



BOARD OF TRUSTEES MEETING

Tuesday, January 27, 2026 at 7:00 PM

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

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 January 13, 2026 Village Board Meeting
 - C. Bills for Approval
 - D. Consideration of a Resolution to Approve a Special Event in Sunrise Rotary Park – St. Joseph Church
 - E. Consideration of a Resolution Approve a Professional Services Agreement with Christopher B. Burke Engineering, Ltd. for the Riverside Park Master Plan
 - F. Consideration of a Resolution to Approve a Contract with Sewertech, LLC for the 2026 Sewer Cleaning and Televising Program
 - G. Consideration of a Resolution to Waive Competitive Bidding and Approve a Contract with Lakeland/Larsen Elevator Corporation for Elevator Inspections, Maintenance and Repairs
 - H. Consideration of a Resolution to Approve a Bill of Sale and Accept Certain Public Improvements for the Libertyville 45 Corporate Center Development
 - I. Consideration of a Resolution to Approve a Contract with Milieu Design, LLC for the FY 2026/27 Landscape Maintenance & Mowing Program – Part A
 - J. Consideration of a Confirming Resolution to Approve Change Order No. 1 with Independent Mechanical Industries, Inc. for Replacement Valve Installations at the Wastewater Treatment Plant
 - K. Consideration of an Ordinance Granting a Variation from Section 26-4-7.5 of the Libertyville Zoning Code for Lot Coverage - 122 Johnson Avenue

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.

- L. Consideration of an Ordinance Granting a Variation from Section 26-13-9.2 of the Libertyville Zoning Code Regarding the Height of a Fence – 322 S. Stewart Avenue
- M. Consideration of an Ordinance Granting a Variation from Section 26-4-8.5 of the Libertyville Zoning Code Regarding the Front Yard Setback - 323 North Avenue
- N. Consideration of an Ordinance Granting a Variation From Section 26-11-9 of the Libertyville Zoning Code to Reduce the Minimum Required Setback for Signage – 375 W. Winchester Road
- O. Consideration of an Ordinance Granting a Variation from Section 26-4-7.5 of the Libertyville Zoning Code – 426 E. Sunnyside Avenue
- P. ARC Report

REGULAR AGENDA

- 4. Consideration of a Resolution Affirming the Pre-Qualified General Contractors for the Construction of the New Libertyville Police Station Building
- 5. Consideration of a Resolution to Approve a Special Event Request from the Libertyville Civic Center Foundation for Libertyville Days 2026
- 6. Consideration of a Resolution to Approve a Special Event – Dog Days of Summer 2026
- 7. Consideration of an Ordinance Amending Chapter 10 of the Libertyville, Illinois Municipal Code Concerning the Imposition of Lift Assist Fees
- 8. Consideration of an Ordinance Amending the Annual Fee Ordinance Regarding Lift Assist Fees
- 9. **Mayor's Update**
 - A. Petitions and Communications
- 10. **Village Administrator Update**
- 11. **Executive Session**
- 12. **Adjournment**

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Assistive listening devices are available.



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: January 27, 2026
Agenda Item: Omnibus Vote Agenda
Staff Recommendation: Approve items on Omnibus Vote Agenda
Staff Contact: Kelly Amidei, Village Administrator

Background:

- A. Summary of Omnibus Vote Agenda Items
 - B. Approval of Minutes of the January 13, 2026 Village Board Meeting
 - C. Bills for Approval
 - D. Consideration of a Resolution to Approve a Special Event in Sunrise Rotary Park – St. Joseph Church
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 - L. Consideration of an Ordinance Granting a Variation from Section 26-13-9.2 of the Libertyville Zoning Code Regarding the Height of a Fence – 322 S. Stewart Avenue
 - M. Consideration of an Ordinance Granting a Variation from Section 26-4-8.5 of the Libertyville Zoning Code Regarding the Front Yard Setback - 323 North Avenue
-

**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.”*

- N. Consideration of an Ordinance Granting a Variation From Section 26-11-9 of the Libertyville Zoning Code to Reduce the Minimum Required Setback for Signage – 375 W. Winchester Road
- O. Consideration of an Ordinance Granting a Variation from Section 26-4-7.5 of the Libertyville Zoning Code – 426 E. Sunnyside Avenue
- P. ARC Report

**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 MEETING

Tuesday, January 13, 2026 at 7:00 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 7:00 p.m. Those present were Mayor Donna Johnson, Village Trustees Scott Adams, Pete Garrity, Matt Krummick, Casey Rooney, Kara Macdonald, and Andrew Herrmann. Clerk Margaret Clark was absent. Also in attendance were Deputy Village Clerk Kelly Amidei, 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 asked for public comment for items not on the agenda:

Garrett Phillips lives at 304 Camelot Ln. He and his partner Sam have started *Saving Libertyville Waterways*. He would like the Village to change its sustainability plan to look for alternative methods for ice reduction when salting. Specifically, he discussed salt use on the roadways. He would like the Village to determine ways that we can reduce the salt usage in the Village or look at alternative methods for ice reduction.

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 the Village Board or any Board questions on items. There were none.

Motion 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 Krummick, Village Trustee Rooney, Village Trustee Macdonald, Village Trustee Herrmann. The item was approved with a 5-0 vote.

B. Approval of Minutes of the December 9, 2025 Village Board Meeting, and November 25, 2025 Executive Session

C. Bills for Approval

D. **RESOLUTION NO. 26-R-01:** A Resolution to Approve the Amended Schedule of Regular Meetings for 2026

E. **RESOLUTION NO. 26-R-02:** A Resolution to Approve a Raffle License – Rockland Family Association

F. **RESOLUTION NO. 26-R-03:** A Resolution to Approve a Request for the Display of Banners for the Libertyville Sunrise Rotary Club

- G. **RESOLUTION NO. 26-R-04:** A Resolution to Approve an Amendment and Renewal of a Contract for Alarm Monitoring Services with Fire and Security Systems (FSS)
- H. **RESOLUTION NO. 26-R-05:** A Resolution to Approve the Purchase of Two Replacement Fire Department Vehicles from Karl Chevrolet of Des Moines, Iowa
- I. **RESOLUTION NO. 26-R-06:** A Resolution to Approve a Contract Renewal and Change Order No. 1 with Tallgrass Restoration, LLC for the Annual Shoreline Plant Maintenance Program
- J. **RESOLUTION NO. 26-R-07:** A Confirming Resolution to Approve Change Order No. 1 with Maneval Construction Co., Inc. for the 2025 Stormwater System Maintenance Program
- K. **ORDINANCE NO. 26-O-01:** An Ordinance Declaring Surplus Property
- L. **RESOLUTION NO. 26-R-08:** A Resolution to Approve the Purchase of the Replacement Plow Truck Unit #320 from Rush Truck Center of Springfield, IL
- M. **RESOLUTION NO. 26-R-09:** A Resolution to Approve the Purchase and Installation of Upfitting Replacement Vehicles from MPC Communications and Lighting, Inc.
- N. ARC Report
- O. HPC Report

REGULAR AGENDA

4. **RESOLUTION NO. 26-R-10: A Resolution to Approve a Request for Special Events – MainStreet Libertyville**

Mayor Johnson stated that MainStreet Libertyville Inc. (MSL) is requesting Village Board approval for their Calendar Year 2026 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 2026 Special Events with the following exceptions:

(Kate) MSL representative was present to answer any questions.

Mayor Johnson asked if there were questions from the public, there were none. In addition, there were no comments from the Village Board.

Motion made by Village Trustee Rooney, Seconded by Village Trustee Adams.
Voting Yea: Village Trustee Adams, Village Trustee Garrity, Village Trustee Krummick, Village Trustee Rooney, Village Trustee Macdonald, Village Trustee Herrmann

5. **RESOLUTION NO. 26-R-11: A Resolution to Approve 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. 1 Facilities**

Mayor Johnson stated that at the September 23rd, 2025 Village Board meeting, the Board approved Resolution #25-R-162 approving a Professional Services Agreement with the Hezner

Corporation for architectural services for the Fire Station #1 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 a cost estimate of \$1,183,071. The Village has used Hezcorp for similar services in FY 2023/24 for Fire Station 2's bathroom remodel project and was satisfied with the result of the work. The Village's FY 2026/27 Capital Improvement Plan (CIP) Draft Budget includes \$750,000 in the Public Building Improvement Fund. This along with the FY 2025/26 remaining CIP fund balance for this project totaling \$438,200 allows for a total available project balance of \$1,188,200. The cost of the project provides for the optimal layout following the architectural design process to maximize the effectiveness of the Fire Station living quarters.

The project has been spread over two budget years in order to accommodate the overall cost as well as the available CIP funding. The final cost of the project including architectural services will be \$1,244,871. Staff recommends adoption of the attached Resolution waiving the formal bidding requirements of The Village's Purchasing Manual and approving a contract with Hezcorp Construction Services, Inc in the amount of \$1,183,071, and authorizing execution of the contract by the Village Administrator.

Mayor Johnson noted that the Board received many comments from the public in advance of the meeting regarding this item. She noted the following background regarding the Village's history with waiving competitive bidding and reasons for doing so:

- The service provider is the only expert who has the skills to have the job
- They have worked for the Village in the past and done an excellent job
- The service provider, based on their history has had minimal change orders and has completed the job within budget
- The service provider has an expertise with working on public safety buildings
- They evaluate bidders as the lowest responsible bidder
- They are capable of minimizing operational impact

Mayor Johnson asked for comments from the public.

Matthew Hickey asked the Board to vote no on the item and believes the project should be competitively bid. He noted that the market has not been tested. He feels that public safety is not a special niche. He stated that with Hezcorp's past performance, selecting the lowest responsible bidder is used after a bid is received. The Village can reject bids if they are not responsible. He asked why this project qualifies and why competitive bidding is not being used.

Mayor Johnson opened it up to the Village Board for comments.

Trustee Krummick noted that there is information on social media regarding concerns about this project. In addition, he noted that he had received several emails about it. He provided background that the Village does use this process from time to time. This is not a no bid project. The \$10,000 fee going to the CM is the only portion that is not bid out. A million dollars of this project is being bid out

to the trades. A concern that he does have is that he thinks the project should have a guaranteed maximum price.

Trustee Garrity stated that when he first saw this, he wanted to understand why it was not being bid out. He spoke with Chief Pakosta about the project. He noted that we are not giving a blank check to them. They will be managing the project. They will be bidding out the work to the trades. In the past project, there were change orders but they were reviewed by the Village Board. We will be contracting with Hezcorp to manage the contract and they will bid the work. They are reputable, local and have a history with working for the Village.

Trustee Adams stated that most things have been said. If Chief Pakosta is comfortable then he is.

Chief Pakosta explained the scope of the project further. The project needs to be handled appropriately so that the building can be used during the process. He further reiterated that the CM will bid the project to the trades for construction. He compared the station 2 project to this project. The project is double the size of the project.

Trustee Rooney asked what the timing of the project is.

Chief Pakosta noted that the current space is 35 years old, the sooner the better. He noted that this is good timing to bid the project.

Trustee Rooney explained what a construction manager does such as cost control and early collaboration. She also noted that our policy does allow for a waiver of bids in alignment with this project.

Trustee Macdonald stated that she also had concerns initially. After learning more and understanding the history and context it makes it easier for her to understand. She asked Chief Pakosta if he has been influenced by anyone in the Village to use Hezcorp. He stated no.

Trustee Herrmann asked Chief Pakosta how important the project is to the department.

Chief Pakosta noted that this is important to the department. The bathrooms will become suites. This will help with recruitment and retention.

Trustee Herrmann asked how confident Chief Pakosta is in Hezcorp's ability to do the job?

Chief Pakosta is confident this will be done well.

Motion made by Village Trustee Krummick, Seconded by Village Trustee Herrmann.

Voting Yea: Village Trustee Adams, Village Trustee Garrity, Village Trustee Krummick, Village Trustee Rooney, Village Trustee Macdonald, Village Trustee Herrmann

6. REPORT OF THE ZONING BOARD OF APPEALS BA 25-13, Variation for Lot Coverage Donald and Maureen Carmichael, Applicants 122 Johnson Avenue

Mayor Johnson stated that the property owners at 122 Johnson Avenue appeared before the Zoning Board of Appeals on December 8, 2025, to request approval of a lot coverage variation to expand the existing deck to the east and west for a total additional area of approximately 46 sq ft (with 24 sq ft of the deck expansion extending onto existing green space). The subject site has an existing lot coverage of approximately 52.4%.

To reduce their current total lot coverage, the owners are removing 110 sq ft of concrete on the north side of the residence resulting in an overall reduction of lot coverage to 51.7% with the expanded deck.

The Zoning Board of Appeals was in favor of the variation request as the expanded deck and concrete removal on the site will reduce the overall current lot coverage. A motion to recommend Village Board of Trustees approval passed with a vote of 6 – 0.

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

The petitioner explained the scope of the project to the Board.

Mayor Johnson asked if there were any comments from the public. No comments.

Mayor Jonson asked for comments from the Board.

Trustee Krummick asked if there is any consideration for storage for a pool. Director Kendzior noted that there is not.

Trustee Garrity feels the plan is a good one.

Trustee Rooney thanked him for investing in the community.

Motion made by Village Trustee Adams, Seconded by Village Trustee Rooney.
Voting Yea: Village Trustee Adams, Village Trustee Garrity, Village Trustee Krummick, Village Trustee Rooney, Village Trustee Macdonald, Village Trustee Herrmann

7. REPORT OF THE ZONING BOARD OF APPEALS ZBA 25-14, Variation for a Fence Robert and Mary Thillens, Applicants 322 S. Stewart Avenue

Mayor Johnson reported that at the December 8, 2025 meeting, the Zoning Board of Appeals heard a request from the owner at 322 S. Stewart Avenue for a variation to increase the maximum permitted length of the fence line located in the front yard . The owner is proposing to remove existing bushes and install a four (4) foot tall picket fence at a length of approximately 138 feet in the front yard and a portion of the south side yard property line.

Members of the Zoning Board of Appeals concurred with the request due to the unique characteristics of the property. A motion to recommend Village Board of Trustees approval passed with a vote of 6 – 0, subject to the following condition:

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

The petitioner explained the scope of the project.

Mayor Johnson asked for public comment. There was none.

Mayor Johnson asked for comments from the Board.

Trustee Krummick stated that he loves her home. He asked staff what happens if there is a home that requests this where it does not "fit"? Director Rowe noted the zoning variation request and hardship requirements.

Trustee Garrity supports the project and thanked her for the work they have done on the home.

Trustees Rooney, Macdonald and Herrmann thanked the applicant.

Motion made by Village Trustee Macdonald, Seconded by Village Trustee Garrity.

Voting Yea: Village Trustee Adams, Village Trustee Garrity, Village Trustee Krummick, Village Trustee Rooney, Village Trustee Macdonald, Village Trustee Herrmann

8. REPORT OF THE ZONING BOARD OF APPEALS ZBA 25-11, Variation of Front Yard Setback Jeffrey and Deborah Coe, Applicants 323 North Avenue

Mayor Johnson stated that the applicants, Jeffrey and Deborah Coe, are requesting a variation to reduce the minimum 30' required front yard setback in order to construct a front porch with steps for the property located at 323 North Avenue. The existing frame residence has a non-conforming front yard setback of 21.2 feet, and the applicants are proposing to remove the existing front steps and construct a new front porch with steps on the north side of the residence. The new steps will exit onto the driveway for access and will be set back approximately 9 feet and 1 inch from the northern property line. The new stair design functions similar to the existing configuration with the proposed stair landing located within the existing impervious walkway area and offering improved access into the residence.

The Zoning Board of Appeals heard this item at the December 8, 2025, meeting and supported the request. A motion to recommend Village Board of Trustees approval passed with a vote of 6 – 0.

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

The Mayor asked for comments from the public. There were none.

The Mayor asked for comments from the Village Board. Trustee Garrity stated that he supports the project.

Motion made by Village Trustee Rooney, Seconded by Village Trustee Macdonald.

Voting Yea: Village Trustee Adams, Village Trustee Garrity, Village Trustee Krummick, Village Trustee Rooney, Village Trustee Macdonald, Village Trustee Herrmann

9. REPORT OF THE ZONING BOARD OF APPEALS ZBA 25-10, Variation for Signage NorthEnd Apartments LLC, Applicant 375 W. Winchester Road

The Mayor stated that the applicant appeared at the December 8, 2025, Zoning Board of Appeals meeting to request a variation to reduce the minimum required setback from the Winchester Road property line from 15 feet to approximately 7 feet in order to install a freestanding Residential Development Monument Sign.

The applicant is proposing to install a 5' tall by 6'4" wide monument sign for the NorthEnd Apartment building at 375 W. Winchester Road.

Members of the Zoning Board of Appeals concurred with the request due to visibility issues caused by the topography within the required setback, and a motion to recommend Village Board of Trustees approval passed with a vote of 6 – 0.

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

The Mayor asked if there were public comments. There were none.

The Mayor asked the Board for comments. No comments.

Motion made by Village Trustee Macdonald, Seconded by Village Trustee Herrmann.
Voting Yea: Village Trustee Adams, Village Trustee Garrity, Village Trustee Krummick, Village Trustee Rooney, Village Trustee Macdonald, Village Trustee Herrmann

10. REPORT OF THE ZONING BOARD OF APPEALS ZBA 25-12, Variation for Lot Coverage Zachary Henderson and Amber Staines, Applicants 426 E. Sunnyside Avenue

Mayor Johnson stated that at the December 8, 2025 meeting, the Zoning Board of Appeals heard a request from the applicants' representative for a variation to increase the maximum permitted lot coverage from 45% to 49.8% to construct a 600 square foot detached garage at 426 E. Sunnyside Avenue. The property has an existing non-conforming lot coverage of approximately 52.6%, and includes the residence, driveway, deck, walkway, and patio. As part of the proposal, the applicant will remove the existing garage, and a portion of the existing driveway and patio.

The Zoning Board of Appeals was supportive of the variation request as the new garage layout will further reduce the impervious surface area currently on site. A motion to recommend Village Board of Trustees approval passed with a vote of 6 – 0.

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

Petitioners' representative was present. Andrew Venamore (Spelling?)

The Mayor asked for comments from the public. There were none.

Mr. Venamore noted the impervious surface and runoff as per questions from the ZBA.

Trustee Garrity noted concerns about the runoff from the garage. He asked where the excess water will go.

Mr. Venamore stated that today it sheet flows on the neighbor's property. Now the driveway will pitch and the downspout will be configured east into a rain garden or underground storage.

Motion made by Village Trustee Macdonald, Seconded by Village Trustee Garrity.
Voting Yea: Village Trustee Adams, Village Trustee Garrity, Village Trustee Krummick, Village Trustee Rooney, Village Trustee Macdonald, Village Trustee Herrmann

11. REPORT OF THE PLAN COMMISSION PC 25-24, Final Plat of Subdivision PC 25-25, Planned Development Final Plan Pulte Home Company, LLC, Applicant 610 Peterson Road

On August 26, 2025, the Village Board of Trustees adopted an ordinance approving a Preliminary Plat of Subdivision, Planned Development Concept Plan, Special Use Permit for a Planned Development, and Special Use for Senior Housing. The ordinance acknowledged the requested deviations and amendments to Zoning Map and Comprehensive Plan. Pulte Home Company, LLC is now requesting a Final Plat of Subdivision and Planned Development Final Plan for their mixed residential development comprised of 64 single family detached dwellings and 70 age restricted duplex dwellings at 610 Peterson Road.

The Plan Commission heard these requests at their November 24, 2025 meeting, and concurred with the requests. At time of consideration for Final Plan, the Zoning Code requires the recommendation be made based on finding that the submitted final plans are in substantial conformance with the Concept Plan, conditions previously imposed, and applicable codes and regulations—the Commission recommendation is based on this review. Motions to recommend Village Board of Trustees approval passed with votes of 6 – 0, with the motion for the Final Plat of Subdivision subject to the conditions as outlined in the Report of the Plan Commission.

If the Board approves the Report of the Plan Commission, an ordinance will be prepared for an upcoming Board meeting along with board action on other items including annexation, deviations as part of the planned development, and amendments to the Comprehensive Plan and Zoning Map.

Director Rowe gave introductory remarks regarding the background on the project.

Nick Andriano, Pulte gave a presentation to the Village Board on the project.

Mayor Johnson asked if there were any comments from the public. Mr. Barry Khan spoke. He raised concerns about vehicle/traffic safety in the neighborhood.

Trustee Krummick asked for clarification from Attorney Passman regarding the vote being taken. Attorney Passman clarified it.

Trustee Krummick complimented Pulte on how many trees they are working to retain. He asked if a retaining wall is being used.

Pulte stated that it is not.

Trustee Krummick noted that the road concerns that are being noted are not roads that the Village controls.

KLOA, Javier stated a signal warrant analysis was conducted. The warrants are not met for Peterson Rd. for a signal.

Trustee Garrity asked what the timing would be for the park construction. Nick from Pulte stated that it will be part of Phase I.

Trustee Adams noted the safety concerns. He is happy with how Pulte has responded to concerns raised thus far.

Trustee Rooney thanked the members of the public for their participation in the process. She believes the development is better because of their participation. She thanked Pulte for their partnership.

Trustee Macdonald asked about the street names which were raised as problematic due to similarities to nearby streets. Nick from Pulte noted that they have been changed.

Trustee Herrmann thanked the public for their engagement.

Mayor Johnson encouraged members of the public to reach out to their legislators regarding roads out of the Village's control.

Mr. Khan stated that they did reach out to a Senator who spoke to IDOT and suggests a traffic study be completed. (one has been done)

Motion made by Village Trustee Adams, Seconded by Village Trustee Garrity.
Voting Yea: Village Trustee Adams, Village Trustee Garrity, Village Trustee Krummick, Village Trustee Rooney, Village Trustee Macdonald, Village Trustee Herrmann

12. Mayor's Update

Mayor Johnson wished everyone a happy New Year. She noted that they welcome public engagement in a respectful manner.

Trustee Krummick reminded the public that as elected officials they are here to answer questions. He asked that people be kind and remember they are their neighbors.

Trustee Garrity appreciated the discussion on the fire project. He thanked Pulte on the park project they have been working on. He acknowledged their efforts in retaining existing trees and adding more. Wished everyone a happy new year.

Trustee Adams wished everyone a happy new year. Wished officers well for a recent incident on Pond Ridge Rd.

Trustee Rooney echoed Trustee Krummick's comments. She asked that people do their homework before they disagree and when they do that it is done respectfully. She looks forward to the great things happening in 2026.

Trustee Macdonald noted the Lake County Sheriff's work on Pond Ridge Rd. incident. She is excited about the Main Street calendar this year.

Trustee Herrmann is excited about the new Frozen Fest event coming up. he asked Recreation Director Bodame to explain it.

Director Bodame explained the upcoming event on January 24th.

Mayor Johnson noted it will be fun event for young children.

A. Petitions and Communications

The Appearance Review Commission/Historic Preservation Commission will meet at 4:00 p.m. on Monday, December 15, 2025.

The Economic Development Commission will **NOT** meet at 7:30 a.m. on Wednesday, December 17, 2025.

Village Hall and all non-emergency offices will be closed at noon on Wednesday, December 24th and Thursday, December 25, 2025, in observance of the Christmas Holiday and on Thursday, January 1, 2026, in observance of the New Year's Day Holiday.

The Parks and Recreation Committee will meet at 6:00 p.m. on Tuesday, January 6, 2026.

The Zoning Board of Appeals will meet at 7:00 p.m. on Monday, January 12, 2026.

The Village Board will meet at 7:00 p.m. on Tuesday, January 13, 2026.

13. Village Administrator Update

Administrator Amidei reported the following:

- Christmas Tree Pick-up will continue through January 25th
- Reported that indoor swim lessons have returned at the high school through our Recreation Department

14. Executive Session

Adjournment

Motion made by Village Trustee Rooney, Seconded by Village Trustee Krummick.
Voting Yea: Village Trustee Adams, Village Trustee Garrity, Village Trustee Krummick, Village Trustee Rooney, Village Trustee Macdonald, Village Trustee Herrmann

9:18 pm

Kelly A. Amidei
Deputy Village Clerk



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: January 27, 2026
Agenda Item: Approval of Attached Bills
Staff Recommendation: Approve Payment
Staff Contact: Denise Joseph, Director of Finance

<u>Summary of Funds</u>	
General Fund	\$945,051.15
Commuter Parking Fund	3,907.97
Concord Special Service Area	1,156.67
Foreign Fire Insurance Tax	0.00
General Bond & Interest	0.00
Hotel/Motel Tax Fund	6,454.17
Impact Fee Fund	0.00
Motor Fuel Tax Fund	98,362.58
New Building Fund	0.00
Park Improvement Fund	0.00
Project Fund	4,709.35
Public Building Improvement Fund	0.00
Stormwater Sewer Fund	48,539.33
Tax Increment Finance District	0.00
Technology Equipment/Replacement Service Fund	28,185.79
Tech Enhancements for Police and Fire	0.00
Timber Creek Special Service Area	586.17
Utility Fund	285,419.28
Vehicle Maintenance/Replacement Fund	36,897.10
Total - Accounts Payable	1,459,269.56
Total - Payroll 1/20/26	
(Salaries & Employer Paid Benefits)	1,068,809.78
Grand Total	\$2,528,079.34

The payment of the above listed funds has been approved by the Village Board of Trustees at a meeting held on January 27, 2026 and you are hereby authorized to pay them from the appropriate budgets.

Donna Johnson, Mayor

Attest:

Margaret Clark, Village Clerk

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF LIBERTYVILLE

EXP CHECK RUN DATES 01/27/2026 - 01/27/2026

POSTED
OPEN AND PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 01 GENERAL FUND							
Department: 0000 GENERAL							
01-0000-0-450000	BB-25-0139 - PB-25-0636	SUNRUN INSTALLATION SER	Check Request For Bon	01/15/2026	01/27/2026	500.00	None
01-0000-0-450000	BB-25-0111 - PB-25-0455	DANNER, ANDREW	Check Request For Bon	01/21/2026	01/27/2026	1,500.00	None
01-0000-0-450000	BB-25-0123 - PB-25-0516	BLUE WATER BUILDERS INC	Check Request For Bon	01/21/2026	01/27/2026	1,500.00	None
01-0000-0-454000	LIBERTYVILLE FOUNDATION	LIBERTYVILLE FOUNDATION	CK MADE OUT TO VLG NE	1/26	01/27/2026	100.00	None
01-0000-5-643000	AMBULANCE FEES	UNITED HEALTHCARE INS C	AMBULANCE OVERPMT	25-E2017891	01/27/2026	124.40	None
01-0000-5-643000	AMBULANCE FEES	UNITED HEALTHCARE INS C	AMBULANCE OVERPMT	25-E1848788	01/27/2026	115.06	None
01-0000-5-643000	AMBULANCE FEES	KARAHALIOS, CHRISTINE	AMBULANCE OVERPMT	25-E1587944	01/27/2026	1,341.80	None
01-0000-5-677000	DAMAGE TO VILLAGE PROPERTY	IRMA	DECEMBER 2025 DEDUCTI	301622	01/27/2026	205.00	None
01-0000-6-636000	LOCAL FINES	MUNICIPAL COLLECTIONS O	COLLECTION FEES 12/25	72422	01/27/2026	(125.00)	None
Total Department 0000 GENERAL						5,261.26	
Department: 0100 ADMINISTRATION/FINANCE							
01-0100-2-740000	SICK LEAVE BUY BACK	MISSIONSQUARE - PLAN #	RHS ROSZKOWIAK,C 765H	6250868	01/27/2026	65,474.90	None
01-0100-3-716000	VITAL RECORDS	IDPH VITAL RECORDS	DIST49.5/09705 DEATH	12/25	01/27/2026	6,524.00	None
01-0100-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	2026 ANNUAL CONTRIBUT	202638	01/27/2026	60,483.00	None
01-0100-5-722000	POSTAGE	U.S. POSTMASTER	RENEWAL/1ST CLS PRESO	INV 2026	01/27/2026	370.00	None
01-0100-5-723000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	144G-CXL1-DGDD	01/27/2026	350.75	None
01-0100-5-743000	CODIFICATION SERVICES RENEWAL	CIVICPLUS, INC	CODIFICATION RENEWAL	360807	01/27/2026	3,015.00	None
01-0100-5-799000	MISCELLANEOUS	BEAVER SHREDDING, INC.	SHREDDING SERVICE-VH	66240	01/27/2026	590.00	None
01-0100-5-799000	MISCELLANEOUS	BEAVER SHREDDING, INC.	SHREDDING SERVICE-VH	66241	01/27/2026	522.00	None
01-0100-5-799000	MISCELLANEOUS	WCMA	JOB POSTING-ACCT ASSI	102382	01/27/2026	100.00	None
01-0100-5-799000	MISCELLANEOUS	ILCMA	JOB POSTING-ACCT ASSI	6666	01/27/2026	50.00	None
01-0100-5-799000	JOB POSTING-DIR OF COMM DEVELPMT	AMERICAN PLANNING ASSOC	JOB POSTING-SENIOR PL	2236	01/27/2026	100.00	None
01-0100-5-799000	MISCELLANEOUS	ILCMA	JOB POSTING-SENIOR PL	6679	01/27/2026	50.00	None
01-0100-5-799000	MISCELLANEOUS	WCMA	JOB POSTING-SENIOR PL	102384	01/27/2026	100.00	None
01-0100-5-799000	MISCELLANEOUS	WCMA	JOB POSTING-COMMUNICA	102383	01/27/2026	100.00	None
01-0100-5-799000	MISCELLANEOUS	ILCMA	JOB POSTING-COMMUNICA	6678	01/27/2026	50.00	None
01-0100-5-799000	MISCELLANEOUS	THE BLUE LINE	LATERAL POLICE OFFICE	48497	01/27/2026	1,168.00	None
01-0100-7-713000	MAINTENANCE - COPY MACHINE	RICOH USA, INC	COPIER LEASE 2/8/26-3	109778531	01/27/2026	297.94	None
Total Department 0100 ADMINISTRATION/FINANCE						139,345.59	
Department: 0201 ENGINEERING							
01-0201-5-706000	MATERIALS AND SUPPLIES	CUTLER WORKWEAR	BOOTS-COOPER	PS-INV057173	01/27/2026	202.45	None
01-0201-5-706000	MATERIALS AND SUPPLIES	AMAZON CAPITAL SERVICES	MEASURING WHEEL	1MKQ-XTQ4-JFQR	01/27/2026	59.99	None
01-0201-5-723000	OFFICE SUPPLIES	RICOH USA, INC	COPIER LEASE 1/29-2/2	109760618	01/27/2026	228.08	169914
Total Department 0201 ENGINEERING						490.52	
Department: 0203 STREETS							
01-0203-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	2026 ANNUAL CONTRIBUT	202638	01/27/2026	71,480.00	None
01-0203-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE 2/8/26-3	109778531	01/27/2026	155.30	None
01-0203-4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 12/25	1552241222/DEC25	01/27/2026	73.63	None
01-0203-4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 12/25	8412052222/DEC25	01/27/2026	41.16	None
01-0203-4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 12/25	6756323333/DEC25	01/27/2026	39.65	None
01-0203-5-706000	MATERIALS AND SUPPLIES	ULINE, INC	MAT/ERASE BOARD	202469276	01/27/2026	492.13	None
01-0203-5-752000	UNIFORMS	CUTLER WORKWEAR	UNIFORM-STANISLAWSKI	PS-INV056909	01/27/2026	318.54	None
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	RESET & INSTALL NEW A	050899	01/27/2026	1,878.96	None
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	REPLACE SOCKET & INST	050900	01/27/2026	514.80	None
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	STREETLIGHT MAINT 12/	050904	01/27/2026	1,257.38	None
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	LOCATE & REPAIR CABLE	050905	01/27/2026	6,067.64	None
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	INSTALL & SET NEW BAS	050906	01/27/2026	2,592.28	None

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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 01 GENERAL FUND							
Department: 0203 STREETS							
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	TIED POWER IN & INSTA	050943	01/27/2026	470.79	None
01-0203-7-712000	MAINTENANCE BUILDINGS	MENARDS INC	WALL MOUNT KIT	44234	01/27/2026	37.96	None
01-0203-7-712000	MAINTENANCE BUILDINGS	MENARDS INC	1-TOILET SEAT-PW	44068	01/27/2026	22.09	None
01-0203-7-713000	ROADWAY MEDIANS	BUHRMAN DESIGN GROUP IN	LANDSCAPING MAINT 2/	18137	01/27/2026	1,707.58	None
01-0203-7-716000	ASPHALT FOR ROAD REPAIR	PETER BAKER & SON CO	ASPHALT	54824	01/27/2026	209.60	None
01-0203-7-716000	ASPHALT FOR ROAD REPAIR	PETER BAKER & SON CO	ASPHALT	54843	01/27/2026	1,361.28	None
Total Department 0203 STREETS						88,720.77	
Department: 0204 SNOW REMOVAL AND ICE CONTROL							
01-0204-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	2026 ANNUAL CONTRIBUT	202638	01/27/2026	9,897.00	None
01-0204-5-706000	MATERIALS AND SUPPLIES	RUSSO POWER EQUIPMENT	ROCK SALT	SPI21402018	01/27/2026	392.00	None
Total Department 0204 SNOW REMOVAL AND ICE CONTROL						10,289.00	
Department: 0301 PLANNING DIVISION							
01-0301-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	2026 ANNUAL CONTRIBUT	202638	01/27/2026	6,048.00	None
01-0301-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE 1/29-2/2	109760618	01/27/2026	228.08	169914
01-0301-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE 1/29-2/2	109760618	01/27/2026	228.07	169914
01-0301-5-706000	MATERIALS AND SUPPLIES	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	17V7-LD9C-D3XG	01/27/2026	31.30	None
01-0301-5-706000	MATERIALS AND SUPPLIES	AMAZON CAPITAL SERVICES	BATTERIES	1QCL-PQM-QGTWX	01/27/2026	3.92	None
Total Department 0301 PLANNING DIVISION						6,539.37	
Department: 0302 BUILDING SERVICES							
01-0302-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	2026 ANNUAL CONTRIBUT	202638	01/27/2026	9,897.00	None
01-0302-3-728000	TECHNICAL SERVICES	THOMPSON ELEVATOR INSPE	1-ELEVATOR PLAN REVIE	26-0170	01/27/2026	100.00	None
01-0302-5-723000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	CERTIFICATE FRAME	1L9N-R11W-DQWX	01/27/2026	18.98	None
01-0302-5-723000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	ENVELOPES	1GWY-PN6D-WLQL	01/27/2026	29.80	None
01-0302-5-729000	REIMBURSEABLE EXPENSES	RECORDER OF DEEDS	3-ORDINANCES-SWIG/COR	1931	01/27/2026	112.00	None
Total Department 0302 BUILDING SERVICES						10,157.78	
Department: 0303 ECONOMIC DEVELOPMENT							
01-0303-3-741000	PROMOTION & ACTIVITIES	BRABENDER CREATIVE, LLC	SOCIAL MEDIA STRATEGY	61386-000455	01/27/2026	100.00	None
Total Department 0303 ECONOMIC DEVELOPMENT						100.00	
Department: 0501 POLICE ADMIN, COMMUNICATION & RECORDS							
01-0501-3-705000	CONTRACTUAL SERVICES	SENSYS GATSO. USA	RED LIGHT CAMERA PROG	25400703	01/27/2026	10,770.00	None
01-0501-3-705000	CONTRACTUAL SERVICES	COMMONWEALTH EDISON CO	SERVICE 12/25	5776726000/DEC25	01/27/2026	28.43	None
01-0501-3-705000	CONTRACTUAL SERVICES	MUNICIPAL COLLECTIONS O	COLLECTION FEES 12/25	72422	01/27/2026	160.68	None
01-0501-3-705000	CONTRACTUAL SERVICES	MOTOROLA INC	STARCOM NETWORK 1/1-1	9969520251201	01/27/2026	2,733.00	None
01-0501-3-705000	CONTRACTUAL SERVICES	COMMONWEALTH EDISON CO	SERVICE 12/25	3664132222/DEC25	01/27/2026	51.49	None
01-0501-3-705000	CONTRACTUAL SERVICES	VERIZON	SERVICE 12/9-1/8/26	6133053557	01/27/2026	704.11	None
01-0501-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	NOVEMBER 2025 DEDUCTI	301556	01/27/2026	7,016.42	None
01-0501-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	DECEMBER 2025 DEDUCTI	301622	01/27/2026	6,504.32	None
01-0501-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	2026 ANNUAL CONTRIBUT	202638	01/27/2026	159,455.00	None
01-0501-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE 2/8/26-3	109778531	01/27/2026	163.29	None
01-0501-5-706000	MATERIALS AND SUPPLIES	WAREHOUSE DIRECT, INC	PAPER TOWELS-SCHERTZ	6072365-0	01/27/2026	153.52	None
01-0501-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	IL LAW ENFORCEMENT ADMI	ACTIVE MEMBER RENEW-P	1/26	01/27/2026	75.00	None
01-0501-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	IL LAW ENFORCEMENT ADMI	MEMBERSHIP DUES-REED	1/26	01/27/2026	75.00	None
01-0501-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	REED, SARA	CPD COMMUNITY EVENTS/	1/26	01/27/2026	710.15	None
01-0501-5-743000	PRINTING AND PUBLICATIONS	THE BLUE LINE	POLICE OFFICER JOB AD	48518	01/27/2026	447.00	None
01-0501-5-752000	UNIFORMS	J.G. UNIFORMS INC	UNIFORM-GOZE	157289	01/27/2026	274.95	None
01-0501-7-715000	MAINTENANCE OTHER EQUIPMENT	ADVANCED BUSINESS GROUP	ETHERNET SERVICE	2827	01/27/2026	494.20	None

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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 01 GENERAL FUND							
Department: 0501 POLICE ADMIN, COMMUNICATION & RECORDS							
Total Department 0501 POLICE ADMIN, COMMUNICATION & RECORDS						189,816.56	
Department: 0502 POLICE PATROL							
01-0502-5-706000	MATERIALS AND SUPPLIES	GALLS, LLC	10-INERT TRAINING UNI	033692382	01/27/2026	162.89	None
01-0502-5-720000	DUI EQUIPMENT	INTOXIMETERS INC	PBT - DUI EQUIPMENT	804859	01/27/2026	498.00	None
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	UNIVERSITY OF ILLINOIS,	BLE ACADEMY 25-03 GOD	UPI13258	01/27/2026	16,354.00	None
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	NAMETAPE/VELCRO-KELLY	2453712	01/27/2026	25.99	None
01-0502-5-752000	UNIFORMS	J.G. UNIFORMS INC	UNIFORM-SWIATKOWSKI	157290	01/27/2026	147.15	None
01-0502-5-752000	UNIFORMS	J.G. UNIFORMS INC	UNIFORM-NAVARRO	157291	01/27/2026	278.45	None
01-0502-5-752000	UNIFORMS	J.G. UNIFORMS INC	UNIFORM-GODLEWSKI	157292	01/27/2026	147.15	None
01-0502-5-752000	UNIFORMS	J.G. UNIFORMS INC	UNIFORM-BAKER	157293	01/27/2026	147.15	None
01-0502-5-752000	UNIFORMS	J.G. UNIFORMS INC	2-PANTS-HOWARD	157295	01/27/2026	168.00	None
01-0502-5-752000	UNIFORMS	J.G. UNIFORMS INC	NAMETAPE-BAKER	157516	01/27/2026	15.00	None
01-0502-5-799000	MISCELLANEOUS	AMAZON CAPITAL SERVICES	PHONE CASE	1TCT-HG1X-93L9	01/27/2026	17.95	None
Total Department 0502 POLICE PATROL						17,961.73	
Department: 0601 FIRE-ADMINISTRATION							
01-0601-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE 2/8/26-3	109778531	01/27/2026	153.04	None
Total Department 0601 FIRE-ADMINISTRATION						153.04	
Department: 0602 FIRE PREVENTION							
01-0602-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	PROMOS 911 INC	CHESTER TRADING CARDS	12778	01/27/2026	214.95	None
01-0602-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	IAAI	ARSON INVESTIGATOR AS	133391	01/27/2026	133.00	None
Total Department 0602 FIRE PREVENTION						347.95	
Department: 0603 FIRE-EMERGENCY SERVICES							
01-0603-3-705000	CONTRACTURAL SERVICES	HFS BUREAU OF FISCAL OP	GEMT REVENUE SHARE W/	GEMTFY26Q1-269	01/27/2026	132,826.67	None
01-0603-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	NOVEMBER 2025 DEDUCTI	301556	01/27/2026	475.58	None
01-0603-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	DECEMBER 2025 DEDUCTI	301622	01/27/2026	55.50	None
01-0603-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	2026 ANNUAL CONTRIBUT	202638	01/27/2026	175,952.00	None
01-0603-3-728000	TECHNICAL SERVICES	VERIZON	SERVICE 12/2/25-1/1/2	6132388860	01/27/2026	147.64	None
01-0603-3-728000	TECHNICAL SERVICES	EMS MANAGEMENT & CONSUL	AMBULANCE BILLING 12/	EMS-022117	01/27/2026	6,562.91	None
01-0603-5-707000	FIREFIGHTER SUPPLIES	LINDE GAS & EQUIPMENT I	OXYGEN	54257760	01/27/2026	98.88	None
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	NIPSTA	TRAINING CLASS-REED	89698302	01/27/2026	810.00	None
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	NIPSTA	TRAINING CLASS-MOYA	97017158	01/27/2026	900.00	None
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	NORTHERN IL DIVE TRAINI	ICE DIVE TRAINING CLA	26-104	01/27/2026	300.00	None
Total Department 0603 FIRE-EMERGENCY SERVICES						318,129.18	
Department: 0604 FIRE-SUPPORT SERVICES							
01-0604-3-705000	CONTRACTURAL SERVICES	MOTOROLA INC	STARCOM RADIO SERVICE	9969620251201	01/27/2026	1,544.00	None
01-0604-3-705000	CONTRACTURAL SERVICES	VERIZON	SERVICE 12/9-1/8/26	6133053557	01/27/2026	360.54	None
01-0604-5-707000	FIREFIGHTER SUPPLIES	AIR ONE EQUIPMENT, INC	HURST BATTERY	231267	01/27/2026	669.00	None
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	COAT BADGE - ADAMS	148200	01/27/2026	112.00	None
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	3PAIRS-ANKLE SOCKS-PI	148424	01/27/2026	30.00	None
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	BOOTS-KUEBKER	148935	01/27/2026	127.00	None
01-0604-7-712000	MAINTENANCE BUILDINGS	ACK-TEMP MECHANICAL SER	GARAGE HEATER REPAIR-	219658	01/27/2026	670.00	None
01-0604-7-712000	MAINTENANCE BUILDINGS	LAKELAND/LARSEN ELEVATO	ELEVATOR MAINT 1/26	206204	01/27/2026	246.67	None
01-0604-7-712000	MAINTENANCE BUILDINGS	GRAINGER INC	12-AIR FILTERS	9768001936	01/27/2026	96.00	None
01-0604-7-712000	MAINTENANCE BUILDINGS	TEMPERATURE EQUIPMENT C	IGNITOR KIT-STN1	8801240-00	01/27/2026	30.60	None
01-0604-7-713000	FIRE DEPT GROUNDS	BUHRMAN DESIGN GROUP IN	LANDSCAPING MAINT 2/	18137	01/27/2026	546.83	None
Total Department 0604 FIRE-SUPPORT SERVICES						4,432.64	

