								
		<b>Year</b>						
Base Quote	# of	Cost per Event	Cost	Cost per Event	Cost	Cost per Event	Cost	
Herbaceous Vegetation Management	4	\$4,140.00	\$16,560.00	\$3,240.00	\$12,960.00	\$6,208.00	\$24,832.00	
Prescribed Burn	1	\$6,320.00	\$6,320.00	\$4,600.00	\$4,600.00	\$6,630.00	\$6,630.00	
<b>Base Total</b>			<b>\$22,880.00</b>		<b>\$17,560.00</b>		<b>\$31,462.00</b>	
<b>Alternates</b>								
Native Plug Installation	1	\$1,690.00	\$1,690.00	\$3,200.00	\$3,200.00	\$2,211.00	\$2,211.00	
Cattail Treatment	2	Included	\$0.00		\$0.00	\$2,848.00	\$5,696.00	
Native Seed Installation (post burn)	1	\$3,360.00	\$3,360.00		\$0.00	\$12,776.00	\$12,776.00	
Cattail Burning/Mowing	1	Included	\$0.00		\$0.00	\$10,192.00	\$10,192.00	
Woody Vegetation Management	1	Included	\$0.00	\$1,239.00	\$1,239.00	\$6,042.00	\$6,042.00	
<b>Alternate Total</b>			<b>\$5,050.00</b>		<b>\$4,439.00</b>		<b>\$36,917.00</b>	
<b>Total</b>			<b>\$27,930.00</b>		<b>\$21,999.00</b>		<b>\$68,379.00</b>	
<b>Combined Site Totals</b>			<b>\$51,400.00</b>		<b>\$21,999.00</b>		<b>\$110,895.00</b>	

Village of Libertyville  
 Shoreline Plant Maintenance  
 Bid Tabulation  
 Opened: December 15, 2023

				Tallgrass Restoration	Native Restoration Services	Davey Resource Group	
<b>FISCAL YEAR 2025/2026</b>							
<b>Charles Brown Reservoir &amp; Forebays</b>							
		<b>Year</b>					
Base Quote	# of	Cost per Event	Cost	Cost per Event	Cost	Cost per Event	Cost
Herbaceous Vegetation Management	4	\$4,460.00	\$17,840.00	No Bid	\$0.00	\$6,516.00	\$26,064.00
Prescribed Burn	1	\$4,310.00	\$4,310.00	No Bid	\$0.00	\$5,987.00	\$5,987.00
<b>Base Total</b>			<b>\$22,150.00</b>		<b>\$0.00</b>		<b>\$32,051.00</b>
<b>Alternates</b>							
Native Seed Installation (post burn)	1	\$990.00	\$990.00	No Bid	\$0.00	\$6,163.00	\$6,163.00
Woody Vegetation Management	1	Included	\$0.00	No Bid	\$0.00	\$6,352.00	\$6,352.00
<b>Alternate Total</b>			<b>\$990.00</b>		<b>\$0.00</b>		<b>\$12,515.00</b>
<b>Total</b>			<b>\$23,140.00</b>		<b>\$0.00</b>		<b>\$44,566.00</b>
<b>Butler Lake, Paradise &amp; Riverside Parks</b>							
		<b>Year</b>					
Base Quote	# of	Cost per Event	Cost	Cost per Event	Cost	Cost per Event	Cost
Herbaceous Vegetation Management	4	\$4,260.00	\$17,040.00	\$3,402.00	\$13,608.00	\$6,526.75	\$26,107.00
Prescribed Burn	1	\$6,510.00	\$6,510.00	\$4,830.00	\$4,830.00	\$7,140.00	\$7,140.00
<b>Base Total</b>			<b>\$23,550.00</b>		<b>\$18,438.00</b>		<b>\$33,247.00</b>
<b>Alternates</b>							
Native Plug Installation	1	\$1,740.00	\$1,740.00	\$3,360.00	\$3,360.00	\$2,321.00	\$2,321.00
Cattail Treatment	2	Included	\$0.00		\$0.00	\$3,138.00	\$6,276.00
Native Seed Installation (post burn)	1	\$3,360.00	\$3,360.00		\$0.00	\$13,356.00	\$13,356.00
Cattail Burning/Mowing	1	Included	\$0.00		\$0.00	\$10,637.00	\$10,637.00
Woody Vegetation Management	1	Included	\$0.00	\$1,300.95	\$1,300.95	\$6,352.00	\$6,352.00
<b>Alternate Total</b>			<b>\$5,100.00</b>		<b>\$4,660.95</b>		<b>\$38,942.00</b>
<b>Total</b>			<b>\$28,650.00</b>		<b>\$23,098.95</b>		<b>\$72,189.00</b>
<b>Combined Site Totals</b>			<b>\$51,790.00</b>		<b>\$23,098.95</b>		<b>\$116,755.00</b>

Village of Libertyville  
 Shoreline Plant Maintenance  
 Bid Tabulation  
 Opened: December 15, 2023

				Tallgrass Restoration	Native Restoration Services		Davey Resource Group	
<b>FISCAL YEAR 2026/2027</b>								
<b>Charles Brown Reservoir &amp; Forebays</b>								
		<b>Year</b>						
Base Quote	# of	Cost per Event	Cost	Cost per Event	Cost	Cost per Event	Cost	
Herbaceous Vegetation Management	4	\$4,590.00	\$18,360.00	No Bid	\$0.00	\$6,642.00	\$26,568.00	
Prescribed Burn	1	\$4,440.00	\$4,440.00	No Bid	\$0.00	\$6,075.00	\$6,075.00	
<b>Base Total</b>			<b>\$22,800.00</b>		<b>\$0.00</b>		<b>\$32,643.00</b>	
<b>Alternates</b>								
	# of	Cost per Event	Cost	Cost per Event	Cost	Cost per Event	Cost	
Native Seed Installation (post burn)	1	\$700.00	\$700.00	No Bid	\$0.00	\$6,187.00	\$6,187.00	
Woody Vegetation Management	1	Included	\$0.00	No Bid	\$0.00	\$6,476.00	\$6,476.00	
<b>Alternate Total</b>			<b>\$700.00</b>		<b>\$0.00</b>		<b>\$12,663.00</b>	
<b>Total</b>			<b>\$23,500.00</b>		<b>\$0.00</b>		<b>\$45,306.00</b>	
<b>Butler Lake, Paradise &amp; Riverside Parks</b>								
		<b>Year</b>						
Base Quote	# of	Cost per Event	Cost	Cost per Event	Cost	Cost per Event	Cost	
Herbaceous Vegetation Management	4	\$4,390.00	\$17,560.00	\$3,572.00	\$14,288.00	\$6,654.00	\$26,616.00	
Prescribed Burn	1	\$6,700.00	\$6,700.00	\$5,071.50	\$5,071.50	\$7,254.00	\$7,254.00	
<b>Base Total</b>			<b>\$24,260.00</b>		<b>\$19,359.50</b>		<b>\$33,870.00</b>	
<b>Alternates</b>								
	# of	Cost per Event	Cost	Cost per Event	Cost	Cost per Event	Cost	
Native Plug Installation	1	\$1,790.00	\$1,790.00	\$3,528.00	\$3,528.00	\$2,365.00	\$2,365.00	
Cattail Treatment	2	Included	\$0.00		\$0.00	\$3,174.00	\$6,348.00	
Native Seed Installation (post burn)	1	\$3,360.00	\$3,360.00		\$0.00	\$13,428.00	\$13,428.00	
Cattail Burning/Mowing	1	Included	\$0.00		\$0.00	\$10,725.00	\$10,725.00	
Woody Vegetation Management	1	Included	\$0.00	\$1,366.00	\$1,366.00	\$6,476.00	\$6,476.00	
<b>Alternate Total</b>			<b>\$5,150.00</b>		<b>\$4,894.00</b>		<b>\$39,342.00</b>	
<b>Total</b>			<b>\$29,410.00</b>		<b>\$24,253.50</b>		<b>\$73,212.00</b>	
<b>Combined Site Totals</b>			<b>\$52,910.00</b>		<b>\$24,253.50</b>		<b>\$118,518.00</b>	

**VILLAGE OF LIBERTYVILLE  
CONTRACT/PROPOSAL FOR THE  
Shoreline Plant Maintenance**

Full Name of Bidder	<u>Tallgrass Restoration, LLC</u>		
Principal Office Address	<u>2221 Hammond Dr, Schaumburg, IL 60173</u>		
Local Office Address	<u>same</u>		
Contact Person	<u>Doug DeWitt</u>	Telephone:	<u>847-925-9830</u>
Email	<u>ddewitt@tallgrassrestoration.com</u>		

TO: Village of Libertyville ("Owner")  
200 East Cook Avenue  
Libertyville, Illinois 60048-2090  
Attention: Paul Kendzior, P.E., C.F.M.  
Director of Public Works

Any questions relating to the bid specifications, please contact David Thornborough, Superintendent of Public Works at 847-918-2076 or by email at [dthornborough@libertyville.com](mailto:dthornborough@libertyville.com).

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

**1. Work Proposal**

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

**Bidder Status**

Corporation LLC State: Illinois

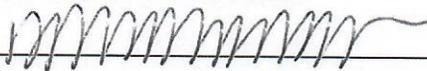
Partnership \_\_\_\_\_ State: \_\_\_\_\_

Individual Proprietorship: \_\_\_\_\_

Bidders Name:

Tallgrass Restoration, LLC

Doing Business as (if different):



Printed Name: Doug DeWitt

Signature: \_\_\_\_\_

Title/Position:

Project Manager

Bidders Business Address:

2221 Hammond Dr, Schaumburg, IL 60173

Telephone 847-925-9830 Fax 847-925-9840

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

Name	Title	Address
Peter J Layton	CEO/Owner	Milton, WI
Ron Adams	President	Western Springs, IL

## Contractor Qualifications

- A. Please list three sites similar in scope which highlight Contractor's ability to perform herbicide work in natural areas, selectively clear non-native woody species, ability to identify native species, and knowledge of restoration methods.

Project Name	Owner	Contact Name and Number	Year(s) executed	Type of Work	Project Manager
Libertyville Shoreline Plant Maint	Libertyville Public Works	David Thornborough, 847-344-1594	2021-24	Rx fire, invasive species control, clearing, seeding, plug planting	Doug DeWitt
District wide invasives control	LCFPD	Nick Huber 847-276-6944	2023	invasive species control	Doug DeWitt
Natural Areas Mgmt	Long Grove Park District	Jan Healy 847-641-5590	2019-23	Rx fire, invasive species control, clearing, seeding, plug planting	Doug DeWitt

- B. Please list laborers who will be working on project, at least 50% of employees must have three years' experience with ecological restoration

Employee Name	Years with Company	Licenses	Years Experience
L Feit	5	applicator	5
L Wilson	5	applicator	5
J Head	5	applicator	5
M Gedritis	5	applicator	5
J Neitz	4	applicator	4
C Lorentzen	3	applicator	3
J Coolidge	3	applicator	3

- C. Please list Crew Leader and give a brief description of qualifications, certifications, and experience in similar restoration projects:

All of those listed in B above may be the crew leader.

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- D. Please indicate any additional information or comments that will help determine your ability to execute the vision of this management plan:

We've been managing these sites for the last three years and know them well.

We take pride in our plant identification skills, weed management timing and methods expertise, and our scheduling, project management and staffing efficiencies.

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## Contractor Qualifications

- E. Please list three sites similar in scope which highlight Contractor's ability to perform herbicide work in natural areas, selectively clear non-native woody species, ability to identify native species, and knowledge of restoration methods.

Project Name	Owner	Contact Name and Number	Year(s) executed	Type of Work	Project Manager
Libertyville Shoreline Plant Maint	Libertyville Public Works	David Thornborough, 847-344-1594	2021-24	Rx fire, invasive species control, clearing, seeding, plug planting	Doug DeWitt
District wide invasives control	LCFPD	Nick Huber 847-276-6944	2023	invasive species control	Doug DeWitt
invasive species control	Long Grove Park District	Jan Healy 847-641-5590	2019-23	Rx fire, invasive species control, clearing, seeding, plug planting	Doug DeWitt

- F. Please list laborers who will be working on project, at least 50% of employees must have three years' experience with ecological restoration

Employee Name	Years with Company	Licenses	Years Experience
L Feit	5	applicator	5
L Wilson	5	applicator	5
J Head	5	applicator	5
M Gedritis	5	applicator	5
J Neitz	4	applicator	4
C Lorentzen	3	applicator	3
J Coolidge	3	applicator	3

- G. Please list Crew Leader and give a brief description of qualifications, certifications, and experience in similar restoration projects:

All of those listed in F above may be the crew leader.

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- H. Please indicate any additional information or comments that will help determine your ability to execute the vision of this management plan:

We have been managing this site for the past year and know it well.

We take pride in our plant identification skills, weed management timing and methods expertise, and our scheduling, project management and staffing efficiencies.

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**VILLAGE OF LIBERTYVILLE**

**ADDENDUM No. 1  
Shoreline Plant Maintenance  
Issued November 16, 2023**

This Addendum No. 1 to the Contract/Proposal for the Village of Libertyville Shoreline Plant Maintenance is hereby declared part of the Contact/Proposal, and in the case of conflict, the following Addendum shall govern:

- 1) Contract Start Date is May 1, 2024, and Contract End Date is April 30, 2025
  - 2) The Charles Brown Reservoir Grant inspection, monitoring, and reporting document costs must be included with the Herbaceous Vegetation Management on the Price Proposal Form
- 

Addendum must be submitted with Proposal. Receipt and understanding of this Addendum are hereby acknowledged:

BY:

Doug DeWitt

Print Name



Signature

Project Manager

Title/Position

Tallgrass Restoration, LLC

Company



**VILLAGE OF LIBERTYVILLE**

**ADDENDUM No. 2  
Shoreline Plant Maintenance  
Issued December 5, 2023**

This Addendum No. 2 to the Contract/Proposal for the Village of Libertyville Shoreline Plant Maintenance is hereby declared part of the Contact/Proposal, and in the case of conflict, the following Addendum shall govern:

- 1) The Price Proposal Form is missing columns for certain criteria. Please print and use the attached excel sheet as the price proposal form with your bid.
- 

Addendum must be submitted with Proposal. Receipt and understanding of this Addendum are hereby acknowledged:

BY:

Doug DeWitt

Print Name



Signature

Project Manager

Title/Position

Tallgrass Restoration, LLC

Company

VILLAGE OF LIBERTYVILLE  
CONTRACT/PROPOSAL FOR  
SHORELINE PLANT MAINTENANCE

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

that Tallgrass Restoration, LLC, 2221 Hammond Drive, Schaumburg, IL 60173 ,  
(Full name and address of Bidder)

as Principal, hereinafter called Bidder, and  
Travelers Casualty and Surety Company of America, One Tower Square, Hatford, CT 06183 ,  
(Full name and address of Surety)

as Surety, a corporation organized and existing under the laws of the State of CT, hereinafter called Surety, are held and firmly bound unto Village of Libertyville, 118 West Cook Avenue, Libertyville, Illinois 60048, as Obligee, hereinafter called Owner, in the full and just sum of Dollars (\$ 5% <sup>Five Percent of Amount Bid</sup> ), for the payment of which sum of money well and truly to be made, Bidder and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Bidder has submitted a Bid dated December 15, 2023, to Owner entitled "**CONTRACT/BID FOR SHORELINE PLANT MAINTENANCE**" (the "Contract/Proposal"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Bidder shall timely submit all additional information that is required of it and, if the Contract/Proposal shall be accepted by Owner, Bidder shall (1) timely submit all the Bonds and all the certificates of insurance required of it, (2) timely execute all other required documentation related to the Contract/Proposal, and (3) in all other respects, perform the agreement created by Owner's acceptance of the Contract/Proposal, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

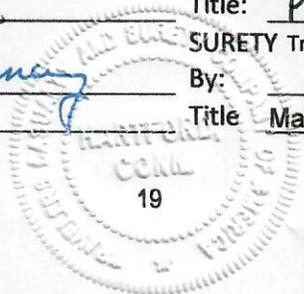
Surety, for value received, hereby stipulates and agrees that the obligations of Surety under this bond shall be in no way impaired or affected by any extension of the time within which Owner may accept the Contract/Proposal, and Surety does hereby waive notice of any such extension.

Owner shall have no obligation to actually incur any expense or correct any deficient performance of Bidder in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 30th day of November, 2023.

Attest/Witness:		PRINCIPAL Tallgrass Restoration, LLC
By:	<u>PROJECT MANAGER</u>	By: <u>Matthew Labno</u>
Title:	<u>PROJECT MANAGER</u>	Title: <u>PRESIDENT</u>
Attest/Witness:		SURETY Travelers Casualty and Surety Company of America
By:	<u>John P. Harney, Witness</u>	By: <u>Matthew Labno</u>
Title:	<u>John P. Harney, Witness</u>	Title: <u>Matthew Labno, Attorney-in-Fact</u>





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

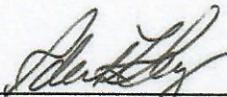
**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Matthew Labno** of **CHICAGO Illinois**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

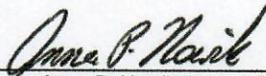
By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

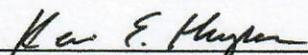
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **30th** day of **November**, 2023



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

**Libertyville Shoreline Plant Maintenance**

**Exhibit D - Price Proposal Form**

Company Name and Contact Information: Tallgrass Restoration, LLC, Doug DeWitt, 847-925-9830, ddewitt@tallgrassrestoration.com

**Charles Brown Reservoir & Forebays**

	Year		2024 / 25		2025 / 26		2026 / 27	
	# of Events	Cost per Event	Cost	Cost per Event	Cost	Cost per Event	Cost	
Base Quote								
Herbaceous Vegetation Management	4	\$4,330.00	\$17,320.00	\$4,460.00	\$17,840.00	\$4,590.00	\$18,360.00	
Prescribed Burn	1	\$4,190.00	\$4,190.00	\$4,310.00	\$4,310.00	\$4,440.00	\$4,440.00	
<b>Base Total</b>			<b>\$21,510.00</b>		<b>\$22,150.00</b>		<b>\$22,800.00</b>	
Alternates								
Native Seed Installation (post burn)	1	\$1,960.00	\$1,960.00	\$990.00	\$990.00	\$700.00	\$700.00	
Woody Vegetation Management	1	included	included	included	included	included	included	
<b>Alternate Total</b>			<b>\$1,960.00</b>		<b>\$990.00</b>		<b>\$700.00</b>	
<b>Total</b>			<b>\$23,470.00</b>		<b>\$23,140.00</b>		<b>\$23,500.00</b>	

**Butler Lake, Paradise & Riverside Parks**

	Year		2024 / 25		2025 / 26		2026 / 27	
	# of Events	Cost per Event	Cost	Cost per Event	Cost	Cost per Event	Cost	
Base Quote								
Herbaceous Vegetation Management	4	\$4,140.00	\$16,560.00	\$4,260.00	\$17,040.00	\$4,390.00	\$17,560.00	
Prescribed Burn	1	\$6,320.00	\$6,320.00	\$6,510.00	\$6,510.00	\$6,700.00	\$6,700.00	
<b>Base Total</b>			<b>\$22,880.00</b>		<b>\$23,550.00</b>		<b>\$24,260.00</b>	
Alternates								
Native Plug Installation	1	\$1,690.00	\$1,690.00	\$1,740.00	\$1,740.00	\$1,790.00	\$1,790.00	
Cattail Treatment	2	included	included	included	included	included	included	
Native Seed Installation (post burn)	1	\$3,360.00	\$3,360.00	\$3,360.00	\$3,360.00	\$3,360.00	\$3,360.00	
Cattail Burning/Mowing	1	included	included	included	included	included	included	
Woody Vegetation Management	1	included	included	included	included	included	included	
<b>Alternate Total</b>			<b>\$5,050.00</b>		<b>\$5,100.00</b>		<b>\$5,150.00</b>	
<b>Total</b>			<b>\$27,930.00</b>		<b>\$28,650.00</b>		<b>\$29,410.00</b>	
<b>Combined Site Totals</b>			<b>\$51,400.00</b>		<b>\$51,790.00</b>		<b>\$52,910.00</b>	

CONTRACT ACCEPTANCE

**SHORELINE PLANT MAINTENANCE**

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Libertyville ("Owner") this \_\_\_\_ day of \_\_\_\_\_, 2024 and in the not-to-exceed amount of \$51,400 for FY 2024/25.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Owner of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

Village of Libertyville

By: \_\_\_\_\_

Kelly A. Amidei  
Village Administrator



## VILLAGE BOARD AGENDA SUPPLEMENT

<b>Meeting Date:</b>	January 9, 2024
<b>Agenda Item:</b>	Consideration of a Resolution to Approve a Special Event Request from the Libertyville Civic Center Foundation for Libertyville Days 2024
<b>Staff Recommendation:</b>	Approve Resolution
<b>Staff Contact:</b>	Kelly A. Amidei, Village Administrator

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**Background:** The Libertyville Civic Center Foundation (LCCF) has requested the use of Village property for the 2024 Libertyville Days Festival to be held on June 13-16, 2024.

