



BOARD OF TRUSTEES VILLAGE BOARD MEETING

Tuesday, February 09, 2021 at 8:00 PM

Electronically through GoToMeeting Phone #: (786) 535- 3211 and Access Code: 533 220 173

ADA NOTICE

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

AGENDA

VIRTUAL MEETING NOTICE

Note: Meeting Conducted Virtually Due to Governor's Executive Orders #2020-10, 18, 32, 44 & 48 Pursuant to the Open Meetings Act, as amended by Public Act 100-0640, the mayor of the Village of Libertyville, as the head of the public body, has decided that an in-person meeting is not practical or prudent because of disaster.

Due to public health concerns this meeting will be conducted virtually.

Please join my meeting from your computer, tablet, or smartphone.

<https://global.gotomeeting.com/join/533220173>

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Access Code: 533- 220- 173

Roll Call

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

Omnibus Vote Agenda

- [1.](#) Approval of the January 26, 2021 Minutes
- [2.](#) Bills for Approval
- [3.](#) Consideration of a Resolution to Approve an Amended PACE Dial-A-Ride Agreement
- [4.](#) Consideration of a Resolution to Approve a Professional Services Agreement for Downtown Area Parking Lot Improvements
- [5.](#) Consideration of a Resolution to Approve a Water Main Easement Agreement with Community High School District 128 for the 2020 Watermain Replacement Program
- [6.](#) Consideration of a Resolution to Approve a Contract Renewal with Integrated Lakes Management, Inc. for the Annual Lake & Pond Management Program
- [7.](#) Consideration of a Resolution to Approve a Raffle License – St. Vincent De Paul Archdiocese of Chicago
- [8.](#) Consideration of a Resolution for a Raffle License – Libertyville Sunrise Rotary

[9.](#) Consideration of a Resolution to Approve a Storm Sewer and Drainage Easement at 1104 New Castle Drive

[10.](#) Consideration of a Resolution for a Fee Waiver for Community High School District 128

Regular Agenda

[11.](#) Request for a Major Adjustment to the Planned Development Final Plan – AGSCO Corporation, Applicant - 1755 N. Butterfield Road

[12.](#) Consideration of a Resolution to Approve a Master Pole Attachment Agreement between the Village of Libertyville and New Cingular Wireless

[13.](#) Consideration of a Resolution to Approve a Request for a Special Event – Festival of the Arts

[14.](#) Consideration of a Resolution to Approve a Professional Services Agreement for the Annual Water Main Replacement Program

[15.](#) Consideration of a Resolution to Reject Construction Bids for the Digester Leak Repair and Air Pipe Painting Project at the Wastewater Treatment Plant

[16.](#) Consideration of a Resolution to Reject Construction Bids for the Chemical Line Replacement Project at the Wastewater Treatment Plant

[17.](#) Consideration of a Resolution to Approve a new Contract for Alarm Monitoring Services with Fire and Security Systems

[18.](#) Consideration of an Ordinance to Amend the Fee Ordinance - Alarm Fees

Village Administrator Update

Petitions and Communications

[19.](#) Meeting Schedule

Executive Session

Adjournment

VILLAGE OF LIBERTYVILLE
BOARD OF TRUSTEES
January 26, 2021

Please note that the Meeting was Conducted Virtually due to Governor's Executive Orders #2020-10, 18, 32, 44, and 48.

President Weppler noted that the Disaster Declaration is still in effect and will be until the next Village Board Meeting.

President Weppler called to order a virtual meeting of the Board of Trustees at 8:00 p.m. Those present were: President Terry Weppler, Trustees Donna Johnson, Richard Moras, Jay Justice, Scott Adams, Peter Garrity, and Patrick Carey.

Employee Recognition

President Weppler recognized and congratulated Thomas Evans on his 20-year Anniversary of Employment with the Village of Libertyville.

ITEMS NOT ON THE AGENDA

President Weppler asked if anyone had anything to bring before the Village Board that was not already listed on the agenda. There were no items.

OMNIBUS VOTE AGENDA

President Weppler introduced the Omnibus Vote Agenda and asked if there were any items to be removed for separate discussion.

Omnibus Vote Agenda

- A. Minutes of the January 12, 2021 Village Board Meeting
- B. Bills for Approval
- C. **ORDINANCE NO. 21-O-02:** An Ordinance Vacating a Portion of an Unimproved Alley – 624 Meadow Lane
- D. **ORDINANCE NO. 21-O-03:** An Ordinance to Reduce the Number of Class B Liquor Licenses

Trustee Johnson moved 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. Trustee Moras seconded. President Weppler asked for further Board or public comment and there was none. The motion carried on roll call vote as follows:

AYES: Trustees Johnson, Moras, Justice, Adams, Garrity, and Carey

NAYS: None

RESOLUTION NO. 21-R-02: A Resolution to Approve a Request from the Libertyville Civic Center for Libertyville Days

President Weppler explained that the Libertyville Civic Center Foundation (LCCF) requested the use of Village property for the 2021 Libertyville Days Festival to be held on June 17-20, 2021 (with an alternate date of August 12-15, 2021).

Staff reviewed the application and recommended 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 19, 2021 (August 14, 2021 alternate date) will begin operation after the parade has passed the carnival area.
- Parade fencing will be provided in the downtown prior to the parade.
- 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 restore 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 Parks and Recreation Committee recommended at their January 5, 2021 meeting that the event be approved with an alternate August date. Staff recommended Village Board approval of the Resolution for use of Village property and approval of the special event application for the event from June 17-20, 2021 (with an alternate date of August 12-15, 2021) subject to the conditions as detailed. Due to the current mitigations of the Restore Illinois plan for the current pandemic it is recommended all events are approved conditional on any potential restrictions at the time of the event being implemented. President Weppler asked for questions and comments.

Daniel Love representing the LCCF stated that he was happy to see the event reinstated. Responding to Trustee Johnson regarding concerns, Fire Chief Carani stated that the Fire Department would be handling Health and Safety for the event.

Trustee Johnson moved to approve the resolution to approve a Special Event Request from the Libertyville Civic Center Foundation for Libertyville Days 2021. Trustee Carey seconded, and the motion carried on roll call vote as follows:

AYES: Trustees Johnson, Moras, Justice, Adams, Garrity, and Carey

NAYS: None

RESOLUTION NO. 21-R-03: A Resolution to Approve a Request for a Special Event - Dog Days of Summer

President Wepler reported that the Village received a request from the Knights of Columbus for the annual Dog Days of Summer event on July 8, 2021 through July 11, 2021. The Knights of Columbus requested the use of Church Street and a portion of Cook Park beginning at 8:00 a.m. on Friday, July 8, 2021 for set up, through Sunday, July 11, 2021 for cleanup. The Knights of Columbus also requested to place a banner in Cook Park.

The Knights of Columbus has obtained approval from Cook Memorial Library to close Church Street adjacent to their exit drive, and contacted St. Lawrence Church, Libertyville Civic Center, and Attorney Sean Wepler to make sure that there are no conflicts on the day of the event. Village Staff will provide the fencing material so that volunteers can set up the fence in accordance with the approved event plan.

Due to the current mitigations of the Restore Illinois plan for the current pandemic, it is recommended all events are approved conditional on any potential restrictions at the time of the event being implemented. President Wepler asked for questions and comments and there were none.

Trustee Johnson moved to approve the resolution approving a Special Event – Dog Days of Summer. Trustee Moras seconded. President Wepler asked for further Board or public comment and there were none. The motion carried on roll call vote as follows:

AYES: Trustees Johnson, Moras, Justice, Adams, Garrity, and Carey

NAYS: None

RESOLUTION NO. 21-R-04: A Resolution to Approve a Request for Special Events – MainStreet Libertyville

President Wepler presented a list of event applications from MainStreet Libertyville Inc. (MSL) requesting Village Board approval for their Calendar Year 2021 annual events. The list of events included:

- Car Fun on 21
 - May 19, June 16, July 21, August 18, September 15 – 6-9 p.m.
- Historic Home Tour
 - September 18, 9:30 a.m. to 2:30 p.m.
- Farmer’s Market
 - Thursdays, June 3 through October 21, 2021, 7:00 a.m. to 1:00 p.m.
- Lunch in the Park

- Fridays, June 25 through August 21, 2021, 11:00 a.m. to 2:00 p.m.
- MainStreet Dessert Walk
 - August 7, 2021, 12:00 p.m. to 3:00 p.m.
- Dickens of a Holiday
 - December 4 and December 11, 2021, 10:00 a.m. to 3:00 p.m.
- Summer Style Weekend (new this year)
 - June 26, 2021, 10:00 a.m. to 5:00 p.m.
- First Fridays on Main Street
 - March 5, April 2, May 7, June 4, July 2, August 6, Sept. 3, Oct. 1, Nov. 5, Dec. 3 6:00 p.m. to 9:00 p.m.
- Let's Wine About Winter
 - April 17, 2021, 1:00 p.m. to 4:00 p.m.
- Sidewalk Sales
 - July 16 and 17, 2021
- Twilight Shuffle 5K Run
 - September 5, 2021, 5:00 p.m.
- Small Business Saturday
 - November 27, 2021, 10:00 a.m. to 5:00 p.m.
- Trick or Treat on Main Street
 - October 29, 2021, 11:00 a.m. to 2:00 p.m.

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. Due to the current mitigations of the Restore Illinois plan for the current pandemic it is recommended all events are approved conditional on any potential restrictions at the time of the event being implemented.

The request for increased garbage collection for MainStreet events will also have to be discussed as the events grow closer. Due to changes in the use of Cook Park as a result of Restore Illinois mitigations, staff recommended the most efficient option be used to optimize its resources and is willing to have a discussion with MainStreet Libertyville about collections. It was recommended these discussions be had prior to summer season events.

Staff recommended approval of the resolution approving the MainStreet Libertyville 2021 Special Events with the conditions related to the pandemic and garbage removal. President Wepler asked for questions and comments.

Jennifer Johnson of MainStreet explained that a new event, Summer Style Weekend, involves a fashion show featuring local boutiques. President Wepler thanked MainStreet personnel and all volunteers for their hard work.

The Board questioned the Let's Wine About Winter event, noting issues with participants being outside of stores, the speed of alcohol consumption, the lack of food served with the wine, and the possibility of walking between stores while carrying wine. Jennifer Johnson stated that she would take concerns to the committee planning the event. Administrator

Amidei noted that the events would be reviewed in accordance with Restore Illinois parameters.

Trustee Adams moved to approve the resolution approving a Request for Special Events – MainStreet Libertyville. Trustee Garrity seconded. President Weppler asked for further Board or public comment and there was none. The motion carried on roll call vote as follows:

AYES: Trustees Johnson, Moras, Justice, Adams, Garrity, and Carey

NAYS: None

RESOLUTION NO. 21-R-05: A Resolution to Purchase a Replacement Fire Apparatus

President Weppler noted that in the 2020-2021 Capital Vehicle Replacement Fund, approval was given to replace a Fire Department Pumper. However, due to financial constraints which occurred because of the COVID Pandemic, the purchase was deferred to a later fiscal year. The 2021-2022 Capital Replacement Fund includes again allocated funds for this replacement in the amount of \$690,000. The new Pumper will replace a 2008 Quint which the Department and Fleet Services are recommending be replaced early due to ongoing maintenance issues and costs.

Staff recommended approval of the replacement Pumper prior to the start of the May 1, 2021 budget cycle in order to begin the twelve (12) month construction process and of the new Pumper and to avoid the calendar year 2021 3% (\$20,385) manufacturer cost increase. No funds are due until the vehicle is completed unless the Village wants to take advantage of any prepayment discounts. It was staff's intent to recommend a prepayment discount to the Village Board after May 1, 2021.

The Village is a member of the national Houston-Galveston Area Council (HGAC) Cooperative Purchasing Group for Government Purchasing. The current Pumper replacement uses the HGAC Cooperative Purchasing base price bid for a Pierce, Enforcer chassis.

Using the base pricing from the above-referenced contract, the Fire Department has secured a proposal from MacQueen Emergency, the local authorized dealer for Pierce under the joint purchasing contract. The apparatus being recommended for construction is a Pierce Enforcer Pumper with a 1500 GPM pump and 750-gallon water tank for a total cost of \$679,500.00.

Pierce fire apparatus is the Department's first choice for fire apparatus. The Fire Department and Fleet Services staff are very happy with the quality product Pierce manufactures. Our experience with Pierce has demonstrated that their product has superior quality, reliability, and an excellent warranty service. Fire and Fleet Services staff recommended this apparatus be purchased from Pierce in order to keep consistency in parts, electronics, service, training, and vehicle familiarity with respect to driving, pump operations and configuration of instruments.

Staff recommended the Village Board authorize the purchase of a new Pierce Pumper through MacQueen Emergency in the amount of \$679,500.00 utilizing the joint purchasing contract secured by HGAC. President Weppler asked for Board and public questions and comments.

Fire Chief Carani noted that the 2008 Quint had been moved to Station 3, and Staff was currently getting an appraisal on the apparatus. Trustee Johnson stated that the Quint's design does not fit with Fire Department uses, and the Fire Chief agreed.

Trustee Carey moved to approve the resolution authorizing the purchase of Pumper from Pierce Manufacturing in the amount of \$679,500.00. Trustee Moras seconded. President Wepler asked for further Board or public comment and there was none. The motion carried on roll call vote as follows:

AYES: Trustees Johnson, Moras, Justice, Adams, Garrity, and Carey
 NAYS: None

RESOLUTION NO. 21-R-06: A Resolution to Approve a Contract Renewal with Fleck's Landscaping for Part A of the Annual Contractual Landscaping and Mowing

President Wepler explained that the Village awarded a contract for Part A of the Annual Contractual Landscaping and Mowing Program to Fleck's Landscaping on January 14, 2020 with the passage of Resolution 20-R-06. The initial low bidder, Beary Landscape Management, was deemed unresponsive due to numerous bidding irregularities. The contracted work included weekly site visits composed of mowing, weed control, fertilizer applications, flower planting, mulching and fall leaf cleanup. The contract contained pricing for five years and a renewal clause for up to four additional years. Public Works staff recommended renewing the contract for the first of four possible additional years with Fleck's Landscaping based upon their responsiveness and successful work completed to date.

The list of the work locations and associated costs are included. The total recommended contract renewal amount proposed is \$51,389, a 0% increase. This work will occur in Fiscal Year (FY) 2021/22 and sufficient funds will be proposed in the Annual Budget for these expenditures.

Staff recommended approval of the resolution to approve the contract renewal with Fleck's Landscaping for Part A of the Annual Contractual Landscaping & Mowing Program in the amount of \$51,389 and authorized execution of the renewal by the Village Administrator, subject to the appropriation of funds in the FY 2021/22 Annual Budget. President Wepler then asked for questions and comments. Director of Public Works Paul Kendzior stated that the contract is more cost effective than using Village Staff.

Trustee Johnson moved to approve the resolution approving a Contract Renewal with Fleck's Landscaping for Part A of the Annual Contractual Landscaping and Mowing Program. Trustee Moras seconded. President Wepler asked for further Board or public comment and there was none. The motion carried on roll call vote as follows:

AYES: Trustees Johnson, Moras, Justice, Adams, Garrity, and Carey
 NAYS: None

RESOLUTION NO. 21-R-07: A Resolution to Approve a Contract Renewal Buhrman Design Group, Inc, for Part B of the Annual Contractual Landscape & Program

President Wepler explained that the Village awarded a contract for Part B of the Annual Contractual Landscaping and Mowing Program to Buhrman Design Group, Inc. on January 14, 2020 with the passage of Resolution 20-R-7. The contracted work involves larger areas (parks, detention basins, commuter lots, etc.) and includes weekly site visits composed of mowing, weed control, fertilizer, flower planting, mulching and fall leaf cleanup. The contract contained pricing for five years and a renewal clause for up to four additional years. Public Works staff recommended renewing the contract for the first of four possible additional years with Buhrman Design Group, Inc. based upon their responsiveness and successfully completing the work to date.

The list of the work locations and associated costs are included. The total recommended contract renewal amount proposed is \$366,804, a 2% increase. This work will occur in Fiscal Year (FY) 2021/22 and sufficient funds would be proposed in the Annual Budget for these expenditures.

Staff recommended approval of the resolution to approve the contract renewal with Buhrman Design Group, Inc. for Part B of the Annual Contractual Landscaping & Mowing Program in the amount of \$366,804 and authorize execution of the renewal by the Village Administrator, subject to the appropriation of funds in the FY 2021/22 Annual Budget. President Wepler asked for questions and comments.

Trustee Justice stated that he had concerns with the Buhrman Design Group, noting that they did not live up to their contract. President Wepler stated that they did a good job at Riverside Park. Lance Buhrman stated that his company had been performing in the Village for seven years and they had worked over and above to perform their service. Trustee Justice stated that he wanted the work to be monitored. Resident Gary Franzen noted that the Buhrman Group had been doing a phenomenal job, and he stated the necessity to hire locally as often as possible.

Trustee Adams moved to approve the resolution approving a Contract Renewal with Buhrman Design Group, Inc. for Part B of the Annual Contractual Landscaping & Mowing Program. Trustee Johnson seconded. President Wepler asked for further Board or public comment and there was none. The motion carried on roll call vote as follows:

AYES: Trustees Johnson, Moras, Justice, Adams, Garrity, and Carey

NAYS: None

RESOLUTION NO. 21-R-08: A Resolution to Reject the Initial Year 1 Low Bid and Approve A contract with Tallgrass Restoration, LLC for the Butler Lake, Paradise, and Riverside Parks Shoreline Plant Maintenance Work

President Wepler explained that each year the Village contracts for various maintenance services for lake and pond shorelines and native area restorations at Butler Lake, Paradise Park and Riverside Parks. The contracted work included numerous site visits for weed control, native seed installation, cattail treatments and prescribed burns.

Staff solicited competitive contractor bids for three years of pricing and received nine responses at the bid opening held on December 10, 2020. The lowest first year bid was received from Cardinal State, LLC in the amount of \$23,734. However, the three-year overall pricing from Cardinal State, LLC totals \$73,184, which was higher than the overall three-year pricing from Tallgrass Restoration, LLC, amounts to \$65,427. The bid summary is below and the bid tabulation is attached for further detailed information. Tallgrass Restoration, LLC submitted the lowest overall three-year pricing and is therefore the lowest responsive bidder.

Contractor	2021 Bid	2022 Bid	2023 Bid	Total
Cardinal State, LLC	\$23,734	\$24,525	\$24,925	\$73,184
Davey Resource Group, Inc.	\$28,443	\$29,231	\$29,303	\$86,977
V3 Companies, Ltd.	\$28,635	\$29,210	\$29,800	\$87,645
Tallgrass Restoration, LLC	\$24,689	\$20,489	\$20,249	\$65,427
Native Restoration Services, Inc.	\$36,881	\$33,251	\$33,251	\$103,383
McGinty Bros., Inc	\$42,980	\$24,560	\$24,560	\$92,100
Pizzo & Associates, Ltd.	\$56,645	\$57,785	\$58,945	\$173,375
Bluestem Ecological Services	\$61,340	\$61,340	\$61,340	\$184,020
Encap, Inc.	\$108,250	\$111,497.50	\$114,822	\$334,569.50

A check of the provided references for previously completed work indicated Tallgrass Restoration, LLC to be a very competent contractor. There are sufficient funds proposed in the Draft F/Y 2021/22 Annual Budget in the Park Improvement Fund for the proposed lake and pond shoreline maintenance work.

Staff recommended adoption of the resolution to award the contract for year 1 of the Butler Lake, Paradise & Riverside Park Shoreline Plant Maintenance work to Tallgrass Restoration, LLC in the total amount of \$24,689, subject to the appropriation of the necessary funds in the FY 2021/22 Draft Annual Budget, and authorize execution of the contract by the Village Administrator. President Wepler asked for questions and comments.

Responding to Trustee questions, Director Kendzior noted that if the Village is not satisfied with the work, the project would be rebid. He added that all work would be completed at the cost provided.

Trustee Garrity moved to approve the resolution approving a contract with Tallgrass Restoration, LLC for the Butler Lake, Paradise, and Riverside Parks Shoreline Plant Maintenance Work. Trustee Johnson seconded. President Wepler asked for further Board or public comment and there was none. The motion carried on roll call vote as follows:

AYES: Trustees Johnson, Moras, Justice, Adams, Garrity, and Carey

NAYS: None

PETITIONS AND COMMUNICATIONS

President Wepler announced the following:

- A Town Hall meeting will be held virtually at 7:00 p.m. on Thursday, January 28, 2021 to discuss the Stormwater Utility Fee
- The Parks and Recreation Committee will meet virtually at 6:00 p.m. on Tuesday, February 2, 2021
- The Human Relations Commission will meet virtually at 5:00 p.m. on Wednesday, February 3, 2021
- The Zoning Board of Appeals will meet virtually at 7:00 p.m. on Monday, February 8, 2021
- The Water and Sewer Committee will not meet on Tuesday, February 9, 2021
- The Village Board will meet virtually at 8:00 p.m. on Tuesday, February 9, 2021
- A virtual Town Hall meeting will be held at 7:00 p.m. on Thursday, February 11, 2021 to discuss the Stormwater Utility Fee

President Wepler thanked Public Works Staff for the great job performed with the first snow event.

EXECUTIVE SESSION

Closed Session Minutes, Review [5 ILCS 120/2(c)(21)]

Real Estate: Setting Price for Sale/Lease [5 ILCS 120/2(c)(6)]

President Wepler noted the need for the Board to meet in Executive Session. Trustee Johnson moved to go into Executive Session at 8:58 p.m. Trustee Moras seconded. The motion carried on roll call vote as follows:

AYES: Trustees Johnson, Moras, Justice, Adams, Garrity, and Carey

NAYS: None

ADJOURNMENT

The Board returned to the regular meeting at 9:38 p.m., and with no further business to come before Village Board, Trustee Carey moved to adjourn, and Trustee Garrity seconded. The motion carried on roll call vote as follows:

AYES: Trustees Johnson, Moras, Justice, Adams, Garrity, and Carey

NAYS: None

Respectfully submitted,

Sally A. Kowal
Village Clerk



Libertyville
spirit of independence

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: February 9, 2021

Agenda Item: **Approval of Attached Bills**

Staff Recommendation: Approve Payment

Staff Contact: Nicholas A. Mostardo, Director of Finance

Summary of Funds

General Fund	\$255,115.81
Commuter Parking Fund	4,821.37
Concord Special Service Area	684.92
Foreign Fire Insurance Tax	4,158.09
General Bond & Interest	0.00
Hotel/Motel Tax Fund	18,878.66
Impact Fee Fund	0.00
Libertyville Sports/Comp	18,260.41
Motor Fuel Tax Fund	0.00
Park Improvement Fund	0.00
Project Fund	905.66
Public Building Improvement Fund	60,019.81
Road Bond Fund	0.00
Stormwater Sewer Fund	7,963.66
Tax Increment Finance District	0.00
Technology Equipment/Replacement Service Fund	39,997.39
Timber Creek Special Service Area	454.66
Utility Fund	320,603.13
Vehicle Maintenance/Replacement Fund	34,650.05
Total - Accounts Payable	766,513.62
Total - Payroll 2/5/21	
(Salaries & Employer Paid Benefits)	809,359.64
Grand Total	\$1,575,873.26

The payment of the above listed funds has been approved by the Village Board of Trustees at a meeting held on February 9, 2021 and you are hereby authorized to pay them from the appropriate budgets.

Terry L. Wepler, Mayor

Attest:

Sally A. Kowal, Village Clerk

Item #2.

JOURNALIZED
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 01 GENERAL FUND					
Dept 0000 GENERAL					
01-0000-0-155000	POSTAGE HOLDING A/C	QUADIENT FINANCE USA, IN	POSTAGE ACCT #7900044062146018	2,000.00	
01-0000-0-403016	EYE INSURANCE	FIDELITY SECURITY LIFE I	EYE INS COVERAGE 2/21	321.97	
01-0000-0-450000	BB-20-0249 - PB-20-0895	ABSOLUTE CONSTRUCTION IN	BD Bond Refund	500.00	
01-0000-0-450000	BB-20-0223 - PB-20-0822	BROBERTS CONSTRUCTION	BD Bond Refund	500.00	
01-0000-0-450000	BB-20-0179 - PB-20-0634	BUILD CORPS	BD Bond Refund	1,500.00	
01-0000-0-450000	BB-20-0276 - PB-20-0941	HILLTOP LLC	BD Bond Refund	1,500.00	
01-0000-0-450000	BB-20-0158 - PB-20-0539	PERFECT CONCEPT CONSTRUC	BD Bond Refund	500.00	
01-0000-0-450000	BB-20-0191 - PB-20-0684	QUINTESSENTIAL RENOVATIO	BD Bond Refund	1,500.00	
01-0000-0-450000	BB-20-0190 - PB-20-0688	REGENCY HOME REMODELING	BD Bond Refund	500.00	
01-0000-0-450000	BB-20-0178 - PB-20-0635	REVEAL GROUP	BD Bond Refund	1,500.00	
01-0000-0-450000	BB-20-0155 - PB-20-0519	ROBBINS, JOHN & ANNE	BD Bond Refund	1,500.00	
01-0000-0-450000	BESO-19-0007 - PENG-19-0182	RTO PROPERTY	BD Bond Refund	2,500.00	
01-0000-0-450000	BB-20-0224 - PB-20-0825	SACHNOFF, STEVEN & JILL	BD Bond Refund	500.00	
01-0000-0-450000	BEC-19-0002 - PENG-19-0013	SELECT HOME PROPERTIES 1	BD Bond Refund	1,500.00	
01-0000-0-450000	DEPOSITS REFUNDABLE	VISU-SEWER OF ILLINOIS L	HYDRANT BOND RELEASE	1,500.00	
01-0000-5-643000	AMBULANCE FEES	BLUE CROSS BLUE SHIELD I	REFUND-MEMBERSHIP NOT IN FORCE WHEN S	622.48	
01-0000-5-643000	AMBULANCE FEES	BLUE CROSS BLUE SHIELD I	AMB OVERPAYMENT	929.20	
Total For Dept 0000 GENERAL				19,373.65	
Dept 0100 ADMINISTRATION/FINANCE					
01-0100-3-746000	SNACKS-EMPLOYEE PROGRAM	PETTY CASH GENERAL	REPLENISH PETTY CASH	28.03	
01-0100-5-722000	POSTAGE	U.S. POSTMASTER	RENEWAL/1ST CLS PRESORT & STD MAIL #1	245.00	
01-0100-5-723000	DISHWASHING DETERGENT	PETTY CASH GENERAL	REPLENISH PETTY CASH	6.99	
01-0100-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	IGFOA	2021 DUES RENEWAL-TAX/MOSTARDO	350.00	
01-0100-5-743000	PUBLICATION	MUNICIPAL CODE CORP	CODE SUPPLEMENT PAGES	1,349.48	
01-0100-7-713000	MAINTENANCE - COPY MACHINE	RICOH USA, INC	COPIER LEASE 2/21	303.81	
Total For Dept 0100 ADMINISTRATION/FINANCE				2,283.31	
Dept 0201 ENGINEERING					
01-0201-5-706000	MATERIALS AND SUPPLIES	CDW GOVERNMENT, INC	BLK PHOTO TONER CARTRIDGE	74.72	
01-0201-5-706000	MATERIALS AND SUPPLIES	CDW GOVERNMENT, INC	YELLOW TONER CARTRIDGE	74.72	
01-0201-5-706000	MATERIALS AND SUPPLIES	CDW GOVERNMENT, INC	BLK TONER CARTRIDGE	74.42	
01-0201-5-723000	OFFICE SUPPLIES	PITNEY BOWES INC	POSTAGE METER LEASE 1/27-4/26/21	116.93	
01-0201-5-723000	OFFICE SUPPLIES	RICOH USA, INC	ADDT'L COPIES 1/21	37.71	
Total For Dept 0201 ENGINEERING				378.50	
Dept 0203 STREETS					
01-0203-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL INS	12,306.00	
01-0203-3-728000	TECHNICAL SERVICES	SPRINT / NEXTEL COMMUNIC	SERVICE 12/24-1/23/21	16.99	
01-0203-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE 2/21	102.90	
01-0203-4-707000	STREETLIGHT ENERGY	AEP ENERGY INC	SERVICE 12/20	3,138.74	
01-0203-4-707000	STREETLIGHT ENERGY	AEP ENERGY INC	SERVICE 12/20	5,006.39	
01-0203-4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 12/20	69.71	
01-0203-4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 12/20	54.85	
01-0203-4-707000	STREETLIGHT ENERGY	CONSTELLATION NEW ENERGY	SERVICE 12/20	375.30	
01-0203-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTYV	MISC HARDWARE & SUPPLIES	143.86	
01-0203-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	TOOLS AND SUPPLIES	77.54	
01-0203-5-706000	MATERIALS AND SUPPLIES	POINT READY MIX, LLC	FLOWABLE FILL @ STEWART/ROCKLAND RD	1,064.00	
01-0203-5-706000	MATERIALS AND SUPPLIES	ZEP SALES & SERVICE	HAND CLEANER	256.11	
01-0203-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	AMAZON CAPITAL SERVICES,	2-WEBCAM	129.98	
01-0203-5-752000	UNIFORMS	CUTLER WORKWEAR	BOOTS-BEAKE	143.96	
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	SAFE WIRES/REPLACE LIGHT-MILW&NEWBERR	2,043.33	
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	JACKHAMMER SIDEWLK TO REMOVE POLE	1,771.06	