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Fund: 01 GENERAL FUND							
Department: 0701 PARKS							
01-0701-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	DECEMBER 2025 DEDUCTI	301622	01/27/2026	384.42	None
01-0701-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	2026 ANNUAL CONTRIBUT	202638	01/27/2026	40,689.00	None
01-0701-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 12/25	0313142000/DEC25	01/27/2026	41.29	None
01-0701-4-708000	NICHOLAS DOWDEN PARK	COMMONWEALTH EDISON CO	SERVICE 12/25	2351821222/DEC25	01/27/2026	53.69	None
01-0701-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 12/25	6878964000/DEC25	01/27/2026	123.75	None
01-0701-5-706000	MATERIALS AND SUPPLIES	R.J. THOMAS MFG. CO., I	2-PICNIC TABLES	284051	01/27/2026	1,211.00	None
01-0701-5-706000	MATERIALS AND SUPPLIES	MCMaster-CARR SUPPLY CO	SANDING DISCS FOR PIC	58034071	01/27/2026	124.04	None
01-0701-5-706000	MATERIALS AND SUPPLIES	SUPERIOR INDUSTRIAL SUP	JANITORIAL SUPPLIES	223267	01/27/2026	221.10	None
01-0701-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	HANNIGAN, TIMOTHY	CDL TEST & LICENSE	1/26	01/27/2026	61.35	None
01-0701-5-752000	UNIFORMS	CINTAS CORPORATION	UNIFORMS	4255493487	01/27/2026	40.52	None
01-0701-5-752000	UNIFORMS	CUTLER WORKWEAR	BOOTS-KIDD	PS-INV056908	01/27/2026	161.95	None
01-0701-5-752000	UNIFORMS	CINTAS CORPORATION	UNIFORMS	4256248669	01/27/2026	33.86	None
01-0701-7-712000	MAINTENANCE BUILDING	MENARDS INC	TIE DOWNS/FURNITURE G	43884	01/27/2026	63.93	None
01-0701-7-712000	MAINTENANCE BUILDING	MENARDS INC	2-PORTABLE HEATERS	43912	01/27/2026	119.98	None
01-0701-7-713000	SNOW REMOVAL AND ICE CONTROL	TGF ENTERPRISES INC	SNOW REMOVAL/VPLOW-DT	7960	01/27/2026	763.83	None
01-0701-7-713000	SNOW REMOVAL AND ICE CONTROL	TGF ENTERPRISES INC	SNOW REMOVAL/TRACTOR/	7961	01/27/2026	694.63	None
01-0701-7-713000	MAINTENANCE GROUNDS	SUPERIOR INDUSTRIAL SUP	JANITORIAL SUPPLIES	223267	01/27/2026	781.80	None
01-0701-7-713000	VILLAGE PARKS	BUHRMAN DESIGN GROUP IN	LANDSCAPING MAINT 2/	18137	01/27/2026	20,364.17	None
01-0701-7-713000	MAINTENANCE GROUNDS	CONSERV FS, INC	ICE HEAT-SIDEWALK SAL	65208961	01/27/2026	453.25	None
01-0701-7-715000	MAINTENANCE OTHER EQUIPMENT	AMAZON CAPITAL SERVICES	EMERG STROB LIGHTS	17C3-CR93-CXL3	01/27/2026	19.43	None
Total Department 0701 PARKS						66,406.99	
Department: 0702 RECREATION							
01-0702-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	DECEMBER 2025 DEDUCTI	301622	01/27/2026	192.75	None
01-0702-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	2026 ANNUAL CONTRIBUT	202638	01/27/2026	32,991.00	None
01-0702-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE 2/8/26-3	109778531	01/27/2026	155.30	None
01-0702-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 12/25	7280542000/DEC25	01/27/2026	56.27	None
01-0702-5-706000	SUPL & EXP - TOT PROGRAMS	RICOH USA, INC	COPIER LEASE 2/8/26-3	109778531	01/27/2026	110.44	None
01-0702-5-722000	SEASONAL BROCHURES	MINUTEMAN PRESS	24 X 26 WELCOME SIGN-	6609	01/27/2026	108.00	None
01-0702-5-723000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	2-PORTABLE FOLDING SI	1TNK-6QP7-C1RW	01/27/2026	349.98	None
01-0702-5-732000	SUPPLIES & EXP -SPC EVNT FMLY	AMAZON CAPITAL SERVICES	VALENTINE DATE SUPPLY	17D6-G7C9-GGGN	01/27/2026	224.55	None
01-0702-5-732000	SUPPLIES & EXP -SPC EVNT FMLY	AMAZON CAPITAL SERVICES	FORZN FEST SUPPLIES	1WKR-CX1Y-TD13	01/27/2026	463.35	None
01-0702-5-732000	SUPPLIES & EXP -SPC EVNT FMLY	AMAZON CAPITAL SERVICES	HOT CHOCOLATE-FROZEN	17QT-73WP-FMDX	01/27/2026	95.64	None
01-0702-7-712000	MAINTENANCE BUILDING	MENARDS INC	RETURN-CURTAIN PARTS	43883	01/27/2026	(23.96)	None
01-0702-7-712000	MAINTENANCE BUILDING	MENARDS INC	ADLER LODGE AIR LEAK	43958	01/27/2026	82.33	None
01-0702-7-712000	MAINTENANCE BUILDING	MENARDS INC	BULB BALLAST-RIVERSID	43911	01/27/2026	29.99	None
01-0702-7-712000	MAINTENANCE BUILDING	MENARDS INC	RIVERSIDE DAY CARE LI	43910	01/27/2026	32.94	None
01-0702-7-712000	MAINTENANCE BUILDING	SUPERIOR INDUSTRIAL SUP	JANITORIAL SUPPLIES	223267	01/27/2026	149.20	None
Total Department 0702 RECREATION						35,017.78	
Department: 0703 SWIMMING POOL OPERATIONS							
01-0703-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	2026 ANNUAL CONTRIBUT	202638	01/27/2026	10,447.00	None
01-0703-5-705000	SUPPLIES - SWIM LESSONS	AMAZON CAPITAL SERVICES	41-LIFE JACKETS-SWIM	1HLG-HRCK-3XP6	01/27/2026	948.15	None
01-0703-7-712000	MAINTENANCE BUILDING	GRAINGER INC	COLD GALVANIZING COMP	9770637024	01/27/2026	79.97	None
01-0703-7-716000	MAINTENANCE POOLS	IN THE SWIM	POOL LIGHT FIXTURE-AD	WPR9105348-0001	01/27/2026	425.83	None
01-0703-7-716000	MAINTENANCE POOLS	DOHENY'S	HYDROSTATIC RELEIF VA	249868	01/27/2026	49.98	None
01-0703-7-716000	MAINTENANCE POOLS	RECSUPPLY	CHEMICAL TESTING REAG	539727	01/27/2026	72.12	None
Total Department 0703 SWIMMING POOL OPERATIONS						12,023.05	
Department: 1200 LEGISLATIVE BDS & COMMITTEES							

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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 01 GENERAL FUND							
Department: 1200 LEGISLATIVE BDS & COMMITTEES							
01-1200-3-728000	TECHNICAL SERVICE	RECORDER OF DEEDS	3-ORDINANCES-SWIG/COR	1931	01/27/2026	100.00	None
Total Department 1200 LEGISLATIVE BDS & COMMITTEES						100.00	
Department: 1300 LEGAL							
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-INTERGO	26461	01/27/2026	78.00	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-CANNABI	26448	01/27/2026	429.00	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-REDEVEL	26452	01/27/2026	468.00	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-LIBERTY	26453	01/27/2026	234.00	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-GREENWA	26454	01/27/2026	2,463.00	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-SUYDAM	26455	01/27/2026	4,110.50	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-PUBLIC	26463	01/27/2026	546.00	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-VILLAGE	26464	01/27/2026	668.00	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-MNGMT O	26459	01/27/2026	78.00	None
01-1300-3-779000	LITIGATION	ELROD FRIEDMAN LLP	LEGAL COUNSEL-MISC LI	26465	01/27/2026	156.00	None
01-1300-3-779000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-SPECTRU	26460	01/27/2026	156.00	None
01-1300-3-781000	ADMINISTRATIVE ADJUDICATOR	HENRY TONIGAN	ADJUDICATION SERVICE	1/26	01/27/2026	1,750.00	None
Total Department 1300 LEGAL						11,136.50	
Department: 1500 CENTRAL BUSINESS DST PARKING							
01-1500-7-712000	MAINTENANCE BUILDING	LAKELAND/LARSEN ELEVATO	ELEVATOR MAINT 1/26	206204	01/27/2026	493.32	None
01-1500-7-712000	MAINTENANCE BUILDING	LAKELAND/LARSEN ELEVATO	ELEV DOOR REPAIR INVE	206306	01/27/2026	1,410.00	None
01-1500-7-712000	MAINTENANCE BUILDING	GRAINGER INC	2-FIRE EXT CABINET/2-	9776562291	01/27/2026	388.50	None
01-1500-7-713000	SNOW REMOVAL AND ICE CONTROL	TGF ENTERPRISES INC	SNOW REMOVAL/SPREADER	7959	01/27/2026	265.23	None
01-1500-7-713000	CDB PARKING LOTS	BUHRMAN DESIGN GROUP IN	LANDSCAPING MAINT 2/	18137	01/27/2026	913.00	None
Total Department 1500 CENTRAL BUSINESS DST PARKING						3,470.05	
Department: 1700 PUBLIC BUILDINGS							
01-1700-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	NOVEMBER 2025 DEDUCTI	301556	01/27/2026	1,599.41	None
01-1700-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	DECEMBER 2025 DEDUCTI	301622	01/27/2026	893.47	None
01-1700-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	DECEMBER 2025 DEDUCTI	301622	01/27/2026	9,400.00	None
01-1700-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	2026 ANNUAL CONTRIBUT	202638	01/27/2026	10,997.00	None
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	LAKELAND/LARSEN ELEVATO	ELEVATOR MAINT 1/26	206204	01/27/2026	246.67	None
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	MENARDS INC	VH LIGHT REPAIR	43956	01/27/2026	32.68	None
01-1700-7-712000	VILLAGE HALL	BUHRMAN DESIGN GROUP IN	LANDSCAPING MAINT 2/	18137	01/27/2026	262.58	None
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	MENARDS INC	3-MOUSE TRAPS-VH	44164	01/27/2026	4.31	None
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	LECHNER & SONS	FLOOR MATS FOR THE VH	3608561	01/27/2026	100.00	None
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	GRAINGER INC	2-SAFETY SIGN-LAKE ST	9776214596	01/27/2026	28.00	None
01-1700-7-713000	ADDTL	LAKELAND/LARSEN ELEVATO	ELEVATOR MAINT 1/26	206204	01/27/2026	246.67	None
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	BUHRMAN DESIGN GROUP IN	LANDSCAPING MAINT 2/	18137	01/27/2026	1,013.84	None
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	MENARDS INC	DRAIN CLEAN	44236	01/27/2026	13.58	None
01-1700-7-762000	ADDTL	LAKELAND/LARSEN ELEVATO	ELEVATOR MAINT 1/26	206204	01/27/2026	246.67	None
01-1700-7-762000	MAINTENANCE - CIVIC CENTER	MENARDS INC	BATHROOM PARTITION RE	44062	01/27/2026	47.97	None
01-1700-7-781000	MAINTENANCE - ADLER CULTURAL CENT	MENARDS INC	ADLER ARTS SINK WASHE	43879	01/27/2026	18.54	None
Total Department 1700 PUBLIC BUILDINGS						25,151.39	
Total Fund 01 GENERAL FUND						945,051.15	
Fund: 02 CONCORD SPECIAL SERVICE AREA							
Department: 0000 GENERAL							
02-0000-0-781000	CORCORD SSA	BUHRMAN DESIGN GROUP IN	LANDSCAPING MAINT 2/	18137	01/27/2026	1,156.67	None
Total Department 0000 GENERAL						1,156.67	

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Fund: 02 CONCORD SPECIAL SERVICE AREA							
						Total Fund 02 CONCORD SPECIAL SERVICE AREA	1,156.67
Fund: 06 TIM/CREEK SPECIAL SERVICE AREA							
Department: 0000 GENERAL							
06-0000-0-781000	TIMBER CREEK	BUHRMAN DESIGN GROUP IN	LANDSCAPING MAINT 2/	18137	01/27/2026	586.17	None
						Total Department 0000 GENERAL	586.17
						Total Fund 06 TIM/CREEK SPECIAL SERVICE AREA	586.17
Fund: 07 MOTOR FUEL TAX FUND							
Department: 0000 GENERAL							
07-0000-0-738000	ASPHALT RESURFACING	CIVILTECH ENGINEERING,	ROCKLAND BRIDGE PH 2	3935-14	01/27/2026	84,019.86	None
07-0000-0-738000	ASPHALT RESURFACING	CIVILTECH ENGINEERING,	US45 & TEMPEL - ENG	3844-18	01/27/2026	14,342.72	None
						Total Department 0000 GENERAL	98,362.58
						Total Fund 07 MOTOR FUEL TAX FUND	98,362.58
Fund: 13 HOTEL/MOTEL TAX FUND							
Department: 0000 GENERAL							
13-0000-0-713000	DOWNTOWN BEAUTIFICATION	BUHRMAN DESIGN GROUP IN	LANDSCAPING MAINT 2/	18137	01/27/2026	4,264.17	None
13-0000-0-759000	GLMV DIRECTORY LISTING	TOWN SQUARE PUBLICATONS	GLMV DISPLAY AD	356369	01/27/2026	790.00	None
13-0000-0-759000	TOURISM PROMOTIONS	BRABENDER CREATIVE, LLC	SOCIAL MEDIA STRATEGY	61386-000455	01/27/2026	1,400.00	None
						Total Department 0000 GENERAL	6,454.17
						Total Fund 13 HOTEL/MOTEL TAX FUND	6,454.17
Fund: 14 COMMUTER PARKING FUND							
Department: 0000 GENERAL							
14-0000-5-736000	CREDIT CARD FEES	PARKMOBILE LLC	PARKING LOTS CC FEES	INV-US032-2025-0030	01/27/2026	954.70	None
14-0000-7-713000	SNOW REMOVAL AND ICE CONTROL	TGF ENTERPRISES INC	SNOW REMOVAL/SPREADER	7957	01/27/2026	781.35	None
14-0000-7-713000	SNOW REMOVAL AND ICE CONTROL	TGF ENTERPRISES INC	SNOW REMOVAL/SPREADER	7958	01/27/2026	625.01	None
14-0000-7-713000	COMMUTER PARKING	BUHRMAN DESIGN GROUP IN	LANDSCAPING MAINT 2/	18137	01/27/2026	1,533.33	None
14-0000-7-713000	MAINTENANCE GROUNDS	MENARDS INC	2-LED BULB	44235	01/27/2026	13.58	None
						Total Department 0000 GENERAL	3,907.97
						Total Fund 14 COMMUTER PARKING FUND	3,907.97
Fund: 20 UTILITY FUND							
Department: 0000 GENERAL							
20-0000-0-401001	DEPOSIT REFUND	JOLT PARTNERS INC	UB refund for account	01/21/2026	01/27/2026	200.00	None
						Total Department 0000 GENERAL	200.00
Department: 2020 WATER DEPARTMENT							
20-2020-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	2026 ANNUAL CONTRIBUT	202638	01/27/2026	38,489.00	None
20-2020-3-728000	TECHNICAL SERVICES	HBK WATER METER SERVICE	BENCH TEST - WTR METE	260002	01/27/2026	60.00	None
20-2020-3-728000	TECHNICAL SERVICES	M.E. SIMPSON COMPANY, I	LEAK LOCATOR/GARFIELD	45766	01/27/2026	645.00	None
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 12/25	2549076000/DEC25	01/27/2026	173.15	None
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 12/25	3573994000/DEC25	01/27/2026	63.36	None
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 12/25	4902930100/DEC25	01/27/2026	101.58	None
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 12/25	9157711222/DEC25	01/27/2026	66.10	None
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 12/25	8789828000/DEC25	01/27/2026	73.90	None
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 12/25	8368684111/DEC25	01/27/2026	77.36	None
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 12/25	6094292000/DEC25	01/27/2026	314.93	None
20-2020-5-706000	MATERIALS AND SUPPLIES	BLACKBURN MANUFACTURING	MARKER FLAGS	IN0019686	01/27/2026	862.75	None

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Fund: 20 UTILITY FUND							
Department: 2020 WATER DEPARTMENT							
20-2020-5-706000	MATERIALS AND SUPPLIES	BLACKBURN MANUFACTURING	MARKER FLAGS	IN0019854	01/27/2026	681.42	None
20-2020-5-706000	MATERIALS AND SUPPLIES	GRAINGER INC	2-IMPACT WRENCH KITS	9765056669	01/27/2026	977.62	None
20-2020-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	2-TARPS	43888	01/27/2026	239.98	None
20-2020-5-706000	MATERIALS AND SUPPLIES	USA BLUEBOOK	SOCKET SET	INV00929666	01/27/2026	192.94	None
20-2020-5-706000	MATERIALS AND SUPPLIES	GRAINGER INC	TOILET VACUUM REPAIR	9767320238	01/27/2026	97.26	None
20-2020-5-706000	MATERIALS AND SUPPLIES	HAWKINS INC	SODIUM HYPOCHLORITE	7306285	01/27/2026	595.88	None
20-2020-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	BATTERIES FAC	44053	01/27/2026	24.27	None
20-2020-5-722000	POSTAGE	U.S. POSTMASTER	RENEWAL/1ST CLS PRESO	INV 2026	01/27/2026	370.00	None
20-2020-5-752000	UNIFORMS	CUTLER WORKWEAR	JACKET-WOERTZ	PS-INV057245	01/27/2026	146.69	None
20-2020-5-752000	UNIFORMS	AMERICAN OUTFITTERS LTD	UNIFORM-PW	449374	01/27/2026	128.80	None
20-2020-5-752000	UNIFORMS	CUTLER WORKWEAR	COAT-ISMAIL	PS-INV057353	01/27/2026	172.79	None
20-2020-5-752000	UNIFORMS	CUTLER WORKWEAR	COAT-OLSEN	PS-INV057354	01/27/2026	172.79	None
20-2020-7-716000	MAINTENANCE WATER LINE	BURRIS EQUIPMENT CO	RENT-EXCAVATOR W/BUCK	RC1035527-1	01/27/2026	1,069.85	None
20-2020-7-716000	MAINTENANCE WATER LINE	MID AMERICAN WATER OF W	REPAIR CLAMPS FOR WAT	289281W	01/27/2026	1,800.61	None
20-2020-7-716000	MAINTENANCE WATER LINE	MID AMERICAN WATER OF W	VALVE BOX ASSEMBLY	289345W	01/27/2026	273.60	None
20-2020-7-716000	MAINTENANCE WATER LINE	CORE & MAIN LP	STOCK MATERIAL	Y374680	01/27/2026	1,410.00	None
Total Department 2020 WATER DEPARTMENT						49,281.63	
Department: 2021 SEWER DEPARTMENT							
20-2021-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	2026 ANNUAL CONTRIBUT	202638	01/27/2026	33,228.00	None
20-2021-4-707000	COUNTY SEWER SERVICE	LAKE COUNTY DEPT OF PUB	COUNTY SEWER 12/25	480056872	01/27/2026	68,836.23	None
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 12/25	5845334000/DEC25	01/27/2026	53.98	None
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 12/25	997545600/DEC25	01/27/2026	294.16	None
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 12/25	3202635000/DEC25	01/27/2026	271.20	None
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 12/25	3726440100/DEC25	01/27/2026	84.24	None
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 12/25	0093313000/DEC25	01/27/2026	49.10	None
20-2021-5-706000	MATERIALS AND SUPPLIES	USA BLUEBOOK	2-GREASE BAGS	INV00937013	01/27/2026	849.90	None
20-2021-7-715000	LIFT STATIONS	BUHRMAN DESIGN GROUP IN	LANDSCAPING MAINT 2/	18137	01/27/2026	91.58	None
20-2021-7-716000	MAINTENANCE SEWER LINES	STANDARD EQUIPMENT CO	REPAIR TO CAMERA MODU	P08280	01/27/2026	5,494.13	None
20-2021-7-716000	SHIPPING	STANDARD EQUIPMENT CO	REPAIR TO CAMERA MODU	P08280	01/27/2026	20.27	None
20-2021-7-716000	MAINTENANCE SEWER LINES	ZARNOTH BRUSH WORKS, IN	CABLEWRAP BROOM REFIL	0204852-IN	01/27/2026	615.00	None
Total Department 2021 SEWER DEPARTMENT						109,887.79	
Department: 2022 WASTE WATER TREATMENT PLANT							
20-2022-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	2026 ANNUAL CONTRIBUT	202638	01/27/2026	34,676.00	None
20-2022-5-706000	MATERIALS AND SUPPLIES	USA BLUEBOOK	LAB SUPPLIES	INV00935093	01/27/2026	556.96	None
20-2022-7-712000	WASTEWATER PLANT	BUHRMAN DESIGN GROUP IN	LANDSCAPING MAINT 2/	18137	01/27/2026	912.50	None
Total Department 2022 WASTE WATER TREATMENT PLANT						36,145.46	
Department: 2024 UTILITY-CAPITAL IMPROVEMENT							
20-2024-5-788000	WATER METERS AND RADIO READ MXU D	CORE & MAIN LP	WATER METERS & RADIO	Y367534	01/27/2026	12,261.00	None
20-2024-5-793000	HYDRANTS, VALVES, MISC	MIDWEST CHLORINATING IN	INSERTION VALVE - CON	005-26PC	01/27/2026	11,250.00	None
20-2024-6-750000	16" PLUG VALVE	LAI, LTD	REPLACEMENT VALVES	25-63064	01/27/2026	26,560.80	None
20-2024-6-750000	8" PLUG VALVE	LAI, LTD	REPLACEMENT VALVES	25-63064	01/27/2026	39,786.60	None
20-2024-6-772000	UNDERGROUND IMPROVEMENT	PADDOCK PUBLICATIONS, I	SEWER CLEANING BID NO	364687	01/27/2026	46.00	None
Total Department 2024 UTILITY-CAPITAL IMPROVEMENT						89,904.40	
Total Fund 20 UTILITY FUND						285,419.28	

Fund: 21 STORMWATER SEWER FUND
Department: 2121 STORMWATER SEWER

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Fund: 21 STORMWATER SEWER FUND							
Department: 2121 STORMWATER SEWER							
21-2121-6-790000	DESIGN ENGINEERING	CHRISTOPHER B BURKE ENG	WINCHESTER DESIGN	207789	01/27/2026	9,576.25	None
21-2121-6-790000	ENGINEERING	CHRISTOPHER B BURKE ENG	COPELAND - CONSTR ENG	207787	01/27/2026	23,276.08	None
21-2121-7-718000	STREET SWEEPING	LRs, LLC	STREET SWEEPING 10/2	PS678485	01/27/2026	13,773.75	None
21-2121-7-718000	STORMWATER DETENTION PONDS	BUHRMAN DESIGN GROUP IN	LANDSCAPING MAINT 2/	18137	01/27/2026	1,913.25	None
Total Department 2121 STORMWATER SEWER						48,539.33	
Total Fund 21 STORMWATER SEWER FUND						48,539.33	
Fund: 30 VEHICLE MAINT/REPL SERVICE FD							
Department: 0000 GENERAL							
30-0000-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	2026 ANNUAL CONTRIBUT	202638	01/27/2026	25,507.00	None
30-0000-5-711000	GASOLINE & OIL	AL WARREN OIL CO INC	DIESEL EXHAUST FLUID	W1812878	01/27/2026	412.50	None
30-0000-5-714000	VEHICLE PARTS	ADVANCE AUTO PARTS	MISC VEHICLE REPAIR P	1870791412	01/27/2026	12.99	None
30-0000-5-714000	VEHICLE PARTS	GRAINGER INC	FLOWMETER	9764322377	01/27/2026	629.63	None
30-0000-5-714000	VEHICLE PARTS	CHICAGO PARTS & SOUND L	FLOOR MATS	42V0018812	01/27/2026	101.61	None
30-0000-5-714000	VEHICLE PARTS	LIBERTYVILLE LINCOLN SA	CAP FILLER A461	5147073	01/27/2026	11.39	None
30-0000-5-714000	VEHICLE PARTS	MIDWEST HOSE AND FITTING	HYDRAULIC FITTINGS	248505	01/27/2026	350.86	None
30-0000-5-714000	VEHICLE PARTS	RUSSO POWER EQUIPMENT	FUEL LINE AND PRIMER	SP121396965	01/27/2026	55.72	None
30-0000-5-714000	VEHICLE PARTS	LEACH ENTERPRISES INC	4-MUD FLAPS	01P25822	01/27/2026	96.00	None
30-0000-5-714000	VEHICLE PARTS	WEST SIDE TRACTOR SALES	LOCK BUFFER, PIN & TO	W39238	01/27/2026	1,029.12	None
30-0000-5-714000	VEHICLE PARTS	LAKESIDE INTERNATIONAL	FAN BELT/WATER PUMP K	7305833P	01/27/2026	910.26	None
30-0000-5-714000	VEHICLE PARTS	JX ENTERPRISES, INC	WATER PUMP KIT	18255623P	01/27/2026	318.50	None
30-0000-5-714000	VEHICLE PARTS	MONROE TRUCK EQUIPMENT	PLOW BLADES	59769	01/27/2026	2,276.92	None
30-0000-5-714000	FREIGHT	MONROE TRUCK EQUIPMENT	PLOW BLADES	59769	01/27/2026	124.09	None
30-0000-5-714000	VEHICLE PARTS	FOSTER COACH SALES, INC	A-461 SUSPENSION PART	30366	01/27/2026	2,044.48	None
30-0000-5-755000	LICENSE/TITLE/INSPECTION FEES	RONDOUT SERVICE CENTER	SAFETY INSPECTIONS -	18665	01/27/2026	389.50	None
30-0000-5-789000	ACCIDENT DAMAGE EXPENSE	ESTRADA CUSTOMS	SQUAD #21 ACCIDENT DA	1349	01/27/2026	2,190.80	None
30-0000-5-789000	LABOR & PARTS	ESTRADA CUSTOMS	SQUAD #21 ACCIDENT DA	1349	01/27/2026	240.73	None
30-0000-7-715000	MAINTENANCE OTHER EQUIPMENT	MANKOFF INDUSTRIES, INC	INSPECTION OF FUEL TA	7240	01/27/2026	195.00	None
Total Department 0000 GENERAL						36,897.10	
Total Fund 30 VEHICLE MAINT/REPL SERVICE FD						36,897.10	
Fund: 31 TECHNOLOGY EQUIP/REPL SER FD							
Department: 0000 GENERAL							
31-0000-3-728000	CONSULTING SERVICES	PRESCIENT SOLUTIONS	IT SUPPORT SERVICES #	0126110	01/27/2026	25,144.11	None
31-0000-5-706000	COMPUTER SUPPLIES	AMAZON CAPITAL SERVICES	COMPUTER SUPPLIES	1GWY-PN6D-HYP7	01/27/2026	72.15	None
31-0000-5-729000	FAX SOFTWARE MONTHLY CHARGE	EGOLDFAX	E-FAX 1/26	#EGOLD-12173581	01/27/2026	29.99	None
31-0000-5-729000	ENTERPRISE OPTION	EGOLDFAX	E-FAX 1/26	#EGOLD-12173581	01/27/2026	5.00	None
31-0000-5-729000	ENTERPRISE OPTION AGENT	EGOLDFAX	E-FAX 1/26	#EGOLD-12173581	01/27/2026	1.00	None
31-0000-5-729000	TOLL FAX NUMBER	EGOLDFAX	E-FAX 1/26	#EGOLD-12173581	01/27/2026	3.50	None
31-0000-5-729000	SOFTWARE, LICENSING, UPDATES	BS&A SOFTWARE INC	SERVICE FEE-PERMIT AP	165484	01/27/2026	66.00	None
31-0000-6-790000	MICROSOFT SURFACE LAPTOP 6	CDW GOVERNMENT, INC	2-LAPTOPS	AH6HP2G	01/27/2026	1,925.54	None
31-0000-6-790000	MS COMPLETE BUSINESS WARRANTY	CDW GOVERNMENT, INC	LAPTOPS FOR BACKE AND	AH6N35Z	01/27/2026	479.22	None
31-0000-6-790000	SURFACE THUNDERBOLT 4 DOCK	CDW GOVERNMENT, INC	2-DOCKS	AH6W82Q	01/27/2026	459.28	None
Total Department 0000 GENERAL						28,185.79	
Total Fund 31 TECHNOLOGY EQUIP/REPL SER FD						28,185.79	
Fund: 40 PROJECT FUND							
Department: 0000 GENERAL							

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF LIBERTYVILLE

EXP CHECK RUN DATES 01/27/2026 - 01/27/2026

POSTED
OPEN AND PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 40 PROJECT FUND							
Department: 0000 GENERAL							
40-0000-0-784000	ENG SERVICES	CIVILTECH ENGINEERING,	CIVILTECH BIKE GRANTS	56706	01/27/2026	3,995.25	None
40-0000-0-799000	PHASE 3 ENG	CIVILTECH ENGINEERING,	MAPLE & MILW CROSSWAL	56666	01/27/2026	592.20	None
40-0000-0-799000	MISCELLANEOUS	NATIONAL BAND AND TAG	2026 MOTORCYCLE TAGS	349617	01/27/2026	121.90	None
Total Department 0000 GENERAL						4,709.35	
Total Fund 40 PROJECT FUND						4,709.35	

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF LIBERTYVILLE

EXP CHECK RUN DATES 01/27/2026 - 01/27/2026

POSTED
OPEN AND PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number	
--- TOTALS BY FUND ---								
		01	GENERAL FUND			945,051.15		
		02	CONCORD SPECIAL SERVICE AREA			1,156.67		
		06	TIM/CREEK SPECIAL SERVICE AREA			586.17		
		07	MOTOR FUEL TAX FUND			98,362.58		
		13	HOTEL/MOTEL TAX FUND			6,454.17		
		14	COMMUTER PARKING FUND			3,907.97		
		20	UTILITY FUND			285,419.28		
		21	STORMWATER SEWER FUND			48,539.33		
		30	VEHICLE MAINT/REPL SERVICE FD			36,897.10		
		31	TECHNOLOGY EQUIP/REPL SER FD			28,185.79		
		40	PROJECT FUND			4,709.35		
		Total For All Funds:					<u>1,459,269.56</u>	



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: January 27, 2026

Agenda Item: Consideration of a Resolution to Approve a Special Event in Sunrise Rotary Park – St. Joseph Church

Staff Recommendation: Approve Resolution

Staff Contact: Kelly A. Amidei, Village Administrator

Background: St. Joseph Church has submitted a request to use Sunrise Rotary Park for Mass in the Park as well as street closures on Maple and Broadway from noon to 10:00 p.m. on Saturday, August 15, 2026.

Staff recommends Village Board approval of the resolution approving the special event for a Mass and picnic in Sunrise Rotary Park.

Attachments:

1. Resolution
2. Special Event Application

RESOLUTION NO. 26-R-

A RESOLUTION APPROVING A SPECIAL EVENT IN SUNRISE ROTARY PARK ON SATURDAY, AUGUST 15, 2026

WHEREAS, St. Joseph Church (“*Applicant*”) has filed an application with the Village to host a special event at Sunrise Rotary Park on Saturday, August 15, 2026 at 5:00 p.m. (“*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 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 Sunrise Rotary Park 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 27th day of January, 2026.

AYES:

NAYS:

ABSENT: NONE

APPROVED this 27th day of January, 2026.

Donna Johnson, Village President

ATTEST:

Margaret Clark, Village Clerk

EXHIBIT A
AGREEMENT

EVENT DATE(s): 8/15/2026



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: Mass In The Park

Sponsoring Organization: St. Joseph Catholic Church

Address: [REDACTED]

Phone: 847.362.2073 Fax: [REDACTED]

Is this organization a certified non-profit organization? Yes No

Contact Person: Anna Roeser

Address: [REDACTED]

Daytime Phone: [REDACTED] Cell Phone: [REDACTED]

Section 2: General Information

Event Date: 8/15/2026

Event time (please list for each date): 5pm

Set up date and time: Saturday 8/15/2026 8am

EVENT DATE(s): 8/15/2026

Dismantling/clean up date and time: 8/15/2026 10pm

(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): 1,200

Section 3: Event Location

Please check all that apply

Public parking lot – Address: _____

Private parking lot – Address: _____

Please attach letter of approval from property owner

Park – Please list park

Sunrise Rotary Park

Public streets – Please list street(s): _____

Section 4: Type of Special Event

Please check all that apply

<input type="checkbox"/> Arts & crafts sale	<input type="checkbox"/> Corporate function/gathering	<input type="checkbox"/> Outdoor business event
<input type="checkbox"/> Bicycle ride	<input type="checkbox"/> Fundraising event	<input type="checkbox"/> Run/Walk (Distance: _____)
<input type="checkbox"/> Car show	<input type="checkbox"/> Parade	<input type="checkbox"/> Sidewalk sale/business event
<input type="checkbox"/> Carnival/Circus	<input type="checkbox"/> Petting zoo	<input type="checkbox"/> Other: Mass

Purpose of the event:

Celebrate Mass outside as a community event for all parishioners and surrounding communities.

General description of the event:

Mass and games and activities to promote faith, fellowship and fun.

Admission fee for event: \$ 0

List organizations receiving proceeds from admissions:

N/A

EVENT DATE(s): 8/15/2026

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:

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: Social media, electronic communication.

Notification to residents (if disruption to roadways, noise, parking, etc.):

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: Our staff

Hauler Address:

Hauler Phone Number:

EVENT DATE(s): 8/15/2026

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 type="checkbox"/> Barricades
<input type="checkbox"/> Crowd Control	<input type="checkbox"/> Fire suppression	<input type="checkbox"/> Cones
<input type="checkbox"/> Event Security	<input type="checkbox"/> Fire inspections	<input type="checkbox"/> Orange snow fencing
<input 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 checked="" type="checkbox"/> Parking	Maple	noon	10pm
<input checked="" type="checkbox"/> Closure	<input type="checkbox"/> Parking	Broadway	noon	10pm
<input type="checkbox"/> Closure	<input type="checkbox"/> Parking			
<input type="checkbox"/> Closure	<input type="checkbox"/> Parking			
<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): 8/15/2026

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 8/15/2026 (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 7 day of January, 2026.

Signature

Anna Roeser - Operations Directors

Print name and title

St. Joseph Catholic Church

Organization

1/7/2026

Date

BANNER APPLICATION AND REGULATIONS
FOR COOK PARK

Date: 1/7/2026

Name of Organization: St. Joseph Catholic Church

Type of Event: _____

Street Address: _____

City, Zip: _____ / _____

Phone: 847.362.2073 / [REDACTED]

Applicant's Name: _____

Applicant's Address: _____

Date of Event: _____

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

Initials: AR

Anna Roeser
Signature of Applicant

1/7/2026
Date



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	January 27, 2026
Agenda Item:	Consideration of a Resolution Approve a Professional Services Agreement with Christopher B. Burke Engineering, Ltd. for the Riverside Park Master Plan
Staff Recommendation:	Approve Resolution
Staff Contact:	Ashley Engelmann, Deputy Village Administrator

Background: In 2018, the Village approved an overall park master plan to guide park project planning through 2034. The plan included a recommendation to develop a specific park master plan for Riverside Park. The FY 25/26 budget includes \$35,000 to complete the master plan. The plan may also be used to apply for a future OSLAD Grant.

Staff requested a proposal from Christopher B. Burke Engineering to complete the master plan due to their previously completed related work, in addition their familiarity with the property, including the wetlands and flood way restrictions within the area for the Copeland stormwater project. Their proposal includes public engagement, the development of a concept plan and budget and assistance with the OSLAD grant application.

Staff recommends adoption of the attached Resolution to approve the Professional Services Agreement with Christopher B. Burke Engineering for the Riverside Park Master Plan in the not-to-exceed amount of \$34,830.00 and authorize the execution of the agreement by the Village Administrator.

Attachments:

1. Resolution
2. Agreement
3. Proposal
4. Capital Sheet

RESOLUTION 26-R-_____

A RESOLUTION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR THE RIVERSIDE PARK MASTER PLAN

WHEREAS, the Village of Libertyville has identified the need to retain a professional engineering firm to provide park master plan services for Riverside Park; and

WHEREAS, the firm of Christopher B. Burke Engineering, Ltd. has provided a Proposal in the amount of \$34,830.00 to complete park master plan services for the project; and

WHEREAS, the Proposal from Christopher B. Burke Engineering, Ltd. will be included as an exhibit to the Village's standard Professional Services Agreement; and

WHEREAS, sufficient funds are available in the Village's Fiscal Year 2025/26 Annual Budget; and

WHEREAS, it has been determined by Staff that acceptance of the Proposal from Christopher B. Burke Engineering, Ltd. and entering into an agreement is in compliance with the provisions of the Illinois Local Government Professional Services Selection Act (50 ILCS 510, *et seq.*) as the Village has a satisfactory relationship for services established with the firm of Christopher B. Burke Engineering, Ltd. based upon their previously completed related work and familiarity with the area.

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 Contract. The Board of Trustees hereby approves the

Professional Services Agreement with Christopher B. Burke Engineering, Ltd. for the Riverside Park Master Plan in the amount of \$34,830.00.

SECTION 3: Execution of Contract. The Village Administrator is hereby authorized to execute the Professional Services Agreement with Christopher B. Burke Engineering, Ltd. for the Riverside Park Master Plan.

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

PASSED this ____th day of January, 2026.

AYES:

NAYS:

ABSENT:

APPROVED this ____th day of January, 2026.

Donna Johnson, Village President

ATTEST:

Margaret Clark, Village Clerk

**AGREEMENT BETWEEN THE VILLAGE OF LIBERTYVILLE AND
CHRISTOPHER B. BURKE ENGINEERING, LTD.
FOR PROFESSIONAL SERVICES
RIVERSIDE MASTER PLAN**

THIS AGREEMENT is entered into this ___th day of _____, 2026, between the Village of Libertyville, 118 W. Cook Avenue, Libertyville, IL 60048 (hereinafter referred to as the “Village”), and Christopher B. Burke Engineering, Ltd., 9575 W. Higgins Road, Rosemont, IL 60018 (hereinafter referred to as the “Consultant”).

WHEREAS, the Consultant is a Corporation and desires to enter into this Agreement with the Village; and

WHEREAS, the Consultant represents that it has the full authority to enter into this Agreement and that the party executing this Agreement on behalf of the Consultant has been authorized by the Consultant to execute the Agreement on the Consultant’s behalf; and

WHEREAS, the conditions contained in this Agreement, and the attached exhibits, incorporated by reference herein, constitutes the full and complete Agreement between the parties regarding the subject matter of this Agreement. The following described exhibits are attached hereto and incorporated herein:

- A. The Scope of Services, Fee Schedule and Project Schedule attached hereto as Exhibit A.
- B. Certificates of Insurance and related endorsements, attached hereto as Exhibit B.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1: RECITALS

The foregoing recitals are hereby incorporated herein as if fully set forth.

SECTION 2: SERVICES / SCOPE OF WORK

- A. The Consultant agrees to perform park master plan services in accordance with the Scope of Services and Fee Schedule set forth in Exhibit A (hereinafter referred to as the “Services”).
- B. Consultant represents that all employees utilized by Consultant are fully qualified, trained (and where appropriate) licensed to perform the Services.
- C. Consultant warrants it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the Village shall have the right without liability to declare this Agreement null and void.
- D. All plans and other documents furnished by the Consultant pursuant to this Agreement will be endorsed by a professional engineer and will show a professional seal where such is required by law, if applicable.

- E. The Consultant shall cooperate fully with the Village, other Village consultants, other municipalities and other local government officials, public utility companies and others as may be directed by the Village. This shall include attendance at meetings, discussions and hearings as requested by the Village.

SECTION 3: PAYMENT FOR SERVICES

Consultant shall submit invoices for all Services performed on a monthly basis. All invoices shall describe, with particularity, the Services performed. The Village shall have no obligation to make any payments until such time as Village accepts performance as satisfactory. The invoices for Services will show: 1) Employee hours and the applicable hourly rate (Hours x Hourly Rate) for a specific task as outlined in Exhibit A; 2) percent invoiced versus percent completed through a given billing period; 3) Direct Costs approved by the Village and billed to the Village at cost, and 4) expansion for overhead, payroll burden and professional fees.

All payments under this contract shall be made to the Consultant as identified by this Agreement and no payments will be personally made to any individual, company or other entity not identified by this Agreement. Upon the Village's acceptance of the Services as satisfactory, the Village agrees to pay the Consultant pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et. seq.) the following amount:

The Total Cost of all of the Services to be performed pursuant to this Agreement, including direct payroll, overhead, payroll burden professional fee and direct costs shall not exceed: **\$70,100.00** in accordance with Exhibit A, unless the upper limit is modified based on an amendment to this agreement.

SECTION 4: TERM AND TERMINATION

- A. The Services shall commence upon the execution of this Agreement and proceed continuously and expeditiously until completed. The Services shall be completed no later than **April 30, 2026**, unless otherwise agreed to by the parties, in writing.
- B. The Village may terminate this Agreement by written notice of default to the Consultant if (a) the Consultant fails to perform the Services within the time specified in Exhibit A, or (b) fails to make progress as required by this Agreement, or (c) fails to provide or maintain in full force and effect, the liability and indemnity coverages or performance bond as is required by this Agreement. Upon termination the Consultant shall cause to be delivered to the Village all drawings, specifications, partial and completed estimates and other data, with the understanding that all such material becomes the property of the Village. If the Village terminates the agreement as a result of the Consultant's nonperformance or other default, then the Village is entitled to receive and the Consultant shall pay to the Village all damages provide by law and the consultant shall not be entitled to any payment whatsoever.
- C. If the Village terminates the agreement, the Village may procure services similar to those so terminated, and the Consultant shall be liable to the Village for any excess costs for similar supplies and services, unless the Consultant provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Consultant.

SECTION 5: INSURANCE

The Consultant shall have in place at all times that this Agreement is in effect, 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. The Consultant shall, at the Consultant's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the types and limits shown below. The required certificates of insurance and endorsements shall be attached as Exhibit B and shall be furnished to the Village before starting work or within ten (10) days after the execution of this agreement.

A. Insurance Services Office Commercial General Liability

1. *Minimum Limits and form:*
 - \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
 - \$1,000,000 per occurrence for personal injury.
 - \$2,000,000 general aggregate, minimum; or a project/contract specific aggregate of \$1,000,000.
 - Shall be provided on an occurrence policy form.
2. *Additional Insured Endorsement:* The Village, its officials, agents, employees and volunteers are to be covered as additional insureds, on a form at least as broad as the endorsement ISO Additional Insured Endorsement CG 2010, CG 2026, or if requested by the Village, CG2037 - Completed Operations, as respects: liability arising out of the Consultant's work, including 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 Village, its officials, agents, employees and volunteers.
3. The Consultant's insurance coverage shall be primary as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.
4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.
5. The Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that contractor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. 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 Village, its officials, agents, employees and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.

B. Insurance Services Office Business Auto Liability Coverage (form number CA 0001, Symbol 01 "Any Auto.")

1. *Minimum Limits:* The contractor shall maintain limits no less than the following, \$1,000,000 combined single limit per accident for bodily injury and property damage.

2. This insurance must include non-owned, hired, or rented vehicles, as well as owned vehicles.

C. Workers' Compensation and Employers' Liability

1. *Minimum Limits:* The Consultant shall maintain limits no less than the following, Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
2. *General Provisions:* The insurer shall agree to waive all rights of subrogation against the Village, its officials, agents, employees and volunteers for losses arising from work performed for the Village of Libertyville by the Consultant.

D. Professional Liability Insurance (applicable to architectural, engineering, surveying, and consulting, including consultants who are contracted to draft Village codes, specifications and/or regulations)

1. *Minimum Limits:* The Consultant shall maintain limits no less than the following, \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the Agreement, with a deductible not-to-exceed \$50,000 without prior written approval.
2. *General Provision:* If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the Agreement. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase supplemental insurance extending reporting period coverage for a period of not less than three (3) years.
3. Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:
 - a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;
 - b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

Applicable to All Coverages: The policies are to contain, or be endorsed to contain, the following provisions:

- A. Each insurance policy required by this clause 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 Village.
- B. *Deductibles and Self-Insured Retentions:* Any deductibles or self-insured retentions must be declared to, and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the member, its officials, agents, employees and volunteer; or the Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.
- C. The specifications may require higher limits or additional types of insurance coverages than shown above and the Consultant WILL be required to furnish a certificate of insurance, copy of additional insured endorsement or other proof of insurance coverages.
- D. The Consultant shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds (Exhibit B), and with original endorsements affecting coverage required by this clause. 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 may be on forms provided by the Village and are to be received and approved by the Village before any work commences. The Village reserves the right to request fully certified copies of the insurance policies and endorsements.

Subcontractors and Sub-consultants: The Consultant shall include all subcontractors or sub-consultants as insureds under its policy or shall furnish separate certificates and endorsements for each subcontractor or sub-consultant. All coverages for subcontractors or sub-consultants shall be subject to all of the requirements stated herein.

Assumption of Liability: The Consultant assumes liability for all injury to or death of any person or persons including employees of the Consultant, any sub-contractor or sub-consultant, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of the negligent Services performed pursuant to this Agreement.

SECTION 6: INDEMNIFICATION

Consultant Indemnification: Consultant agrees to indemnify and hold harmless the Village and any of its officials, agents, employees and volunteers from and against all loss, damage, cost or expense arising out of (and to the extent caused by):

- A. Consultant's negligent performance of services including but not limited to omissions of service under this Agreement;
- B. Claims, suits or actions of every kind and description when such suits or actions are caused by the fault, willful acts, negligent acts, errors or omissions of the Consultant, its employees or sub-consultants; or
- C. Injury or damages received or sustained by any party because of the fault, willful acts, negligent acts, errors or omissions of the Consultant, its employees or subcontractors.

Village Indemnification: In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Consultant and any of its officers or employees from all loss, damage, cost or expense arising out of (and to the extent caused by) injury or damages received or sustained by any party because of the negligent acts, errors or omissions committed solely by the VILLAGE or its employees.

SECTION 7: COMPLIANCE WITH LAWS

The Consultant and any subcontractor retained by the Consultant shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws (if applicable), the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, Illinois Human Rights Act (775 ILCS 5/1-01 *et seq.*) or EEOC statutory provisions and rules and regulations. Also including the following:

- A. Equal Employment Opportunity - During the performance of the Agreement and/or supplying of materials, equipment and supplies, the contractor must be in full compliance with all provisions of the Acts of the General Assembly of the State of Illinois relating to employment, including equal employment opportunity requirements.
- B. Prevailing Wages - If applicable, all laborers, workers, and mechanics shall be paid no less than the current prevailing wages for the construction trades, as established by the Illinois Department of Labor and included in these provisions.

The Consultant, if required by the Village, shall provide evidence of specific regulatory compliance.

SECTION 8: SAFETY AND LOSS PREVENTION

The Village may request that the Consultant provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to approval to work with the Village. Evidence of completed employee safety training shall be provided if requested by the Village.

SECTION 9: NOTICE

Any notice required to be given by this agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service to the person and addresses indicated below, or sent by facsimile or e-mail with an acknowledgement of receipt, to the following:

<p>To the Village: Village of Libertyville 118 W. Cook Avenue Libertyville, IL 60048 Attention: Ashley Engelman, Deputy Village Administrator email: aengelmann@libertyville.com</p>	<p>To the Consultant: Christopher B. Burke Engineering, Ltd. 9575 W. Higgins Road Rosemont, IL 60018 Attention: Darren Olson email: dolson@cbbel.com</p>
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Or to such other parties or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 10: MODIFICATION AND AMENDMENTS

Except as otherwise provided herein, the nature and scope of services specified in this Agreement may only be modified by written amendment to this Agreement approved by both parties. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modifications shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

SECTION 11: STANDARDS

- A. The Consultant shall perform all of the provisions of this Agreement to the satisfaction of the Village. The Village shall base its determination of the Consultant’s fulfillment of the scope of the work in accordance with accepted standards of other parties in the same field as Consultant. The Consultant shall perform all of the provisions of this Agreement with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

- B. The Consultant shall be responsible for the accuracy of its professional services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The Village's acceptance of any of the Consultant's professional services shall not relieve the Consultant of its responsibility to subsequently correct any such errors or omissions.
- C. The Consultant shall respond to the Village's notice of any errors and/or omissions within 24 hours. The Consultant shall be required to visit the Services site if directed by the Village.
- D. The Consultant shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

SECTION 12: DRAWINGS AND DOCUMENTS

- A. Any drawings, survey data, reports, studies, specifications, estimates, maps, computations, and other documents required to be prepared by the Consultant for the Services shall be the property of the Village. Subject to the disclosure requirements of the Illinois Freedom of Information Act, any drawings and other documents prepared by the Consultant for the Services shall not be used on other project without the prior written approval of the Consultant.
- B. The Consultant and its subcontractors or sub-consultant shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and the Consultant agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this subsection shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under the Agreement, for which adequate books, records and supporting documentation are not available to support their purported disbursement.