Staff has reviewed the application and recommends the following for management of the event as part of the recommended Village Board approval:

- LCCF will meet with Fire and Police Staff to coordinate potential weather emergency plans and designate one on-site coordinator during the event for emergency communications that will be responsible for all communication with vendors and service providers in the event of an emergency shut-down (and any possible re-start).
- Carnival rides on Saturday, June 15, 2024 will begin operation after the parade has passed the carnival area.
- Parade fencing will be provided in the downtown prior to the parade. The parade date is approved, however the continued requirements for the parade will be reviewed in a subsequent meeting with Village staff.
- LCCF will coordinate placement of tents in Cook Park with the Village to avoid sprinkler system damage. (No spray paint may be used on Village property).
- LCCF agrees to reimburse the Village for any damage in Cook Park and Sunrise Rotary Park in a timely manner, if requested by the Village.
- LCCF will use Libertyville businesses whenever possible.
- An emergency access point is needed and this will be reviewed with LCCF prior to the event.
- LCCF will provide a certificate of insurance and submit a Special Event Application.
- LCCF will apply for the appropriate Village and State Liquor License.
- LCCF will coordinate with the Chief of Police the posting of signs indicating no concealed weapons allowed and human trafficking per state law.
- LCCF will reimburse the Village for one-half of the Police operation related expenses associated with the festival. The Village will provide Public Works set-up services to assist with the parade.
- A minimum five (5) foot setback from structures will be required for all carnival rides.
- The final layout of carnival ride locations, and street closures in Sunrise Rotary Park will be reviewed at an upcoming Parks & Recreation Committee meeting and therefore permission to utilize this area for rides will be approved separately.

Staff recommends Village Board approval of the Resolution for use of Village property and approval of the special event application for the event from June 13-16, 2024 subject to the conditions as detailed.

RESOLUTION 24-R-

A RESOLUTION APPROVING LIBERTYVILLE DAYS, A SPECIAL EVENT LOCATED IN  
COOK PARK, SUNRISE ROTARY PARK AND CHURCH STREET ON JUNE 13, 2024  
THROUGH JUNE 16, 2024

WHEREAS, the Libertyville Civic Center (“*Applicant*”) has filed an application with the Village to host Libertyville Days, a special event located in Cook Park, Sunrise Rotary Park and Church Street on June 13, 2024 through June 16, 2024 between the hours of 5:00 p.m. to 11:00 p.m. on Thursday, June 13<sup>th</sup>, and 10:00 a.m. to 12:00 a.m. on June 14<sup>th</sup> and 15<sup>th</sup>, and 12:00 p.m. to 6:00 p.m. on Sunday, June 16, 2024 (“*Proposed Special Event*”); and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interests of the Village to approve the Proposed Special Event, subject to the conditions outlined in the Agenda materials and set forth in this Resolution;

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

SECTION 1: Recitals. The foregoing recitals are hereby incorporated and fully set forth as findings of the Village of Libertyville President and Board of Trustees.

SECTION 2: Approval of Proposed Special Event. The President and Board of Trustees hereby approve the use of Cook Park, Sunrise Rotary Park (conditional on ride placement approval by the Parks & Recreation Committee), and Church Street for the Proposed Special Event.

SECTION 3: Conditions. The Applicant must conduct the Proposed Special Event in accordance with: (a) all conditions and requirements set forth in the application filed by the Applicant for the Proposed Special Event; and (b) all additional conditions that may be required

by the Village Administrator, in her discretion, as necessary to protect the public health, safety, and welfare.

SECTION 4: Effective Date. This Resolution will be in full force from and after its passage and approval in the manner provided by law.

PASSED this 9<sup>th</sup> day of January, 2024.

AYES:

NAYS:

ABSENT:

APPROVED this 9<sup>th</sup> day of January, 2024.

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Donna Johnson, Village President

ATTEST:

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Margaret Clark, Village Clerk

EXHIBIT A  
AGREEMENT

LIBERTYVILLE CIVIC CENTER FOUNDATION  
Libertyville Days Festival

135 W. Church St.  
Libertyville, IL 60048  
Phone 847-918-8880  
Fax 847-918-8881  
[libciviccen@gmail.com](mailto:libciviccen@gmail.com)



received  
11/22/23

November 20, 2023

Mayor Donna Johnson  
Village of Libertyville  
118 W. Cook Avenue  
Libertyville, IL 60048

REF: 2024 Libertyville Days Festivities

Dear Mayor Johnson, Village Trustees and Administrator Amidei,

President Walt Oakley of the Libertyville Civic Center Foundation request that the Village grant approval to conduct the 2024 Libertyville Days Festival and grant approval to use Village property for running the festival as in past years.

Many Libertyville residents and neighboring community guests enjoyed the fun and entertainment provided during the 2023 Libertyville Days Festival. The proceeds raised allowed the Civic Center's board to continue with operations and upkeep to the Civic Center building.

Planning the 2024 Libertyville Days is scheduled to begin in January, as it requires over 6 months lead time to book entertainment and enter contracts; allowing the festival to run successfully. We ask that this request be presented to the appropriate Village committee as soon as possible.

Specifically, Village approval is needed for the following for the 2024 Libertyville Days Festival:

1. Village approval for the Libertyville Days dates of June 13<sup>th</sup>-16<sup>th</sup>, 2024.
2. That the Libertyville Days Committee act as coordinator for all functions to be in the Downtown area during these dates, including sidewalk sales (coordinated with MainStreet) and any other community involvement.
3. The use of Libertyville Sunrise Rotary Park grass area only, bordered by the sidewalks, for the children's carnival rides and carnival concessions. Closing Broadway Avenue from Milwaukee Avenue to Park Place beginning Tuesday, June 11<sup>th</sup> – Sunday June 16<sup>th</sup>, for additional carnival space and additional rides.
4. The use of the alley way between the property owned by St. Lawrence Church and Wepler Law, the parking spaces between St. Lawrence Church and the Village

parking garage, and the alley way between Civic Center building and Masonic Lodge for setup of carnival games and concessions. Public Works should drop off the barricades prior to 8:00 p.m. Monday, June 10<sup>th</sup> and the Police Dept. should block the alley way area by 8:00 p.m. Monday, June 10<sup>th</sup>.

5. Blocking the entrance way into the Village parking garage off of Church Street with two refuse roll offs containers starting Monday, June 10<sup>th</sup> at 6:00 a.m.
6. Church Street between Brainerd Avenue and Milwaukee Avenue must be closed by 8:00 p.m. on Monday, June 10<sup>th</sup>. Public Works should drop off the barricades prior to 8:00 p.m. Monday, June 10<sup>th</sup> and the Police Dept. should block the road at 8:00 p.m. Monday, June 10<sup>th</sup>. The setup will be like the 2023 event.
7. On Saturday, June 15<sup>th</sup> Milwaukee Avenue should be closed from 10:00 a.m. until Noon for the parade. Additionally, Milwaukee Avenue should be posted no parking from 10:00 a.m. until noon in the downtown area to ensure that cars do not block the view and to keep parade watchers on the sidewalk.
8. Cook Park will be used for the Arts and Crafts Fair. Request that the parking spots in front of Cook Park be allocated for drop off only and no parking signs be posted all weekend.
9. Use of Cook Mansion stairs and landing for family stage entertainment.
10. Close the commuter parking lot at the train station on Friday, June 14<sup>th</sup> to all vehicles prior to 8:00 p.m. and prohibit parking until Saturday at approximately noon.

We will contract with a disposal company for garbage cans and dumpsters. We will have people making regular rounds of the Downtown area including both parking garages picking up refuse. Portable restrooms will be rented and placed in convenient locations.

We are requesting the following assistance of the parks department, police department, fire department and public works department.

Parks Department:

1. Provide snow fencing in areas as deemed necessary (will provide map, should be same as last year.)
2. Provide microphone and speakers for Cook Park.
3. Provide Village picnic tables for the Civic Center Parking Lot.

Police Department:

1. Police presence and patrol during the festival.
2. Police escorts during money pickups as requested.
3. Put up barricades at 8:00 p.m. on Monday, June 10<sup>th</sup> per mapped location.
4. Put up barricades at Train Station at 8:00 p.m. on Friday, June 14<sup>th</sup>.

Public Works Department:

1. Clean streets after the festival.

2. Receive and place barricades per mapped locations.
3. Please note that festival committee members and/or festival representatives will be responsible for trash pickup and monitoring barricades during the festival. The Public Works Department is not needed for this task.
4. Set and remove parade pedestrian barricades Saturday, June 15<sup>th</sup> for parade.
5. **Provide hydrant hook up at Sunrise Rotary Park for Carnival Company on Tuesday, June 11<sup>th</sup> by 7:30 a.m.**

The Civic Center Foundation insurance company is requiring the Village provide in writing the type of insurance coverage required. Then a certificate of insurance will be provided showing the Village, Cook Memorial Library, Masonic Lodge and others as required as additional insured. If the Village rents any items on our behalf, the Civic Center Foundation insurance company requires the Village provide the Civic Center Foundation a certificate of the Village insurance coverage adding the Civic Center Foundation as additional insured.

The Civic Center Foundation will be applying for the Village and State liquor license for this event.

The Civic Center Foundation requests the approval for the beer garden area to include the food vendors and the main stage entertainment once again on Church St. This area will be fenced off with snow fencing and, in some areas, a 6ft construction fence. There will be monitoring at access points to ensure no alcohol is taken from the designated area. Access points will be at Church and Brainerd Streets and on Church Street just west of the alley way. Everyone that is drinking will have their identification checked to verify legal age of 21 or over and be issued a wristband.

The beer wagons will remain under the tented areas, as in previous years, and always supervised by a Libertyville Days Committee member or designated volunteer.

Beer Garden hours: Thursday evening 5:00-11:30 p.m. last ticket sold 11:00 p.m. last call at 11:15 p.m.; Friday evening 4:00 p.m. – 12:00 a.m. last ticket sold 11:30 p.m. last call at 11:45 p.m.; Saturday after the parade ends approximately 12:00 p.m. – 12:00 a.m. last ticket sold 11:30 p.m. last call at 11:45 p.m.; Sunday 12:00 – 6:00 p.m. last ticket sold 5:30 p.m. last call at 5:45 p.m. Sales will include beer, beer products, wine and pre-mixed bloody mary's or mai tai.

The festival is designed to be a family event and will include activities and entertainment in support of this.

We will request that the contracted carnival company provide the Police Department with a list of employees. We will be seeking permission to again park trucks on private property located in Libertyville.

We are requesting that the parade route remain from Milwaukee Avenue at the train station parking lot south to west on Rockland Road.

A representative from the Libertyville Days Committee will be available for the Village inspection and walk through on Thursday, June 13<sup>th</sup> - 1:00 pm.

We will provide prior notification to all of the neighbors, especially the United Methodist Church, St. Lawrence Episcopal Church, St. Joseph's Church, and The Masonic Temple.

We welcome participation by the Police and Fire Departments at the Libertyville Days Committee meetings held the 3<sup>rd</sup> Thursday of the month at 6:00 p.m. at the Civic Center beginning in January of 2024.

Any community member is invited to attend our meetings and to assist or participate in Libertyville Days. Anyone requesting to make a presentation must call in advance to schedule the presentation.

Libertyville Days Committee members will be available to discuss any phase of the proposed festival as required and would appreciate notification as to when we will be scheduled to make a presentation to the Village Board and/or the Parks and Recreation Committee.

Should you have any questions or need any further information please feel free to call me, or the Executive Director of the Libertyville Civic Center Foundation, Anne Carlino, at 847.918.8880.

Sincerely,



Walt Oakley  
President, Libertyville Civic Center Foundation  
847.445.2519

enclosures

**LIBERTYVILLE CIVIC CENTER FOUNDATION, INC.  
2024 LIBERTYVILLE DAYS FESTIVAL**

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The hours of the 2024 Libertyville Days Festival will be:

**Arts & Crafts:**

Friday, June 14 <sup>th</sup>	12:00 p.m. – 8:00 p.m.
Saturday, June 15 <sup>th</sup>	10:00 a.m. – 8:00 p.m.
Sunday, June 16 <sup>th</sup>	12:00 p.m. – 5:00 p.m.

**Beer Garden:**

Thursday, June 13 <sup>th</sup>	5:00 p.m. – 11:30 p.m.
Friday, June 14 <sup>th</sup>	4:00 p.m. – 12:00 a.m.
Saturday, June 15 <sup>th</sup>	12:00 p.m. – 12:00 a.m. (after the parade)
Sunday, June 16 <sup>th</sup>	12:00 p.m. – 6:00 p.m.

**Carnival:**

Thursday, June 13 <sup>th</sup>	5:00 p.m. – 10:00 p.m.
Friday, June 14 <sup>th</sup>	12:00 p.m. – 11:00 p.m.
Saturday, June 15 <sup>th</sup>	12:00 p.m. – 11:00 p.m.
Sunday, June 16 <sup>th</sup>	12:00 p.m. – 6:00 p.m.

**Church Street Eats:**

Thursday, June 13 <sup>th</sup>	5:00 p.m. – 11:00 p.m.
Friday, June 14 <sup>th</sup>	11:00 a.m. – 11:00 p.m.
Saturday, June 15 <sup>th</sup>	11:00 a.m. – 11:00 p.m.
Sunday, June 16 <sup>th</sup>	12:00 p.m. – 6:00 p.m.

**Entertainment (Main Stage):**

Thursday, June 13 <sup>th</sup>	5:00 p.m. – 11:00 p.m.
Friday, June 14 <sup>th</sup>	4:00 p.m. – 11:30 p.m.
Saturday, June 15 <sup>th</sup>	12:00 p.m. – 11:30 p.m.
Sunday, June 16 <sup>th</sup>	12:00 p.m. – 5:30 p.m.

**Entertainment/Activities (Cook Park):**

Thursday, June 13 <sup>th</sup>	6:00 p.m.- 10:00 p.m.
Friday, June 14 <sup>th</sup>	10:00 a.m. – 10:00 p.m.
Saturday, June 15 <sup>th</sup>	10:00 a.m. – 10:00 p.m.
Sunday, June 16 <sup>th</sup>	12:00 p.m. – 6:00 p.m.

**Parade:**

Saturday, June 15 <sup>th</sup>	10:00 a.m. – 12:00 p.m.
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## VILLAGE OF LIBERTYVILLE

### Special Event Application Policy and Instructions

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Thank you for your interest in holding a special event in the Village of Libertyville. This packet contains the information needed to register a special event and obtain any required permits/licenses. Pages 1-3 of this booklet should be removed from the completed application and kept by the event organizer for reference.

#### Minimum Requirements/Criteria

The following criteria will be used to determine if your event is a special event, requiring completion of this application:

1. All outdoor events held on Village property, i.e., streets, sidewalks, certain Village parks, and/or deemed to significantly impact normal Village operations (such as Police patrol, Fire/EMS service, etc.) are considered special events, and require approval by the Mayor and Village Board of Trustees at a Village Board meeting.
2. An event that requires any of the following actions is considered a special event:
  - Events requiring street closures (except block parties, which are not considered special events)
  - Events that require closure of Village parking lots and/or the use of Village-owned property.
  - An outdoor event held by a business that will be open to the general public is considered a special event and requires a special event license. (Examples of such events include sidewalk sales, tent sales, promotions held in parking lots, etc.).

#### Requirements and Conditions

1. **Site Plan:** A detailed site plan depicting event set up and equipment is required for all events.
2. **Alcoholic Beverages:** A temporary liquor license is required for the sale or distribution of alcoholic beverages for organizations which do not already hold a Village of Libertyville Liquor License. Temporary liquor licenses (Class H Liquor License) are issued only upon approval of the Liquor License Commissioner and can be obtained from the Village Administrator's office. Please contact the Village Hall at least four (4) weeks prior to your event for details on obtaining a license. **License fee: \$50.00**
3. **Block Parties:** Block parties are not considered special events and do not require completion of this application. For information on block parties, please visit [www.libertyville.com](http://www.libertyville.com) or call (847) 362-2430.

EVENT DATE(s): June 13-16, 2024

4. **Banners:** Banners for placement in Cook Park or the four entrances to the Village require the completion of a banner application and Village Board approval. Requests for banners in Cook Park must be submitted before the Board at least 4 weeks prior to the event.
5. **Certificate of Insurance and Policy Endorsement:** A certificate of insurance with policy endorsement listing the Village of Libertyville as an additional insured and certificate holder for general liability and worker's compensation with waiver of subrogation in favor of the Village of Libertyville is required. Insurance requirements and scope of coverage are listed on page 6.
6. **Compliance with Village ordinances:** The event organizer shall comply with all applicable Village ordinances, codes, conditions and requirements.
7. **Compensation for Village Staff time:** Depending on the anticipated event attendance and type of event, Village personnel, including Police, Fire, Code Enforcement and/or Public Works, may be required at the event. The Village shall determine the number of personnel necessary to ensure the safety of participants and to minimize the impact of the event on normal Village operations and resources, and whether the event organizers will be billed for such cost.
8. **Food and Beverage Health Inspection:** Food and beverages may require an inspection by the Lake County Health Department. Please call the health inspector at (847) 377-8000 for more information.
9. **Hold Harmless Agreement:** The event organizer must sign a Hold Harmless Agreement to indemnify the Village of Libertyville against any and all actions arising from, during or as a result of the event. Hold harmless agreements are required for events which involve Village personnel and/or property.
10. **Permission for Use of Property:** Events taking place on property not owned by the Village of Libertyville **requires a letter from the property owner granting use of the property for the event.** This requirement applies to any event taking place on private property or property owned by a governmental entity, other than the Village of Libertyville (i.e., school district, park district, library district, township, county, etc.). This requirement does not apply to businesses holding events on property owned by that business.
11. **Raffles:** All raffles require a license, in accordance with Illinois State law and Village ordinance. Please contact the Village Administrator's office at (847) 362-2430 for information on obtaining a raffle license. **Raffle license fee: \$60.00**
12. **Resident/Business Notification:** If an event requires street closures or causes disruption to Village of Libertyville residents or businesses, the Village of Libertyville will determine if notification is necessary. If required, mailed or hand-delivered notification must be provided to the identified residents or businesses at least two (2) weeks prior to the event.
13. **Review by the Village of Libertyville:** After submitting all required forms, the application will be reviewed by the Village of Libertyville. All departments that will be involved in providing services or permits/licenses for the event will assist in reviewing the application.
14. **Right to Modify/Cancel Event:** Applicants should not assume that all aspects of the event will be approved; the event organizer may be asked to change details of the event plan based on the availability of services, scheduling of other events, public health and safety concerns, and applicable Village ordinances. The Village of Libertyville reserves the right

EVENT DATE(s): June 13-16, 2024

to cancel any event at any time for reasons deemed necessary by the Village of Libertyville, including (but not limited to) severe/dangerous weather; failure to submit required forms, insurance documentation, hold harmless agreements and/or permission from property owner granting permission for use of private property or permission from other governmental entities granting permission for use of that governmental entity's property.