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Fund 01 GENERAL FUND					
Dept 0203 STREETS					
01-0203-7-712000	MAINTENANCE BUILDINGS	ACE HARDWARE OF LIBERTYV	MISC HARDWARE & SUPPLIES	34.99	
01-0203-7-712000	MAINTENANCE BUILDINGS	ADVANCED CLEANING SYSTEM	JANITORIAL SERVICES 1/21	679.17	
01-0203-7-712000	MAINTENANCE BUILDINGS	FERGUSON ENTERPRISES LLC	SUMP PUMP FITTINGS	48.10	
01-0203-7-712000	MAINTENANCE BUILDINGS	J & R LOCK & SAFE, INC	NEW HANDLE-PW	115.00	
01-0203-7-712000	MAINTENANCE BUILDINGS	MENARDS INC	2" PVC COMPRESSION CV	22.52	
01-0203-7-712000	MAINTENANCE BUILDINGS	MENARDS INC	RETURN-COMPRESSION	(22.52)	
01-0203-7-713000	MAINTENANCE ROADWAY MEDIANS	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 2/21	1,237.84	
01-0203-7-713000	MAINTENANCE ROADWAY MEDIANS	FLECK'S LANDSCAPING	LANDSCAPE MAINT #10	2,708.26	
Total For Dept 0203 STREETS				31,524.08	
Dept 0204 SNOW REMOVAL AND ICE CONTROL					
01-0204-5-706000	ROCK SALT-DELIVERED 1/28/21	MORTON SALT, INC.	ROCK SALT-DELIVERED 1/28/21	27,634.23	
01-0204-5-706000	ROCK SALT-DELIVERED 1/27/21	MORTON SALT, INC.	ROCK SALT-DELIVERED 1/27/21	1,657.12	
01-0204-5-706000	ROCK SALT-DELIVERED 1/29/21	MORTON SALT, INC.	ROCK SALT-DELIVERED 1/29/21	3,368.33	
01-0204-5-706000	ROCK SALT-DELIVERED 2/1/21	MORTON SALT, INC.	ROCK SALT-DELIVERED 2/1/21	1,680.79	
01-0204-5-799000	MISCELLANEOUS	ACE HARDWARE OF LIBERTYV	MISC HARDWARE & SUPPLIES	43.54	
01-0204-5-799000	MISCELLANEOUS	ACE HARDWARE OF LIBERTYV	MISC HARDWARE & SUPPLIES	(27.47)	
01-0204-5-799000	SNOW BREAKFAST-DODGE 1/26	PETTY CASH GENERAL	REPLENISH PETTY CASH	6.00	
01-0204-5-799000	SNOW BREAKFAST-EL, GOO, PIER 1/26	PETTY CASH GENERAL	REPLENISH PETTY CASH	21.60	
01-0204-5-799000	SNOW BREAKFAST-DAN 1/26	PETTY CASH GENERAL	REPLENISH PETTY CASH	6.00	
01-0204-5-799000	SNOW BREAKFAST-GOODRICH 1/26	PETTY CASH GENERAL	REPLENISH PETTY CASH	6.00	
01-0204-5-799000	SNOW BREAKFAST-LAMBERT 1/26	PETTY CASH GENERAL	REPLENISH PETTY CASH	6.00	
01-0204-5-799000	WM BREAK DINR-BRA, TOLL, PORT, MAR	PETTY CASH GENERAL	REPLENISH PETTY CASH	40.50	
01-0204-5-799000	SNOW BREAKFAST-WOER, PORT, PIER, T	PETTY CASH GENERAL	REPLENISH PETTY CASH	24.30	
Total For Dept 0204 SNOW REMOVAL AND ICE CONTROL				34,466.94	
Dept 0205 REFUSE & RECYCLING					
01-0205-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL INS	2,324.00	
Total For Dept 0205 REFUSE & RECYCLING				2,324.00	
Dept 0301 PLANNING DIVISION					
01-0301-3-742000	COPY MACHINE LEASE	RICOH USA, INC	ADDT'L COPIES 1/21	37.71	
01-0301-5-722000	POSTAGE	PITNEY BOWES INC	POSTAGE METER LEASE 1/27-4/26/21	116.94	
Total For Dept 0301 PLANNING DIVISION				154.65	
Dept 0302 BUILDING SERVICES					
01-0302-3-728000	TECHNICAL SERVICES	THOMPSON ELEVATOR INSPEC	1-ELEV PLAN REVIEW	100.00	
01-0302-3-728000	TECHNICAL SERVICES	THOMPSON ELEVATOR INSPEC	2-SA ELEV INSP,3-SA ELEV RE-INSPECTIO	215.00	
01-0302-5-723000	OFFICE SUPPLIES	PITNEY BOWES INC	POSTAGE METER LEASE 1/27-4/26/21	116.94	
01-0302-7-715000	MAINTENANCE OTHER EQUIPMENT	RICOH USA, INC	ADDT'L COPIES 1/21	37.72	
Total For Dept 0302 BUILDING SERVICES				469.66	
Dept 0303 ECONOMIC DEVELOPMENT					
01-0303-3-741000	PROMOTION & ACTIVITIES	JIMMY'S CHARHOUSE OF LVI	REIMBURSE SHOP LIBERTYVILLE CERTIFICA	225.00	
01-0303-3-741000	PROMOTION & ACTIVITIES	LAKES RUNNING & SUPPLY L	REIMBURSE SHOP LIBERTYVILLE CERTIFICA	100.00	
01-0303-3-741000	PROMOTION & ACTIVITIES	LAKES RUNNING & SUPPLY L	REIMBURSE SHOP LIBERTYVILLE CERTIFICA	250.00	
01-0303-3-741000	PROMOTION & ACTIVITIES	MAISON CHIC	REIMBURSE SHOP LIBERTYVILLE CERTIFICA	100.00	
01-0303-3-741000	PROMOTION & ACTIVITIES	THE PICNIC BASKET	REIMBURSE SHOP LIBERTYVILLE CERTIFICA	75.00	
01-0303-5-726000	TRAVEL, TRAINING, SUBS & DUES	AMERICAN PLANNING ASSN	APA MEMBERSHIP DUES-ROWE	724.00	
Total For Dept 0303 ECONOMIC DEVELOPMENT				1,474.00	
Dept 0501 POLICE ADMIN, COMMUNICATION & RECORDS					
01-0501-3-705000	CONTRACTUAL SERVICES	SHRED-IT	SHREDDING 1/18/21	59.00	

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Fund 01 GENERAL FUND					
Dept 0501 POLICE ADMIN, COMMUNICATION & RECORDS					
01-0501-3-705000	CONTRACTUAL SERVICES	VILLAGE OF VERNON HILLS	DISPATCH OPERATING & CAPITAL 2/21	24,223.59	
01-0501-5-706000	MATERIALS AND SUPPLIES	AMAZON CAPITAL SERVICES,	TV & WALL MOUNT	257.95	
01-0501-5-723000	OFFICE SUPPLIES	PITNEY BOWES INC	POSTAGE METER LEASE 1/27-4/26/21	116.92	
01-0501-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	LERMI	2021 LERMI ANNUAL MEMBERSHIP - 3	55.00	
01-0501-5-752000	UNIFORMS	J.G. UNIFORMS INC	UNIFORMS-GOZE	143.70	
01-0501-5-752000	UNIFORMS	J.G. UNIFORMS INC	UNIFORMS-SWIDER	225.75	
01-0501-5-752000	UNIFORMS	J.G. UNIFORMS INC	UNIFORMS-RONCONE	339.45	
01-0501-5-799000	MISCELLANEOUS	ACE HARDWARE OF LIBERTYV	MISC HARDWARE & SUPPLIES	14.95	
01-0501-5-799000	MISCELLANEOUS	AMAZON CAPITAL SERVICES,	HDMI CABLE	16.95	
01-0501-7-715000	MAINTENANCE OTHER EQUIPMENT	ADVANCED BUSINESS NETWOR	ETHERNET SERVICE	494.20	
Total For Dept 0501 POLICE ADMIN, COMMUNICATION & REC				25,947.46	
Dept 0502 POLICE PATROL					
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	AXON ENTERPRISE, INC	1 YR SUBSCRIPTION	5,120.00	
01-0502-5-726000	AP305C WIFI ACCESS POINT	CDW GOVERNMENT, INC	ACCESS POINT, SOFTWARE & SUBSCRIPTION	774.00	
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	N EAST MULTI-REGION/TRAI	FTO REFRESHER CLS-PEELER	100.00	
01-0502-5-752000	UNIFORMS	AMAZON CAPITAL SERVICES,	BOOTS - RODRIGUEZ (MFF)	199.95	
01-0502-5-752000	UNIFORMS	AMAZON CAPITAL SERVICES,	BOOTS/CAMERA/CASE/MEMORY CARD/STOP PA	107.99	
01-0502-5-752000	UNIFORMS	J.G. UNIFORMS INC	SEW POCKET/ADD STRAPS-HOWARD	32.00	
01-0502-5-752000	UNIFORMS	J.G. UNIFORMS INC	UNIFORMS-STECKENRIDER	45.00	
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORM-GAHGAN	216.72	
01-0502-7-715000	MAINTENANCE OTHER EQUIPMENT	TRITON ELECTRONICS, INC	CALIBRATION OF RADAR UNITS	867.00	
Total For Dept 0502 POLICE PATROL				7,462.66	
Dept 0503 POLICE-INVESTIGATIONS					
01-0503-5-706000	MATERIALS AND SUPPLIES	AMAZON CAPITAL SERVICES,	3-EMERGENCY LIFE-SAVING TOOLS	354.00	
01-0503-5-706000	MATERIALS AND SUPPLIES	AMAZON CAPITAL SERVICES,	BOOTS/CAMERA/CASE/MEMORY CARD/STOP PA	275.94	
01-0503-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	GRYPHON TRAINING GROUP,	TRAINING CLASS-WOOD	135.00	
Total For Dept 0503 POLICE-INVESTIGATIONS				764.94	
Dept 0505 POLICE-COMMUNITY SERVICES					
01-0505-5-752000	UNIFORMS	AMAZON CAPITAL SERVICES,	BOOTS/CAMERA/CASE/MEMORY CARD/STOP PA	450.00	
01-0505-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORMS-GARRITY	130.94	
Total For Dept 0505 POLICE-COMMUNITY SERVICES				580.94	
Dept 0601 FIRE-ADMINISTRATION					
01-0601-5-722000	POSTAGE	UNITED PARCEL SERVICE	SHIPPING	7.64	
Total For Dept 0601 FIRE-ADMINISTRATION				7.64	
Dept 0603 FIRE-EMERGENCY SERVICES					
01-0603-3-705000	CONTRACTUAL SERVICES	VILLAGE OF VERNON HILLS	DISPATCH OPERATING & CAPITAL 2/21	12,384.44	
01-0603-3-728000	TECHNICAL SERVICES	COMCAST	SERVICE 1/15/21-2/14/21	1,509.31	
01-0603-3-728000	TECHNICAL SERVICES	HEALTH ENDEAVORS, SC	FF ANNUAL PHYSICAL-KWONG	450.00	
01-0603-5-707000	FIREFIGHTER SUPPLIES	AMERICAN GASES CORP	OXYGEN	172.86	
01-0603-5-707000	FIREFIGHTER SUPPLIES	EMERGENCY MEDICAL PRODUC	EMS SUPPLIES	308.58	
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	ACE HARDWARE OF LIBERTYV	MISC HARDWARE & SUPPLIES	15.92	
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	ACROSS THE STREET PRODUC	CE RENEWAL-PAKOSTA	125.00	
Total For Dept 0603 FIRE-EMERGENCY SERVICES				14,966.11	
Dept 0604 FIRE-SUPPORT SERVICES					
01-0604-4-709000	UTILITIES - STATION 3	CONSTELLATION NEW ENERGY	SERVICE 12/20	631.83	
01-0604-4-709000	UTILITIES - STATION 3	NORTH SHORE GAS CO	SERVICE 12/20	87.86	
01-0604-4-709000	UTILITIES - STATION 3	NORTH SHORE GAS CO	SERVICE 12/20	88.57	

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Fund 01 GENERAL FUND					
Dept 0604 FIRE-SUPPORT SERVICES					
01-0604-4-709000	UTILITIES - STATION 3	NORTH SHORE GAS CO	SERVICE 12/20	1,067.59	
01-0604-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTYV	MISC HARDWARE & SUPPLIES	20.97	
01-0604-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTYV	MISC HARDWARE & SUPPLIES	16.28	
01-0604-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTYV	MISC HARDWARE & SUPPLIES	124.74	
01-0604-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTYV	MISC HARDWARE & SUPPLIES	(27.48)	
01-0604-5-706000	MATERIALS AND SUPPLIES	AMAZON CAPITAL SERVICES,	4-PAPER TOWEL ROLLS	185.60	
01-0604-5-706000	MATERIALS AND SUPPLIES	AMAZON CAPITAL SERVICES,	3-DISHWASH DETERGENT	32.16	
01-0604-5-706000	MATERIALS AND SUPPLIES	AMAZON CAPITAL SERVICES,	ENTRANCE MAT	85.91	
01-0604-5-707000	FIREFIGHTER SUPPLIES	MUNICIPAL EMERGENCY SERV	HAZ MAT STOPPERS	421.41	
01-0604-5-707000	ILLIBE00150 -LTO41BG TALL BLACK	W.S. DARLEY & CO	TURNOUT GEAR / PROPRIETARY	4,875.00	
01-0604-5-707000	ILLIBE00154 LTO-41BG BLACK PANT	W.S. DARLEY & CO	TURNOUT GEAR / PROPRIETARY	4,317.00	
01-0604-5-707000	FREIGHT	W.S. DARLEY & CO	TURNOUT GEAR / PROPRIETARY	27.62	
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORMS-LAMPRICH	788.75	
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORMS-AHLGRIM	62.85	
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORMS-KWONG	49.95	
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORMS-HAEDT	199.80	
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORMS-BOYLE	356.70	
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORMS-AHLGRIM	502.80	
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORMS-CARANI	269.75	
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORM-GAFFKE	469.50	
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORMS-NOWAKOWSKI	594.70	
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORMS-KWONG	234.00	
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORMS-GRIMSHAW	111.00	
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORMS-WIASE	55.00	
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORMS-YARC	42.00	
01-0604-7-712000	MAINTENANCE BUILDINGS	A ABSOLUTE APPLIANCE REP	OVEN REPAIR-STN1	239.00	
01-0604-7-712000	MAINTENANCE BUILDINGS	AMAZON CAPITAL SERVICES,	2-CONTROL TRANSFORMER HVAC	43.98	
01-0604-7-712000	MAINTENANCE BUILDINGS	AMAZON CAPITAL SERVICES,	BOAT TRAILER JACK	54.89	
01-0604-7-712000	MAINTENANCE BUILDINGS	AMAZON CAPITAL SERVICES,	3-DOOR MATS	258.06	
01-0604-7-712000	HVAC ROOFTOP REPAIR	CAHILL HEATING & A/C	HVAC ROOFTOP REPAIR	2,375.00	
01-0604-7-712000	MAINTENANCE BUILDINGS	COMMUNITY SEWER & SEPTIC	SEPTIC MAINT STN3	1,150.00	
01-0604-7-712000	MAINTENANCE BUILDINGS	GRAINGER INC	CONTACTER FOR NEIDERMAN SYSTEM	172.73	
01-0604-7-713000	MAINTENANCE GROUNDS	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 2/21	346.98	
01-0604-7-713000	MAINTENANCE GROUNDS	FLECK'S LANDSCAPING	LANDSCAPE MAINT #10	86.34	
Total For Dept 0604 FIRE-SUPPORT SERVICES				20,418.84	
Dept 0701 PARKS					
01-0701-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL INS	11,582.00	
01-0701-3-705000	CONTRACTUAL SERVICES	ADVANCED CLEANING SYSTEM	JANITORIAL SERVICES 1/21	618.53	
01-0701-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 12/20	23.12	
01-0701-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTYV	MISC HARDWARE & SUPPLIES	56.57	
01-0701-5-706000	MATERIALS AND SUPPLIES	GRAINGER INC	FIRE HOSE END FITTINGS, CLAMPS AND GA	339.19	
01-0701-5-706000	MATERIALS AND SUPPLIES	MCMaster-CARR SUPPLY CO	PICNIC TABLE SANDING DISC	28.29	
01-0701-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	WOOD FOR SIGNS/MINOR ELECTRICAL	396.10	
01-0701-5-728000	WOOD LINE TRIMMING	TGF ENTERPRISES INC	WOOD LINE TRIMMING	9,842.00	
01-0701-5-728000	WOOD LINE TRIMMING	TGF ENTERPRISES INC	WOOD LINE TRIMMING	3,192.00	
01-0701-5-752000	UNIFORMS	AMAZON CAPITAL SERVICES,	3-PAIRS OF CLEATS	116.37	
01-0701-5-752000	UNIFORMS	CLASSIC INDUSTRIAL SUPPL	4-BOMBER JACKETS	146.51	
01-0701-5-752000	UNIFORMS	LECHNER & SONS	UNIFORMS	24.24	
01-0701-5-752000	UNIFORMS	LECHNER & SONS	UNIFORMS	24.24	
01-0701-7-712000	MAINTENANCE BUILDING	ACE HARDWARE OF LIBERTYV	MISC HARDWARE & SUPPLIES	105.43	
01-0701-7-712000	MAINTENANCE BUILDING	LOWE'S BUSINESS ACCOUNT	WORKBENCH-BLG/POOL AT RIVERSIDE	451.26	

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Fund 01 GENERAL FUND					
Dept 0701 PARKS					
01-0701-7-712000	MAINTENANCE BUILDING	RUSSO POWER EQUIPMENT	PORTABLE GENERATOR	675.00	
01-0701-7-713000	MAINTENANCE GROUNDS	AMAZON CAPITAL SERVICES,	2-CLEAN UP CADDYS	62.22	
01-0701-7-713000	MAINTENANCE GROUNDS	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 2/21	15,956.80	
01-0701-7-713000	MAINTENANCE GROUNDS	FLECK'S LANDSCAPING	LANDSCAPE MAINT #10	678.91	
01-0701-7-713000	MAINTENANCE GROUNDS	J & E NURSERY LTD	SHOVEL/SALT/SNOWBLOW	10,783.00	
01-0701-7-713000	MAINTENANCE GROUNDS	J & E NURSERY LTD	SHOVEL/SKID STEER	3,472.50	
01-0701-7-713000	MAINTENANCE GROUNDS	J & E NURSERY LTD	SHOVEL/SALT/SKID STEER	2,337.50	
01-0701-7-715000	MAINTENANCE OTHER EQUIPMENT	GLOBAL EQUIPMENT COMPANY	3-NEW FUEL CANS	257.85	
01-0701-7-715000	MAINTENANCE OTHER EQUIPMENT	GROWER EQUIPMENT & SUPPL	WATER TANK PARTS	21.50	
Total For Dept 0701 PARKS				61,191.13	
Dept 0702 RECREATION					
01-0702-3-713000	INDEPENDENT CONTRACTOR	IL SHOTOKAN KARATE INC	FALL 2020 KARATE INSTRUCTION	3,497.60	
01-0702-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY	SERVICE 12/20	1,865.43	
01-0702-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY	SERVICE 12/20	137.11	
01-0702-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 12/20	196.18	
01-0702-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 12/20	249.08	
01-0702-5-706000	PRESCHOOL PICTURES	PETTY CASH GENERAL	REPLENISH PETTY CASH	2.26	
01-0702-5-706000	PRESCHOOL SNACKS	PETTY CASH GENERAL	REPLENISH PETTY CASH	29.70	
01-0702-5-706000	POPSICLES-ICE DAY PRESCHOOL	PETTY CASH GENERAL	REPLENISH PETTY CASH	7.17	
01-0702-5-706000	PRESCHOOL SNACKS	PETTY CASH GENERAL	REPLENISH PETTY CASH	8.25	
01-0702-5-706000	PUMPKINS-PRESCHOOL	PETTY CASH GENERAL	REPLENISH PETTY CASH	26.00	
01-0702-5-706000	PRESCHOOL SUPPLIES	PETTY CASH GENERAL	REPLENISH PETTY CASH	20.76	
01-0702-5-706000	SUPPL & EXP - TOT PROGRAMS	RICOH USA, INC	ADDT'L COPIES 1/21	14.18	
01-0702-5-706000	SUPPL & EXP - TOT PROGRAMS	RICOH USA, INC	COPIER LEASE 2/21	83.30	
01-0702-5-706000	SUPPL & EXP - TOT PROGRAMS	SAM'S CLUB DIRECT COMM.	PRESCH SNACKS/SUPPLIES, OFFICE SUPPLI	260.68	
01-0702-5-723000	OFFICE SUPPLIES	SAM'S CLUB DIRECT COMM.	PRESCH SNACKS/SUPPLIES, OFFICE SUPPLI	12.27	
01-0702-7-712000	MAINTENANCE BUILDING	ADVANCED CLEANING SYSTEM	JANITORIAL SERVICES 1/21	886.63	
01-0702-7-712000	MAINTENANCE BUILDING	ADVANCED CLEANING SYSTEM	JANITORIAL SERVICES 1/21	886.63	
01-0702-7-712000	MAINTENANCE BUILDING	ADVANCED CLEANING SYSTEM	JANITORIAL SERVICES 1/21	893.66	
Total For Dept 0702 RECREATION				9,076.89	
Dept 0703 SWIMMING POOL OPERATIONS					
01-0703-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 12/20	30.79	
01-0703-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY	SERVICE 12/20	598.48	
01-0703-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 12/20	576.68	
Total For Dept 0703 SWIMMING POOL OPERATIONS				1,205.95	
Dept 1000 EMERGENCY MANAGEMENT AGENCY					
01-1000-5-799000	MISCELLANEOUS	GARVEY'S OFFICE PRODUCTS	SPRAYER	699.00	
01-1000-5-799000	CLOROX WIPES	PETTY CASH GENERAL	REPLENISH PETTY CASH	14.99	
Total For Dept 1000 EMERGENCY MANAGEMENT AGENCY				713.99	
Dept 1200 LEGISLATIVE BDS & COMMITTEES					
01-1200-3-728000	TECHNICAL SERVICE	PADDOCK PUBLICATIONS, IN	2-NOTICE OF VIRTUAL PUBLIC HEARINGS	180.55	
01-1200-3-728000	TECHNICAL SERVICE	PADDOCK PUBLICATIONS, IN	NOTICE OF VIRTUAL PUBLIC HEARING	101.20	
01-1200-5-771000	BD OF POLICE & FIRE COMMISSION	RESOURCE MANAGEMENT ASSO	SERGEANT WRITTEN EXAM	2,129.00	
01-1200-5-774000	HISTORIC PRESERVATION COMMISSIO	PLACEVISION INC	ANNUAL HISTORIC PRESERVATION WEBSITE	333.50	
01-1200-5-799000	MISCELLANEOUS	FED EX	SHIPPING BRD PACKET TO MAYOR	44.20	
01-1200-5-799000	GIFT CERTIFICATES	PETTY CASH GENERAL	REPLENISH PETTY CASH	70.00	
Total For Dept 1200 LEGISLATIVE BDS & COMMITTEES				2,858.45	
Dept 1300 LEGAL					