SECTION 13: SUCCESSORS AND ASSIGNS

The Village and the Consultant each bind themselves and their partners, successors, executors, administrators and assigns to the other party of the Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the Village nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Village and the Consultant.

SECTION 14: FORCE MAJEURE

Neither the Village nor the Consultant shall be liable for any delay or failure in performance of any part of this Agreement if due to a cause beyond its control and without its fault or negligence including, without limitation: (1) acts of nature; (2) acts or failure to act on the part of any governmental authority other than the Village or Consultant, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; (3) acts or war; (4) acts of civil or military authority; (5) embargoes; (6) work stoppages, strikes, lockouts, or labor disputes; (7) public disorders, civil violence

or disobedience; (8) riots, blockages, sabotage, insurrection or rebellion; (9) epidemics; (10) terrorist acts; (11) fires or explosions; (12) nuclear accidents; (13) earthquakes, floods, hurricanes, tornadoes, or other similar calamities; (14) major environmental disturbances; or (15) vandalism.

SECTION 15: CAPTIONS AND HEADINGS

Captions and paragraphs headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

SECTION 16: GOVERNING LAW

This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action arising out of or due to this Agreement shall be in the Circuit Court for Lake County, Illinois.

SECTION 17: ENTIRE AGREEMENT

This Agreement sets forth all the covenants, conditions and promises between the parties with regard to the subject matter set forth herein. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

SECTION 18: SEVERABILITY

Except as otherwise provided herein, the invalidity or unenforceability of any particular provision, or part thereof, of this Agreement shall not affect the other provisions, and this Agreement shall continue in all respects as if such invalid or unenforceable provision had not been contained herein.

SECTION 19: AUTHORITY TO EXECUTE

The Consultant's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Consultant's board of directors or its by-laws to execute this Agreement on its behalf. The Village Administrator and Village Clerk warrant that they have been lawfully authorized to execute this Agreement. The Consultant and the Village shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

IN WITNESS WHEREOF, the parties' authorized representatives have executed this Agreement as of the dates set forth below.

VILLAGE OF LIBERTYVILLE:

By: _____
Printed
Name: _____
Title _____
Date _____

CONSULTANT:

By: _____
Printed
Name: _____
Title _____
Date _____

EXHIBIT A
CONSULTANT'S SCOPE OF SERVICES, FEE AND PROJECT SCHEDULE

EXHIBIT B
CERTIFICATE OF INSURANCE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Village of Libertyville, its officials, employees, agents and volunteers	Name specific location or "Various locations"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Village of Libertyville, its officials, employees, agents and volunteers
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Village of Libertyville, its officials, employees, agents and volunteers	Name specific location or "Various locations"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

January 19, 2026

Village of Libertyville
118 W. Cook Avenue
Libertyville, IL 60048

Attention: Ashley Engelmann
Deputy Village Administrator

Subject: Riverside Park Master Plan
Proposal for Professional Engineering Services
Village of Libertyville, Lake County, IL

Dear Mrs. Engelmann:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional engineering services to prepare a Master Plan for Riverside Park in the Village of Libertyville (Village). The Master Plan (Plan) is intended to serve as a template for the most efficient usage and layout of Riverside Park, identify additional amenities, and develop a plan for long-term improvement and maintenance. This Plan will be used to assist the Village with support for an Open Space Lands Acquisition and Development Grant (OSLAD) from the Illinois Department of Natural Resources (IDNR). Included below you will find our Understanding of the Assignment, Scope of Services, and Estimate of Fee.

UNDERSTANDING OF THE ASSIGNMENT

Riverside Park (Park) is located on the east side of the Village, adjacent to the west bank of the Des Plaines River. The Park consists of multiple Village-owned parcels totaling approximately 36 acres including a golf course, tennis courts, pool, playground, etc. CBBEL is familiar with the Park having recently completed the Copeland Manor flood control project and water quality enhancement swale in the Park. We understand that the Village would like a comprehensive plan to outline future improvements for the Park. This includes meeting the community needs so the Park reflects local desires, diverse recreational opportunities for all age groups and accessibility for all users. We understand that the Plan will include phase approach to implement improvements, with prioritized actions and cost estimate to guide future development and funding efforts. These improvements will also focus on visual appeal through thoughtful landscaping and design to create a welcoming environment for all visitors.

Based on our review of the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) for the Park, there is regulatory floodplain and floodway associated with the Des Plaines River located on the Park. Likewise, the Park contains wetland and riparian areas adjacent to the Des Plaines River. CBBEL will complete an assessment of existing conditions of the site combined with the Village's existing tree survey. The Village's tree survey will provide information on any existing desirable trees, trees that can be removed, and areas

where new tree plantings are recommended. CBBEL will participate in a public meeting, work with the Village to develop a resident survey, and collaborate with Village staff and other stakeholders to formulate the overall vision for the Park which will guide the development of various improvement projects.

With community input and all collected information, we will develop a concept plan to complement natural features at the Park. These improvements may include, but are not limited to, native buffer enhancements, walking paths, parking lot features, passive park features, overlooks, and other amenities. We will investigate floodplain and floodway impacts and compensatory storage requirements for any proposed improvements. CBBEL will investigate the site for the presence of wetlands and permitting requirements for these improvements as well.

The concept plan will include a concept exhibit and cost estimate to be used in support of an OSLAD grant. We will work with the Village to develop a prioritization plan for the improvements and summarize this in a technical memorandum.

SCOPE OF SERVICES

Based on our Understanding of the Assignment, we recommend the following Scope of Services.

Task 1 – Project Kickoff and Planning: CBBEL Staff will meet with Village staff to establish project goals, roles, responsibilities, and a detailed work plan. We will develop a schedule and create a timeline for project milestones, community meetings, and deliverable deadlines. We understand that the Plan will be completed no later than April 30, 2026.

Task 2 – Data Collection and Site Analysis: CBBEL Staff will perform a detailed review of all existing documentation, maps, historical data, and previous plans related to the Park. We will also perform a site visit of the Park to assess current conditions, identify existing infrastructure, and document natural features. We will assess existing recreational amenities, shoreline conditions, quality of native plants, and opportunities for improvements. CBBEL will complete a desktop review of historical aerials to identify wetland and riparian areas. Combined with the Village’s existing tree survey, Lake County 1-foot aerial topography and all information collected in this task, we will develop an existing condition site plan.

Task 3 – Community Engagement and Open House: CBBEL will work with Village staff to facilitate an open house to gather input from residents. We anticipate holding **one open house** for this task. Prior to the Open house, CBBEL will work with Village staff to develop a web-based survey to collect feedback from adjacent residents on their vision for the Park. The survey will be open for a specified period of time, and the results of the survey will be compiled for input into the concepts presented at the open house. The survey may include broad, generalized questions regarding identifying barriers to the site, how the site could be primarily used, preferred access locations, environmental feedback, and types of desirable amenities. The survey will be online to provide a platform for community input. CBBEL will present concepts (exhibits/boards & or renderings) during the open house that include feedback from the online survey.

Task 4 – Concept Development: CBBEL will develop a concept plan for park improvements, considering community input collected during the open house and online survey. A concept exhibit and/or rendering will be prepared showing the location and extent of the improvements.

The concept improvements will include but are not limited to walking paths, parking lot amenities, vehicular and pedestrian access points to Park points of interest, passive park features, park equipment, etc. The concept improvements will consider all applicable floodplain and floodway permitting requirements and we will coordinate with Village Staff.

Task 5 – Engineer’s Estimate of Probable Cost and Phasing: CBBEL will develop an Engineers Estimate of Probable Cost for the concept plan. We will collaborate with the Village to rank and phase the improvement projects developed in the concept plan in support of the OSALD grant. A summary table will be developed as the deliverable for this task as well.

Task 6 – Master Plan Summary & OSLAD Grant Application: CBBEL will develop a detailed Master Plan with site layout, design specifications, and a concept plan. The Plan will outline phased improvements and prioritize actions with anticipated timelines, and cost estimates. The Plan and summary will be used in support of an OSLAD Grant through IDNR. CBBEL will work with Village staff to complete elements of the OSLAD Grant application and provide supporting documentation for the Village to submit the application.

ESTIMATE OF FEE

The fee estimate for this project is \$34,830 as detailed in the enclosed Summary of Hours and Fee Worksheet.

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Direct costs for prints, photocopying, mailing, mileage, overnight delivery, messenger services and report compilation are included in the Fee Estimate. It should be emphasized that any requested additional services that are not included in the preceding Fee Estimate will be billed at the attached hourly rates.

Sincerely,



Darren T. Olson, PE, CFM, D.WRE
Vice President & Department Head, Water Resources

Attachments: Summary of Hours and Fee Worksheet
Schedule of Charges
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND AGREEMENT
ACCEPTED FOR THE VILLAGE OF LIBERTYVILLE:

BY: _____
TITLE: _____
DATE: _____

DRB/DTO/hmc
N:\PROPOSALS\ADMIN\2025\Libertyville Riverside Park Master Plan\Libertyville - Riverside Park Master Plan 01192026.docx

FEE ESTIMATE

Village of Libertyville
Riverside Park Master Plan
 Detailed Cost Breakdown
 Monday, January 19, 2026

TASK	Engineer V	Engineer I/II	Landscape Architect II	Landscape Designer I/II	BUDGET	
	Hours	Dollars				
Task 1 – Project Kickoff and Planning	2		3	4	9	\$ 1,620
Task 2 – Data Collection and Site Analysis	2	12	4	10	28	\$ 4,500
Task 3 – Community Engagement and Open House	6	6	8	18	38	\$ 6,360
Task 4 – Concept Development	2		16	26	44	\$ 7,100
Task 5 – Engineer’s Estimate of Probable Cost and Phasing	2	2	6	12	22	\$ 3,570
Task 6 – Master Plan Summary & OSLAD Grant Application	8	2	17	26	53	\$ 9,100
Total Hours per Classification	22	22	54	96		
Hourly Rate	\$245.00	\$160.00	\$210.00	\$125.00		
Total Cost Per Job Category	\$5,390	\$3,520	\$11,340	\$12,000	194	\$ 32,250
						Direct Costs (8%) \$2,580
						Total Cost \$ 34,830

**CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
EFFECTIVE JANUARY 1, 2025 THROUGH DECEMBER 31, 2025**

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Engineer VI	285
Engineer V	245
Engineer IV	210
Engineer III	185
Engineer I/II	160
Survey V	245
Survey IV	230
Survey III	210
Survey II	165
Survey I	140
Engineering Technician V	225
Engineering Technician IV	200
Engineering Technician III	145
Engineering Technician I/II	130
CAD Manager	220
CAD II	160
CAD I	140
GIS Specialist III	185
Landscape Architect II	210
Landscape Architect I	185
Landscape Designer III	160
Landscape Designer I/II	125
Environmental Resource Specialist V	245
Environmental Resource Specialist IV	200
Environmental Resource Specialist III	170
Environmental Resource Specialist I/II	145
Environmental Resource Technician	145
Business Operations Department	165
Engineering Intern	95

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

These rates are in effect until December 31, 2025, at which time they will be subject to change.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions

of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:
- Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.
- Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.
27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

June 13, 2005

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Capital Improvement Plan

Libertyville, IL

Project # ADM-PMP-012
Project Name Riverside Park Master Plan

Total Project Cost	\$35,000	Department	Administration & Finance
Type	Improvement	Category	Park Improvements
Status	Active	Project Scope	New Project

Description

This project will include hiring a consultant to conduct a master plan process for Riverside Park. The process will include public meetings, surveys and the development of a report. The report will be used to identify future site improvements along with a budget. *Please note that a master plan was slated in the CIP for Butler Lake for FY 25/26. This will take the place of that. At this time no master plan for Butler is on the schedule.

Justification

The Parks Master Plan which was adopted in 2018 by the Village Board identifies the need for a master plan to be completed for Riverside Park. The plan lists Riverside as recommended for completion between the years of 2024-2029. By conducting a master plan in FY 26 this will allow for proper planning to complete the project by 2029.

Expenditures	FY 26	FY 27	FY 28	FY 29	FY 30	Total
Planning/Design/Engineering	35,000	0	0	0	0	35,000
Total	35,000	0	0	0	0	35,000

Funding Sources	FY 26	FY 27	FY 28	FY 29	FY 30	Total
Park Improvement Fund	35,000	0	0	0	0	35,000
Total	35,000	0	0	0	0	35,000

Budget Impact

The cost estimate for a master plan is \$30,000. Funding from PIF.

Internal Notes

Based on industry cost increases staff is increasing the budget amount.



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: January 27, 2026

Agenda Item: Consideration of a Resolution to Approve a Contract with Sewertech, LLC for the 2026 Sewer Cleaning and Televising Program

Staff Recommendation: Approve Resolution

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

Background: The Fiscal Year 2025/26 Annual Budget includes funding for maintaining and improving the Village’s storm sewer and sanitary sewer systems. This includes sewer cleaning and televising.

Robinson Engineering prepared bidding documents outlining this year’s scope of sewer cleaning and televising work. Sealed bids were received on January 16, 2026 with Sewertech, LLC providing the lowest bid at \$56,987.50. The Summary of Bids is listed below:

<u>Contractor</u>	<u>Bid Amount</u>
Sewertech, LLC	\$56,987.50
National Power Rodding	\$83,271.00
Chicagoland Trenchless Rehabilitation	\$89,946.90
Visu-Sewer of Illinois	\$97,656.00
Hoerr Construction	\$125,450.50

Sufficient funds in Utility Capital Improvement Fund (#20-2024-6-776) and Stormwater Sewer Fund (#21-2121-6-790) to complete the desired work.

Staff recommends adoption of the attached resolution to approve the contract with Sewertech, LLC, in the amount of \$56,987.50 for the 2026 Sewer Cleaning and Televising Program and authorize execution of the contract by the Village Administrator.

Attachments:

1. Resolution
2. Award Recommendation Letter
3. Bid Tabulation
4. CIP Project Sheet (Storm Sewer)
5. CIP Project Sheet (Sanitary Sewer)

RESOLUTION NO. 26-R-

A RESOLUTION APPROVING THE AWARD OF A CONTRACT
FOR THE 2026 SEWER CLEANING AND TELEVISIONING PROGRAM
TO SEWERTECH, LLC OF SCHAUMBURG, ILLINOIS

WHEREAS, the Village sought bids for the award of a contract for cleaning and televising sewers ("**Contract**"); and

WHEREAS, Sewertech, LLC, of Schaumburg, Illinois ("**Contractor**"), was the lowest responsible and responsive bidder in the amount of \$56,987.50 of the firms that submitted bid packages to the Village for the Contract; and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Contract with Contractor will serve and be in the best interest of the Village and its residents:

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 Contract. The Contract by and between the Village and Contractor in the amount of \$56,987.50 is hereby approved in substantially the form attached to this Resolution as Exhibit A, and in a final form and substance acceptable to the Village Administrator and Village Attorney.

SECTION 3: Execution of Contract. The Village Administrator and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Contract upon receipt by the Village Clerk of at least one original copy of the Contract executed by the Contractor; provided, however, that if the executed copy of the Contract is not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

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

PASSED this ____ day of _____, 2026.

AYES:

NAYES:

ABSENT:

APPROVED this ____ day of _____, 2026.

Donna Johnson, Village President

ATTEST:

Margaret Clark, Village Clerk

EXHIBIT A
CONTRACT

January 16, 2026

To: Village of Libertyville
118 W Cook Avenue
Libertyville, IL 60048

Attn: Jeff Cooper, PE, CPESC, Village Engineer

RE: **Village of Libertyville (REL Project # 25-R1061)**
2026 Sewer Cleaning and Televising
Contract Award Recommendation

Dear Mr. Cooper,

A public bid opening was held on Friday, January 16, 2026, for the referenced project. We have reviewed the bid results received and find them to be as follows:

<u>Contractor</u>	<u>TOTAL</u>
Sewertech LLC	\$56,987.50
National Power Rodding Corp.	\$83,271.00
Chicago Trenchless Rehabilitation, Inc.	\$89,946.90
Visu-Sewer of Illinois, LLC	\$97,656.00
Hoerr Construction, Inc.	\$125,450.50

We have reviewed the bids above and found them to be correct and in order. We recommend that the contract be awarded to the low responsive bidder, Sewertech LLC, in the amount of Fifty-Six Thousand Nine Hundred Eighty-Seven Dollars and Fifty Cents (\$56,987.50).

All plan holders meet Robinson Engineering, Ltd.'s prequalification of successfully completing at least five (5) sewer cleaning and televising projects in the past three (3) years with a similar size and scope of at least \$100,000 per each contract, including the low bidder, Sewertech LLC.

If you have any questions, or need additional information, please contact me at your convenience.

Very truly yours,



Mallory Weisbrodt, EIT
Project Engineer
(708) 210-5689
mweisbrodt@reltd.com

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cc. Joe Sullivan

Encl. Bid Tabulation

**Tabulation of Bids
25-R1061**

Local Public Agency: Village of Libertyville
 County: Lake
 Section: _____
 Estimate: \$145,598.50

Date: 1/16/2026
 Time: 10:00 AM

Attended By: Mallory Weisbrodt

Name of Bidder:	Sewertech, LLC	National Power Rodding Corp.	Chicago Trenchless Rehabilitation, Inc.	Visu-Sewer of Illinois LLC	Hoerr Construction Inc.
Address of Bidder:	1730 Epping Place	2500 W. Arthington St.	7400 Waukegan Road	9014 Thomas Avenue	1416 County Road 200 North
	Schaumburg, IL 60194	Chicago, IL 60612	Niles, IL 60714	Bridgeview, IL 60455	Goodfield, IL 61742
Approved Engineer's Estimate					

Item No.	Item Description	Unit	QTY	Unit Price	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
R3001010	SANITARY SEWER TO BE CLEANED, 8"	FOOT	8,360	\$1.10	\$9,196.00	\$0.75	\$6,270.00	\$0.45	\$3,762.00	\$1.17	\$9,781.20	\$2.10	\$17,556.00	\$2.85	\$23,826.00
R3001015	SANITARY SEWER TO BE CLEANED, 10"	FOOT	1,770	\$1.10	\$1,947.00	\$0.75	\$1,327.50	\$0.60	\$1,062.00	\$1.16	\$2,053.20	\$2.10	\$3,717.00	\$2.85	\$5,044.50
R3001020	SANITARY SEWER TO BE CLEANED, 12"	FOOT	1,100	\$1.25	\$1,375.00	\$1.00	\$1,100.00	\$0.85	\$935.00	\$1.62	\$1,782.00	\$2.10	\$2,310.00	\$2.85	\$3,135.00
R3001035	SANITARY SEWER TO BE CLEANED, 21"	FOOT	310	\$8.00	\$2,480.00	\$1.00	\$310.00	\$2.00	\$620.00	\$3.20	\$992.00	\$2.10	\$651.00	\$7.50	\$2,325.00
X5537500	STORM SEWERS TO BE CLEANED 6"	FOOT	2,900	\$4.00	\$11,600.00	\$1.50	\$4,350.00	\$0.45	\$1,305.00	\$3.00	\$8,700.00	\$2.10	\$6,090.00	\$4.50	\$13,050.00
X5537600	STORM SEWERS TO BE CLEANED 8"	FOOT	490	\$1.50	\$735.00	\$1.50	\$735.00	\$0.45	\$220.50	\$1.75	\$857.50	\$2.10	\$1,029.00	\$3.00	\$1,470.00
X5537700	STORM SEWERS TO BE CLEANED 10"	FOOT	1,400	\$1.50	\$2,100.00	\$1.50	\$2,100.00	\$0.60	\$840.00	\$1.25	\$1,750.00	\$2.10	\$2,940.00	\$3.00	\$4,200.00
X5537800	STORM SEWERS TO BE CLEANED 12"	FOOT	1,370	\$1.75	\$2,397.50	\$1.50	\$2,055.00	\$0.85	\$1,164.50	\$1.95	\$2,671.50	\$2.10	\$2,877.00	\$3.50	\$4,795.00
X5537900	STORM SEWERS TO BE CLEANED 15"	FOOT	1,120	\$1.50	\$1,680.00	\$1.50	\$1,680.00	\$0.85	\$952.00	\$1.95	\$2,184.00	\$2.10	\$2,352.00	\$4.00	\$4,480.00
X5538000	STORM SEWERS TO BE CLEANED 18"	FOOT	650	\$2.50	\$1,625.00	\$1.50	\$975.00	\$1.00	\$650.00	\$4.50	\$2,925.00	\$2.10	\$1,365.00	\$5.50	\$3,575.00
X5538100	STORM SEWERS TO BE CLEANED 21"	FOOT	1,000	\$4.50	\$4,500.00	\$1.65	\$1,650.00	\$2.00	\$2,000.00	\$4.50	\$4,500.00	\$2.10	\$2,100.00	\$7.00	\$7,000.00
X5538200	STORM SEWERS TO BE CLEANED 24"	FOOT	3,060	\$4.75	\$14,535.00	\$1.75	\$5,355.00	\$5.00	\$15,300.00	\$4.80	\$14,688.00	\$2.80	\$8,568.00	\$7.00	\$21,420.00
X5538600	STORM SEWERS TO BE CLEANED 36"	FOOT	200	\$5.00	\$1,000.00	\$1.75	\$350.00	\$10.00	\$2,000.00	\$12.00	\$2,400.00	\$3.80	\$760.00	\$12.00	\$2,400.00
R3001080	INTERNAL TELEVISION INSPECTION OF SEWER	FOOT	23,730	\$3.60	\$85,428.00	\$1.00	\$23,730.00	\$2.00	\$47,460.00	\$1.25	\$29,662.50	\$1.70	\$40,341.00	\$1.00	\$23,730.00
R2004015	CONTINGENCY	L SUM	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
				TOTAL:	\$145,598.50		\$56,987.50		\$83,271.00		\$89,946.90		\$97,656.00		\$125,450.50



FY 26 thru FY 30

Capital Improvement Plan
Libertyville, IL

Project # PW-SW-003
Project Name Cleaning and Televising of Storm Sewers

Total Project Cost	\$920,000	Department	Public Works Department
Type	Maintenance	Category	Storm Sewer/Drainage
Priority	2 Important	Status	Active
Useful Life	40 years	Project Scope	Annual Program

Description

Cleaning and inspecting sewer lines are essential to maintaining a properly functioning system. Inspection programs are required to determine current sewer conditions and to aid in planning a maintenance strategy.

Justification

Annual sewer televising gives staff a visual inspection of the sewer system to determine maintenance and repairs that need to be completed to reduce inflow/infiltration getting into the sewer.

Prior	Expenditures	FY 26	FY 27	FY 28	FY 29	FY 30	Total
345,000	Construction/Maintenance	100,000	100,000	125,000	125,000	125,000	575,000
	Total	100,000	100,000	125,000	125,000	125,000	575,000

Prior	Funding Sources	FY 26	FY 27	FY 28	FY 29	FY 30	Total
345,000	Stormwater Sewer Fund	100,000	100,000	125,000	125,000	125,000	575,000
	Total	100,000	100,000	125,000	125,000	125,000	575,000

Budget Impact

Staff anticipates a savings of \$1,000/year in critical repairs.

Budget Items	FY 26	FY 27	FY 28	FY 29	FY 30	Total
Maintenance	-1,000	-1,000	-1,000	0	0	-3,000
Total	-1,000	-1,000	-1,000	0	0	-3,000



FY 26 thru FY 30

Capital Improvement Plan

Libertyville, IL

Project # PW-SS-005
Project Name Annual Sewer Televising Inspection

Total Project Cost	\$1,338,000	Department	Public Works Department
Type	Maintenance	Category	Sanitary Sewer
Priority	2 Important	Status	Active
Useful Life	40 years	Project Scope	Annual Program

Description

Cleaning and inspecting sewer lines are essential to maintaining a properly functioning system. Inspection programs are required to determine current sewer conditions and to aid in planning a maintenance strategy.

Justification

Annual sewer televising gives staff a visual inspection of the sewer system to determine maintenance and repairs that need to be completed to reduce inflow/infiltration getting into the sanitary sewer.

Prior	Expenditures	FY 26	FY 27	FY 28	FY 29	FY 30	Total
510,000	Construction/Maintenance	134,000	136,000	180,000	188,000	190,000	828,000
	Total	134,000	136,000	180,000	188,000	190,000	828,000

Prior	Funding Sources	FY 26	FY 27	FY 28	FY 29	FY 30	Total
510,000	Utility Fund	134,000	136,000	180,000	188,000	190,000	828,000
	Total	134,000	136,000	180,000	188,000	190,000	828,000

Budget Impact

Staff anticipates a savings of \$1,000/year in critical repairs.

Budget Items	FY 26	FY 27	FY 28	FY 29	FY 30	Total
Maintenance	-1,000	-1,000	-1,000	0	0	-3,000
Total	-1,000	-1,000	-1,000	0	0	-3,000

**VILLAGE BOARD AGENDA SUPPLEMENT**

Meeting Date:	January 27, 2026
Agenda Item:	Consideration of a Resolution to Waive Competitive Bidding and Approve a Contract with Lakeland/Larsen Elevator Corporation for Elevator Inspections, Maintenance and Repairs
Staff Recommendation:	Approve Resolution
Staff Contact:	Paul Kendzior, P.E., C.F.M., Director of Public Works

Background: The Village’s Fiscal Year (FY) 2025/26 Annual Budget provides funds for the inspections of all the elevators in Village owned buildings, including the two parking garages. These inspections include performing load pressure tests and then completing any identified repairs determined to be critical to the overall operation and safety of the elevators and maintaining code compliance. Staff has been working with Lakeland/Larsen Elevator Corporation (“*Lakeland*”) for the past few years and has developed a very positive working relationship. This is a specialized service which requires knowledge of facility needs and operations.

Over the course of the fiscal year the elevator inspections and load pressure tests have identified multiple repairs needed in different buildings. Lakeland has already completed some of the repairs that were processed through purchase orders. The amount of the inspections and repairs completed to date already totals \$42,756.32. In addition, Lakeland submitted a proposal in the amount of \$21,568.00 to replace the obsolete operating panel board for elevator #1 at the Church Street garage. A \$10,000.00 contingency is also proposed for any identified future repairs for the remainder of the fiscal year. This will result in a total proposed contract price of \$74,324.32. There are sufficient funds in the FY 2025/26 Annual Budget for the inspections and repairs completed to date totaling \$42,756.32. The \$21,568.00 proposal for elevator #1 at the Church Street garage along with the \$10,000.00 contingency will need to come from Act.# 01-1500-7-712 in the CBD Parking Fund where monies are available due to the deferral of the annual maintenance project for the two garages. A confirming resolution is necessary because the amount of completed work and payments to date exceed \$25,000 and to authorize the total annual expense.

Staff recommends adoption of the attached confirming resolution to waive competitive bidding and approve the contract with Lakeland/Larsen Elevator Corporation in the total amount of \$74,324.32 for elevator inspections, maintenance and repairs.

Attachments:

1. Resolution
2. Purchase Orders & Proposals
3. Contract

RESOLUTION 26-R-

A RESOLUTION WAIVING THE FORMAL BIDDING REQUIREMENTS OF THE VILLAGE'S PURCHASING MANUAL AND APPROVING A CONTRACT WITH LAKELAND/LARSEN ELEVATOR CORPORATION FOR ELEVATOR INSPECTIONS, MAINTENANCE AND REPAIRS

WHEREAS, the Village of Libertyville owns and operates out of multiple buildings throughout the Village ("**Buildings**"); and

WHEREAS, the Village desires to inspect the elevators and complete the necessary identified repairs in the Buildings ("**Improvements**"); and

WHEREAS, Lakeland/Larsen Elevator Corporation ("**Lakeland/Larsen**") has completed numerous initial elevator inspections and repairs in the Buildings for the amount of \$42,756.32; and

WHEREAS, Lakeland/Larsen has submitted a proposal for the replacement obsolete operating panel board for elevator #1 at the Church Street garage in the amount of \$21,568.00; and

WHEREAS, it is also desired to include a \$10,000.00 contingency to complete any critical identified repairs for the remainder of the fiscal year; and

WHEREAS, the Village desires to retain Lakeland/Larsen to complete the Improvements in the total amount of \$74,324.32 ("**Contract**"); 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 completion of the Improvements and approve a Contract with Lakeland/Larsen.

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 Further Bidding Requirements. The advertising and bidding requirements for the completion of the Improvements 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 Contract. The Board of Trustees hereby approves the Contract with Lakeland/Larsen in the amount of \$74,324.32, generally in 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 Contract. The Village Administrator and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Contract upon receipt by the Village Clerk of at least one original copy of the Contract executed by Lakeland/Larsen; provided, however, that if the executed copy of the Contract is not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest 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 from and after its passage and approval in the manner provided by law.

PASSED this ____ day of _____, 2026.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2026.

Donna Johnson, Village President

ATTEST:

Margaret Clark, Village Clerk

EXHIBIT A
CONTRACT



Purchase Order

Number: 003198

08/21/2025

Please include PO number on all associated invoices.

Invoice To:

Phone:

Ship To:

Phone:

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LAK73100
LAKELAND/LARSEN ELEVATOR CORPORATION
731 MCALISTER AVENUE
WAUKEGAN, IL 60085

PO Description: ANNUAL ELEVATOR LOAD PRESSURE TESTS

Quantity	Units	Description	Unit Price	Amount
1	EACH	MAINTENANCE BUILDING 01-1500-7-712000	\$4,125.000	\$4,125.00
1	EACH	MAINTENANCE - VILLAGE 01-1700-7-712000	\$750.000	\$750.00
1	EACH	MAINTENANCE - SCHERTZ 01-1700-7-713000	\$750.000	\$750.00
1	EACH	MAINTENANCE BUILDING 01-1500-7-712000	\$1,500.000	\$1,500.00
1	EACH	MAINTENANCE - CIVIC CEN 01-1700-7-762000	\$750.000	\$750.00
1	EACH	MAINTENANCE BUILDINGS 01-0604-7-712000	\$750.000	\$750.00
			Total:	\$8,625.00

ANNUAL contracts
 load pressure tst \$ 8,625.00
 elevator maint \$ 19,238.82



Purchase Order

Number: 003010

05/01/2025

Please include PO number on all associated invoices.

Invoice To:

Phone:

Ship To:

Phone:

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LAK73100
LAKELAND/LARSEN ELEVATOR CORPORATION
731 MCALISTER AVENUE
WAUKEGAN, IL 60085

PO Description: YEARLY ELEVATOR MAINTENANCE AGREEMENT FY 25/26

Quantity	Units	Description	Unit Price	Amount
1	EACH	MAINTENANCE - VILLAGE 01-1700-7-712000	\$2,670.000	\$2,670.00
1	EACH	MAINTENANCE - SCHERTZ 01-1700-7-713000	\$1,770.000	\$1,770.00
1	EACH	CIVIC CENTER 01-1700-7-762000	\$2,220.000	\$2,220.00
1	EACH	MAINTENANCE BUILDING 01-1500-7-712000	\$8,880.000	\$8,880.00
1	EACH	MAINTENANCE BUILDINGS 01-0604-7-712000	\$2,220.000	\$2,220.00
1	EACH	ADDTL 01-1700-7-713000	\$739.410	\$739.41
1	EACH	ADDTL 01-1700-7-762000	\$739.410	\$739.41
			Total:	\$19,238.82



Purchase Order

Number: 002907

03/06/2025

Please include PO number on all associated invoices.

Invoice To:

VILLAGE OF LIBERTYVILLE

118 W COOK AVE
LIBERTYVILLE, IL 60048
Phone: (847) 362-2430

Ship To:

VILLAGE OF LIBERTYVILLE
FIRE DEPARTMENT
1551 N. MILWAUKEE AVE
LIBERTYVILLE, IL 60048
Phone: (847) 362-5664

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LAK73100
LAKELAND/LARSEN ELEVATOR CORPORATION
731 S MCALISTER AVENUE
Waukegan, IL 60085

PO Description: ELEVATOR DOOR REPAIR

Quantity	Units	Description	Unit Price	Amount
1	EACH	MAINTENANCE BUILDINGS 01-0604-7-712000	\$3,225.000	\$3,225.00
			Total:	\$3,225.00

Repairs with
P.O



Purchase Order

Number: 002821

11/21/2024

Please include PO number on all associated invoices.

Invoice To:

VILLAGE OF LIBERTYVILLE
ATTN: ACCOUNTS PAYABLE
118 W COOK AVE
LIBERTYVILLE, IL 60048
Phone: (847) 918-2009

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LAK73100
LAKELAND/LARSEN ELEVATOR CORPORATION
731 MCALISTER AVENUE
WAUKEGAN, IL 60085

Ship To:

VILLAGE OF LIBERTYVILLE
PUBLIC WORKS
600 NORTH AVE
LIBERTYVILLE, IL 60048
Phone: (847) 362-3434

PO Description: CIVIC CENTER ELEVATOR EMERGENCY REPAIR

Quantity	Units	Description	Unit Price	Amount
1	EACH	CIVIC CENTER 13-0000-0-762000	\$4,636.000	\$4,636.00
			Total:	\$4,636.00



Purchase Order

Number: 003145

07/10/2025

Please include PO number on all associated invoices.

Invoice To:

Phone:

Ship To:

Phone:

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LAK73100
 LAKELAND/LARSEN ELEVATOR CORPORATION
 731 S MCALISTER AVENUE
 Waukegan, IL 60085

PO Description: FIRE STATION 1 ELEVATOR

Quantity	Units	Description	Unit Price	Amount
1	EACH	MAINTENANCE BUILDINGS 01-0604-7-712000	\$2,365.000	\$2,365.00
1	EACH	MAINTENANCE BUILDINGS 01-0604-7-712000	\$1,729.000	\$1,729.00
			Total:	\$4,094.00

Lakeland/Larsen Elevator Corporation

731 S. McAlister Avenue
Waukegan, Illinois 60085

Phone: 847-249-4433
Fax: 847-249-4458

INVOICE

Service Address

Village of Libertyville
ATTN: Accounts Payable
118 W Cook Ave
Libertyville, IL 60048

135 W Church St
Libertyville, IL 60048

DATE	INVOICE #	P.O. No.	TERMS	ACCOUNT #
1/9/2026	206306		Due on receipt	MC-5699
SERVICES PROVIDED				
Serviced	Quantity	Description	Rate	Amount
1/5/2026		Customer reported issue with elevator car station. Technician installed a main car station board. Board failed.		
	2	Hours, Straight Time Service Call	235.00	470.00
	1	Main Car Station Board	1,692.24	1,692.24
		Customer Discount - Per Joe	-1,692.24	-1,692.24
1/6/2026		Technician further troubleshot car station board issues. Boards are now obsolete from the manufacturer; only acquirable through 3rd party vendors.		
	4	Hours, Straight Time Service Call	235.00	940.00
Balance unpaid after 30 days from the date of the invoice is subject to a late payment charge of 2% per month, collection fees and attorneys' costs. All service calls will be charged a minimum of 2 hours unless otherwise noted on the invoice.			Total	\$1,410.00

Please return this portion with your payment.

Invoice Date	Invoice Number	Invoice Amount	Amount Paid
1/9/2026	206306	\$1,410.00	\$

Lakeland/Larsen Elevator Corporation
731 S. McAlister Avenue
Waukegan, Illinois 60085

Repairs done
without P.O

01.1700-7-762 # \$470
01.0604-7-712 \$1,057.50
01.1500-7-712 \$1,410.00

Lakeland/Larsen Elevator Corporation

731 S. McAlister Avenue
Waukegan, Illinois 60085

Phone: 847-249-4433
Fax: 847-249-4458

INVOICE

Service Address

Village of Libertyville
ATTN: Accounts Payable
118 W Cook Ave
Libertyville, IL 60048

135 W Church St
Libertyville, IL 60048

DATE	INVOICE #	P.O. No.	TERMS	ACCOUNT #
12/17/2025	205696		Due on receipt	MC-5699
SERVICES PROVIDED				
Serviced	Quantity	Description	Rate	Amount
12/3/2025	2	Customer reported elevator is not level with the floor but the doors still operate. Technician troubleshot and repaired leveling operation. Lubricated rails. Tested and RTS. <i>Repair</i> Hours, Straight Time Service Call <i>0117007762</i> <i>Civ Clk</i> <i>7hr</i>	235.00	470.00
Balance unpaid after 30 days from the date of the invoice is subject to a late payment charge of 2% per month, collection fees and attorneys' costs. All service calls will be charged a minimum of 2 hours unless otherwise noted on the invoice.			Total	\$470.00

Please return this portion with your payment.

Invoice Date	Invoice Number	Invoice Amount	Amount Paid
12/17/2025	205696	\$470.00	\$

Lakeland/Larsen Elevator Corporation
731 S. McAlister Avenue
Waukegan, Illinois 60085

135 W Church St
Libertyville, IL 60048

Lakeland/Larsen Elevator Corporation

731 S. McAlister Avenue
Waukegan, Illinois 60085

Phone: 847-249-4433
Fax: 847-249-4458

INVOICE

Village of Libertyville
ATTN: Accounts Payable
118 W Cook Ave
Libertyville, IL 60048

Service Address
1551 N Milwaukee Ave
Libertyville, IL 60048

DATE	INVOICE #	P.O. No.	TERMS	ACCOUNT #
9/8/2025	204145		Due on receipt	MC-5699
SERVICES PROVIDED				
Serviced	Quantity	Description	Rate	Amount
7/30/2025	4.5	Technician troubleshot elevator rear door operation. Investigated stray voltage on feed. Located and repaired poor ground. Hours, Straight Time Service Work	235.00	1,057.50
8/6/2025	2	Furnished and replaced rear MAC door operator motor. Adjusted and tested operation. RTS. Hours, Straight Time Service Work	235.00	470.00
	1	Door Operator Motor - per Joe, discounted to \$0.00	0.00	0.00
		Customer Discount - per Joe	-470.00	-470.00
Balance unpaid after 30 days from the date of the invoice is subject to a late payment charge of 2% per month, collection fees and attorneys' costs. All service calls will be charged a minimum of 2 hours unless otherwise noted on the invoice.			Total	\$1,057.50

Please return this portion with your payment.

Invoice Date
9/8/2025

Invoice Number
204145

Invoice Amount
\$1,057.50

Amount Paid
\$

Lakeland/Larsen Elevator Corporation
731 S. McAlister Avenue
Waukegan, Illinois 60085

1551 N Milwaukee Ave
Libertyville, IL 60048



Lakeland/Larsen Elevator Corporation

Modernization • Service • Maintenance

731 McAlister Avenue Waukegan, Illinois 60085



PHONE: 847 249-4433

EMAIL: SERVICE@LLEC@COM

FAX: 847-249-4458

PROPOSAL

January 8, 2026

Attention: Andre DiPaolo
Village of Libertyville
118 W Cook St.
Libertyville, IL

adipaolo@libertyville.com

RE: 123 Church St—Elevator #1—New Car Station Pushbutton Board.

The #1 car station pushbutton board has failed. From a cost standpoint, we recommend replacing this board first, prior to considering the full car station upgrade.

We propose to furnish and install a new car station pushbutton board, test for proper operation and return car to service.

We will provide labor and material, complete in accordance with these specifications for the sum of:

Two Thousand Two Hundred Forty-Five Dollars (\$2,245.00)

Payment is due upon completion. All material is guaranteed to be as specified. All work will be completed in a professional manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, and other delays which are beyond our control. The owner is to carry fire, tornado, and any other necessary insurance. Our employees are fully covered by Worker's Compensation Insurance.

ACCEPTANCE OF NOTI

The prices, specifications and conditions are satisfact
authorized to do the work as specified. Payment will be

Authorized Signature _____

we will probably
be spending
according to these
proposals an
ADDITIONAL
\$ 21,568.00
ACC# 01-1500-7-712
ACC HAS Funds



Lakeland/Larsen Elevator Corporation

Modernization • Service • Maintenance

731 McAlister Avenue Waukegan, Illinois 60085

PHONE: 847 249-4433

EMAIL: SERVICE@LLEC@COM

FAX: 847-249-4458



PROPOSAL

January 6, 2026

Attention: Andre DiPaolo
Village of Libertyville
118 W Cook St.
Libertyville, IL

adipaolo@libertyville.com

RE: 123 Church St—Elevator #1—New Car Station

The main Car Operating Panel (COP) boards have failed and the equipment is obsolete so the boards cannot be replaced. The original manufacturer, Schindler, has complete replacement COP's available to upgrade the obsolete car station.

We propose to furnish and install a new main COP panel complete with all buttons, boards, lamps and position indicator, test for proper operation and return car to service.

We will provide labor and material, complete in accordance with these specifications for the rate of:

Nineteen Thousand Three Hundred Twenty-Three Dollars (\$19,323.00)

Payment is due upon completion. All material is guaranteed to be as specified. All work will be completed in a professional manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, and other delays which are beyond our control. The owner is to carry fire, tornado, and any other necessary insurance. Our employees are fully covered by Worker's Compensation Insurance.

ACCEPTANCE OF NOTIFICATION

The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature _____ Date _____

**VILLAGE OF LIBERTYVILLE
CONTRACT FOR THE
ELEVATOR INSPECTIONS, MAINTENANCE AND REPAIRS**

Full Name of Bidder: Lakeland/Larsen Elevator Corporation
Principal Office:
Address 731 McAlister Avenue, Waukegan, IL 60085
Contact Person: Joe Bolton Telephone: (847) 249-4433
E-mail: joe@llec.com

TO: Village of Libertyville ("Owner")
325 N. Milwaukee Avenue, Suite 203
Libertyville, Illinois 60048-2090
Attention: Andre Di Paolo

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 and attached hereto as **Exhibit A**, 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 economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.
- B. Performance Standards. If this Contract is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the specifications

attached hereto and by this reference made a part of this Contract.

- C. Responsibility for Damage or Loss. If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.
- D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

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

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

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

B. Time of Payment.

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

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

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

after services are rendered and properly invoiced.

3. **Contract Time Proposal**

If this Contract/Proposal is accepted, **Bidder proposes, and agrees, that Bidder shall commence the Work within 10 days following Owner's acceptance of this Contract/Proposal provided Bidder shall have furnished to Owner all Bonds and all insurance certificates and endorsements specified in this Contract/Proposal.** If this Contract/Proposal is accepted Bidder proposes, and agrees, that Bidder shall perform work diligently and continuously and shall **complete the Work not later than April 30, 2026.**

4. **Finance Assurance**

A. **Insurance.** Contractor shall procure and maintain, for the duration of the 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 Bidder, his agents, representatives, employees or subcontractors.

If this Contract is accepted, Contractor proposes, and agrees, that Contractor shall provide certificate of insurance evidencing the minimum insurance coverage's and limits set forth below within 10 days following Owners acceptance of this Contract. Such policies shall be in the form, and from companies, acceptable to the owner. (Exhibit B)

Additional Insured. *The Village of Libertyville, its officials, agents, employees and volunteers are to be covered as additional insureds* as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Libertyville, its officials, agents, employees and volunteers.

The Contractors' insurance coverage shall be primary and non-contributory as respects the Village of Libertyville, its officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Libertyville, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village of Libertyville, its officials, employees, agents and volunteers.

The Contractors' insurance coverage shall contain a Severability of Interests/Cross Liability clause or language stating that the Contractors' insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurers' liability.

If any commercial liability insurance is being provided under an excess or umbrella liability policy that does "not follow form", then the Contractor shall be required to name the Village of Libertyville, its officials, employees, agents and volunteers as additional insureds.

All general liability coverage's shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Libertyville. 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*.

Waiver of Subrogation. The insurer shall agree to waive all rights of subrogation against the Village of Libertyville, its officials, agents, employees and volunteers for losses arising from work performed by Contractor for the municipality.

Cancellation Notice Recipient. Each insurance policy required shall have the Village of Libertyville expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

All Coverages. No Waiver. Under no circumstances shall the Village of Libertyville be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

- a. Allowing work by Contractor or any subcontractor to start before receipt of Certificate Insurance **and** Additional Insured Endorsements.
- b. Failure to examine, or demand correction of any deficiency, of any Certificate of Insurance **and** Additional Insured Endorsement received.

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.

Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all the requirements stated herein.

Assumption of Liability. The Contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of work performed pursuant to this agreement.

Verification of Coverage. Contractor shall furnish the Village of Libertyville with certificates of insurance naming the Village of Libertyville, its officials, employees, agents and volunteers as additional insureds and with original endorsements affecting coverage required by this clause. 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 Village before any work commences.

The following additional insured endorsements shall be utilized: ISO Additional Insured Endorsements CG 2010 or CG 2026, and CG 2037 – Completed Operations, where required. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

The insurance coverage's and limits set forth below shall be deemed to be minimum coverage's and limits shall not be construed in any way as a limitation on Bidder's duty to

carry adequate insurance or on Bidder's liability for losses or damages under this Contract. The minimum insurance coverage's and limits shall be maintained at all times while providing, performing or completing the Work.

Commercial General Liability

Limits shall not be less than:

- Each Occurrence: \$1,000,000
- Damage to Rented Premises: \$50,000
- Medical Expenses: \$5,000
- Personal & Advertising Injury: \$1,000,000
- General Aggregate: \$2,000,000
- Products-Completed Operations Aggregate: \$1,000,000
 - Coverage is to be written on an “occurrence” basis.
 - General aggregate limit applies per the “project”.
 - The “ADDL INSR” box shall be marked with “Yes” in the box.
 - The “SUBR WVD” box shall be marked with “Yes” in the box.

Coverage to Include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- “X”, “C” and “U”
- Contractual Liability
 - Contractual Liability coverage shall specifically include indemnification set below.

Workers' Compensation and Employers Liability

Limits shall not be less than:

- Employers Liability - Each Accident-Injury \$500,000
- Employers Liability - Each Employee-Disease \$500,000
- Employers Liability - Disease-Policy \$500,000
- Workers' Compensation: Statutory
 - Such insurance shall evidence that coverage applies to the State of Illinois.

Automobile Liability

Limits shall not be less than:

- Combined Single Limit: \$1,000,000
 - Coverage is to be written on an “Any Auto” basis.