15. **Tents:** Tent permits are applied for at the Community Development Department (200 E. Cook Avenue) and issued by the Fire Department. All tents (other than pop-up style camping tents) require issuance of a tent permit. Application materials can be found on the Village website ([www.libertyville.com](http://www.libertyville.com)). **Tent permit fee: \$50 per tent. Fees for after-hours inspections will be applied.**
16. **Waste Removal:** The Village of Libertyville will not provide waste removal services for special events. Removal of all waste and debris is the responsibility of the event organizer.
17. **Fee Waivers:** If the organization hosting the event has IRS 501(c)3 status, the event may be eligible for fee waivers. In order to obtain a fee waiver from the Mayor and Village Board of Trustees, a letter addressed to the Village Administrator requesting the waiving of all applicable fees, accompanied with a copy of the organization's 501(c)3 status should be provided with the completed application.

#### Permit/License Fees

The Following permits and/or licenses may be required for a special event:

Tent/Membrane Structure Permit*	\$50.00 per tent
Electric Permit*	\$60.00 minimum
Temporary Food Vendor License	\$50.00
Raffle License	\$60.00
Sign Permit:	\$60.00 per sign

EVENT DATE(s): June 13-16, 2024



**Libertyville**  
*spirit of independence*

VILLAGE OF LIBERTYVILLE  
Special Event Application

This application is required for any event or activity taking place on public property (including street closures), public areas of private property (such as parking lots) that are open to the public, or for any event which will require Village services, including annual special events such as carnivals, festivals, shows, run/walks, etc.

**Completed applications are due at least four (4) weeks prior to the event date and should be submitted to the Village Administrator's office.**

**Section 1: Organization & Contact Information**

Name of Event: Libertyville Days Festival

Sponsoring Organization: Libertyville Civic Center Foundation

Address: 135 W. Church St., Libertyville, IL 60048

Phone: 847-918-8880 Fax: 847-918-8881

Is this organization a certified non-profit organization? Yes  No

Contact Person: Anne Carlino

Address: 135 W. Church St., Libertyville, IL 60048

Daytime Phone : 847-918-8880 Cell Phone: 847-918-8881

**Section 2: General Information**

Event Date: June 13-16, 2024

Event time (please list for each date): See attached

Set up date and time: Monday, June 10, 2024 7 am

EVENT DATE(s): June 13-16, 2024

Dismantling/clean up date and time: Monday, June 17, 2024 12 pm

(clean up includes removal of all waste, dumpsters, equipment, dismantling of tents, filling tent holes, removal of portable toilets, etc.)

Estimated number of attendees (including participants and staff/volunteers): 40,000

**Section 3: Event Location**

*Please check all that apply*

Public parking lot – Address:

Church Street municipal flat lot behind St. Lawrence Church

Private parking lot – Address:

*Please attach letter of approval from property owner*

Park – Please list park

Cook Park, Rotary Park

Public streets – Please list street(s): West Church Steet, East Broadway Street to Park Pl.

**Section 4: Type of Special Event**

*Please check all that apply*

<input checked="" type="checkbox"/> Arts & crafts sale	<input type="checkbox"/> Corporate function/gathering	<input type="checkbox"/> Outdoor business event
<input type="checkbox"/> Bicycle ride	<input checked="" type="checkbox"/> Fundraising event	<input type="checkbox"/> Run/Walk (Distance: _____)
<input type="checkbox"/> Car show	<input checked="" type="checkbox"/> Parade	<input type="checkbox"/> Sidewalk sale/business event
<input checked="" type="checkbox"/> Carnival/Circus	<input type="checkbox"/> Petting zoo	<input checked="" type="checkbox"/> Other: <u>Beer Garden, Food</u>

Purpose of the event:

Annual fundraisler for the Libertyville Civic Center Foundation

General description of the event:

Family friendly 4-day festival with carnival, games, food, music, beer garden, arts & crafts, children's activities and parade.

Admission fee for event: \$ n/a

List organizations receiving proceeds from admissions:

Libertyville Civic Center Foundation

Libertyville Knights of Columbus

Libertyville Junior Woman's Club

EVENT DATE(s): June 13-16, 2024

**Section 5: Services for Special Event**

*Please check all that apply. Also, some services may require a permit or inspection based on the Village's municipal code and the discretion of the contacting departments.*

*Please contact the Village Administrator's office at 847-362-2430 to obtain licenses for the following services:*

- Raffle
- Liquor – *Please check with the Village Administrator's office to see if you are eligible to serve liquor at your event.*
- Food service/vendor(s) – *Health inspections may be required; contact Lake County Health Department*

*Please contact Code Enforcement at 847-918-2020 to obtain necessary permits and to schedule inspections for the following services:*

- Tent  Electrical wiring/generator
- Signs/banners - application and regulations are attached
- Water (hydrant) usage – *Permit required; contact Public Works (847-918-2020)*
- Fireworks – *Permit required; contact Fire Department Administration (847) 362-5664*
- Amplifier
- Car show

Other services not listed above:

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**Section 6: Event Operation**

*Please check all that apply:*

- Portable Restroom Facilities – *Required if no restroom facilities or inadequate number of restroom facilities on-site. The Village requires four portable toilets for up to 200 people, one handicapped portable toilet per location, and two hand-washing stations for up to 400 people.*
- Type(s) of publicity used to promote event: Internet, print materials, radio
- Notification to residents (if disruption to roadways, noise, parking, etc.): Businesses on Church St., Re  
**WASTE REMOVAL IS THE RESPONSIBILITY OF THE EVENT ORGANIZER.**
- Waste removal will be provided by the host site.
- Waste will be removed by the event organizer OR by the contracted waste hauler named below:

Waste Hauler: Groot  
Hauler Address:  
Hauler Phone Number:

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EVENT DATE(s): June 13-16, 2024

**Section 6: Traffic, Security, Medical Services & Fees**

Please check services that will be required for traffic, security and medical needs:

POLICE	FIRE	PUBLIC WORKS
<input checked="" type="checkbox"/> Traffic Control	<input type="checkbox"/> Ambulance	<input checked="" type="checkbox"/> Barricades
<input checked="" type="checkbox"/> Crowd Control	<input type="checkbox"/> Fire suppression	<input type="checkbox"/> Cones
<input checked="" type="checkbox"/> Event Security	<input checked="" type="checkbox"/> Fire inspections	<input checked="" type="checkbox"/> Orange snow fencing
<input checked="" type="checkbox"/> Money escorts		

The number of Police Officers required for adequate traffic control and/or security shall be determined by the Police Department and discussed with the event organizer prior to the event being approved.

**FEES (unless waived by the Mayor and Village Board of Trustees):** It is the responsibility of the applicant to pay all out-of-pocket expenses related to the special event. This includes, but is not limited to: all permit fees, inspection fees, Police, Fire and Public Works personnel hire back fees, equipment rentals and water usage.

**TRAFFIC CONTROL:** Please indicate on the table below all streets requiring road closure and/or removal of on-street parking restrictions.

		STREET NAME	CLOSE TIME	OPEN TIME
<input checked="" type="checkbox"/> Closure	<input type="checkbox"/> Parking	West Church St.	Monday, 6/10 8 p	Monday, 6/17 12
<input checked="" type="checkbox"/> Closure	<input type="checkbox"/> Parking	Broadway	Monday, 6/10 8 p	Sunday, 6/16 8 p
<input type="checkbox"/> Closure	<input checked="" type="checkbox"/> Parking	Church St. Lot	Monday, 6/10 7 a	Sunday 6/18 8 p
<input type="checkbox"/> Closure	<input checked="" type="checkbox"/> Parking	Metra Station	Friday, 6/14 8 pm	Saturday, 6/15 1
<input type="checkbox"/> Closure	<input type="checkbox"/> Parking			

**Section 7: Required Documents, Insurance & Hold Harmless Agreement**

**CERTIFICATE OF INSURANCE:**

All events require a certificate of insurance and a policy endorsement listing the Village of Libertyville as an additional insured. The minimum coverage is \$100,000 per occurrence and \$2,000,000 aggregate. All insurance requirements listed on page 9 and 10 of this application must be included on the certificate of insurance.

**AUTOMOBILE INSURANCE:**

Does this event include use of vehicles?

- YES – Number of vehicles: \_\_\_\_\_  
 NO

Proof of auto insurance is required for all vehicles/drivers used in the event.

**HOLD HARMLESS:**

EVENT DATE(s): June 13-16, 2024

To the fullest extent permitted by law, the undersigned hereby agrees to defend, indemnify and hold harmless the Village of Libertyville, its officials, agents and employees, against injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses (including attorneys' fees), which may in anyway accrue against the Village of Libertyville, its officials, agents and employees, arising in whole or in part or in consequence of the event of 6/13-16, 2024 (date), sponsored by (organization), or which may in anyway result therefore, except that arising out of the sole legal cause of the Village of Libertyville, its officials, agents or employees. The undersigned shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village of Libertyville, its officials, agents and employees, in any such action, the undersigned shall, at its own expense, satisfy and discharge the same.

The invalidity or unenforceability of any of the provisions hereof shall not affect the validity or enforceability of the remainder of this Agreement.

Agreed this 3rd day of November, 2024.

Anne Carlino

Signature



11/3/23

Date

Anne Carlino, Executive Director

Print name and title

Libertyville Civic Center Foundation

Organization

EVENT DATE(s): June 13-16, 2024



**VILLAGE OF LIBERTYVILLE  
INSURANCE REQUIREMENTS AND INDEMNIFICATION**

Requestor (entity requesting use of Village property) shall obtain insurance of the types and in the amounts listed below for the purposes of insuring the Village.

**Commercial General and Umbrella Liability Insurance**

Requestor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location or be a minimum of \$2,000,000.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, athletic participation, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Village shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26 and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Village.

**A. Business Auto and Umbrella Liability Insurance**

If applicable, Licensee shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence/accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01.

**B. Workers' Compensation Insurance**

If applicable, Licensee shall maintain workers' compensation with statutory limits and employer's liability insurance of not be less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.

If the Village has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 or CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Licensee waives all rights against the Village and its officers, officials, employees, volunteers and agents for recovery of damages arising out of, or incident to, the Licensee's use of the premises.

EVENT DATE(s): June 13-16, 2024

C. General Insurance Provisions

1. Evidence of Insurance

Prior to using Village property or facilities, Requestor shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

Failure of the Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of Requestor's obligation to maintain such insurance.

The Village shall have the right, but not the obligation, of prohibiting from occupying the premises until such certificates and endorsements have been placed in complete compliance with these requirements is received and approved by the Village.

Failure to maintain the required insurance may result in termination of the approval for use of Village property or facilities.

Licensee shall provide certified copies of all insurance policies required above within 10 days of the Village's written request for said copies.

2. Acceptability of Insurers

For insurance companies that obtain a rating from A.M. Best, the rating should be no less than A-, VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A-, VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Licensee's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Licensee may be asked to eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

5. Execution

The execution by a broker of any of the documents or endorsements required in this Section shall not be sufficient. All documents or endorsements required herein must be executed by a duly authorized representative of the insurer.

6. Additional Insured

Please include the following verbiage: Village of Libertyville, its officials, employees, agents and volunteers.

BANNER APPLICATION AND REGULATIONS  
FOR COOK PARK

Date: 11/20/23

Name of Organization: Libertyville Civic Center Foundation  
Type of Event: Festival  
Street Address: 135 W. Church St.  
City, Zip: Libertyville, IL 60048  
Phone: 847-918-8880, 847-918-8881  
Applicant's Name: Anne Carlino  
Applicant's Address: See above  
Date of Event: 6/13-6/16/2024

Banners for placement at the approved locations are considered on a first come, first served basis. Should scheduling conflicts occur, the final selection will be made at the discretion of the Village Administrator.

All signs must be delivered to the Village Hall, 118 W. Cook Avenue, by 4:30 p.m. on the Wednesday prior to installation. Banners will be installed on Monday morning unless approved otherwise, and remain posted for one (1) week.

**All banners must be picked up by the applicant at the Village Hall within seven (7) days after completion of the event. The storage of banners by the Village will not be provided. If banners have not been picked-up within fourteen (14) days after the completion of an event, they will be discarded.**

I have read and agree to the terms as indicated above

Anne Carlino  
Signature of Applicant

Initials: ac

11/20/23  
Date

Village of Libertyville  
Cook Park Banner Policy and Specifications

I. **Banner Specifications**

- A. Maximum Size 3' x 12'
- B. Material 13 gauge vinyl – multi-year use or lesser gauge- single use
- C. Hems Double stitched – multi-year use or single stitched – single use
- D. Top of Banner Pole Pocket able to accommodate 1.5" diameter pole
- E. Bottom of Banner (Multi-year use) sewn in webbing with D-rings and corner gussets
- F. Bottom of Banner (Single Use) folded over vinyl corners with grommets

II. **Length of Display**

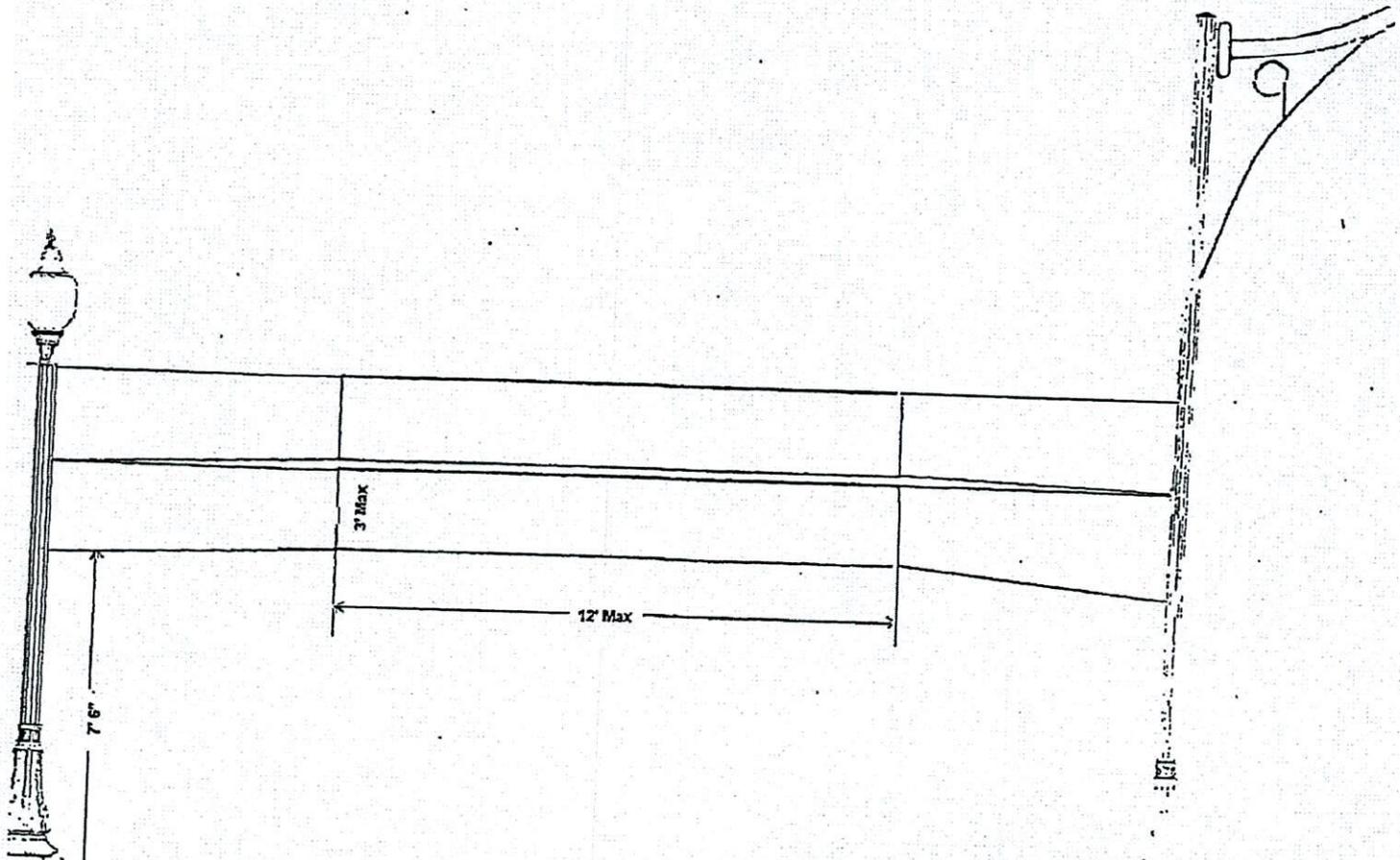
- A. 1 week for 1 day events (maximum)
- B. 2 weeks for longer events (maximum)

III. **Quantity**

- A. 2 banners maximum on poles at the same time.

IV. **Qualifiers**

- A. Community events with approval of the Libertyville Mayor and Village Board.

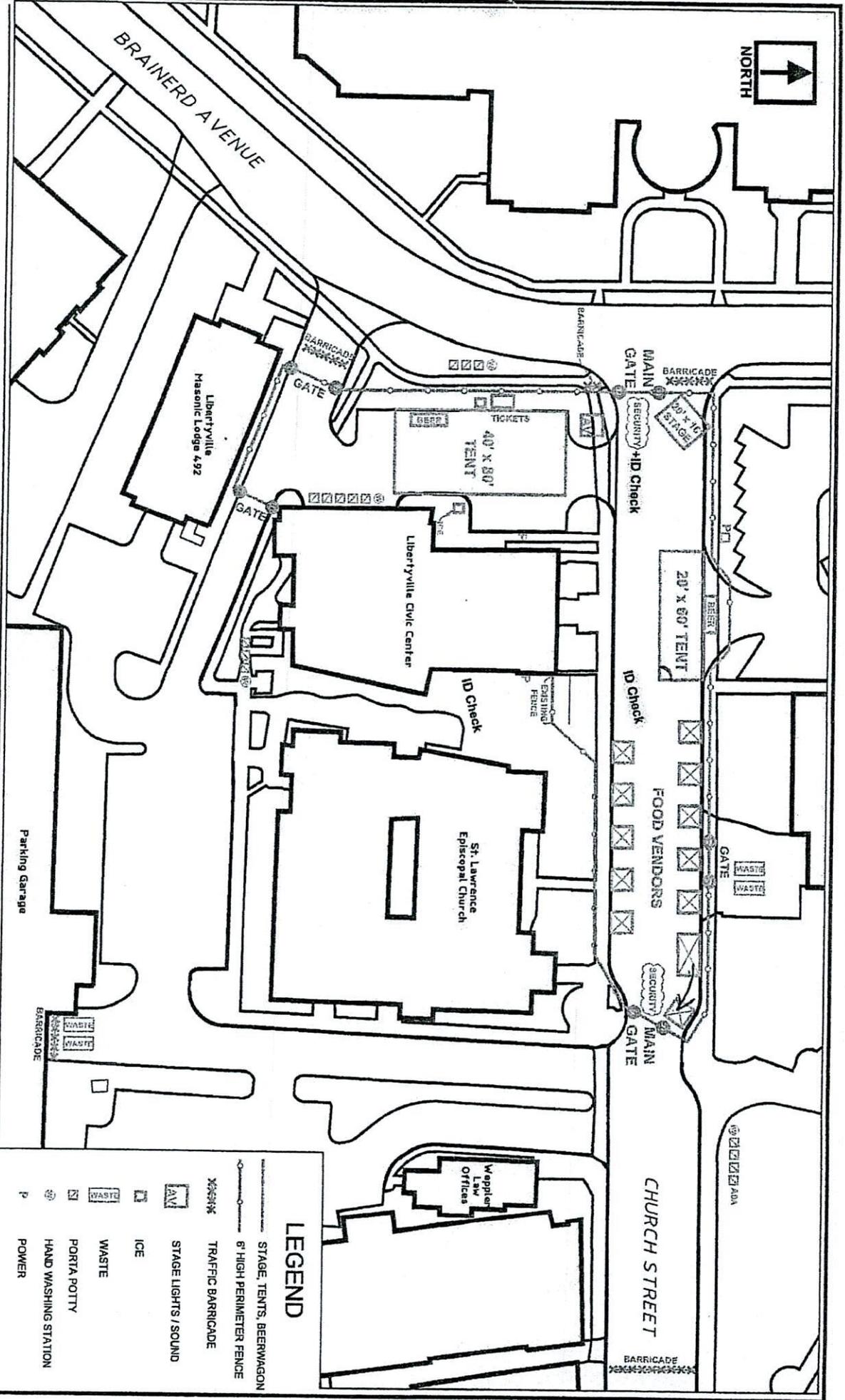


Libertyville

LIBERTYVILLE DAYS FESTIVAL (AS-BUILT OCT 2021)