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 01 GENERAL FUND					
Dept 1300 LEGAL					
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	SWANSON, MARTIN & BELL,	GENERAL REPRESENTATION 11/20	1,880.00	
01-1300-3-778000	LABOR COUNSEL	HILL, MARVIN	FEES FOR ARBITRATION	3,750.00	
Total For Dept 1300 LEGAL				5,630.00	
Dept 1500 CENTRAL BUSINESS DST PARKING					
01-1500-7-712000	MAINTENANCE BUILDING	IFSI	SERVICE CALL-DRYER SYSTEM TRIPPED	1,485.90	
01-1500-7-713000	MAINTENANCE PARKING LOTS	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 2/21	652.43	
Total For Dept 1500 CENTRAL BUSINESS DST PARKING				2,138.33	
Dept 1600 COMMUNITY ORGAN/ACTIVITIES					
01-1600-3-750000	DIAL-A-RIDE	PACE SUBURBAN BUS	DIAL-A-RIDE 11/20	73.43	
Total For Dept 1600 COMMUNITY ORGAN/ACTIVITIES				73.43	
Dept 1700 PUBLIC BUILDINGS					
01-1700-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 12/20	91.93	
01-1700-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 12/20	70.31	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	ADVANCED CLEANING SYSTEM	JANITORIAL SERVICES 1/21	957.86	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 2/21	136.47	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	FERGUSON ENTERPRISES LLC	URINAL RETRO KIT-VH	326.46	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	GRAINGER INC	PARTS FOR DOORS-VH	244.95	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	LECHNER & SONS	FLOOR MATS FOR THE VH	85.99	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	WAREHOUSE DIRECT, INC	PAPER TOWELS/URINAL SCREENS-VH	75.28	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	ADVANCED CLEANING SYSTEM	JANITORIAL SERVICES 1/21	2,126.65	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	ADVANCED CLEANING SYSTEM	JANITORIAL SERVICES 1/21	1,118.86	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	AMAZON CAPITAL SERVICES,	RETURN-MINI BLINDS	(19.92)	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	AMPOL GROUP INTERNATIONA	REPAIRS POLICE STN BATHROOM/HANG TV	412.75	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 2/21	558.04	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	GRAINGER INC	PARTS FOR DOOR ACCESS	253.70	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	IN & OUT PAINTING	BATHROOM PAINT PROJ-ADLER	100.00	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	J & R LOCK & SAFE, INC	PARTS FOR SCHERTZ DOOR	331.00	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	J & R LOCK & SAFE, INC	INSTALL DOOR LOCK & WIRING-BLD DEPT O	910.00	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	J & R LOCK & SAFE, INC	INSTALL LOCK & WIRING-BLG DEPT FOR DO	910.00	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	MENARDS INC	MATERIALS FOR CABINET MODFICATION	112.14	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	MGN LOCK-KEY & SAFES, IN	PM ALL DOORS AT SCHERTZ	568.00	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	WAREHOUSE DIRECT, INC	JANITORIAL SUPPLIES SCHERTZ	259.79	
Total For Dept 1700 PUBLIC BUILDINGS				9,630.26	
Total For Fund 01 GENERAL FUND				255,115.81	
Fund 02 CONCORD SPECIAL SERVICE AREA					
Dept 0000 GENERAL					
02-0000-0-781000	LANDSCAPING	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 2/21	684.92	
Total For Dept 0000 GENERAL				684.92	
Total For Fund 02 CONCORD SPECIAL SERVICE AREA				684.92	
Fund 05 FOREIGN FIRE INSURANCE TAX					
Dept 0000 GENERAL					
05-0000-0-790000	KITCHEN CHAIRS	KI	STATION KITCHEN CHAIRS	1,077.12	
05-0000-0-790000	ILLIBE00150-LTO-41BG TAIL BLACK	W.S. DARLEY & CO	TURNOUT GEAR	1,625.00	
05-0000-0-790000	ILLIBE00154-LTO-41BG BLACK PANT	W.S. DARLEY & CO	TURNOUT GEAR	1,439.00	
05-0000-0-790000	FREIGHT	W.S. DARLEY & CO	TURNOUT GEAR	16.97	
Total For Dept 0000 GENERAL				4,158.09	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 05 FOREIGN FIRE INSURANCE TAX					
Total For Fund 05 FOREIGN FIRE INSURANCE TAX				4,158.09	
Fund 06 TIM/CREEK SPECIAL SERVICE AREA					
Dept 0000 GENERAL					
06-0000-0-781000	LANDSCAPING	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 2/21	454.66	
Total For Dept 0000 GENERAL				454.66	
Total For Fund 06 TIM/CREEK SPECIAL SERVICE AREA				454.66	
Fund 13 HOTEL/MOTEL TAX FUND					
Dept 0000 GENERAL					
13-0000-0-713000	DOWNTOWN BEAUTIFICATION	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 2/21	3,009.25	
13-0000-0-713000	DOWNTOWN BEAUTIFICATION	J & E NURSERY LTD	SHOVEL/SALT/SNOWBLOW	3,197.00	
13-0000-0-713000	DOWNTOWN BEAUTIFICATION	J & E NURSERY LTD	SHOVEL/SKID STEER	845.00	
13-0000-0-713000	DOWNTOWN BEAUTIFICATION	J & E NURSERY LTD	SHOVEL/SALT/SKID STEER	595.00	
13-0000-0-720000	DRYWALL REPAIRS FROM WATER DAMA	CHICAGO ORNAMENTAL PLAST	ADDTL CRACK REPAIR IN CLOSET RM-COOK	550.00	
13-0000-0-720000	COOK HOUSE	NORTH SHORE GAS CO	SERVICE 12/20	226.69	
13-0000-0-762000	CIVIC CENTER	GRAINGER INC	PARTS FOR DOOR ACCESS	250.00	
13-0000-0-762000	CIVIC CENTER	NORTH SHORE GAS CO	SERVICE 12/20	87.06	
13-0000-0-781000	ADLER CULTURAL CENTER	ARROW PLUMBING, INC	INSTALL TOILET-ADLER	839.77	
13-0000-0-781000	ADLER CULTURAL CENTER	IN & OUT PAINTING	BATHROOM PAINT PROJ-ADLER	300.00	
13-0000-0-781000	ADLER CULTURAL CENTER	IN & OUT PAINTING	BATHROOM WALL REPAIRS-ADLER	400.00	
13-0000-0-781000	ADLER CULTURAL CENTER	MENARDS INC	ADLER UPSTAIRS BATHROOM FLOOR	386.47	
13-0000-0-781000	ADLER CULTURAL CENTER	NORTH SHORE HANDYMAN SOL	PAINT & INSTALL FLOOR/TRIM-ADLER	600.00	
13-0000-0-781000	ADLER CULTURAL CENTER	NORTH SHORE HANDYMAN SOL	REMOVE TUB & FLOORING-ADLER	500.00	
13-0000-0-781000	ADLER CULTURAL CENTER	SHERWIN-WILLIAMS	PAINT-ADLER	86.51	
13-0000-0-790003	COMED UPGRADES TO CIVIC CENTER	COMMONWEALTH EDISON	COMED UPGRADES TO CIVIC CENTER SERVIC	7,005.91	150824
Total For Dept 0000 GENERAL				18,878.66	
Total For Fund 13 HOTEL/MOTEL TAX FUND				18,878.66	
Fund 14 COMMUTER PARKING FUND					
Dept 0000 GENERAL					
14-0000-3-730000	RENTAL OF LAND	AMERICAN LEGION POST #32	PARKING LOT LEASE 3/21	550.00	
14-0000-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY	SERVICE 12/20	590.03	
14-0000-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY	SERVICE 12/20	126.67	
14-0000-4-710000	PHONE	PTS	PAY PHONE SERVICE 2/21	78.00	
14-0000-7-713000	MAINTENANCE GROUNDS	ADVANCED CLEANING SYSTEM	JANITORIAL SERVICES 1/21	195.00	
14-0000-7-713000	MAINTENANCE GROUNDS	ADVANCED CLEANING SYSTEM	JANITORIAL SERVICES 1/21	1,677.00	
14-0000-7-713000	MAINTENANCE GROUNDS	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 2/21	1,070.47	
14-0000-7-713000	MAINTENANCE GROUNDS	FLECK'S LANDSCAPING	LANDSCAPE MAINT #10	209.20	
14-0000-7-713000	MAINTENANCE GROUNDS	J & E NURSERY LTD	SHOVEL/SALT	325.00	
Total For Dept 0000 GENERAL				4,821.37	
Total For Fund 14 COMMUTER PARKING FUND				4,821.37	
Fund 20 UTILITY FUND					
Dept 0000 GENERAL					
20-0000-0-401001	WATER	BOSWELL, CHRISTOPHER	UB refund for account: 0211419400-16	117.53	
20-0000-0-401001	SEWER	BOSWELL, CHRISTOPHER	UB refund for account: 0211419400-16	45.73	
20-0000-0-401001	WATER	MCCALLUM, JAY & SARAH	UB refund for account: 0105113900-02	235.74	
20-0000-0-401001	WATER	RASMUSSEN, KATIE	UB refund for account: 0215741200-03	109.39	
20-0000-0-413000	LC INTERCEPTOR CONNECTION FEE	LAKE COUNTY DEPT OF PUBL	INTERCEPTOR CONNECTION FEES 2/21	1,490.00	
Total For Dept 0000 GENERAL				1,998.39	

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Fund 20 UTILITY FUND					
Dept 2020 WATER DEPARTMENT					
20-2020-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL INS	6,934.00	
20-2020-3-728000	TECHNICAL SERVICES	ADVOCATE OCCUPATIONAL HE	HEP B VACCINE	99.00	
20-2020-3-728000	TECHNICAL SERVICES	CONCENTRIC INTEGRATION,	FIX INTRUSION SWITCH	354.43	
20-2020-3-728000	TECHNICAL SERVICES	DATA PROSE LLC	WTR/SWR BILLING 1/21	505.90	
20-2020-3-728000	TECHNICAL SERVICES	HBK WATER METER SERVICE	METER TESTING	970.02	
20-2020-3-728000	TECHNICAL SERVICES	LAKE COUNTY HEALTH DEPT/	WATER TESTING 12/20	240.00	
20-2020-3-728000	TECHNICAL SERVICES	SPRINT / NEXTEL COMMUNIC	SERVICE 12/24-1/23/21	17.00	
20-2020-3-728000	TECHNICAL SERVICES	T & T REPRODUCTIONS & SU	LAMINATE DIAGRAMS	66.00	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 12/20	243.28	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 12/20	237.04	
20-2020-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY	SERVICE 12/20	1,497.32	
20-2020-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY	SERVICE 12/20	375.42	
20-2020-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY	SERVICE 12/20	698.44	
20-2020-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY	SERVICE 12/20	419.43	
20-2020-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 12/20	38.54	
20-2020-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 12/20	241.01	
20-2020-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 12/20	34.73	
20-2020-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 12/20	105.84	
20-2020-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTYV	MISC HARDWARE & SUPPLIES	113.90	
20-2020-5-706000	MATERIALS AND SUPPLIES	AMAZON CAPITAL SERVICES,	4-PHONE CAR CHARGERS	59.96	
20-2020-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	PAINT FOR TRAILER	40.27	
20-2020-5-706000	MATERIALS AND SUPPLIES	MIKE FREUND, INC	TOOLS	76.49	
20-2020-5-722000	POSTAGE	DATA PROSE LLC	WTR/SWR BILLING 1/21	607.83	
20-2020-5-722000	POSTAGE	U.S. POSTMASTER	RENEWAL/1ST CLS PRESORT & STD MAIL #1	245.00	
20-2020-5-723000	OFFICE SUPPLIES	NEXTIME, INC	TIME CARDS	67.83	
20-2020-5-736000	CREDIT CARD FEES	INVOICE CLOUD INC	INVOICES PROGRAM FOR UTILITY CUSTOMER	1,458.70	
20-2020-5-752000	UNIFORMS	CUTLER WORKWEAR	UNIFORM-TRUJILLO	107.95	
20-2020-5-752000	UNIFORMS	CUTLER WORKWEAR	BOOTS-WARGO	152.96	
20-2020-5-798000	PURCHASE OF WATER - CLCJAWA	CENTRAL LK CTY JOINT ACT	WATER USAGE 1/21	129,137.68	
20-2020-5-798000	PURCHASE OF WATER - CLCJAWA	CENTRAL LK CTY JOINT ACT	CENTRUM MAINT 1/21	165.71	
20-2020-7-712000	MAINTENANCE BLDG AND GROUNDS	ACE HARDWARE OF LIBERTYV	MISC HARDWARE & SUPPLIES	103.29	
20-2020-7-712000	MAINTENANCE BLDG AND GROUNDS	ACE HARDWARE OF LIBERTYV	MISC HARDWARE & SUPPLIES	(27.48)	
20-2020-7-712000	MAINTENANCE BLDG AND GROUNDS	ADVANCED CLEANING SYSTEM	JANITORIAL SERVICES 1/21	679.16	
20-2020-7-712000	MAINTENANCE BLDG AND GROUNDS	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 2/21	141.22	
20-2020-7-712000	MAINTENANCE BLDG AND GROUNDS	FLECK'S LANDSCAPING	LANDSCAPE MAINT #10	249.85	
20-2020-7-712000	REPLACE WINDOW AND DOOR/ LABOR	KMK RESIDENTIAL RESTORAT	REPLACE WINDOWS AND FRONT DOOR AT 428	4,205.00	
20-2020-7-716000	MAINTENANCE WATER LINE	ARROW PLUMBING, INC	CHANGE WATER METER-CONOMY MGT	200.00	
20-2020-7-716000	MAINTENANCE WATER LINE	ARROW PLUMBING, INC	REPLACE WATER METER-HAWK	100.00	
20-2020-7-716000	MAINTENANCE WATER LINE	ARROW PLUMBING, INC	REPLACE WATER METER-LIBERTY REST	100.00	
20-2020-7-716000	MAINTENANCE WATER LINE	GRAINGER INC	2-LADDERS	497.86	
20-2020-7-716000	MAINTENANCE WATER LINE	LEE JENSEN SALES CO., IN	MAINT CK OF HYDROSAW	98.00	
20-2020-7-716000	MAINTENANCE WATER LINE	LEE JENSEN SALES CO., IN	SHORING BOARD	85.00	
20-2020-7-716000	MAINTENANCE WATER LINE	MENARDS INC	NEW SHORING RACK	527.28	
20-2020-7-716000	MAINTENANCE WATER LINE	USA BLUEBOOK	MAIN BREAK REPAIR EQUIPMENT	734.54	
20-2020-7-716000	GRAVEL SUPPLIES	VULCAN CONSTRUCTION MATE	GRAVEL	1,612.78	
20-2020-7-716000	6X8 SS SGL BAND REPAIR CLAMP 6.	WATER PRODUCTS CO OF AUR	CASCADE REPAIR CLAMPS	372.00	
20-2020-7-716000	8X8 SS SGL BAND REPAIR CLAMP 9.	WATER PRODUCTS CO OF AUR	CASCADE REPAIR CLAMPS	420.00	
20-2020-7-716000	8X12 SS SGL BAND REPAIR CLAMP 9	WATER PRODUCTS CO OF AUR	CASCADE REPAIR CLAMPS	333.60	
20-2020-7-716000	8X16 SS SGL BAND REPAIR CLAMP 9	WATER PRODUCTS CO OF AUR	CASCADE REPAIR CLAMPS	418.80	
Total For Dept 2020 WATER DEPARTMENT				156,162.58	

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Fund 20 UTILITY FUND					
Dept 2021 SEWER DEPARTMENT					
20-2021-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL INS	4,572.00	
20-2021-3-728000	TECHNICAL SERVICES	SPRINT / NEXTEL COMMUNIC	SERVICE 12/24-1/23/21	17.00	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 12/20	136.15	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 12/20	40.44	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 12/20	33.42	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 12/20	82.56	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 12/20	64.60	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 12/20	50.60	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 10/20	16.00	
20-2021-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY	SERVICE 12/20	149.08	
20-2021-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY	SERVICE 12/20	76.39	
20-2021-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY	SERVICE 12/20	329.56	
20-2021-4-709000	NATURAL GAS	NORTH SHORE GAS CO	SERVICE 12/20	34.76	
20-2021-4-709000	NATURAL GAS	NORTH SHORE GAS CO	SERVICE 12/20	34.20	
20-2021-4-709000	NATURAL GAS	NORTH SHORE GAS CO	SERVICE 12/20	36.86	
20-2021-4-709000	NATURAL GAS	NORTH SHORE GAS CO	SERVICE 12/20	89.96	
20-2021-4-709000	NATURAL GAS	NORTH SHORE GAS CO	SERVICE 12/20	37.43	
20-2021-5-706000	MATERIALS AND SUPPLIES	USA BLUEBOOK	GLOVES	296.67	
20-2021-5-722000	POSTAGE	DATA PROSE LLC	WTR/SWR BILLING 1/21	607.83	
20-2021-5-752000	UNIFORMS	CUTLER WORKWEAR	BOOTS-PORTWICH	144.95	
20-2021-7-715000	MAINTENANCE LIFT STATIONS	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 2/21	30.43	
20-2021-7-715000	MAINTENANCE LIFT STATIONS	FLECK'S LANDSCAPING	LANDSCAPE MAINT #10	279.93	
20-2021-7-716000	MAINTENANCE SEWER LINES	USA BLUEBOOK	4-TELESCOPING POLES	561.46	
Total For Dept 2021 SEWER DEPARTMENT				7,722.28	
Dept 2022 WASTE WATER TREATMENT PLANT					
20-2022-3-728000	TECHNICAL SERVICES	TEKLAB INC	SEMI-ANNUAL EFFLUENT TESTING	443.95	
20-2022-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY	SERVICE 12/20	17,826.21	
20-2022-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 12/20	3,646.00	
20-2022-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTYV	MISC HARDWARE & SUPPLIES	19.16	
20-2022-5-706000	MATERIALS AND SUPPLIES	GRAINGER INC	SCREEN & GRIT ROOM	2.68	
20-2022-5-707000	CHEMICALS	USA BLUEBOOK	PHOSPHAX CLEANING SOLUTION	333.94	
20-2022-5-752000	UNIFORMS	CUTLER WORKWEAR	UNIFORM-KLINKNER	418.40	
20-2022-5-752000	UNIFORMS	MENARDS INC	GLOVES	69.94	
20-2022-7-712000	MAINT - BUILDING & GROUNDS	ADVANCED CLEANING SYSTEM	JANITORIAL SERVICES 1/21	450.00	
20-2022-7-712000	MAINT - BUILDING & GROUNDS	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 2/21	936.74	
20-2022-7-715000	MAINTENANCE OTHER EQUIPMENT	MCMMASTER-CARR SUPPLY CO	PATTERSON WETWELL TRANSDUCER	21.68	
20-2022-7-715000	SUBMERSIBLE PUMP TSU/50B2.75	PROFLOW PUMPING SOLUTION	EFFLUENT SAMPLE PUMP	1,279.05	
20-2022-7-715000	APROXIMATE SHIPPING	PROFLOW PUMPING SOLUTION	EFFLUENT SAMPLE PUMP	132.44	
Total For Dept 2022 WASTE WATER TREATMENT PLANT				25,580.19	
Dept 2024 UTILITY-CAPITAL IMPROVEMENT					
20-2024-5-793000	6' BURY 5.25VO	WATER PRODUCTS CO OF AUR	6' MEDALLION HYDRANT KIT H31C10	3,370.00	
20-2024-5-793000	6X13 ANCHOR COUPLING	WATER PRODUCTS CO OF AUR	6' MEDALLION HYDRANT KIT H31C10	180.00	
20-2024-5-793000	6 MJ GASKET-2	WATER PRODUCTS CO OF AUR	6' MEDALLION HYDRANT KIT H31C10	9.00	
20-2024-6-750000	WWTP IMPR	CONCENTRIC INTEGRATION,	SCADA UPGRADE	87,254.01	
20-2024-6-750000	WWTP IMPR	MENARDS INC	GRIT ROOM LIGHTS	9.47	
20-2024-6-750000	WWTP IMPR	MENARDS INC	PAINT BRUSH	8.47	
20-2024-6-750000	WWTP IMPR	PADDOCK PUBLICATIONS, IN	S-REQST FOR BID/PUBLIC NOTICE	87.40	
20-2024-6-750000	WWTP IMPR	STRAND ASSOCIATES, INC	BLOWER & DIFFUSER REPLCMNT PROJ	4,756.60	
20-2024-6-750000	WWTP IMPR	STRAND ASSOCIATES, INC	2020 MAINT PROJECTS-WWTP	5,062.29	
20-2024-6-778000	WELL CAPACITY STUDY	ENGINEERING ENTERPRISES	GARFIELD WELL REHAB #11	1,474.75	
20-2024-6-795000	WATER SYSTEM IMPROVEMENTS	CONCENTRIC INTEGRATION,	SCADA IMPROVEMENTS	26,325.70	

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Fund 20 UTILITY FUND					
Dept 2024 UTILITY-CAPITAL IMPROVEMENT					
20-2024-6-795000	WATER SYSTEM IMPROVEMENTS	GEWALT HAMILTON ASSOCIAT	2020 WM REPLACE - CONSTR ENG	602.00	
Total For Dept 2024 UTILITY-CAPITAL IMPROVEMENT				129,139.69	
Total For Fund 20 UTILITY FUND				320,603.13	
Fund 21 STORMWATER SEWER FUND					
Dept 2121 STORMWATER SEWER					
21-2121-3-728000	TECHNICAL SERVICES	NEWGEN STRATEGIES & SOLU	STORMWATER UTILITY FEASIBILITY STUDY:	6,065.00	
21-2121-7-718000	MAINTENANCE STORM SEWERS	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 2/21	1,829.15	
21-2121-7-718000	MAINTENANCE STORM SEWERS	FLECK'S LANDSCAPING	LANDSCAPE MAINT #10	69.51	
Total For Dept 2121 STORMWATER SEWER				7,963.66	
Total For Fund 21 STORMWATER SEWER FUND				7,963.66	
Fund 30 VEHICLE MAINT/REPL SERVICE FD					
Dept 0000 GENERAL					
30-0000-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL INS	6,972.00	
30-0000-3-787000	FIRE CONTRACTUAL REPAIRS	FOSTER COACH SALES, INC	RADIO PROGRAMMING	420.75	
30-0000-3-787000	FIRE CONTRACTUAL REPAIRS	FOSTER COACH SALES, INC	RADIO PROGRAMMING	410.13	
30-0000-3-787000	FIRE CONTRACTUAL REPAIRS	FOSTER COACH SALES, INC	RADIO PROGRAMMING	410.13	
30-0000-3-787000	FIRE CONTRACTUAL REPAIRS	FOSTER COACH SALES, INC	RADIO PROGRAMMING	410.13	
30-0000-5-707000	TOOLS	ALBANY STEEL & BRASS COR	GREASE GUN	265.00	
30-0000-5-707000	TOOLS	GRAINGER INC	SANDING BELT	25.40	
30-0000-5-707000	TOOLS	MIKE FREUND, INC	WRENCH	49.05	
30-0000-5-711000	GASOLINE & OIL	AL WARREN OIL CO INC	MOTOR OIL	1,532.24	
30-0000-5-711000	GASOLINE & OIL	AL WARREN OIL CO INC	DIESEL EXHAUST FLUID	219.86	
30-0000-5-711000	GASOLINE & OIL	AL WARREN OIL CO INC	DIESEL EXHAUST FLUID	138.68	
30-0000-5-711000	GASOLINE & OIL	AMERICAN GASES CORP	CYLINDERS	48.75	
30-0000-5-714000	VEHICLE PARTS	ACE HARDWARE OF LIBERTYV	MISC HARDWARE & SUPPLIES	3.38	
30-0000-5-714000	VEHICLE PARTS	DUXLER TIRE STORE	TIRE DISPOSAL	42.00	
30-0000-5-714000	VEHICLE PARTS	HAVEY COMMUNICATIONS INC	POWER SUPPLY/STROBE HEAD & KIT	448.00	
30-0000-5-714000	VEHICLE PARTS	INTERSTATE BILLING SERVI	REAR AXLE PARTS #320	611.06	
30-0000-5-714000	VEHICLE PARTS	INTERSTATE BILLING SERVI	HUB AND BEARINGS	345.86	
30-0000-5-714000	VEHICLE PARTS	LIBERTYVILLE LINCOLN SAL	CLIP	11.52	
30-0000-5-714000	VEHICLE PARTS	LIBERTYVILLE LINCOLN SAL	WEATHERSTRIP	29.19	
30-0000-5-714000	VEHICLE PARTS	MCMASTER-CARR SUPPLY CO	ANGLE IRON	155.62	
30-0000-5-714000	VEHICLE PARTS	MIDWEST HOSE AND FITTING	HOSE ASSY	66.06	
30-0000-5-714000	VEHICLE PARTS	MIDWEST HOSE AND FITTING	HOSE ASSY	457.74	
30-0000-5-714000	VEHICLE PARTS	MIDWEST HOSE AND FITTING	HOSE ASSY	232.76	
30-0000-5-714000	VEHICLE PARTS	RUSH ADMINISTRATIVE SERV	EXHAUST CLAMPS	73.70	
30-0000-5-714000	VEHICLE PARTS	RUSH ADMINISTRATIVE SERV	EXHAUST CLAMPS	44.22	
30-0000-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	ELLIOTT, STEPHEN M	REIMBURSE-CDL LICENSE RENEWAL	65.00	
30-0000-9-795000	LEASE PAYMENTS - PRINCIPAL	JP MORGAN EQUIPMENT FINA	VACTOR LEASE #19	21,161.82	
Total For Dept 0000 GENERAL				34,650.05	
Total For Fund 30 VEHICLE MAINT/REPL SERVICE FD				34,650.05	
Fund 31 TECHNOLOGY EQUIP/REPL SER FD					
Dept 0000 GENERAL					
31-0000-3-728000	CONSULTING SERVICES	MGP, INC	GISC STAFFING SERVICES	10,418.92	
31-0000-3-728000	CONSULTING SERVICES	PRESCIENT SOLUTIONS	IT SUPPORT SERVICES #10 3/21	21,568.75	
31-0000-4-711000	WIRELESS SERVICE	VERIZON	SERVICE 12/20-1/19/21	3,279.23	
31-0000-4-719000	INTERNET ACCESS	COMCAST	SERVICE 1/15/21-2/14/21	4,676.49	

JOURNALIZED

BOTH OPEN AND PAID

Item #2.

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 31 TECHNOLOGY EQUIP/REPL SER FD					
Dept 0000 GENERAL					
31-0000-5-729000	SOFTWARE,LICENSING, UPDATES	BS&A SOFTWARE INC	SERVICE FEE-PERMIT APPLICATIONS	54.00	
Total For Dept 0000 GENERAL				39,997.39	
Total For Fund 31 TECHNOLOGY EQUIP/REPL SER FD				39,997.39	
Fund 40 PROJECT FUND					
Dept 0000 GENERAL					
40-0000-0-768000	ST. MARY'S QUIET ZONE	PADDOCK PUBLICATIONS, IN	S-REQST FOR BID/PUBLIC NOTICE	69.00	
40-0000-0-768000	STREETSCAPE IMPROVEMENTS	RHMG ENGINEERS, INC	ENG SERV/ST MARY'S RD QUIET ZONE	706.88	
40-0000-0-799000	MISCELLANEOUS	NATIONAL BAND AND TAG	2021 MOTORCYCLE TAGS	129.78	
Total For Dept 0000 GENERAL				905.66	
Total For Fund 40 PROJECT FUND				905.66	
Fund 46 PUBLIC BUILDING IMPROVEMENT FD					
Dept 0000 GENERAL					
46-0000-0-795000	SCHERTZ MUNICIPAL BUILDING	AMPOL GROUP INTERNATIONAL	REPAIRS POLICE STN BATHROOM/HANG TV	412.75	
46-0000-0-795000	GENERATOR REPLACEMENT AT SCHERT	CUMMINS SALES & SERVICE	GENERATOR REPLACEMENT AT SCHERTZ PER	59,607.06	
Total For Dept 0000 GENERAL				60,019.81	
Total For Fund 46 PUBLIC BUILDING IMPROVEMENT FD				60,019.81	
Fund 60 LIBERTYVILLE SPORTS COMP FUND					
Dept 6001 LSC-INDOOR SPORTS CENTER					
60-6001-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 12/20	25.12	
60-6001-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY	SERVICE 12/20	7,304.54	
60-6001-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 12/20	33.20	
60-6001-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 12/20	1,729.23	
60-6001-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 12/20	843.45	
60-6001-4-719000	INTERNET ACCESS	COMCAST	SERVICE 1/15/21-2/14/21	543.25	
60-6001-7-712000	MAINTENANCE BUILDING	ADVANCED CLEANING SYSTEM	JANITORIAL SERVICES 1/21	2,664.00	
60-6001-7-712000	MAINTENANCE BUILDING	ADVANCED CLEANING SYSTEM	JANITORIAL SERVICES 1/21	454.00	
60-6001-7-714000	MAINTENANCE GROUNDS	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 2/21	1,793.62	
60-6001-7-714000	MAINTENANCE GROUNDS	J & E NURSERY LTD	SKID STEER/SHOVEL/SALT/PLOW	2,870.00	
Total For Dept 6001 LSC-INDOOR SPORTS CENTER				18,260.41	
Total For Fund 60 LIBERTYVILLE SPORTS COMP FUND				18,260.41	

JOURNALIZED
BOTH OPEN AND PAID

Item #2.

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
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Fund Totals:

Fund 01 GENERAL FUND	255,115.81
Fund 02 CONCORD SPECIA	684.92
Fund 05 FOREIGN FIRE I	4,158.09
Fund 06 TIM/CREEK SPEC	454.66
Fund 13 HOTEL/MOTEL TA	18,878.66
Fund 14 COMMUTER PARKI	4,821.37
Fund 20 UTILITY FUND	320,603.13
Fund 21 STORMWATER SEW	7,963.66
Fund 30 VEHICLE MAINT/	34,650.05
Fund 31 TECHNOLOGY EQU	39,997.39
Fund 40 PROJECT FUND	905.66
Fund 46 PUBLIC BUILDIN	60,019.81
Fund 60 LIBERTYVILLE S	18,260.41

Total For All Funds:	<u>766,513.62</u>
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VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	February 9, 2021
Agenda Item:	Consideration of a Resolution to Approve an Amended PACE Dial-A-Ride Agreement
Staff Recommendation:	Approve Resolution
Staff Contact:	Ashley Engelmann, Deputy Village Administrator

Background: The Village Board approved the PACE Dial-a-Ride agreement at their November 24, 2020 Board meeting. Following the approval, PACE provided an amended agreement. Staff requested a summary of the changes to the agreement for review which included Force Majeure, Counterparts and Signature. Those changes have been reviewed and staff recommends approval of the amended agreement.