Umbrella Liability

Limits shall not be less than:

- Bodily Injury and Property Damage Combined Single Limit: \$2,000,000
 - The “ADDL INSR” box shall be marked with “Yes” in the box.
 - The “SUBR WVD” box shall be marked with “Yes” in the box.
 - The Policy shall be in excess of the limits stated above.

Indemnity/Hold Harmless Provision. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village of Libertyville, its officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village of Libertyville, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village of Libertyville, its employees or agents, the Contractor 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, employees and agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Libertyville, its officials, employees and agents as herein provided.

Penalties. If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Proposal

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract/Bid within **90 days** after the date this sealed Contract is opened.

6. Bidders Representations and Warranties

In order to induce Owner to accept this Contract, Bidder hereby represents and warrants as follows:

- A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in Subsection 1B of this Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner.

- B. Regulatory Requirements. Successful bidder must comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.
- C. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.
- D. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposal set forth above.
- E. Prevailing Wage. In accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., not less than the prevailing rate of wages for similar work in the locality in which the Work is to be performed shall be paid to all laborers. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract. Please visit the Illinois Department of Labor's website to view the latest prevailing wage rates.

7. Acknowledgements

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

- A. Reliance. Owner is relying on all warranties, representations and statements made by the Bidder in this Contract.
- B. Reservation of Rights. Owner reserves the right to reject any and all bids, reserves the right to reject the low price bid, and reserves such other rights as are set forth in the Instructions to Bidders.
- C. Acceptance. If this Contract is accepted, Bidder shall be bound by each and every term, condition or provision contained in this Contract and in Owners written notification of acceptance in the included in the bound set of documents.
- D. Remedies. Each of the rights and remedies reserved to Owner in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity in this Contract/Proposal.
- E. Time. Time is of the essence of this Contract and, except where stated otherwise, reference in this Contract to days shall be construed to refer to calendar days.
- F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of

money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

- G. Severability. The provision of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provisions, nor the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall in any way affected thereby.
- H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder.
- I. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.
- J. Governing Law. This Contract and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois.

CONTRACT ACCEPTANCE
VILLAGE OF LIBERTYVILLE CONTRACT FOR
ELEVATOR INSPECTIONS, MAINTENANCE AND REPAIRS

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 _____, 2026, in the amount not to exceed \$74,324.32.

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.

Lakeland/Larsen Elevator Corporation:

Village of Libertyville:

By: _____

By: _____

Ms. Kelly Amidei
Village Administrator

EXHIBIT A:

PROPOSAL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Village of Libertyville, its officials, employees, agents and volunteers	Various Locations or Name the specific address of the project
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This Insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p>Village of Libertyville, its officials, employees, agents and volunteers</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Village of Libertyville, its officials, employees, agents and volunteers	Various Locations or Name the specific address of the project
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional Insured and included in the "products-completed operations hazard".



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: January 27, 2026

Agenda Item: Consideration of a Resolution to Approve a Bill of Sale and Accept Certain Public Improvements for the Libertyville 45 Corporate Center Development

Staff Recommendation: Approve Resolution

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

Background: Libertyville 45 Owner, LLC has submitted a written request for a Letter of Credit reduction and for Village acceptance of certain public improvements. The public improvements include watermain, sanitary sewer and an access road. Staff has reviewed the as-built drawings and has performed field inspections on the private and public improvements as identified in the Development Agreement. All improvements were found to have been constructed in substantial conformance with the approved subdivision plans and Village requirements.

Upon Village acceptance of the public improvements, a two-year guaranty period will commence for these items in accordance with the Development Agreement. Should any defect or deficiency be identified during this two-year period, the developer would be required to perform the necessary repairs.

Staff recommends adoption of the attached resolution to approve the Bill of Sale and to accept certain public improvements for the Libertyville 45 Corporate Center Development.

Attachments:

1. Resolution
2. Bill of Sale (Exhibit B to the Resolution)

RESOLUTION NO. 26-R-

A RESOLUTION APPROVING A BILL OF SALE AND THE ACCEPTANCE OF
PUBLIC INFRASTRUCTURE IMPROVEMENTS FOR THE
LIBERTYVILLE 45 CORPORATE CENTER

WHEREAS, pursuant to Chapter 22 of the "Libertyville, Illinois Municipal Code" as amended ("*Village Code*"), developers are required to construct certain public infrastructure improvements within the Village; and

WHEREAS, Libertyville 45 Owner, LLC ("*Developer*") has constructed certain public improvements, described in and depicted on **Exhibit A** to this Resolution, for the property commonly known as 1800, 1850, 1900, and 1950 US Highway 45 in the Village (collectively, the "*Improvements*"); and

WHEREAS, the Improvements have been constructed and inspected in accordance with Section 22-101 of the Village Code, and all punch list items with respect to the Improvements have been repaired or corrected and approved by the Village Engineer; and

WHEREAS, the Village and the Developer have agreed to enter into a bill of sale for the transfer of ownership of the Improvements from the Developer to the Village ("*Bill of Sale*"); and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Bill of Sale with the Developer will serve and be in the best interest of the Village;

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: Acceptance and Approval of Bill of Sale. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 3 of this Resolution, the Village hereby accepts ownership of the Improvements, and the Bill of Sale by and between the Village and the Developer is hereby approved in substantially the form attached as **Exhibit B**.

SECTION 3: Condition. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Village Code or any other rights that the Developer may have, and in accordance with Sections 22-126, 22-128, and 22-129 of the Village Code, the approval granted in Section 2 of this Resolution is hereby expressly subject to and contingent upon the Developer retaining a maintenance letter of credit for the Village, in a form acceptable to the Village Attorney, guaranteeing the prompt and satisfactory correction of all defects and deficiencies in the Improvements for at least two years after the effective date of this Resolution.

SECTION 4: Failure to Comply with Condition. Upon the failure or refusal of the Developer to comply with any or all of the conditions, restrictions, or provisions of this Resolution, the approval granted in Section 2 of this Resolution will, at the sole discretion of the Board of Trustees, by resolution duly adopted, be revoked and become null and void; provided, however, that the Board of Trustees may not so revoke such approvals unless it first provides the Developer with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Board of Trustees. In the event of such revocation, ownership and sole responsibility for the maintenance of the Improvements will vest in the Developer, and the Village Administrator and Village Attorney are authorized and directed to bring such enforcement action as may be appropriate under the circumstances.

SECTION 5: Effective Date. This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED this ___ day of _____, 2026.

AYES:

NAYS:

ABSENT:

APPROVED this ___ day of _____, 2026.

Donna Johnson, Village President

ATTEST:

Margaret Clark, Village Clerk

EXHIBIT A

IMPROVEMENTS

- 1) Water main and appurtenances thereto, located within a Village Utility Easement, as depicted in the record drawings dated November 2025, prepared by Pinnacle Engineering Group (excluding service lines and appurtenances thereto which solely serve a building or other structure or improvement on a Lot)
- 2) Sanitary sewer main and appurtenances thereto, located within a Village Utility Easement, as depicted in the record drawings dated November 2025, prepared by Pinnacle Engineering Group (excluding service lines and appurtenances thereto which solely serve a building or other structure or improvement on a Lot).
- 3) Access road to the Pumping Station Property, as depicted within Lots 2 and 5, in the record drawings dated November 2025, prepared by Pinnacle Engineering Group

EXHIBIT B

BILL OF SALE

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that LIBERTYVILLE 45 OWNER, LLC, a Delaware limited liability company (the "Owner"), 1211 West 22nd Street, Suite 800, Oak Brook, Illinois 60523, in consideration of the sum of \$10.00 and other good and valuable consideration paid by the Village of Libertyville, a municipal corporation ("Village"), 118 West Cook Avenue, Libertyville, Illinois 60048, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, assign, convey, transfer, and deliver to the Village the following personal property (collectively, "Improvements"):

- 1) Water main and appurtenances thereto located within a Village Utility Easement, as depicted in the record drawings dated November 2025, prepared by Pinnacle Engineering Group (excluding service lines and appurtenances thereto which solely serve a building or other structure or improvement on a Lot).
- 2) Sanitary sewer main and appurtenances thereto located within a Village Utility Easement, as depicted in the record drawings dated November 2025, prepared by Pinnacle Engineering Group (excluding service lines and appurtenances thereto which solely serve a building or other structure or improvement on a Lot).
- 3) Access road to the Pumping Station Property, as depicted within Lots 2 and 5, in the record drawings dated November 2025, prepared by Pinnacle Engineering Group

to have and to hold the Improvements as the personal property of the Village, and its successors and assigns, forever.

The Owner hereby warrants and represents that it is the lawful owner in every respect of the Improvements, and that the Improvements are free and clear of any and all liens, security agreements, encumbrances, claims, demands, and charges of any kind, and that the Owner has the full right, power, and authority to sell the Improvements and to execute this Bill of Sale.

The Owner, for itself and its successors and assigns, hereby covenants and agrees to and with the Village to warrant and defend the title and sale of the Improvements to the Village and its successors and assigns, against any and all lawful claims and demands of all and every person or persons whatsoever.

The Owner hereby releases, waives, relinquishes, and forever disclaims any and all possessory and/or proprietary rights, claims, and/or interests that the Owner has, had, or may have relating to or in any way connected with the Improvements.

IN WITNESS WHEREOF, the Owner has caused this Bill of Sale to be executed by the undersigned representative duly authorized to execute the same on this 9th day of December, 2025.

LIBERTYVILLE 45 OWNER, LLC,
a Delaware limited liability company

By: [Signature]
Name: MICHAEL ANDROWICZ
Its: MANAGER

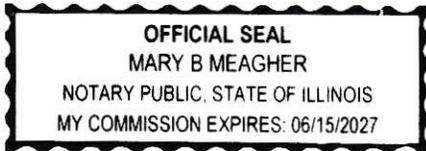
State of Illinois)

County of DuPage)

I MARY B. MEAGHER, a notary public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that MICHAEL ANDRONICH, Authorized Signatory of
LIBERTYVILLE 45 OWNER, LLC, a Delaware limited liability company, personally known to me to be
the same person whose name subscribed to the foregoing instrument, appeared before me this day in person
and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act,
and as the free and voluntary act of said company, for the uses and purposes herein set forth. Given under
my hand and official seal this 9th day of December, 2025.

Mary B. Meagher

Commission Expires 6/15/2027





VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: January 27, 2026

Agenda Item: Consideration of a Resolution to Approve a Contract with Milieu Design, LLC for the FY 2026/27 Landscape Maintenance & Mowing Program – Part A

Staff Recommendation: Approve Resolution

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

Background: Each year the Village contracts landscape maintenance and mowing services for multiple locations within the community. This contracted work includes weekly site visits encompassing mowing, weed control, turf fertilizer, bed maintenance, mulching and fall leaf cleanup. The contractual work is separated into two parts (A & B) based on size and location. The Part A sites are smaller locations: minor parks, well stations, empty lots, cul-de-sac islands, roadway center medians, etc. The Part B sites are larger sized locations: major parks, Milwaukee Ave. streetscape, Metra lots, Northshore Bike Path, etc.

Staff solicited competitive contractor bids for the Part A program that included three years of pricing and received five responses at the bid opening held on January 8, 2026. The lowest responsive bidder was Milieu Design, LLC with a first-year bid amount of \$83,370.00. The bid summary is below and the bid tabulation is attached for further detailed information.

Contractor	Part A - Bid Amount
Milieu Design, LLC	\$83,370.00
Flecks Landscaping	\$103,795.00
JZ Landscape Co.	\$190,705.00
TGF Enterprises Inc	\$239,200.00
ILT Vignocchi Landscape	\$299,810.00

Milieu Design, LLC has successfully completed previous landscape maintenance and mowing programs for the Village. Staff recommends that the contract be awarded to Milieu Design, LLC. Funds will be requested in multiple accounts in the FY 2026/27 Draft Annual Budget for the desired contractual landscape maintenance and mowing work.

Staff recommends approval of the attached resolution to award the contract for the FY 2026/27 Landscape Maintenance & Mowing Program – Part A to Milieu Design, LLC in the total amount of \$83,370.00 and authorize execution of the contract by the Village Administrator, subject to the appropriation of the necessary funding in the FY 2026/27 Draft Annual Budget.

Attachments:

1. Resolution
2. Bid Tabulation
3. Proposal/Contract

RESOLUTION NO. R-26-

A RESOLUTION APPROVING THE AWARD OF A CONTRACT
FOR THE FY 2026/27 LANDSCAPE MAINTENANCE & MOWING PROGRAM – PART A
TO MILIEU DESIGN, LLC

WHEREAS, the Village solicited competitive bids for the award of a contract for the annual Landscape Maintenance & Mowing Program - Part A ("**Contract**"); and

WHEREAS, Milieu Design, LLC of Lake Zurich, Illinois ("**Contractor**"), was the lowest responsible and responsive bidder of the firms that submitted bid packages to the Village for the Contract; and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Contract with Contractor will serve and be in the best interest of the Village and its residents.

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 Contract. The Contract by and between the Village and Contractor is hereby approved in substantially the form attached to this Resolution as Exhibit A, and in a final form and substance acceptable to the Village Administrator and Village Attorney and subject to the appropriation of the necessary funding in the FY 2026/27 Draft Annual Budget.

SECTION 3: Execution of Contract. The Village Administrator and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Contract upon

receipt by the Village Clerk of at least one original copy of the Contract executed by the Contractor; provided, however, that if the executed copy of the Contract is not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

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

PASSED this ___ day of _____, 2026.

AYES:

NAYS:

ABSENT:

APPROVED this ___ day of _____, 2026.

Donna Johnson, Village President

ATTEST:

Margaret Clark, Village Clerk

EXHIBIT A
CONTRACT

Village of Libertyville
Mowing & Landscaping Part A - Bid Tabulation
January 8, 2026

Milieu Design, LLC.	Flecks Landscaping	JZ Landscape Co.	TGF Enterprises Inc.	ILT Vignocchi Landscape
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Fiscal Year 2026/27 Costs

Site #	Site Name					
2	176 & Brainerd	\$900.00	\$676.00	\$2,165.00	\$2,025.00	\$1,575.00
6	Appley Ave - empty lot	\$900.00	\$945.00	\$2,080.00	\$4,050.00	\$3,410.00
7	Bartlett Terr - Cul-de-sac	\$900.00	\$283.00	\$1,300.00	\$2,025.00	\$282.00
8	Bell Ln - West side of Rd	\$900.00	\$492.00	\$1,890.00	\$4,050.00	\$3,466.00
9	Blueberry Park & 2 Cul-de-sacs	\$2,820.00	\$5,848.00	\$10,800.00	\$8,100.00	\$18,487.00
11	Butterfield Rd - empty lot	\$625.00	\$1,264.00	\$2,030.00	\$4,050.00	\$4,268.00
12	Butterfield Road Medians	\$3,400.00	\$9,391.00	\$16,750.00	\$18,000.00	\$34,675.00
14	Carriage Hill Lift Station	\$625.00	\$435.00	\$750.00	\$2,025.00	\$223.00
15	Centrum - 1860 W. Peterson Rd	\$1,250.00	\$492.00	\$2,230.00	\$7,000.00	\$21,217.00
18	Commuter Parking Lots (East and West)	\$2,500.00	\$4,041.00	\$14,700.00	\$6,075.00	\$8,706.00
22	Dawes Lift Station	\$1,100.00	\$489.00	\$2,415.00	\$2,025.00	\$647.00
24	Drake St - empty lot	\$1,100.00	\$770.00	\$1,800.00	\$2,025.00	\$3,269.00
26	Garfield P.A.S.	\$2,600.00	\$243.00	\$750.00	\$2,025.00	\$2,000.00
27	Garfield Well House	\$800.00	\$1,621.00	\$3,260.00	\$4,050.00	\$12,221.00
29	Greentree Ct - Cul-de-sac	\$1,250.00	\$204.00	\$1,050.00	\$2,025.00	\$505.00
31	Greentree Pkwy - Cul-de-sac	\$1,250.00	\$430.00	\$1,690.00	\$2,025.00	\$1,925.00
32	Greentree Pump House	\$1,250.00	\$835.00	\$2,280.00	\$2,025.00	\$3,259.00
33	Harding Lift Station	\$1,250.00	\$189.00	\$930.00	\$2,025.00	\$309.00
34	Hollister Lift Station	\$1,250.00	\$652.00	\$1,200.00	\$2,025.00	\$282.00
35	Industrial Dr Pump Station	\$1,250.00	\$895.00	\$2,010.00	\$4,050.00	\$3,236.00
37	Juniper Pkwy - Cul-de-sac	\$625.00	\$689.00	\$2,200.00	\$2,025.00	\$1,925.00
38	Juniper Pkwy - Cul-de-sac	\$625.00	\$774.00	\$2,200.00	\$2,025.00	\$1,618.00
41	Kenloch Park	\$1,150.00	\$4,095.00	\$6,010.00	\$6,075.00	\$7,588.00
42	Lake St. Com Ed wires	\$900.00	\$646.00	\$1,440.00	\$2,025.00	\$4,790.00
45	Libertyville High School Lift Station	\$900.00	\$195.00	\$950.00	\$2,025.00	\$778.00
48	N. Cambridge Lift Station	\$900.00	\$1,711.00	\$900.00	\$2,025.00	\$778.00
50	Newberry Pump House	\$900.00	\$781.00	\$2,880.00	\$4,050.00	\$2,756.00
52	North Ave - 544 & 600	\$5,400.00	\$2,792.00	\$4,650.00	\$16,200.00	\$5,540.00
55	Northwest side of Lake and Brainerd	\$675.00	\$1,540.00	\$2,490.00	\$4,050.00	\$4,223.00
56	Oak Spring Rd & St. Mary's Rd	\$900.00	\$153.00	\$1,140.00	\$2,025.00	\$778.00
58	Old Hickory Lane ROW	\$900.00	\$1,534.00	\$1,100.00	\$4,050.00	\$3,318.00
59	Old Peterson Road	\$1,800.00	\$307.00	\$1,370.00	\$2,025.00	\$698.00
64	Peterson Pump Station	\$900.00	\$94.00	\$1,320.00	\$2,025.00	\$1,924.00
65	Peterson and Cass Lift Station	\$900.00	\$617.00	\$900.00	\$2,025.00	\$778.00
66	Peterson Road Streetscape	\$7,000.00	\$18,274.00	\$31,500.00	\$18,000.00	\$34,874.00
70	Route 45 Median and Parkway	\$8,500.00	\$14,303.00	\$15,800.00	\$18,000.00	\$39,208.00
72	Second St & Appley Ave	\$900.00	\$5,023.00	\$4,975.00	\$16,200.00	\$7,170.00
73	Second St Pump House	\$900.00	\$1,067.00	\$2,210.00	\$4,050.00	\$4,165.00
74	South Fire Station	\$900.00	\$1,920.00	\$7,650.00	\$8,100.00	\$4,334.00
78	St James Pl. - Cul-de-sac	\$900.00	\$116.00	\$980.00	\$2,025.00	\$202.00
82	Sunset Dr ROW	\$2,600.00	\$1,199.00	\$1,300.00	\$2,025.00	\$3,318.00
83	SW Basin Lift Station	\$900.00	\$124.00	\$2,650.00	\$2,025.00	\$202.00
84	Tamarack Ln - Cul-de-sac	\$900.00	\$93.00	\$600.00	\$2,025.00	\$334.00
90	W. Park Ave - North side - From LHS past Blueberry	\$1,500.00	\$5,050.00	\$3,025.00	\$8,100.00	\$3,557.00
94	West Ellis Ave - Empty Lot	\$900.00	\$340.00	\$1,810.00	\$2,025.00	\$2,900.00
96	Wilshire Detention Pond	\$1,500.00	\$2,002.00	\$2,505.00	\$4,050.00	\$7,006.00
97	Winchester Road by High Tension Wires	\$1,500.00	\$1,695.00	\$1,550.00	\$2,025.00	\$10,155.00
99	Winchester Water Tower	\$900.00	\$708.00	\$1,505.00	\$2,025.00	\$2,734.00
103-A	Bedford Ln - Cul-de-sac	\$900.00	\$339.00	\$850.00	\$2,025.00	\$238.00
104-A	Route 45 Lift Station	\$900.00	\$186.00	\$850.00	\$2,025.00	\$1,925.00
106-A	Tall Tree Ter - Cul-de-sac	\$900.00	\$624.00	\$900.00	\$2,025.00	\$314.00
107-A	Interlaken Ridge Pond Areas	\$2,600.00	\$4,332.00	\$5,715.00	\$4,050.00	\$14,548.00
108-A	252 E. Ellis Ave - vacant lot	\$675.00	\$155.00	\$800.00	\$2,025.00	\$394.00
109-A	Franklin Blvd Medians	\$2,200.00	\$122.00	\$1,900.00	\$2,025.00	\$778.00
		\$83,370.00	\$103,795.00	\$190,705.00	\$239,200.00	\$299,810.00

Reported: \$103,792.00 \$299,801.00

Village of Libertyville
Mowing & Landscaping Part A - Bid Tabulation
January 8, 2026

Milieu Design, LLC.	Flecks Landscaping	JZ Landscape Co.	TGF Enterprises Inc.	ILT Vignocchi Landscape
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Fiscal Year 2027/28 Costs

Site #	Site Name					
2	176 & Brainerd	\$950.00	\$676.00	\$2,165.00	\$2,025.00	\$1,575.00
6	Appley Ave - empty lot	\$950.00	\$945.00	\$2,080.00	\$4,050.00	\$3,410.00
7	Bartlett Terr - Cul-de-sac	\$950.00	\$283.00	\$1,300.00	\$2,025.00	\$282.00
8	Bell Ln - West side of Rd	\$950.00	\$492.00	\$1,890.00	\$4,050.00	\$3,466.00
9	Blueberry Park & 2 Cul-de-sacs	\$2,990.00	\$5,848.00	\$10,800.00	\$8,100.00	\$18,487.00
11	Butterfield Rd - empty lot	\$665.00	\$1,264.00	\$2,030.00	\$4,050.00	\$4,268.00
12	Butterfield Road Medians	\$3,570.00	\$9,391.00	\$16,750.00	\$18,000.00	\$34,675.00
14	Carriage Hill Lift Station	\$665.00	\$435.00	\$750.00	\$2,025.00	\$223.00
15	Centrum - 1860 W. Peterson Rd	\$1,350.00	\$492.00	\$2,230.00	\$7,000.00	\$21,217.00
18	Commuter Parking Lots (East and West)	\$2,625.00	\$4,041.00	\$14,700.00	\$6,075.00	\$8,706.00
22	Dawes Lift Station	\$1,200.00	\$489.00	\$2,415.00	\$2,025.00	\$647.00
24	Drake St - empty lot	\$1,200.00	\$770.00	\$1,800.00	\$2,025.00	\$3,269.00
26	Garfield P.A.S.	\$2,750.00	\$243.00	\$750.00	\$2,025.00	\$2,000.00
27	Garfield Well House	\$860.00	\$1,621.00	\$3,260.00	\$4,050.00	\$12,221.00
29	Greentree Ct - Cul-de-sac	\$1,350.00	\$204.00	\$1,050.00	\$2,025.00	\$505.00
31	Greentree Pkwy - Cul-de-sac	\$1,350.00	\$430.00	\$1,690.00	\$2,025.00	\$1,925.00
32	Greentree Pump House	\$1,350.00	\$835.00	\$2,280.00	\$2,025.00	\$3,259.00
33	Harding Lift Station	\$1,350.00	\$189.00	\$930.00	\$2,025.00	\$309.00
34	Hollister Lift Station	\$1,350.00	\$652.00	\$1,200.00	\$2,025.00	\$282.00
35	Industrial Dr Pump Station	\$1,350.00	\$895.00	\$2,010.00	\$4,050.00	\$3,236.00
37	Juniper Pkwy - Cul-de-sac	\$665.00	\$689.00	\$2,200.00	\$2,025.00	\$1,925.00
38	Juniper Pkwy - Cul-de-sac	\$665.00	\$774.00	\$2,200.00	\$2,025.00	\$1,618.00
41	Kenloch Park	\$1,225.00	\$4,095.00	\$6,010.00	\$6,075.00	\$7,588.00
42	Lake St. Com Ed wires	\$950.00	\$646.00	\$1,440.00	\$2,025.00	\$4,790.00
45	Libertyville High School Lift Station	\$950.00	\$195.00	\$950.00	\$2,025.00	\$778.00
48	N. Cambridge Lift Station	\$950.00	\$1,711.00	\$900.00	\$2,025.00	\$778.00
50	Newberry Pump House	\$950.00	\$781.00	\$2,880.00	\$4,050.00	\$2,756.00
52	North Ave - 544 & 600	\$5,650.00	\$2,792.00	\$4,650.00	\$16,200.00	\$5,540.00
55	Northwest side of Lake and Brainerd	\$700.00	\$1,540.00	\$2,490.00	\$4,050.00	\$4,223.00
56	Oak Spring Rd & St. Mary's Rd	\$950.00	\$153.00	\$1,140.00	\$2,025.00	\$778.00
58	Old Hickory Lane ROW	\$950.00	\$1,534.00	\$1,100.00	\$4,050.00	\$3,318.00
59	Old Peterson Road	\$1,950.00	\$307.00	\$1,370.00	\$2,025.00	\$698.00
64	Peterson Pump Station	\$950.00	\$94.00	\$1,320.00	\$2,025.00	\$1,924.00
65	Peterson and Cass Lift Station	\$950.00	\$617.00	\$900.00	\$2,025.00	\$778.00
66	Peterson Road Streetscape	\$7,350.00	\$18,274.00	\$31,500.00	\$18,000.00	\$34,874.00
70	Route 45 Median and Parkway	\$8,925.00	\$14,303.00	\$15,800.00	\$18,000.00	\$39,208.00
72	Second St & Appley Ave	\$950.00	\$5,023.00	\$4,975.00	\$16,200.00	\$7,170.00
73	Second St Pump House	\$950.00	\$1,067.00	\$2,210.00	\$4,050.00	\$4,165.00
74	South Fire Station	\$950.00	\$1,920.00	\$7,650.00	\$8,100.00	\$4,334.00
78	St James Pl. - Cul-de-sac	\$950.00	\$116.00	\$980.00	\$2,025.00	\$202.00
82	Sunset Dr ROW	\$2,750.00	\$1,199.00	\$1,300.00	\$2,025.00	\$3,318.00
83	SW Basin Lift Station	\$950.00	\$124.00	\$2,650.00	\$2,025.00	\$202.00
84	Tamarack Ln - Cul-de-sac	\$950.00	\$93.00	\$600.00	\$2,025.00	\$334.00
90	W. Park Ave - North side - From LHS past Blueberry	\$1,600.00	\$5,050.00	\$3,025.00	\$8,100.00	\$3,557.00
94	West Ellis Ave - Empty Lot	\$950.00	\$340.00	\$1,810.00	\$2,025.00	\$2,900.00
96	Wilshire Detention Pond	\$1,600.00	\$2,002.00	\$2,505.00	\$4,050.00	\$7,006.00
97	Winchester Road by High Tension Wires	\$1,600.00	\$1,695.00	\$1,550.00	\$2,025.00	\$10,155.00
99	Winchester Water Tower	\$950.00	\$708.00	\$1,505.00	\$2,025.00	\$2,734.00
103-A	Bedford Ln - Cul-de-sac	\$950.00	\$339.00	\$850.00	\$2,025.00	\$238.00
104-A	Route 45 Lift Station	\$950.00	\$186.00	\$850.00	\$2,025.00	\$1,925.00
106-A	Tall Tree Ter - Cul-de-sac	\$950.00	\$624.00	\$900.00	\$2,025.00	\$314.00
107-A	Interlaken Ridge Pond Areas	\$2,750.00	\$4,332.00	\$5,715.00	\$4,050.00	\$14,548.00
108-A	252 E. Ellis Ave - vacant lot	\$700.00	\$155.00	\$800.00	\$2,025.00	\$394.00
109-A	Franklin Blvd Medians	\$2,310.00	\$122.00	\$1,900.00	\$2,025.00	\$778.00
		\$88,265.00	\$103,795.00	\$190,705.00	\$239,200.00	\$299,810.00

Reported: \$103,792.00 \$299,801.00

Village of Libertyville
Mowing & Landscaping Part A - Bid Tabulation
January 8, 2026

Milieu Design, LLC.	Flecks Landscaping	JZ Landscape Co.	TGF Enterprises Inc.	ILT Vignocchi Landscape
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Fiscal Year 2028/29 Costs

Site #	Site Name					
2	176 & Brainerd	\$1,000.00	\$676.00	\$2,165.00	\$2,025.00	\$1,622.00
6	Appley Ave - empty lot	\$1,000.00	\$945.00	\$2,080.00	\$4,050.00	\$3,512.00
7	Bartlett Terr - Cul-de-sac	\$1,000.00	\$283.00	\$1,300.00	\$2,025.00	\$290.00
8	Bell Ln - West side of Rd	\$1,000.00	\$492.00	\$1,890.00	\$4,050.00	\$3,569.00
9	Blueberry Park & 2 Cul-de-sacs	\$3,200.00	\$5,848.00	\$10,800.00	\$8,100.00	\$19,041.00
11	Butterfield Rd - empty lot	\$700.00	\$1,264.00	\$2,030.00	\$4,050.00	\$4,396.00
12	Butterfield Road Medians	\$3,750.00	\$9,391.00	\$16,750.00	\$18,000.00	\$35,715.00
14	Carriage Hill Lift Station	\$700.00	\$435.00	\$750.00	\$2,025.00	\$230.00
15	Centrum - 1860 W. Peterson Rd	\$1,450.00	\$492.00	\$2,230.00	\$7,000.00	\$21,853.00
18	Commuter Parking Lots (East and West)	\$2,750.00	\$4,041.00	\$14,700.00	\$6,075.00	\$8,968.00
22	Dawes Lift Station	\$1,300.00	\$489.00	\$2,415.00	\$2,025.00	\$668.00
24	Drake St - empty lot	\$1,300.00	\$770.00	\$1,800.00	\$2,025.00	\$3,368.00
26	Garfield P.A.S.	\$2,900.00	\$243.00	\$750.00	\$2,025.00	\$2,060.00
27	Garfield Well House	\$940.00	\$1,621.00	\$3,260.00	\$4,050.00	\$12,587.00
29	Greentree Ct - Cul-de-sac	\$1,450.00	\$204.00	\$1,050.00	\$2,025.00	\$521.00
31	Greentree Pkwy - Cul-de-sac	\$1,450.00	\$430.00	\$1,690.00	\$2,025.00	\$1,983.00
32	Greentree Pump House	\$1,450.00	\$835.00	\$2,280.00	\$2,025.00	\$3,356.00
33	Harding Lift Station	\$1,450.00	\$189.00	\$930.00	\$2,025.00	\$318.00
34	Hollister Lift Station	\$1,450.00	\$652.00	\$1,200.00	\$2,025.00	\$290.00
35	Industrial Dr Pump Station	\$1,450.00	\$895.00	\$2,010.00	\$4,050.00	\$3,333.00
37	Juniper Pkwy - Cul-de-sac	\$700.00	\$689.00	\$2,200.00	\$2,025.00	\$1,983.00
38	Juniper Pkwy - Cul-de-sac	\$700.00	\$774.00	\$2,200.00	\$2,025.00	\$1,666.00
41	Kenloch Park	\$1,300.00	\$4,095.00	\$6,010.00	\$6,075.00	\$7,815.00
42	Lake St. Com Ed wires	\$1,000.00	\$646.00	\$1,440.00	\$2,025.00	\$4,934.00
45	Libertyville High School Lift Station	\$1,000.00	\$195.00	\$950.00	\$2,025.00	\$801.00
48	N. Cambridge Lift Station	\$1,000.00	\$1,711.00	\$900.00	\$2,025.00	\$801.00
50	Newberry Pump House	\$1,000.00	\$781.00	\$2,880.00	\$4,050.00	\$2,838.00
52	North Ave - 544 & 600	\$5,900.00	\$2,792.00	\$4,650.00	\$16,200.00	\$5,706.00
55	Northwest side of Lake and Brainerd	\$725.00	\$1,540.00	\$2,490.00	\$4,050.00	\$4,345.00
56	Oak Spring Rd & St. Mary's Rd	\$1,000.00	\$153.00	\$1,140.00	\$2,025.00	\$801.00
58	Old Hickory Lane ROW	\$1,000.00	\$1,534.00	\$1,100.00	\$4,050.00	\$3,418.00
59	Old Peterson Road	\$2,100.00	\$307.00	\$1,370.00	\$2,025.00	\$719.00
64	Peterson Pump Station	\$1,000.00	\$94.00	\$1,320.00	\$2,025.00	\$1,982.00
65	Peterson and Cass Lift Station	\$1,000.00	\$617.00	\$900.00	\$2,025.00	\$801.00
66	Peterson Road Streetscape	\$7,750.00	\$18,274.00	\$31,500.00	\$18,000.00	\$38,921.00
70	Route 45 Median and Parkway	\$9,350.00	\$14,303.00	\$15,800.00	\$18,000.00	\$40,384.00
72	Second St & Appley Ave	\$1,000.00	\$5,023.00	\$4,975.00	\$16,200.00	\$7,385.00
73	Second St Pump House	\$1,000.00	\$1,067.00	\$2,210.00	\$4,050.00	\$4,290.00
74	South Fire Station	\$1,000.00	\$1,920.00	\$7,650.00	\$8,100.00	\$4,464.00
78	St James Pl. - Cul-de-sac	\$1,000.00	\$116.00	\$980.00	\$2,025.00	\$208.00
82	Sunset Dr ROW	\$2,900.00	\$1,199.00	\$1,300.00	\$2,025.00	\$3,418.00
83	SW Basin Lift Station	\$1,000.00	\$124.00	\$2,650.00	\$2,025.00	\$208.00
84	Tamarack Ln - Cul-de-sac	\$1,000.00	\$93.00	\$600.00	\$2,025.00	\$344.00
90	W. Park Ave - North side - From LHS past Blueberry	\$1,700.00	\$5,050.00	\$3,025.00	\$8,100.00	\$3,664.00
94	West Ellis Ave - Empty Lot	\$1,000.00	\$340.00	\$1,810.00	\$2,025.00	\$2,987.00
96	Wilshire Detention Pond	\$1,700.00	\$2,002.00	\$2,505.00	\$4,050.00	\$7,216.00
97	Winchester Road by High Tension Wires	\$1,700.00	\$1,695.00	\$1,550.00	\$2,025.00	\$10,460.00
99	Winchester Water Tower	\$1,000.00	\$708.00	\$1,505.00	\$2,025.00	\$2,816.00
103-A	Bedford Ln - Cul-de-sac	\$1,000.00	\$339.00	\$850.00	\$2,025.00	\$245.00
104-A	Route 45 Lift Station	\$1,000.00	\$186.00	\$850.00	\$2,025.00	\$1,983.00
106-A	Tall Tree Ter - Cul-de-sac	\$1,000.00	\$624.00	\$900.00	\$2,025.00	\$323.00
107-A	Interlaken Ridge Pond Areas	\$2,900.00	\$4,332.00	\$5,715.00	\$4,050.00	\$14,984.00
108-A	252 E. Ellis Ave - vacant lot	\$725.00	\$155.00	\$800.00	\$2,025.00	\$406.00
109-A	Franklin Blvd Medians	\$2,425.00	\$122.00	\$1,900.00	\$2,025.00	\$801.00
		\$93,265.00	\$103,795.00	\$190,705.00	\$239,200.00	\$311,797.00

Reported: \$103,792.00 \$308,735.00

VILLAGE OF LIBERTYVILLE
CONTRACT/PROPOSAL FOR THE
LANDSCAPING & MOWING PROGRAM - PART A

Full Name of Bidder MILIEU DESIGN, LLC
Principal Office Address 525 ENTERPRISE PKWY. LAKE ZWICHT
Local Office Address 525 ENTERPRISE PKWY. LAKE ZWICHT
Contact Person ERIC MALONEY Telephone: 847 525 8603
E-mail: eric@milieu.land.com

TO: Village of Libertyville ("Owner")
325 N. Milwaukee Ave., Suite 203
Libertyville, Illinois 60048-2090
Attention: David Thornborough
Superintendent of Public Works

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. **Pre-Qualification.** Procure and furnish to the Village of Libertyville a list of 3 municipal references/contacts of similar scope with the bid submittal.
 4. **Bonds and Insurance.** Procure and furnish all bonds and all insurance certificates specified in this Contract/Bid;
 5. **Taxes.** Pay all applicable federal, state and local taxes.
 6. **Miscellaneous.** Do all other things required of Bidder by this Contract.

Bidder Status

Corporation _____ State: _____

Partnership _____ State: _____

Individual Proprietorship: ✓

Bidders Name:

Milieu Design LLC

Doing Business as (if different):

Printed Name: ERIC MALONEY

Signature: *[Handwritten Signature]*

Title/Position: GENERAL MANAGER

Bidders Business Address:

525 ENTERPRISE PKWY. LAKE WORTH IL 60047

Telephone 847 465 1160 Fax 847 465 1159

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

Name	Title	Address

List of three municipal references:

Name/Title/Agency	Contact Information	Description of Work/Contract Amount
<u>DAN BOSSCHER VIL. OF DEERFIELD</u>	<u>847 561 1834</u>	<u>LANDSCAPE MAINT.</u>
<u>VINCE HOFFMAN VIL OF WHEELING</u>	<u>847 279 6942</u>	<u>LANDSCAPE MAINT.</u>
<u>MICHAEL TALBOT VILLAGE OF ICING</u>	<u>847 438 6000</u>	<u>LANDSCAPE MAINT.</u>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Cottingham & Butler
800 Main St.
Dubuque IA 52001

CONTACT NAME:
PHONE (A/C, No, Ext): 888-785-4677 FAX (A/C, No): 563-583-7339
E-MAIL ADDRESS:

INSURED
Milieu Design LLC
525 Enterprise Pkwy
Lake Zurich IL 60047

MILIDES-01

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Western National Mutual Insurance Company		15377
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 2068338723

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		CPP1241548-00	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CPP1364716-00	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		UMB1060278-00	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WCV1042412-00	2/1/2025	2/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Village of Libertyville, its officials, agents, employees and volunteers are additional insured on the general liability policy on a primary, non-contributory basis per written contract between the named insured and the certificate holder that requires such a status subject to the terms and conditions of the endorsement attached to the policy.

CERTIFICATE HOLDER

CANCELLATION

Village of Libertyville, its officials, agents, employees and volunteers
200 W. Cook Avenue
Libertyville IL 60048
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EXHIBIT B

BID BOND

VILLAGE OF LIBERTYVILLE
CONTRACT/BID FOR
LANDSCAPING & MOWING PROGRAM – PART A

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

that Milieu Design, LLC, 525 Enterprise Parkway, Lake Zurich, IL 60047
(Full name and address of Bidder)

as Principal, hereinafter called Bidder, and
Granite Re, Inc. 14001 Quailbrook Drive, Oklahoma City, OK 73134
(Full name and address of Surety)

as Surety, a corporation organized and existing under the laws of the State of MN, 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 (\$ ****), 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. **** ten percent of the amount bid (10.00%)

WHEREAS, Bidder has submitted a Bid dated January 8, 2026, to Owner entitled "CONTRACT/BID FOR LANDSCAPING & MOWING PROGRAM – PART A (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 18th day of December, 2026.

Attest/Witness:

By: *Doranne M. Wilson*

Title: *Office Manager*

Attest/Witness: Karla Heffron

By: *Karla Heffron*

Title: Witness

PRINCIPAL *Milieu Design, LLC*

By: *[Signature]*

Title: *President*

SURETY *Granite Re, Inc.*

By: *[Signature]*

Title *Samuel Duchow, Attorney-in-fact*



GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

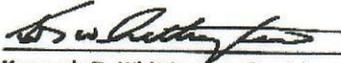
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU may lawfully do in the premises by virtue of these presents.

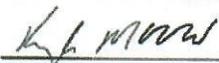
In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President



Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620





Bethany J. Alred
Notary Public

GRANITE RE, INC.
Certificate

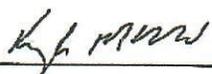
THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such Instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 18 day of December, 2025.

GR0800-1





Kyle P. McDonald, Assistant Secretary

EXHIBIT C
PERFORMANCE BOND

**VILLAGE OF LIBERTYVILLE
CONTRACT/PROPOSAL FOR
VILLAGE OF LIBERTYVILLE
LANDSCAPING & MOWING PROGRAM – PART A**

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that *[Name and Address of Successful Bidder]*, as principal, hereinafter called Contractor, and *[Name and Address of Surety]*, as Surety, a corporation organized and existing under the laws of the State of *[State of Incorporation]*, hereinafter called Surety, are held and firmly bound unto Village of Libertyville, 118 West Cook Avenue, Libertyville, Illinois 60048, as Obligee, hereinafter called the Village, in the full and just sum of *[Contract Amount in Writing]* (*[\$ Contract Amount in Figures]*), for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by reason of Contractor's failure to promptly and faithfully perform its Contract/Proposal with Owner, said Contract/Proposal being more fully described below, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Owner has accepted Contract/Proposal from *[Name of Successful Bidder]*, dated *[Month] [Day]*, 2026, entitled "Contract/Proposal for the "VILLAGE OF LIBERTYVILLE LANDSCAPING & MOWING PROGRAM – PART A" (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 Contractor shall well, truly and promptly perform all the undertakings, covenants, terms, conditions and agreements of said Contractor under the Contract/Proposal, including, but not limited to, Contractor's obligations under the Contract/Proposal: (1) to provide, perform and complete at the Work Sites and in the manner specified in the Contract/Proposal all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for Landscaping & Mowing Program – Part A; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith; (3) to procure and furnish all bonds, certificates of insurance specified in the Contract/Proposal; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract/Proposal; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract/Proposal; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, 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 no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of either Owner or Contractor to the other in or to the terms of said Contract/Proposal; in or to the schedules, plans, drawings or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service or sites; or in or to the mode or manner of payment therefore, shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors or assigns or affect the obligations of Surety on this bond, all notice

of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances, and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Contractor's default be greater than the obligations of Contractor under the Contract/Proposal in the absence of such Contractor default.

In the event of a default or defaults by Contractor, Owner shall have the right to take over and complete the Contract/Proposal upon 30 calendar days' written notice to Surety, in which event Surety shall pay Owner all costs incurred by Owner in taking over and completing the Contract/Proposal.

At its option, Owner may instead request that Surety take over and complete the Contract/Proposal, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which Owner notifies Surety that Owner wants Surety to take over and complete the Contract/Proposal.

Owner shall have no obligation to actually incur any expense or correct any deficient performance of Contractor 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 16th day of December, 2026.

Attest/Witness:

By: Eric Maloney

Title: General Manager

Attest/Witness:

By: Brenda Abrego

Title: Admin Asst.