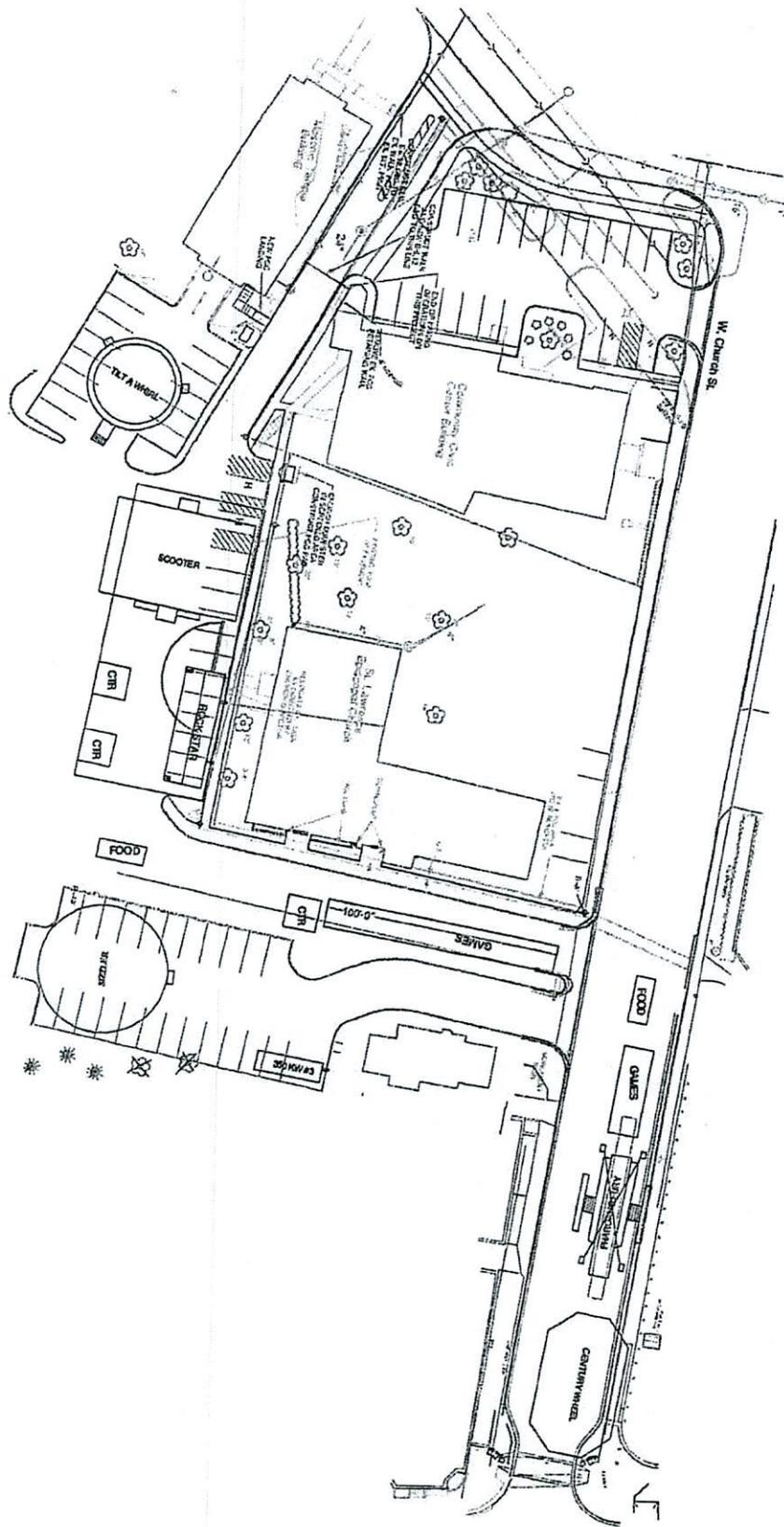
SCALE: 1" = 40'

REV 11/22/21



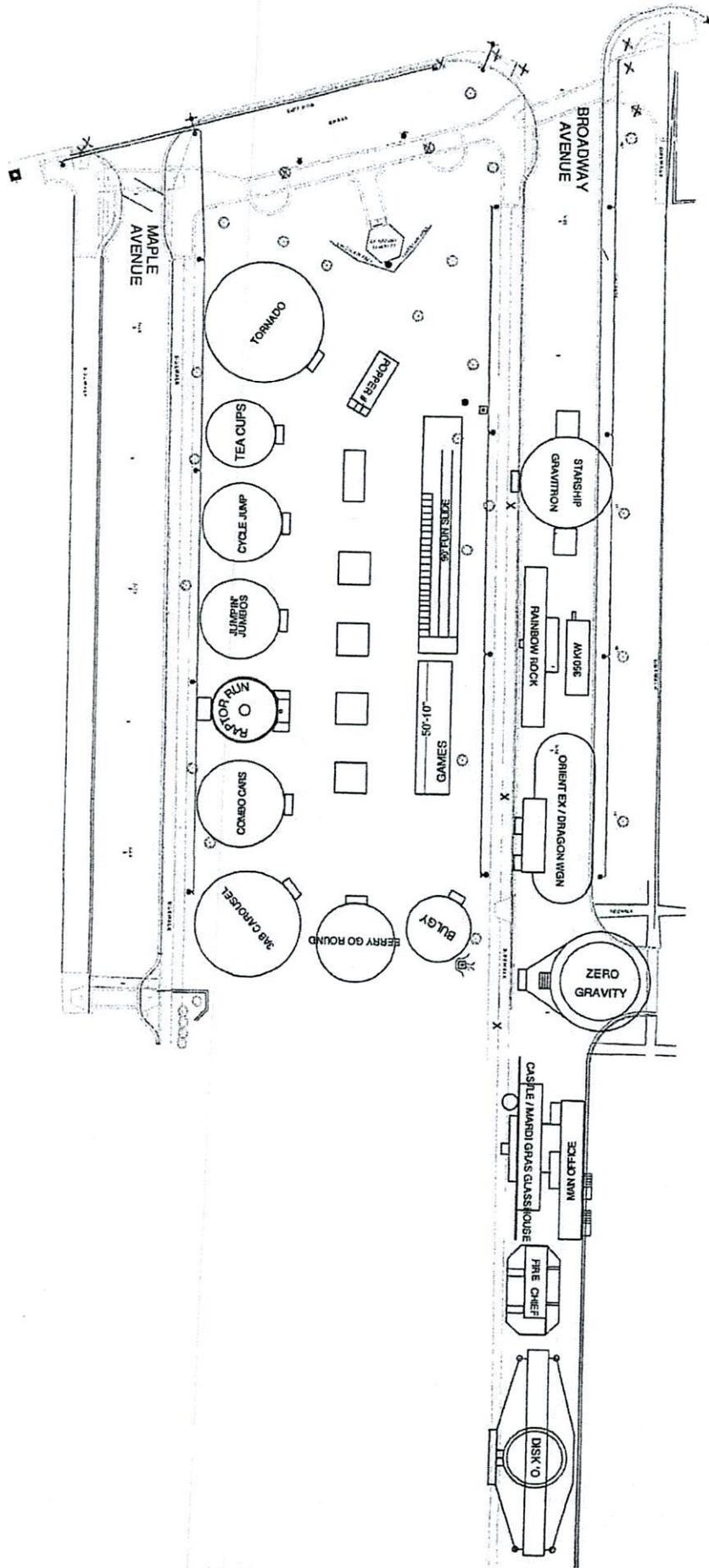
LEGEND

- STAGE, TENTS, BEERWAGON
- 8' HIGH PERIMETER FENCE
- TRAFFIC BARRICADE
- STAGE LIGHTS / SOUND
- ICE
- WASTE
- PORTA POTTY
- HAND WASHING STATION
- POWER



Church St Rides 2023

Sunrise Rotary Park 2023





## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** January 9, 2024

**Agenda Item:** Consideration of a Resolution to Approve a Request for Special Events – MainStreet Libertyville

**Staff Recommendation:** Approve Resolution

**Staff Contact:** Kelly A. Amidei, Village Administrator

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**Background:** MainStreet Libertyville Inc. (MSL) is requesting Village Board approval for their Calendar Year 2024 annual events. The MSL Libertyville events are well attended and bring residents and visitors to our downtown to shop, dine and stay, consistent with the goal to promote Libertyville.

Staff recommends approval of the resolution approving the MainStreet Libertyville 2024 Special Events with the following exceptions:

- 1) In the event temporary banners for MainStreet events are requested in the same week only one of two spots may be reserved for a MSL event. If there is a vacancy in the other spot, two weeks prior it can be utilized by MainStreet allowing them two spots for the week.
- 2) The Oktoberfest event will end at 10 p.m. as opposed to 11 p.m. as requested.
- 3) The additional request of three food trucks associated with the Out to Lunch event will require administrative approval of the location of the trucks prior to the first event in June, 2024.

Attachments:

- 1) List of 2024 MSL events and dates
- 2) Draft Resolution
- 3) MSL request letter



## VILLAGE BOARD AGENDA SUPPLEMENTAL INFORMATION

### 2024 MainStreet Libertyville Events and Dates With Services provided by the Village

- Let's Wine About Winter: February 17, 1:00 p.m. to 4:00 p.m.
  - Banner in Cook Park
  - Traffic Control on Milwaukee (Reimbursed)
  - Pre-Event Walkthrough
- Girls Night Out
  - April 18 and October 17, 2024, 6:00 p.m. to 8:00 p.m.
- First Fridays on MainStreet: March 1, April 5, May 3, June 7, July 5, August 2, September 6, October 4, November 1, Dec 6, 6:00 p.m. to 9:00 p.m.
  - Banner in Cook Park
- Car Fun on 21
  - May 15, June 19, July 17, August 21, September 18 – 6:00-9:00 p.m.
  - Village provides barricade drop-off for street closure
  - Banner in Cook Park
- Farmer's Market: Thursdays, May 31, June 6 through October 17, 2024, 7:00 a.m. to 1:00 p.m.
  - Village provides barricades/cones for drop-off of street closure on Church/Milwaukee and Parking areas
  - Use of Sound System
  - Garbage removal
  - Signs at Village entryways
- Lunch in the Park: Fridays, June 21 through August 16, 2024, 11:00 a.m. to 1:00 p.m.
  - Village provides barricades/cones for drop-off of street closure on Church/Milwaukee
  - Use of Sound System
  - Garbage removal/Use of Toters and Recycling Containers
  - The addition of 3 food trucks (location to be approved at a later date)
- MainSweet Dessert Walk: August 3, 2024, 12:00 p.m. to 3:00 p.m.
- Dickens of a Holiday
  - December 7 and December 14, 2024, 10:00 a.m. to 3:00 p.m.
- Sidewalk Sales: July 19 and 20, 2024, 10:00 a.m. to 5:00 p.m.
  - Banner in Cook Park



## VILLAGE BOARD AGENDA SUPPLEMENTAL INFORMATION

- Small Business Saturday: November 30, 2024, 10:00 a.m. to 5:00 p.m.
  - Banner in Cook Park
- Trick or Treat on Mainstreet: October 25, 2024, 11:00 a.m. to 2:00 p.m.
- Octoberfest: October 20 and 21, 2024, 5:00 p.m. to ~~10~~4:00 p.m.
  - Banner in Cook Park
  - Police Officers for event (reimbursed)
  - Street Lot/Closures-Barricades/Cones/Fencing

RESOLUTION NO. 24-R-

A RESOLUTION APPROVING THE 2024 SPECIAL EVENTS IN THE VILLAGE OF LIBERTYVILLE FOR MAINSTREET LIBERTYVILLE

WHEREAS, MainStreet Libertyville (“*Applicant*”) has filed an application with the Village to host several special events within the Village of Libertyville throughout 2024, as described in greater detail in *Exhibit A* attached to this Resolution (collectively, the “*Proposed Special Events*”); and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interests of the Village to approve the Proposed Special Events, subject to the conditions set forth in this Resolution;

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

SECTION 1: Recitals. The foregoing recitals are hereby incorporated and fully set forth as findings of the Village of Libertyville President and Board of Trustees.

SECTION 2: Approval of Proposed Special Event. The President and Board of Trustees hereby approve the use of the Village-owned properties identified in Exhibit A for the Proposed Special Events.

SECTION 3: Conditions. The Applicant must conduct the Proposed Special Events in accordance with: (a) all conditions and requirements set forth in the specific application filed by the Applicant for the Proposed Special Event; and (b) all additional conditions that may be required by the Village Administrator, in her discretion, as necessary to protect the public health, safety, and welfare.

SECTION 4: Effective Date. This Resolution will be in full force from and after its passage and approval in the manner provided by law.

PASSED this 9<sup>th</sup> day of January, 2024.

AYES:

NAYS:

ABSENT:

APPROVED this 9<sup>th</sup> day of January, 2024.

---

Donna Johnson, Village President

ATTEST:

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Margaret Clark, Village Clerk

EXHIBIT A

DESCRIPTION OF PROPOSED SPECIAL EVENTS



# MainStreet Libertyville, Inc.

*Economic Development Through Historic Preservation*

*A Great American Main Street Award Winner*

December 12, 2023

Ms. Kelly Amidei, Village Manager  
Village of Libertyville  
118 W Cook Avenue  
Libertyville, IL 60048

RE: MainStreet Libertyville Special Event Applications 2024

Dear Kelly,

Enclosed are MainStreet Libertyville's special event applications and sign permit applications for 2024. The certificate of insurance naming the Village of Libertyville as an additional insured is still in progress. Applications are complete for the following events:

- Let's Wine About Winter
- First Fridays
- Girls' Nights Out
- Car Fun on 21
- Farmers Market
- Lunch in the Park
- Sidewalk Sales
- MainSweet Dessert Walk
- Oktoberfest in Libertyville
- Trick or Treat on MainStreet
- Small Business Saturday
- Dickens of a Holiday

150 E. Cook Avenue, Suite #102  
Libertyville, IL 60048  
Phone: (847) 680-0336  
[www.mainstreetlibertyville.org](http://www.mainstreetlibertyville.org)



We are honored and proud to be able to plan a total of 56 days of retail and community activities in downtown Libertyville in 2024. Currently, the Twilight Shuffle 5K and the Libertyville Tour of Homes are paused for review and analysis.

On behalf of the MainStreet Libertyville Board of Directors, staff and volunteers of MainStreet Libertyville, I would like to thank the Mayor, Village Board and Village staff for their continued support for our events. We also recognize and appreciate all the in-kind services the Village of Libertyville extends to MainStreet Libertyville throughout the year.

We look forward to continuing to work in partnership with the Village in 2024.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jennifer Johnson', with a long horizontal flourish extending to the right.

Jennifer Johnson  
Executive Director

enclosures



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** January 9, 2024

**Agenda Item:** Consideration of a Resolution Approving an Agreement with Municipal GIS Partners, Inc. for GIS Support Services

**Staff Recommendation:** Approve Resolution

**Staff Contact:** Ashley Engelmann, Deputy Village Administrator

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**Background:** In March of 2019 the Village entered into a three-year membership agreement with the Geographic Information Systems Consortium (GISC). The GISC board annually determines the rate increase for MGP, the consortium's service provider. For 2024 the rate increase is 3.4%. Each calendar year a Statement of Work setting forth the annual service rates and projected utilization for MGP staff in performing the GIS support services under the agreement is reviewed and approved.

The attached agreement renews the master agreement and sets forth the service rates and projected utilization for MGP staff in a statement of work for the period of January 1, 2024- December 31, 2024. Staff recommends approval of the attached Resolution authorizing the Village Administrator to execute the Master Agreement and supplemental Statement of Work for the 2024 calendar year for a not-to-exceed amount of \$138,054.48.

Attachments:

1. GISC Background Information
2. Resolution
3. Agreement



## VILLAGE BOARD AGENDA SUPPLEMENTAL INFORMATION

### GISC Background Information

The GISC has over 35 member communities and serves over 1 million residents in the Chicagoland region. The GISC's mission is to reduce the cost of GIS for small and medium sized communities. This is done through a shared services model where communities share redundant services such as cloud-based servers and GIS development staff. Additionally, the needs of the GISC communities are often similar allowing for collaboration to solve issues. The Village has received substantial benefit from membership in the GISC through mapping services and projects such as utility data, zoning, addresses, field data collection, community portal, a public tree viewer and stormwater fee analysis.

RESOLUTION 24-R-\_\_\_

A RESOLUTION APPROVING AN AGREEMENT WITH  
MUNICIPAL GIS PARTNERS, INC., FOR GIS SUPPORT SERVICES

WHEREAS, the Village is a member of the GIS Consortium (“*Consortium*”), an organization comprised of municipalities in northeastern Illinois, which Consortium shares the cost of establishing a regional Geographic Information Systems program (“*Program*”); and

WHEREAS, on behalf of its members, the Consortium has selected Municipal GIS Partners, Inc. (“*MGP*”), for the provision of services related to the Program; and

WHEREAS, the Village and MGP desire to enter into a new agreement for GIS Support Services for the one-year period beginning January 1, 2024 (“*Agreement*”); and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Agreement with MGP will serve and be in the best interest of the Village;

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

SECTION 1: Recitals. The foregoing recitals are hereby incorporated and fully set forth as findings of the Village of Libertyville President and Board of Trustees.

SECTION 2: Approval of Agreement. The Board of Trustees hereby approves the Agreement with MGP, in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the Village Administrator and the Village Attorney.

SECTION 3: Execution of Agreement. The Village Administrator is hereby authorized and directed to execute, on behalf of the Village, the Agreement upon receipt by the Village Clerk of at least one original copy of the Agreement executed by MGP; provided, however, that if the executed copy of the Agreement is not received by the Village Clerk within 30 days after the

effective date of this Resolution, then this authority to execute will, at the option of the President and Board of Trustees, be null and void.

SECTION 4: Effective Date. This Resolution will take effect immediately upon its passage and approval as provided by law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Donna Johnson, Village President

ATTEST:

\_\_\_\_\_  
Margaret Clark, Village Clerk

EXHIBIT A  
AGREEMENT

## GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This contract (this “*Contract*”) made and entered into this 1st day of January, 2024 (the “*Effective Date*”), by and between the Village of Libertyville, an Illinois municipal corporation (hereinafter referred to as the “*Municipality*”), and Municipal GIS Partners, Incorporated, 701 Lee Street, Suite 1020, Des Plaines, Illinois 60016 (hereinafter referred to as the “*Consultant*”).

**WHEREAS**, the Municipality is a member of the Geographic Information System Consortium (“*GISC*”);

**WHEREAS**, the Consultant is a designated service provider for the members of GISC and is responsible for providing the necessary professional staffing resource support services as more fully described herein (the “*Services*”) in connection with the Municipality’s geographical information system (“*GIS*”);

**WHEREAS**, the Municipality desires to engage the Consultant to provide the Services on the terms set forth herein; and

**WHEREAS**, the Consultant hereby represents itself to be in compliance with Illinois statutes relating to professional registration applicable to individuals performing the Services hereunder and has the necessary expertise and experience to furnish the Services upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing and of the promises hereinafter set forth, it is hereby agreed by and between the Municipality and the Consultant that:

### SECTION 1 SCOPE OF SERVICES

1.1 Statement of Work. This Contract contains the basic terms and conditions that will govern the overall relationship between the Consultant and the Municipality. The Consultant will provide the Services described in the statement of work attached hereto as *Attachment 1* (“*Statement of Work*”), which shall become a part of and subject to this Contract.