Staff recommends the Village Board approve the attached resolution to authorize the Mayor to execute the PACE Local Share Agreement.

RESOLUTION NO. 21-R-

A RESOLUTION TO APPROVE AN AMENDED AGREEMENT WITH PACE
TO PERFORM DIAL-A-RIDE SERVICE

WHEREAS, the Village of Libertyville has offered dial-a-ride services for senior citizens and those with a disability; and

WHEREAS, the Village of Libertyville has entered into a shared service with Libertyville Township and the Village of Mundelein; and

WHEREAS, PACE has provided the service contract for the dial-a-ride service.

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 Village of Libertyville Board of Trustees approves the amended 2021 PACE Local Share Dial-a-Ride Agreement to provide services to the Village of Libertyville.

SECTION 2: The Village of Libertyville Board of Trustees authorizes the Mayor to execute an amended agreement with PACE.

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

PASSED this 9th day of February, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this 10th day of February, 2021.

Terry L. Weppeler, Village President

ATTEST:

Sally A. Kowal, Village Clerk

PARATRANSIT LOCAL SHARE AGREEMENT

Village of Libertyville

This PARATRANSIT LOCAL SHARE AGREEMENT (“Agreement”) is made by Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation, (“Pace”) and the Village of Libertyville, an Illinois municipal corporation, (“Sponsor”). Pace and Sponsor are sometimes individually referred to as a “Party” and collective referred to as the “Parties” in this Agreement. In consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Effective Date.** This Agreement shall be in effect beginning on January 1, 2021. If a Party signs this Agreement but fails to date its signature, the date that the other Party receives the signing Party’s signature on this Agreement shall be deemed to be the date that the signing Party signed this Agreement.

2. **Service Description.** Demand response curb-to-curb paratransit service shall be provided for eligible riders as described in the attached Exhibit A (“Service”). The Service and its parameters are subject to change upon approval by Pace and the participating Service sponsor(s).

3. **Term and Termination.** This Agreement shall remain in effect through December 31, 2021 unless earlier terminated by a Party upon 30 days’ advance written notice to the other Party in the event: (a) sufficient funds have not been appropriated to cover the required financial contribution by Pace or any other agency funding the Service; (b) Pace develops alternative public transportation services which, as determined by Pace, will better meet the transportation needs of the public; (c) Sponsor fails to make payments as required by Section 6 of this Agreement; (d) Pace has materially failed to perform its obligations under this Agreement; or (e) Sponsor otherwise determines that the Service is not satisfactory.

4. **Service Provider.** Pace shall contract with one or more outside service providers to provide the Service. Pace shall not be responsible for any failure to provide the Service due to circumstances beyond the reasonable control of Pace and/or Pace’s outside service provider(s). Pace shall make every reasonable effort to have the Service restored as soon as practical. No fees shall be charged by any outside service provider for Service not performed.

5. **Reporting.** Pace shall provide Sponsor with electronic access to or, in the event electronic access is unavailable, a copy of a summary report containing the number of one-way trips, data for the one-way trips, and total miles.

6. **Local Share Funding.** Sponsor shall participate in the financial support of the Service by reimbursing Pace monthly for the local share incurred by Pace in providing the Service (“Local Share”). The Local Share shall equal the total expense of the Service (“Total Expense”) less any fare revenue from the Service less any Pace subsidy for the Service (“Pace Contribution”) less any grants for the Service and shall be calculated as follows (see Cost Estimate Worksheet attached as Exhibit B):

- (a) The Total Expense shall equal the sum of the hourly Service expense and the per-trip Service expense. The hourly Service expense shall be calculated by multiplying the number of vehicle Service hours by the hourly rate charged to Pace by Pace’s outside provider(s) delivering the Service. The per-trip Service expense shall be calculated on a trip-by-trip basis. The operating expense shall be the aggregate of rates and/or fees charged to Pace by Pace’s outside service provider(s) delivering the Service.
- (b) The Pace Contribution, which shall be calculated monthly on a year-to-date basis to adjust for actual vehicle Service hours and to ensure that the annual Pace Contribution is not depleted before the expiration of this Agreement, shall equal the lesser of: (1) 75% of the actual Operating Deficit attributed to a maximum of 785 vehicle Service hours or (2) \$32,211.
- (c) Sponsor shall pay Pace within 30 days of receiving the monthly bill for the Local Share. Sponsor shall mail payment to:

Pace, the Suburban Bus Division of the Regional Transportation Authority
550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: Accounts Payable

7. **Independent Relationship.** Pace is an independent contractor and not an employee, agent, joint venture, or partner of Sponsor, and nothing in this Agreement shall be construed as creating any other relationship between Pace and Sponsor or between any employee or agent of Pace and Sponsor. Pace employees shall at all times remain employees of Pace, and Pace shall be solely responsible for all aspects of their employment, including, without limitation, compensation, benefits, payment or withholding of taxes, Social Security, Medicare, unemployment or other insurance, and workers’ compensation.

8. **Insurance.** Pace shall require its outside service provider(s) providing the Service to obtain and maintain insurance coverage and furnish Pace with evidence of such coverage, including a certificate of insurance. Pace shall provide Sponsor with a copy of the certificate of insurance upon written request by Sponsor.

9. **Indemnification.** Sponsor shall indemnify, defend, and hold harmless Pace and

Pace's officers, directors, employees, and agents from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys' fees, resulting from Sponsor's intentional or negligent acts or omissions concerning the performance of any of Sponsor's obligations under this Agreement. Pace shall indemnify, defend, and hold harmless Sponsor and Sponsor's officers, directors, employees, and agents from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys' fees, resulting from Pace's intentional or negligent acts or omissions concerning the performance of any of Pace's obligations under this Agreement. No Party shall be liable for or be required to indemnify the other Party for claims based upon the intentional or negligent acts or omissions of third persons. Upon written notice by the Party claiming indemnification ("Claimant") to the indemnifying Party ("Indemnitor") regarding any claim which Claimant believes to be covered under this Section, Indemnitor shall appear and defend all suits brought upon such claim and shall pay all costs and expenses incidental thereto, but Claimant shall have the right, at Claimant's option and expense, to participate in the defense of any suit, without relieving Indemnitor of Indemnitor's obligations under this Section.

10. **Compliance with Laws.** The Parties shall comply with all local, state, and federal laws, statutes, ordinances, and rules applicable to this Agreement, including but not limited to section 2-105(A)(4) of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)).

11. **Headings.** The headings contained in this Agreement are for reference and convenience only and shall not affect the meaning or interpretation of this Agreement.

12. **Waiver.** Failure of a Party to exercise any right or pursue any remedy under this Agreement shall not constitute a waiver of that right or remedy.

13. **Binding Effect.** This Agreement shall be binding upon the Parties and their respective directors, officers, employees, agents, representatives, successors, and approved assigns.

14. **Entire Agreement and Non-Reliance.** This Agreement, including any introductory recitals and any attached exhibits, which are hereby incorporated into and made a part of this Agreement, constitutes the entire agreement between the Parties and supersedes any prior written or oral understandings, agreements, or representations between the Parties that may have related in any way to the subject matter of this Agreement, and no other written or oral warranties, inducements, considerations, promises, representations, or interpretations, which are not expressly addressed in this Agreement, shall be implied or impressed upon this Agreement.

Sponsor represents and warrants that: (a) Sponsor has conducted such independent review, investigation, and analysis (financial and otherwise) and obtained such independent legal advice as desired by Sponsor to evaluate this Agreement and the transaction(s) contemplated by this Agreement; (b) Pace has not made any representations or warranties to Sponsor with respect this Agreement and the transaction(s) contemplated by this Agreement, except such representations and/or warranties that are specifically and expressly set forth in this Agreement; and (c) Sponsor has relied only upon such representations and/or warranties by Pace that are specifically and expressly set forth in this Agreement and has not relied upon any other representations or warranties (whether oral or written or express or implied), omissions, or silences by Pace. Without limiting any representations and/or warranties made by Pace that are specifically and expressly set forth in this Agreement, Sponsor acknowledges that Pace will not have or be subject to any liability to Sponsor resulting from the distribution to Sponsor or Sponsor's use of any information, including any information provided or made available to Sponsor or any other document or information in any form provided or made available to Sponsor, in connection with this Agreement and the transaction(s) contemplated by this Agreement.

15. **Conflict.** In the event of a conflict or ambiguity between the terms and conditions of this Agreement and any exhibit to this Agreement, the terms and conditions of this Agreement shall control.

16. **Survival.** Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall be deemed to survive termination or expiration of this Agreement.

17. **Severability.** If any provision of this Agreement is held invalid or unenforceable by an Illinois court of competent jurisdiction, such provision shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

18. **Assignment.** No Party shall assign, delegate, or otherwise transfer all or part of its rights and obligations under this Agreement without the prior written consent of the other Party.

19. **Amendment.** No changes, amendments, or modifications to this Agreement shall be valid unless in writing and signed by the duly authorized signatory of each Party.

20. **Notice.** Any notice under this Agreement shall be in writing and shall be given in the following manner:

- (a) by personal delivery (deemed effective as of the date and time of delivery);
- (b) by commercial overnight delivery (deemed effective on the next business day following deposit of the notice with a commercial overnight delivery company);
- (c) by registered or certified mail, return receipt requested, with proper postage prepaid (deemed effective as of the second business day following deposit of the notice in the U.S. mail); or
- (d) by facsimile with confirmation of transmission (deemed effective as of the date and time of the transmission, except the effective date and time shall be 8:00 a.m. on the next business day after transmission of the notice if transmitted during non-business hours).

Business days are defined as Monday through Friday, excluding federal holidays. Business hours are defined as 8:00 a.m. to 5:00 p.m. Central Standard Time on Monday through Friday, excluding federal holidays. The notice shall be addressed as follows or addressed to such other address as either Party may from time to time specify in writing to the other Party:

If to Pace:

550 W. Algonquin Road
 Arlington Heights, IL 60005
Attention: Executive Director
 Facsimile No.: (847) 228-4205

If to Sponsor:

Village of Libertyville
 118 West Cook Avenue
 Libertyville, IL. 60048-1847
Attention: Terry L. Wepler

21. **Governing Law, Jurisdiction, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law, and the Parties shall submit to the exclusive jurisdiction and venue of the state courts Lake County, Illinois for any dispute arising out of or related to this Agreement.

22. **Authorization.** The signatories to this Agreement represent and warrant that they have full authority to sign this Agreement on behalf of the Party for whom they sign.

23. **Force Majeure.** A Party shall not be held liable to any other Party for damages nor be deemed to have breached this Contract for failure or delay in performing any obligation under this Contract if the failure or delay is caused by or results from causes beyond the reasonable control of and without the fault or negligence of the affected Party, including war, fire, flood, other acts of God, civil disturbance, a terrorist act, pandemic, epidemic, or a labor strike or lockout. The affected Party shall promptly notify the other Party of such force majeure circumstances, specifying the cause and the expected duration of the delay, and shall promptly undertake all reasonable steps necessary to cure the force majeure circumstances. If a condition of force majeure continues for more than 30 consecutive days, this Contract may be terminated immediately for convenience at the option of Pace after written notice. Where an event of force majeure occurs after a Party's failure or delay in performance, the breaching Party shall not be released from liability.

24. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

25. **Signature.** A signature to this Agreement that is transmitted by facsimile or scanned and transmitted electronically shall be deemed an original signature for purposes of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officials on the dates stated below.

PACE

VILLAGE OF LIBERTYVILLE

By: _____
Signature

By: _____
Signature

Print Name: Rocco L. Donahue

Print Name: _____

Print Title: Executive Director

Print Title: _____

Date: _____

Date: _____

Exhibit A

TRANSPORTATION SERVICES

CENTRAL LAKE COUNTY

Village of Libertyville/Libertyville Township/Village of Mundelein

Type of Service	Demand Response Paratransit service provided curb to curb, (and Pre-Scheduled Civic Center Shuttle service between 130 East Cook Ave., 201 East Cook Ave., Libertyville Civic Center located at 137 West Church St. and Cook Memorial Library located at 413 N. Milwaukee Ave).						
Service Operated by	Pace contracts with transportation provider(s) to provide service which is subject to this Agreement. This includes private or public transportation service providers. All providers are equipped with accessible vehicles.						
Trip Reservation Method	Rides will be scheduled by calling the dispatcher on the business day before the trip is being requested, except Monday trips may be reserved on Sunday. Requests for same day service will be honored to the extent that the request can be accommodated within the frame work of the day's schedule. The dispatcher will notify the passenger of the appropriate pick-up time. Seven (7) day advanced scheduling for medical appointments will be allowed.						
Service Area	The service will operate within an area to include the Villages of Libertyville and Mundelein, the Mundelein Park District and to any area of Libertyville Township within one-half (1/2) mile of the borders of the Villages of Libertyville or Mundelein and any area in Libertyville Township which is within the area bordered by Highway 21 (Milwaukee Ave.) on the west, Highway 137 (Buckley Rd.) on the north, Interstate 94 (Tri-State Tollway on the east, and Highway 176 on the south.						
Service Hours	Monday through Friday 9:00 a.m. to 5:00 p.m. Closure Days: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. Some subscription service beginning as early at 8:00 a.m. will also be provided. Times and frequency of the Civic Center Shuttle will be mutually agreed upon by Pace and the Village of Libertyville.						
Fare Structure	Each one-way fare: <table border="0" style="margin-left: 40px;"> <tr> <td>Reduced Fare</td> <td style="text-align: right;">\$3.00</td> </tr> <tr> <td>Transfers</td> <td style="text-align: right;">\$.15</td> </tr> <tr> <td>Civic Center Shuttle</td> <td style="text-align: right;">\$.80</td> </tr> </table> <p>There will be no transfers issued or honored on the pre-scheduled Civic Center service.</p> <p>Central Lake Partners dictate the fare structure and may be subject to change.</p>	Reduced Fare	\$3.00	Transfers	\$.15	Civic Center Shuttle	\$.80
Reduced Fare	\$3.00						
Transfers	\$.15						
Civic Center Shuttle	\$.80						
Rider Eligibility	Persons age 60+ and persons with a disability						

Exhibit B

COST ESTIMATE WORKSHEET

2021 LOCAL SHARE AGREEMENT

Central Lake County

PROJECT: VILLAGE OF LIBERTYVILLE / LIBERTYVILLE TOWNSHIP / VILLAGE OF MUNDELEIN

	<u>Village of Libertyville</u>	<u>Libertyville Township</u>	<u>Village of Mundelein</u>	<u>Total</u>
REVENUE	\$ 1,169	\$ 464	\$ 1,958	\$ 3,591
EXPENSE	\$ 15,154	\$ 6,011	\$ 25,373	\$ 46,539
DEFICIT	\$ 14,747	\$ 8,547	\$ 41,253	\$ 69,718
PACE SUBSIDY	\$ 10,489	\$ 4,160	\$ 17,562	\$ 32,211
CALL CENTER GRANT	\$ 1,500	\$ 595	\$ 2,512	\$ 4,608
LOCAL SHARE	\$ 3,871	\$ 1,536	\$ 6,482	\$ 11,889
RIDERSHIP	479	190	802	1,471
VEHICLE HOURS	255	101	428	785



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	February 9, 2021
Agenda Item:	Consideration of a Resolution to Approve a Professional Services Agreement for Downtown Area Parking Lot Improvements
Staff Recommendation:	Approve Resolution
Staff Contact:	Paul Kendzior, P.E., C.F.M., Director of Public Works

Background: The Village currently has three (3) separate parking lots in the downtown area that are scheduled for pavement rehabilitation in 2021: **1**) the Village Hall lot, **2**) the North Section of the East Community Lot (behind Morgan’s), and **3**) the School Street Lot (north side of School Street, immediately west of the residential homes). The pavement condition of each of these lots warrants rehabilitation, and all three lots are intended to be addressed by milling, base patching and resurfacing of the existing asphalt surface layer, along with corresponding replacement of striping and signage.

Staff requested a proposal from the firm of Doland Engineering, LLC (“Doland Engineering”) to provide surveying and engineering design services for each location. Doland Engineering has completed engineering design services for the Village for previous capital projects with successful results. The attached proposal received from Doland Engineering is in the amount of \$27,190, which includes services for all three lots. The proposal will be included as Exhibit ‘A’ in the Village’s standard professional services agreement. Sufficient funds are available in FY 2020/21 Annual Budget/TIF Fund (Acct.# 09-0000-0-776) to complete the surveying and engineering design work.

The proposed agreement with Doland Engineering is in compliance with the provisions of the *Local Government Professional Services Selection Act* as the Village has a satisfactory relationship for services established with Doland Engineering based upon their successfully completed parking lot design work for the past several years.

Staff recommends adoption of the attached resolution to approve a professional services agreement for the Downtown Area Parking Lot Improvements with the firm of Doland Engineering, LLC in the amount of \$27,190 and authorize execution by the Village Administrator.

RESOLUTION NO. 21-R-_____

A RESOLUTION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH
DOLAND ENGINEERING, LLC FOR THE DOWNTOWN AREA PARKING LOT
IMPROVEMENTS

WHEREAS, the Village of Libertyville has identified the need to retain a professional engineering firm to provide land surveying & design services for proposed parking lot improvements within the downtown area of the Village; and

WHEREAS, sufficient funds are available in the Village of Libertyville's FY 2020/21 Annual Budget/TIF Fund in Account # 09-0000-0-776 to complete the required surveying and engineering design services for the proposed parking lot improvements; and

WHEREAS, the firm Doland Engineering, LLC has provided a proposal in the amount of \$27,190 to complete the required surveying and design services.

WHEREAS, it has been determined by Staff that acceptance of the Proposal from Doland Engineering, LLC 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 Doland Engineering, LLC based upon their previously completed related work and familiarity with the project.

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

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

SECTION 2: The Village of Libertyville Board of Trustees approves the Professional Services Agreement with the firm of Doland Engineering, LLC in the amount of \$27,190 to

provide surveying and engineering design services for the downtown area parking lot improvements.

SECTION 3: The Village of Libertyville Board of Trustees authorizes the Village Administrator to execute the Professional Services Agreement with the firm of Doland Engineering, LLC to complete the engineering design and surveying services for the downtown area parking lot improvements.

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

PASSED this _____ day of February, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of February, 2021.

Terry L. Weppler, Village President

ATTEST:

Sally A. Kowal, Village Clerk

**Request for Proposal
Parking Lot Maintenance at
Village Hall, School Street & East Community (north section)
Village of Libertyville
January 26, 2021**

Submitted to:

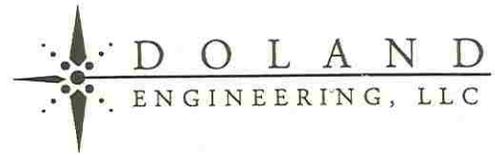
**Mr. Jeff Cooper, P.E., CPESC
Village Engineer
Village of Libertyville**



Submitted by:



*Celebrating Over 50 years of
Responsible Engineering
- For Now, and the Future -*



January 26, 2021

Mr. Jeff Cooper, P.E., CPESC
Village Engineer
Village of Libertyville
200 E. Cook Avenue
Libertyville, IL 60048

RE: Site Civil Engineering Services for Parking Lot Maintenance at the following sites:

- A) Village Hall Parking Lot
- B) School Street Parking Lot
- C) East Community Lot (North section)

Dear Mr. Cooper,

We are pleased to provide you with the following proposal for civil engineering services for the above referenced project. This proposal was prepared to include the necessary surveying and engineering consultation to provide for full engineering design and bidding package for the parking lots locations referenced above.

General Parameters

- Provide accurate surveying and mapping and pavement cores of the existing parking lot for base map in the design of the pavement resurfacing.
- Prepare engineering plans for the milling and resurfacing of the parking lot with Hot Mix Asphalt (HMA) material. Re-stripping of the parking spaces will also be necessary with the new HMA surface. All handicapped parking and access routes in accordance with IAC and ADA requirements.
- Prepare construction and bidding documents for the project to be placed for public bidding in conformance with Village of Libertyville standard public bidding document procedures and protocol.

The existing parking lots are each comprised of an asphalt surface which is aged and deteriorated. The Village's objective is to perform a standard mill and resurface project on the parking lot to rejuvenate the wearing surface and provide for a safe means of travel for vehicles in the parking lot. We have reviewed aerial photographs along with the available Lake County topographic data to gain an overall understanding of the area and have further visited the site for familiarity of the project areas.

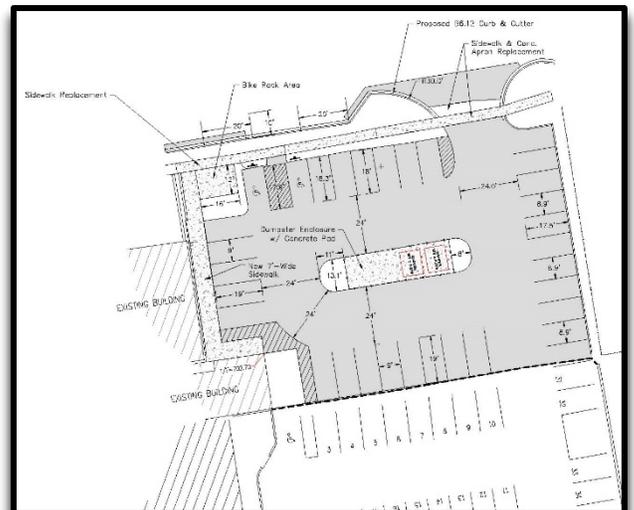
Site A:
Village Hall Parking Lot



Site B:
School Street Parking Lot



Site C:
East Community Parking Lot (North Section)



Tasks of the Consultant

1. Surveying and mapping of project area and surrounding vicinity to fully document the subject project limits and all areas of transition. This is not needed for the East Community Lot as prior mapping can be utilized.
2. Parking lot cores for milling and resurfacing strategy refinement (i.e. depth of milling and patching expectation).
3. Develop final engineering plans, specifications and details for the parking lot resurfacing and parking re-striping. The East Community Parking Lot has previously developed plans for resurfacing of the existing lot which will be incorporated into the new plans to gain the benefit of prior computer drafting plan compilation.
4. Compile Final Quantities
5. Compile Bidding Contract Documents
6. Engineer's Opinion of Probable Cost (EOPC)

Engineering Fee Schedule

For our fee establishment, we have reviewed the work scope and project objectives. We are confident that our forecast of the work involved will culminate in complete construction plans and bidding documents to secure competitive contractor pricing.

Fixed Fee: \$27,190.00

(estimated hours shown below for reference on insight into how fixed fee was compiled).

Task #	Soil Boring	Professional	Professional	Survey	CAD
	Engineer	Engineer	Surveyor	Technician	Draftsman
1			4	40	22
2	\$4,000				
3		42			32
4		16			
5		32			
6		8			
Total Estimated Hours		98	4	40	54
Hourly Rate		\$150.00	\$125.00	\$85.00	\$85.00
Total Fee	\$4,000.00	\$14,700.00	\$500.00	\$3,400.00	\$4,590.00
				TOTAL =	\$27,190.00

Should the progress of our work identify that additional scope is warranted, we will notify you at once and provide a proposal for any such additional services.

I look forward to the opportunity to work with you and your staff.

Sincerely,



Desiree D. Doland, P.E.
C.E.O.

Acceptance by Village of Libertyville:

By: _____
Signature

Title: _____

Date: _____



VILLAGE BOARD AGENDA SUPPLEMENT

- Meeting Date:** February 9, 2021
- Agenda Item:** Consideration of a Resolution to Approve a Water Main Easement Agreement with Community High School District 128 for the 2020 Watermain Replacement Program
- Staff Recommendation:** Approve Resolution
- Staff Contact:** Paul Kendzior, P.E., C.F.M., Director of Public Works
-

Background: Construction for the 2020 Water Main Replacement Program was completed this past summer, with new water main being installed along the frontage of Libertyville High School parallel to IL Route 176. The new water main was installed just within the High School property, which was coordinated with and approved by Community High School District 128 (“District 128”). To allow for the construction to proceed this summer, the Village and District 128 entered into a Temporary Access Construction and Water Main Easement Agreement, which was approved by the Village Board on July 14, 2020 (Resolution 20-R-87).

Both Village staff and representatives from District 128 agreed that it would be beneficial to establish a permanent easement over the water main premises *after* construction had been completed, as this would allow for the physical location to be verified prior to finalizing and recording the easement agreement. The location of the main has since been identified, and final Easement Agreement documents were provided to District 128 for review and were subsequently approved. This Easement Agreement establishes the necessary rights and responsibilities for both parties for perpetual maintenance and operation of the water main.

Staff recommends adoption of the attached Resolution to approve a Water Main Easement Agreement with Community High School District 128 for the 2020 Watermain Replacement Program.

RESOLUTION NO. 21-R-___

A RESOLUTION TO APPROVE A WATER MAIN EASEMENT
AGREEMENT WITH COMMUNITY HIGH SCHOOL DISTRICT 128
AT 706 W. PARK AVENUE

WHEREAS, Community High School District 128 (“District 128”) owns the property located at 706 W. Park Avenue (“Subject Property”), commonly referred to as Libertyville High School, in the Village of Libertyville, County of Lake, State of Illinois; and

WHEREAS, the Village of Libertyville (“Village”) recently installed a new watermain within the southern portion of the Subject Property; and

WHEREAS, a Water Main Easement Agreement has been prepared to provide the necessary rights to the Village to allow for proper operation and maintenance of the watermain within the Subject Property; and

WHEREAS, District 128 agrees to grant and dedicate an easement for that portion of the Village’s water main facilities that are located within the Subject Property, subject to the terms of the Water Main Easement Agreement, which has been executed by District 128 and is attached hereto as Exhibit A; and

WHEREAS, the President and Board of Trustees of the Village of Libertyville believe that it is in the best interests of the Village to approve the Water Main Easement Agreement.

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

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

SECTION 2: The Village of Libertyville Board of Trustees approves the Water Main Easement Agreement at 706 W. Park Avenue.

SECTION 3: The Village of Libertyville Board of Trustees authorizes the Village President and Village Clerk to execute the Water Main Easement Agreement.

SECTION 4: The Water Main Easement Agreement shall be recorded with the Lake County Recorder of Deeds.

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

PASSED this _____ day of February, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of February, 2021.

Terry L. Wepler, Village President

ATTEST:

Sally A. Kowal, Village Clerk

EXHIBIT A
WATER MAIN EASEMENT AGREEMENT

VILLAGE OF LIBERTYVILLE
WATER MAIN EASEMENT AGREEMENT

THIS AGREEMENT, dated as of this 26th day of January, 2021, by and between the VILLAGE OF LIBERTYVILLE, a municipal corporation created and existing under the laws of the State of Illinois, 118 West Cook Avenue, Libertyville, Illinois 60048 (hereinafter referred to as the “Village”), and COMMUNITY HIGH SCHOOL DISTRICT 128 (hereinafter collectively referred to as the “Owner”)

WITNESSETH:

WHEREAS, The Owner is the sole owner of record of certain real estate commonly referred to as Libertyville High School and located at 708 W. Park Avenue, in the Village of Libertyville, County of Lake, State of Illinois, which property is legally described on **Exhibit A** attached hereto and by this reference incorporated herein and made a part hereof (the “Real Estate”); and

WHEREAS, the Village desires to locate a portion of its water main facilities in, upon, under, through, along and across that portion of the Real Estate, legally described on **Exhibit B** and graphically depicted on **Exhibit C** attached hereto and by this reference incorporated herein (the “Easement Premises”);

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for the sum of Ten Dollars (\$10) and other good and valuable consideration paid by the Village to the Owner, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. **GRANT OF EASEMENT.** The Owner hereby grants, conveys, warrants and dedicates to the Village, its successors and assigns, a perpetual easement and right of way to survey, construct, reconstruct, lay, use, own, operate, maintain, test, inspect, repair, replace, enlarge, renew, alter, remove or abandon in place (said activities hereinafter collectively referred to as "Installation") a water main of such size and material and with such attachments, equipment and appurtenances thereto as the Village may deem necessary (said water main and said attachments, equipment and appurtenances hereinafter collectively referred to as the "Facilities"), subject to the terms and conditions hereinafter set forth, in, upon, under, through, along and across the Easement Premises together with reasonable rights of ingress and egress over, along, upon and across the Easement Premises for the exercise of the rights herein granted.