Principal: [Name of Successful Bidder]

By: Brian Frank
[Name of Contractor's Executing Officer]

Title: President
[Title of Contractor's Executing Officer]

Surety: [Name of Surety]

By: Suzanne Wilson

Title: Office Manager

Telephone: 847-465-1160



Village of
Mowing & Landscaping Part A - Price Proposal Form - Exhibit E
Annual Costs

EXHIBIT E

Site #	Site Name	PART A	Location / Description	2026-27	2027-28	2028-29
2	176 & Brainerd		Northwest corner	\$900.00	\$950.00	\$1,000.00
6	Appley Ave - empty lot		Between 320 & 328 Appley	\$900.00	\$950.00	\$1,000.00
7	Bartlett Terr - Cul-de-sac		Between 913 & 929 Bartlett Terrace	\$900.00	\$950.00	\$1,000.00
8	Bell Ln - West side of Rd		From Peterson to Green Acre Dr	\$900.00	\$950.00	\$1,000.00
9	Blueberry Park & 2 Cul-de-sacs		220 Blueberry Rd - 1 Cul-de-sac near 178	\$2,820.00	\$2,990.00	\$3,200.00
11	Butterfield Rd - empty lot		Between 235 & 249 N. Butterfield Rd	\$625.00	\$665.00	\$700.00
12	Butterfield Road Medians		3 medians between Peterson Rd & Golf	\$3,400.00	\$3,570.00	\$3,750.00
14	Carriage Hill Lift Station		Near Walnut & Carriage Hill Cir. West of	\$625.00	\$665.00	\$700.00
15	Centrum - 1860 W. Peterson Rd		Enter from Peterson Rd	\$1,250.00	\$1,350.00	\$1,450.00
18	Commuter Parking Lots (East and		Downtown Metra Parking lots	\$2,500.00	\$2,625.00	\$2,750.00
22	Dawes Lift Station		Between 1106 & 1110 Dawes St	\$1,100	\$1,200.00	\$1,300.00
24	Drake St - empty lot		Between 411 & 503 Drake	\$1,100.00	\$1,200.00	\$1,300.00
26	Garfield P.A.S.		Southwest corner of St Lawrence church parking lot access	\$2,600.00	\$2,750.00	\$2,900.00
27	Garfield Well House		428 Garfield Ave - West of Rockland	\$800.00	\$860.00	\$940.00
29	Greentree Ct - Cul-de-sac		Between 1204 & 1205 Greentree Ct	\$1,250.00	\$1,350.00	\$1,450.00
31	Greentree Pkwy - Cul-de-sac		Between 204 & 228 Greentree Pkwy	\$1,250.00	\$1,350.00	\$1,450.00
32	Greentree Pump House		South end of Garfield Ave	\$1,250.00	\$1,350.00	\$1,450
33	Harding Lift Station		319 Harding Ave - Corner of Butterfield &	\$1,250.00	\$1,350.00	\$1,450.00
34	Hollister Lift Station		Plant	\$1,250.00	\$1,350.00	\$1,450.00
35	Industrial Dr Pump Station		Northwest corner of Peterson Rd and	\$1,250.00	\$1,350.00	\$1,450.00
37	Juniper Pkwy - Cul-de-sac		Between 1001 & 1011 Juniper Pkwy	\$625.00	\$665.00	\$700.00
38	Juniper Pkwy - Cul-de-sac		Between 325 & 407 Juniper Pkwy	\$625.00	\$665.00	\$700.00
41	Kenloch Park		142 Kenloch Ave	\$1,150.00	\$1,225.00	\$1,300.00
42	Lake St. Com Ed wires		Under high tension wires	\$900.00	\$950.00	\$1,000.00
45	Libertyville High School Lift Station		708 W. Park Ave - Northwest corner of	\$900.00	\$950.00	\$1,000.00
48	N. Cambridge Lift Station		1208 W. Winchester Rd	\$900.00	\$950.00	\$1,000.00
50	Newberry Pump House		Between 146 & 158 Newberry	\$900.00	\$950.00	\$1,000.00
52	North Ave - 544 & 600		Public Works and Parks facility yards	\$5,400.00	\$5,650.00	\$5,900.00
55	Northwest side of Lake and Brainerd		West of 210 Lake St	\$675.00	\$700.00	\$725.00

56	Oak Spring Rd & St. Mary's Rd	East of 1281 Oak Spring Rd - South West	\$900.00	\$950.00	\$1,000.00
58	Old Hickory Lane ROW	West side and south end of road just behind	\$900.00	\$950.00	\$1,000.00
	Old Peterson Road	Across from 1508 Old Peterson	\$1,800.00	\$1,950.00	\$2,100.00
64	Peterson Pump Station	East of High Tension Wires - south side of	\$900.00	\$950.00	\$1,000.00

Village of
Mowing & Landscaping Part A - Price Proposal Form - Exhibit E
Annual Costs

CONTRACTOR NAME & ADDRESS:

Site #	Site Name	PART A	Location / Description	2026-27	2027-28	2028-29
65	Peterson and Cass Lift Station		269 Peterson Rd	\$900.00	\$950.00	\$1,000.00
66	Peterson Road Streetscape		From Butterfield to Milwaukee Ave and North to 30676 N.	\$7,000.00	\$7,350.00	\$7,750.00
70	Route 45 Median and Parkway		From Rte. 137 overpass to Village limit south of Innovation Way	\$8,500.00	\$8,925.00	\$9,350.00
72	Second St & Appley Ave		Train Tracks overpass East to Des Plaines River canoe	\$900.00	\$950.00	\$1,000.00
73	Second St Pump House		West of 520 Second St	\$900.00	\$950.00	\$1,000.00
74	South Fire Station		201 W. Golf Rd	\$900.00	\$950.00	\$1,000.00
78	St James Pl. - Cul-de-sac		Between 1255 & 1258 St James Pl	\$900.00	\$950.00	\$1,000.00
82	Sunset Dr ROW		From the corner of Laurel to Linden - West	\$2,600.00	\$2,750.00	\$2,900.00
83	SW Basin Lift Station		South end of Charles Brown Park - 1015	\$900.00	\$950.00	\$1,000.00
84	Tamarack Ln - Cul-de-sac		Between 1136 & 1152 Tamarack	\$900.00	\$950.00	\$1,000.00
90	W. Park Ave - North side - From LHS past Blueberry		North side of Rte. 176 from High school property west past Blueberry	\$1,500.00	\$1,600.00	\$1,700.00
94	West Ellis Ave - Empty Lot		Empty lot South of 222 W. Ellis	\$900.00	\$950.00	\$1,000.00
96	Wilshire Detention Pond		East of 921 Wilshire Ct	\$1,500.00	\$1,600.00	\$1,700.00
97	Winchester Road by High Tension		East of Interlaken Ridge ponds	\$1,500.00	\$1,600.00	\$1,700.00
99	Winchester Water Tower		Off of Technology Way before GLSA Soccer	\$900.00	\$950.00	\$1,000.00
103-A	Bedford Ln - Cul-de-sac		900 Block of Bedford Ln	\$900.00	\$950.00	\$1,000.00
104-A	Route 45 Lift Station		West side of Rte. 45 between Winchester and	\$900.00	\$950.00	\$1,000.00
106-A	Tall Tree Ter - Cul-de-sac		1000 Block of Tall Tree Ter	\$900.00	\$950.00	\$1,000.00
107-A	Interlaken Ridge Pond Areas		Corner of Winchester and Loyola	\$2,600.00	\$2,750.00	\$2,900.00
108-A	252 E. Ellis Ave - vacant lot		Vacant wooded lot East end of Ellis	\$675.00	\$700.00	\$725.00
109-A	Franklin Blvd Medians		North and South Medians on Franklin	\$2,200.00	\$2,310.00	\$2,425.00

54 Sites as of 12-2025

<u>Part A Cost per Year</u>	<u>Budget Year</u>
\$83370.00	2026-
\$88265.00	2027-
\$93265.00	2028-

EXHIBIT D

PART A – SITE SPECIFICATIONS

**Village of Libertyville
Public Works Department**

Landscaping and Mowing Part A - Site Specifications
***Additional specifications pertaining to specific sites are listed at the end.**

I. Scope of Work

This program provides for the maintenance and care of all plant material and hardscape at multiple site locations which could include items such as; turf, trees, tree rings, tree grates and wells, shrubs, perennial and annual beds, mulch beds, ball field clay areas, paths, parking areas, gravel areas, curbing, concrete troughs, sidewalks, sport courts, pools, wood lines, fences and natural areas. The intention of this contract is to maintain all sites in excellent condition on a weekly basis. **(Every site is different and will require all or a few of the following specifications – View each site in person to understand its site parameters.)**

II. Period of Coverage

This proposal shall provide for services beginning April 1 to March 31 of the following year. The contractor(s) are expected to perform services during the winter months when weather allows, i.e. trash and leaf debris pickup on hard surfaces, including sports courts and playgrounds.

III. Specific Services

A. Spring Clean Up

Spring clean-up operations will be completed as soon as seasonal conditions permit and will be completed no later than May 30. The following items will be included:

1. Rake/sweep all turf areas, sport courts, playgrounds, pathways and sidewalks to remove collected debris.
2. Remove leaves and winter debris from all planting beds, tree rings, tree grates and wells, fence rows, and landscaped areas.
3. Clean and remove debris from all curb lines, parking lots, drives, walking paths, sidewalks, playgrounds and gravel areas. **NO GAS-POWERED BLOWERS ARE ALLOWED TO BE USED AT ANY LOCATION AT ANY POINT IN TIME FOR ANY REASON.**
4. All debris to be removed off site and disposed of properly. Surrounding natural and wild areas will not be used for disposal.
5. A 1" layer of quality shredded hardwood mulch is to be applied to all existing tree rings, tree wells, perennial beds and shrub beds. A sample of the mulch must be submitted to the Village representative for approval. This does not include playground mulch – contractor is not expected to add mulch to playgrounds.
6. **Spade edge all beds and all existing tree rings and remove edgings. Do not incorporate edgings back into beds or tree rings, it must be removed off site and disposed of properly. A reduction in payment will be imposed if**

this occurs.

7. All ground cover, perennial and shrub beds will be cleared of debris as part of the spring cleanup operations. Ornamental grasses and perennial material left from the prior fall will be removed at the plant crown and disposed of off-site.

B. Turf Mowing and Debris Removal –Weekly

1. All mowing operations will be in a neat and orderly manner. Equipment shall be moved onto and off of turf area so as to minimize track marks and not detract from the finished turf.
2. All turf areas will be mowed evenly, to keep an overall height of 2.5-3 inches. This operation will occur weekly, or more often as conditions dictate. Double cutting or clipping removal will be required at select locations to keep surface grass clippings to a minimum.
3. All maintenance equipment shall be kept in safe and good running order at all times.
4. All maintenance equipment will be operated in a manner that will prevent property damage or personal injury. Village of Libertyville will not be responsible for damage caused by improper use of equipment.
5. All turf adjoining hard surfaces, cultivated beds or other obstructions will be maintained through string trimming at every mowing.
6. Turf next to structures, posts, and fences shall be trimmed the same height as the adjoining turf. This will be completed whenever turf is mowed.
7. All clippings and debris generated from mowing and edging will be cleared from all sidewalks, streets, entrances, playgrounds, and sports surfaces prior to completion of daily operations. **NO GAS-POWERED BLOWERS ARE ALLOWED TO BE USED AT ANY LOCATION AT ANY POINT IN TIME.**
8. Mulch grass clippings whenever possible. **Excessive clippings that lay on the grass surface must be removed off site.**
9. When mowing, direct grass clippings away from ponds, pools, flower/shrub beds, buildings, roads, parking lots, vehicles, tree rings and private property.
10. In lieu of mowing, mulching of leaves and/or leaf removal will be required in the fall.
11. **Debris Removal will occur weekly. This includes but is not limited to trash, waste, cigarette butts, leaf debris, branches, grass clippings and any other debris. Locations include all sport courts, playgrounds, pathways, parking lots, tree wells, tree rings, plant beds, sidewalks, curbing, building fronts, etc.**

C. Turf Fertilizer/Herbicide Application

When applying fertilizers and herbicides all means to protect non target areas must be taken. Proper flagging notification must be placed on the site per the Illinois Department of Agriculture regulations.

1. All turf areas will receive the following applications. *With the exception of Site 9 - Blueberry Park and Cul-de-sac's
 - a. **Fall Fertilizer** – A premium granular slow release fertilizer application of 1.5 lbs. of nitrogen per 1000 square feet with a 3-0-1 ratio producing a 12-16 week release time is to be applied in the fall.
 - b. **Broadleaf Weed Control** – As needed throughout the growing season to achieve 80 percent weed free turf using pre-emergent and post-emergent weed control.
 - c. **Crabgrass Pre-Emergent**— One application in spring when soil temperatures dictate and before crabgrass germination.

D. Sidewalk/Hard Surface, Tree Rings, Shrub & Perennial bed Edging and Maintenance, Ball Field Clay Maintenance

1. All turf adjoining sidewalk edges and **concrete swales in detention/retention areas shall be edged seven (7) times during the growing season.** The first edging will be with a blade edger and the remaining edgings will be with a string trimmer. Edging operations shall begin in April and continue monthly through November.
2. All brick pavers, sidewalks, curbing, parking lots, sport court surfaces, tree grates and wells, gravel areas, walking/bike paths, ball field clay areas, including sidewalks, curbing and alleys up to building walls in the CBD – see maps, are to be maintained **weed, grass and moss free.** Manual labor, mechanical means and herbicides must be used to accomplish this. **100% weed control is expected at all times.**
3. Limestone screening and mulch paths may need leveling at times to fill holes, ruts and wash outs.

E. Fall Clean Up

1. This is generally between November 15th and December 25th and will extend past this date, weather dependent. This will occur multiple times to keep sites clean of debris into the spring season.
 - a. Rake and collect all leaves and miscellaneous debris around site.

- b. Clean all walks, parking areas, playgrounds, sports courts, and pavilions of landscape debris.
- c. Leaf mulching in turf grass areas will be allowed but excessive leaf debris covering turf must be removed off site and disposed of properly.
- d. All debris to be removed off site and disposed of properly. Surrounding natural and wild areas will not be used for disposal.
- e. Applicable perennials will be cut and removed at the plant crown with the exception of decorative grasses. These will remain for winter effect and removed the following spring.

IV. Specific Services – Shrub Material, Landscaped Beds, *Playground Mulch, Trees and Ornamentals

A. Weed Control

- 1. Pre-emergent and post-emergent weed control in combination with manual removal will be used to obtain 100% complete weed control in all shrub & plant beds, tree rings and tree grates. Herbicides will be applied at manufacturers recommended rates. ***NO HERBICIDES ARE TO BE APPLIED WITHIN THE PLAYGROUND EQUIPMENT MULCH/POUR-N-PLAY CONTAINERS – ONLY HAND/MECHANICAL WEED REMOVAL IS ALLOWED.**
- 2. **Beds and tree rings will be inspected weekly for weeds with weed removal occurring each week.** Spot weeding will be accomplished through cultivation or chemical controls. 100% weed control is expected at all times.

B. Pruning - Multiple times a year depending on growth.

- 1. All deciduous trees and ornamental trees shall be pruned up a minimum 6-8 feet to accommodate all mowing equipment and pedestrians, to eliminate dead, diseased, damaged wood and sucker material. This process will be on going throughout the year as needed.
- 2. Shrub and hedge row pruning will be directed toward control of terminal growth, removal of crossover branching, and overall control of height and width.
- 3. Applicable groundcover will be trimmed as required to keep a presentable appearance and off walkways.
- 4. All deciduous and evergreen plants shall be properly pruned multiple times each growing season. This will be dependent upon the plant species and growing characteristics. Pruning will achieve:
 - a. Removal of broken or otherwise injured wood.

- b. Prune to keep plants in check and to eliminate branches that touch structures, fencing, obstruct walkways and signs, keeping in mind the plants natural form and symmetry.

V. Specific Services – Trees, Shrubs & Ornamentals in Natural areas, Wood lines and Fences

1. Pruning efforts will be directed toward control of terminal growth, removal of crossover branching, falling branching and buckthorn control, and overall control of height and width. This is also known as corrective pruning.
2. All natural areas, wood lines, fences and borders shall be raised up to 10-12 feet and pushed back to keep these areas in check and to accommodate vehicular traffic, shoulder maintenance, mowing equipment, sight lines, signage, fencing and pedestrians. This process will continue throughout the year as needed.

VI. General Services

1. See Site location descriptions for specific instructions pertaining to that site listed at the end of this document.
2. All services to be performed by trained, properly supervised personnel in accordance with accepted horticultural practices.
3. Sufficient personnel and equipment shall be provided to complete all operations Monday – Friday between 7:00am and 4:00pm
4. **Clean up (policing) of sites to remove cigarette butts, debris, trash, branches, leaves, etc. will be completed with every visit. Contractor is responsible for all storm tree damage under 1.5” diameter. Please notify the Village for removal of storm tree damage larger than 1.5” in diameter.**
5. Any service proposed beyond the above specified must be submitted in a separate proposal.
6. **MANDATORY - All chemical and fertilizer applications will be made by properly licensed personnel as required by the Illinois Department of Agriculture. Follow manufactures recommended rates and directions. Application information including material type, rate applied, location and total material used will be provided to the Superintendent of Public Works or his designee within 3 weekdays after application. Material Safety Data Sheets will also be submitted at the beginning of the season for every planned chemical used or at the beginning of use for that chemical. This includes all fertilizers.**
7. **MANDATORY - BATTERY POWERED BLOWERS, ELECTRIC BLOWERS, MANUAL LEAF RAKES AND PUSH BROOMS ARE THE ALLOWABLE EQUIPMENT USED FOR DEBRIS AND LEAF CLEANUP DURING THE ENTIRE CONTRACTUAL PERIOD. Gas-powered blowers will not be allowed to be used at any of the contracted sites at any point in time.**

VII. Terms of Payment

Submit Invoices Monthly at the beginning of each Month starting May 1 at 1/12th of the total contract price. Services will be expected during the winter months – weather dependent.

*Site 9: Special considerations: Blueberry Park and both Cul-de-sacs will receive an all-organic program for turf weed control and fertilizer. This includes mechanical weed removal from all mulch beds, organic weed control and mechanical weed removal in all turf areas, sidewalks, curbing, bike paths, sport courts, etc. A premium granular all organic fertilizer application of 1.5 lbs. of nitrogen per 1000 square feet with a 3-0-1 ratio is to be applied in the fall. A double pass aeration of all turf will occur in the fall before September 30. 100% weed control is expected at all times in all mulched areas with 80% weed control expected in turf areas.



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: January 27, 2026

Agenda Item: Consideration of a Confirming Resolution to Approve Change Order No. 1 with Independent Mechanical Industries, Inc. for Replacement Valve Installations at the Wastewater Treatment Plant

Staff Recommendation: Approve Confirming Resolution

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

Background: The Village Board of Trustees approved various replacement valve installations at the wastewater treatment plant with the passage of Resolution No. 25-R-136 on August 12, 2025. The contractor was Independent Mechanical Industries, Inc. (“*Independent*”) and the total amount of the proposal is \$55,700.

As part of the overall work Independent was to replace two Village supplied plug valves for Plant A. During the removal process it was discovered that the valves needed were actually 12-inches instead of the provided 14-inches. This resulted in Independent losing a day of work and having to purchase the correct valves from another supplier (Core & Main). This amounted to an additional cost of \$6,879 and will result in a change order. The work needed to be completed without formal Board approval in order to keep the treatment plant operational. This will require a confirming Resolution. The Village was able to return the incorrect 14-inch valves and will receive a future credit from LAI. Sufficient funds are available in the FY 2025/26 Annual Budget (Act.# 20-2024-6-750) for the change order from the deferral of the Phosphorus Reduction Feasibility Study.

Staff recommends adoption of the attached confirming resolution to approve change order no. 1 with Independent Mechanical Industries, Inc. for the additional costs incurred for the replacement valve installations in the not to exceed amount of \$6,879 and authorize execution by the Village Administrator.

Attachments:

1. Resolution
2. Change Order Pricing

RESOLUTION NO. 26-R-

A CONFIRMING RESOLUTION APPROVING CHANGE ORDER NO. 1 TO THE AGREEMENT WITH INDEPENDENT MECHANICAL INDUSTRIES, INC. FOR REPLACEMENT VALVE INSTALLATIONS AT THE WASTEWATER TREATMENT PLANT

WHEREAS, on August 12, 2025, the Village entered into an agreement with Independent Mechanical Industries, Inc. ("*Independent*") for the replacement of various valves at the wastewater treatment plant in the amount of \$55,700 ("*Agreement*"); and

WHEREAS, the Village and Independent desire to execute a change order to the Agreement in the amount of \$6,879 for the cost of additional services resulting in the incorrect size of the Village supplied valves pursuant to the Agreement ("*Change Order*"); and

WHEREAS, the Village President and Board of Trustees have determined that (i) the circumstances said to necessitate the Change Order were not reasonably foreseeable at the time the Agreement was signed and are necessary to complete the work, (ii) the Change Order is germane to the original Agreement, and (iii) the Change Order is in the best interest of the Village and authorized by law; and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interests of the Village to enter into the Change Order with Independent.

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 Change Order. The Change Order by and between the Village

and Independent is hereby approved in substantially the form attached to this Resolution as **Exhibit A.**

SECTION 3: Execution of Change Order. The Village Administrator is hereby authorized and directed to execute and attest, on behalf of the Village, the Change Order upon receipt by the Village Clerk of at least one original copy of the Change Order executed by Independent Mechanical; provided, however, that if the executed copy of the Change Order is not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the Board of Trustees, be null and void.

SECTION 4: Criminal Code Compliance. This Resolution constitutes the written determination required by Section 33E-9 of Article 33E of the Criminal Code of 2012, 720 ILCS 5/33E-9.

SECTION 5: Effective Date. This Resolution will take effect immediately upon its passage and approval as provided by law.

PASSED this ____ day of _____, 2026.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2026.

Donna Johnson, Village President

ATTEST:

Margaret Clark, Village Clerk



2671 UNITED LANE
ELK GROVE VILLAGE, IL 60007

PH: (773) 282-4500
FX: (773) 282-2046
WEB: WWW.INDEPENDENTMECH.COM
EMAIL: INFO@INDEPENDENTMECH.COM

December 4, 2025

Subject: Village of Libertyville
Valve Replacement, Plant A
COR 25124-1
IMI Project No. 25124

Mr. Ryan Wierema,

Please see the attached price breakdown and back up for the following Change Order Request.

Change Order Scope:

- Loss of one (1) day of labor for two pipefitters because the supplied valves were 14" and not the required 12".
- Cost of the new, nonreturnable, 14" flange spacers and hardware.

The total add of IMI COR 25124-1 is \$6,879.00 (SIX THOUSAND EIGHT HUNFRED SEVENTY-NINE DOLLARS AND ZERO CENTS).

Please feel free to contact me should you have any questions regarding this Change Order Request.

Sincerely,

Zac Gustafson
Project Manager

Village of Libertyville

Valve Replacement, Plant A

INDEPENDENT MECHANICAL INDUSTRIES, INC.

ITEM #	QTY	SIZE	DESCRIPTION	LABOR	MATERIAL	SUBS	EQUIP	OTHER	TOTAL	LABOR				MATERIAL			
										QTY	UNIT	HRS	RATE	QTY	UNIT	MAT \$	
1	1		Pipefitter GF	\$947	\$0				\$947	1	8.00	8	\$118.41	0	\$0.00	\$0.00	
2	1		Pipefitter	\$904	\$0				\$904	1	8.00	8	\$113.03	0	\$0.00	\$0.00	
3	1		14" Flange Spacers	\$0	\$4,318				\$4,318	0	0.00	0	\$0.00	1	\$4,318.00	\$4,318.00	
4				\$0	\$0				\$0	0	0.00	0	\$0.00	0	\$0.00	\$0.00	
5				\$0	\$0				\$0	0	0.00	0	\$0.00	0	\$0.00	\$0.00	
6				\$0	\$0				\$0	0	0.00	0	\$0.00	0	\$0.00	\$0.00	
7				\$0	\$0				\$0	0	0.00	0	\$0.00	0	\$0.00	\$0.00	
SUB TOTAL - (\$)				\$1,851	\$4,318	\$0	\$0	\$0	\$6,169			16	TOTAL HOURS				
MARKUP - (%)				15.00%	10.00%	10.00%	10.00%	0.00%									
MARKUP - (\$)				\$278	\$432	\$0	\$0	\$0	\$710								
GRAND TOTAL - (\$)				\$2,129	\$4,750	\$0	\$0	\$0	\$6,879								



INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # X976533
Invoice Date 11/13/25
Account # 199195
Sales Rep NICHOLAS PETROU
Phone # 847-473-1900
Branch #482 Lake Bluff, IL
Total Amount Due \$5,054.00

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

INDEPENDENT MECH IND INC 000/0000
2671 UNITED LN 00000
ELK GROVE VILLAGE IL 60007 6822

Shipped To:
VILLAGE OF LIBERTYVILLE WWTP
1532 ARTAIUS PARKWAY
LIBERTYVILLE, IL

CUSTOMER JOB- 25124 25124

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
10/21/25	11/12/25	45317	25124	25124		CORE & MAIN LP	X976533

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
24AFGFT14	14 FLG FF TORUSEAL GASKET	6	6		56.00000	EA	336.00
24AFGF14NA	14X1/16 FLG FF NON-ASB GSKT	6	6		20.00000	EA	120.00
/21018437606	7/8X2-1/2 CAP SCREWS - A307B	8	8		2.50000	EA	20.00
/21018437607	7/8X8-1/2 STUDS - A307B ZINC	12	12		7.00000	EA	84.00
/21018437608	7/8X7-1/2 STUDS - A307B ZINC	12	12		6.00000	EA	72.00
/21018437609	7/8X4 HEX BOLT - A307B ZINC	16	16		2.75000	EA	44.00
/21018437610	7/8 HEX NUT - ZINC	60	60		1.00000	EA	60.00
/19218437611	14X2-1/2 FILLER FLG TN140-1211 / CEMENET-LINED	1	1		1859.00000	EA	1,859.00
/19218437612	14X3-1/2 FILLER FLG TN140-1211 / CEMENET-LINED	1	1		2459.00000	EA	2,459.00

200649
25124 / 800000
Village of Libertyville
11-20-25

Freight Delivery Handling Restock Misc

Terms: NET 30
Ordered By: ZAC GUSTAFON

Subtotal: 5,054.00
Other: .00
Tax: .00
Invoice Total: \$5,054.00

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <https://coreandmain.com/terms-of-sale/>



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: January 27, 2026

Agenda Item: Consideration of an Ordinance Granting a Variation from Section 26-4-7.5 of the Libertyville Zoning Code for Lot Coverage - 122 Johnson Avenue

Staff Recommendation: Approve Ordinance

Staff Contact: Heather J. Rowe, Director of Community Development

Background: The attached ordinance would approve a variation to expand the existing deck to the east and west for a total additional area of approximately 46 sq ft (with 24 sq ft of the deck expansion extending onto existing green space) at 122 Johnson Avenue. The Village Board approved this request at their January 13, 2026, meeting with the understanding that an ordinance would be drafted for the Village Board to approve at their January 27, 2026, meeting.

Staff recommends the Village Board approve the attached ordinance.

Attachments:

1. Ordinance

THIS SPACE FOR RECORDERS USE ONLY

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 26-O-_____

AN ORDINANCE GRANTING A VARIATION
FROM SECTION 26-4-7.5 OF THE LIBERTYVILLE ZONING CODE
FOR LOT COVERAGE
(122 Johnson Avenue)

Adopted by the
President and Board of Trustees
of
the Village of Libertyville
Lake County, Illinois
this _____ day of _____, 2026.

Published in pamphlet form by direction
and authority of the Village of Libertyville
Lake County, Illinois
this _____ day of _____, 2026.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 26-O-_____

AN ORDINANCE GRANTING A VARIATION
FROM SECTION 26-4-7.5 OF THE LIBERTYVILLE ZONING CODE
FOR LOT COVERAGE
(122 Johnson Avenue)

WHEREAS, Donna Carmichael and Maureen Carmichael (collectively, the “**Owner**”) is the owner of that certain parcel of real property commonly known as 122 Johnson Avenue, Libertyville, Illinois, located in the R-6 Single-Family Attached Residential District (“**R-6 District**”), and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (“**Property**”); and

WHEREAS, the Property is currently improved with a legally non-conforming single-family detached residential structure (“**Residence**”) with an existing lot coverage of approximately 52.4 percent; and

WHEREAS, pursuant to Section 26-4-7.5 of the “Libertyville Zoning Code,” as amended (“**Zoning Code**”), the maximum lot coverage for a single-family detached dwelling on an interior lot in the R-6 District is 45 percent; and

WHEREAS, the Owner desires to expand an existing deck attached to the Residence (“**Proposed Improvement**”), which will result in the Property having a lot coverage of 51.7 percent, in violation of Section 26-4-7.5 of the Zoning Code; and

WHEREAS, the Owner has filed an application with the Village for a variation from Section 26-4-7.5 of the Zoning Code to increase the maximum lot coverage for the Property from 45 percent to 51.7 percent, to allow the Proposed Improvement on the Property (“**Requested Variation**”); and

WHEREAS, a public hearing of the Zoning Board of Appeals of the Village to consider

approval of the Requested Variation was duly advertised in the *Daily Herald* on November 21, 2025, and held on December 8, 2025; and

WHEREAS, on December 8, 2025, the Zoning Board of Appeals made findings and recommendations in support of the Requested Variation, subject to specified conditions; and

WHEREAS, the Village President and Board of Trustees have determined that the Requested Variation meets the required standards for variations set forth in Article 16 of the Zoning Code; and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interest of the Village to grant the Requested Variation, subject to the conditions, restrictions, and provisions of this Ordinance;

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

SECTION 1: Recitals. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2: Approval of Requested Variation. In accordance with, and pursuant to, Article 16 of the Zoning Code, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the President and Board of Trustees of the Village of Libertyville hereby grant the Requested Variation to allow the Proposed Improvement on the Property.

SECTION 3: Conditions. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Code, the approval granted pursuant to Section 2 of this Ordinance is hereby expressly subject to, and contingent upon, the development, use, and maintenance of the Property in compliance with each and all of the

following conditions:

A. Compliance with Regulations. Except to the extent specifically provided otherwise in this Ordinance, the development, use, operation, and maintenance of the Proposed Improvement and the Property must comply at all times with all applicable Village codes and ordinances, as the same have been or may be amended from time to time.

B. Compliance with Plans. Except for minor changes and site work approved by the Village Director of Community Development or the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village standards, the development, use, operation, and maintenance of the Proposed Improvement and the Property must comply with the Addition Plans, submitted by the Owner and undated, a copy of which is attached to, and by this reference, incorporated into this Ordinance, as **Exhibit B**.

C. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Owner must pay to the Village, promptly upon presentation of a written demand or demands therefor, all legal fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made must be made by a certified or cashier's check. Further, the Owner will be liable for, and must pay upon demand, all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

SECTION 4: Recordation; Binding Effect. A copy of this Ordinance will be recorded with the Lake County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein will inure solely to the benefit of, and be binding upon, the Owner and its respective heirs, representatives, successors, and assigns.

SECTION 5: Failure to Comply with Conditions. Upon the failure or refusal of the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, as applicable, the approval granted in Section 2 of this Ordinance will, at the sole discretion of the Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village President and Board of Trustees may not so revoke the approval granted in Section 2 of this Ordinance unless they first provide the Owner with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the R-6 District, and the applicable provisions of the Zoning Code, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Administrator and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 6: Amendments. Any amendments to the approval granted in Section 2 of this Ordinance that may be requested by the Owner after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Code.

SECTION 7: Severability. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance will remain in full force and effect, and will be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 8: Effective Date.

- A. This Ordinance will be effective only upon the occurrence of the following events:
 - 1. Passage by the Village President and Board of Trustees in the manner

required by law;

2. Publication in pamphlet form in the manner required by law; and

3. The filing by the Owner with the Village Clerk of an Unconditional Agreement and Consent, in the form of **Exhibit C** attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.

B. In the event Owner does not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 8.A.3 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the Village President and Board of Trustees will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

PASSED this _____ day of _____, 2026.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2026.

Donna Johnson, Village President

ATTEST:

Margaret Clark, Village Clerk

EXHIBIT A

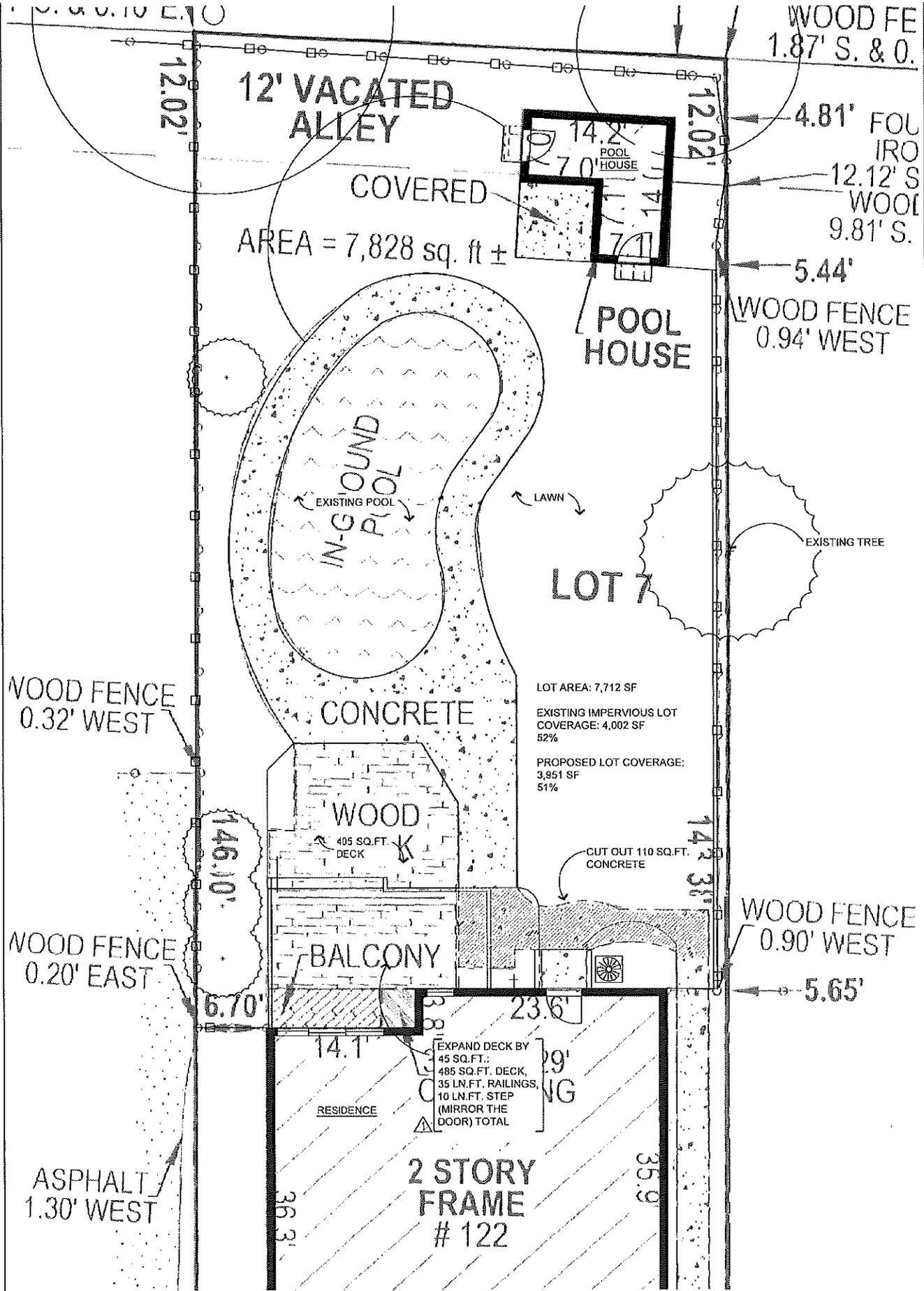
LEGAL DESCRIPTION OF THE PROPERTY

LOT 7 AND THE VACATED ALLEY LYING NORTHERLY AND ADJOINING THE SUBJECT LAND IN JOHNSON'S SUBDIVISION, BEING A SUBDIVISION OF PART OF LOT 4 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 29, 1923, AS DOCUMENT NO. 230250, IN BOOK "M" OF PLATS, PAGE 17, IN LAKE COUNTY, ILLINOIS.

Address: 122 Johnson Avenue, Libertyville, Illinois
P.I.N.: 11-16-110-014

EXHIBIT B
ADDITION PLANS

B-1



Deeproot Gardens LLC.
 2248 Heathercliff Drive
 Libertyville, IL. 60048

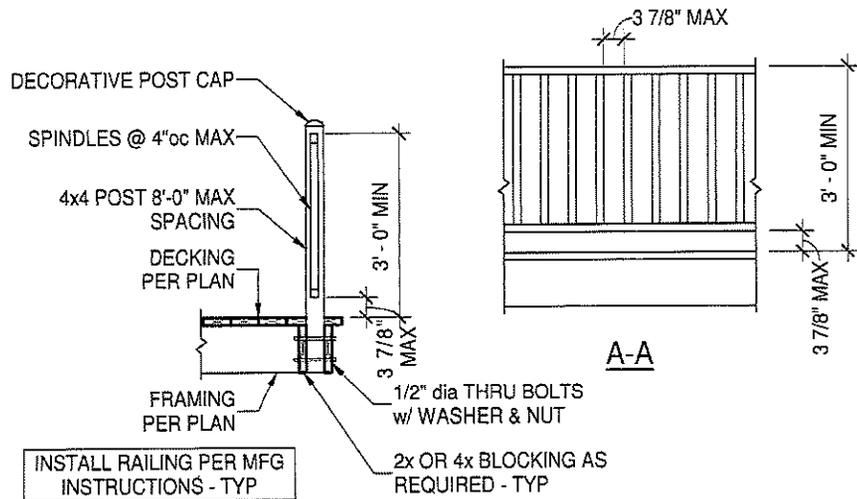
scale: $\frac{1}{8}'' = 1'$

Carmichael Residence
 122 Johnson Ave.
 Libertyville, IL

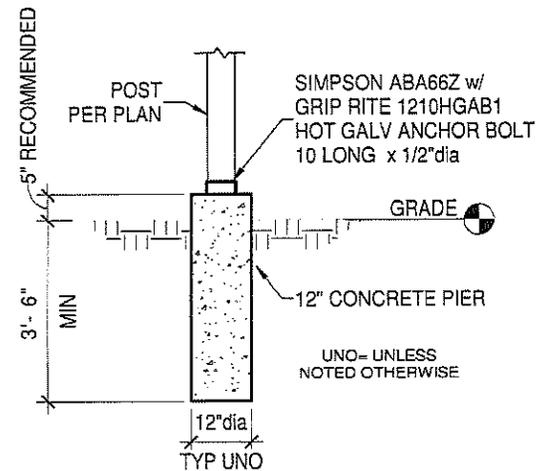
Designer: ASD
 Project #: 25-035
 Date: 5.19.25

Revisions

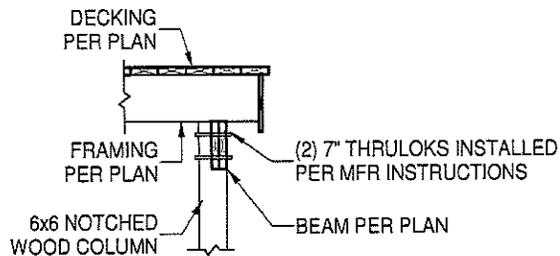
L1.0



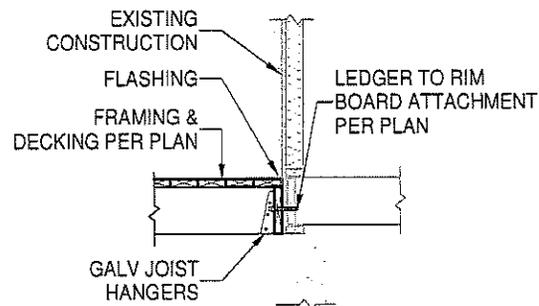
A TYPICAL POST TO DECK DETAIL
 D1 N.T.S.



B TYPICAL POST @ PIER DETAIL
 D1 N.T.S.



C TYPICAL DROP BEAM DETAIL
 D1 N.T.S.



D TYPICAL LEDGER DETAILS
 D1 N.T.S.



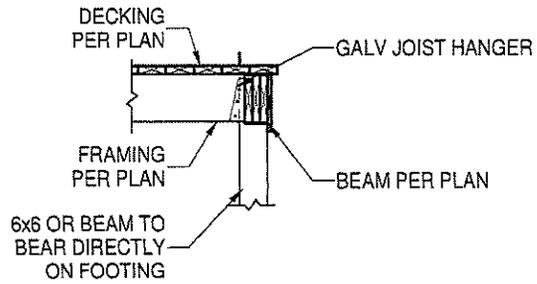
CARMICHAEL
 122 JOHNSON AVE
 LIBERTYVILLE, IL 60048

REVISIONS

No.	Description	Date

D1

TYPICAL DETAILS



A **TYPICAL FLUSH GIRDER BEAM DETAIL**
D2 N.T.S.



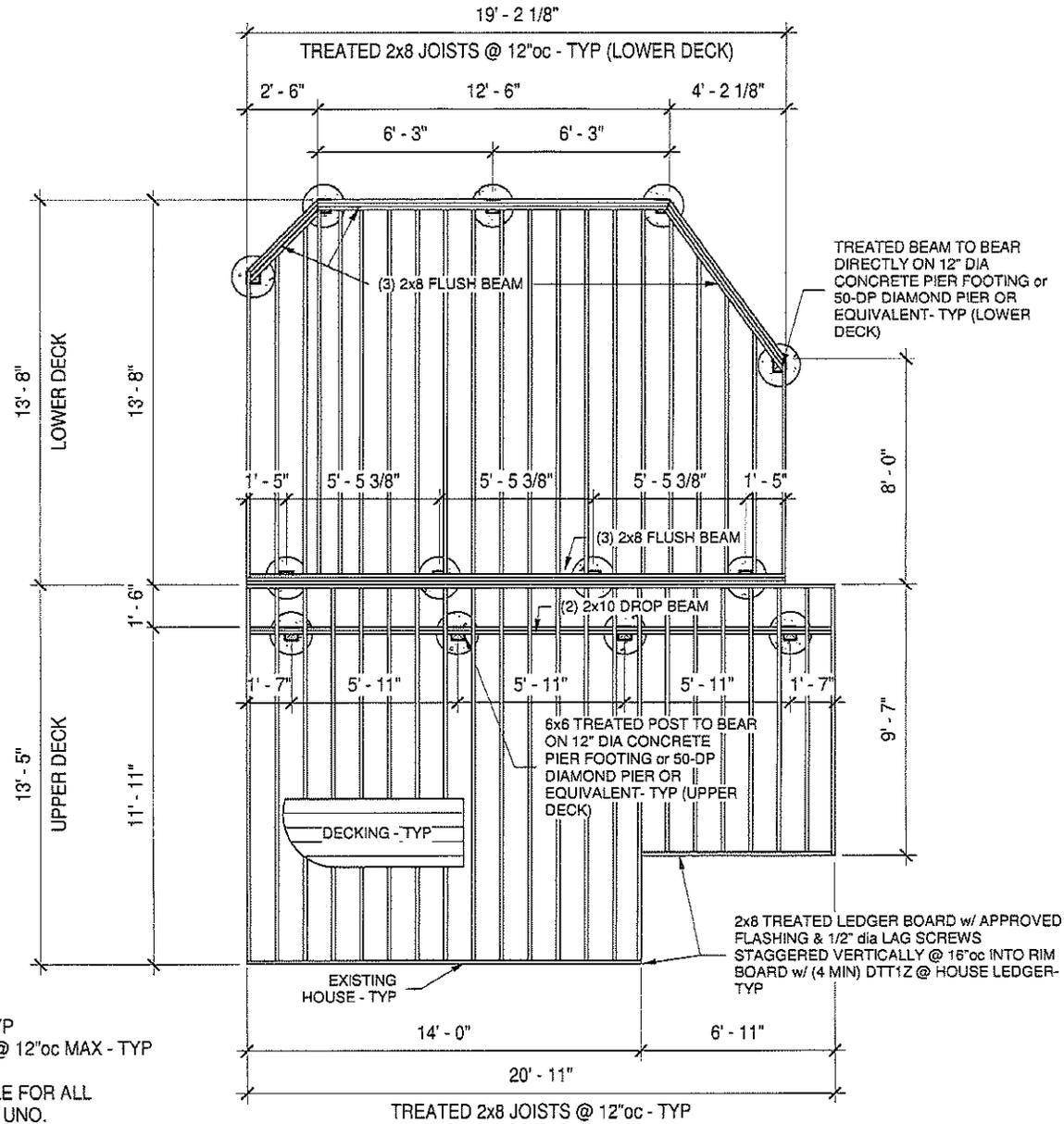
CARMICHAEL
 122 JOHNSON AVE
 LIBERTYVILLE, IL 60048

REVISIONS

No.	Description	Date

D2

TYPICAL DETAILS



- NOTES:
1. ALL JOISTS TO BE SYP #2 TREATED 2x8 @ 12"oc- TYP
 2. ALL LUMBER TO BE SYP #2 TREATED OR BETTER - TYP
 3. ALL STAIR STRINGERS TO BE SYP #1 TREATED 2x12 @ 12"oc MAX - TYP
 4. ALL HARDWARE TO BE GALVANIZED.
 5. REFER TO IRC TABLE R602.3(1) FASTENING SCHEDULE FOR ALL REQUIRED NAILING AND FASTENING SPECIFICATIONS - UNO.
 6. LOWER DECK HEIGHT ABOVE GRADE = 0'-8" +/-

SCALE: 1/4" = 1'-0"



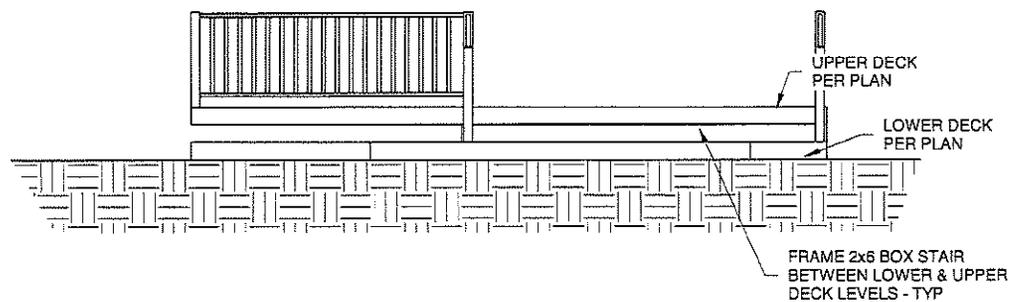
CARMICHAEL
 122 JOHNSON AVE
 LIBERTYVILLE, IL 60048

REVISIONS

No.	Description	Date

D3

DECK FRAMING PLAN



A FRONT ELEVATION
D4 N.T.S.

CARMICHAEL
 122 JOHNSON AVE
 LIBERTYVILLE, IL 60048

REVISIONS

No.	Description	Date

D4

ELEVATIONS

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The Village of Libertyville, Illinois (“*Village*”):

WHEREAS, Donald Carmichael and Maureen Carmichael (collectively, the “*Owner*”) are the owners of that certain parcel of real property commonly known as 122 Johnson Avenue, Libertyville, Illinois (“*Property*”); and

WHEREAS, Ordinance No. 26-O-_____, adopted by the Village President and Board of Trustees on _____, 2026 (“*Ordinance*”), grants a variation to the Owner to allow the expansion of an existing deck on the Property; and

WHEREAS, Section 8 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owner has filed, within 30 days following the passage of the Ordinance, their unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

NOW, THEREFORE, the Owner hereby agrees and covenants as follows:

1. The Owner hereby unconditionally agrees to, accepts, consents to, and will abide by, each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.

2. The Owner acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

3. The Owner acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village’s granting of the variation for the Property or its adoption of the Ordinance, and that the Village’s approvals do not, and will not, in any way, be deemed to insure the Owner against damage or injury of any kind and at any time.

4. The Owner hereby agrees to hold harmless and indemnify the Village, the Village’s corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village’s adoption of the Ordinance granting the variation for the Property.

[SIGNATURE PAGE FOLLOWS]

Dated: _____, 2026.

DONALD CARMICHAEL

By: _____

MAUREEN CARMICHAEL

By: _____



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: January 27, 2026

Agenda Item: Consideration of an Ordinance Granting a Variation from Section 26-13-9.2 of the Libertyville Zoning Code Regarding the Height of a Fence – 322 S. Stewart Avenue

Staff Recommendation: Approve Ordinance

Staff Contact: Heather J. Rowe, Director of Community Development

Background: The attached ordinance would approve a variation to increase the maximum permitted length of the fence line located in the front yard to install a four (4) foot tall picket fence at a length of approximately 138 feet in the front yard and a portion of the south side yard property line at 322 Stewart Avenue. The Village Board approved this request at their January 13, 2026, meeting with the understanding that an ordinance would be drafted for the Village Board to approve at their January 27, 2026, meeting.

Staff recommends the Village Board approve the attached ordinance.

Attachments:

1. Ordinance

THIS SPACE FOR RECORDERS USE ONLY

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 26-O-_____

AN ORDINANCE GRANTING A VARIATION
FROM SECTION 26-13-9.2 OF THE LIBERTYVILLE ZONING CODE
REGARDING THE HEIGHT OF A FENCE
(322 S. Stewart Avenue)

Adopted by the
President and Board of Trustees
of
the Village of Libertyville
Lake County, Illinois
this _____ day of _____, 2026.