1.2 Supplemental Statements of Work. Any additional services to be performed by the Consultant may be added to this Contract after the Effective Date by the mutual agreement of the parties, which agreement will be evidenced by mutual execution of a Supplemental Statement of Work which shall also be subject to the terms and conditions set forth in this Contract.

1.3 Additional Compensation. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Municipality, the Consultant shall give written notice of its claim within fifteen (15) days after occurrence of such action. Regardless of the decision of the Municipality Manager relative to a claim submitted by the Consultant, all work required under this Contract as determined by the Municipality Manager shall proceed without interruption.

1.4 Contract Governs. If there is a conflict between the terms of this Contract and the Statement of Work or any Supplemental Statement of Work, unless otherwise specified in such Statement of Work, the terms of this Contract shall supersede the conflicting provisions contained in such Statement of Work.

## **SECTION 2 PERFORMANCE OF WORK**

2.1 All work hereunder shall be performed under the direction of the Village Manager or their designee (hereinafter referred to as the “*Municipality Manager*”) in accordance with the terms set forth in this Contract and each relevant Statement of Work.

## **SECTION 3 RELATIONSHIP OF PARTIES**

3.1 Independent Contractor. The Consultant shall at all times be an independent contractor, engaged by the Municipality to perform the Services. Nothing contained herein shall be construed to constitute a partnership, joint venture or agency relationship between the parties.

3.2 Consultant and Employees. Neither the Consultant nor any of its employees shall be considered to be employees of the Municipality for any reason, including but not limited to for purposes of workers’ compensation law, Social Security, or any other applicable statute or regulation.

3.3 No Authority to Bind. Unless otherwise agreed to in writing, neither party hereto has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other.

## **SECTION 4 PAYMENT TO THE CONSULTANT**

4.1 Payment Terms. The Municipality agrees to pay the Consultant in accordance with the terms and amounts set forth in the applicable Statement of Work, provided that:

(a) The Consultant shall submit invoices in a format approved by the Municipality.

(b) The Consultant shall maintain records showing actual time devoted to each aspect of the Services performed and cost incurred. The Consultant shall permit the authorized representative of the Municipality to inspect and audit all data and records of the Consultant for work done under this Contract. The Consultant shall make these records available at reasonable times during this Contract period, and for a year after termination of this Contract.

(c) The service rates and projected utilization set forth in the applicable Statement of Work shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC which shall be reflected in a Supplemental Statement of Work.

(d) Payments to the Consultant shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

(e) The Municipality is a tax-exempt municipality and will provide Consultant with a copy of the Municipality's current sales tax exemption certificate. Consultant shall not charge the Municipality any tax incurred by the Consultant for these Services.

4.2 Service Rates. The fees and/or service rates set forth in the Statement of Work and Supplemental Statement of Work include all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

## **SECTION 5 TERM**

5.1 Initial Term. Subject to earlier termination pursuant to the terms of this Contract, the initial term of this Contract shall commence on the Effective Date and remain in effect for one (1) year (the "***Initial Term***").

5.2 Renewal Terms. The Initial Term may be extended for successive one (1) year periods or for any other period as mutually agreed to in writing and set forth in a Supplemental Statement of Work executed by both parties (each, a "***Renewal Term***").

5.3 Status of this Contract. The expiration of the Initial Term or a Renewal Term shall not terminate or affect the obligations of the Parties to each other under any existing Statement of Work or Supplemental Statement of Work issued pursuant to this Contract, and such Statement of Work or Supplemental Statement of Work shall continue in full force and effect and shall continue to be governed by the terms of this Contract until the expiration or completion of such Statement of Work or Supplement Statement of Work or until such Statement of Work or Supplemental Statement of Work is itself terminated pursuant to this Contract.

## **SECTION 6 TERMINATION OF CONTRACT**

6.1 Voluntary Termination. Notwithstanding any other provision hereof, (a) the Municipality may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work during the Initial Term or any Renewal Term, with or without cause, at any time upon ninety (90) calendar days prior written notice to the Consultant.; (b) the Consultant may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work, with or without cause, at any time upon one hundred eighty (180) calendar days prior written notice to the Municipality; or (c) following the expiration of the Term of this Agreement, and notwithstanding Section 5.3 of this Agreement, either Party may terminate any Statement of Work or any

Supplemental Statement of Work, with or without cause, upon thirty (30) calendar days prior written notice to the other Party.

6.2 Termination for Breach. Either party may terminate this Contract upon written notice to the other party following a material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) days of receipt of written notice of such breach from the non-breaching party.

6.3 Payment for Services Rendered. In the event that this Contract is terminated in accordance with this Section 6, the Consultant shall be paid for services actually performed and reimbursable expenses actually incurred.

6.4 Effect of Termination. Termination of any Statement of Work or Supplemental Statement of Work will have no effect on this Contract. Termination of this Contract will serve to immediately terminate all open Statements of Work and Supplemental Statements of Work, absent a written agreement between the parties otherwise. Termination or expiration of this Contract, any Statement of Work, or any Supplemental Statement of Work will not affect any right or obligation of a party that comes into effect before, upon, or after such termination or expiration, or otherwise survives such termination or expiration, which was incurred by such party prior to such termination or expiration.

## **SECTION 7 CONSULTANT PERSONNEL AND SUBCONTRACTORS**

7.1 Adequate Staffing. The Consultant must assign and maintain during the term of this Contract and any renewal thereof, an adequate staff of competent employees, agents, or subcontractors (“*Consultant Personnel*”) that is fully equipped, licensed as appropriate and qualified to perform the Services as required by the Statement of Work or Supplemental Statement of Work.

7.2 Availability of Personnel. The Consultant shall notify the Municipality as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Consultant Personnel assigned to provide the Municipality with the Services. The Consultant shall have no claim for damages and shall not bill the Municipality for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the time of performance as a result of any such termination, reassigning, or resignation.

7.3 Use of Subcontractors. The Consultant’s use of any subcontractor or subcontract to perform the Services shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Consultant. Consultant shall be fully responsible and assumes liability for the acts and omissions of all subcontractors directly or indirectly employed by, or working at the direction of, the Consultant in the performance of the Services.

7.4 Removal of Personnel and Subcontractors. Municipality may, upon written notice to Consultant, request that any Consultant Personnel be removed or replaced. Consultant shall

promptly endeavor to replace such Consultant Personnel and Municipality shall have no claim for damages for a delay or extension of the applicable Statement of Work as a result of any such removal or replacement.

7.5 Non-Solicitation of Consultant Employees. The Municipality agrees that during the term of this Contract and for a period of one (1) year thereafter, it shall not, directly or indirectly, through any other person, firm, corporation or other entity, solicit, induce, encourage or attempt to induce or encourage any employee of the Consultant to terminate his or her employment with the Consultant or to breach any other obligation to the Consultant. The Municipality acknowledges that the aforementioned restrictive covenant contained in this Section is reasonable and properly required for the adequate protection of the Consultant's business.

## **SECTION 8**

### **ACCOMMODATION OF CONSULTANT PERSONNEL; MUNICIPAL FACILITIES**

8.1 Facilities, Equipment, and Records. The Municipality shall provide the Consultant with adequate and safe office space, furnishings, records, hardware, software and connectivity to fulfill the objectives of the GIS program including, without limitation, the following:

(a) Office space for the Consultant's Personnel. This space should effectively and securely house all required GIS systems, peripherals and support tools. This space must be available during normal business hours;

(b) Furnishings including adequate desk(s), shelving, and seating for the Consultant's Personnel;

(c) Hardware, software, peripherals, internet access, and network connectivity meeting current minimum technical standards, as determined by Consultant from time to time, to perform the program objectives efficiently; and

(d) Any Municipality data or record which is necessary for carrying out the work as outlined in the Contract, Statement of Work or Supplemental Statement of Work.

8.2 Backup and Recovery Systems. The Municipality shall be responsible for installing, operating and monitoring the backup and recovery systems for all the Municipality's GIS assets that permit the Consultant to continue Services within a reasonable period of time following a disaster or outage. The Consultant shall be responsible for installing, operating and monitoring the backup and recovery systems for all Consultant's assets that permit the Municipality to continue accessing the GIS Materials and Services within a reasonable period of time following a disaster or outage.

8.3 Right of Entry; Limited Access. Consultant's Personnel performing Services shall be permitted to enter upon the Municipality's property in connection with the performance of the Services, subject to those rules established by the Municipality. Consent to enter upon a Municipality's facility given by the Municipality shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Municipality. Consultant's Personnel shall have the right to use only those facilities of the Municipality that are necessary to perform the Services and shall have no right to access any other facilities of the Municipality.

8.4 Compliance with Law. The Municipality shall comply with all applicable local, state, and federal laws including those pertaining to safety, harassment, and discrimination.

## **SECTION 9 CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; FOIA**

9.1 Municipal Materials. The Consultant acknowledges and agrees that all trademarks, service marks, logos, tradenames and images provided by or on behalf of the Municipality to the Consultant for use in performing the Services and the GIS database (including files created from the database) created by Consultant hereunder (the “***Municipal Materials***”) are the sole and exclusive property of the Municipality. The Consultant acknowledges that this Contract is not a license to use the Municipal Materials except as needed to perform the Services hereunder.

9.2 Third-Party Materials. If applicable, to the extent the Consultant has agreed to obtain and/or license Third-Party Materials on behalf of Municipality, the Consultant shall obtain a license for Municipality to use the Third-Party Materials as part of the Services for the purpose specified in the applicable Statement of Work. “***Third-Party Materials***” shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Consultant for the benefit of the Municipality.

9.3 GISC Materials. It is expressly understood that, excluding the Municipal Materials and Third-Party Materials, all members of GISC and the Consultant may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Consultant in providing Services hereunder (the “***GISC Materials***”).

(a) The Consultant hereby grants the Municipality a limited, personal, nontransferable, non-exclusive license to use the GISC Materials solely for the purpose of and in connection with the Municipality’s GIS. Upon expiration or termination of this Contract, or at such time the Municipality is no longer a member of GISC or in breach of its obligations hereunder, the Municipality shall not be entitled to or granted a license in future enhancements, improvements or modifications in the GISC Materials. The Municipality may grant a sublicense to a third party that the Municipality engages to maintain or update the GISC Materials in connection with the Municipality’s GIS; provided that such third party agrees in writing to be bound by the license restrictions set forth in this Contract.

(b) The Municipality acknowledges that the Consultant is in the business of providing staffing resource support services and that the Consultant shall have the right to provide services and deliverables to third parties that are the same or similar to the services that are to be rendered under this Contract, and to use or otherwise exploit any GISC Materials in providing such services.

9.4 Confidential Information. In the performance of this Contract, the Consultant may have access to or receive certain information in the possession of the Municipality that is not generally known to members of the public (“***Confidential Information***”). The Consultant acknowledges that Confidential Information includes, but is not limited to, proprietary

information, copyrighted material, educational records, employee data, financial information, information relating to health records, resident account information, and other information of a personal nature. Consultant shall not use or disclose any Confidential Information without the prior written consent of the Municipality. Consultant will use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any Confidential Information received from or on behalf of the Municipality. Upon the expiration or termination of this Contract, Consultant shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Municipality along with all copies thereof in its possession including copies stored in any computer memory or storage medium. The term “Confidential Information” does not include information that (a) is or becomes generally available to the public other than as a result of a breach of this Contract by the Consultant; (b) was in the Consultant’s or Consultant Personnel’s possession on a non-confidential basis from any source other than the Municipality, which source, to the knowledge of the Consultant, is entitled to disclose such information without breach of any obligation of confidentiality; (c) is independently developed by the Consultant without the use of or reference to, in whole or in part, any Confidential Information; (d) required to be disclosed pursuant to a court order issued by a court having jurisdiction thereof (subject to Section 9.5); or (e) information subject to disclosure under FOIA (as defined below in Section 9.6). For avoidance of doubt, it is agreed that the GISC Materials shall not be considered Confidential Information.

9.5 Dissemination of Confidential Information. Unless directed by the Municipality, Consultant shall not disseminate any Confidential Information. If Consultant is presented with a request for documents by any administrative agency or with a subpoena *duces tecum* regarding any Confidential Information which may be in Consultant's possession as a result of Services provided under this Contract, unless prohibited by law, Consultant shall immediately give notice to the Municipality with the understanding that the Municipality shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Consultant shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Consultant shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Consultant under this Contract.

9.6 Freedom of Information Act Requests. Within four (4) business days after the Municipality’s Notice to the Consultant of the Municipality’s receipt of a request made pursuant to the Illinois Freedom of Information Act (ILCS 140/1 et seq. – herein “FOIA”), the Consultant shall furnish all requested records in the Consultant’s possession which are in any manner related to this Contract or the Consultant’s performance of the Services, including but not limited to any documentation related to the Municipality and associated therewith. The Consultant shall not apply any costs or charge any fees to the Municipality or any other person, firm or corporation for its procurement and retrieval of such records in the Consultant’s possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Consultant shall defend, indemnify and hold harmless the Municipality including its several departments and including its officers and employees and shall pay all of the Consultant’s Costs associated with such FOIA request or requests including Costs arising from the Consultant’s failure or alleged failure to timely furnish such documentation and/or arising from the Consultant’s failure or alleged failure otherwise to comply with the FOIA, whether or not associated with the Consultant’s and/or

the Municipality's defense of any litigation associated therewith. In addition, if the Consultant requests the Municipality to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Consultant shall pay all Costs in connection therewith. As used herein, "in the Consultant's possession" includes documents in the possession of any of the Consultant's officers, agents, employees and/or independent contractors; and "Costs" includes but is not limited to attorneys' fees, witness fees, filing fees and any and all other expenses — whether incurred by the Municipality or the Consultant.

9.7 News Releases. The Consultant may not issue any news releases without prior approval from the Municipality Manager nor will the Consultant make public proposals developed under this Contract without prior written approval from the Municipality Manager.

9.8 Survive Termination. The provisions of Section 9.1 and 9.4 through and including 9.8 shall survive the termination of this Contract.

## **SECTION 10 LIMITATION OF LIABILITY**

10.1 THE REPRESENTATIONS SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. UNDER NO CIRCUMSTANCES SHALL EITHER THE CONSULTANT OR THE MUNICIPALITY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST SALES OR PROFITS, IN CONNECTION WITH THIS CONTRACT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **SECTION 11 CONSULTANT WARRANTY; INDEMNIFICATION; INSURANCE**

11.1 Warranty of Services. The Consultant warrants that the Services shall be performed in accordance with industry standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of the Effective Date.

11.2 Indemnification. The Consultant shall indemnify and save harmless the Municipality and its officers, employees, and agents from and against any and all loss, liability and damages of whatever nature, including Workmen's Compensation claims by Consultant's employees, in any way resulting from or arising out of the intentional, willful and wanton, negligent and/or gross negligent actions or omissions of the Consultant, the Consultant's employees and agents.

11.3 Insurance. The Consultant must procure and maintain, for the duration of this Contract, insurance as provided in **Attachment 2** to this Contract.

11.4 No Personal Liability No official, director, officer, agent, or employee of any party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Contract or because of its or their execution, approval or attempted execution of this Contract.

## SECTION 12 GENERAL PROVISIONS

12.1 Equal Employment Opportunity Clause. In the event of the Consultant's non-compliance with the provisions of this Section 12.1 or the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, as it may be amended from time to time, and any successor thereto (the "**Act**"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Consultant agrees as follows:

(a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, the Consultant will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

(b) That, if the Consultant hires additional employees in order to perform this Contract or any portion of this Contract, the Consultant will determine the availability (in accordance with 44 Ill. Admin. C. 750.5, *et seq.*, as it may be amended from time to time, and any successor thereto (the "**Applicable Regulations**")) of minorities and women in the areas from which the Consultant may reasonably recruit and the Consultant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

(c) That, in all solicitations or advertisements for employees placed by the Consultant or on the Consultant's behalf, the Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

(d) That the Consultant will send to each labor organization or representative of workers with which the Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant's obligations under the Act and the Applicable Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in the Consultant's efforts to comply with the Act and the Applicable Regulations, the Consultant will promptly notify the Illinois Department of Human Rights (the "**Department**") and the Municipality and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

(e) That the Consultant will submit reports as required by the Applicable Regulations, furnish all relevant information as may from time to time be requested by the Department or the Municipality, and in all respects comply with the Act and the Applicable Regulations.

(f) That the Consultant will permit access to all relevant books, records, accounts and work sites by personnel of the Municipality and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

(g) That the Consultant will include verbatim or by reference the provisions of this Section 12.1 in every subcontract awarded under which any portion of the Contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Contract, the Consultant will be liable for compliance with applicable provisions of this Section 12.1 by subcontractors; and further the Consultant will promptly notify the Municipality and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

12.2 No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

12.3 Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

12.4 Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with all conditions of any federal, state, or local grant received by Municipality or Consultant with respect to this Contract or the Services.

12.5 Assignments and Successors. This Contract and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that

no assignment, delegation or subcontracting shall be made without the prior written consent of the Municipality.

12.6 Severability. The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

12.7 Third Party Beneficiary. No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than the Consultant shall be made or be valid against the Municipality.

12.8 Waiver. No waiver of any provision of this Contract shall be deemed to or constitute a waiver of any other provision of this Contract (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Contract.

12.9 Governing Laws. This Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall reside in Cook County, Illinois.

12.10 Headings. The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

12.11 Modification or Amendment. This Contract constitutes the entire Contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment or Supplemental Statement of Work duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof.

12.12 Attachments. Attachments 1 and 2 are attached hereto, and by this reference incorporated in and made a part of this Contract. In the event of a conflict between any Attachment and the text of this Contract, the text of this Contract shall control.

12.13 Rights Cumulative. Unless expressly provided to the contrary in this Contract, each and every one of the rights, remedies, and benefits provided by this Contract shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

12.14 Good Faith Negotiation. Before commencing any legal action, the parties agree to enter into good faith negotiations to resolve any controversy, claim, or dispute (“*Dispute*”). Such good faith negotiations shall commence promptly upon a party’s receipt of notice of any Dispute from the other party and continue for a period of fourteen (14) days or any period of time as mutually agreed upon.

12.15 Notices. All notices, reports and documents required under this Contract shall be in writing (including prepaid overnight courier, electronic transmission or similar writing) and shall

be given to such party at its address or e-mail address set forth below, or at such other address or e-mail address as such party may hereafter specify from time to time. Each such notice shall be effective (i) if given by first class mail or prepaid overnight courier, when received, or (ii) if sent to an e-mail address, upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment).

If to Municipality: Village of Libertyville  
118 W Cook Ave  
Libertyville, IL 60048  
Attention: Ashley Engelmann  
E-mail: aengelmann@libertyville.com

If to Consultant: Municipal GIS Partners, Incorporated  
701 Lee Street, Suite 1020  
Des Plaines, IL 60016  
Attention: Thomas Thomey  
E-mail: tthomey@mgpinc.com

12.16 Force Majeure. No party to this Contract shall be responsible or liable for, or deemed in breach hereof because of, any delay in the performance of its respective obligations under this Contract to the extent that such delay is due substantially to circumstances beyond the party's reasonable control and without the fault or negligence of the party experiencing such delay. Such circumstances may include, but are not limited to, any act of God, fire or other casualty, epidemic, quarantine, "stay home" or similar order, strike or labor dispute, embargo, war or violence, act of terrorism, or any law, order, proclamation, ordinance, demand, requirement, action or inaction of any national, state, provincial, local, or other government or governmental agency (each, a "**Force Majeure**"). Upon the occurrence of a Force Majeure, the party experiencing the Force Majeure shall notify the other party in writing immediately following such Force Majeure, but in no case later than three (3) business days after such party becomes aware of the occurrence of the Force Majeure. The written notification shall provide a reasonably detailed explanation of the Force Majeure.

12.17 Counterpart Execution. This Contract, Statement of Work or any Supplemental Statement of Work may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

12.18 Tort Immunity Defenses. Nothing contained in the Contract is intended to constitute, and nothing in the Contract will constitute, a waiver of the rights, defenses, and immunities provided or available to the Municipality under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 et seq. or any other applicable State law.

**[REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the undersigned have placed their hands and seals hereto as of the date first above written.