2. **INSTALLATION.** The Village agrees that any Installation activity by the Village, its authorized agents, servants, employees or contractors, shall be done and completed in a good and workmanlike manner, all at the sole expense of the Village.

3. **RESTORATION.** Upon completion of any Installation activity by the Village, its authorized agents, employees or contractors, the Village agrees to (a) replace and grade all topsoil removed by the Village; (b) restore all fences, roads, pavements, sidewalks, plantings, landscaping and improvements as nearly as practicable to the condition immediately preceding the Installation if damaged or removed by the Village as a direct result of the Installation; and (c) repair any subsurface water, sewer or drainage lines which are damaged as a direct result of the Installation; (d) replace any and all natural grass removed by the Village by seeding with a good quality seed.

4. **HOLD HARMLESS.** The Village agrees to save and hold the Owner harmless from all claims, causes of action, suits, damages or demands that arise directly from the negligence of the Village or its authorized agents, servants, employees or contractors in the Installation of the Facilities on the Easement Premises. The Village further agrees that it shall indemnify the Owner against any damage

caused to the Owner's Real Estate that arise directly from the negligence of the Village or its authorized agents, servants, employees or contractors in connection with the Village's maintenance of the water main which is installed pursuant to this grant of easement.

5. **RESERVED RIGHTS.** The Owner hereby reserves the right to use the Easement Premises and its adjacent property in any manner that will not prevent or interfere in any way with the exercise by the Village of the rights granted hereunder; provided, however, that the Owner shall not permanently or temporarily improve, disturb, damage, destroy, injure or obstruct the Easement Premises, nor permit the Easement Premises to be permanently or temporarily improved, disturbed, damaged, destroyed, injured or obstructed at any time whatsoever, without the express prior written consent of the Village. The Owner shall have the right to grant other non-exclusive easements over, along, upon or across the Easement Premises; provided, however, that any such other easements shall be subject to this Agreement and the rights granted hereby; and provided further, however, that the Village shall have first consented in writing to the terms, nature, and location of any such other easements.

6. **FURTHER ASSURANCES.** The Owner hereby represents and warrants that it shall take all necessary action so that the easements contemplated by this Agreement shall be released from all liens, including but not limited to, the lien of all mortgages, mechanics' lien claims, security agreements, assignments of rents and leases and shall execute all such documents as may be reasonably necessary to perfect the Village's right, title and interest herein.

7. **COVENANTS RUNNING WITH THE LAND.** The easements and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement shall be easements, rights, restrictions, agreements and covenants running with the land, shall be recorded against the Easement Premises and shall be binding upon and inure to the benefit of the Owner and the Village and their respective heirs, executors, administrators, grantees, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all

subsequent owners of the Easement Premises, or any portion thereof, and all persons claiming under them. If any of the easements, rights, restrictions, agreements or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements or covenants shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States.

8. ASSIGNMENT OF RIGHTS.

The Owner agrees that the Village may assign or delegate its duties under this Agreement, in whole or in part, without the consent of the Owner.

9. AMENDMENT.

This Agreement may be modified, amended or annulled only by the written agreement of the Owner and the Village.

10. SURVIVAL.

All representations and warranties contained herein shall survive the execution of this Agreement and the recordation thereof and shall not be merged.

IN WITNESS WHEREOF, the parties hereto have executed or have caused this instrument to be executed by their proper officers duly authorized to execute the same.

ATTEST:

VILLAGE OF LIBERTYVILLE:

By: _____
Sally A. Kowal, Village Clerk

By: _____
Terry L. Wepler, Village President

ATTEST:

COMMUNITY HIGH SCHOOL DISTRICT 128:

By: Karin Lundstedt
Karin Lundstedt, Board Secretary

By: Patrick Groody
Patrick Groody, Board President

EXHIBIT ALegal Description of the Real Estate

PARCEL 1:

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, AT A POINT 225.0 FEET WEST FROM THE SOUTHEAST CORNER THEREOF; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, 678.4 FEET; THENCE NORTH 75 DEGREES 22 MINUTES WEST, 66.7 FEET; THENCE SOUTH 47 DEGREES 42 MINUTES WEST, 63.5 FEET; THENCE SOUTH 87 DEGREES 17 MINUTES WEST, 226.0 FEET; THENCE SOUTH 48 DEGREES 45 MINUTES WEST, 200.0 FEET; THENCE SOUTH 87 DEGREES 17 MINUTES WEST, 134.0 FEET; THENCE NORTH 82 DEGREES 45 MINUTES WEST, 305.6 FEET; THENCE SOUTH 78 DEGREES 15 MINUTES WEST, 188.0 FEET MORE OR LESS, TO THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17; THENCE SOUTH 506.0 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17; THENCE EAST ALONG THE SOUTH LINE THEREOF TO THE POINT OF BEGINNING,

ALSO: THE NORTH 132.0 FEET, EXCEPTING THEREFROM THE EAST 225.0 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN,

ALSO, A TRACT OF LAND BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE CENTER LINE OF PARK AVENUE, WESTERLY 289.9 FEET FROM THE EAST LINE OF SECTION 20; THENCE NORTH 266.7 FEET TO AN IRON PIPE; THENCE EAST 60.0 FEET TO A POINT 225.0 FEET WEST OF THE EAST LINE OF SECTION 20; THENCE SOUTH TO THE CENTER OF PARK AVENUE; THENCE WESTERLY ALONG THE CENTER LINE OF PARK AVENUE, 60.0 FEET TO THE POINT OF BEGINNING, IN SECTION 20, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF SECTIONS 16, 17, 20 AND 21, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH LINE OF SAID SECTION 16, AT A POINT 325.4 FEET EAST FROM THE SOUTHWEST CORNER THEREOF; THENCE NORTH ALONG THE WEST LINE OF OAKWOOD TERRACE, A SUBDIVISION OF PART OF SECTIONS 16 AND 21, 1188.4 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 16, 325.4 FEET TO THE WEST LINE OF SAID SECTION 16; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 16, 638.4 FEET; THENCE SOUTH 88 DEGREES 52 MINUTES WEST, 36.0 FEET; THENCE NORTH 52 DEGREES 8 MINUTES WEST, 194.0 FEET; NORTH 75 DEGREES 22 MINUTES WEST, 37.1 FEET TO A POINT WHICH IS 225.0 FEET WEST FROM THE EAST LINE OF SAID SECTION 17; THENCE SOUTH, PARALLEL TO SAID EAST LINE OF SECTION 17, 678.4 TO THE SOUTH LINE THEREOF; THENCE SOUTH, ALONG A LINE 225.0 FEET WEST FROM AND PARALLEL TO THE EAST LINE OF SAID SECTION 20, 391.8 FEET TO THE CENTER OF THE FORMER MECHANICS GROVE ROAD, THENCE NORTH 79 DEGREES 19 MINUTES EAST ALONG THE CENTER OF SAID ROAD 229.0 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 21, WHICH IS 349.0 FEET SOUTH FROM THE NORTHWEST CORNER THEREOF; THENCE EASTERLY 330.0 FEET TO A POINT IN THE CENTER OF SAID ROAD WHICH IS 325.4 FEET EAST FROM THE WEST LINE AND 294.0 FEET SOUTH FROM THE NORTH LINE OF SAID SECTION 21; THENCE NORTH ALONG THE WEST LINE OF SAID OAKWOOD TERRACE SUBDIVISION, 294.0 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT AND IRON STAKE 132 FEET SOUTH OF THE NORTH LINE AND WEST 689 FEET WEST OF THE EAST LINE OF SECTION 20; THENCE WEST AND PARALLEL TO SAID NORTH LINE OF SECTION 20, 682.5 FEET TO AN IRON STAKE; THENCE SOUTH 11 DEGREES EAST, 471.3 FEET TO THE CENTER OF MECHANIC'S GROVE ROAD; THENCE NORTH 79 DEGREES 19 MINUTES EAST ALONG THE CENTER OF SAID ROAD 603.4 FEET TO AN IRON STAKE; THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID SECTION 349.4 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE CENTER OF PARK AVENUE 289.9 FEET FROM THE EAST LINE OF SAID SECTION 20; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION 20, 266.7, MORE OR LESS, TO A POINT 132 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 20; THENCE WEST 399.1 FEET, MORE OR LESS, ALONG A LINE 132 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 20 TO AN OLD IRON PIPE MARKING THE NORTHEAST CORNER OF BALDWIN OR FOULD'S ESTATE; THENCE SOUTH PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20, 348.78 FEET, MORE OR LESS, TO THE CENTER OF PARK AVENUE; THENCE NORTHEASTERLY ALONG THE CENTER OF PARK AVENUE, 271.20 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS

PARCEL 5:

THE WEST 188 FEET OF LOTS 12, 13 AND 14, LOTS 15 THROUGH 22 IN OAKWOOD TERRACE SUBDIVISION, A SUBDIVISION IN SECTIONS 16 AND 21, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS

EXHIBIT B**Legal Description of Easement Premises**

THAT PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER SAID SECTION 20; THENCE ON AN ASSUMED BEARING OF SOUTH 0 DEGREES 02 MINUTES 30 SECONDS EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20, A DISTANCE OF 316.43 FEET TO THE NORTH RIGHT OF WAY LINE OF PARK AVENUE (MECHANIC'S GROVE ROAD) AS SHOWN ON DOCUMENT NUMBER 106338; THENCE SOUTH 79 DEGREES 20 MINUTES 58 SECONDS WEST ALONG THE SAID NORTHERLY RIGHT OF WAY LINE OF PARK AVENUE (MECHANIC'S GROVE ROAD), A DISTANCE OF 243.26 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 79 DEGREES 20 MINUTES 58 SECONDS WEST ALONG THE SAID NORTHERLY RIGHT OF WAY LINE OF PARK AVENUE (MECHANIC'S GROVE ROAD), A DISTANCE OF 55.02 FEET; THENCE NORTH 55 DEGREES 39 MINUTES 02 SECONDS WEST, A DISTANCE OF 43.55 FEET; THENCE SOUTH 79 DEGREES 20 MINUTES 58 SECONDS WEST, A DISTANCE OF 57.86 FEET; THENCE SOUTH 70 DEGREES 13 MINUTES 20 SECONDS WEST, A DISTANCE OF 101.24 FEET; THENCE SOUTH 78 DEGREES 25 MINUTES 55 SECONDS WEST, A DISTANCE OF 200.18 FEET; THENCE SOUTH 73 DEGREES 39 MINUTES 10 SECONDS WEST, A DISTANCE OF 116.18 FEET TO THE SAID NORTHERLY RIGHT OF WAY LINE OF PARK AVENUE (MECHANIC'S GROVE ROAD); THENCE SOUTH 79 DEGREES 20 MINUTES 58 SECONDS WEST ALONG THE SAID NORTHERLY RIGHT OF WAY LINE OF PARK AVENUE (MECHANIC'S GROVE ROAD), A DISTANCE OF 443.52 FEET; THENCE NORTH 83 DEGREES 06 MINUTES 50 SECONDS WEST, A DISTANCE OF 27.82 FEET; THENCE SOUTH 79 DEGREES 20 MINUTES 54 SECONDS WEST, A DISTANCE OF 11.26 FEET; THENCE SOUTH 44 DEGREES 04 MINUTES 21 SECONDS WEST, A DISTANCE OF 14.51 FEET TO THE SAID NORTHERLY RIGHT OF WAY LINE OF PARK AVENUE (MECHANIC'S GROVE ROAD); THENCE SOUTH 79 DEGREES 20 MINUTES 58 SECONDS WEST ALONG THE SAID NORTHERLY RIGHT OF WAY OF PARK AVENUE (MECHANIC'S GROVE ROAD), A DISTANCE OF 15.48 FEET TO A POINT ON THE WESTERLY LINE OF THE GRANTOR ACCORDING TO TRUSTEE'S DEED RECORDED JULY 30, 1987 AS DOCUMENT NUMBER 2596154; THENCE NORTH 10 DEGREES 56 MINUTES 06 SECONDS WEST ALONG THE WESTERLY LINE OF THE GRANTOR, ACCORDING TO SAID TRUSTEE'S DEED, A DISTANCE OF 1.29 FEET; THENCE NORTH 44 DEGREES 04 MINUTES 21 SECONDS EAST, A DISTANCE OF 29.59 FEET; THENCE NORTH 79 DEGREES 20 MINUTES 54 SECONDS EAST, A DISTANCE OF 15.99 FEET; THENCE SOUTH 83 DEGREES 06 MINUTES 50 SECONDS EAST, A DISTANCE OF 27.82 FEET TO A POINT 10.00 FEET NORMALLY DISTANT NORTHERLY OF THE SAID NORTHERLY RIGHT OF WAY LINE OF PARK AVENUE (MECHANIC'S GROVE ROAD); THENCE NORTH 79 DEGREES 20 MINUTES 58 SECONDS EAST ALONG A LINE 10.00 FEET NORMALLY DISTANT NORTHERLY OF AND PARALLEL WITH THE SAID NORTHERLY RIGHT OF WAY LINE OF PARK AVENUE (MECHANIC'S GROVE ROAD), A DISTANCE OF 441.48 FEET; THENCE NORTH 73 DEGREES 39 MINUTES 10 SECONDS EAST, A DISTANCE OF 116.10 FEET; THENCE NORTH 78 DEGREES 25 MINUTES 55 SECONDS EAST, A DISTANCE OF 199.88 FEET; THENCE NORTH 70 DEGREES 13 MINUTES 20 SECONDS EAST, A DISTANCE OF 101.32 FEET; THENCE NORTH 79 DEGREES 20 MINUTES 58 SECONDS EAST, A DISTANCE OF 62.80 FEET; THENCE SOUTH 55 DEGREES 39 MINUTES 02 SECONDS EAST, A DISTANCE OF 43.55 FEET TO A POINT 10.00 FEET NORMALLY DISTANT NORTHERLY OF THE SAID NORTHERLY RIGHT OF WAY LINE OF PARK AVENUE (MECHANIC'S GROVE ROAD); THENCE NORTH 79 DEGREES 20 MINUTES 58 SECONDS EAST ALONG A LINE 10.00 FEET NORMALLY DISTANT NORTHERLY OF AND PARALLEL WITH THE SAID NORTHERLY RIGHT OF WAY LINE OF PARK AVENUE (MECHANIC'S GROVE ROAD), A DISTANCE OF 40.88 FEET; THENCE SOUTH 55 DEGREES 39 MINUTES 02 SECONDS EAST, A DISTANCE OF 14.14 FEET TO THE POINT OF BEGINNING.

EXHIBIT C

Easement Exhibit



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	February 9, 2021
Agenda Item:	Consideration of a Resolution to Approve a Contract Renewal with Integrated Lakes Management, Inc. for the Annual Lake & Pond Management Program
Staff Recommendation:	Approve Resolution
Staff Contact:	Paul Kendzior, P.E., C.F.M., Director of Public Works

Background: The Village contracts the maintenance of lake and pond management services that includes aquatic weed and algae control services at Butler Lake, the Butler Lake lagoon and various ponds at the Concord/Interlaken, Interlaken Ridge & Timber Creek subdivisions and Red Top & Riverside Parks. The Public Works Department opened sealed competitive bids for the annual Lake & Pond Management Contractual Services Program on May 16, 2019. The lowest responsive bidder, Integrated Lakes Management, Inc., was awarded the contract on May 28, 2019 with the passage of Resolution 19-R- 97. The contract contained three years' worth of pricing and renewal clauses for two additional years. The contract was renewed with Integrated Lakes Management, Inc. with the passage of Resolution 20-R-19 on February 11, 2020.

Village staff recommends renewing the contract with Integrated Lakes Management, Inc. for the second and final of the two possible additional years based upon their continued responsiveness and thorough work performance for the past two years. The Draft FY 2021/22 Annual Budget contains sufficient funding in the Park Improvement Fund, the Concord-Interlaken & Timber Creek Special Service Areas and the General Fund under Parks Maintenance to complete the proposed work. This work does not include the Butler Lagoon aerator maintenance or bacteria management, which will be completed under a separate contract.

Staff recommends approval of the attached resolution to renew the contract for the annual Lake & Pond Management Program with Integrated Lakes Management, Inc. in the amount of \$24,083 and authorize execution by the Village Administrator, subject to the appropriation of funds in the Draft FY 2021/22 Annual Budget.

RESOLUTION NO. 21-R-

A RESOLUTION TO RENEW THE CONTRACT WITH INTEGRATED LAKES MANAGEMENT, INC. FOR THE ANNUAL LAKE & POND MANAGEMENT PROGRAM

WHEREAS, the Village of Libertyville opened sealed bids on May 16, 2019 for the Annual Lake & Pond Management Program whereby Integrated Lakes Management, Inc. was determined to be the lowest responsive bidder; and

WHEREAS, the Village of Libertyville Board of Trustees awarded a contract to Integrated Lakes Management, Inc. on May 28, 2019 with the passage of Resolution 19-R-97; and

WHEREAS, the contract contained three years' worth of pricing and language that allowed renewals annually for up to two additional years; and

WHEREAS, the Village of Libertyville's Draft FY 2021/22 Annual Budget provides sufficient funding in the Park Improvement Fund, the Concord-Interlaken and Timber Creek subdivisions Special Service Areas and the General Fund under Parks Maintenance to perform the proposed pond and lake maintenance services; and

WHEREAS, Village Staff recommends approval of renewing the contract with Integrated Lakes Management, Inc. for a third of three possible years in the amount of \$24,083, subject to the appropriation of funding in the Draft FY 2021/22 Annual Budget.

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

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

SECTION 2: The Village of Libertyville Board of Trustees approves the Annual Lake & Pond Management Program contract renewal with Integrated Lakes Management, Inc. in the amount of \$24,083, subject to the appropriation of funding in the FY 2021/22 Annual Budget.

SECTION 3: The Village of Libertyville Board of Trustees authorizes the Village Administrator to execute the contract renewal with Integrated Lakes Management, Inc. for the Annual Lake & Pond Management Contractual Services Program, subject to the appropriation of funding in the FY 2021/22 Annual Budget.

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

PASSED this _____ day of February, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of February, 2021.

Terry L. Wepler, Village President

ATTEST:

Sally A. Kowal, Village Clerk

Village of Libertyville
Lake and Pond Management Bid Tabulation
Opened: May 16, 2019 at 10:00 am

Summary	2019	2020	2021
Integrated Lakes Management	\$21,281.00	\$23,615.00	\$24,083.00
McCloud Aqautics	\$24,200.79	\$24,200.79	\$24,926.82
Clarke Aquatic Services, Inc.	\$29,983.00	\$29,983.00	\$29,983.00

Village of Libertyville
 Lake and Pond Management Bid Tabulation
 Opened: May 16, 2019 at 10:00 am

Integrated Lakes Management

2019	Size in acres	Notes	Cost	Algae Control per acre, by request	Weed Control per acre, by request
Butler Lake Lagoon	3.10	Maximum of 15 visits inc. binding agent	\$3,062.00	\$150.00	\$675.00
Concord-Interlaken	2.00	Maximum of 15 visits inc. binding agent	\$2,449.00	\$150.00	\$675.00
Interlaken Ridge East Pond	0.65	Maximum of 15 visits inc. binding agent	\$1,763.00	\$150.00	\$675.00
Interlaken Ridge West Pond	0.25	Maximum of 15 visits inc. binding agent	\$680.00	\$150.00	\$675.00
Timber Creek East Pond	0.75	Maximum of 15 visits inc. binding agent	\$1,095.00	\$150.00	\$675.00
Timber Creek Center Pond	0.75	Maximum of 15 visits inc. binding agent	\$1,095.00	\$150.00	\$675.00
Timber Creek West Pond	0.55	Maximum of 15 visits inc. binding agent	\$803.00	\$150.00	\$675.00
Red Top Park Pond	3.00	Maximum of 15 visits inc. binding agent	\$2,058.00	\$150.00	\$675.00
Riverside Golf course large Pond	2.61	Per acre price	\$340.00	\$150.00	\$675.00
Riverside Golf course small Pond	0.51	Per acre price	\$340.00	\$150.00	\$675.00
Timber Creek Diffusor Spring maintenance of three (3) ponds		Once in spring	\$785.00	Additional diffusor maintenance minimum cost	\$125.00
Concord - Interlaken Fountain winterization		Spring install, winter removal and storage	\$500.00	Additional fountain maintenance minimum cost	\$125.00
Butler Lake - South of Lake St	56.00	1 visit including 1 bump	\$4,798.00	Fluridone herbicide & Aquatic Weed survey	
		Additional Fluridone bump cost	\$1,513.00		
2019 Total Costs			\$21,281.00		

2020	Size in acres	Notes	Cost	Algae Control per acre, by request	Weed Control per acre, by request
Butler Lake Lagoon	3.10	Maximum of 15 visits inc. binding agent	\$3,652.00	\$150.00	\$675.00
Concord-Interlaken	2.00	Maximum of 15 visits inc. binding agent	\$2,872.00	\$150.00	\$675.00
Interlaken Ridge East Pond	0.65	Maximum of 15 visits inc. binding agent	\$1,790.00	\$150.00	\$675.00
Interlaken Ridge West Pond	0.25	Maximum of 15 visits inc. binding agent	\$689.00	\$150.00	\$675.00
Timber Creek East Pond	0.75	Maximum of 15 visits inc. binding agent	\$1,293.00	\$150.00	\$675.00
Timber Creek Center Pond	0.75	Maximum of 15 visits inc. binding agent	\$1,293.00	\$150.00	\$675.00
Timber Creek West Pond	0.55	Maximum of 15 visits inc. binding agent	\$949.00	\$150.00	\$675.00
Red Top Park Pond	3.00	Maximum of 15 visits inc. binding agent	\$2,801.00	\$150.00	\$675.00
Riverside Golf course large Pond	2.61	Per acre price	\$340.00	\$150.00	\$675.00
Riverside Golf course small Pond	0.51	Per acre price	\$340.00	\$150.00	\$675.00
Timber Creek Diffusor Spring maintenance of three (3) ponds		Once in spring	\$785.00	Additional diffusor maintenance minimum cost	\$125.00
Concord - Interlaken Fountain winterization		Spring install, winter removal and storage	\$500.00	Additional fountain maintenance minimum cost	\$125.00
Butler Lake - South of Lake St	56.00	1 visit including 1 bump	\$4,798.00	Fluridone herbicide & Aquatic Weed survey	
		Additional Fluridone bump cost	\$1,513.00		
2020 Total Costs			\$23,615.00		

2021	Size in acres	Notes	Cost	Algae Control per acre, by request	Weed Control per acre, by request
Butler Lake Lagoon	3.10	Maximum of 15 visits inc. binding agent	\$3,725.00	\$152.00	\$682.00
Concord-Interlaken	2.00	Maximum of 15 visits inc. binding agent	\$2,929.00	\$152.00	\$682.00
Interlaken Ridge East Pond	0.65	Maximum of 15 visits inc. binding agent	\$1,825.00	\$152.00	\$682.00
Interlaken Ridge West Pond	0.25	Maximum of 15 visits inc. binding agent	\$702.00	\$152.00	\$682.00
Timber Creek East Pond	0.75	Maximum of 15 visits inc. binding agent	\$1,318.00	\$152.00	\$682.00
Timber Creek Center Pond	0.75	Maximum of 15 visits inc. binding agent	\$1,318.00	\$152.00	\$682.00
Timber Creek West Pond	0.55	Maximum of 15 visits inc. binding agent	\$968.00	\$152.00	\$682.00
Red Top Park Pond	3.00	Maximum of 15 visits inc. binding agent	\$2,857.00	\$152.00	\$682.00
Riverside Golf course large Pond	2.61	Per acre price	\$347.00	\$152.00	\$682.00
Riverside Golf course small Pond	0.51	Per acre price	\$347.00	\$152.00	\$682.00
Timber Creek Diffusor Spring maintenance of three (3) ponds		Once in spring	\$795.00	Additional diffusor maintenance minimum cost	\$130.00
Concord - Interlaken Fountain winterization		Spring install, winter removal and storage	\$515.00	Additional fountain maintenance minimum cost	\$130.00
Butler Lake - South of Lake St	56.00	1 visit including 1 bump	\$4,894.00	Fluridone herbicide & Aquatic Weed survey	
		Additional Fluridone bump cost	\$1,543.00		
2021 Total Costs			\$24,083.00		

Village of Libertyville
 Lake and Pond Management Bid Tabulation
 Opened: May 16, 2019 at 10:00 am

McCloud Aquatics

2019	Size in acres	Notes	Cost	Algae Control per acre, by request	Weed Control per acre, by request
Butler Lake Lagoon	3.10	Maximum of 15 visits inc. binding agent	\$4,717.39	\$350.00	\$375.00
Concord-Interlaken	2.00	Maximum of 15 visits inc. binding agent	\$3,043.48	\$350.00	\$375.00
Interlaken Ridge East Pond	0.65	Maximum of 15 visits inc. binding agent	\$989.13	\$350.00	\$375.00
Interlaken Ridge West Pond	0.25	Maximum of 15 visits inc. binding agent	\$380.44	\$350.00	\$375.00
Timber Creek East Pond	0.75	Maximum of 15 visits inc. binding agent	\$1,441.31	\$350.00	\$375.00
Timber Creek Center Pond	0.75	Maximum of 15 visits inc. binding agent	\$1,441.31	\$350.00	\$375.00
Timber Creek West Pond	0.55	Maximum of 15 visits inc. binding agent	\$836.96	\$350.00	\$375.00
Red Top Park Pond	3.00	Maximum of 15 visits inc. binding agent	\$4,565.22	\$350.00	\$375.00
Riverside Golf course large Pond	2.61	Per acre price	No Price Listed	\$350.00	\$375.00
Riverside Golf course small Pond	0.51	Per acre price	No Price Listed	\$350.00	\$375.00
Timber Creek Diffusor Spring maintenance of three (3) ponds		Once in spring	Included	Additional diffusor maintenance minimum cost	\$140.00/Hour
Concord - Interlaken Fountain winterization		Spring install, winter removal and storage	Included	Additional fountain maintenance minimum cost	\$140.00/Hour
Butler Lake - South of Lake St	56.00	1 visit including 1 bump	\$5,440.55	Fluridone herbicide & Aquatic Weed survey	
		Additional Fluridone bump cost	\$1,345.00		
2019 Total Costs			\$24,200.79		

2020	Size in acres	Notes	Cost	Algae Control per acre, by request	Weed Control per acre, by request
Butler Lake Lagoon	3.10	Maximum of 15 visits inc. binding agent	\$4,717.39	\$350.00	\$375.00
Concord-Interlaken	2.00	Maximum of 15 visits inc. binding agent	\$3,043.48	\$350.00	\$375.00
Interlaken Ridge East Pond	0.65	Maximum of 15 visits inc. binding agent	\$989.13	\$350.00	\$375.00
Interlaken Ridge West Pond	0.25	Maximum of 15 visits inc. binding agent	\$380.44	\$350.00	\$375.00
Timber Creek East Pond	0.75	Maximum of 15 visits inc. binding agent	\$1,441.31	\$350.00	\$375.00
Timber Creek Center Pond	0.75	Maximum of 15 visits inc. binding agent	\$1,441.31	\$350.00	\$375.00
Timber Creek West Pond	0.55	Maximum of 15 visits inc. binding agent	\$836.96	\$350.00	\$375.00
Red Top Park Pond	3.00	Maximum of 15 visits inc. binding agent	\$4,565.22	\$350.00	\$375.00
Riverside Golf course large Pond	2.61	Per acre price	No Price Listed	\$350.00	\$375.00
Riverside Golf course small Pond	0.51	Per acre price	No Price Listed	\$350.00	\$375.00
Timber Creek Diffusor Spring maintenance of three (3) ponds		Once in spring	Included	Additional diffusor maintenance minimum cost	\$140.00/Hour
Concord - Interlaken Fountain winterization		Spring install, winter removal and storage	Included	Additional fountain maintenance minimum cost	\$140.00/Hour
Butler Lake - South of Lake St	56.00	1 visit including 1 bump	\$5,440.55	Fluridone herbicide & Aquatic Weed survey	
		Additional Fluridone bump cost	\$1,345.00		
2020 Total Costs			\$24,200.79		

2021	Size in acres	Notes	Cost	Algae Control per acre, by request	Weed Control per acre, by request
Butler Lake Lagoon	3.10	Maximum of 15 visits inc. binding agent	\$4,858.91	\$350.00	\$375.00
Concord-Interlaken	2.00	Maximum of 15 visits inc. binding agent	\$3,134.78	\$350.00	\$375.00
Interlaken Ridge East Pond	0.65	Maximum of 15 visits inc. binding agent	\$1,018.80	\$350.00	\$375.00
Interlaken Ridge West Pond	0.25	Maximum of 15 visits inc. binding agent	\$391.86	\$350.00	\$375.00
Timber Creek East Pond	0.75	Maximum of 15 visits inc. binding agent	\$1,484.55	\$350.00	\$375.00
Timber Creek Center Pond	0.75	Maximum of 15 visits inc. binding agent	\$1,484.55	\$350.00	\$375.00
Timber Creek West Pond	0.55	Maximum of 15 visits inc. binding agent	\$862.07	\$350.00	\$375.00
Red Top Park Pond	3.00	Maximum of 15 visits inc. binding agent	\$4,702.18	\$350.00	\$375.00
Riverside Golf course large Pond	2.61	Per acre price	No Price Listed	\$350.00	\$375.00
Riverside Golf course small Pond	0.51	Per acre price	No Price Listed	\$350.00	\$375.00
Timber Creek Diffusor Spring maintenance of three (3) ponds		Once in spring	Included	Additional diffusor maintenance minimum cost	\$140.00/Hour
Concord - Interlaken Fountain winterization		Spring install, winter removal and storage	Included	Additional fountain maintenance minimum cost	\$140.00/Hour
Butler Lake - South of Lake St	56.00	1 visit including 1 bump	\$5,603.77	Fluridone herbicide & Aquatic Weed survey	
		Additional Fluridone bump cost	\$1,385.35		
2021 Total Costs			\$24,926.82		

Village of Libertyville
 Lake and Pond Management Bid Tabulation
 Opened: May 16, 2019 at 10:00 am

Clarke Aquatic Services, Inc.