Published in pamphlet form by direction
and authority of the Village of Libertyville
Lake County, Illinois
this _____ day of _____, 2026.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 26-O-_____

AN ORDINANCE GRANTING A VARIATION
FROM SECTION 26-13-9.2 OF THE LIBERTYVILLE ZONING CODE
REGARDING THE HEIGHT OF A FENCE
(322 S. Stewart Avenue)

WHEREAS, Robert Thillens and Mary Thillens (collectively, the “**Owner**”) are the owners of that certain parcel of real property commonly known as 322 S. Stewart Avenue, Libertyville, Illinois, located in the R-7 Single-Family Attached Residential District of the Village (“**R-7 District**”), and legally described in **Exhibit A** attached to and made a part of this Ordinance (“**Property**”); and

WHEREAS, the Property fronts along the South Stewart Avenue right-of-way, and is currently improved with a single-family residential structure (“**Residence**”); and

WHEREAS, pursuant to Section 26-13-9.2(b)(1) of the “Libertyville Zoning Code,” as amended (“**Zoning Code**”), fences may be installed in the front yard of lots located in residential districts provided that the length of the fence in the front yard does not exceed one-third the length of the front yard frontage; and

WHEREAS, the Owner desires to install a four-foot-tall white picket fence along the front property line that will span the entire length of the front property line abutting South Stewart Avenue, with an approximate length of 138 feet (“**Proposed Fence**”), in violation of Section 26-13-9.2(b)(1) of the Zoning Code; and

WHEREAS, in order to construct the Proposed Fence on the Property, the Owner has filed an application with the Village for a variation from Section 26-13-9.2(b)(1) of the Zoning Code to permit installation of the Proposed Fence along the entire 138-foot length of the frontage of the Property along South Stewart Avenue (“**Requested Variation**”); and

WHEREAS, a public hearing of the Zoning Board of Appeals of the Village to consider approval of the Requested Variation was duly advertised in the *Daily Herald* on November 21, 2025, and held on December 8, 2025; and

WHEREAS, on December 8, 2025, the Zoning Board of Appeals made findings and recommendations in support of the Requested Variation, subject to specified conditions; and

WHEREAS, the Village President and Board of Trustees have determined that the Requested Variation meets the required standards for variations set forth in Article 16 of the Zoning Code; and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interest of the Village to grant the Requested Variation, subject to the conditions, restrictions, and provisions of this Ordinance;

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

SECTION 1: Recitals. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2: Approval of Requested Variation. In accordance with, and pursuant to, Article 16 of the Zoning Code, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the President and Board of Trustees of the Village of Libertyville hereby grant the Requested Variation to allow the installation of the Proposed Fence across the entire frontage of the Property along South Stewart Avenue, for a length of 138 feet.

SECTION 3: Conditions. Notwithstanding any use or development right that may be

applicable or available pursuant to the provisions of the Zoning Code, the approvals granted pursuant to Section 2 of this Ordinance is hereby expressly subject to, and contingent upon, the development, use, and maintenance of the Property in compliance with each and all of the following conditions:

A. Compliance with Regulations. Except to the extent specifically provided otherwise in this Ordinance, the development, use, operation, and maintenance of the Proposed Fence and the Property must comply at all times with all applicable Village codes and ordinances, as the same have been or may be amended from time to time.

B. Compliance with Plans. Except for minor changes and site work required in order to comply with the conditions set forth in this Section 3, and except for the revision required pursuant to Section 3.C of this Ordinance, and as otherwise approved by the Village Director of Community Development or the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village standards, the development, use, operation, and maintenance of the Proposed Fence and the Property must comply with the following plans and documents:

1. The Site Plan, prepared by the Owner using a survey provided by James G. Chamberlin, consisting of two sheets, and dated October 31, 2025, a copy of which is attached to and made a part of this Ordinance, as **Exhibit B (“Site Plan”)**; and

2. The Fence Materials and Renderings, submitted by the Owner, consisting of 3 sheets and undated, a copy of which are attached to this and made a part of this Ordinance, as **Exhibit C.**

C. Horizontal Clearance. Prior to issuance by the Village of a permit for installation of the Proposed Fence, the Site Plan must be revised to accommodate at least two feet of horizontal

clearance between the edge of the public sidewalk and the Proposed Fence.

D. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Owner must pay to the Village, promptly upon presentation of a written demand or demands therefor, all legal fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made must be made by a certified or cashier's check. Further, the Owner will be liable for, and must pay upon demand, all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

SECTION 4: Recordation; Binding Effect. A copy of this Ordinance will be recorded with the Lake County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein will inure solely to the benefit of, and be binding upon, the Owner, and their respective heirs, representatives, successors, and assigns.

SECTION 5: Failure to Comply with Conditions. Upon the failure or refusal of the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, as applicable, the approvals granted in Section 2 of this Ordinance will, at the sole discretion of the Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village President and Board of Trustees may not so revoke the approvals granted in Section 2 of this Ordinance unless they first provide the Owner with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the R-7 District,

and the applicable provisions of the Zoning Code, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Administrator and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 6: Amendments. Any amendments to the approvals granted in Section 2 of this Ordinance that may be requested by the Owner after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Code.

SECTION 7: Severability. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance will remain in full force and effect, and will be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 8: Effective Date.

- A. This Ordinance will be effective only upon the occurrence of the following events:
1. Passage by the Village President and Board of Trustees in the manner required by law;
 2. Publication in pamphlet form in the manner required by law; and
 3. The filing by the Owner with the Village Clerk of an Unconditional Agreement and Consent, in the form of **Exhibit D** attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.

B. In the event the Owner does not file fully executed copies of the Unconditional

Agreement and Consent, as required by Section 8.A.3 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the Village President and Board of Trustees will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

PASSED this _____ day of _____, 2026.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2026.

Donna Johnson, Village President

ATTEST:

Margaret Clark, Village Clerk

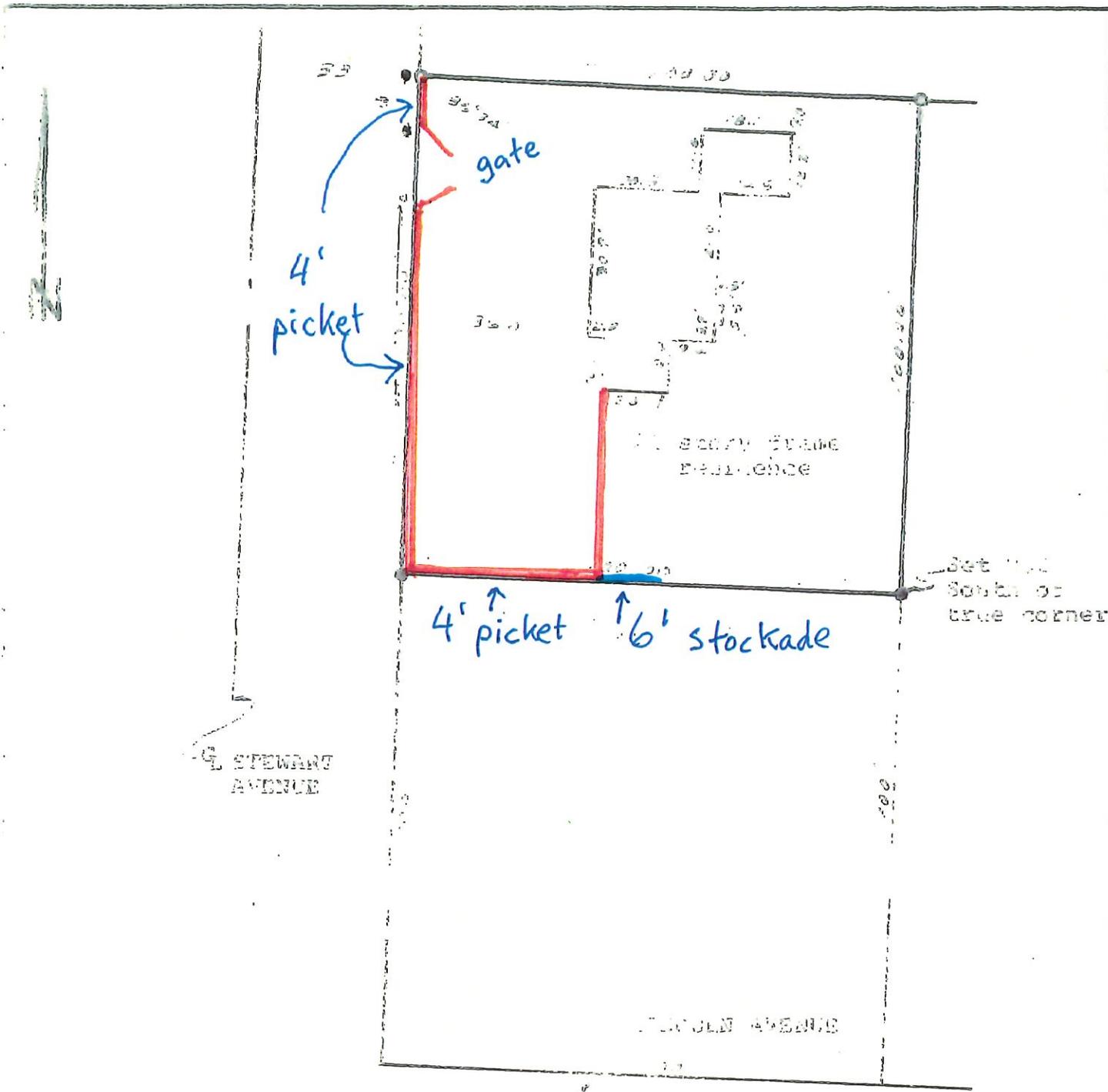
EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THE NORTH HALF OF LOT 10 IN BLOCK 1 IN F. H. KUEBKER'S SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 21, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE 3RD P. M., ACCORDING TO THE PLAT THEREOF, RECORDED JANUARY 6, 1903 AS DOCUMENT 88648, IN BOOK "F" OF PLATS, PAGE 20, IN LAKE COUNTY, ILLINOIS.

Address: 322 S. Stewart Avenue, Libertyville, Illinois
P.I.N.: 11-21-115-006

EXHIBIT B
SITE PLAN



STEWART AVENUE

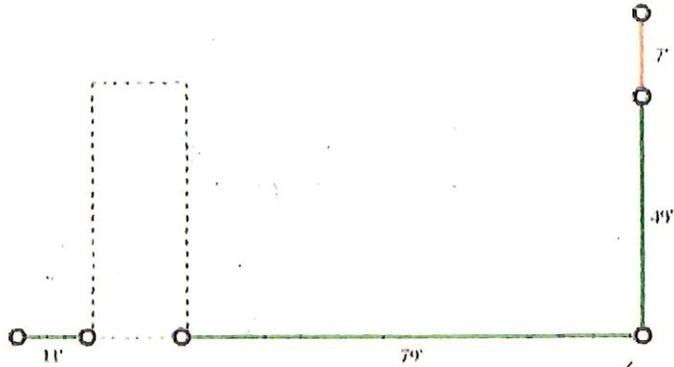
LINCOLN AVENUE

PLAN OF SITE

The N^{1/2} of Sec 18 in the 1/4 Sec 4, T28N R10E, of part of the N^{1/2} of Sec 22, T28N R10E, of the 1st P.M., according to the plat thereof, recorded in the office of the Recorder of Deeds, No. 35846 in Book "P" of Plate page 174, in Lake County, Illinois.

110 S. Stewart Avenue
 Liberty, Illinois 62253

James G. Chamberlin, an Illinois Registered Land Surveyor, hereby certify that I have surveyed the above described property and that the plat above



FENCE FOOTAGE CONTAINED IN THIS PROPOSAL IS APPROXIMATE BASED ON THE FIELD MEASUREMENTS, FINAL PRICE WILL BE ADJUSTED BASED ON ACTUAL FOOTAGE USED, AS SET FORTH IN THE TERMS AND CONDITIONS.

Included in the job

- (56 Linear Feet) Take Down 4'H ChainLink
- (56 Linear Feet) Haul Away 4'H ChainLink
- (1) Pulled Posts 4'H ChainLink

Job Notes

Customer to clear fence line. (Note: This text is partially obscured and difficult to read in the original image.)

Customer to clear fence line.

EXHIBIT C
FENCE MATERIALS AND RENDERINGS



4' Kirkwall vinyl

• 4' Kirkwall vinyl

4'H White Kirkwall

6'H Cedar Stockade

White

Features & Benefits

- SolarShield
- 43% Stronger Picket
- Fabricated In-House
- Made in America

Specifications

- Post: 5" Sq.
- Rail: 2 x 3-1/2
- Picket: 7/8" x 3"

Warranty

- Lifetime Transferable Warranty
- 3 Year Workmanship Warranty

Choose this package |



bring wood fence to front of house

bring wood fence to front of house

4'H White Kirkwall

6'H Cedar Stockade

White

Features & Benefits

- SolarShield
- 43% Stronger Picket
- Fabricated In-House
- Made in America

Specifications

- Post: 5" Sq.
- Rail: 2 x 3-1/2
- Picket: 7/8" x 3"

Warranty

- Lifetime Transferable Warranty
- 3 Year Workmanship Warranty

Choose this package |

The image shown is a representation of the style of the fence, and not meant to be a specification of the height, color, or grade.

4' Kirkwall vinyl - 146 LF

4'H White Kirkwall

6'H Cedar Stockade



Kirkwall



Stockade

EXHIBIT D

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The Village of Libertyville, Illinois (“*Village*”):

WHEREAS, Robert Thillens and Mary Thillens (collectively, the “*Owner*”) are the owners of that certain parcel of real property commonly known as 322 S. Stewart Avenue, Libertyville, Illinois (“*Property*”); and

WHEREAS, Ordinance No. 26-O-_____, adopted by the Village President and Board of Trustees on _____, 2026 (“*Ordinance*”), grants a variation to the Owner to allow installation of a four-foot-tall, white picket fence at a length of approximately 138 feet in the front yard and a portion of the south side yard property line of the Property; and

WHEREAS, Section 8 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owner has filed, within 30 days following the passage of the Ordinance, its unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

NOW, THEREFORE, the Owner hereby agrees and covenants as follows:

1. The Owner hereby unconditionally agrees to, accepts, consents to, and will abide by, each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The Owner acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The Owner acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village’s granting of the variation for the Property or its adoption of the Ordinance, and that the Village’s approvals do not, and will not, in any way, be deemed to insure the Owner against damage or injury of any kind and at any time.
4. The Owner hereby agrees to hold harmless and indemnify the Village, the Village’s corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village’s adoption of the Ordinance granting the variation for the Property.

[SIGNATURE PAGE FOLLOWS]

Dated: _____, 2026

By: _____
ROBERT THILLENS

By: _____
MARY THILLENS



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: January 27, 2026

Agenda Item: Consideration of an Ordinance Granting a Variation from Section 26-4-8.5 of the Libertyville Zoning Code Regarding the Front Yard Setback - 323 North Avenue

Staff Recommendation: Approve Ordinance

Staff Contact: Heather J. Rowe, Director of Community Development

Background: The attached ordinance would approve a variation to reduce the minimum 30' required front yard setback in order to construct a front porch with steps for the property located at 323 North Avenue. The Village Board approved this request at their January 13, 2026, meeting with the understanding that an ordinance would be drafted for the Village Board to approve at their January 27, 2026, meeting.

Staff recommends the Village Board approve the attached ordinance.

Attachments:

1. Ordinance

THIS SPACE FOR RECORDERS USE ONLY

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 26-O-_____

AN ORDINANCE GRANTING A VARIATION
FROM SECTION 26-4-8.5 OF THE LIBERTYVILLE ZONING CODE
REGARDING THE FRONT YARD SETBACK
(323 North Avenue)

Adopted by the
President and Board of Trustees
of
the Village of Libertyville
Lake County, Illinois
this _____ day of _____, 2026.

Published in pamphlet form by direction
and authority of the Village of Libertyville
Lake County, Illinois
this _____ day of _____, 2026.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 26-O-_____

AN ORDINANCE GRANTING A VARIATION
FROM SECTION 26-4-8.5 OF THE LIBERTYVILLE ZONING CODE
REGARDING THE FRONT YARD SETBACK
(323 North Avenue)

WHEREAS, Jeffrey Coe and Deborah Coe (collectively, the “**Owners**”) are the owners of that certain parcel of real property commonly known as 323 North Avenue, Libertyville, Illinois, located in the R-7 Single Family Residential District of the Village (“**R-7 District**”), and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (“**Property**”); and

WHEREAS, pursuant to Section 26-4-8.5 of the “Libertyville Zoning Code,” as amended (“**Zoning Code**”), a front yard setback of no less than 30 feet is required in the R-7 District; and

WHEREAS, the Property is currently improved with a single-family residential structure (“**Residence**”); and

WHEREAS, the Owners desire to construct a new front porch attached to the front of the Residence (“**Proposed Addition**”), to be located approximately 9 feet and 1 inch from the front lot line of the Property, in violation of Section 26-4-8.5 of the Zoning Code; and

WHEREAS, the Owners have filed an application the Village for a variation from Section 26-4-8.5 of the Zoning Code to decrease the required front yard setback for the Property, from 30 feet to approximately 9 feet and 1 inch, in order to allow the construction of the Proposed Addition on the Property (“**Requested Variation**”); and

WHEREAS, a public hearing of the Zoning Board of Appeals of the Village to consider approval of the Requested Variation was duly advertised in the *Daily Herald* on November 21, 2025, and held on December 8, 2025; and

WHEREAS, on December 8, 2025, the Zoning Board of Appeals made findings and recommendations in support of the Requested Variation, subject to specified conditions; and

WHEREAS, the Village President and Board of Trustees have determined that the Requested Variation meets the required standards for variations set forth in Article 16 of the Zoning Code; and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interest of the Village to grant the Requested Variation, subject to the conditions, restrictions, and provisions of this Ordinance;

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

SECTION 1: Recitals. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2: Approval of Requested Variation. In accordance with, and pursuant to, Article 16 of the Zoning Code, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the President and Board of Trustees hereby grant the Requested Variation to allow the construction of the Proposed Addition on the Property.

SECTION 3: Conditions. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Code, the approval granted pursuant to Section 2 of this Ordinance is hereby expressly subject to, and contingent upon, the development, use, and maintenance of the Property in compliance with each and all of the following conditions:

A. Compliance with Regulations. Except to the extent specifically provided otherwise in this Ordinance, the development, use, operation, and maintenance of the Proposed Addition and

the Property must comply at all times with all applicable Village codes and ordinances, as the same have been or may be amended from time to time.

B. Compliance with Plans. Except for minor changes and site work approved by the Village Director of Community Development or the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village standards, the development, use, operation, and maintenance of the Proposed Improvement and the Property must comply with the Addition Plans, submitted by the Owners and undated, a copy of which is attached to, and by this reference, incorporated into this Ordinance, as **Exhibit B**.

C. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Owners must pay to the Village, promptly upon presentation of a written demand or demands therefor, all legal fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made must be made by a certified or cashier's check. Further, the Owners will be liable for, and must pay upon demand, all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

SECTION 4: Recordation; Binding Effect. A copy of this Ordinance will be recorded with the Lake County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein will inure solely to the benefit of, and be binding upon, the Owners and their respective heirs, representatives, successors, and assigns.

SECTION 5: Failure to Comply with Conditions. Upon the failure or refusal of the Owners to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, as applicable, the approval granted in Section 2 of this Ordinance will, at the sole discretion of the

Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village President and Board of Trustees may not so revoke the approval granted in Section 2 of this Ordinance unless they first provide the Owners with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the R-7 District, and the applicable provisions of the Zoning Code, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Administrator and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 6: Amendments. Any amendments to the approval granted in Section 2 of this Ordinance that may be requested by the Owners after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Code.

SECTION 7: Severability. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance will remain in full force and effect, and will be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 8: Effective Date.

- A. This Ordinance will be effective only upon the occurrence of the following events:
1. Passage by the Village President and Board of Trustees in the manner required by law;
 2. Publication in pamphlet form in the manner required by law; and
 3. The filing by the Owners with the Village Clerk of an Unconditional

Agreement and Consent, in the form of **Exhibit C** attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.

B. In the event the Owners do not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 8.A.3 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the Village President and Board of Trustees will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

PASSED this _____ day of _____, 2026.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2026.

Donna Johnson, Village President

ATTEST:

Margaret Clark, Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THE EAST HALF OF LOT 3 (EXCEPT THE SOUTH 61 FEET THEREOF) IN BLOCK 3 IN LIBERTYVILLE, BEING A SUBDIVISION OF PART OF LOT 14 OF THE SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED NOVEMBER 13, 1880 AS DOCUMENT 23528 IN BOOK "A" OF PLATS, PAGE 42, IN LAKE COUNTY, ILLINOIS.

Address: 323 North Avenue, Libertyville, Illinois
P.I.N.: 11-16-408-016

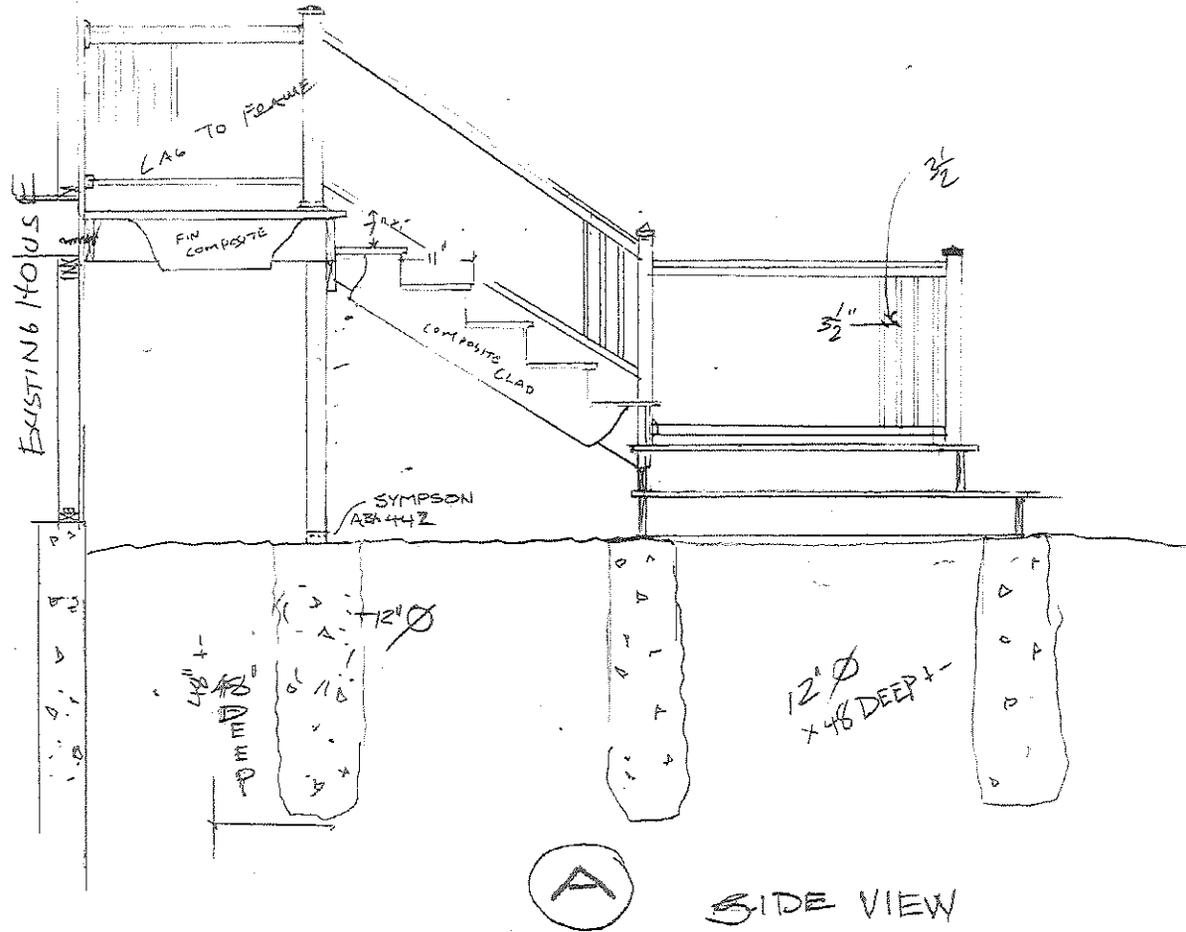
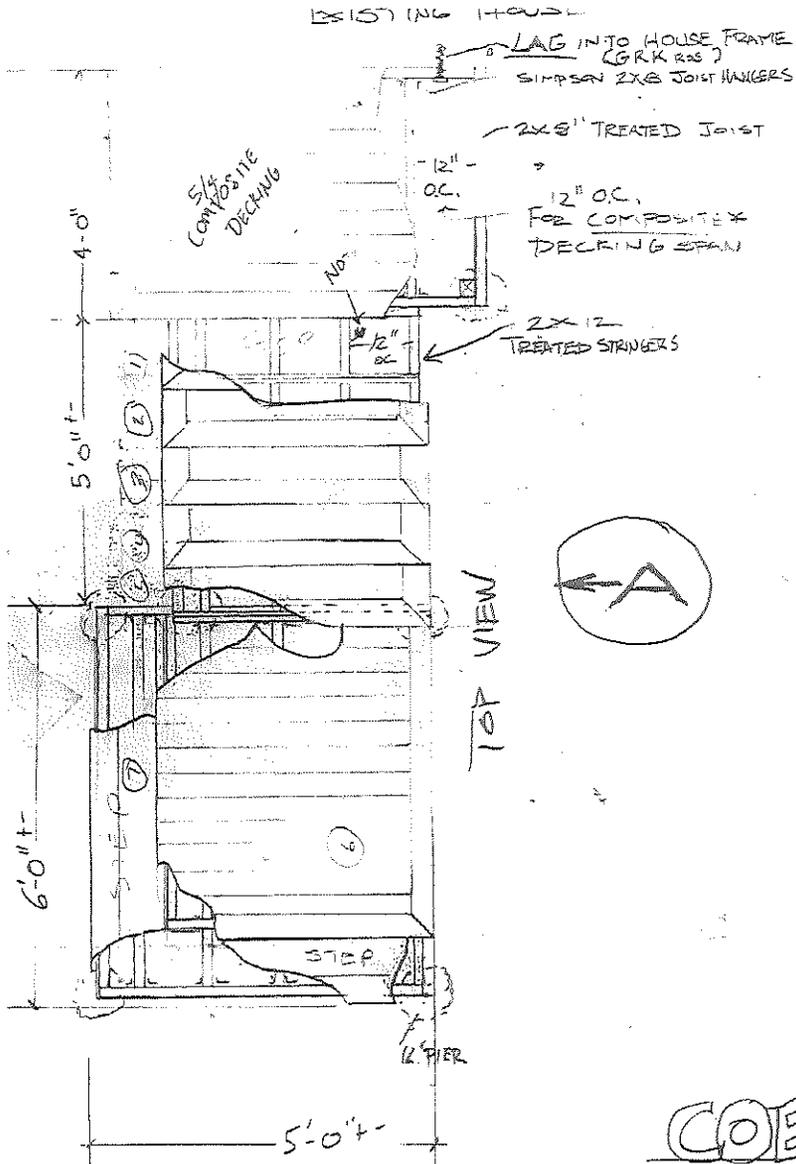
EXHIBIT B

PLANS

We started dreaming of something like that, knowing that our budget would not allow us to build it from stone as they had done. But we imagined we could take some of the elements of this landscaping design that we really liked and implement it using composite wood for stairs and two small landings.

So, this summer, we contracted with Great American Exteriors to build a new set of front entry stairs, with two landings, so that from the lower landing, you can either walk down two steps to the front public walk or down two steps to the side to the driveway. It would have attractive (and safe) railings. A rough drawing, provided by the contractor, is included below.





Jeff & Deb Coe
 323 North Ave.
 111 Madison II Condo

Drawn By: Tony SanFillippo
 Tim Williams

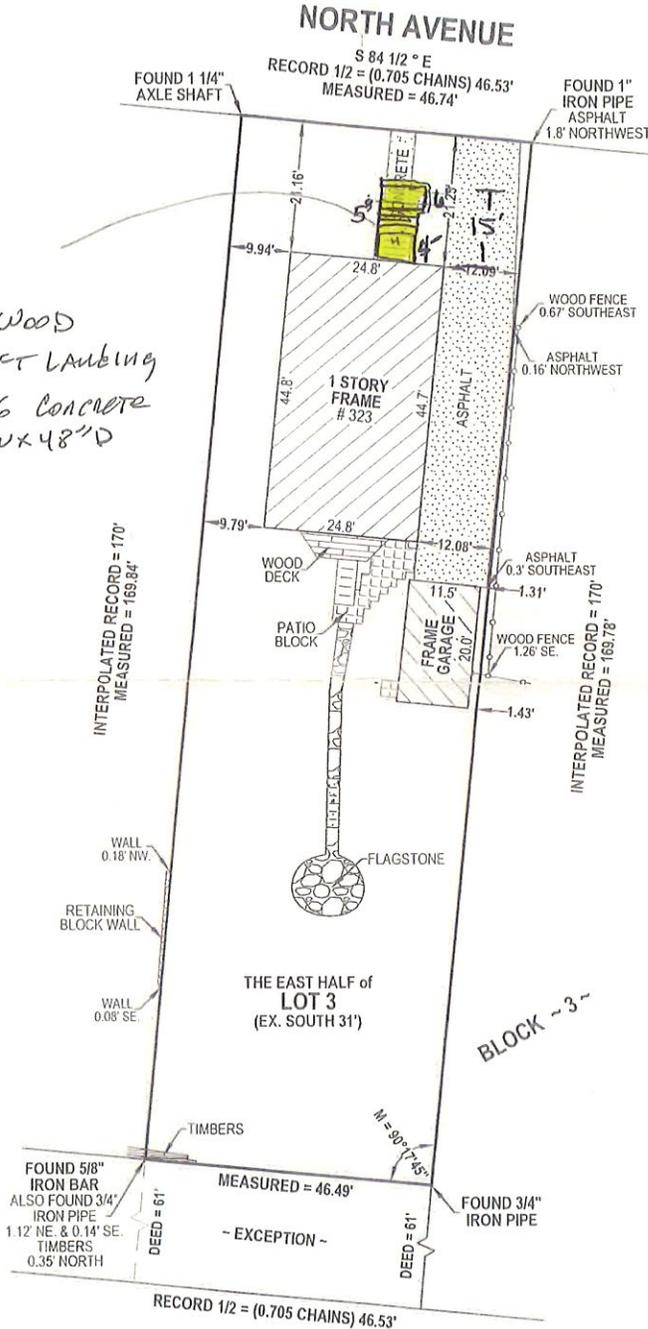
MID LAKES SURVEY COMPANY

Illinois Professional Design Firm 184.006153

PLAT OF SURVEY

THE EAST HALF OF LOT 3 (EXCEPT THE SOUTH 61 FEET THEREOF) IN BLOCK 3 IN LIBERTYVILLE, BEING A SUBDIVISION OF PART OF LOT 14 OF THE SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED NOVEMBER 13, 1880, AS DOCUMENT 23528 IN BOOK "A" OF PLATS, PAGE 42, IN LAKE COUNTY, ILLINOIS.

*Remove
Wood steps,
Build New Wood
steps w/ 4 FT Landng
to door. 6 concrete
piers. 12"wx48"D
treated*



SURVEY AREA = 7,916 Sq.Ft. ± 0.18 ACRES.

Only those Building Lines and Easements shown on the Recorded Plat of Subdivision or disclosed on a current Title Policy are shown hereon. All Distances shown in feet and decimal parts thereof. No distances are to be determined by scaling. All fences are located to centerlines, unless otherwise noted. Field work completed on 08/12/2020.

COPYRIGHT © 2020 - MID LAKES SURVEY COMPANY
Job no. 462048 P.I.N. 11-16-408-016
Address 323 NORTH AVENUE Ordered By JUDY L. DEANGELIS, ATTY.
LIBERTYVILLE, IL 60048 Scale 1" = 20'
Township LIBERTYVILLE Platted By LR Checked By NNM

STATE OF ILLINOIS)
) S.S.

COUNTY OF LAKE)
On behalf of MID LAKES SURVEY COMPANY, I hereby certify that the above described property was surveyed under my supervision and that the annexed plat is a correct representation of said survey. This professional service conforms to the current Illinois minimum standards for a boundary survey.

Dated AUGUST 13, 2020

MID LAKES SURVEY COMPANY

By Nathaniel N. Messer, P.L.S.
Illinois Professional Land Surveyor. My license expires 11/30/2020



CERTIFIED COPIES ENBOSSSED WITH RAISED SEAL

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The Village of Libertyville, Illinois (“*Village*”):

WHEREAS, Jeffrey Coe and Deborah Coe (collectively, the “*Owners*”) are the owners of that certain parcel of real property commonly known as 323 North Avenue, Libertyville, Illinois (“*Property*”); and

WHEREAS, Ordinance No. 26-O-_____, adopted by the Village President and Board of Trustees on _____, 2026 (“*Ordinance*”), grants a variation to the Owners to allow the construction of a new front porch on the Property; and

WHEREAS, Section 8 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owners have filed, within 30 days following the passage of the Ordinance, their unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

NOW, THEREFORE, the Owners hereby agree and covenant as follows:

1. The Owners hereby unconditionally agree to, accept, consent to, and will abide by, each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The Owners acknowledge that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The Owners acknowledge and agree that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village’s granting of the variation for the Property or its adoption of the Ordinance, and that the Village’s approval does not, and will not, in any way, be deemed to insure the Owners against damage or injury of any kind and at any time.
4. The Owners hereby agree to hold harmless and indemnify the Village, the Village’s corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village’s adoption of the Ordinance granting the variation for the Property.

[SIGNATURE PAGE FOLLOWS]

Dated: _____, 2026

JEFFREY COE

DEBORAH COE



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	January 27, 2026
Agenda Item:	Consideration of an Ordinance Granting a Variation From Section 26-11-9 of the Libertyville Zoning Code to Reduce the Minimum Required Setback for Signage – 375 W. Winchester Road
Staff Recommendation:	Approve Ordinance
Staff Contact:	Heather J. Rowe, Director of Community Development

Background: The attached ordinance would approve a variation to reduce the minimum required setback from the Winchester Road property line from 15 feet to approximately 7 feet in order to install a freestanding Residential Development Monument Sign for NorthEnd Apartments at 375 W. Winchester Road. The Village Board approved this request at their January 13, 2026, meeting with the understanding that an ordinance would be drafted for the Village Board to approve at their January 27, 2026, meeting.

Staff recommends the Village Board approve the attached ordinance.

Attachments:

1. Ordinance

THIS SPACE FOR RECORDERS USE ONLY

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 26-O-_____

AN ORDINANCE GRANTING A VARIATION
FROM SECTION 26-11-9 OF THE LIBERTYVILLE ZONING CODE
TO REDUCE THE MINIMUM REQUIRED SETBACK FOR SIGNAGE
(375 W. Winchester Road)

Adopted by the
President and Board of Trustees
of
the Village of Libertyville
Lake County, Illinois
this _____ day of _____, 2026.

Published in pamphlet form by direction
and authority of the Village of Libertyville
Lake County, Illinois
this _____ day of _____, 2026.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 26-O-_____

AN ORDINANCE GRANTING A VARIATION
FROM SECTION 26-11-9 OF THE LIBERTYVILLE ZONING CODE
TO REDUCE THE MINIMUM REQUIRED SETBACK FOR SIGNAGE
(375 W. Winchester Road)

WHEREAS, NorthEnd Apartments, LLC (“*Owner*”) is the owner of that certain parcel of real property commonly known as 375 W. Winchester Road, Libertyville, Illinois, located in the R-8 Multiple-Family Residential District of the Village (“*R-8 District*”), and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (“*Property*”); and

WHEREAS, pursuant to Section 26-11-9(b)(5) of the “Libertyville Zoning Code,” as amended (“*Zoning Code*”), freestanding signs in the R-8 District must be set back at least 15 feet from all lot lines and from the public right-of-way; and

WHEREAS, the Owner desires to install a freestanding residential development monument sign in the front yard of the Property (“*Proposed Sign*”), approximately seven feet from the Winchester Road right-of-way property line abutting the Property, in violation of Section 26-11-9(b)(5) of the Zoning Code; and

WHEREAS, the Owner has filed an application with the Village for a variation from Section 26-11-9(b)(5) of the Zoning Code to decrease the required setback, from 15 feet to approximately seven feet from the Winchester Road public right-of-way, in order to allow the installation of the Proposed Sign on the Property (“*Requested Variation*”); and

WHEREAS, a public hearing of the Zoning Board of Appeals of the Village to consider approval of the Requested Variation was duly advertised in the *Daily Herald* on November 21, 2025, and held on December 8, 2025; and

WHEREAS, on December 8, 2025, the Zoning Board of Appeals made findings and

recommendations in support of the Requested Variation, subject to specified conditions; and

WHEREAS, the Village President and Board of Trustees have determined that the Requested Variation meets the required standards for variations set forth in Article 16 of the Zoning Code; and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interest of the Village to grant the Requested Variation, subject to the conditions, restrictions, and provisions of this Ordinance;

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

SECTION 1: Recitals. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2: Approval of Requested Variation. In accordance with, and pursuant to, Article 16 of the Zoning Code, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the Board of Trustees hereby grants the Requested Variation to allow the installation of the Proposed Sign on the Property, approximately seven feet from the Winchester Road right-of-way.

SECTION 3: Conditions. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Code, the approval granted pursuant to Section 2 of this Ordinance is hereby expressly subject to, and contingent upon, the development, use, and maintenance of the Proposed Sign and the Property in compliance with each and all of the following conditions:

A. Compliance with Regulations. Except to the extent specifically provided otherwise in this Ordinance, the development, use, operation, and maintenance of the Proposed Sign and the

Property must comply at all times with all applicable Village codes and ordinances, as the same have been or may be amended from time to time.

B. Compliance with Plans. Except for minor changes and site work approved by the Village Director of Community Development or the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village standards, the development, use, operation, and maintenance of the Proposed Sign and the Property must comply with the plans prepared by North Shore Sign Co., consisting of four sheets, and dated October 24, 2025, a copy of which is attached to and incorporated into this Ordinance as **Exhibit B.**

C. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Owner must pay to the Village, promptly upon presentation of a written demand or demands therefor, all legal fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made must be made by a certified or cashier's check. Further, the Owner will be liable for, and must pay upon demand, all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

SECTION 4: Recordation; Binding Effect. A copy of this Ordinance will be recorded with the Lake County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein will inure solely to the benefit of, and be binding upon, the Owner and its respective heirs, representatives, successors, and assigns.

SECTION 5: Failure to Comply with Conditions. Upon the failure or refusal of the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, as

applicable, the approval granted in Section 2 of this Ordinance will, at the sole discretion of the Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village President and Board of Trustees may not so revoke the approval granted in Section 2 of this Ordinance unless they first provide the Owner with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the R-8 District, and the applicable provisions of the Zoning Code, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Administrator and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 6: Amendments. Any amendments to the approval granted in Section 2 of this Ordinance that may be requested by the Owner after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Code.

SECTION 7: Severability. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance will remain in full force and effect, and will be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 8: Effective Date.

- A. This Ordinance will be effective only upon the occurrence of the following events:
1. Passage by the Village President and Board of Trustees in the manner required by law;
 2. Publication in pamphlet form in the manner required by law; and

3. The filing by the Owner with the Village Clerk of an Unconditional Agreement and Consent, in the form of **Exhibit C** attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.

B. In the event the Owner does not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 8.A.3 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the Village President and Board of Trustees will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

PASSED this _____ day of _____, 2026.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2026.

Donna Johnson, Village President

ATTEST:

Margaret Clark, Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

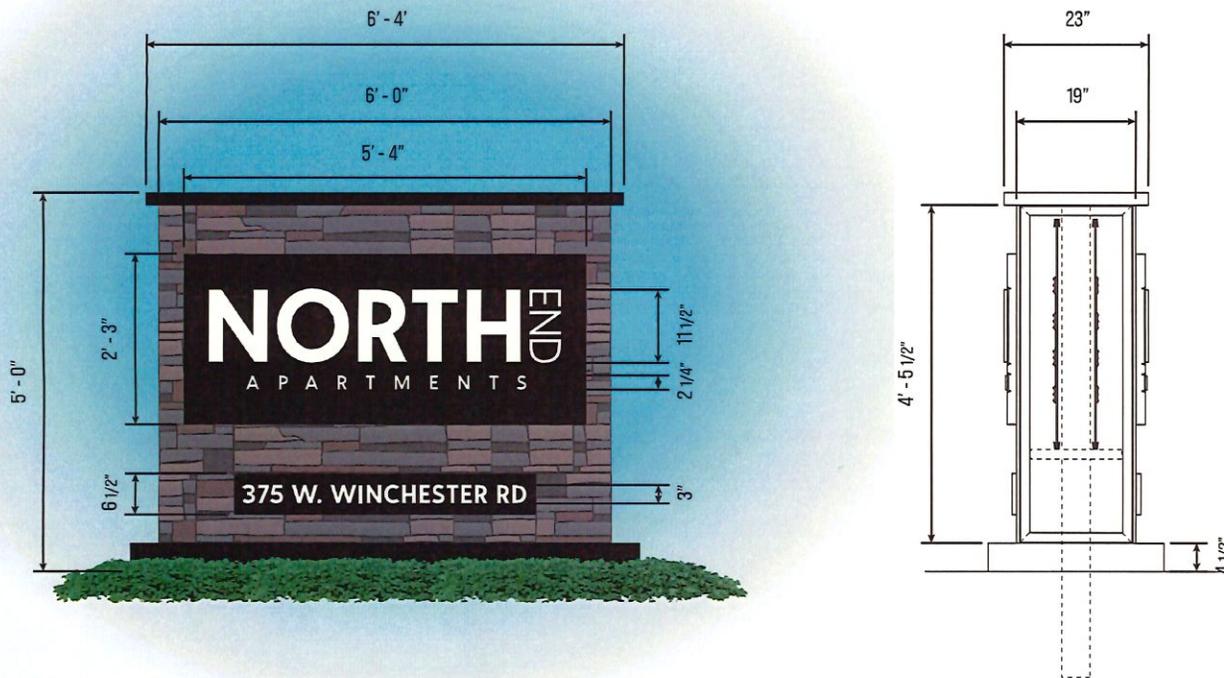
THE EASTERLY 280 FEET OF THAT PART OF LOT 5 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT A POINT 24.75 FEET SOUTH OF THE NORTH LINE OF COUNTY FARM ROAD (SO CALLED) AND 807 FEET WEST OF THE NORTH EAST CORNER OF SAID LOT 5 (SAID POINT OF BEGINNING BEING ON THE WEST LINE OF W.J. MUNDEE'S SUBDIVISION OF PART OF SAID LOT 5 OF SAID SCHOOL TRUSTEE'S SUBDIVISION); THENCE WEST PARALLEL WITH AND 24.75 FEET SOUTH OF THE NORTH LINE OF SAID ROAD, 480.3 FEET TO THE CENTER OF THE STREET RUNNING NORTH AND SOUTH AS SHOWN ON THE PLAT OF SURVEY RECORDED MAY 16, 1913, AS DOCUMENT 147122; THENCE SOUTH ALONG THE CENTER OF SAID STREET 332.9 FEET TO THE CENTER OF ELLIS AVENUE AS SHOWN ON THE PLAT OF SAID SURVEY RECORDED AS DOCUMENT 147122; THENCE EAST ALONG THE CENTER LINE OF SAID ELLIS AVENUE AS SHOWN ON SAID PLAT, 480.3 FEET TO THE WEST LINE PRODUCED SOUTHERLY OF SAID W.J. MUNDEE'S SUBDIVISION AND THENCE NORTH ALONG SAID WEST LINE OF SAID SUBDIVISION TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

Address: 375 W. Winchester Road, Libertyville, Illinois
P.I.N. 11-16-100-109

EXHIBIT B
PLANS

B-1

FRONT & SIDE VIEWS



JOB SPECS

DESCRIPTION

- FURNISH & INSTALL (1) NEW D/F MONUMENT SIGN W/ GENSTONE FAUX STONE WRAPPING
- INTERNALLY ILLUMINATED
- SINGLE POLE MOUNT (IN-GROUND BURY W/ NEW CONCRETE FOUNDATION)

TOTAL SIGN FACE SQ/FT (MAX ALLOW: 12 SQ/FT): 12 SQ/FT
 TOTAL HEIGHT LIMIT: 6 FT

MATERIALS

- FABRICATED ALUMINUM SIGN COMPONENTS: (2) SIGN FACES, CAP, BASE, & (NON-ILLUMINATED) ADDRESS PANEL
- 1/2" WHITE ACRYLIC PUSH-THRU PLEX - "NORTHEND"
- 1/4" WHITE ACRYLIC PUSH-THRU PLEX - "APARTMENTS"
- SAMSUNG WHITE LED ILLUMINATION W/ 60 W POWER SUPPLY(S)
- FABRICATED ALU-PANEL (ALUMINUM COMPOSITE) & ALUMINUM ANGLE SIGN CABINET W/ GENSTONE FAUX STONE WRAPPING

COLORS/GRAPHICS/FONTS

- PAINT: (SATIN POLYURETHANE)BLACK
- VINYL: WHITE (3M 3630-2D)
- GENSTONE FAUX STONE WRAPPING: COFFEE

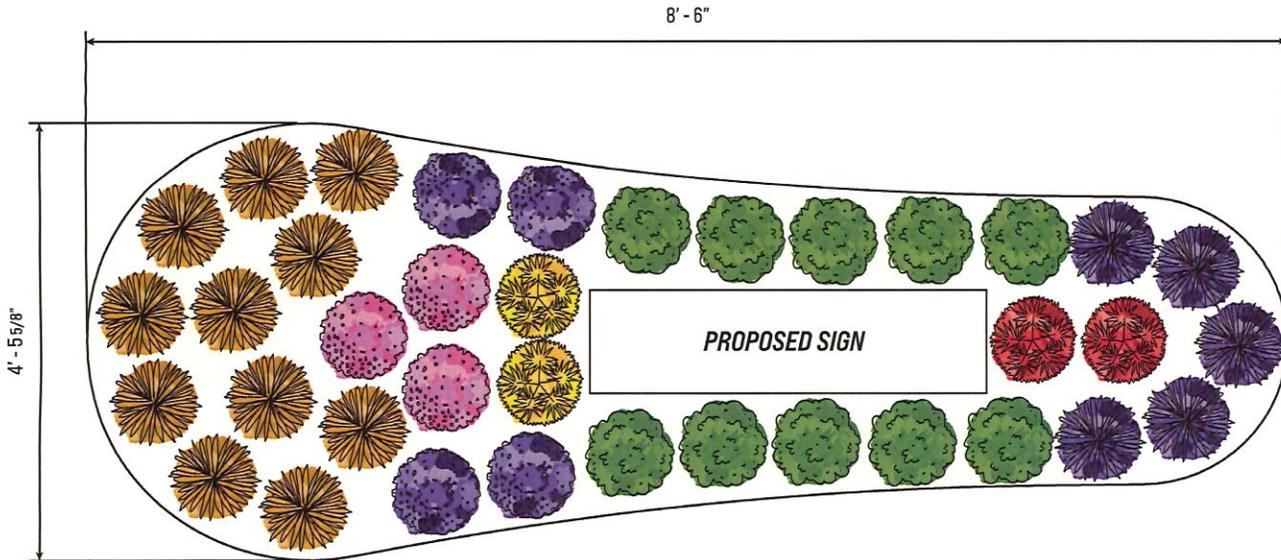


Colors depicted on this drawing are printed simulations to assist in visualizing the design. They do not accurately reflect the actual colors specified.