ATTEST:

**VILLAGE OF LIBERTYVILLE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

**CONSULTANT: MUNICIPAL GIS  
PARTNERS, INCORPORATED**

By: Donna J. Thomey  
Name: Donna Thomey  
Its: Management Support Specialist

By: Thomas A. Thomey  
Name: Thomas A. Thomey  
Its: President

**Attachment 1**

**Statement of Work  
to  
GIS Consortium Service Provider Contract**

(see attached)

**Attachment 2**

**Insurance  
to  
GIS Consortium Service Provider Contract**

(see attached)



## Attachment 1 - Statement of Work

To GIS Consortium Service Provider Contract

### About Municipal GIS Partners (MGP)

MGP (the Consultant) is the Service Provider to the GIS Consortium (GISC). It is necessary that each GISC member enter into an annual agreement with the Consultant (GISC Service Provider) to maintain their standing as a GISC member.

GISC Membership includes:

- Complete GIS program staffing with technology cost distribution across GISC members
- User and license access to all membership solutions and products
- Access to and participation in collaborative opportunities to share ideas and solutions

The Included Services section below expands on services provided by this agreement.

### General Purpose

The Consultant will perform all or part of the Village of Libertyville (the Municipality) geographic information system (GIS) management, development, operation, and maintenance as directed by the Municipality. In addition to supporting the GIS program, the Consultant will identify opportunities for continued program development and enhancement.

### Program Staffing

The Consultant provides all the requisite staffing and skillsets required to manage the Municipality program including:

- Technical professionals assigned directly to the Municipality
- Advanced technical support staff for analysis, system integration, and escalation
- Systems analysts for ensuring product, solution, and infrastructure performance
- Professional program managers for ensuring service levels

### Direct Program Hours

Services related to the direct management, development, operation, and maintenance of the Municipality program required to support the system

### Team Access During Normal Working Hours

The Consultant typically works Monday through Friday 8:00AM to 5:00PM. The Municipality has direct access to the staff assigned to the Municipality. Alternatively, the Municipality can call the Consultant's general telephone number or submit an email to Consultant's service desk for service.

### Emergency Event Support

The Consultant will support Municipality emergency events within a reasonable timeframe of notification and work to staff the event for its duration. These services are not limited to normal business hours.

The Service Level section below expands on the program staffing services included in this agreement.

### **Staffing Allocation**

Pursuant to the GISC membership agreement and bylaws all members must contract for a service level consistent with the allocation practices as prescribed by the GISC. The direct program staffing allocation for the Municipality for this agreement period is:

**Agreement Period: January 1, 2024, through December 31, 2024**

**Direct Program Hours: 989.00**

**Onsite presence: Average of 9.27 days per month; estimated based upon 90 percent of the direct program hours, provided the Municipality and Consultant shall consult with each other in good faith from time to time on the advisability of flexible work arrangements whereby the program hours may be completed off-site, particularly in circumstances where the assigned staff and program are meeting or exceeding expectations.**

### Fees and Expenses

The fee for the staffing allocation set forth above is **\$11,504.54** per month. The total contract value for the agreement period is **\$138,054.48**. Such fee does not include taxes or any reimbursable out-of-pocket expenses that may be incurred by the Consultant.

### **Included Services**

This section identifies the professional staffing, products and solutions, and business structures included in this service agreement. The Municipality is responsible for identifying and prioritizing the aspects of the services that are most important. The Consultant is responsible for implementing those priorities and communicating progress.

### **Staffing and Program Management**

The Consultant provides the required staffing and organization with the skills and expertise to manage, develop, and maintain the system per the Municipality's priorities which includes GISC shared infrastructure, platforms, products and solutions. Services include:

1. Program consulting and reporting with all Municipality departments
2. Data creation, management, and quality control
3. Project identification, management, and delivery
4. Shared solution implementation

5. ERP and department system GIS integration
6. User training and onboarding
7. Resource management and scheduling

## **Data Management**

The Consultant is responsible for managing the GIS and related data based on priorities as directed by the Municipality.

### Primary Layers:

Addresses, parcels, buildings, streets, railroads, water utilities, sewer utilities, municipal boundary, zoning districts, planned unit developments, variances, TIF districts, special use permits, annexations, signs, trees, recreation areas, bike paths, water features, school districts, emergency response boundaries, refuse collection, and legislative districts.

### Municipality Priority Layers

The Consultant's local government data model has over 260 standard layers. Included in this service is the identification, creation, and management of layers as directed by the Municipality.

### Data Quality

One of the primary accountabilities of the Consultant is to ensure that Primary and Municipality Priority layers are of high-quality. Practices employed include:

1. Daily data quality reporting and alerting
2. Mistake proofing databases, processes, and productivity tools
3. Address Verification to identify discrepancies between Municipality ERP and department systems
4. Utility system integrity leveling for completeness, field accuracy and timeliness
5. Formation and support of key data stakeholder teams
6. Data management documentation for Municipality layers

## **Products and Solutions**

GISC Membership includes unlimited access to the products and solutions developed by the Consultant for the GISC and its members. The Consultant is accountable for:

1. Collaboration with third party vendors and partners
2. Deploying shared solutions for the Municipality
3. Identifying and communicating new solution opportunities
4. Managing existing solutions to agreed service levels
5. Infrastructure monitoring, alerting and mitigation
6. Patching, updating, and securing shared infrastructure
7. Researching and evaluating opportunities for development
8. Resource planning and scheduling
9. Scalability planning and right sizing
10. Technical documentation
11. Testing and quality certification

### Solution List

The following are the primary products and solutions provided by the Consultant through membership in the GISC:

1. **Address Pre-Check:** A tool to standardize address data in Municipality systems and workflows.
2. **Address Verification:** A product to assess and score community address quality across department systems.
3. **Asset Management and Manager Dashboards:** A solution that enables the Municipality to manage and visualize infrastructure data and maintenance
4. **Community Map Viewer:** A publicly accessible map viewer designed for residents and businesses
5. **Community-Portal:** An address-based portal that integrates and organizes department data for staff, residents, and local businesses
6. **Financial Forecasting:** A tool to project future infrastructure replacement costs
7. **Local Government Data Model:** A database standard developed for, and in partnership, with members of the GISC
8. **myGIS:** A secure staff accessible mapping system to discover and analyze all Municipality GIS data
9. **Story Maps:** A customizable web application to communicate information to the public in a simple and meaningful way
10. **Utility Leveling:** A data quality measurement system to access the ability of utility data to support local government business processes

### Service Level Agreement

The Consultant is responsible for managing the quality and availability of GISC infrastructure and solutions. These parameters are determined by GISC Board policy and included in these services.



## Attachment 2 - Insurance

### To GIS Consortium Service Provider Contract

#### Consultant's Insurance

Consultant shall procure and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

- A. Minimum Scope of Insurance: Coverage shall be at least as broad as:
1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026.
  2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto" with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement.
  3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance (the policy shall include a 'waiver of subrogation').
- B. Minimum Limits of Insurance: Consultant shall maintain limits no less than:
1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
  2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
  3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Municipality. At the option of the Municipality, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Municipality, its officials, agents, employees and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages: The Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Municipality, its officials, agents, employees and volunteers.
2. The Consultant's insurance coverage shall be primary as respects the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the Municipality, its officials, agents, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers.
4. The Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant shall be required to name the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers as additional insureds
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The Consultant and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Municipality. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*. Consultant agrees to indemnify and defend the Municipality from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Municipality may sustain as a result of personal injury claims by Consultant's employees, except to the extent those claims arise as a result of the Municipality's own negligence.

E. All Coverages: Each insurance policy required by this paragraph shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Municipality.

- F. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.
  
- G. Verification of Coverage: Consultant shall furnish the Municipality with certificates of insurance naming the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Municipality before any work commences. The Municipality reserves the right to request full certified copies of the insurance policies and endorsements.

## 2023 Top Accomplishments

In 2023, Libertyville's GIS Program achieved significant milestones and progress across various priority areas. The Water Utility Project saw an increase in staff confidence and system utilization, with a village-wide GIS review at 100% completion and ongoing as-built integration for water asset maintenance. Capital Improvement Planning support successfully enhanced transparency to residents, with several new projects published on the village website. MGP partnered with staff on the Water Service Inventory Reporting and supported reporting the water service line material inventory to the IEPA to meet state mandates. Additionally, the GIS program supported address standardization across enterprise systems to contribute to department efficiencies.

## 2024 Goals

Looking ahead to 2024, the utility project will continue to support staff inventory and maintenance activities with a new focus on the sewer system. MGP will continue to partner with Libertyville on support for the water service line inventory, ensuring staff have resources to identify, plan, and budget for the replacement of lead service lines to meet state law requirements. MGP will seek opportunities to improve special event support to further enhance community engagement events, and document management efforts will expand in scope to include accessibility to subdivisions and easements. MGP will continue to standardize addresses and optimize batch processing with regular stakeholder meetings for BS&A workflows. These efforts align with Libertyville's commitment to efficient, transparent, and well-managed services for its residents and businesses.



## VILLAGE BOARD AGENDA SUPPLEMENT

<b>Meeting Date:</b>	January 9, 2024
<b>Agenda Item:</b>	Public Hearing Concerning the Intent of the President and Board of Trustees to Sell Not to Exceed \$9,500,000 General Obligation Bonds (Waterworks and Sewerage System Alternate Revenue Source) to Pay the Costs of Improving the Stormwater Portion of the Waterworks and Sewerage System of the Village to Alleviate Flooding in the Village
<b>Staff Recommendation:</b>	Conduct Public Hearing
<b>Staff Contact:</b>	Denise Joseph, Director of Finance

---

**Background:** Pursuant to the requirements of the Bond Issue Notification Act (30 ILCS 352), the Village of Libertyville is required to hold a public hearing prior to the sale of General Obligation Alternate Revenue Bonds. As per the Act, a notice regarding this hearing was placed in the *Daily Herald* on December 20, 2023, which is not less than seven days nor more than 30 days before the date of this hearing. Furthermore, a copy of the notice and the current meeting have been posted at the principal office of the Village Board for a continuous period of at least 48 hours prior to this hearing.

Pursuant to Ordinance 23-O-76, adopted on December 12, 2023, the Village Board of Trustees authorized staff to proceed with the sale of alternate revenue bonds to finance the completion of the Rockland Road Corridor and Highlands Subdivision Phase 2 flood reduction projects, along with the first year of the final design engineering for the Copeland Manor flood reduction program. The ordinance adopted on December 12, 2023 authorizes the issuance of bonds in an amount not to exceed \$9,500,000, which is a slightly higher sizing in the event the bonds are purchased at a premium. The Village plans to issue bonds for a term of 15 years in a competitive sale format.

All persons desiring to be heard may present written or oral testimony at this time related to the intention of the Village Board to sell General Obligation Limited Tax Bonds.



## VILLAGE BOARD AGENDA SUPPLEMENT

- Meeting Date:** January 9, 2024
- Agenda Item:** An Ordinance Waiving the Formal Bidding Requirements of The Village's Purchasing Manual and Approving A Contract With Hezcorp Construction Services, Inc., for Construction Management Consulting Services Related to the Renovation of Fire Station No. 2 Facilities
- Staff Recommendation:** Approve Ordinance
- Staff Contact:** Kelly A. Amidei, Village Administrator  
Michael Pakosta, Fire Chief
- 

**Background:** At the August 8, 2023 Village Board meeting, the Board approved Resolution #23-R-136 approving a Professional Services Agreement with the Hezner Corporation for architectural services for the Fire Station #2 Bathroom remodeling project. The architectural drawings are now substantially complete and it is time to move forward with the construction phase of the project.

Due to the size of this project, it is recommended that a waiver of bids is the most efficient process for completing the remodeling project. Hezcorp Construction Services is able to provide the management and construction of the project for \$359,145.00. The Village's Capital Improvement Plan and 23-24 Budget includes \$255,000.00 in the Public Building Improvement Fund based on a prior estimate of work. The increased cost of the project provides for the optimal layout following the architectural design process in order to maximum the effectiveness of the Fire Station living quarters.

Due to the fact that the project is over this year's budget, it will be spread over two budget years in order to accommodate the overage. The final cost of the project including architectural services will be \$383,720.00.

Attachments:

1. Ordinance
2. Contract

VILLAGE OF LIBERTYVILLE

**ORDINANCE 24-O-\_\_**

AN ORDINANCE WAIVING THE FORMAL BIDDING REQUIREMENTS OF THE  
VILLAGE'S PURCHASING MANUAL AND APPROVING A CONTRACT WITH  
HEZCORP CONSTRUCTION SERVICES, INC., FOR  
CONSTRUCTION MANAGEMENT CONSULTING SERVICES RELATED TO THE  
RENOVATION OF FIRE STATION NO. 2 FACILITIES

---

Adopted by the  
President and Board of Trustees  
of  
the Village of Libertyville  
Lake County, Illinois  
This \_\_ day of January, 2024.

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Published in pamphlet form by  
Direction and authority of the  
Village of Libertyville  
Lake County, Illinois  
This \_\_ day of January, 2024.

AN ORDINANCE WAIVING THE FORMAL BIDDING REQUIREMENTS OF THE VILLAGE'S PURCHASING MANUAL AND APPROVING A CONTRACT WITH HEZCORP CONSTRUCTION SERVICES, INC., FOR CONSTRUCTION MANAGEMENT CONSULTING SERVICES RELATED TO THE RENOVATION OF FIRE STATION NO. 2 FACILITIES

WHEREAS, the Village desires to renovate the toilet, shower, and related bunk room facilities at Village Fire Station No. 2, located at 201 West Golf Road in the Village ("**Project**"); and

WHEREAS, Hezner Corporation, of Libertyville, Illinois ("**Consultant**"), previously provided design services for the Project; and

WHEREAS, the Village now desires to retain a professional construction management firm to provide construction management services for the Project ("**Services**"); and

WHEREAS, Hezcorp Construction Services, Inc., of Libertyville, Illinois ("**Hezcorp**"), an affiliate of the Consultant, has submitted a proposal for the provision of the Services for the public bidding and contract award and construction phases of the Project, in the amount of \$359,145.00 ("**Proposal**"); and

WHEREAS, the Village and Hezcorp desire to enter into an agreement for the provision of the Services by Hezcorp in accordance with the Proposal ("**Agreement**"); and

WHEREAS, the President and Board of Trustees have determined that it will be in the best interest of the Village and its residents to waive the formal competitive bidding requirements for the Services, and to enter into the Agreement with Hezcorp;

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

SECTION 1: Recitals. The foregoing recitals are hereby incorporated and fully set forth as findings of the Village of Libertyville President and Board of Trustees.

SECTION 2: Waiver of Bidding Requirements. The advertising and bidding requirements for the provision of the Services are hereby waived in accordance with the Village's Purchasing Manual and Section 8-9-1 of the Illinois Municipal Code, 65 ILCS 5/8-9-1.

SECTION 3: Approval of Agreement. The Board of Trustees hereby approves the Agreement with Hezcorp for the provision of the Services, in the amount of \$359,145.00, in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the Village Administrator and the Village Attorney.

SECTION 4: Execution of Agreement. The Village Administrator is hereby authorized and directed to execute, on behalf of the Village, the Agreement upon receipt by the Village Clerk of at least one original copy of the Agreement executed by Hezcorp; provided, however, that if the executed copy of the Agreement is not received by the Village Clerk within 30 days after the effective date of this Ordinance, then this authority to execute will, at the option of the President and Board of Trustees, be null and void.

SECTION 5: Effective Date. This Resolution will be in full force and effect from and after its passage, by a vote of two-thirds of the Board of Trustees, and approval in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Donna Johnson, Village President

ATTEST:

\_\_\_\_\_  
Margaret Clark, Village Clerk

EXHIBIT A  
AGREEMENT

# AIA<sup>®</sup> Document A134<sup>™</sup> – 2019

## **Standard Form of Agreement Between Owner and Construction Manager as Constructor** where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price

AGREEMENT made as of the 9th day of January in the year 2024

*(In words, indicate day, month, and year.)*

**BETWEEN** the Owner:

*(Name, legal status, address, and other information)*

The Village of Libertyville  
118 W. Cook Avenue  
Libertyville, IL 60048  
847-362-2430 - Kelly Amidei - Village Administrator

and the Construction Manager:

*(Name, legal status, address, and other information)*

Hezcorp Construction Services, Inc.  
678 Broadway Street, Suite 100  
Libertyville, IL 60048  
Phone: 847-918-3800 x110 - Kurt Hezner

for the following Project:

*(Name, location, and detailed description)*

The Construction of the Renovation of Fire Station No. 2 Toilet/Shower Facilities Project at 201 W. Golf Road, Libertyville, IL 60048

The Architect:

*(Name, legal status, address, and other information)*

The Hezner Corporation  
678 Broadway Street, Suite 100  
Libertyville, IL 60048  
847-918-3800

The Owner and Construction Manager agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201<sup>™</sup>-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")* The Agreement is based on the selected G1.0 concept outlined in Schematic Design Services Prepared Planning and Opinion of Probable Project Costs dated 9/29/2023.

s 1.1.1 The Owner's program for the Project, a described in Section 4.1.1:  
Was developed during Architectural Schematic Design Services and is represented in G1.0 Concept Planning and Opinion of Project Probable Costs.

Per the Construction Documents Scope of Work

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

The project consists of a 1,300 s.f. Remodeling of Fire Station No. 2 Toilet/Shower and Related Bunk Room Facilities for the Libertyville Fire Department at 201 W. Golf Road, Libertyville, IL.

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§ 1.1.3 The Owner's budget for the Contract Sum, as defined in Section 2.4:  
(Provide total and, if known, a line item breakdown.)

Construction and Equipment Costs - \$359,145.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Completion of Construction Documents - January 15, 2024

Completion of Public Bid - March 7, 2024

.2 Construction commencement date:

March 19, 2024

.3 Substantial Completion date or dates, if not established in this Agreement under Section 3.3.1.3:

June 17, 2024

.4 Other milestone dates:

None

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:  
(Identify any requirements for fast-track scheduling or phased construction.)

None

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:  
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234™-2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234™-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective. None

§ 1.1.7 Other Project information:  
(Identify special characteristics or needs of the Project not provided elsewhere.)

None

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§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:  
(List name, address, and other contact information.)

Mike Pakosta  
Fire Chief  
Libertyville Fire Department  
1551 N. Milwaukee Avenue  
Libertyville, IL 60048

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:  
(List name, address and other contact information.)

Patricia Green - Architect  
The Hezner Corporation, Inc.  
678 Broadway Street, Suite 100  
Libertyville, IL 60048  
847-918-3800 x112

§ 1.1.10 The Owner shall retain the following consultants and contractors:  
(List name, legal status, address, and other contact information.)

.1 Architects

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

.2 Civil Engineer:

None Required

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

None

§ 1.1.11 The Architect's representative:  
(List name, address, and other contact information.)

Kurt Hezner  
The Hezner Corporation  
678 Broadway Street, Suite 100  
Libertyville, IL 60048  
847-918-3800 x110

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§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:  
(List name, address, and other contact information.)

Keith Schodin  
Hezcorp Construction Services, Inc.  
678 Broadway Street, Suite 100  
Libertyville, IL 60048  
847-804-5727

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:  
(List any Owner-specific requirements to be included in the staffing plan.)

None

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:  
(List any Owner-specific requirements for subcontractor procurement.)

All subcontractors for the project will be procured by competitive bid per the State of Illinois Public Procurement Standards.

§ 1.1.15 Other Initial Information on which this Agreement is based:

None

~~§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Contract Sum and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.~~

~~§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.~~

## ARTICLE 2 GENERAL PROVISIONS

### § 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's approval of the Control Estimate, the Contract Documents will also include the documents described in Section 3.2.2 and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.7. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

### § 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and

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supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

### § 2.3 General Conditions

~~§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.~~

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

### § 2.4 Contract Sum, Contract Time and Changes in the Work

The Contract Sum is the actual Cost of the Work as defined in Section 7.1.1 plus the Construction Manager's Fee as defined in Section 6.1. The Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work as certified by the Architect. The Contract Time shall be measured from the date of commencement of the Work.

## ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. ~~The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.~~

### § 3.1 Preconstruction Phase

#### § 3.1.1 Extent of Responsibility

~~The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.~~

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

#### § 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

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§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project.

#### § 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated project schedule shall include the following: submission of the Control Estimate; components of the Work; times of commencement and completion required of each Subcontractor, ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

#### § 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to procurement and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

#### § 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Design Development and Construction Documents, the Construction manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction manager and Architect, an estimate of the Cost of Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Construction Manager submits a Control Estimate for the Work, pursuant to Section 3.2. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 None

#### § 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 ~~If the Owner has provided requirements for subcontractor procurement in section 1.1.14,~~ the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

#### § 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the Owner's approval of the Control Estimate, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the Owner's approval of the Control Estimate, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

#### § 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

#### § 3.1.14 Other Preconstruction Phase Services

~~Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document.~~

*(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)*

- ~~Organize and conduct Public Bid~~
- ~~Establish site conferences prior to commencement of construction~~
- ~~Establish project schedule~~
- ~~Preliminary value engineering reviews~~
- ~~Prepare final bid review and analysis to establish control estimate for final approval by The Village of Deerfield, IL.~~

#### § 3.2 Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Control Estimate for the Owner's and Architect's review, and the Owner's approval. The Control Estimate shall be the sum of the Construction Manager's estimate of the Cost of the Work and the Construction Manager's Fee. The Control Estimate shall be used to monitor actual costs and the timely performance of the Work. The Construction Manager shall update the Control Estimate with each Application for Payment as needed to reflect changes in the Work.

§ 3.2.2 The Control Estimate shall include:

- .1 the documents enumerated in Article 15, including all Modifications thereto;
- .2 a list of the assumptions made by the Construction Manager in the preparation of the Control Estimate, including assumptions under Section 3.2.4, to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems, and the Construction Manager's Fee;
- .4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequence and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment, and the Owner's occupancy requirements;
- .5 a date of Substantial Completion, if not established in accordance with Section 3.3.1.3; and
- .6 contingencies for further development of construction, as required by Section 3.2.4.

§ 3.2.3 The Construction Manager shall meet with the Owner and Architect to review the Control Estimate. In the event that the Owner or Architect discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Control Estimate. When the Control Estimate is approved by the Owner, the Owner shall acknowledge its approval in writing. The Owner's approval of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

~~§ 3.2.4 To the extent that the Contract Documents are anticipated to require further development, the Control Estimate shall include the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated in a revised Control Estimate by mutual agreement of the parties.~~

~~§ 3.2.5 The Construction Manager shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Construction Manager's first Application for Payment and shall be revised and submitted with each Application for Payment.~~

§ 3.2.6 Prior to commencement of the Construction Phase, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, unless the Owner provides prior written authorization for such costs.

§ 3.2.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

**§ 3.3 Construction Phase**

**§ 3.3.1 General**

§ 3.3.1.1 The date of commencement of Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's approval of the Control Estimate or, prior to acceptance of the Control Estimate, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to approval of the Control Estimate.

**§ 3.3.1.3 Substantial Completion**

§ 3.3.1.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

Not later than ( ) calendar days from the date of commencement of the Work.

By the following date: June 17, 2024

By the date to be established in the Control Estimate and approved by the Owner.

§ 3.3.1.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

**Portion of Work**

**Substantial Completion Date**

None - Not a Phased Completed Project requiring Phased Occupancy by The Village of Libertyville, IL.

**§ 3.3.1.3.3 None**

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### § 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the Owner's approval of the Control Estimate, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule.

### § 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

### § 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the Work, accidents, injuries, and other information required by the Owner.

## ARTICLE 4 OWNER'S RESPONSIBILITIES

### § 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the Owner's approval of the Control Estimate, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After the Owner approves the Control Estimate, the Construction Manager may request such information.

~~§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.~~

~~§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.~~

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

~~§ 4.1.4.2 - Not Required~~

~~§ 4.1.4.3 - Not Required~~

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 None

#### § 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided the Architect does not have such authority. The term "Owner" means the Owner or Owner's authorized representative.

~~§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.~~

#### ~~§ 4.3 Architect~~

~~The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document OA4-2020 - Owner/Architect Agreement for Architectural Services including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.~~

### ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

#### § 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

For a fixed fee of Six Thousand and no/100 Dollars (\$6,000.00) plus reimbursable expenses as listed.

- Reproduction, shopping, handling, delivery
- Transactional taxes and fees paid for approval of authorities having jurisdiction over the project (if required)
- Authorized out of town travel
- Additional insurance cover over limited requested by Client in excess of normally provided by Hezcorp Construction Services, Inc.

Manager's Consultants and Subcontractors, if any, are set forth below.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Individual or Position	Rate
- Principal	\$175/per hr.
- Project Manager/Project Superintendent	\$146/per hr.

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such

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as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within 120 days or ( 4 ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

**§ 5.2 Payments**

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 All payments, and any associated late payment penalties or interest shall be governed by the local governmental Prompt Payment Act (50ILCS 505/1 et seq.).

*(Insert rate of monthly or annual interest agreed upon.)*

Rate as the prime listed by the Northern Trust from time to time plus two an one half percent (2.5%) per month.

**ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES**

**§ 6.1 Contract Sum**

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after approval of the Control Estimate. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)*

7%

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Change Order

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

10% plus General Conditions if any

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed percent ( 10 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Unit prices, if any:

*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
None		

Init.

§ 6.1.7 Liquidated damages, if any:  
(Insert terms and conditions for liquidated damages, if any.)

None

§ 6.1.8 Other:  
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

None

## § 6.2 Changes in the Work

§ 6.2.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work, as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction. The Construction Manager shall incorporate all changes in the Work and Contract Time as separate entries in the Control Estimate.

§ 6.2.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction only if either (a) it's at not additional cost to the Village or (b) if there is an additional cost, the Village must pre-approve the "minor changes".

§ 6.2.2 Increased costs for the items set forth in Sections 7.1 through 7.7 that result from changes in the Work shall become part of the Cost of the Work, and the Construction Manager's Fee shall be adjusted as provided in Section 6.1.3.

§ 6.2.3 If the Construction Manager receives any Drawings, Specifications, interpretations or instructions from the Owner or Architect which are inconsistent with the Contract Documents, or encounters unanticipated conditions, any of which will result in a significant change in the Cost of the Work in comparison with the Control Estimate or the date of Substantial Completion, the Construction Manager shall promptly notify the Owner and Architect in writing and shall not proceed with the affected Work until the Construction Manager receives further written instructions from the Owner and Architect.

~~§ 6.2.4 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.~~

§ 6.2.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work.

## ~~ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE~~

### ~~§ 7.1 Costs to Be Reimbursed~~

~~§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.~~

~~§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.~~

~~§ 7.1.3 Costs shall be at rates not higher than the standard paid at the place of the Project, except with prior approval of the Owner.~~

### ~~§ 7.2 Labor Costs~~

~~§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off site workshops.~~

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~~§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.~~

~~§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:~~

~~(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)~~

~~None~~

~~§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.~~

~~§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.~~

### ~~§ 7.3 Subcontract Costs~~

~~Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.~~

### ~~§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction~~

~~§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.~~

~~§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.~~

### ~~§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items~~

~~§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.~~

~~§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.~~

~~§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.~~

~~§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.~~

~~§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.~~

~~§ 7.6 Miscellaneous Costs~~

~~§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.~~

~~§ 7.6.1.1 Costs for self insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.~~

~~§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.~~

~~§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.~~

~~§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.~~

~~§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.~~

~~§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201-2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee.~~

~~§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.~~

~~§ 7.6.7 Costs of document reproductions and delivery charges.~~

~~§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.~~

~~§ 7.6.9 Legal, mediation, including attorney's fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work with the Owner's prior approval, which shall not be unreasonably withheld.~~

~~§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.~~

~~§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.~~

~~§ 7.7 Other Costs and Emergencies~~

~~§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.~~

~~§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201-2017.~~

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~~§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.~~

~~§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.~~

#### ~~§ 7.8 Related Party Transactions~~

~~§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; and (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.~~

~~§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.~~

#### ~~§ 7.9 Costs Not to Be Reimbursed~~

~~§ 7.9.1 The Cost of the Work shall not include the items listed below:~~

- ~~1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;~~
- ~~2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;~~
- ~~3 Expenses of the Construction Manager's principal office and offices other than the site office;~~
- ~~4 Overhead and general expenses, except as may be expressly included in Sections 7.1 through 7.7;~~
- ~~5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;~~
- ~~6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;~~
- ~~7 Any cost not specifically and expressly described in Sections 7.1 through 7.7; and~~
- ~~8 Costs for services incurred during the Preconstruction Phase.~~

### ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

### ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager

shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

#### ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

#### ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

##### ~~§ 11.1 Progress Payments~~

~~§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.~~

~~§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:~~

~~§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 30th day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty ( 30 ) days after the Architect receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)~~

~~§ 11.1.4 With each Application for Payment, the Construction Manager shall submit the cost control information required in Section 3.2.5, along with payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.~~

~~§ 11.1.5 Applications for Payment shall show the Cost of the Work actually incurred by the Construction Manager through the end of the period covered by the Application for Payment and for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment.~~

~~§ 11.1.6 In accordance with AIA Document A201-2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:~~

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~~§ 11.1.6.1 The amount of each progress payment shall first include:~~

- ~~1 The Cost of the Work as described in Article 7;~~
- ~~2 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and~~
- ~~3 The Construction Manager's Fee computed upon the Cost of the Work described in the preceding Section 11.1.6.1.1 at the rate stated in Section 6.1.2; or if the Construction Manager's Fee is stated as a fixed sum in Section 6.1.2, an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work included in Section 11.1.6.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.~~

~~§ 11.1.6.2 The amount of each progress payment shall then be reduced by:~~

- ~~1 The aggregate of any amounts previously paid by the Owner;~~
- ~~2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;~~
- ~~3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;~~
- ~~4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017;~~
- ~~5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and~~
- ~~6 Retainage withheld pursuant to Section 11.1.7.~~

**§ 11.1.7 Retainage**

**§ 11.1.7.1** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Retainage in the amount of 10% of the requested amount on the Construction Manager's application for payment will be withheld from each monthly payout to the Contractors.

**§ 11.1.7.1.1** The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

- Preconstruction Services
- General Conditions
- Insurance
- Bonds

**§ 11.1.7.2** Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 11.1.7.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)*

Retainage amounts will be reduced to 5% of the requested amounts to be withheld from future payments to the Construction Manager, once the project exceeds 50% completion.

**§ 11.1.7.3** Except as may be set forth in this Section 11.1.7.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)*

Retainage amounts will be released on the date of Substantial Completion, less any amounts reasonably withheld to cover the cost of correction of outstanding Punch List Items, including cost to correct defective and non-conforming work.

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~~§ 11.1.8 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201-2017.~~

~~§ 11.1.9 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.~~

~~§ 11.1.10 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.~~

~~§ 11.1.11 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.~~

#### ~~§ 11.2 Final Payment~~

~~§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when~~

- ~~.1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;~~
- ~~.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and~~
- ~~.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.~~

~~§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.~~

~~§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:~~

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~~§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs described in Sections 7.1 through 7.7 and not excluded by Section 7.9 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment.~~

### § 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

At the prime rate as listed by the Northern Trust from time to time plus 2.5% per month until payment is satisfied.

## ARTICLE 12 DISPUTE RESOLUTION

### § 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Owner will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

### § 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- Arbitration pursuant to Article 15 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 13 TERMINATION OR SUSPENSION

### § 13.1 Termination Prior to Owner's Approval of the Control Estimate

§ 13.1.1 Prior to the Owner's approval of the Control Estimate, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of

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termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

**§ 13.1.3** In the event of termination of this Agreement pursuant to Section 13.1.1 after the commencement of the Construction Phase but prior to the Owner's approval of the Control Estimate, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

**§ 13.1.4** The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

**§ 13.1.4.1** If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

## **§ 13.2 Termination or Suspension Following the Owner's Approval of the Control Estimate**

### **§ 13.2.1 Termination**

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201-2017.

### **§ 13.2.2 Termination by the Owner for Cause**

**§ 13.2.2.1** If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201-2017, the Owner shall then only pay the Construction Manager an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201-2017.

**§ 13.2.2.2** The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontract and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontract or purchase orders.

**§ 13.2.3 Termination by the Owner for Convenience**

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

*(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)*

Amount of current work completed at time of termination.

**§ 13.2.4 Suspension**

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017. In such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term “profit” shall be understood to mean the Construction Manager’s Fee as described in Sections 6.1 and 6.2.5 of this Agreement.

**ARTICLE 14 MISCELLANEOUS PROVISIONS**

**§ 14.1** Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 14.2 Successors and Assigns**

**§ 14.2.1** The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**§ 14.2.2** The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

**§ 14.3 Insurance and Bonds**

**§ 14.3.1 Preconstruction Phase**

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

**§ 14.3.1.1** Commercial General Liability with policy limits of not less than two million (\$ 2,000,000 ) for each occurrence and two million (\$ 2,000,000 ) in the aggregate for bodily injury and property damage.

**§ 14.3.1.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million (\$ 1,000,000 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

**§ 14.3.1.3** The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ 14.3.1.4** Workers’ Compensation at statutory limits and Employers Liability with policy limits not less than one million (\$ 1,000,000 ) each accident, one million (\$ 1,000,000 ) each employee, and one million (\$ 1,000,000 ) policy limit.

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**§ 14.3.1.6 Other Insurance**

*(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)*

Coverage	Limits
Umbrella Liability and Excess Liability with Policy Limits not less than Four Million (\$4,000,000).	

**§ 14.3.1.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

**§ 14.3.1.8** The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

See attached Exhibit for Construction Managers Certificate of Insurance.

**§ 14.3.2 Construction Phase**

After the Owner approves the Control Estimate, the Owner and Construction Manager shall purchase and maintain insurance as set forth in AIA Document A134-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor.

**§ 14.3.2.1** The Construction Manager shall provide bonds as set forth in AIA Document A134™-2019 Exhibit A, and elsewhere in the Contract Documents.

Per prepared Construction Documents defining scope of the project.

**ARTICLE 15 SCOPE OF THE AGREEMENT**

**§ 15.1** This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

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§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A134™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price
- .2 AIA Document A134™–2019, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction

- .4 Other Exhibits:  
(Check all boxes that apply.)

AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:  
(Insert the date of the E234-2019 incorporated into this Agreement.)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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- .5 Other documents, if any, listed below:  
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

None

This Agreement is entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
CONSTRUCTION MANAGER (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)

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ADDENDUM TO STANDARD FORM OF AGREEMENT BETWEEN  
THE VILLAGE AND CONSTRUCTION MANAGER AS CONSTRUCTOR

This is an addendum ("*Addendum*") to the Standard Form of Agreement Between The Village and Construction Manager as Constructor ("*Agreement*") between the **VILLAGE OF LIBERTYVILLE**, an Illinois Municipal Corporation ("*Village*") and **HEZCORP CONSTRUCTION SERVICES, INC.** ("*Construction Manager*"). The Village and Construction Manager acknowledge and agree to the following:

1. Conflicts. This Addendum and the Agreement are deemed to be one agreement. To the extent that any of the terms and conditions in this Addendum conflict with any provisions in the Agreement or any documents referenced in the Agreement, the provisions of this Addendum control.
2. Completion and Warranty of Project.
  - A. The Construction Manager warrants that the Project and all of its components will be free from defects and flaws in workmanship, and materials; will be consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Agreement, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies; must strictly conform to the requirements of the Agreement and any specifications and plans approved by the Village. The warranty herein expressed is in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.
  - B. In the event that any contractor or subcontractor retained by the Construction Manager to complete the Project, or any part thereof ("*Subcontractor*"), fails to complete their portion of the Project in a manner that is (i) timely; (ii) free from defects and flaws in workmanship, and materials; (ii) in a manner that strictly conforms to the requirements of the Agreement and any specifications and plans; or (iii) fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Agreement; the Construction Manager shall be responsible to promptly and without charge, correcting any failure to fulfill the above warranty that may be discovered or develop at any time within one year after substantial completion for the Project or such longer period as may be prescribed in the Agreement or by law. The above warranty may be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and the Construction Manager's obligation to correct work may be extended for a period of one year from the date of such repair or replacement. The time period established herein relates only to the specific obligation of the Construction Manager to correct work and may not be construed to establish a period of limitation with respect to other obligations that the Construction Manager has under this Agreement.
3. Subcontractor Procurement. Section 1.1.14 shall be replaced in its entirety with the following:

"The Construction Manager shall seek and obtain bids from Subcontractors and suppliers, and shall share all bids with the Village upon request. All Subcontractors, suppliers, and subcontracts used for project must be acceptable to, and approved in advance by, the Village. The Village's approval of any Subcontractor, supplier, and subcontract does not relieve the Construction Manager of full responsibility and liability for the provision, performance, and completion of the Project in full compliance with, and as required by or pursuant to, this Agreement. Every subcontract must include a provision binding the Subcontractor to all provisions of this Agreement. If any Subcontractor fails to perform the part of the Project undertaken by it in a manner satisfactory, the Construction Manager must immediately upon notice from the Village terminate such Subcontractor and complete or arrange for completion of the portion of the Project that was to be performed by the terminated Subcontractor. The Construction Manager shall have no excuse in the event that a Subcontractor fails to properly perform any portion of the Project. The Construction Manager will have no claim for damages, for compensation in excess of the compensation set forth in Article 5 of the Agreement, or for a delay or extension of the deadlines in the Agreement ("*Contract Time*") as a result of any such termination."

4. Reliance on Initial Information. Section 1.2 of the Agreement shall be replaced in its entirety with the following:

“The Construction Manager represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the work site and the surrounding area and has completed such investigation to its satisfaction. When information pertaining to subsurface, concealed conditions, utility locations or conditions, condition of existing structures, and other investigations is or has been provided by the Village, or is or has been otherwise made available solely for the convenience of the Construction Manager and is not part of this Agreement. The Village assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Project or the work site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.”

5. Construction Manager Representative. Section 1.3 of the Agreement shall be replaced in its entirety with the following: “The Construction Manager’s representative shall be Kurt Hezner, and the representative shall not be changed without the prior written approval of the Village.”

6. Contract Sum, Contract Time and Changes in the Work. Section 2.4 of the Agreement is amended to delete “as certified by the Architect” from the second sentence.

7. Extent of Responsibility. Section 3.1.1 of the Agreement is amended and shall be replaced in its entirety with the following:

“The Construction Manager shall perform the Preconstruction Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services”.

8. Subcontractors and Suppliers. Section 3.1.11.1 is hereby amended to delete the following: “If the Village has provided requirements for subcontractor procurement in Section 1.1.14,”

9. Other Preconstruction Phase Services. Section 3.1.14 is hereby amended and replaced in its entirety with the following:

“The Construction Manager shall be responsible for entering into contracts with all suppliers, contractors, and subcontractors (collectively, “Subcontracts”) required to complete the Project in accordance with this Agreement, the Architecture drawings, and specifications. Prior to entering into such Subcontracts, the Construction Manager shall provide copies of any proposed Subcontracts to the Village and the Village shall have the right of refuse approval of a Subcontractor and their proposal. All Subcontracts shall include a provision naming the Village as a third-party beneficiary to the Subcontract, and that the work to be performed under each Subcontract is subject all applicable laws, including, without limitation, each as may be applicable, the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq.; any other applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1 101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/0.01 et seq.; the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq.; or and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 et seq., and the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq.

To the extent that the Construction Manager performs any portion of the construction services for the Project, the Construction Manager shall be subject to and comply with all of the above applicable requirements, including, without limitation, the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. and shall submit all required documentation, including certified payroll, to the Illinois Department of Labor.”