2019	Size in acres	Notes	Cost	Algae Control per acre, by request	Weed Control per acre, by request
Butler Lake Lagoon	3.10	Maximum of 15 visits inc. binding agent	\$3,845.00	\$380.00	\$511.00
Concord-Interlaken	2.00	Maximum of 15 visits inc. binding agent	\$3,400.00	\$380.00	\$511.00
Interlaken Ridge East Pond	0.65	Maximum of 15 visits inc. binding agent	\$1,990.00	\$380.00	\$511.00
Interlaken Ridge West Pond	0.25	Maximum of 15 visits inc. binding agent	\$1,990.00	\$380.00	\$511.00
Timber Creek East Pond	0.75	Maximum of 15 visits inc. binding agent	\$2,552.00	\$380.00	\$511.00
Timber Creek Center Pond	0.75	Maximum of 15 visits inc. binding agent	\$2,552.00	\$380.00	\$511.00
Timber Creek West Pond	0.55	Maximum of 15 visits inc. binding agent	\$2,040.00	\$380.00	\$511.00
Red Top Park Pond	3.00	Maximum of 15 visits inc. binding agent	\$3,840.00	\$380.00	\$511.00
Riverside Golf course large Pond	2.61	Per acre price	No Price Listed	\$380.00	\$511.00
Riverside Golf course small Pond	0.51	Per acre price	No Price Listed	\$178.00	\$256.00
Timber Creek Diffusor Spring maintenance of three (3) ponds		Once in spring	\$1,050.00	Additional diffusor maintenance minimum cost	\$350.00
Concord - Interlaken Fountain winterization		Spring install, winter removal and storage	\$350.00	Additional fountain maintenance minimum cost	\$350.00
Butler Lake - South of Lake St	56.00	1 visit including 1 bump	\$5,920.00	Fluridone herbicide & Aquatic Weed survey	
		Additional Fluridone bump cost	\$454.00		
		2019 Total Costs	\$29,983.00		

2020	Size in acres	Notes	Cost	Algae Control per acre, by request	Weed Control per acre, by request
Butler Lake Lagoon	3.10	Maximum of 15 visits inc. binding agent	\$3,845.00	\$380.00	\$511.00
Concord-Interlaken	2.00	Maximum of 15 visits inc. binding agent	\$3,400.00	\$380.00	\$511.00
Interlaken Ridge East Pond	0.65	Maximum of 15 visits inc. binding agent	\$1,990.00	\$380.00	\$511.00
Interlaken Ridge West Pond	0.25	Maximum of 15 visits inc. binding agent	\$1,990.00	\$380.00	\$511.00
Timber Creek East Pond	0.75	Maximum of 15 visits inc. binding agent	\$2,552.00	\$380.00	\$511.00
Timber Creek Center Pond	0.75	Maximum of 15 visits inc. binding agent	\$2,552.00	\$380.00	\$511.00
Timber Creek West Pond	0.55	Maximum of 15 visits inc. binding agent	\$2,040.00	\$380.00	\$511.00
Red Top Park Pond	3.00	Maximum of 15 visits inc. binding agent	\$3,840.00	\$380.00	\$511.00
Riverside Golf course large Pond	2.61	Per acre price	No Price Listed	\$380.00	\$511.00
Riverside Golf course small Pond	0.51	Per acre price	No Price Listed	\$178.00	\$256.00
Timber Creek Diffusor Spring maintenance of three (3) ponds		Once in spring	\$1,050.00	Additional diffusor maintenance minimum cost	\$350.00
Concord - Interlaken Fountain winterization		Spring install, winter removal and storage	\$350.00	Additional fountain maintenance minimum cost	\$350.00
Butler Lake - South of Lake St	56.00	1 visit including 1 bump	\$5,920.00	Fluridone herbicide & Aquatic Weed survey	
		Additional Fluridone bump cost	\$454.00		
		2020 Total Costs	\$29,983.00		

2021	Size in acres	Notes	Cost	Algae Control per acre, by request	Weed Control per acre, by request
Butler Lake Lagoon	3.10	Maximum of 15 visits inc. binding agent	\$3,845.00	\$380.00	\$511.00
Concord-Interlaken	2.00	Maximum of 15 visits inc. binding agent	\$3,400.00	\$380.00	\$511.00
Interlaken Ridge East Pond	0.65	Maximum of 15 visits inc. binding agent	\$1,990.00	\$380.00	\$511.00
Interlaken Ridge West Pond	0.25	Maximum of 15 visits inc. binding agent	\$1,990.00	\$380.00	\$511.00
Timber Creek East Pond	0.75	Maximum of 15 visits inc. binding agent	\$2,552.00	\$380.00	\$511.00
Timber Creek Center Pond	0.75	Maximum of 15 visits inc. binding agent	\$2,552.00	\$380.00	\$511.00
Timber Creek West Pond	0.55	Maximum of 15 visits inc. binding agent	\$2,040.00	\$380.00	\$511.00
Red Top Park Pond	3.00	Maximum of 15 visits inc. binding agent	\$3,840.00	\$380.00	\$511.00
Riverside Golf course large Pond	2.61	Per acre price	No Price Listed	\$380.00	\$511.00
Riverside Golf course small Pond	0.51	Per acre price	No Price Listed	\$178.00	\$256.00
Timber Creek Diffusor Spring maintenance of three (3) ponds		Once in spring	\$1,050.00	Additional diffusor maintenance minimum cost	\$350.00
Concord - Interlaken Fountain winterization		Spring install, winter removal and storage	\$350.00	Additional fountain maintenance minimum cost	\$350.00
Butler Lake - South of Lake St	56.00	1 visit including 1 bump	\$5,920.00	Fluridone herbicide & Aquatic Weed survey	
		Additional Fluridone bump cost	\$454.00		
		2021 Total Costs	\$29,983.00		



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	February 9, 2021
Agenda Item:	Consideration of a Resolution to Approve a Raffle License – St. Vincent De Paul Archdiocese of Chicago
Staff Recommendation:	Approve Resolution
Staff Contact:	Kelly A. Amidei, Village Administrator

Background: St. Vincent De Paul Archdiocese of Chicago has submitted a request for a raffle license and waiver of the bond for a raffle to be held at St. Vincent DePaul, 168 Peterson Road, Libertyville, on Thursday, April 1, 2021. Proceeds from the raffle will help stock their food pantries.

Staff recommends Village Board approval of the resolution approving the raffle license and bond waiver on April 1, 2021.

RESOLUTION NO. 21-R-

A RESOLUTION TO APPROVE A RAFFLE LICENSE FOR ST. VINCENT DEPAUL ARCHDIOCESE OF CHICAGO

WHEREAS, St. Vincent DePaul has requested a raffle license and a waiver of the bond requirements for a raffle to be held on Thursday, April 1, 2021; and

WHEREAS, St. Vincent DePaul will comply with the conditions requested following Village Board of Trustees Approval;

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 Village of Libertyville approves St. Vincent DePaul’s request for the raffle license request and bond waiver.

Section 2. This Resolution shall take effect immediately upon its passage and approval provided by law.

PASSED this 9th day of February 9, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this 10th day of February, 2021.

Terry L. Wepler, Village President

ATTEST:

Sally A. Kowal, Village Clerk



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: February 9, 2021

Agenda Item: Consideration of a Resolution for a Raffle License – Libertyville Sunrise Rotary

Staff Recommendation: Approve Resolution

Staff Contact: Kelly A. Amidei, Village Administrator

Background: Attached is a resolution approving a raffle license application and waiver release which has been submitted by the Libertyville Sunrise Rotary Club. The raffle tickets will be sold on February 1 through the 27, 2021 with the drawing to be held on February 27, 2021.

Staff recommends Village Board approval of the resolution approving the raffle license and bond waiver on February 27, 2021.

RESOLUTION NO. 21-R-

A RESOLUTION TO APPROVE A REQUEST FOR A RAFFLE LICENSE

WHEREAS, The Libertyville Sunrise Rotary Club has requested approval to conduct a Raffle from February 1, 2021 through February 27, 2021; and

WHEREAS, the Libertyville Sunrise Rotary Club is requesting a waiver for permit fees for the raffle license; and

WHEREAS, Libertyville Sunrise Rotary Club is a charitable organization; and

WHEREAS, the appropriate raffle license application has been submitted.

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 Village of Libertyville approves the Libertyville Sunrise Rotary Club's request for a Raffle and waiver of fees for a raffle to be held on February 27, 2021.

SECTION 2: This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED this 9th day of February, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this 10th day of February, 2021.

Terry L. Weppeler, Village President

ATTEST:

Sally Kowal, Village Clerk



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: February 9, 2021

Agenda Item: Consideration of a Resolution to Approve a Storm Sewer and Drainage Easement at 1104 New Castle Drive

Staff Recommendation: Approve Resolution

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

Background: A permit has been issued for the construction of a new residence on the property located at 1104 New Castle Drive, and the construction has been completed. The Plat of Survey for the property identifies a public utilities and drainage easement intended to accommodate a public storm sewer; however, the storm sewer line crossing the property is not located entirely within that easement. Upon review of the documents prior to permit issuance, Engineering Division staff required that the owner of the subject property grant an additional easement to completely encompass the existing storm sewer. The owner has executed the attached agreement to complete this requirement.

Staff recommends adoption of the attached resolution to approve a Storm Sewer and Drainage Easement at 1104 New Castle Drive and authorize execution by the Village President and Village Clerk.

RESOLUTION NO. 21-R-_____

A RESOLUTION TO APPROVE A STORM SEWER AND DRAINAGE EASEMENT
AGREEMENT AT 1104 NEW CASTLE DRIVE

WHEREAS, CRAMER’S SELECT HOMES, INC. (hereinafter, “the Owner”) is the owner of the property located at 1104 New Castle Drive, Libertyville, Illinois (hereinafter, “the Property”), legally described in Exhibit A, attached hereto; and

WHEREAS, in 1991 a public utilities and drainage easement was granted to the Village of Libertyville over portions of the Property, which allowed the construction, installation and maintenance of a storm sewer main across and under the Property, all pursuant to that certain Plat of Subdivision known as Wineberry Phase 2, recorded on September 18, 1991 as Document Number 3063228, and corrected by Certificate of Correction recorded January 9, 1992, as Document 3102364, with Lake County Recorder of Deeds (hereinafter the “Existing Easement”); and

WHEREAS, a portion of the Village’s storm sewer facilities installed on the Property as part of the subdivision improvements are not entirely located within the Existing Easement; and

WHEREAS, the Owner agrees to grant and dedicate additional storm sewer and drainage easement for that portion of the Village’s storm sewer facilities that are located within the Property, subject to the terms of the Storm Sewer and Drainage Easement Agreement, which has been executed by the Owner and is attached hereto as Exhibit B; and

WHEREAS, the President and Board of Trustees of the Village of Libertyville believe that it is in the best interests of the Village to approve the Storm Sewer and Drainage Easement Agreement.

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

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

SECTION 2: The Village of Libertyville Board of Trustees approves the Storm Sewer and Drainage Easement Agreement at 1104 New Castle Drive.

SECTION 3: The Village of Libertyville Board of Trustees authorizes the Village President and Village Clerk to execute the Storm Sewer and Drainage Easement Agreement at 1104 New Castle Drive.

SECTION 4: The Storm Sewer and Drainage Easement Agreement shall be recorded with the Lake County Recorder of Deeds.

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

PASSED this _____ day of _____, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2021.

Terry L. Wepler, Village President

Sally Kowal, Village Clerk

EXHIBIT A

Legal Description of the Property

Commonly Known as _____ 1104 New Castle Drive _____

Permanent Real Estate Index No. _____ 11-08-408-030 _____

Lot 79 in Wineberry Phase Two, Being a Subdivision in the South Half of Section 8 and the North Half of Section 17, Township 44 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded September 18, 1991 as Document No. 3063228, in Lake County, Illinois.

EXHIBIT B

Storm Sewer and Drainage Easement Agreement

VILLAGE OF LIBERTYVILLE
STORM SEWER AND DRAINAGE EASEMENT AGREEMENT

THIS AGREEMENT, dated as of this _____ day of _____, 20 __, by and between the **VILLAGE OF LIBERTYVILLE**, a municipal corporation created and existing under the laws of the State of Illinois, 118 West Cook Avenue, Libertyville, Illinois 60048-2090 (hereinafter referred to as the "Village"), and **CRAMER'S SELECT HOMES, INC.**, (hereinafter referred to as the "Owner"),

WITNESSETH:

WHEREAS, The Owner is the owner of certain real estate located at 1104 New Castle Drive, in the Village of Libertyville, County of Lake, State of Illinois, which property is legally described on Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the "Real Estate"); and

WHEREAS, the Village desires to operate and maintain a portion of its storm sewer and drainage facilities in, upon, over, under, through, along and across that portion of the

Real Estate, depicted on Exhibit B attached hereto and by this reference incorporated herein (the "Easement Premises"), which facilities are existing upon the Easement Premises; and

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid by the Village to the Owner, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. **GRANT OF EASEMENT.** The Owner hereby grants, conveys, warrants and dedicates to the Village, its successors and assigns, a perpetual easement and right of way to survey, construct, reconstruct, lay, use, own, operate, maintain, test, inspect, repair, replace, enlarge, renew, alter, remove or abandon in place (said activities hereinafter collectively referred to as "Installation") storm sewer and drainage facilities of such size, material and number and with such attachments, equipment and appurtenances thereto as the Village may deem necessary or desirable for its needs (said facilities, equipment and appurtenances hereinafter collectively referred to as the "Facilities"), subject to the terms and conditions hereinafter set forth, in, upon, over, under, through, along and across the Easement Premises together with all reasonable rights of ingress and egress over, along, upon and across the Easement Premises and any adjoining lands of the Owner necessary for the exercise of the rights herein granted.

2. **INSTALLATION.** The Village agrees that any Installation or maintenance activity undertaken by the Village, its authorized agents, servants, employees or contractors shall be done and completed in a good and workmanlike manner, all at the sole expense of the Village.

3 **RESTORATION.** Upon completion of any installation or maintenance activity by the Village, its authorized agents, employees or contractors, the Village agrees to (a) replace and grade all topsoil removed by the Village; (b) except as noted below,

restore all fences, pavements, sidewalks, plantings, landscaping and improvements as nearly as practicable to the condition immediately preceding the Installation if damaged or removed by the Village as a direct result of the Installation; (c) repair any subsurface water, sewer or drainage lines which are damaged as a direct result of the Installation; and (d) replace any and all natural grass removed by the Village by seeding with a good quality seed. The Village shall not be obligated to repair, restore, or replace improvements which lie within the Easement Premises if such improvements interfere with the rights granted herein.

4. **HOLD HARMLESS.** The Village agrees to save and hold the Owner harmless from all claims, causes of action, suits, damages or demands that arise directly from the negligence of the Village or its authorized agents, servants, employees or contractors in the Installation of the Facilities on the Easement Premises.

5. **RESERVED RIGHTS.** The Owner hereby reserves the right to use the Easement Premises and its adjacent property in any manner that will not prevent or interfere in any way with the exercise by the Village of the rights granted hereunder; provided, however, that the Owner shall not permanently or temporarily improve, disturb, damage, destroy, injure or obstruct the Easement Premises, nor permit the Easement Premises to be permanently or temporarily improved, disturbed, damaged, destroyed, injured or obstructed at any time whatsoever, without the express prior written consent of the Village. The Owner shall have the right to grant other non-exclusive easements over, along, upon or across the Easement Premises; provided, however, that any such other easements shall be subject to this Agreement and the rights granted hereby; and provided further, however, that the Village shall have first consented in writing to the terms, nature, and location of any such other easements.

6. **FURTHER ASSURANCES.** The Owner hereby represents and warrants that it shall take all necessary action so that the easements contemplated by this

Agreement shall be released from all liens, including but not limited to, the lien of all mortgages, mechanics' lien claims, security agreements, assignments of rents and leases and shall execute all such documents as may be reasonably necessary to perfect the Village's right, title and interest herein.

7. **COVENANTS RUNNING WITH THE LAND.** The easements and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement shall be easements, rights, restrictions, agreements and covenants running with the land, shall be recorded against the Easement Premises and shall be binding upon and inure to the benefit of the Owner and the Village and their respective heirs, executors, administrators, grantees, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Easement Premises, or any portion thereof, and all persons claiming under them. If any of the easements, rights, restrictions, agreements or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements or covenants shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of J.B. Pritzker, Governor of the State of Illinois.

8. **ASSIGNMENT OF RIGHTS.** The Owner agrees that the Village may assign its rights or delegate its duties under this Agreement, in whole or in part, without the consent of the Owner.

9. **AMENDMENT.** This Agreement may be modified, amended or annulled only by the written agreement of the Owner and the Village.

10. **SURVIVAL.** All representations and warranties contained herein shall survive the execution of this Agreement and the recordation thereof and shall not be merged.

IN WITNESS WHEREOF, the parties hereto have executed or have caused this instrument to be executed by their proper officers duly authorized to execute the same.

ATTEST

VILLAGE OF LIBERTYVILLE

By: _____
Sally Kowal
Village Clerk

By: _____
Terry Weppeler
Village President

CRAMER'S SELECT HOMES, INC.

By: Mary Cramer (SEAL)
Mary Cramer

Its: PRESIDENT

EXHIBIT A

Legal Description of the Real Estate

Commonly Known as 1104 New Castle Drive

Permanent Real Estate Index No. 11-08-408-030

Lot 79 in Wineberry Phase Two, Being a Subdivision in the South Half of Section 8 and the North Half of Section 17, Township 44 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded September 18, 1991 as Document No. 3063228, in Lake County, Illinois.

EXHIBIT B**Description of the Easement Premises**

The West 6 feet of the East 21 feet of the following described property:

Lot 79 in Wineberry Phase Two, Being a Subdivision in the South Half of Section 8 and the North Half of Section 17, Township 44 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded September 18, 1991 as Document No. 3063228, in Lake County, Illinois.



Libertyville VILLAGE BOARD AGENDA SUPPLEMENT
spirit of independence

Meeting Date: February 9, 2021

Agenda Item: Consideration of a Resolution for a Fee Waiver for Community High School District 128

Staff Recommendation: Waive Building Demolition Permit and Inspection Fees

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

Background: Community High School District 128 is requesting a waiver of permit and inspection fees for the demolition of the house at 933 W Park Avenue. Staff recommends approval of the estimated \$2,560.00 fee waiver. A resolution approving the waiver is attached, along with the request from District 128.

RESOLUTION NO. 21-R-_____

A RESOLUTION APPROVING
A FEE WAIVER FOR COMMUNITY HIGH SCHOOL 128

WHEREAS, Community High School District 128 needs to demolish the building at 933 W. Park Avenue; and

WHEREAS, the fee for the demolition permit and inspection is \$2,560.00, but demolition needs to be completed; and

WHEREAS, the Community High School District 128 requests that the Village Board waive the demolition permit and inspection fees in the amount of \$2,560.00.

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 ONE: The building demolition permit and inspection fees in the estimated amount of \$2,560.00 are hereby waived by the Village Board of Trustees.

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

PASSED this _____ day of _____, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2021.

Terry L. Wepler, Village President

ATTEST:

Sally Kowal, Village Clerk



Libertyville and Vernon Hills High Schools
Administration Center
50 Lakeview Parkway, Suite 101, Vernon Hills, IL 60061
Phone (847)247-4500 Fax (847)247-4543
Prentiss G. Lea, Ph.D., Superintendent
*Our Mission: To develop graduates who are **DARING***

December 17, 2020

Ms. Kelly Amidei
Village Administrator
Village of Libertyville
118 W. Cook Avenue
Libertyville, IL 60048

Via: email; kamidei@libertyville.com

Re: Fees for Demolition of Residential Structures at 933 W. Park Avenue

Dear Ms. Amidei,

We are aware that the Village of Libertyville usually assesses a variety of fees for construction and engineering permits. We are requesting your consideration of the waiving of any Village of Libertyville application and permit fees in regards to the demolition of residential structures at 933 W. Park Avenue. Our District will continue to work closely with the Villages' Public Works and Building Divisions during all phases of this project. However, in keeping with intergovernmental cooperation and cost considerations for our joint taxpayer base, we would very much appreciate the Village of Libertyville waiving all Village fees for this project. Please contact me at your convenience if you would like to discuss this matter further.

Sincerely,

A handwritten signature in black ink, appearing to read "Prentiss Lea".

Prentiss Lea, Ph.D.
Superintendent

Cc: Dan Stanley, Assistant Superintendent for Finance/CSBO
Mark Koopman, District Director of Buildings and Grounds
Paul Kendzior, Director of Public Works, Village of Libertyville
David Fischer, Building Commissioner, Village of Libertyville



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	February 9, 2021
Agenda Item:	Request for a Major Adjustment to the Planned Development Final Plan – AGSCO Corporation, Applicant 1755 N. Butterfield Road
Staff Recommendation:	Approve Major Adjustment to the Planned Development Final Plan
Staff Contact:	John P. Spoden, Director of Community Development

Background: The AGSCO Corporation is proposing to locate at the Libertyville Corporate Center at 1755 N. Butterfield Road. The AGSCO Corporation specializes in distribution and light manufacturing of industrial minerals and distribution of equipment for abrasive blasting. The land use is a permitted use at that site. The Corporation is appearing before the Village Board of Trustees to request a Major Adjustment to the Planned Development Final Plan to reduce the required number of parking spaces.

The Zoning Code requires 152 parking spaces for this use while there are 83 spaces on-site. In addition, there are 42 landbanked spaces at the site. The petitioner states that the 83 spaces are a sufficient number of spaces for their use due to employee shifts. As there are additional landbanked spaces available if necessary, Staff supports the proposal.

A Major Adjustment to a Planned Development is considered directly by the Village Board of Trustees. If the Village Board concurs with the request, an ordinance will be drafted for adoption at the next meeting. In the alternative, if the Village Board determines that the proposal is not in substantial conformity with the Final Plan as approved, the matter can be referred to the Plan Commission for hearing and recommendation.

CASE NOS.: VB 21-01 Major Adjustment to Planned Development Final Plan

DATE FILED: January 8, 2021

REQUESTED ACTION:

VB 21-01 Request is for a Major Adjustment to the Planned Development Final Plan in order to reduce the minimum required number of parking spaces for a manufacturing and wholesale trade facility for the property located within the Pharma Logistics Corporate Center of Libertyville, previously known as the Libertyville Corporate Center, located in an O-2, Office Manufacturing and Distribution Park District at 1755 N. Butterfield Road.

APPLICANT INFORMATION:

Applicant: Lucas Williams, Hintz Rd Associates, LLC (affiliate entity of AGSCO Corporation)
Owner: STAG Libertyville 1, LLC
Address: 1755 N. Butterfield Road

SITE INFORMATION:

Location: The property is commonly known as Pharma Logistics Corporate Center of Libertyville, previously known as the Libertyville Corporate Center at 1755 N. Butterfield Road

Current Zoning and Land Use: O-2 Office, Manufacturing and Distribution Park District

Size: The subject site is located on a lot approximately 587,333 square feet in land area.

Surrounding Zoning:
North: R-4 Single Family Residential District and Unincorporated Lake County
East: C-4 Shopping Center Commercial District and R-5 Single Family Residential District
South-West: R-5 Single Family Residential District

Land Use Plan: Industrial/Research and Development - Libertyville 2030 Comprehensive Plan

Road Classification: Butterfield Road is a Lake County owned and maintained road and classified as an Arterial Street. Peterson Road is a State of Illinois owned and maintained road and classified as an Arterial Street.

Physical Characteristics: The site is currently developed with a 251,955 square foot warehouse distribution building with ancillary parking.

STAFF ANALYSIS:

Background:

The petitioner, Lucas Williams, of the AGSCO Corporation, is requesting a Major Adjustment to the Planned Development Final Plan in order to reduce the minimum required number of parking spaces for a manufacturing and wholesale trade facility for the property located within the Pharma Logistics Corporate Center of Libertyville, previously known as the Libertyville Corporate Center, located in an O-2, Office Manufacturing and Distribution Park District at 1755 N. Butterfield Road.

The AGSCO Corporation specializes in distribution and light manufacturing of industrial minerals and distribution of equipment for abrasive blasting. Customers of AGSCO are primarily in the manufacturing and construction markets. They are intending to relocate their headquarters from Wheeling, Illinois to the proposed location at 1755 N. Butterfield Road in Libertyville.