This design is the exclusive property of North Shore Sign Company Inc., and is the result of the original and creative work of its employees. This drawing is submitted to the respective customer for the sole purpose of consideration of whether or not to purchase this design, or a sign manufactured to this design from North Shore Sign Co. Distribution, use of, or exhibition of this drawing to anyone outside customers organization, in order to secure quotation, design work, or purchase of a sign either to this design or similar to this design, is expressly forbidden. In the event that such distribution, use or exhibition occurs, North Shore Sign is to be compensated \$1500.00 for time, effort and creative service entailed in creating these plans, as well as any and all legal fees and expenses to enforce its rights. Copyright 2020 North Shore Sign Company Inc.

NORTH END APARTMENTS			
375 E. WINCHESTER RD, LIBERTYVILLE, IL 60048			
SCALE 1/2" : 1'	PAGE # NEA-2024-002	F	SALESMAN MATT
DATE 11-26-24	REVISED SIZING 10-24-25		DRAWN BY ML
FILE SALES			

AERIAL VIEW



PLANT IDENTIFICATION:

-  PURPURASCENS MISCANTHUS (14 EA - 1 GAL)
-  LITTLE QUICK FIRE HYDRANGEA (3 EA - 3 GAL)
-  PURPLE DOME ASTER (12 EA - 1 GAL)
-  AMERICAN GOLDRUSH BLACK EYED SUSAN (10 EA - 1 GAL)
-  SEDUM KAMTSCHATICUM (4 FLATS)
-  KIT KAT NEPTA (13 EA - 1 GAL)
-  ROSA KNOCK OUT DOUBLE (3 EA - 3 GAL)

NOTICE: LANDSCAPING TO BE 37.98 SQ/FT TOTAL & INCLUDE VARIETY OF SHRUBS, FLOWERS, & PLANTS - CUSTOMER TO COMPLETE ALL LANDSCAPING



 Colors depicted on this drawing are printed simulations to assist in visualizing the design. They do not accurately reflect the actual colors specified.

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NORTH END APARTMENTS			
375 E. WINCHESTER RD. LIBERTYVILLE, IL 60048			
SCALE N/A	PAGE # NEA-2024-003	B	SALESMAN MATT
DATE 9-4-25	REVISED LANDSCAPING 10-24-25		DRAWN BY ML
FILE SALES			

North End Apartments
375 W. Winchester Road
Libertyville, IL 60048

Winchester Rd

Sign to P.L. 7'

New Sign Location

Existing Sign Location

Liberty Township Park

225

221

217

224

222

220

225a

217a

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The Village of Libertyville, Illinois (“*Village*”):

WHEREAS, NorthEnd Apartments, LLC (“*Owner*”) is the owner of that certain parcel of real property commonly known as 375 W. Winchester Road, Libertyville, Illinois (“*Property*”); and

WHEREAS, Ordinance No. 26-O-_____, adopted by the Village President and Board of Trustees on _____, 2026 (“*Ordinance*”), grants a variation to the Owner to allow the installation of a freestanding residential development monument sign in the front yard of the Property, approximately seven feet from the Winchester Road right-of-way; and

WHEREAS, Section 8 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owner has filed, within 30 days following the passage of the Ordinance, their unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

NOW, THEREFORE, the Owner hereby agrees and covenants as follows:

1. The Owner hereby unconditionally agrees to, accept, consent to, and will abide by, each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The Owner acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The Owner acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village’s granting of the variation for the Property or its adoption of the Ordinance, and that the Village’s approval does not, and will not, in any way, be deemed to insure the Owner against damage or injury of any kind and at any time.
4. The Owner hereby agrees to hold harmless and indemnify the Village, the Village’s corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village’s adoption of the Ordinance granting the variation for the Property.

[SIGNATURE PAGE FOLLOWS]

Dated: _____, 2026

ATTEST:

NORTHEND APARTMENTS, LLC

By: _____

By: _____

Its: _____

Its: _____



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: January 27, 2026

Agenda Item: Consideration of an Ordinance Granting a Variation from Section 26-4-7.5 of the Libertyville Zoning Code – 426 E. Sunnyside Avenue

Staff Recommendation: Approve Ordinance

Staff Contact: Heather J. Rowe, Director of Community Development

Background: The attached ordinance would approve a variation to increase the maximum permitted lot coverage from 45% to 49.8% to construct a 600 square foot detached garage at 426 E. Sunnyside Avenue. The Village Board approved this request at their January 13, 2026, meeting with the understanding that an ordinance would be drafted for the Village Board to approve at their January 27, 2026, meeting.

Staff recommends the Village Board approve the attached ordinance.

Attachments:

1. Ordinance

THIS SPACE FOR RECORDERS USE ONLY

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 26-O-_____

AN ORDINANCE GRANTING A VARIATION
FROM SECTION 26-4-7.5 OF THE LIBERTYVILLE ZONING CODE
FOR LOT COVERAGE
(426 E. Sunnyside Avenue)

Adopted by the
President and Board of Trustees
of
the Village of Libertyville
Lake County, Illinois
this _____ day of _____, 2026.

Published in pamphlet form by direction
and authority of the Village of Libertyville
Lake County, Illinois
this _____ day of _____, 2026.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 26-O-_____

AN ORDINANCE GRANTING A VARIATION
FROM SECTION 26-4-7.5 OF THE LIBERTYVILLE ZONING CODE
FOR LOT COVERAGE
(426 E. Sunnyside Avenue)

WHEREAS, Zachary Henderson and Amber Staines (collectively, the “**Owner**”) is the owner of that certain parcel of real property commonly known as 426 E. Sunnyside Avenue, Libertyville, Illinois, located in the R-6 Single-Family Attached Residential District (“**R-6 District**”), and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (“**Property**”); and

WHEREAS, the Property is current improved with a legally non-conforming single-family residential structure with an existing lot coverage of approximately 52.6%; and

WHEREAS, pursuant to Section 26-4-7.5 of the “Libertyville Zoning Code,” as amended (“**Zoning Code**”), the maximum lot coverage for a single-family detached dwelling on an interior lot in R-6 is 45 percent; and

WHEREAS, the Owner desires to construct a new detached garage on the Property (“**Proposed Improvement**”), which will result in the Property having a lot coverage of 49.8 percent, in violation of Section 26-4-7.5 of the Zoning Code; and

WHEREAS, the Owner has filed an application with the Village for variation from Section 26-4-7.5 of the Zoning Code to increase the maximum lot coverage for the Property from 45 percent to 49.8 percent, to allow the Proposed Improvement on the Property (collectively, the “**Requested Variation**”); and

WHEREAS, a public hearing of the Zoning Board of Appeals of the Village to consider approval of the Requested Variation was duly advertised in the *Daily Herald* on November 21,

2025, and held on December 8, 2025; and

WHEREAS, on December 8, 2025, the Zoning Board of Appeals made findings and recommendations in support of the Requested Variation, subject to specified conditions; and

WHEREAS, the Village President and Board of Trustees have determined that the Requested Variation meets the required standards for variations set forth in Article 16 of the Zoning Code; and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interest of the Village to grant the Requested Variation, subject to the conditions, restrictions, and provisions of this Ordinance;

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

SECTION 1: Recitals. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2: Approval of Requested Variation. In accordance with, and pursuant to, Article 16 of the Zoning Code, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the President and Board of Trustees of the Village of Libertyville hereby grant the Requested Variation to allow the Proposed Improvement on the Property.

SECTION 3: Conditions. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Code, the approval granted pursuant to Section 2 of this Ordinance is hereby expressly subject to, and contingent upon, the development, use, and maintenance of the Property in compliance with each and all of the following conditions:

A. Compliance with Regulations. Except to the extent specifically provided otherwise in this Ordinance, the development, use, operation, and maintenance of the Proposed Improvement and the Property must comply at all times with all applicable Village codes and ordinances, as the same have been or may be amended from time to time.

B. Compliance with Plans. Except for minor changes and site work approved by the Village Director of Community Development or the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village standards, the development, use, operation, and maintenance of the Proposed Improvement and the Property must comply with the Addition Plans, submitted by the Owner and undated, a copy of which is attached to, and by this reference, incorporated into this Ordinance, as **Exhibit B**.

C. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Owner must pay to the Village, promptly upon presentation of a written demand or demands therefor, all legal fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made must be made by a certified or cashier's check. Further, the Owner will be liable for, and must pay upon demand, all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

SECTION 4: Recordation; Binding Effect. A copy of this Ordinance will be recorded with the Lake County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein will inure solely to the benefit of, and be binding upon, the Owner, and their respective heirs, representatives, successors, and assigns.

SECTION 5: Failure to Comply with Conditions. Upon the failure or refusal of the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, as applicable, the approval granted in Section 2 of this Ordinance will, at the sole discretion of the Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village President and Board of Trustees may not so revoke the approval granted in Section 2 of this Ordinance unless they first provide the Owner with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the R-6 District, and the applicable provisions of the Zoning Code, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Administrator and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 6: Amendments. Any amendments to the approvals granted in Section 2 of this Ordinance that may be requested by the Owner after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Code.

SECTION 7: Severability. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance will remain in full force and effect, and will be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 8: Effective Date.

- A. This Ordinance will be effective only upon the occurrence of the following events:
 - 1. Passage by the Village President and Board of Trustees in the manner

required by law;

2. Publication in pamphlet form in the manner required by law; and

3. The filing by the Owner with the Village Clerk of an Unconditional Agreement and Consent, in the form of **Exhibit C** attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.

B. In the event Owner does not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 8.A.3 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the Village President and Board of Trustees will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

PASSED this _____ day of _____, 2026.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2026.

Donna Johnson, Village President

ATTEST:

Margaret Clark, Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOT 36 IN SUNNYSIDE PARK, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 21, AND THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 7, 1923 AS DOCUMENT 227922, IN BOOK "L" OF PLATS PAGE 108 IN THE VILLAGE OF LIBERTYVILLE, IN LAKE COUNTY, ILLINOIS.

Address: 426 E. Sunnyside Avenue, Libertyville, Illinois
P.I.N.: 11-21-215-024

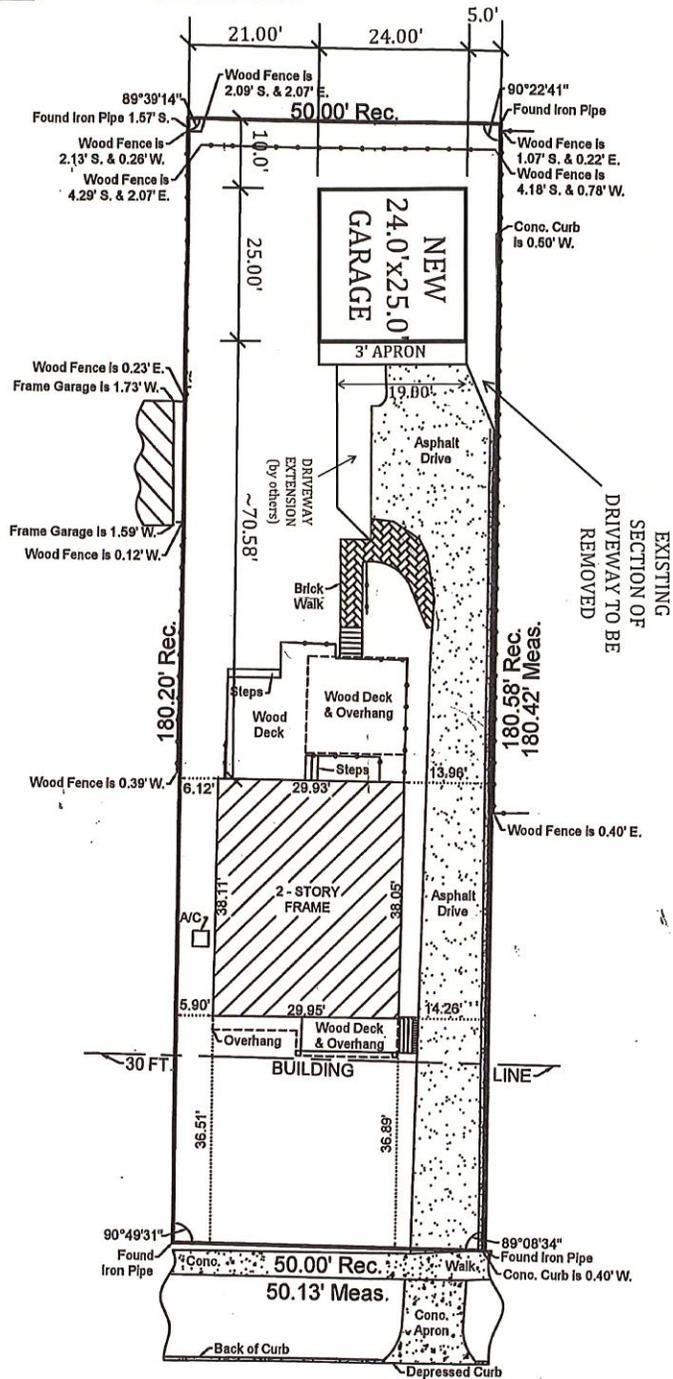
EXHIBIT B
ADDITION PLANS

PLAT OF SURVEY

LOT 36 IN SUNNYSIDE PARK, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 21, AND THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 7, 1923 AS DOCUMENT 227922, II BOOK "L" OF PLATS PAGE 108 IN THE VILLAGE OF LIBERTYVILLE, IN LAKE COUNTY, ILLINOIS.

KNOWN AS: 426 E. SUNNYSIDE AVENUE, LIBERTYVILLE, ILLINOIS 600048

PIN #: 11-21-215-024



HGB PROPOSED
 SITE PLAN

E. SUNNYSIDE AVENUE

ORDER NO. 4921-S
 SCALE 1"=20'
 THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCES.

STRUCTURE LOCATED
MAY 27, 2025
 DATE

Roy G. Lawniczak
 ILLINOIS REGISTERED LAND SURVEYOR

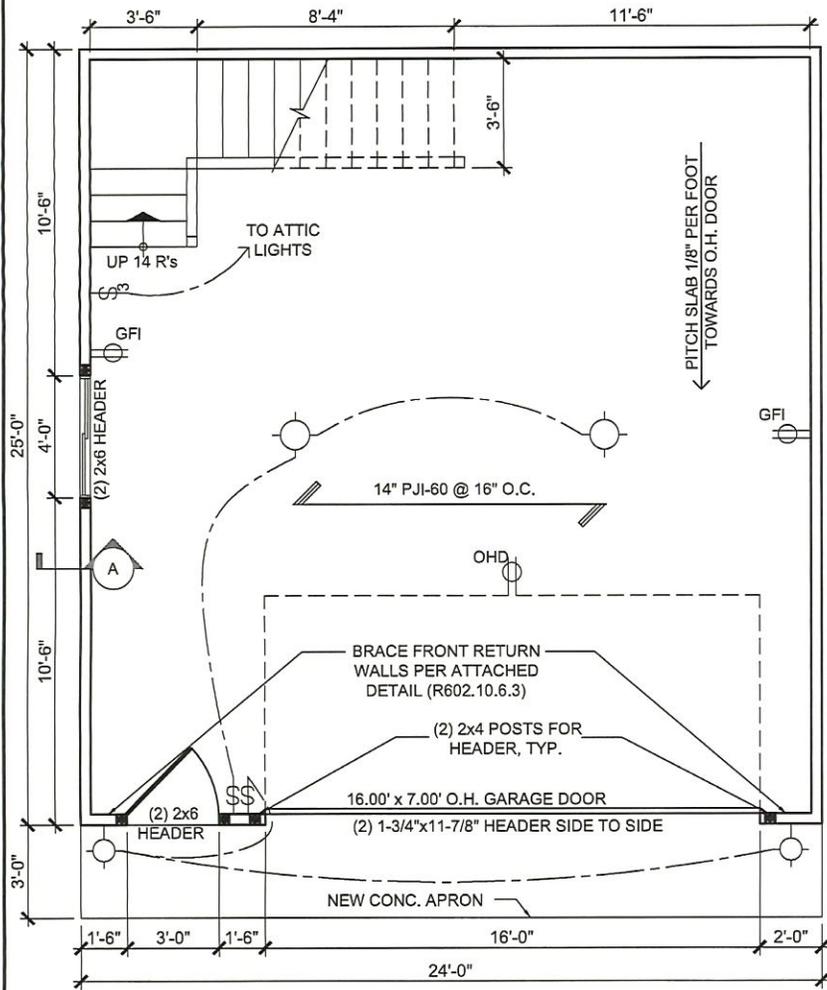
REFER TO DEED, TITLE POLICY, AND LOCAL ORDINANCES FOR BUILDING RESTRICTIONS.

STATE OF ILLINOIS)
 COUNTY OF McHENRY) s.s.

I, ROY G. LAWNICZAK, A REGISTERED ILLINOIS LAND SURVEYOR DO HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED IN THE CAPTION TO THE HEREON DRAWN PLAT AN THAT THE FOREGOING PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SAME. ALL DIMENSIONS ARE IN FEET AND DECIMALS PLACES THEREOF AND ARE CORRECTED TO A TEMPERATURE OF 62 DEGREES FAHRENHEIT.

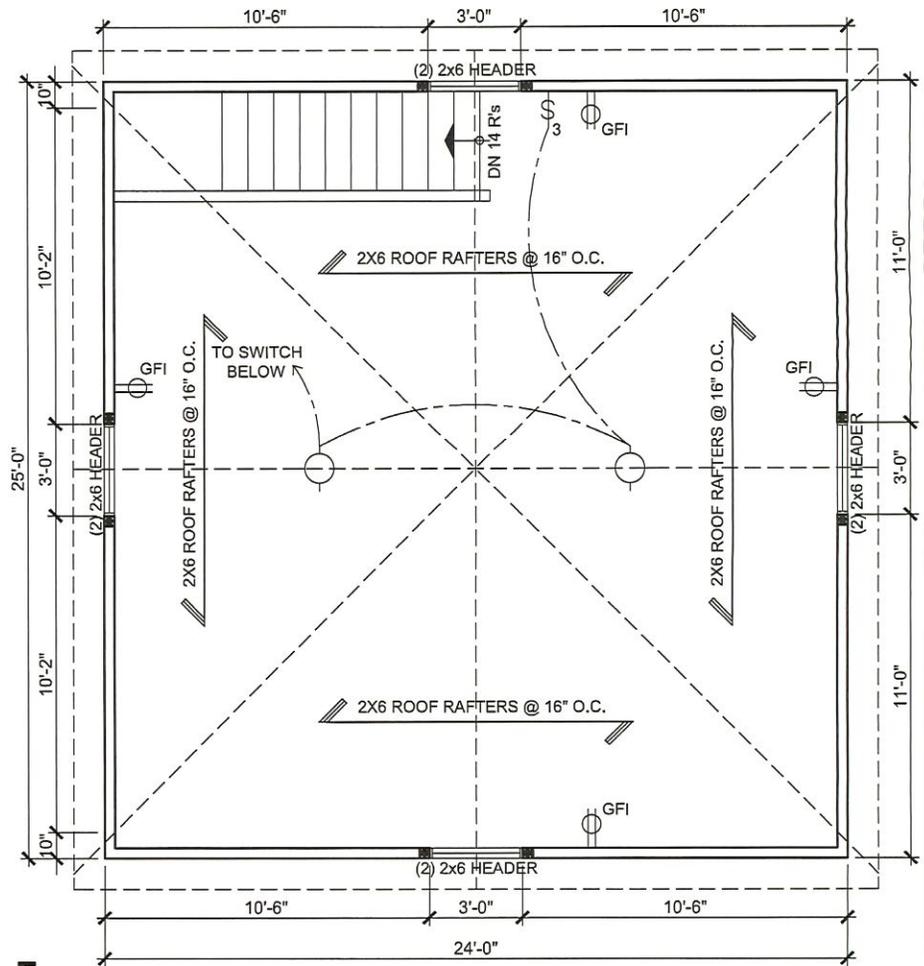
CARY, ILLINOIS MAY 27, 2025
 DATE

BY *Roy G. Lawniczak*
 ILLINOIS REGISTERED LAND SURVEYOR NO. 2290



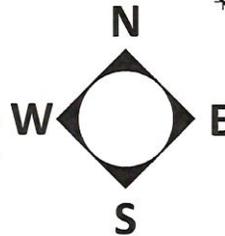
GROUND FLOOR PLAN

SCALE: 1/4" = 1'-0"



ATTIC FLOOR PLAN

SCALE: 1/4" = 1'-0"



DETACHED GARAGE - GABLE ROOF

426 E. SUNNYSIDE AVENUE, LIBERTYVILLE
HENDERSON RESIDENCE

THESE PLANS REMAIN THE PROPERTY OF MACH 1, INC. AND THEIR REPRODUCTION IS EXPRESSLY FORBIDDEN.

CONTRACTOR:

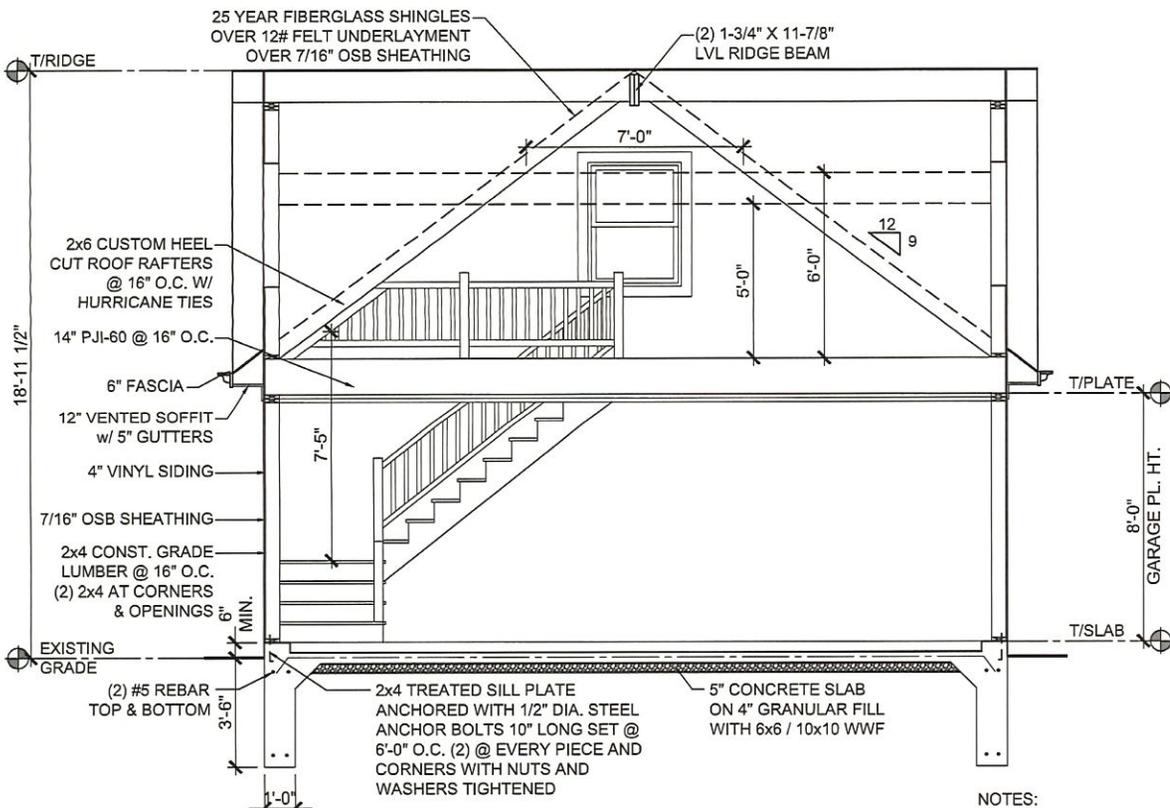
HEARTLAND GARAGE BUILDERS
602 ACADEMY DRIVE
NORTHBROOK, IL 60062
PHONE: (224) 619-4539
EMAIL: INFO@HLGBS.COM

SHEET NAME:

FLOOR PLANS

SHEET NUMBER:

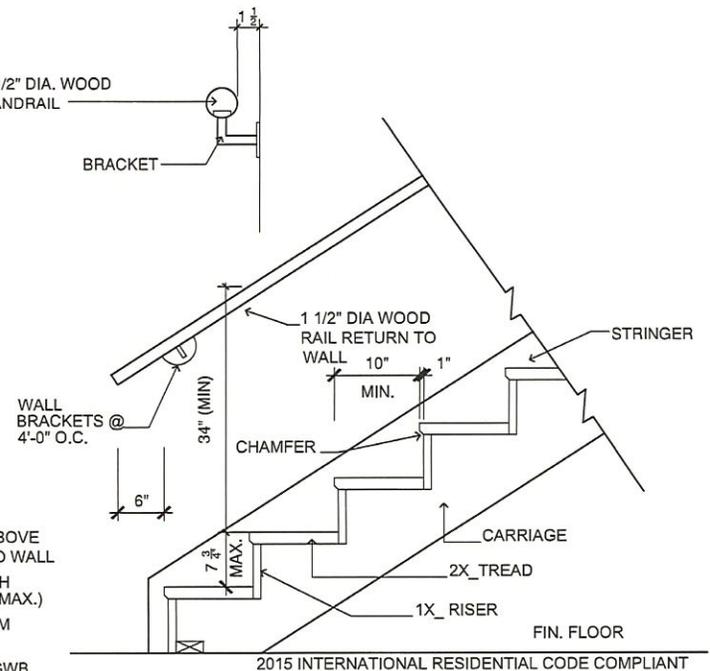
1 OF 4



BUILDING SECTION
SCALE: 1/4" = 1'-0"

ELECTRIC DETAIL

- CIRCUITS: (1) 20 AMP. #12 GA. (1) 15 AMP. #14 GA.
- CONTAINED IN 3/4" RIGID STEEL CONDUIT
- BURIAL DEPTH: 8 INCHES
- WIRING: SEPARATE CIRCUITS TO ELECTRICAL PANEL



STAIR DETAIL
SCALE: 1/4" = 1'-0"

NOTES:

1. CONT. STAIR HANDRAIL TO EXTEND 6" HORIZONTALLY ABOVE THE TOP RISER & RETURN TO WALL
2. GUARDS SHALL BE 36" HIGH WITH BALUSTERS @ 4" O.C. (MAX.)
3. MINIMUM HEADROOM FROM NOSING TO CEILING 6'-8"
4. 1 LAYER OF TYPE "X" 1/2" GWB BELOW STAIRS (WHERE EXPOSED TO STORAGE)

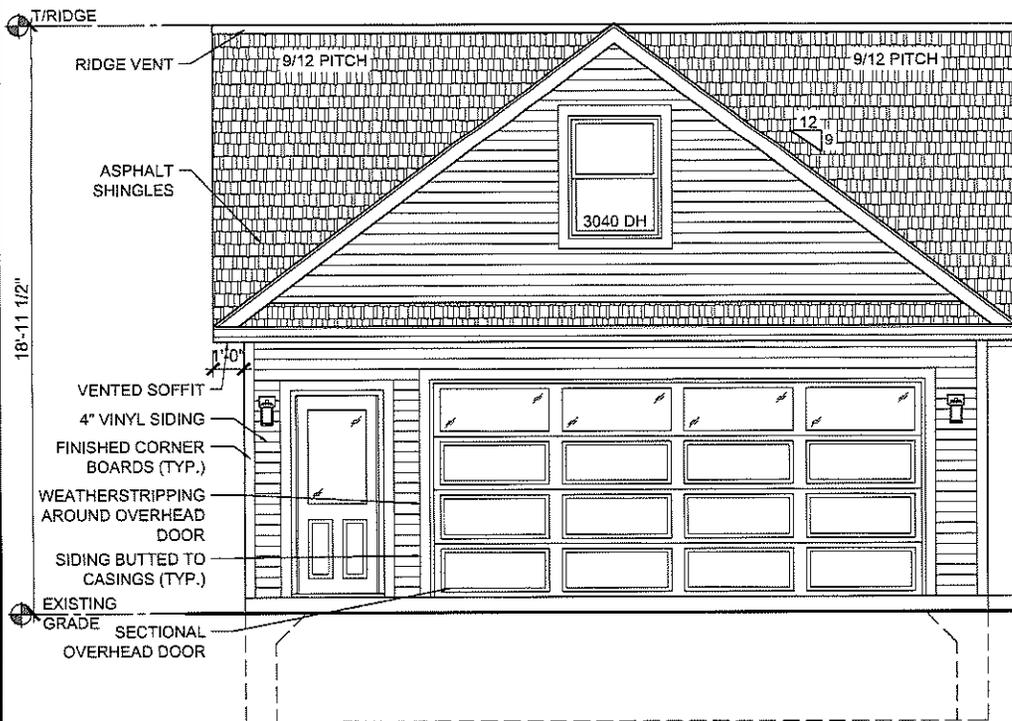


DETACHED GARAGE - GABLE ROOF
426 E. SUNNYSIDE AVENUE, LIBERTYVILLE
HENDERSON RESIDENCE

CONTRACTOR:
HEARTLAND GARAGE BUILDERS
602 ACADEMY DRIVE
NORTHBROOK, IL 60062
PHONE: (224) 619-4539
EMAIL: INFO@HLGBS.COM

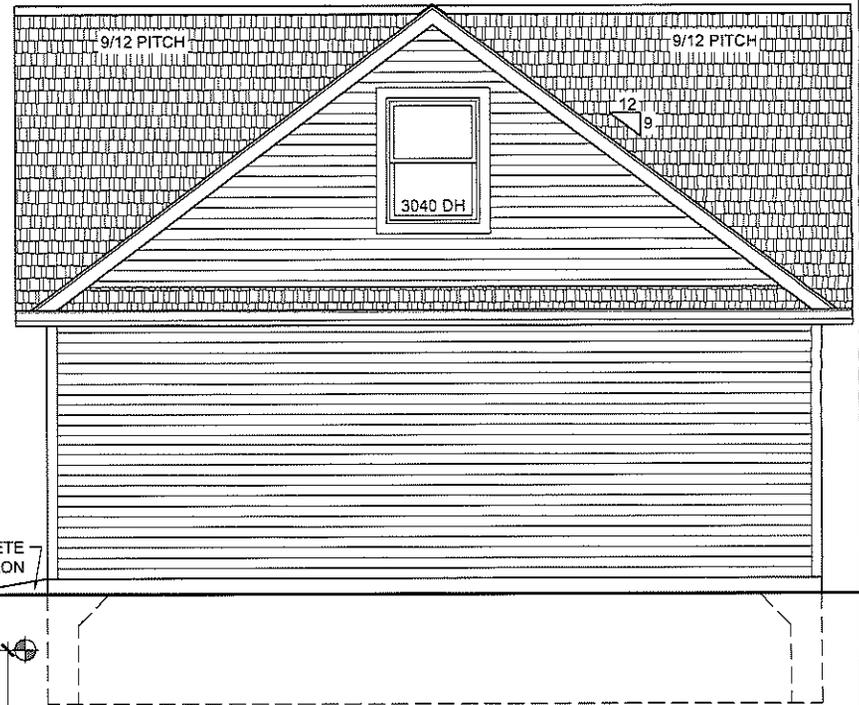
SHEET NAME:
BUILDING SECTION & STAIR DETAIL
SHEET NUMBER:
2 OF 4

THESE PLANS REMAIN THE PROPERTY OF MACH 1, INC. AND THEIR REPRODUCTION IS EXPRESSLY FORBIDDEN.



SOUTH ELEVATION

SCALE: 1/4" = 1'-0"



EAST ELEVATION

SCALE: 1/4" = 1'-0"



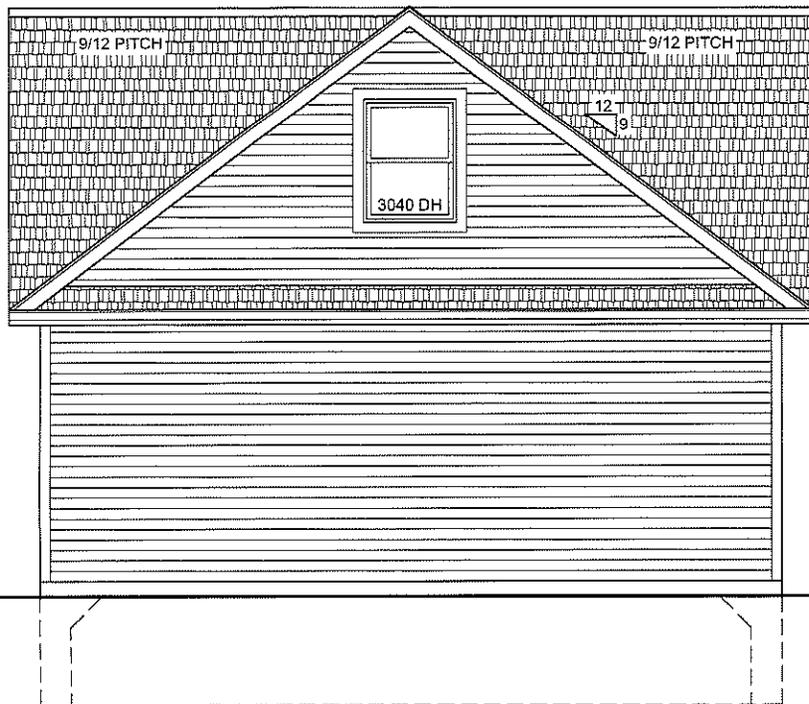
DETACHED GARAGE - GABLE ROOF

426 E. SUNNYSIDE AVENUE, LIBERTYVILLE
HENDERSON RESIDENCE

THESE PLANS REMAIN THE PROPERTY OF MACH 1, INC. AND THEIR REPRODUCTION IS EXPRESSLY FORBIDDEN.

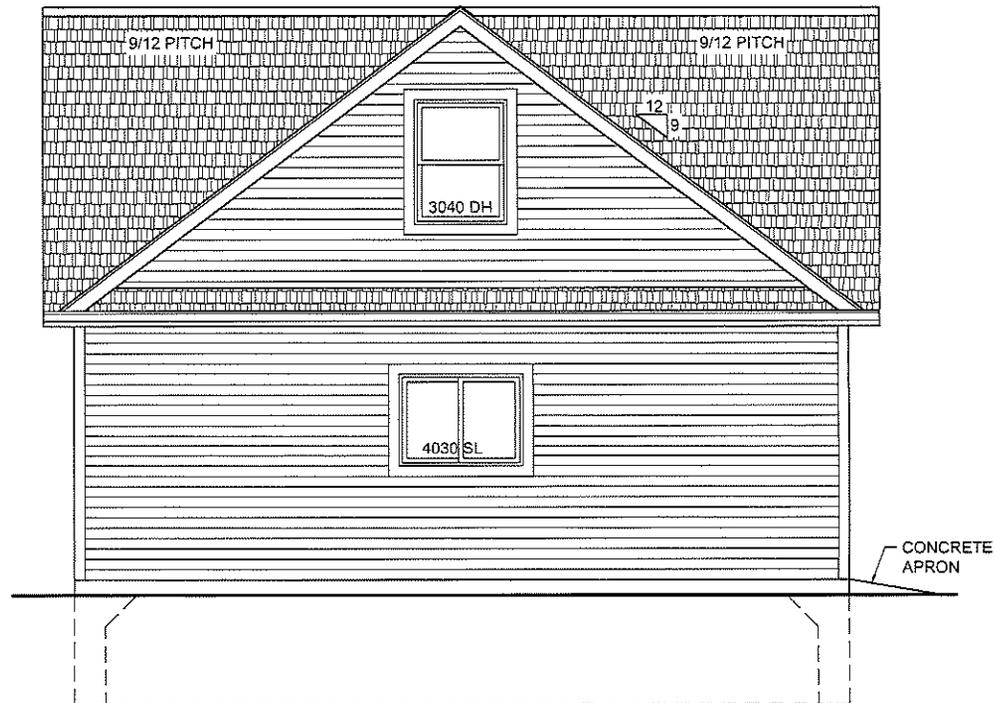
CONTRACTOR:
HEARTLAND GARAGE BUILDERS
602 ACADEMY DRIVE
NORTHBROOK, IL 60062
PHONE: (224) 619-4539
EMAIL: INFO@HLGBS.COM

SHEET NAME:
ELEVATIONS
SHEET NUMBER:
3 OF 4



NORTH ELEVATION

SCALE: 1/4" = 1'-0"



WEST ELEVATION

SCALE: 1/4" = 1'-0"

HGB

DETACHED GARAGE - GABLE ROOF

426 E. SUNNYSIDE AVENUE, LIBERTYVILLE
 HENDERSON RESIDENCE

THESE PLANS REMAIN THE PROPERTY OF MACH 1, INC. AND THEIR REPRODUCTION IS EXPRESSLY FORBIDDEN.

CONTRACTOR:
HEARTLAND GARAGE BUILDERS
 602 ACADEMY DRIVE
 NORTHBROOK, IL 60062
 PHONE: (224) 619-4539
 EMAIL: INFO@HLGBS.COM

SHEET NAME:
ELEVATIONS
 SHEET NUMBER:
4 OF 4

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The Village of Libertyville, Illinois (“*Village*”):

WHEREAS, Zachary Henderson and Amber Staines (collectively, the “*Owner*”) is the owner of that certain parcel of real property commonly known as 426 E. Sunnyside Avenue, Libertyville, Illinois (“*Property*”), located in the R-6 Single-Family Attached Residential District; and

WHEREAS, Ordinance No. 26-O-_____, adopted by the Village President and Board of Trustees on _____, 2026 (“*Ordinance*”), grants a variation from Section 26-4-7.5 of the “*Libertyville Zoning Code*” to the Owner to allow the construction of a detached garage on the Property; and

WHEREAS, Section 8 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owner has filed, within 30 days following the passage of the Ordinance, their unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

NOW, THEREFORE, the Owner hereby agrees and covenants as follows:

1. The Owner hereby unconditionally agrees to, accepts, consents to, and will abide by, each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.

2. The Owner acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

3. The Owner acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village’s granting of the variation for the Property or its adoption of the Ordinance, and that the Village’s approvals do not, and will not, in any way, be deemed to insure the Owner against damage or injury of any kind and at any time.

4. The Owner hereby agrees to hold harmless and indemnify the Village, the Village’s corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village’s adoption of the Ordinance granting the variation for the Property.

[SIGNATURE PAGE FOLLOWS]

Dated: _____, 2026.

ZACHARY HENDERSON

By: _____

AMBER STAINES

By: _____



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: January 27, 2026

Agenda Item: **REPORT OF THE APPEARANCE REVIEW COMMISSION**
January 19, 2026

Appearance Review Commission

Recommendation: Approve

Staff Contact: Heather J. Rowe, Director of Community Development

Background: The Appearance Review Commission (ARC) met on January 19, 2026, and reviewed two (2) items that require Village Board approval.

The items heard at the January 19, 2026, meeting include:

1. **1163 S. Milwaukee Avenue (Shivam 9 Holdings, LLC, Applicant. Anel Pasic, Property Owner; Club Five Health, Tenant)**

Request is for a new signage.

Commissioner Enochs made a motion, seconded by Commissioner Flader, to recommend that the Village Board of Trustees approve the application for new signage at 1163 S. Milwaukee Avenue, in accordance with the plans submitted.

Motion carried 5 - 0.

2. **401 E. Park Avenue #102 (Hering Signs | Signarama Libertyville, Authorized Agent for Filzah Pavalon, Property Owner; Toy Court, Tenant)**

Request is for a new signage.

Commissioner Neuendank made a motion, seconded by Commissioner Enochs, to recommend that the Village Board of Trustees approve the application for new signage at 401 E. Park Avenue #102, in accordance with the plans submitted.

Motion carried 5 - 0.

REPORT OF THE APPEARANCE REVIEW COMMISSION

January 19, 2026

**ARC 26-01 Shivam 9 Holdings, LLC, Authorized Agent for Anel Pasic, Property Owner;
Club Five Health, Tenant
1163 S. Milwaukee Avenue**

Request is for new signage.

Mr. Jaimin Patel presented the request for new signage at 1163 S. Milwaukee Ave. Mr. Patel stated that they intend to replace the XSports signage with new signage for Club Five Health. Mr. Patel explained that he discussed the project and signage with staff. He stated that the building will be repainted to freshen it up from the previous tenant.

Commissioner Neuendank asked for clarification on the number of signs proposed. Mr. Patel indicated that monument sign panels and a wall sign are proposed.

Commissioner Neuendank asked if the wall behind the previous XSports signs will be patched and repainted to match the color of the building. Mr. Patel stated that they intend to complete this work. He noted they need to wait for the weather to improve.

Mrs. Heather Rowe, Director of Community Development, asked for clarification that the previous XSports signs on the left and right sides of the storefront entrance will be removed. Mr. Patel stated that these will be removed and the wall will be repainted to address any ghosting.

Mr. Wil Richardson, Planner, asked if the monument sign will be illuminated. Mr. Patel stated that the monument sign is not illuminated.

Commissioner Enochs made a motion, seconded by Commissioner Flader, to recommend that the Village Board of Trustees approve the application for new signage at 1163 S. Milwaukee Avenue, in accordance with the plans submitted.

Motion carried 5 - 0.

**ARC 26-02 Hering Signs | Signarama Libertyville, Authorized Agent for Filzah Pavalon,
Property Owner; Toy Court, Tenant
401 E. Park Avenue #102**

Request is for new signage.

Mr. Aaron Hering presented the request for new signage at 401 E. Park Avenue #102. Mr. Hering stated that new channel letters will be installed on the storefront. The previous tenant had channel letters that stretched across the storefront, and the proposed sign will be shorter in length. He explained that the sign is for a toy store and the signage is designed to reflect that.

Commissioner Neuendank stated that he understood the staff comment to leave judgment on the appropriateness of the amount of colors to the Commission. Mr. Richardson explained that staff included this comment because the Appearance Code addresses colors in signage. In this situation,

Report of the Appearance Review Commission
Page 2 of 2

it appears that the colors support the business identity. Commissioner Neuendank stated his agreement with this interpretation.

Chair Pro-tem Kollman asked how many tenants are in the subject building. Mr. Hering stated that they are reserving space for an additional sign if needed for the other tenant.

Commissioner Neuendank made a motion, seconded by Commissioner Enochs, to recommend that the Village Board of Trustees approve the application for new signage at 401 E. Park Avenue #102, in accordance with the plans submitted.

Motion carried 5 - 0.

ATTACHMENTS

PLANS CAN BE VIEWED AT:

https://www.libertyville.com/DocumentCenter/View/25198/ARC-26-01_1163-S-Milwaukee-Ave

https://www.libertyville.com/DocumentCenter/View/25201/ARC-26-02_401-E-Park-Ave-STE102



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	January 27, 2026
Agenda Item:	Consideration of a Resolution Affirming the Pre-Qualified General Contractors for the Construction of the New Libertyville Police Station Building
Staff Recommendation:	Approve Resolution
Staff Contact:	Kelly A. Amidei, Village Administrator

Background: A Pre-qualification Request for Proposals (RFP) for contractors for the New Police Department building was issued at the end of October, 2025. Upon receiving nine (9) pre-qualified submittals, they were reviewed and six (6) of the nine (9) firms were selected for interviews with the Village's selection panel.

At the end of the interviews, it was determined that four (4) firms are recommended to be prequalified to bid for the construction of the new Libertyville Police Department building. The firms (in no certain order) are: Camosy Construction Inc., Henry Bros. Company, Path Construction Company, Inc. and R.C. Wegman Construction Company.

All four (4) firms have exhibited the necessary financial strength, experience, capacity and resources, safety and quality approach, and staff capabilities to successfully complete the project. The Fire and Police Committee reviewed the summary report from CCS, the Village's Owner's representative on January 20, 2026 and agreed with this recommendation.

Staff recommends approval of this resolution to affirm this selection.

Attachments:

1. Resolution
2. Owner's Representative Summary

RESOLUTION NO. R-26-_____

A RESOLUTION AFFIRMING THE PRE-QUALIFIED
GENERAL CONTRACTORS FOR THE CONSTRUCTION OF
THE NEW LIBERTYVILLE POLICE STATION BUILDING

WHEREAS, the Village issued a Request for Pre-Qualifications (“**RFQ**”) to solicit general contractors for the award of a contract for the construction of the new Libertyville Police Station building (“**Project**”); and

WHEREAS, the Village received nine proposals in response to the RFQ;

WHEREAS, the Village has reviewed and evaluated the submitted pre-qualification packages for the Project, and has determined that Camosy Construction Inc., Henry Bros. Co., Path Construction Company, Inc., and R.C. Wegman Construction Company (collectively, the “**Qualified Contractors**”) are responsible and responsive general contractors of the firms that submitted pre-qualification packages to the Village for the Project, and are qualified to construct and complete the Project; and

WHEREAS, the Village President and Board of Trustees have determined that affirming the Qualified Contractors for the Project will serve and be in the best interest of the Village and its residents;

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: Affirmation of Contractors. The President and Board of Trustees hereby affirms that the Qualified Contractors are hereby affirmed to be qualified to construct the Project, and, therefore, will be invited to bid on the Project.