10. Control Estimate. Section 3.2.3 of the Agreement shall be amended to add the following sentence: In “In the event that the Village does not approve the Control Estimate, the Village shall have the right to terminate the Project and shall have no liability to the Construction Manager for any compensation or reimbursements for costs incurred other than those set forth in Section 5.1.1 of this agreement.
11. Completion. Section 3.3.1.3 shall be amended and replaced in its entirety with the following: “Subject to adjustments of the Contract Time approved by the Village by change order, which approval shall not be unreasonably withheld, the Construction Manager shall guarantee and achieve completion of the entire by a date agreed to by the Village and Construction Manager at the time the control estimate and schedule are approved (“Project Deadline”), provided the the Project Deadline may not be more than four months after the control estimate and schedule are approved.
12. Administration. Section 3.3.2.2 shall be amended to add the following: “Such construction schedule shall be approved by the Village, and a change order shall be required if any of the dates on the construction schedule need to be changed, which approval shall not be unreasonably withheld”.
13. The Village’s Responsibilities. Article 4 of the Agreement is amended to delete Sections 4.1.3, 4.1.4.2 and 4.1.4.3.
14. Changes in the Work.
  - A. Sections 6.2.1 is amended by adding at the end of the third sentence, “as modified by the Addendum”.
  - B. Section 6.2.3 is amended by deleting “and Architect”.
  - C. Section 7.1.2 of AIA Document A201-2017, General Conditions of the Contract for Construction, is amended by deleting the third sentence.
  - D. Sections 7.3.4 and 7.3.5 of AIA Document A201-2017, General Conditions of the Contract for Construction, are deleted in its entirety and shall not apply.
  - E. Section 7.3.9 of AIA Document A201-2017, General Conditions of the Contract for Construction, is amended by deleting the second and third sentences.
  - F. Section 7.3.10 shall be amended by deleting from the first sentence. “with a determination made by the Architect”.
  - G. Section 7.4 of AIA Document A201-2017, General Conditions of the Contract for Construction, is deleted in its entirety and shall not apply.
15. Cost of the Work for the Construction Phase. Article 7 of the Agreement is replaced in its entirety with the following:

“**§ 7.1 Payment for the Construction Manager and All Subcontractors for the Construction Phase.** For all work and services performed by the Construction Manager and all Subcontractors for the Project during the Construction Phase of the Project, the Village shall pay the Construction Manager 107 percent of the Control Estimate (“Construction Fee”). The Construction Fee includes the Construction Manager’s costs to retain Subcontractors and the Construction Manager’s and Subcontractors purchase of all supplies and equipment necessary to complete the Project.

**§ 7.2 Taxes.** The Village is exempt from and will not be responsible to pay, or reimburse the Construction Manager or any of the Subcontractors for, any state or local sales, use, or excise taxes. The Construction Fee includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Construction Phase of the Project as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by the Construction Manager.

### **§ 7.3 Payment in Installments.**

- A. The Contract Price must be paid in monthly installments. The Village must pay to the Construction Manager 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments. The total amount of Progress Payments made prior to Final Acceptance by The Village may not exceed 90 percent of the Control Cost Estimate. The Value of the work during the construction phase will be determined as follows:

The Construction Manager must, not later than 10 days after the acceptance by the Village of the Control Cost Estimate, and before submitting its first Pay Request, submit to the Village a schedule showing the value of each component part of the Project in form and with substantiating data acceptable to the Village (“Breakdown Schedule”). The sum of the items listed in the Breakdown Schedule must equal the amount or amounts set forth in the Control Cost Estimate. An unbalanced Breakdown Schedule providing for overpayment of the Construction Manager on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule must be revised and resubmitted until acceptable to the Village. No payment may be made for any lump sum item until the Contract Manager has submitted, and the Village has approved, an acceptable Breakdown Schedule.

The Village may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Project. If the Construction Manager fails to submit a revised Breakdown Schedule that is acceptable to the Village, the Village will have the right either to suspend Progress and Final Payments or to make such Payments based on the Village’s determination of the value of the work completed.

- B. The Construction Manager must, as a condition precedent to its right to receive each Progress Payment, submit to the Village a pay request in the form provided by the Village (“Pay Request”). The first Pay Request must be submitted not sooner than 30 days following commencement of the construction phase of the Project. The Village may, by written notice to the Construction Manager, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request must include (a) the Construction Manager’s certification of the value of, and partial or final waivers of lien covering, all work for which payment is then requested and (b) the Construction Manager’s certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.
- C. Work Entire. This Agreement and the Project are entire and the Project as a whole is of the essence of this Agreement. Notwithstanding any other provision of this Agreement, each and every part of this Agreement and of the Project are interdependent and common to one another and to the Village’s obligation to pay all or any part of the costs for the construction phase of the Project or any other consideration for the Project. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of the Construction Manager and for no other purpose.

### **§ 7.4 Final Acceptance and Final Payment.**

- A. Notice of Completion. When the construction phase of the Project has been completed and is ready in all respects for acceptance by the Village, the Construction Manager must notify the Village and request a final inspection and review of a prepared punch list by the Construction Manager. (“Notice of Substantial Completion”). The Construction Managers Notice of Substantial Completion Date must be given sufficiently in advance of the Substantial Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable,

nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Agreement (“Punch List Work”).

- B. **Punch List and Final Acceptance.** The construction work may be finally accepted when, and only when, the whole and all parts thereof have been completed to the satisfaction of the Village in full compliance with, and as required by or pursuant to, this Agreement. Upon receipt of the Construction Manager’s Notice of Completion, the Village must make a review of the work and notify the Construction Manager in writing of all remaining Punch List Work, if any, to be completed or corrected. Following Construction Manager’s completion or correction by the Construction Manager or its subcontractors of all Punch List Work, the Village must make another review of the work and prepare and deliver to the Construction Manager either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work (“Final Acceptance”).
- C. **Final Payment.** The Construction Manager must submit to the Village a properly completed final Pay Request in the form provided by the Village (“Final Pay Request”). The Village must pay to the Construction Manager the balance of the Contract Price, after deducting therefrom all charges against the Construction Manager as provided for in this Agreement (“Final Payment”). Final Payment must be made not later than 30 days after The Village approves the Final Pay Request.

**§ 7.5 Liens.**

The Construction Manager must, from time to time at the Village’s request and in any event prior to Final Payment, furnish to the Village such waiver of liens, to the reasonable satisfaction of the Village, that no lien against the work or the public funds held by the Village exists in favor or any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Project or this Agreement (“Lien”) and that no right to file any Lien exists in favor of any person whatsoever.

**§ 7.6 Deductions.**

- A. **The Village’s Right to Withhold.** Notwithstanding any other provision of this Agreement and without prejudice to any of the Village’s other rights or remedies, the Village will have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Agreement such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to: (1) work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which the Construction Manager is liable under this Agreement; (3) state or local sales, use, or excise taxes from which the Village is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Project; (7) inability of the Construction Manager or any of its subcontractors to complete the Project; (8) failure of the Construction Manager to properly complete or document any Pay Request; (9) any other failure of the Construction Manager to perform any of its obligations under this Agreement.

16. Payments for Construction Phases Services. Article 11.1 through 11.1.6.2 and 11.1.8 through 11.2.4 of the Agreement is deleted in its entirety.

17. Dispute Resolution.

- A. Section 12.1 of the Agreement is amended and replaced in its entirety with the following:

**“§ 12.1 Dispute Resolution Procedure.**

A. Notice of Disputes and Objections. If the Construction Manager disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of the Village, the Construction Manager may notify the Village in writing of its dispute or objection and of the amount of any equitable adjustment to the contract price or deadlines under this Agreement to which the Construction Manager claims it will be entitled as a result thereof; provided, however, that the Construction Manager must, nevertheless, proceed without delay to perform the work as required, directed, instructed, interpreted, determined, or decided by the Village, without regard to such dispute or objection.

B. Section 12.1.2 of the Agreement is deleted in its entirety and shall not apply.

18. Insurance. Section 14.3.1 is amended by adding the following: All insurance required by this Agreement must provide that no change, modification in, or cancellation of any insurance becomes effective until the expiration of 30 days after written notice thereof has have been given by the insurance company to the Village.”

19. Indemnification. The Construction Manager hereby agrees to and will indemnify, save harmless, and defend the Village and all of it elected officials, officers, employees, and representatives against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, that may arise, or be alleged to have arisen, out of or in connection with the Construction Manager’s or any of its Subcontractor’s actions, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Construction Manager, except to the extent caused solely by the negligence of the Village.

20. No Prohibited Interests. The Construction Manager hereby represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to Owner prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it is found that the Project Manager has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Construction Manager will be liable to the Village for all loss or damage that the Village may suffer thereby, and this Agreement will, at the Village’s option, be null and void.

The Construction Manager hereby represents and warrants that neither the Construction Manager nor any person affiliated with the Construction Manager or that has an economic interest in the Construction Manager or that has or will have an interest in the Project or will participate, in any manner whatsoever, in the Project is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither the Construction Manager nor any person affiliated with the Construction Manager or that has an economic interest in the Construction Manager or that has or will have an interest in the Project or will participate, in any manner whatsoever, in the Project is, directly or indirectly, engaged in, or facilitating, the Project on behalf of any such person, group, entity or nation.

21. Time. The Contract Time is of the essence of this Agreement.

22. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Construction Manager may be made or be valid against the Village.

IN WITNESS WHEREOF, the Village and Construction Manager hereto have caused this Addendum to be executed as of this 9th day of January, 2024.

**VILLAGE OF LIBERTYVILLE**

**HEZCORP CONSTRUCTION SERVICES, INC.**

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Printed Name]

\_\_\_\_\_  
[Printed Name]

\_\_\_\_\_  
[Title]

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[Title]



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** January 9, 2024

**Agenda Item:** An Ordinance Amending Chapter 13 of the Libertyville, Illinois Municipal Code Regarding Unscheduled Bus Stops

**Staff Recommendation:** Approve Ordinance

**Staff Contact:** Kelly Amidei, Village Administrator

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**Background:** This proposed ordinance amends the Municipal Code to provide for notification of unscheduled bus stops. The unscheduled, unannounced, one-way routing and dropping off of passengers arriving in the Village from outside the Village’s corporate boundaries, without pre-arranged provisions such as food, shelter or other resources by bus or other transportation providers constitutes inhumane conditions, creates a dangerous condition for the individuals being dropped off in the Village, and otherwise creates a threat to public safety.

The Ordinance requires that an application be submitted at least 5 calendar days prior to the date of arrival. It also specifies drop-off times and days of the week as well as enforcement measures, if necessary.

**Attachments:**  
1. Ordinance

VILLAGE OF LIBERTYVILLE

**ORDINANCE 24-O-\_\_**

AN ORDINANCE AMENDING CHAPTERS 13 AND 15  
OF THE LIBERTYVILLE, ILLINOIS MUNICIPAL CODE  
REGARDING UNSCHEDULED BUS STOPS

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Adopted by the  
President and Board of Trustees  
of  
the Village of Libertyville  
Lake County, Illinois  
This \_\_ day of \_\_\_\_\_, 2024.

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Published in pamphlet form by  
Direction and authority of the  
Village of Libertyville  
Lake County, Illinois  
This \_\_ day of \_\_\_\_\_, 2024.

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ORDINANCE NO. 24-O- \_\_\_\_

AN ORDINANCE AMENDING CHAPTERS 13 AND 15  
OF THE LIBERTYVILLE, ILLINOIS MUNICIPAL CODE  
REGARDING UNSCHEDULED BUS STOPS

WHEREAS, pursuant to Section 11-1-1 of the Illinois Municipal Code, 65 ILCS 5/11-1-1, municipalities are granted the authority to pass and enforce all necessary police ordinances; and

WHEREAS, pursuant to Section 11-42-6 of the Illinois Municipal Code, 65 ILCS 5/11-42-6, municipalities have the authority to license, tax and regulate operators of buses -using Village streets; and

WHEREEAS, pursuant to Section 11-60-2 of the Illinois Municipal Code, 65 ILCS 5/11-60-2, municipalities have the authority to define, prevent, and abate nuisances; and

WHEREAS, the Village President and Board of Trustees find and determine that the unscheduled, unannounced, one-way routing and dropping off of passengers arriving in the Village from outside the Village’s corporate boundaries, without pre-arranged provisions such as food, shelter, or other resources by bus or other transportation providers (“*Unscheduled Stops*”), constitutes inhumane conditions, creates a dangerous condition for the individuals being dropped off in the Village, and otherwise creates a nuisance and a threat to public safety; and

WHEREAS, the President and Board of Trustees further find and determine that Unscheduled Stops, without pre-arranged provisions for passengers, may have deadly consequences when the weather conditions are adverse; and

WHEREAS, the President and Board of Trustees further find and determine that the health and safety of the passengers disembarking at Unscheduled Stops in the Village is jeopardized when there are no prior arrangements for housing, food, shelter, and other resources; and

WHEREAS, Unscheduled Stops, without advance notice to prepare for passenger arrivals,

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create a drain on the Village's resources and operations, including, without limitation, the Village's Police and Fire Departments; and

WHEREAS, the Village President and Board of Trustees desire to amend the Libertyville, Illinois Municipal Code, as amended ("*Village Code*"), to regulate Unscheduled Stops from buses and other transportation providers; and

WHEREAS, the President and Board of Trustees have determined that it will be in the best interest of the Village and its residents to amend the Village Code pursuant to this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LIBERTYVILLE, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Recitals. The foregoing recitals are hereby incorporated and fully set forth as findings of the Village of Libertyville President and Board of Trustees.

SECTION 2: Unscheduled Stops. Chapter 13, titled "Licenses, Taxation, and Miscellaneous Business Regulations," of the Village Code is hereby amended to add a new Article V, to read as follows:

**"ARTICLE V. – UNSCHEDULED STOPS**

**Sec. 13-91. Definitions.**

**For purposes of this Article, the following words or phrases have the meanings ascribed to them in this Section 13-91, except when the context otherwise indicated. All words or phrases not defined in this Section have the meanings ascribed to them in the Illinois Vehicle Code, 625 ILCS 5/1-100 et seq.**

***Intercity Bus.* Any bus used for the one-way transportation of 10 or more passengers originating from a location outside of the Village that**

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is not a regularly scheduled service.

Regularly Scheduled Service. Bus service involving passengers disembarking in the Village on a predictable and recurring basis, following a schedule that is published in advance and available to the general public, and provides service in exchange for paying a fare.

Unscheduled Stop. The stopping or standing of an intercity bus within the Village for the purpose of unloading or the disembarking of passengers without prior approval of the Village as required by Section 13-92 of the Village Code.

Sec. 13-92. Intercity Bus Stops.

(a) Prohibited. Unscheduled bus stops of intercity buses are declared to be a nuisance and are prohibited in the Village.

(b) Intercity buses may stop to allow passengers to disembark in the Village only if they comply with all of the following conditions and restrictions:

(1) Permitted Hours.

a. Intercity buses may only stop or stand to allow passengers to disembark within the Village between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, but not on any federal, state, or Village holidays;

b. No intercity bus may allow passengers to disembark except within 30 minutes before or after the time designated in an application that has been approved

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pursuant to Section 13-92(~~db~~)(5) of this Code.

- (2) Permitted Location. Intercity buses may only stop or stand to allow passengers to disembark within the Village at the Prairie Crossing Metra Station, located at 2401-3001 Midlothian Road, Libertyville, Illinois, or such other location as may be approved by the Village Administrator in their sole discretion.**
- (3) Coordination of Disembarking Passengers. The intercity bus must be met by individuals responsible for coordinating the transportation of the passengers from the stop location in the Village to their final destination(s).**
- (4) Advance Approval. The owner, operator, or driver of an intercity bus must obtain advance written approval of the Village prior to making a stop and allowing passengers to disembark within the Village. In order to obtain advanced approval of a stop, the owner, operator, or driver of the intercity bus must submit an application to the Village Administrator at least five days before the date of the proposed stop. The application must include the following information:**

  - (i) The full name, full address, and telephone numbers, including mobile telephone numbers of the owner, operator, and driver of the intercity bus;**
  - (ii) The full name, full address, and telephone numbers, including mobile telephone numbers of any entity or**

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individuals that have either directed, paid for, or financed the transport of persons who will disembark in the Village;

- (iii) The make, model, state registration/plate number, fleet number, and vehicle identification number (VIN) of the vehicle that will be providing the service;
- (iv) The quantity of persons who are proposed to disembark in the Village;
- (v) The name, address, or location in the Village where the applicant proposes to allow passengers to disembark;
- (vi) The full names, addresses, telephone numbers, including mobile telephone numbers, and electronic mail addresses of all entities or individuals who will be present to meet and receive the passengers disembarking in the Village;
- (vii) A detailed, written plan signed by the entity or individuals agreeing to be responsible for providing the plan, identifying how the disembarking passengers will be cared for, housed, and fed upon disembarking in the Village;
- (viii) Any additional information that the Village Administrator may require; and
- (iv) An affirmation by the applicant that the information provided in the application is true and correct. Such

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affirmation must be attested to by a person authorized to administer oaths or witness affirmations within the state or territory where the application is sworn to or affirmed.

(5) Review of Application. Upon receipt of the application for an intercity bus stop submitted pursuant to this Article, the Village Administrator will undertake a review of the information contained in the application to verify its truth and authenticity. If the application is incomplete, the Village Administrator will, in writing, advise the applicant of the additional items needed to complete the application. No later than three days after receiving a completed application, the Village Administrator will inform the applicant, in writing, that the application is approved or denied for the proposed location of disembarkation in the Village.

(6) Proof of Application and Approval. The driver of an intercity bus approved pursuant to Section 13-92(4b)(5) to stop in the Village must have in their possession a physical or electronic copy of an approved application and present it for inspection at the place of disembarkation, upon request by any employee or designee of the Village.

(7) Revocation. The approval of an application pursuant to this Section 13-92 may be revoked by the Village Administrator

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upon the Administrator’s determination that the application contains any false or misleading information.

**(8) Penalty. Any person, firm, or corporation that operates a bus in violation of any provision of this Article V will be fined in an amount of ~~not less than \$750.00 nor more than \$1,000~~\$750.00 per passenger on the bus, plus costs.**

**(hc) Impoundment. Village police officers are hereby authorized to seize and impound any intercity bus that is used in the commission or furtherance of a violation of this Article V. Seizures and impoundments under this Section 13-92 ~~will be conducted in~~are subject to the manner set forth in Article IV applicable provisions of Chapter 23 Sections 1-21(c) through 1-21(e) of the Village this Code.**

SECTION 3: Unscheduled Stops. Section 15-4, titled “Nuisances Affecting Peace and Safety,” of the Village Code is hereby amended to read as follows:

“Sec. 15-4. Nuisances Affecting Peace and Safety.

The following acts, omissions, places, conditions and things are hereby declared to be public nuisances affecting peace and safety, but such enumeration shall not be construed to exclude other nuisances affecting public peace or safety coming within the provisions of section 15-1:

\* \* \*

**(19) Unscheduled bus stops of intercity buses, in violation of Section 13-92 of this Code.**

SECTION 4: Publication. The Village Clerk is hereby directed to publish this Ordinance

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in pamphlet form pursuant to the Statutes of the State of Illinois.

SECTION 5: Effective Date. This Ordinance will be in full force from and after its passage and approval in the manner provided by law.

PASSED this \_\_\_ day of \_\_\_\_\_, 2024.

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Donna Johnson, Village President

ATTEST:

\_\_\_\_\_  
Margaret Clark, Village Clerk

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## PETITIONS AND COMMUNICATIONS

The ARC/HPC will meet at 5:00 p.m. on Monday, January 15, 2024.

The Finance Committee will meet at 6:00 p.m. on Tuesday, January 16, 2024.

The Fire and Police Committee will meet at 7:00 p.m. on Tuesday, January 16, 2024.

The Economic Development Commission will meet at 7:30 a.m. on Wednesday, January 17, 2024.

The Sustain Libertyville Commission will meet at 4:00 p.m. on Wednesday, January 17, 2024.

The Plan Commission/Zoning Board of Appeals will meet at 7:00 p.m. on Monday, January 22, 2024.

The Public Works Committee will meet at 7:00 p.m. on Tuesday, January 23, 2024.

The Village Board of Trustees will meet at 8:00 p.m. on Tuesday, January 23, 2024.

\*All meetings will take place at the Village Hall unless otherwise noted.