The subject site is part of the Pharma Logistics Corporate Center of Libertyville previously known as the Libertyville Corporate Center. This center was subdivided into four lots and created as a Planned Development by Ashley Capital in 2008 making the existing 1755 building part of the Planned Development with the future intent to construct two more industrial buildings to the west directly behind the 1755 building. The 1755 N. Butterfield Road building was constructed in 1969 as an office and distribution center and occupied by the Ozite Corporation for many years thereafter until Ashley Capital took it over in the late 1990's.

Directly to the west is the very recently constructed Pharma Logistics distribution facility on Lot 2 of the four lot Planned Development subdivision. Directly to the north at 1795 N. Butterfield Road is Lot 3 with a two-story brick and glass office building currently occupied by kitchen appliance maker Nuwave. Access to the subject site is taken directly from Butterfield Road. Staff notes that at the time that Ashley Capital sought approval for the Planned Development the Village Board granted approval with the condition to restrict truck turning movements southbound out of the site onto Butterfield Road.

The petitioner, AGSCO Corporation, indicates in their proposal that they have 77 employees, eight of which work remotely and are rarely on-site. They will have two shifts, the first will operate 7am to 3:30pm Monday through Friday with 40 employees in the manufacturing and warehouse area of the building and 17 office employees for a total of 57 first shift employees. The office employees will work a standard 8am to 5pm work schedule. The second shift will have a total of 12 on-site workers in the manufacturing and warehouse area from 3:30pm to 12am, Monday through Friday.

The petitioner has indicated that they will utilize 8,600 square feet of the existing 12,500 square feet office space for their occupancy. They plan to use approximately 21,500 square feet of manufacturing space and the remaining 210,700 square feet for warehousing and storage. The petitioner indicated that the shipping and receiving activity is done primarily during the first shift operations. The manufacturing operations consist of blending, screening and packaging of industrial minerals. They do not make any minerals on site, but they do receive them in raw/bulk

forms, and then process them to their customers specifications.

Major Adjustment for the Planned Development Final Plan:

There are 83 parking spaces on site that serves the 1755 N. Butterfield Road building. The current Zoning Code parking regulations require that a minimum of 152 parking spaces for the AGSGO occupancy.

Office space:	12,500 square feet:	37.5 parking spaces required
Manufacturing space:	21,500 square feet:	43 parking space required
<u>Warehouse/storage space:</u>	<u>210,700 square feet:</u>	<u>72.6 parking spaces required</u>
TOTAL Parking required:		151.3 = 152 parking spaces required

The shortage of the minimum required number of parking spaces shall be considered a deviation from the Zoning Code, not a Variation of the Zoning Code as the subject site is a Planned Development. The petitioner notes that the existing 83 parking spaces is an ample number for the proposed land use. Staff notes that there is an opportunity to install an additional 42 parking spaces at the southwest corner of the building if additional parking should be needed and the Ashley Capital Planned Development site plan shows this area as Future (land banked) Parking as well. Staff recognizes that the AGSCO proposal is a Permitted Use in the O-2, Office, Manufacturing and Distribution Park District and will operate with a comparatively lower employee density on site. The anticipated shipping and receiving trucking activity will mostly take place during the first shift of operations and trucks will be restricted to turning northbound towards Rt. 137 (Peterson Road) on Butterfield Road when exiting the site. Staff supports the request for the Major Adjustment to the Planned Development Final Plan as requested by AGSCO Corporation.

Staff has provided the additional review comments for consideration prior to the Village Board meeting.

ENGINEERING DIVISION COMMENTS:

1. Page 8 of the Planned Use Narrative includes an exhibit showing a potential parking lot expansion along the west side of the building. It should be noted that any net increases of impervious area on this property in excess of 400 sq. ft. would require the provision of stormwater detention in accordance with the Village’s Appendix P regulations. The overall original development did not provide surplus detention storage to accommodate additional impervious areas on this property; thus, additional on-site storage would be required should these improvements be pursued in the future.

BUILDING DIVISION COMMENTS:

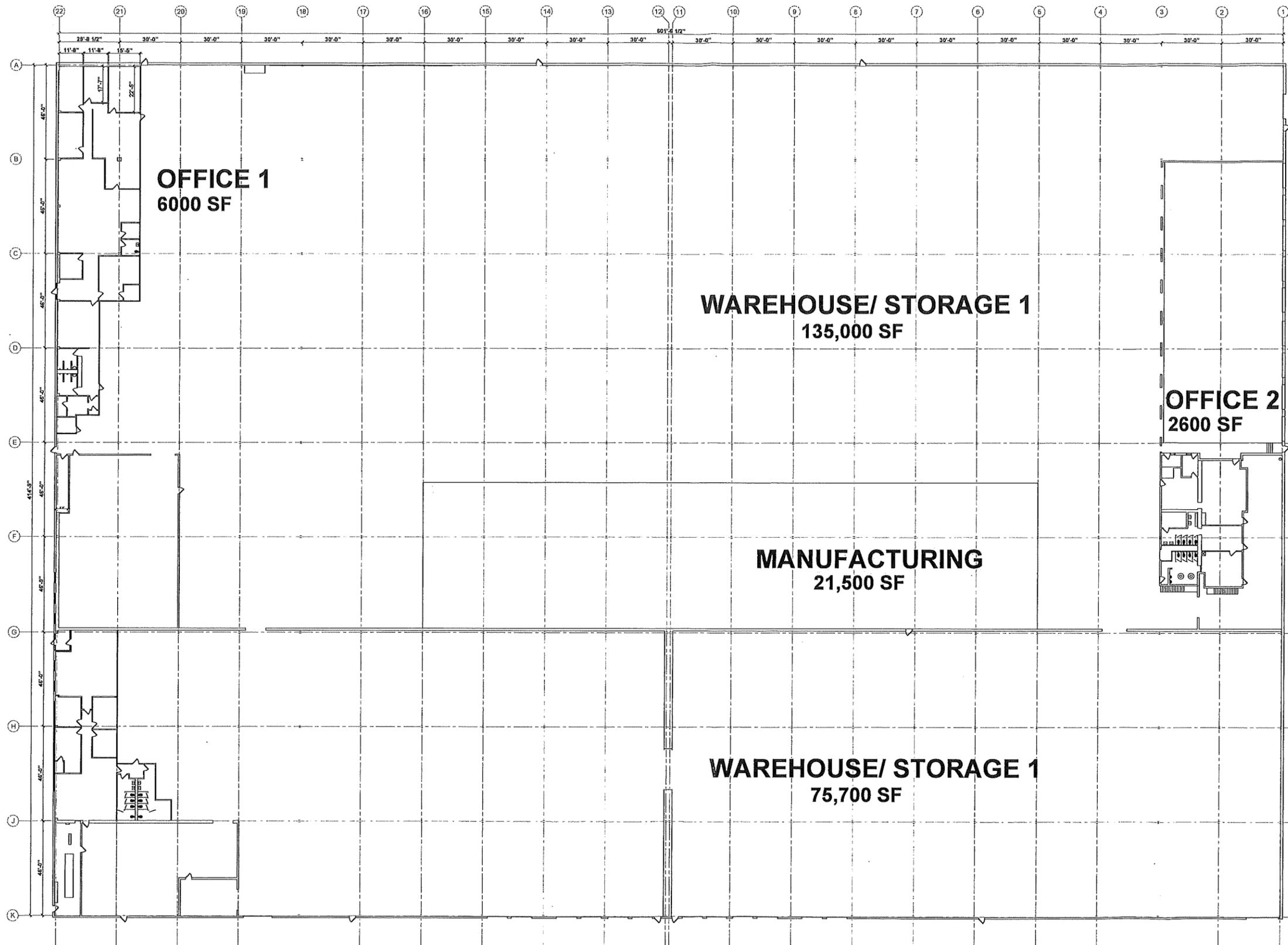
The following will be required at the time of building permit application:

1. Provide complete construction permit documents showing compliance with the 2018 IBC and all other applicable codes listed and amended as part of the Libertyville Building Codes and signed/sealed by IL Licensed Architect prior to Building Permit review for this tenant buildout. Include all applicable plans, details, and specifications to show all work including

- but not limited to manufacturing facilities, warehouse facilities, offices, life safety, exiting, building, mechanical, electrical, plumbing fire protection, accessibility, warehouse racking, etc.
2. Verify compliance with the IL Accessibility Code and the IBC for the exit discharge at each emergency exit door. Verify compliance with the landing size, clearances for door swing, and rescue assistance area.
 3. Verify how all exterior exit doors open directly to the public r.o.w. or to the exit discharge that leads to a public r.o.w. per IBC 1022.2.2. Show how each exit discharge shall provide direct and unobstructed access to a public r.o.w., or if that is not possible, to a safe dispersal area in compliance with IBC 1028.5

STAFF RECOMMENDATION -- PRIOR TO VILLAGE BOARD MEETING:

Regarding **VB 21-01**, Staff recommends **APPROVAL** for a Major Adjustment to the Planned Development Final Plan in order to reduce the minimum required number of parking spaces for a manufacturing and wholesale trade facility for the property located within the Pharma Logistics Corporate Center of Libertyville, previously known as the Libertyville Corporate Center, located in an O-2, Office Manufacturing and Distribution Park District at 1755 N. Butterfield Road.



AGSCO

1755 N BUTTERFIELD RD,
LIBERTYVILLE, IL 60048



STUDIO SAF, LTD
1018 BUSSE HWY,
PARK RIDGE IL,
60068

TEL. 847-980-7440
FAX. 847-255-5231
WEB: studiosaf.com

FLOOR PLAN

NO.	DESCRIPTION	DATE
1	ISSUE FOR ZONING	01/07/20

DRAWN BY:	O.D.
CHECKED BY:	S.S.
SHEET NO.	A-1.0
SCALE:	AS SHOWN
COMPUTER FILE:	

1 FLOOR PLAN
SCALE 1/8"=1'-0"
NORTH



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: February 9, 2021

Agenda Item: Consideration of a Resolution to Approve a Master Pole Attachment Agreement between the Village of Libertyville and New Cingular Wireless

Staff Recommendation: Approve Resolution

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

Background: In 2018, the Illinois General Assembly enacted the Small Wireless Facilities Deployment Act (“the Act”), which became effective on June 1, 2018. The Act sets forth requirements and limitations for the collocation of small wireless facilities by local authorities. In July 2018, the Village approved an ordinance establishing provisions for the regulation of and application for small wireless facilities in the Village’s rights-of-way.

Under said ordinance, if a wireless provider wishes to install a small cell facility on a Village-owned pole, then it must enter into a Master Pole Attachment Agreement. The provisions in the Agreement are in line with those within the Ordinance.

New Cingular Wireless is the first provider that has requested execution of a Master Pole Attachment Agreement. Upon establishment of the Agreement, they will still be required to submit an application for a permit for each individual installation. New Cingular Wireless has not yet submitted any permit applications for specific sites yet.

The attached Agreement has been reviewed by separate legal counsels on behalf of both the Village and New Cingular Wireless.

Staff recommends adoption of the attached Resolution to approve the Master Pole Attachment Agreement with New Cingular Wireless and authorize execution by the Village Administrator.

RESOLUTION NO. 21-R-_____

RESOLUTION TO APPROVE A MASTER POLE ATTACHMENT AGREEMENT
BETWEEN THE VILLAGE OF LIBERTYVILLE AND
NEW CINGULAR WIRELESS PCS, LLC

WHEREAS, the Village of Libertyville (“Village”) previously adopted an Ordinance (18-O-39) on July 24, 2018 to Amend the Village Code in order to establish provisions for the regulation of and application for small wireless facilities in the Village’s rights-of-way; and

WHEREAS, said Ordinance requires that any wireless provider wishing to install a small cell facility on a Village-owned utility pole is required to enter into a Master Pole Attachment Agreement; and

WHEREAS, the Village and New Cingular Wireless PCS, LLC (“New Cingular Wireless”) have prepared a Master Pole Attachment Agreement outlining each entity’s responsibilities for any installations that are to be affixed to utility poles owned by the Village; and

WHEREAS, the Master Pole Attachment Agreement is attached hereto as Exhibit A and is consistent with the regulations set forth in Chapter 13 of the Village’s Municipal Code.

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

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

SECTION 2: The Village of Libertyville and Board of Trustees approves the Master Pole Attachment Agreement with New Cingular Wireless for the installation of small cell facilities on Village-owned utility poles.

SECTION 3: The Village of Libertyville Board of Trustees authorizes the Village Administrator to execute the Master Pole Attachment Agreement with New Cingular Wireless for the installation of small cell facilities on Village-owned utility poles.

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

PASSED this ____ day of February, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of February, 2021.

Terry L. Wepler, Village President

ATTEST:

Sally A. Kowal, Village Clerk

EXHIBIT A
MASTER POLE ATTACHMENT AGREEMENT

MASTER POLE ATTACHMENT AGREEMENT

This Master Pole Attachment Agreement ("Agreement") made this _____ day of _____, 2021, between the Village of Libertyville, with its principal offices located at 118 E. Cook Avenue, Libertyville, Illinois 60048, hereinafter designated LICENSOR and New Cingular Wireless PCS, LLC a Delaware limited liability company, with its principal offices at 1025 Lenox Park Blvd, NE, 3rd Floor, Atlanta, GA 30324, hereinafter designated LICENSEE. LICENSOR and LICENSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

WHEREAS, LICENSOR is the owner, of certain utility poles, wireless support structures, and/or real property, which are located within the geographic area of a license to provide wireless services licensed by the Federal Communications Commission (FCC) to LICENSEE; and

WHEREAS, LICENSEE desires to install, maintain and operate small wireless facilities in and/or upon certain of LICENSOR's utility poles, wireless support structures and/or real property; and

WHEREAS, LICENSOR and LICENSEE acknowledge that any term used in this Agreement that is defined in Article XVII "Small Wireless Facilities" of Chapter 13 "Licenses, Taxation and Miscellaneous Business Regulations" of the Libertyville, Illinois Municipal Code (as now or hereafter amended the "Small Wireless Facilities Code") shall have the meaning provided therein; and

WHEREAS, LICENSOR and LICENSEE acknowledge that the terms of this Agreement are nondiscriminatory, competitively neutral and commercially reasonable; and

WHEREAS, LICENSOR and LICENSEE desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to particular sites at which LICENSOR may wish to permit LICENSEE to install, maintain and operate small wireless facilities as hereinafter set forth; and

WHEREAS, the LICENSOR and LICENSEE intend to promote the expansion of communications services in a manner consistent with the Small Wireless Facilities Deployment Act (the "Act"), the Illinois Cable and Video Competition Act, the Illinois Telephone Company Act, the Telecommunications Act of 1996, the Middle Class Tax Relief and Job Creation Act of 2012, the Simplified Municipal Telecommunications Tax Act, 35 ILCS 636/5-1, *et. seq.* and Federal Communication Commission Regulations; and

WHEREAS, LICENSOR and LICENSEE acknowledge that they will enter into a License Supplement (Supplement), a copy of which is attached hereto as Exhibit A, with respect to any particular location or site which the Parties agree to license; and

WHEREAS, the Parties acknowledge that different related entities may operate or conduct the business of LICENSEE in different geographic areas and as a result, each Supplement may be signed by LICENSEE affiliated entities as further described herein, as appropriate based upon the entity holding the FCC license in the subject geographic location.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

- 1) PREMISES. Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, LICENSOR agrees to license to LICENSEE that certain space on or upon LICENSOR's utility poles, and/or wireless support structures as more fully described in each Supplement to be executed by the Parties hereinafter referred to as the "Premises", for the installation, operation, maintenance, repair and modification of small wireless facilities; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property (as defined below) and to and from the Premises for the purpose of installation, operation, maintenance, repair and modification of LICENSEE's small wireless facilities. The LICENSOR's utility poles, wireless support structures and other poles and towers are hereinafter referred to as "Pole" and the entirety of the LICENSOR's property is hereinafter referred to as "Property". In the event there are not sufficient electric and telephone, cable or fiber utility sources located at the Premises or on the Property, LICENSOR agrees to grant LICENSEE the right to install such utilities on, over and/or under the Property and to the Premises as necessary for LICENSEE to operate its communications facility, but only from the duly authorized provider of such utilities, provided the location of such utilities shall be designated by LICENSOR.

- 2) TERM OF AGREEMENT. The term of this Agreement shall be five (5) years beginning on the latest date in the signature blocks in the Agreement (the "Agreement Term"). Unless LICENSEE provides written notice to LICENSOR at least ninety (90) days prior to expiration of the Agreement Term that such Party will not renew the Agreement Term, the Agreement Term will automatically renew for one (1) additional five (5) year period.

- 3) PERMIT APPLICATION. For each small wireless facility, LICENSEE shall submit an application to LICENSOR for a permit that includes:
 - a) Site specific structural integrity and, for LICENSOR'S utility pole or wireless support structure, make-ready analysis prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989;
 - b) The location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. This should include a depiction of the completed facility;
 - c) Specifications and drawings prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, for each proposed small wireless facility covered by the application as it is proposed to be installed;
 - d) The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;
 - e) A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved;
 - f) Certification that the collocation complies with LICENSOR's SmallWireless Facilities Ordinance requirements, to the best of the applicant's knowledge; and
 - g) The application fee due.

- 4) APPLICATION FEES. Application fees are subject to the following requirements:
 - a) LICENSEE shall pay a single up front application fee of \$500 for up to five (5) single

small wireless facilities on existing utility poles or wireless support structures and \$100 for each small wireless facility in excess of five (5) to be installed on existing utility poles or wireless support structures in connection with such application.

- b) LICENSEE shall pay an application fee of \$1,000 for each new pole intended to support one or more small wireless facility addressed in an application that includes the installation of a new utility for such collocation.
- c) Notwithstanding any contrary provision of State law or local ordinance, applications pursuant to this Section must be accompanied by the required application fee.
- d) LICENSOR shall not require an application, approval, or permit, or require any fees or other charges, from LICENSEE, for:
 - i) routine maintenance; or
 - ii) the replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if LICENSEE notifies LICENSOR at least 10 days prior to the planned replacement and includes equipment specifications for the replacement of equipment consistent with the requirements of this Agreement; or
 - iii) the installation, placement, maintenance, operation, or replacement of small wireless facilities that are suspended on cables that are strung between existing utility poles in compliance with applicable safety codes, provided this provision does not authorize such facilities to be suspended from municipal electric lines, if any.

LICENSEE shall secure a permit from LICENSOR to work within rights-of-way for activities that affect traffic patterns or require lane closures.

5) REQUIREMENTS.

- a) LICENSEE's operation of the small wireless facilities shall not interfere with the frequencies used by a public safety agency for public safety communications. LICENSEE shall install small wireless facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment. Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency. If a small wireless facility causes such interference, and LICENSEE has been given written notice of the interference by the public safety agency, LICENSEE, at its own expense, shall take all reasonable steps necessary to correct and eliminate the interference, including, but not limited to, powering down the small wireless facility and later powering up the small wireless facility for intermittent testing, if necessary. The LICENSOR may terminate a permit for a small wireless facility based on such interference if LICENSEE is not making a good faith effort to remedy the problem in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.
- b) LICENSEE shall not install devices on the existing utility pole or wireless support structure that extend beyond ten (10) feet of the pole's existing height.
- c) LICENSEE shall install pole mounted equipment at a minimum of eight (8) feet from the ground.

- d) LICENSEE shall be limited to one (1) cabinet or other ground mounted device for ground mounted installations.
- e) LICENSEE shall paint antennas, mounting hardware, and other devices to match or complement the structure upon which they are being mounted.
- f) LICENSEE shall install landscaping at the base of poles which will reasonably provide screening of any ground equipment installed by LICENSEE on which devices are being installed.
- g) LICENSEE shall, to the extent applicable, comply with all the terms and conditions of the Small Wireless Facilities Code providing for the regulation of and application for small wireless facilities.
- h) LICENSEE shall comply with applicable requirements that are imposed by a contract between the LICENSOR and a private property owner that concern design or construction standards applicable to utility poles and ground-mounted equipment located in the right-of-way.
- i) LICENSEE shall, to the extent applicable, comply with Section 22.5-133 and Section 22.5-134 of Article IX "General Provisions" of Chapter 22.5 "Communications Services Providers" of the Libertyville, Illinois Municipal Code for construction and public safety in the rights-of-way, including, but not limited to, wiring and cabling requirements, grounding requirements, utility pole extension requirements, and signage limitations; and shall comply with reasonable and nondiscriminatory requirements that are consistent with PA 100-0585 and adopted by LICENSOR regulating the location, size, surface area and height of small wireless facilities, or the abandonment and removal of small wireless facilities.
- j) LICENSEE shall not collocate small wireless facilities within the communication worker safety zone of the pole or the electric supply zone of the pole on LICENSOR utility poles that are part of an electric distribution or transmission system. However, the antenna and support equipment of the small wireless facility may be located in the communications space on the LICENSOR utility pole and on the top of the pole, if not otherwise unavailable, if LICENSEE complies with applicable codes for work involving the top of the pole. For purposes of this subparagraph, the terms "communications space", "communication worker safety zone", and "electric supply zone" have the meanings given to those terms in the National Electric Safety Code as published by the Institute of Electrical and Electronics Engineers.
- k) LICENSEE shall, to the extent applicable, comply with Section 22.5-133 and Section 22.5-134 of Article IX "General Provisions" of Chapter 22.5 "Communications Services Providers" of the Libertyville, Illinois Municipal Code concerning public safety.
- l) LICENSEE shall install, maintain, repair and modify its small wireless facilities in safe condition and good repair and in compliance with the requirements and conditions of this Agreement. LICENSEE shall ensure that its employees, agents or contractors that perform work in connection with its small wireless facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.
- m) LICENSEE shall comply with any applicable written design plan that applies to other occupiers of the rights-of-way, including on a historic landmark or in a historic district.

Any such design or concealment measures, including restrictions on a specific category of poles, may not have the effect of prohibiting any LICENSEE's technology. Such design and concealment measures shall not be considered a part of the small wireless facility for purposes of the size restrictions of a small wireless facility. This paragraph may not be construed to limit LICENSOR's enforcement of historic preservation in conformance with the requirements adopted pursuant to the Illinois State Agency Historic Resources Preservation Act or the National Historic Preservation Act of 1966, 54 U.S.C. Section 300101 *et seq.* and the regulations adopted to implement those laws.

- 6) APPLICATION PROCESS. LICENSOR shall process applications as follows:
- a) An application to collocate a small wireless facility on an existing utility pole, replacement of an existing utility pole or wireless support structure owned or controlled by LICENSOR shall be processed by LICENSOR and deemed approved if LICENSOR fails to approve or deny the application within ninety (90) days. However, if LICENSEE intends to proceed with the permitted activity on a deemed approved basis, LICENSEE must notify LICENSOR in writing of its intention to invoke the deemed approved remedy no sooner than seventy five (75) days after the submission of a completed application. The permit shall be deemed approved on the latter of the 90th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by LICENSOR. The receipt of the deemed approved notice shall not preclude LICENSOR's denial of the permit request within the time limits as provided under the Act.
 - b) An application to collocate a small wireless facility that includes the installation of a new utility pole shall be processed and deemed approved if LICENSOR fails to approve or deny the application within one hundred twenty (120) days. However, if LICENSEE applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant must notify LICENSOR in writing of its intention to invoke the deemed approved remedy no sooner than one hundred five (105) days after the submission of a completed application. The permit shall be deemed approved on the latter of the 120th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by LICENSOR. The receipt of the deemed approved notice shall not preclude LICENSOR's denial of the permit request within the time limits as provided under the Act.
 - c) LICENSOR shall approve an application unless the application does not meet the applicable requirements of the Small Wireless Facilities Code.
 - d) If LICENSOR determines that applicable codes, local code provisions or regulations that concern public safety, or the requirements of the Small Wireless Facilities Code require that the utility pole or wireless support structure be replaced before the requested collocation, approval may be conditioned on the replacement of the utility pole or wireless support structure at the cost of LICENSEE. LICENSOR must document the basis for a denial, including the specific code provisions or application conditions on which the denial was based, and send the documentation to LICENSEE on or before the day LICENSOR denies an application. LICENSEE may cure the deficiencies identified by LICENSOR and resubmit the revised application once within thirty (30) days after notice of denial is sent to the applicant without paying an additional application fee. LICENSOR shall approve or deny the revised application within thirty (30) days after

LICENSEE resubmits the application or it is deemed approved. However, LICENSEE must notify LICENSOR in writing of its intention to proceed with the permitted activity on a deemed approved basis, which may be submitted with the resubmitted application. Any subsequent review shall be limited to the deficiencies cited in the denial. However, this revised application cure does not apply if the cure requires the review of a new location, new or different structure to be collocated upon, new antennas, or other wireless equipment associated with the small wireless facility.

- e) COMPLETENESS OF APPLICATION. Within thirty (30) days after receiving an application, the LICENSOR shall determine whether the application is complete and notify the applicant. If an application is incomplete, the LICENSOR shall specifically identify the missing information. An application shall be deemed complete if the LICENSOR fails to provide notification to the applicant within thirty (30) days after all documents, information and fees specifically enumerated in the LICENSOR's permit application form are submitted by the applicant to the LICENSOR. Processing deadlines are tolled from the time the LICENSOR sends the notice of incompleteness to the time the applicant provides the missing information.
 - f) TOLLING. The time period for applications may be further tolled by the express agreement in writing by both LICENSOR and LICENSEE; or a local, State or federal disaster declaration or similar emergency that causes the delay.
 - g) CONSOLIDATED APPLICATIONS. A LICENSEE seeking to collocate small wireless facilities within the jurisdiction of LICENSOR shall be allowed, at LICENSEE's discretion, to file a consolidated application and receive a single permit for the collocation of up to twenty five (25) small wireless facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure. If an application includes multiple small wireless facilities, LICENSOR may remove small wireless facility collocations from the application and treat separately small wireless facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. LICENSOR may issue separate permits for each collocation that is approved in a consolidated application.
- 7) COLLOCATION COMPLETION DEADLINE. Collocation for which a permit is granted shall be completed within one hundred eighty (180) days after issuance of the permit, unless LICENSOR and LICENSEE agree to extend this period or a delay is caused by make-ready work for a LICENSOR utility pole or by the lack of commercial power or backhaul availability at the site, provided LICENSEE has made a timely request within sixty (60) days after the issuance of the permit for commercial power or backhaul services, and the additional time to complete installation does not exceed three hundred sixty (360) days after issuance of the permit. Otherwise, the permit shall be void unless LICENSOR grants an extension in writing to the LICENSEE.
- 8) DURATION OF PERMITS AND SUPPLEMENTS. The duration of a permit and the initial Supplement shall be for a period of five (5) years, and the permit and Supplement shall be renewed for equivalent durations unless LICENSOR makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable codes or local code provisions or regulations in the Small Wireless Facilities Code. If P.A. 100-0585 is repealed as provided in Section 90 of the Act, renewals of permits shall be subject to the LICENSOR's code provisions or regulations in effect at the time of renewal.

9) EXTENSIONS. Each Supplement may be extended for additional five (5) year terms unless LICENSEE terminates it at the end of the then current term by giving LICENSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions under a Supplement shall be collectively referred to herein as the "Term". Notwithstanding anything herein, after the expiration of this Agreement, its terms and conditions shall survive and govern with respect to any remaining Supplements in effect until their expiration or termination.

10) RENTAL. Each Supplement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term of each Supplement shall be for five (5) years and shall commence on the first day of the month following the day that LICENSEE commences installation of the equipment on the Premises (the "Commencement Date") at which time rental payments shall commence and be due at a total annual rental as set forth in the Supplement, to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to the LICENSOR in the Supplement (unless LICENSOR otherwise designates another payee and provides notice to LICENSEE). LICENSOR and LICENSEE acknowledge and agree that the initial rental payment for each Supplement shall not actually be sent by LICENSEE until thirty (30) days after the Commencement Date. LICENSOR and LICENSEE agree that they shall acknowledge in writing the Commencement Date of each Supplement. Rental for the use of any poles pursuant to this Agreement, shall be an annual fee of \$200.00 per each wireless facility which LICENSEE attaches to LICENSOR's pole. Thereafter, rent will be due at each annual anniversary of the "Commencement Date" of the applicable Supplement. Upon agreement of the Parties, LICENSEE may pay rent by electronic funds transfer and in such event, LICENSOR agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE.