SECTION 3: No Guarantee of Award of Contract. The affirmation of the Qualified Contractors pursuant to Section 2 of this Resolution is not to be deemed or construed as a guarantee or promise that the Village will award the construction contract for the Project to any of the Qualified Contractors, or that it will proceed with the Project. The Village reserves the right to select the most qualified Qualified Contractor upon receipt of formal bids for the Project contract, or to alter, amend, modify, or cancel the Project, in its sole and absolute discretion.

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

PASSED this ___ day of _____, 2026.

AYES:

NAYS:

ABSENT:

APPROVED this ___ day of _____, 2026.

Donna Johnson, Village President

ATTEST:

Margaret Clark, Village Clerk



CCS Memorandum

To: Kelly Amidei, Village of Libertyville - Village Administrator

From: Christopher Giacalone, CCS International Inc.

Date: January 6, 2026

Subject: Pre-Qualified Contractor Selection for the New Libertyville Police Department Building

Executive Summary

The General Contractor (GC) prequalification selection panel, consisting of the Village of Libertyville, FGM Architects, and CCS International representatives, reviewed and evaluated the submitted contractor prequalification packages for the Village of Libertyville’s new Police Department Building project on December 8, 2025.

At the conclusion of the interviews, the selection panel agreed that the following firms are recommended to be prequalified to bid for the construction of the new Libertyville Police Department Building:

- Camosy Construction Inc.
- Henry Bros. Co.
- Path Construction Company, Inc.
- R.C. Wegman Construction Company

All four firms have exhibited the necessary financial strength, experience, capacity and resources, safety and quality approach, and staff capabilities to successfully complete the project.

Background

The General Contractor (GC) selection process for the new Libertyville Police Department Building project was developed to support a lump sum prequalified bidder delivery method. The process included three key phases, as outlined below.

1. Request for Pre-Qualifications

An open Request for Pre-Qualifications was issued on October 22, 2025 to solicit qualified General Contractors interested in bidding on the project. Prequalification submissions were due November 20, 2025.

2. Initial Qualification Analysis

Upon receiving 9 prequalification submissions by the deadline, the review team evaluated each firm based on key qualification factors including the firm’s financial strength, the firm’s relevant experience, and the proposed project team’s relevant experience.

Based on this analysis, six(6) firms were identified to move forward to the interview stage. The firms all appear to have the appropriate qualifications and experience to deliver a project of similar scope and size, and with experienced project personnel.

1. Henry Bros. Co.
2. F.H. Paschen, S.N. Nielsen & Associates LLC
3. Path Construction Company, Inc.
4. Harbour Contractors, Inc.
5. Camosy Construction Inc.
6. R.C. Wegman Construction Company

The remaining three(3) firms were not selected to move forward to the interview stage based on the initial qualification evaluation results, including firm’s financial strength, the firm’s relevant experience, and the proposed project team’s relevant experience.

1. BEAR Construction Company
2. Stuckey Construction Co., Inc.



3. The George Sollitt Construction Company

3. Contractor Interviews

Identified firms participated in formal interviews held on December 8, 2025. The interview process provided the review team an opportunity to verify qualifications, assess project understanding, discuss approach to managing and executing the work, and evaluate alignment with project goals.

Following completion of all interviews, the members of the GC prequalification selection panel met and reached consensus that the following firms are recommended for prequalification: Camosy Construction Inc., Henry Bros. Co., Path Construction Company Inc., and R.C. Wegman Construction Company.

Two firms from the interview list were not recommended for prequalification based on the overall evaluation results, including consideration of understanding of the project scope, approach to safety and quality, approach to project management, team dynamics, communication skills, and staff capabilities: Harbour Contractors, Inc. and F.H. Paschen, S.N. Nielsen & Associates LLC.

Next Steps

The contractor prequalification recommendation will be presented to the Fire and Police Committee at the January 20, 2026 meeting for record. It is anticipated the Village Board will be requested to confirm approval to go out to bid to the pre-qualified contractors at the January 27, 2026 Village Board meeting. Following Board action, contractors will be notified of their status.

The project design team is currently on track to release the bid documents to pre-qualified contractors in late January. The bid period is anticipated to be four weeks, with contract award anticipated in March 2026.

Conclusion

It is recommended Village Staff move forward with the contractor prequalification process as described above and work with CCS and the design team to complete the bidding documents for issuance.

Best Regards,

Christopher Giacalone

Christopher Giacalone
Owner Representative
CCS INTERNATIONAL, INC.



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	January 27, 2026
Agenda Item:	Consideration of a Resolution to Approve a Special Event Request from the Libertyville Civic Center Foundation for Libertyville Days 2026
Staff Recommendation:	Approve Resolution
Staff Contact:	Kelly A. Amidei, Village Administrator

Background: The Libertyville Civic Center Foundation (LCCF) has requested the use of Village property for the 2026 Libertyville Days Festival to be held on June 18-21, 2026.

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 20, 2026 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 18-21, 2026 subject to the conditions as detailed.

Attachments

1-Resolution

2-Application

RESOLUTION 26-R-

A RESOLUTION APPROVING LIBERTYVILLE DAYS, A SPECIAL EVENT LOCATED IN
COOK PARK, SUNRISE ROTARY PARK AND CHURCH STREET ON JUNE 18, 2026
THROUGH JUNE 21, 2026

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 18, 2026 through June 21, 2026 between the hours of 5:00 p.m. to 11:00 p.m. on Thursday, June 18th, and 10:00 a.m. to 12:00 a.m. on June 19th and 20th, and 12:00 p.m. to 6:00 p.m. on Sunday, June 21, 2026 (“*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 27th day of January, 2026.

AYES:

NAYS:

ABSENT:

APPROVED this 27th day of January, 2026.

Donna Johnson, Village President

ATTEST:

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
www.libciviccenter.org

January 9, 2026

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

REF: 2026 Libertyville Days Festivities

Dear Mayor Johnson, Village Trustees and Administrator Amidei,

President Walt Oakley of the Libertyville Civic Center Foundation requests that the Village grant approval to conduct the 2026 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 2025 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 2026 Libertyville Days is scheduled to begin this month, as it can require 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 2026 Libertyville Days Festival:

1. Village approval for the Libertyville Days dates of June 18-21, 2026.
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 16–Sunday, June 21, for additional carnival space and children's rides/amusements.
4. The use of the alley way between the property owned by St. Lawrence Church and Weppler 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 15 and the Police Dept. should block the alley way area by 8:00 p.m. Monday, June 15.

5. Blocking the entrance way into the Village parking garage off Church Street with two refuse-roll-off containers starting Monday, June 15 at 6:00 a.m.
6. Church Street between Brainerd Avenue and Milwaukee Avenue and Cook Street between Milwaukee Avenue and the Chase Bank entrance, must be closed by 8:00 p.m. on Monday, June 15. Public Works should drop off the barricades prior to 8:00 p.m. Monday, June 15 and the Police Dept. should block the road at 8:00 p.m. Monday, June 15. The setup will be like the 2025 event.
7. On Saturday, June 20, Milwaukee Avenue should be closed from 9:45 a.m. until approximately Noon for the parade. Additionally, Milwaukee Avenue should be posted no parking from 9 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. Close Lake Street beginning at 9:30 a.m. on Saturday, June 20, through the parade ending time for improved traffic and safety management.
9. 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 Thursday, June 18, 8 p.m. through Sunday, June 21, 4 p.m.
10. Use of Cook Mansion stairs and landing for family stage entertainment.
11. Close the commuter parking lot at the train station on Friday, June 19, 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 maps, 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 15, per mapped location.
4. Put up barricades at Train Station at 8:00 p.m. on Friday, June 19.

Public Works Department:

1. Clean streets after the festival.
2. Receive and place temporary barricades per mapped locations.
3. Set and remove concrete and/or water barricades at Milwaukee & Church and Milwaukee & Cook on Thursday, June 18, by 2 pm and remove on Sunday, June 21, by 5:30 pm.
4. 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.
5. Set and remove parade pedestrian barricades Saturday, June 20, for parade.
6. **Provide hydrant hook up at Sunrise Rotary Park for Carnival Company on Tuesday, June 16, 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 provides the Civic Center Foundation a certificate of the Village insurance coverage adding the Civic Center Foundation as additional insured.

A letter of permission will be obtained from each property owner where festival events may occur, along with a certificate of insurance as described above.

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 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, Bloody Mary's and Mai Tais.

The festival is designed to be a family event and will include activities and entertainment in support of this.

We will require 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 be considered from Milwaukee Avenue at the train station parking lot south to west Rockland Road and Garfield Avenue.

A representative from the Libertyville Days Committee will be available for the Village inspection and walk through on Thursday, June 18, at 1:00 pm.

We will provide prior notification to all the neighbors, on Broadway Street and Wright Court as well as businesses on Church Street, Cook Street and Milwaukee Avenue from Lake Street to Park Avenue.

We welcome participation by the Police and Fire Departments at the Libertyville Days Committee meetings held on the 3rd Thursday of the month at 6:00 p.m. at the Civic Center beginning in January of 2026.

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

enclosures

**LIBERTYVILLE CIVIC CENTER FOUNDATION, INC.
2026 LIBERTYVILLE DAYS FESTIVAL**

The hours of the 2026 Libertyville Days Festival will be:

Arts & Crafts:

Friday, June 19th	12:00 p.m. – 8:00 p.m.
Saturday, June 20th	10:00 a.m. – 8:00 p.m.
Sunday, June 21st	12:00 p.m. – 5:00 p.m.

Beer Garden:

Thursday, June 18th	5:00 p.m. – 11:30 p.m.
Friday, June 19th	4:00 p.m. – 12:00 a.m.
Saturday, June 20th	12:00 p.m. – 12:00 a.m. (after the parade)
Sunday, June 21st	12:00 p.m. – 6:00 p.m.

Carnival:

Thursday, June 18th	5:00 p.m. – 10:00 p.m.
Friday, June 19th	12:00 p.m. – 11:00 p.m.
Saturday, June 20th	12:00 p.m. – 11:00 p.m.
Sunday, June 21st	12:00 p.m. – 6:00 p.m.

Church Street Eats:

Thursday, June 18th	5:00 p.m. – 11:00 p.m.
Friday, June 19th	11:00 a.m. – 11:00 p.m.
Saturday, June 20th	11:00 a.m. – 11:00 p.m.
Sunday, June 21st	12:00 p.m. – 6:00 p.m.

Entertainment (Main Stage):

Thursday, June 18th	5:00 p.m. – 11:00 p.m.
Friday, June 19th	4:00 p.m. – 11:30 p.m.
Saturday, June 20th	12:00 p.m. – 11:30 p.m.
Sunday, June 21st	12:00 p.m. – 5:30 p.m.

Entertainment/Activities (Cook Park):

Thursday, June 18th	6:00 p.m.- 10:00 p.m.
Friday, June 19th	10:00 a.m. – 10:00 p.m.
Saturday, June 20th	10:00 a.m. – 10:00 p.m.
Sunday, June 21st	12:00 p.m. – 6:00 p.m.

Parade:

Saturday, June 20th	10:00 a.m. – 12:00 p.m.
---------------------------------------	--------------------------------

EVENT DATE(s): 6/18-21, 2026



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: [REDACTED] Cell Phone: [REDACTED]

Section 2: General Information

Event Date: 6/18-21/2026

Event time (please list for each date): Please see attached schedule

Set up date and time: Monday, 6/15/26 7 am - Thursday, 6/18/26 5 pm

EVENT DATE(s): 6/18-21, 2026

Dismantling/clean up date and time: Sun., 6/21/26 6 pm-Mon., 6/22/26 1 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:
123 W. Church St.

Private parking lot – Address:
Please attach letter of approval from property owner

Park – Please list park
Cook Park, Sunrise Rotary Park

Public streets – Please list street(s): West Church, Broadway to Park, West Cook to Chase

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 vending</u> <u>Music stage</u>

Purpose of the event:

Raise funds to support the Libertyville Civic Center Foudantion

General description of the event:

Festival

Admission fee for event: \$ n/a

List organizations receiving proceeds from admissions:
n/a

EVENT DATE(s): 6/18-21, 2026

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:
see attached letter

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: **social media, website, banners, posters & brochure**
 - Notification to residents (if disruption to roadways, noise, parking, etc.): **Broadway St. and Wright Ct.**
- 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: **40 Porter Dr., RLP, IL 60073**
Hauler Phone Number: **847.693.2700**

EVENT DATE(s): 6/18-21, 2026

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	W. Church	12 am June 16th	1 pm June 22nd
<input checked="" type="checkbox"/> Closure	<input type="checkbox"/> Parking	W. Cook	12 am June 16th	12 am June 22nd
<input checked="" type="checkbox"/> Closure	<input type="checkbox"/> Parking	Broadway	12 am June 16th	12 am June 22nd
<input checked="" type="checkbox"/> Closure	<input type="checkbox"/> Parking	Milwaukee Ave.	10 am June 20th	Noon June 20th
<input type="checkbox"/> Closure	<input checked="" type="checkbox"/> Parking	Church St. Lot	12 am June 16th	12 am June 22nd

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): 6/18-21, 2026

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 Libertyville Day (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.

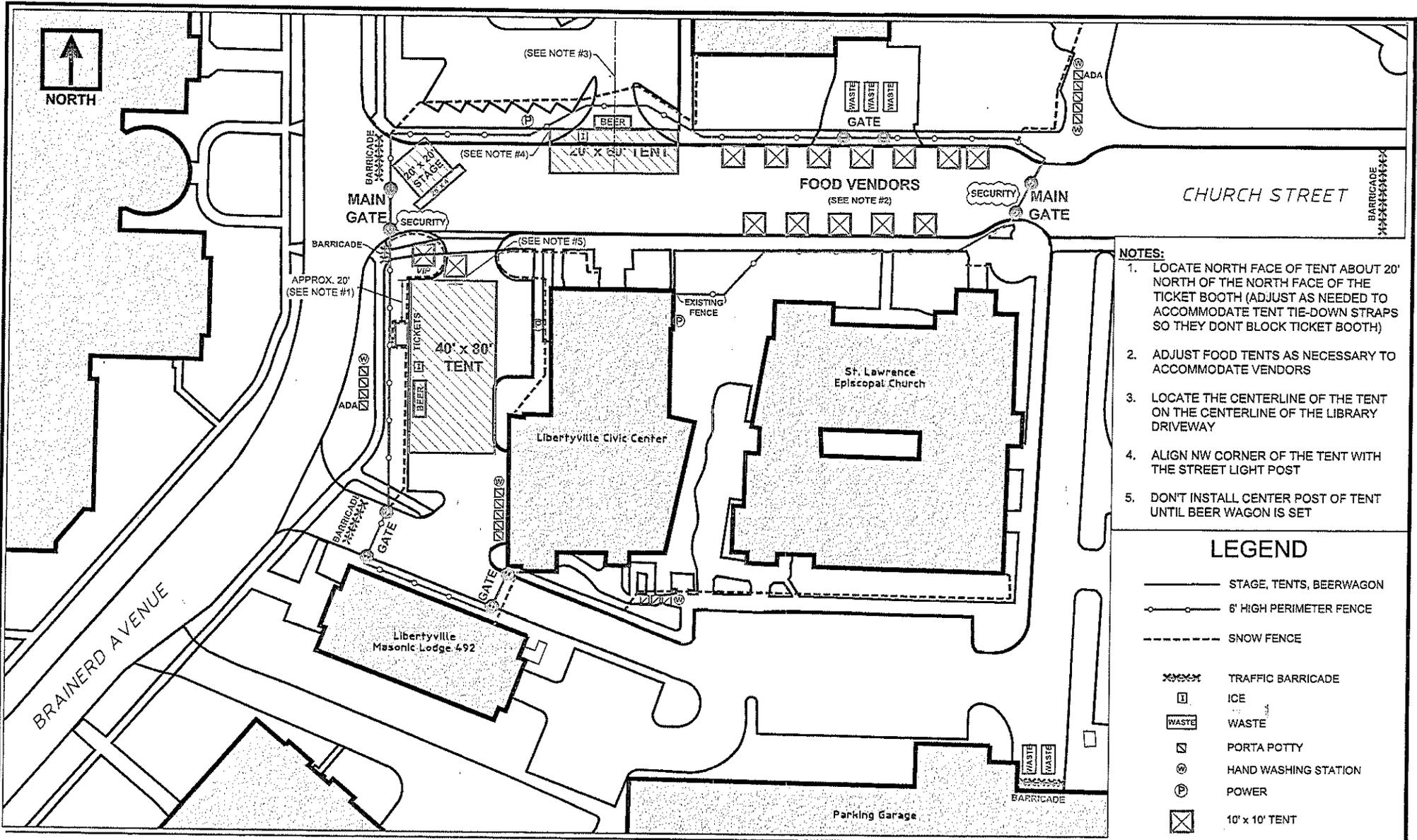
Agreed this _____ day of _____, 20__.

Walter Oakley
Signature

6/18/25
Date

Walter Oakley, President
Print name and title

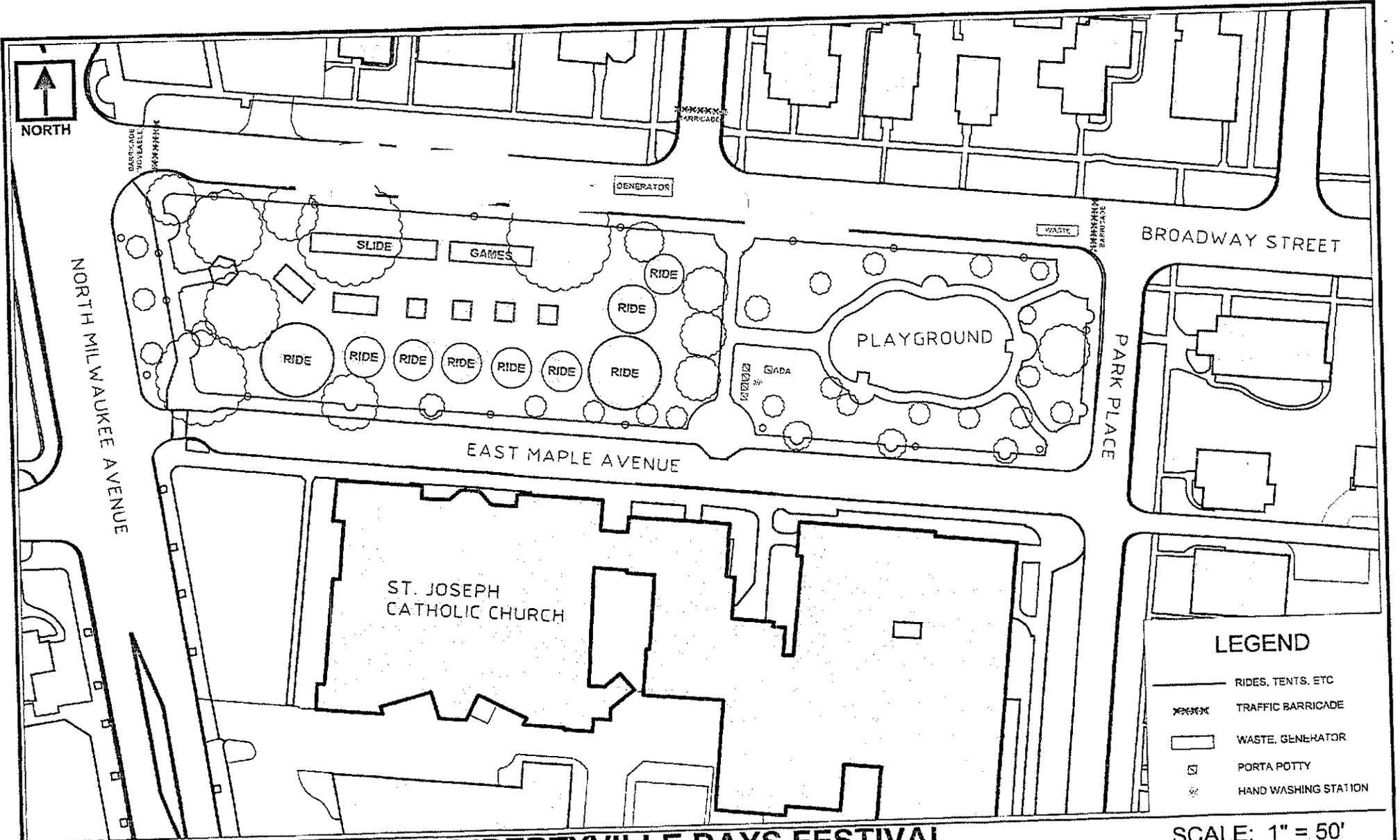
Libertyville Civic Center Foundation
Organization



- NOTES:**
1. LOCATE NORTH FACE OF TENT ABOUT 20' NORTH OF THE NORTH FACE OF THE TICKET BOOTH (ADJUST AS NEEDED TO ACCOMMODATE TENT TIE-DOWN STRAPS SO THEY DONT BLOCK TICKET BOOTH)
 2. ADJUST FOOD TENTS AS NECESSARY TO ACCOMMODATE VENDORS
 3. LOCATE THE CENTERLINE OF THE TENT ON THE CENTERLINE OF THE LIBRARY DRIVEWAY
 4. ALIGN NW CORNER OF THE TENT WITH THE STREET LIGHT POST
 5. DONT INSTALL CENTER POST OF TENT UNTIL BEER WAGON IS SET

LEGEND

- STAGE, TENTS, BEERWAGON
- 8' HIGH PERIMETER FENCE
- - - SNOW FENCE
- ⊗ TRAFFIC BARRICADE
- ☐ ICE
- ☐ WASTE
- ☐ PORTA POTTY
- ⊙ HAND WASHING STATION
- ⊙ POWER
- ⊗ 10' x 10' TENT



NORTH MILWAUKEE AVENUE

EAST MAPLE AVENUE

BROADWAY STREET

PARK PLACE

ST. JOSEPH
CATHOLIC CHURCH

GENERATOR

WASTE

SLIDE GAMES

PLAYGROUND

RIDE RIDE RIDE RIDE RIDE RIDE RIDE

RIDE

RIDE

RIDE

RIDE

RIDE

RIDE

RIDE

LEGEND

-  RIDES, TENTS, ETC
-  TRAFFIC BARRICADE
-  WASTE, GENERATOR
-  PORTA POTTY
-  HAND WASHING STATION

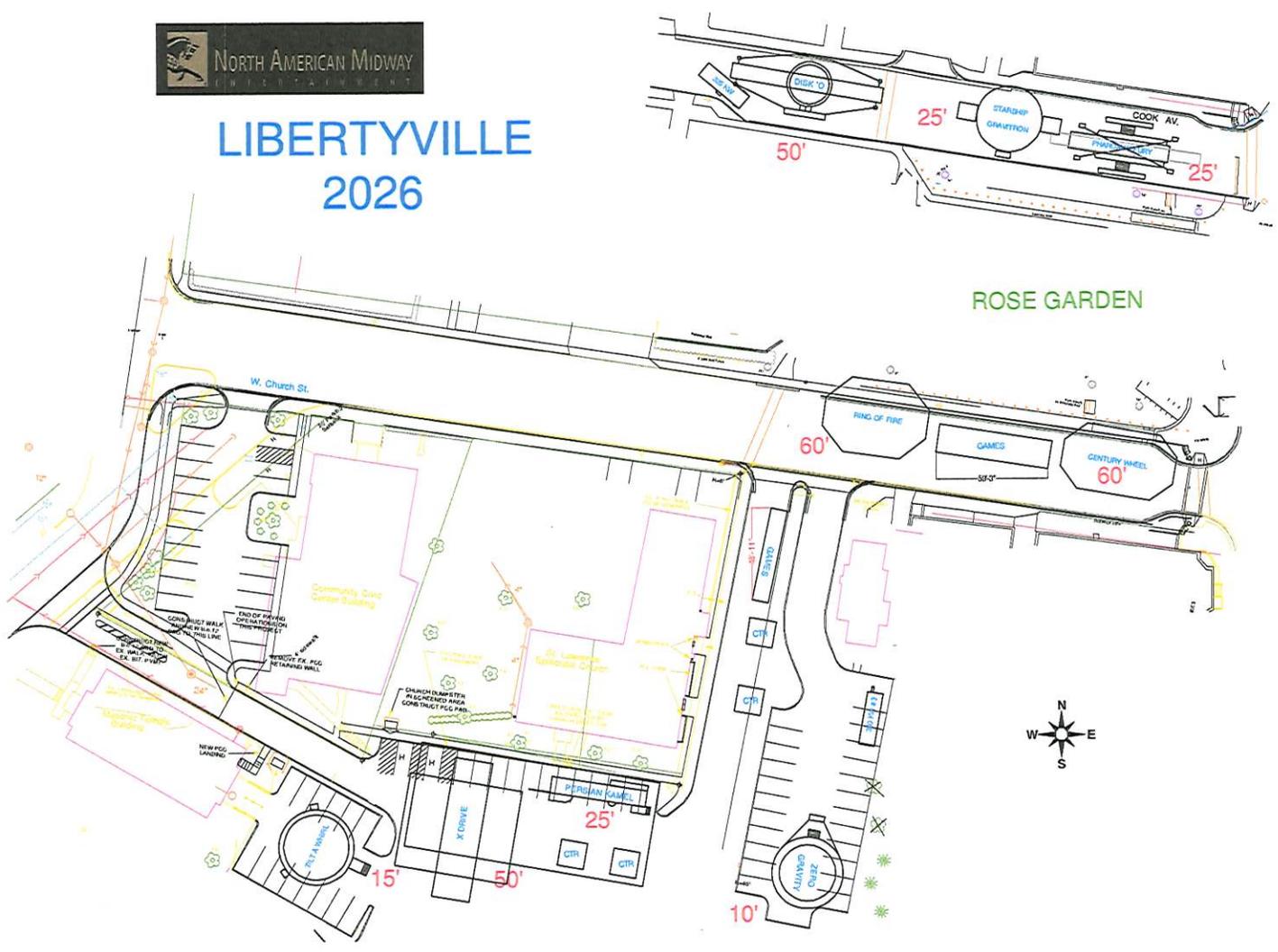
LIBERTYVILLE DAYS FESTIVAL
SUNRISE ROTARY PARK

SCALE: 1" = 50'
REV 05/03/23

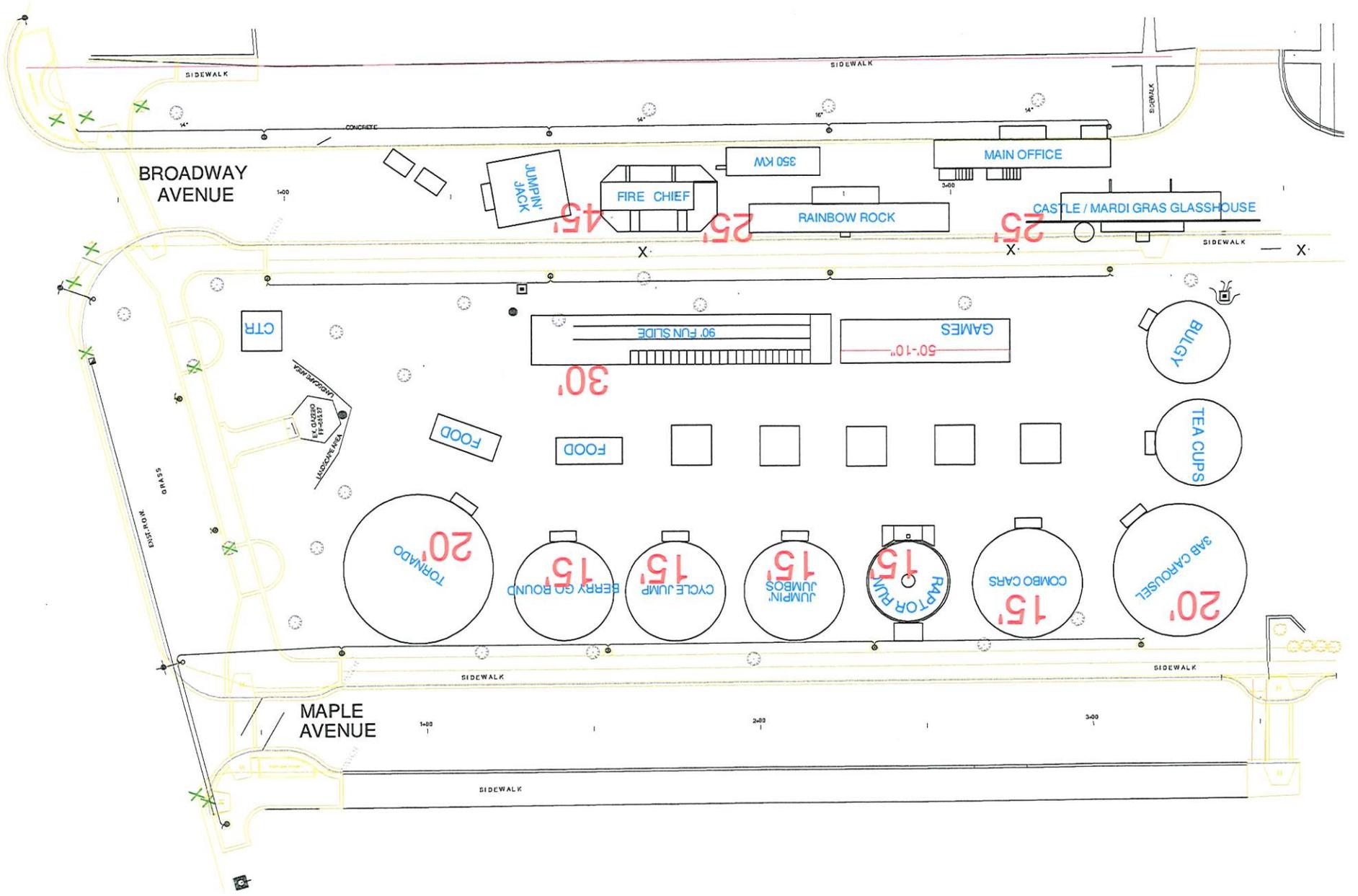




LIBERTYVILLE 2026



SUNRISE PARK 2026



EVENT DATE(s): 6/18-21, 2026

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: _____

Name of Organization: Libertyville Civic Center Foundation

Type of Event: Festival

Street Address: 135 W. Church St.

City, Zip: Libertyville / IL 60048

Phone: [REDACTED]

Applicant's Name: Anne Carlino

Applicant's Address: 135 W. Church St., Libertyville, IL 60048

Date of Event: 6/18-6/21/26

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

1-12-26
Date



Libertyville Civic Center Foundation – Libertyville Days Festival

January 9, 2026

Village of Libertyville
Kelly Amidei
Village Administrator
118 W. Cook St.
Libertyville, IL 60048

Dear Administrator Amidei:

The Libertyville Civic Center Foundation (LCCF) looks forward to hosting the 2026 Libertyville Days festival in downtown Libertyville from June 18th – June 21st, 2026. Setup will begin Monday, June 15th in the areas of Church St. and the parking lot west of the Civic Center building. Tents will be placed throughout festival grounds and will have electrical hookups for lighting and vending. In addition, the LCCF plans to host a raffle as part of the fundraising efforts. The LCCF has also requested that a promotional banner be displayed in Cook Park.

At this time, I am requesting that all permit fees be waived as this event is a fundraiser for the LCCF. Proceeds raised from this event will be put toward improving the Village owned Civic Center building.

If you have any questions or would like to discuss this request further, please feel free to contact me.

Sincerely,

Anne Carlino
Executive Director
Libertyville Civic Center Foundation
[REDACTED]



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	January 27, 2026
Agenda Item:	Consideration of a Resolution to Approve a Special Event – Dog Days of Summer 2026
Staff Recommendation:	Approve Resolution
Staff Contact:	Kelly A. Amidei, Village Administrator

Background: The Village received a request from the Knights of Columbus for the annual Dog Days of Summer event on July 10, 2026 through July 12, 2026. The Knights of Columbus requested the use of Church Street and a portion of Cook Park beginning at 7:00 a.m. on Thursday, July 10, 2026 for set up, through Sunday, July 12, 2026 for cleanup. The Knights of Columbus also requested to place a banner in Cook Park to promote their event.

The Knights of Columbus will obtain approval from Cook Memorial Library to close Church Street adjacent to their exit drive, utilize their waste corral for recycling and waste and has contacted St. Lawrence Church, Libertyville Civic Center, and Attorney Sean Weppeler to make sure that there are no conflicts on the day of the event. A meeting will also be held with Village Administration prior to the event to review the layout of the event activities. Village Staff will provide the fencing material so that volunteers can set up the fence in accordance with the approved event plan.

Attachments:

1. Resolutions
2. Special Events Application

RESOLUTION NO. 26-R-

A RESOLUTION APPROVING A SPECIAL EVENT IN COOK PARK AND CHURCH STREET ON JULY 10-12, 2026

WHEREAS, the Knights of Columbus ("*Applicant*") has filed an application with the Village to host a special event in Cook Park and Church Street on July 10-12, 2026 between the hours of 10:00 a.m. and 6:00 p.m. ("*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 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 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.

[SIGNATURE PAGE FOLLOWS]

PASSED this 27th day of January, 2026.

AYES:

NAYS:

ABSENT:

APPROVED this 27th day of January, 2026.

Donna Johnson, Village President

ATTEST:

Margaret Clark, Village Clerk

EXHIBIT A
AGREEMENT

EVENT DATE(s): July 10-12



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: Dog Days of Summer

Sponsoring Organization: Knights of Columbus 3674 (St Joseph Church)

Address: [REDACTED]

Phone: [REDACTED] Fax: N/A

Is this organization a certified non-profit organization? Yes No

Contact Person: Michael Lynn

Address: [REDACTED]

Daytime [REDACTED] [REDACTED]

Section 2: General Information

Event Date: July 10-12

Event time (please list for each date): Fri 12-7PM, Sat & Sun 10-5PM

Set up date and time: Thu 7AM Close Church St & Fire Dept pool fill 10AM

EVENT DATE(s): July 10-12

Dismantling/clean up date and time: Sun 3-6PM

(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): ~10,000

Section 3: Event Location

Please check all that apply

Public parking lot – Address:
356 Brainerd parking lot (use, but not closed)

Private parking lot – Address:
Please attach letter of approval from property owner

Park – Please list park
Cook Park

Public streets – Please list street(s): Church Street & St. Lawrence Alley

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 type="checkbox"/> Parade	<input checked="" type="checkbox"/> Sidewalk sale/business event
<input type="checkbox"/> Carnival/Circus	<input type="checkbox"/> Petting zoo	<input type="checkbox"/> Other:

Purpose of the event:

A summer festival celebrating dogs and their owners.

General description of the event:

Event starts up after Friday Lunch in the Park and runs to Sunday afternoon. Dock Dogs competition starts Friday afternoon and runs to Sunday PM. Vendors and Food

Admission fee for event: \$ 0

List organizations receiving proceeds from admissions:

St Joseph Food Pantry & Bed Building Ministry
Holy Family Soup Kitchen Waukegan
St Lawrence Church & Libertyville Senior Center
Lambs Farm
Friends of Fisher House (Veteran organization)
Lake County Right to Life

EVENT DATE(s): July 10-12

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:
Parade Fencing, Police Tape

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:** Village Signs, Mainstreet, Social Media
- Notification to residents (if disruption to roadways, noise, parking, etc.):**
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 North
Hauler Address: 40 Porter Dr. Round Lake Beach 60073
Hauler Phone Number: 847-693-2700

EVENT DATE(s): July 10-12

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 type="checkbox"/> Traffic Control	<input type="checkbox"/> Ambulance	<input checked="" type="checkbox"/> Barricades
<input type="checkbox"/> Crowd Control	<input type="checkbox"/> Fire suppression	<input checked="" type="checkbox"/> Cones
<input type="checkbox"/> Event Security	<input type="checkbox"/> Fire inspections	<input type="checkbox"/> Orange snow fencing
<input 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	Church St	7-9 Thu 7AM	7-12 Sun 6PM
<input checked="" type="checkbox"/> Closure	<input type="checkbox"/> Parking	St Lawrence Alle	7-9 Thu 7AM	7-12 Sun 6PM
<input type="checkbox"/> Closure	<input checked="" type="checkbox"/> Parking	Milwaukee Rd	7-10 Fri 10PM	7-12 Sun 6PM
<input type="checkbox"/> Closure	<input type="checkbox"/> Parking			
<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): July 10-12

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 July 9-12 (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 22 day of December, 2025.

Michael Lynn

Signature

12-22-25

Date

Michael Lynn

Print name and title

Knights of Columbus 3674

Organization

CLICK HERE TO SUBMIT FORM

BANNER APPLICATION AND REGULATIONS
FOR COOK PARK

Name of Organization: Knights of Columbus 3674

Type of Event: Dog Days of Summer Festival

Street [REDACTED]

[REDACTED] /

[REDACTED] /

Applicant's Name: Michael Lynn

Applicant's Address: [REDACTED]

Date of Event: _____

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

Initials: ML

Michael Lynn

12-20-25

Signature of Applicant

Date



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: January 27, 2026

Agenda Item: Consideration of an Ordinance Amending Chapter 10 of the Libertyville, Illinois Municipal Code Concerning the Imposition of Lift Assist Fees

Staff Recommendation: Approve Ordinance

Staff Contact: Michael Pakosta, Fire Chief

Background: The Libertyville Fire Department has historically increasing calls for lift assistance (lift assist) at nursing homes and assisted living facilities. In 2024 the Fire Department responded to 185 lift assist calls for service. 43% (80) of those calls occurred at 3 of the assisted living and nursing home facilities in the Fire Department’s response district. So far, in 2025, that number increased to over 230 through October. 40% (92) of those occurred at the same 3 senior facilities. This trend increases costs, diverts emergency personnel from potentially life-threatening emergencies, and increases municipal employer liability for injured municipal personnel.

Effective January 1, 2026, municipalities may enact regulations and impose fees to help deter nonemergency lift assist calls and recover associated costs. Public Act (P.A.) 104-0057, an initiative led by the Illinois Municipal League (IML), will give authority to all municipalities to assess a fee for lift assist calls. P.A. 104-0057 authorizes municipalities and fire protection districts to charge reasonable fees to assisted living and nursing home facilities for lift assist *services exceeding six occurrences within a calendar year*. These fees do not apply to private residences, independent senior living facilities, or emergency hospital transports. Additionally, the fees must not exceed the actual personnel and equipment costs incurred in providing the service.

Staff recommends the Village adopt the ordinance to bill for excessive lift assist calls for service at assisted living and nursing home facilities in the Village of Libertyville response area.

Attachments:

1. Ordinance
2. Fact Sheet

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 26-O-_____

AN ORDINANCE AMENDING CHAPTER 10 OF THE LIBERTYVILLE, ILLINOIS
MUNICIPAL CODE CONCERNING THE IMPOSITION OF LIFT ASSIST FEES

Adopted by the
President and Board of Trustees
of
the Village of Libertyville
Lake County, Illinois
this _____ day of _____, 2026.

Published in pamphlet form by direction
and authority of the Village of Libertyville
Lake County, Illinois
this _____ day of _____, 2026.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 26-O-_____

AN ORDINANCE AMENDING CHAPTER 10 OF THE LIBERTYVILLE, ILLINOIS
MUNICIPAL CODE CONCERNING THE IMPOSITION OF LIFT ASSIST FEES

WHEREAS, Section 1-2-1 of the Illinois Municipal Code, 65 ILCS 5/1-2-1, provides that the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and

WHEREAS, on August 1, 2025, Governor Pritzker signed into law Public Act 104-57, amending the Illinois Municipal Code to add a new Section 11-6-12, effective January 1, 2026, authorizing municipalities to enact regulations and impose fees to help deter nonemergency lift assist calls and to recover associated costs from assisted living facilities and nursing homes; and

WHEREAS, the Village President and Board of Trustees desire to amend the “Libertyville, Illinois Municipal Code”, as amended (“*Village Code*”) to impose nonemergency lift assist regulations and fees within the Village, in accordance with the authority set forth in 65 ILCS 5/11-6-12; 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, COUNTY OF LAKE, 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: Lift Assist Fees. Article II, titled “Fire Department,” of Chapter 10, titled “Fire Prevention and Control,” of the Village Code is hereby amended to add a new Section 10-31, titled “Lift Assist Fees,” to read as follows:

“Section 10-31. - Lift Assist Fees.

(a) **Definitions. For purposes of this Section 10-31, the following definitions shall apply unless the context clearly indicates or requires a different meaning:**

Assisted Living Facility means any facility licensed under the Assisted Living and Shared Housing Act, 210 ILCS 9/1, et seq., as well as any other residential setting that provides assisted-living services for remuneration to three or more persons who reside in such residential setting and are not related to the owner of the residential setting, including but not limited to (i) a Supportive Living Program participant that is regulated by the Illinois Department of Healthcare and Family Services, and (ii) unless expressly exempted in this Section 10-31, a home, an apartment, or other facility. Notwithstanding any other provision of this Code to the contrary, “assisted living facility” does not include an apartment or facility at which casual care is provided at irregular intervals, nor at which a competent person residing in such home, apartment or facility providing for or contracting for his or her own personal or professional services if no more than 50 percent of the persons residing in such home, apartment or facility receive such services.

Lift Assist Service means a response to an assisted living facility or nursing home facility by personnel of a fire department, an emergency response unit or a unit of another public safety department providing automatic or mutual aid to the Village in order to lift a patient or other individual from the individual's current position to a desired position. "Lift assist service" does not include lifting a patient or other individual during a response to a request for transportation to a health care facility such as a hospital or emergency room.

Nursing Home means a facility licensed under the Illinois Nursing Home Care Act, 210 ILCS 45/1, et seq., or a facility or long-term care facility at which medical care, nursing care, rehabilitation or related services and associated treatment are provided for a period of more than 24 consecutive hours to persons residing at such facility who are ill, injured or disabled.

(b) Imposition of Lift Assist Fee. For every lift assist service after the 6th lift assist service provided by Village Fire Department to an assisted living facility or nursing home facility in any calendar year , the facility must pay a fee to the Village in the amount set forth in the annual fee ordinance."

SECTION 3: Publication. The Village Clerk is hereby directed to publish this Ordinance in pamphlet form pursuant to the Statutes of the State of Illinois.

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

PASSED this _____ day of _____, 2026.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2026.

Donna Johnson, Village President

ATTEST:

Margaret Clark, Village Clerk



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: January 27, 2026

Agenda Item: Consideration of an Ordinance Amending the Annual Fee Ordinance Regarding Lift Assist Fees

Staff Recommendation: Approve Ordinance

Staff Contact: Michael Pakosta, Fire Chief

Background: Effective January 1, 2026, municipalities may enact regulations and impose fees to help deter nonemergency lift assist calls and recover associated costs. Public Act (P.A.) 104-0057, an initiative led by the Illinois Municipal League (IML), will give authority to all municipalities to assess a fee for lift assist calls. P.A. 104-0057 authorizes municipalities and fire protection districts to charge reasonable fees to assisted living and nursing home facilities for lift assist *services exceeding six occurrences within a calendar year*. These fees do not apply to private residences, independent senior living facilities, or emergency hospital transports. Additionally, the fees must not exceed the actual personnel and equipment costs incurred in providing the service.

The Village has decided to impose a fee on excessive nonemergency lift assist calls that occur at assisted living and nursing home facilities in the fire department's response area. An amendment to the fee ordinance is needed to add a fee for lift assists and will be effective February 1, 2026.

Staff recommends the Village adopt the ordinance to amend the current Village's fee ordinance.

Attachments:

1. Ordinance

VILLAGE OF LIBERTYVILLE

ORDINANCE 26-O-__

AN ORDINANCE AMENDING THE ANNUAL FEE ORDINANCE
REGARDING LIFT ASSIST FEES

Adopted by the
President and Board of Trustees
of
the Village of Libertyville
Lake County, Illinois
This __ day of ____, 2026.

Published in pamphlet form by
Direction and authority of the
Village of Libertyville
Lake County, Illinois
This __ day of ____, 2026.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 26-O-____

AN ORDINANCE AMENDING THE ANNUAL FEE ORDINANCE
REGARDING LIFT ASSIST FEES

WHEREAS, pursuant to Section 10-31 of the Libertyville, Illinois Municipal Code, as amended (“*Village Code*”), the Village imposes fees upon assisted living facilities or nursing home facilities in the Village, for every lift assist service after the 6th lift assist service provided to the facility in a calendar year rendered by Village Fire Department (“*Lift Assist Fees*”); and

WHEREAS, the President and Board of Trustees desire to amend Exhibit A of Ordinance No. 25-O-34 (“*Annual Fee Ordinance*”) to establish the amount of the Lift Assist Fees effective February 1, 2026; 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 Annual Fee Ordinance 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: Annual Fee Ordinance. Exhibit A of the Annual Fee Ordinance is hereby amended further as follows:

“FIRE DEPARTMENT	
*	*
<u>Annual Lift Assist Fees</u>	
<u>First through sixth visit</u>	<u>No Charge</u>
<u>Seventh through fifteenth visit</u>	<u>250.00</u>
<u>Sixteenth and every subsequent visit</u>	<u>500.00</u>
*	*

SECTION 3: Publication. The Village Clerk is hereby directed to publish this Ordinance in pamphlet form pursuant to the Statutes of the State of Illinois.

SECTION 4: 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 _____, 2026.

AYES:

NAYS:

ABSENT:

APPROVED this ___ day of _____, 2026.

Donna Johnson, Village President

ATTEST:

Margaret Clark, Village Clerk



PETITIONS AND COMMUNICATIONS
January 27, 2026

The Parks and Recreation Committee will meet at 6:00 p.m. on Tuesday, February 3, 2026.

The Plan Commission will meet at 7:00 p.m. on Monday, February 9, 2026.

The Zoning Board of Appeals will meet at 7:00 p.m. on Monday, February 9, 2026.

The Village Board will meet at 7:00 p.m. on Tuesday, February 10, 2026.

**All meetings will take place at the Village Hall unless otherwise noted.*