11) ABANDONMENT. A small wireless facility that is not operated for a continuous period of twelve (12) months shall be considered abandoned and the LICENSEE must remove the small wireless facility within ninety (90) days after receipt of written notice from LICENSOR notifying LICENSEE of the abandonment.

The notice shall be sent by certified or registered mail, return receipt requested, by LICENSOR to the LICENSEE at the last known address of LICENSEE. If the small wireless facility is not removed within ninety (90) days of such notice, LICENSOR may remove or cause the removal of such facility and charge said costs to the LICENSEE.

LICENSEE shall provide written notice to LICENSOR of any sale or transfer of small wireless facilities not less than thirty (30) days prior to such transfer and said notice shall include the name and contact information of the new wireless provider.

12) CONDITION OF PREMISES. Where the Premises includes one or more Poles, LICENSOR covenants that it will keep the Poles in good repair as required by all federal, state, county and local laws. If the LICENSOR fails to make such repairs including maintenance within sixty (60) days, of any notification to LICENSOR, the LICENSEE shall have the right to cease annual rental for the affected poles, but only if the poles are no longer capable of being used for the purpose originally contemplated in this Agreement or otherwise do not comply with existing law. If LICENSEE terminates, LICENSEE shall remove its small wireless facility. Termination of this Agreement shall be the LICENSEE's sole remedy.

13) MAKE READY TERMS. LICENSOR shall not require more make-ready work than required

to meet applicable codes or industry standards. Make-ready work may include work needed to accommodate additional public safety communications needs that are identified in a documented and approved plan for the deployment of public safety equipment as specified and included in an existing or preliminary LICENSOR or public service agency plan. Fees for make-ready work, including any LICENSOR utility pole attachment, shall not exceed actual costs or the amount charged to communications service providers for similar work and shall not include any consultants' fees or expenses for LICENSOR utility poles that do not support aerial facilities used to provide communications services or electric service. Make-ready work, including any pole replacement, shall be completed within 60 days of written acceptance of the good-faith estimate by the LICENSOR at the LICENSEE's sole cost and expense.

- 14) AERIAL FACILITIES. For LICENSOR utility poles that support aerial facilities used to provide communications services or electric services, LICENSEE shall comply with the process for make-ready work under 47 U.S.C. 224 and its implementing regulations. LICENSOR shall follow a substantially similar process for such make-ready work except to the extent that the timing requirements are otherwise addressed in the Small Wireless Facilities Code. The good-faith estimate of the person owning or controlling LICENSOR's utility pole for any make-ready work necessary to enable the pole to support the requested collocation shall include LICENSOR utility pole replacement, if necessary. Make-ready work for utility poles that support aerial facilities used to provide communications services or electric services may include reasonable consultants' fees and expenses.
- 15) NO AERIAL FACILITIES. For LICENSOR utility poles that do not support aerial facilities used to provide communications services or electric services, LICENSOR shall provide a good-faith estimate for any make-ready work necessary to enable the LICENSOR utility pole to support the requested collocation, including pole replacement, if necessary, within ninety (90) days after receipt of a complete application. Make-ready work, including any LICENSOR utility pole replacement, shall be completed within sixty (60) days of written acceptance of the good-faith estimate by LICENSEE at LICENSEE's sole cost and expense. Alternatively, if LICENSOR determines that applicable codes or public safety regulations require the LICENSOR's utility pole to be replaced to support the requested collocation, LICENSOR may require LICENSEE to replace LICENSOR's utility pole at LICENSEE's sole cost and expense.
- 16) GENERAL RESTRICTIONS. In the event LICENSOR, in its reasonable discretion deems it necessary to remove, relocate or replace a Pole, LICENSOR shall notify LICENSEE at least one hundred eighty (180) days prior of the need to remove or relocate its small wireless facility. In such event, LICENSOR shall provide options for alternative locations for LICENSEE relocation of equipment which shall be in a mutually agreeable location ("Alternative Premises"). LICENSEE shall be solely responsible for all costs related to the relocation of its small wireless facility to the Alternative Premises. In the event that a suitable Alternative Premises cannot be identified, LICENSEE may terminate the applicable Supplement. In the event of an emergency, which for purposes of this Agreement shall be considered any imminent threat to health, safety and welfare of the public, LICENSOR must provide as much notice as reasonably practical under the circumstances. LICENSEE may terminate this Agreement by giving written notice to the other party specifying the date of termination, such notice to be given not less than one hundred eighty (180) days prior to the date specified therein.

- 17) ELECTRICAL. LICENSEE shall be permitted to connect its equipment to necessary electrical and telephone service, at LICENSEE's expense. LICENSEE shall attempt to coordinate with utility companies to provide separate service to LICENSEE's equipment for LICENSEE use. In the event that LICENSEE can obtain separate electrical service with a separate meter measuring usage, the LICENSEE shall pay the utility directly for its power consumption, if billed directly by the utility. In the event that separate electrical service is not possible or practical under the circumstances, LICENSEE may use existing service, at LICENSEE's expense, upon the reasonable approval of LICENSOR. In the event that LICENSEE uses existing utility service at an individual Premises, the Parties agree to either: (i) attempt to have a sub-meter installed, at LICENSEE's expense, which shall monitor LICENSEE's utility usage (with a reading and subsequent bill for usage delivered to LICENSEE by either the applicable utility company or LICENSOR); or (ii) provide for an additional fee in the applicable Supplement which shall cover LICENSEE's utility usage. The Parties agree to reflect power usage and measurement issues in each applicable Supplement.
- 18) TEMPORARY POWER. LICENSEE shall be permitted at any time during the Term of each Supplement, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LICENSOR. LICENSEE shall be permitted to connect the temporary power source to its equipment on the Premises in areas and manner approved by LICENSOR.
- 19) USE; GOVERNMENTAL APPROVALS. LICENSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating small wireless facilities and uses incidental thereto. LICENSEE shall have the right to replace, repair and modify equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, in conformance with the original Supplement. It is understood and agreed that LICENSEE's ability to use the Premises is contingent upon its obtaining after the execution date of each Supplement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LICENSEE use of the Premises as set forth above. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; or (iii) LICENSEE determines that such Governmental Approvals may not be obtained in a timely manner, LICENSEE shall have the right to terminate the applicable Supplement. Notice of LICENSEE's exercise of its right to terminate shall be given to LICENSOR in accordance with the notice provisions set forth in Paragraph 24 and shall be effective upon the mailing of such notice by LICENSEE, or upon such later date as designated by LICENSEE. All rentals paid to said termination date shall be retained by LICENSOR. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other thereunder. Otherwise, the LICENSEE shall have no further obligations for the payment of rent to LICENSOR for the terminated Supplement. Notwithstanding anything to the contrary in this Paragraph, LICENSEE shall continue to be liable for all rental payments to the LICENSOR until all equipment is removed from the Property.

20) INSURANCE. LICENSEE shall carry, at LICENSEE's own cost and expense, the following insurance: (i) property insurance or self-insurance for its property's replacement cost against all risks; (ii) workers' compensation insurance, as required by law; or (iii) commercial general liability insurance per ISO form CG 00 01 or its equivalent with respect to its activities on LICENSOR improvements or rights-of-way to afford protection limits consistent with the requirements of Section 13-461 of the Small Wireless Facilities Code, including coverage for bodily injury and property damage. LICENSEE shall include LICENSOR as an additional insured by endorsement as respects this Agreement on the required commercial general liability policy and provide a certificate of insurance and required additional insured endorsement evidencing the required coverage.

LICENSEE may self-insure all or a portion of the insurance coverage and limit requirements required by LICENSOR. If LICENSEE self-insures it is not required, to the extent of the self-insurance, to comply with the requirement for the including of additional insureds under this Section. If LICENSEE elects to self-insure it shall provide to LICENSOR evidence sufficient to demonstrate LICENSEE's or its affiliated parent's financial ability to self-insure the insurance coverage and limits required by this Section. LICENSEE's parent company shall have and continuously maintain a tangible net worth of at least one hundred million dollars (\$100,000,000.00) as evidenced by the parent company's most recent annual report.

21) INDEMNIFICATION. LICENSEE shall indemnify and hold LICENSOR harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of LICENSOR's improvements or right-of-way associated with such improvements by LICENSEE or its employees, agents, or contractors arising out of the rights and privileges granted under this Agreement and PA 100-0585. LICENSEE has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of LICENSOR or its employees or agents. LICENSEE hereby further waives any claims that LICENSEE may have against the LICENSOR with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.

22) REMOVAL AT END OF TERM. LICENSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of a Supplement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage not caused by LICENSEE excepted. LICENSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LICENSEE shall remain the personal property of LICENSEE and LICENSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LICENSEE to remain on the Premises after termination of the Supplement, LICENSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the antenna structure, fixtures and all personal property are completed.

23) RIGHTS UPON SALE. Should LICENSOR, at any time during the Term of any Supplement decide to sell or transfer all or any part of the Property such sale or grant of an easement or interest therein shall be under and subject to the Supplement and any such purchaser or transferee shall recognize LICENSEE's rights hereunder and under the terms of the Supplement.

24) NOTICES. All notices hereunder must be in writing and shall be deemed validly given if

sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LICENSOR:

The Village of Libertyville, IL
118 W. Cook Ave.
Libertyville, IL 60048

with a copy to:

Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, IL 60654
Attention: Hart M. Passman

LICENSEE:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
1025 Lenox Park Blvd NE 3rd Floor
Atlanta, GA 30319
Re: Wireless Installation on Structures: Libertyville, IL
Fixed Asset #

in each of the above cases (excluding bills), with a copy sent to:

New Cingular Wireless PCS, LLC
Attn: Legal Department, Network Operations
Re: Wireless Installation on Structures: Libertyville, IL
Fixed Asset #
208 S. Akard Street
Dallas, TX 75202-4206

Either Party may change the addressee and/or location for the giving of notice to it by providing a thirty (30) days' prior written notice to the other Party.

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

25) CASUALTY. In the event of damage by fire or other casualty to the Pole or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Pole or Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than forty-five (45) days, then LICENSEE may, at any time following such fire or other casualty, provided LICENSOR has not completed the restoration required to permit LICENSEE to resume its operation at the Premises, terminate the Supplement upon fifteen (15) days prior written notice to LICENSOR. Any such notice of termination shall cause the Supplement to expire with the same force and effect as though the date set forth in such notice were the

date originally set as the expiration date of the Supplement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under the Supplement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LICENSEE's use of the Premises is impaired.

- 26) DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period, not to exceed ninety (90) days, as may be required beyond the thirty (30) days if the breaching Party commences the cure within the 30-day period and thereafter continuously and diligently pursues to cure to completion. The non-breaching Party may maintain any action or affect any remedies for default against the breaching Party subsequent to the 30-day cure period, as potentially extended to ninety (90) days based on circumstances.
- 27) REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting, other than by the specific terms of this Agreement, the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the applicable Supplement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state of Illinois. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor.
- 28) APPLICABLE LAWS. During the Term, LICENSOR shall maintain the Property and the Pole in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, (collectively "Laws"). LICENSEE shall, in respect to the condition of the Premises and at LICENSEE's sole cost and expense, comply with (a) all Laws relating solely to LICENSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LICENSEE in the Premises. It shall be LICENSOR's obligation to comply with all Laws relating to the Pole in general, without regard to specific use (including, without limitation, modifications required to enable LICENSEE to obtain all necessary building permits).
- 29) BOND. LICENSEE shall deposit with LICENSOR on one occasion prior to the commencement of the first Supplement a bond in a form reasonably acceptable to LICENSOR in the amount of \$10,000 per small wireless facility to guarantee the safe and efficient removal of any equipment from any Premises subject to this Agreement, which equipment remains more than ninety (90) days after rental payment has ceased and LICENSEE has failed to remove the equipment. The funds may also be used to restore the premises to original condition, if LICENSEE fails to do so.
- 30) MISCELLANEOUS. This Agreement and the Supplements that may be executed from time to time hereunder contain all agreements, promises and understandings between the LICENSOR and the LICENSEE regarding this transaction, and no oral agreement, promises

or understandings shall be binding upon either the LICENSOR or the LICENSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such Party shall have the right to enforce such rights at any time. The performance of this Agreement via each Supplement shall be governed, interpreted, construed and regulated by the laws of the state of Illinois.

- 31) EXECUTION IN COUNTERPARTS. This Agreement and any Supplements may be executed in multiple counterparts, including by counterpart facsimiles or scanned email counterpart signature, each of which shall be deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.

- 32) AUTHORIZATION. LICENSEE certifies and warrants that it has the authority to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LICENSOR:

VILLAGE OF LIBERTYVILLE,
an Illinois Municipal Corporation

BY: _____

Name: _____

Title: _____

Date: _____

LICENSEE:

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware Limited Liability Company

BY: John McCann

Name: John McCann

Title: Director- Engineering & Construction

Date: 4/6/2021

EXHIBIT "A"

LICENSE SUPPLEMENT

This License Supplement ("Supplement"), is made this ____ day of _____, _____, between the VILLAGE OF LIBERTYVILLE, whose principal place of business is 118 W. Cook Ave, Libertyville, IL 60077 ("LICENSOR"), and NEW CINGULAR WIRELESS PCS, LLC, whose principal place of business is 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("LICENSEE").

1. **Master License Agreement.** This Supplement is a Supplement as referenced in that certain Master License Agreement between the Village of Libertyville and New Cingular Wireless PCS, LLC, dated _____, 20_____, (the "Agreement"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.
2. **Premises.** The Property owned by LICENSOR is located at _____. The Premises licensed by the LICENSOR to the LICENSEE hereunder is described on Exhibit "1" attached hereto and made a part hereof.
3. **Term.** The Commencement Date and the Term of this Supplement shall be as set forth in Paragraph 8 of the Agreement.
4. **Consideration.** Rent under this Supplement shall be \$200.00 per year, payable to LICENSOR at _____. Thereafter, rent will be due at each annual anniversary of the "Commencement Date" of this Supplement. LICENSEE shall obtain electrical service and provide for a separate meter and billing from the applicable utility provider.
5. **Site Specific Terms.** (Include any site-specific terms)

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seal the day and year first above written.

LICENSOR:

VILLAGE OF LIBERTYVILLE,
an Illinois Municipal Corporation

BY:

Name: _____

Title: _____

Date: _____

LICENSEE:

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware Limited Liability Company

BY:

Name: _____

Title: _____

Date: _____

EXHIBIT 1

Premises

(see attached site plans)



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: February 9, 2021

Agenda Item: Consideration of a Resolution to Approve a Request for a Special Event – Festival of the Arts

Staff Recommendation: Approve Resolution

Staff Contact: Ashley Engelmann, Deputy Village Administrator

Background: Attached is a letter from the Adler Arts Center requesting Village Board approval for their 40th annual Festival of Arts event on August 7th and 8th, 2021. Adler Arts Center is also requesting to place a Banner in Cook Park and four entryway signs.

The Art Festival is well-attended and brings residents and visitors to the downtown to shop, dine and stay, consistent with the goal to promote Libertyville. Adler Arts Center will follow all current state and local government health regulations and all CDC recommendations regarding COVID 19.

Approval of the event by the Village Board is subject to the following conditions:

- DAMAC will complete the special event application which will specify the requirements for the event

Due to the current mitigations of the Restore Illinois plan for the current pandemic, it is recommended all events are approved conditional on any potential restrictions at the time of the event being implemented.

RESOLUTION NO. 21-R-

A RESOLUTION TO APPROVE A REQUEST FOR SPECIAL EVENTS

WHEREAS, Adler Art Center has requested approval of their 2021 Art Festival on August 7th and 8th, 2021; and

WHEREAS, the David Adler Music and Arts Center has requested various Village services, use of Village property, and promotional signage in accordance with the Special Events Policy; and

WHEREAS, The Adler Arts Center will comply with the conditions requested following Village Board of Trustees approval.

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

Section 1. The Village of Libertyville approves the 2021 Art Festival in accordance with the special event policy.

Section 2. This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED this 9th day of the February, 2021.

AYES:

NAYS:

ABSTEIN:

ABSENT:

APPROVED this 10th day of February, 2021.

Terry L. Wepler, Village President

ATTEST:

Sally A. Kowal, Village Clerk



January 22, 2021

Mayor Terry Weppler
 Village of Libertyville
 118 W. Cook
 Libertyville, IL 60048

Re: 2021 Festival of the Arts

Dear Mayor Weppler, Village Trustees and Administrator Amidei:

On behalf of the Adler Arts Center and the GLMV Chamber of Commerce, I would like to thank the Mayor, Village board and Village staff for your many years of collaboration and support. We look forward to our continued partnership with the Village in the coming year.

We are requesting the usage of Cook Park, Saturday August 7, 10am -6pm and Sunday August 8, 10am-5pm. to host our 40th Annual Festival of the Arts. The following is a short description of the Festival currently planned.

In direct response to the COVID-19 pandemic, and to ensure the safety of our patrons, artists, staff, and volunteers, Festival of the Arts will look different in 2021.

- We will accept only 40 visual artists to present their work in this year's Festival. Artists booths will line up fronting sidewalks using social distance spacing requirements throughout Cook Park.
- We will follow all current state and local government health regulations and all CDC recommendations. This may include, but will not be limited to, mask mandates, social distancing limits, and self-monitoring of COVID-19 symptoms.
- COVID-19 health & safety procedures will be completed by Festival staff as we learn more about Illinois phasing. Information and materials will be distributed to all Festival participants.
- Any artist or vendor found not following health & safety procedure will be removed from the Festival.

We are requesting the following actions for the Festival:

- The Village approve the Festival of the Arts dates of August 7-8, 2021.
- Friday, August 6, Adler Center staff will mark the sidewalks with chalk to denote booth spaces.
- The south side of Cook Street and north side of Church be barricaded from 6:00 am until 10:00 am on Saturday, August 7 so vendors may conveniently unload their art.
- We are requesting to post signs at the four entrances of Libertyville and a Banner hanging in Cook Park to promote the event from July 1 - August 9.
- On-site Portable Toilets and garbage removal will be contracted by the Adler Arts Center.





In the event that COVID-19 restrictions change, and Illinois has moved to phase 5, where large gatherings of all sizes can resume, we are requesting the use of Cook Park *and* Church Street, between Brainerd and Milwaukee Ave., to host the event as we did in 2019.

In the event that Illinois has securely moved to phase 5, we are requesting Church Street to be closed Friday-Sunday, to provide musical entertainment, a beer garden, food vendor and family activities.

We are requesting the following actions for the Festival in the event that Illinois reaches Phase 5:

- The Village board approve the Festival of the Arts dates of Saturday, August 7, 10:00 am to 10:00 pm and Sunday, August 8, 10:00 am to 5:00 pm.
- Use of the alley way between the property owned by St. Lawrence Church and Wepler Law for logistics related to Church Street activities.
- Church Street, between Brainerd Avenue and Milwaukee Ave., closed by 2:00pm or following Lunch in the Park, on Friday, August 6, for tent and stage set-up and remain closed through 2:00pm Monday, August 9.
- We request an all-day parking ban on Church Street August 6, to accommodate tent set up at 2:00 pm. Lunch in the Park vendors parked on Church Street omitted from request.
- Public Works should drop off the barricades prior to 2:00 pm Friday, August 6 and remove at 2:00pm on Monday August 9. The Police Department should block the road at the same time.
- We request a parking ban on the west side of Milwaukee Ave., between Church St. and Cook Ave., from 5:00 am August 7 through 6:00 pm August 8.
- Use of Cook Mansion stairs for an activity and entertainment area.
- We request waste and recycle bins from Groot to be used for Church Street activities.
- We request the approval for a beer garden and main stage area on Church Street.
 - The Adler Arts Center will apply for a Village and State liquor license for this event.
 - The area will be fenced off with metal fencing. There will be monitoring at one access point to ensure no alcohol is taken from the designated area.
 - Everyone who wishes to drink must show proof of age and will be provided a wristband. Signage and monitoring will be in place to ensure that beverages remain in the fenced area.
 - Beer and wine ticket sales will be sold at the festival information booth adjacent to the entrance of the beer garden.
 - Beer Garden hours: Saturday 12:00pm-10:00pm and Sunday 12:00pm-5:00pm. Sales will include beer, wine, and mixed cocktails.
 - Portable restrooms will be placed inside the fenced area and off Church Street.

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





Parks Department:

- Provide metal fencing in areas as deemed necessary on Church street (will provide map) should Illinois reach Phase 5.
- Provide eight village metal picnic tables for the Church Street beer garden and food vendor area should Illinois reach Phase 5.
- Turn off park sprinkler system on Saturday, August 7 - Sunday, August 8.

Police Department:

- Police presence during the festival.
- Put up barricades at 2:00pm on Friday, August 6, per mapped locations on Church Street.

Fire Department:

- Fire Department to fill the water barrels for tents on Church Street on Friday, August 6. Specific time will be arranged.

Public Works Department:

- Clean streets and park after festival.
- Receive and place barricades per mapped location.
- Festival staff and volunteers will be responsible for trash pickup and transfer to Cook Library bins during the festival and monitoring of the street barricades.
- The Adler Arts Center 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 as additional insured. If the Village rents any items on our behalf, the Adler Center insurance company required the Village provide the Adler Center with a certificate of the Village insurance coverages adding the Adler Center as additional insured.

A representative from the Festival committee will be available for the Village inspection and walk through on Friday, August 6, at a time TBD.

We will notify all neighbors of the street closure, especially St. Lawrence Church, Library, and the Civic Center.

Festival of the Arts 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.

Thank you and the Village Board in advance for this consideration. Please let me know of anything additional which may be required.

Sincerely,

A handwritten signature in cursive script that reads 'Amy Williams'.

Amy Williams
Adler Arts Center
Executive Director





VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	February 9, 2021
Agenda Item:	Consideration of a Resolution to Approve a Professional Services Agreement for the Annual Water Main Replacement Program
Staff Recommendation:	Approve Resolution
Staff Contact:	Paul Kendzior, P.E., C.F.M., Director of Public Works

Background: The Public Works Department has identified several locations within the Village that are in need of water main replacement due to age, condition and history of multiple breaks: 1) **Walnut Street**; 2) **Mullady Parkway & Winners Circle**; and 3) **Oak Street**. It is anticipated that the construction for these locations will occur in 2021. A fourth location (**Winchester Road**) is also included within the scope, with the intent of providing preliminary design services to determine a desired location for new water main within the Lake County Department of Transportation (LCDOT) right-of-way. The intent with that location would be to advance into final design likely in 2022, with construction either later in 2022 or in 2023.

Staff requested a proposal from the firm of Gewalt-Hamilton Associates, Inc. (GHA) to provide surveying and engineering design services for each location. GHA has successfully completed the engineering design for the Village's annual water main program for the past several years. The attached proposal received from GHA is in the amount of \$79,450. The proposal is included as Exhibit 'A' in the Village's standard professional services agreement. Sufficient funds in the amount of \$89,240 remain and are available in FY 2020/21 Annual Budget - Utility Capital Improvement Fund (Acct.# 20-2024-6-795) to complete the proposed surveying and engineering design work.

The proposed agreement with GHA is in compliance with the provisions of the *Local Government Professional Services Selection Act* as the Village has a satisfactory relationship for services established with GHA based upon their successfully completed water main design work for the past several years.

Staff recommends adoption of the attached resolution to approve a professional services agreement for the annual Water Main Replacement Program with the firm of Gewalt-Hamilton Associates, Inc. in the amount of \$79,450 and authorize execution by the Village Administrator.

RESOLUTION NO. 21-R-_____

A RESOLUTION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH GEWALT HAMILTON ASSOCIATES, INC. FOR THE ANNUAL WATER MAIN REPLACEMENT PROGRAM

WHEREAS, the Village of Libertyville has identified the need to retain a professional engineering firm to provide land surveying & design services for the annual water main replacement program; and

WHEREAS, sufficient funds are available in the Village of Libertyville’s FY 2020/21 Annual Budget in Account # 20-2024-6-795 to complete the required surveying and engineering design services for the annual water main replacement program; and

WHEREAS, the firm Gewalt Hamilton Associates, Inc. has provided a proposal in the amount of \$79,450 to complete the required surveying and design services.

WHEREAS, it has been determined by Staff that acceptance of the Proposal from Gewalt Hamilton Associates, Inc. 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 Gewalt Hamilton Associates, Inc. based upon their previously completed related work and familiarity with the project.

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

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

SECTION 2: The Village of Libertyville Board of Trustees approves the Professional Services Agreement with the firm of Gewalt Hamilton Associates, Inc. in the amount of \$79,450 to provide surveying and engineering design services for the annual water main replacement program.

SECTION 3: The Village of Libertyville Board of Trustees authorizes the Village Administrator to execute the Professional Services Agreement with the firm of Gewalt Hamilton Associates, Inc. to complete the engineering design and surveying services for the annual water main replacement program.

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

PASSED this _____ day of February, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of February, 2021.

Terry L. Wepler, Village President

ATTEST:

Sally A. Kowal, Village Clerk

January 19, 2021

Mr. Jeff Cooper, PE, CPESC
Village Engineer
Village of Libertyville
Department of Public Works
200 East Cook Avenue
Libertyville, IL 60048

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

www.gha-engineers.com

Re: Proposal for Professional Engineering Services
Water Main Improvement Program – 2021
Libertyville, Illinois
GHA Proposal No. 2021.M005

Dear Mr. Cooper:

Thank you for considering Gewalt Hamilton Associates, Inc. to provide engineering design services to the Village of Libertyville for these water main replacement projects.

We appreciate the opportunity and look forward to assisting you with this project. Please do not hesitate to contact me should you have any questions.

Sincerely,
Gewalt Hamilton Associates, Inc.



Brian J. Wesolowski, P.E., CFM
Professional Engineer
bwesolowski@gha-engineers.com
Direct: 847-821-6235

Encl.: GHA Proposal No. 2021.M005

Professional Engineering Services
Water Main Improvement Program – 2021
Libertyville, Illinois
GHA Proposal No. 2021.M005

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

www.gha-engineers.com

Village of Libertyville (Client), 200 East Cook Avenue, Libertyville, IL 60048, and Gewalt Hamilton Associates, Inc. (GHA), 625 Forest Edge Drive, Vernon Hills, IL 60061, agree and contract as follows:

I. Project Understanding

The Village of Libertyville is interested in continuing its annual water main replacement program and is interested in some long range planning for a few segments of difficult to replace water main. Below is a list of the various segments along with our understanding of the work to be performed.

Walnut St – 1,075 Feet

The Village is interested in replacing the existing 6” cast iron water main with a new 8” ductile iron water main. Work includes design of water main improvements, service line replacements and associated restoration from the project disturbances.

Mullady Parkway and Winners Circle – 1,250 Feet

The Village is interested in replacing the existing 8” ductile iron water main on Mullady Parkway and 6” ductile iron water main on Winners Circle. The existing water main is abnormally deep for this area and is becoming a maintenance issue for public works crews. The new water main location will need to evaluate based on the limited right of way and potential water main easement that exists in this area. Creative construction methods may be required for replacement of the water main in this location.

Oak St – 450 Feet

The Village is interested in replacing the existing 6” cast iron water main on Oak Street with a 8” ductile iron water main and extend the main to West Austin Avenue. Prior to starting the design work in this area the block bound by W Austin Ave on the south, Garfield Ave on the west, W Rockland Road on the north, and Stewart Ave on the east will need to be evaluated for optimizing the water system and reducing any redundant water mains in the area. This work will need to be reviewed prior to starting preliminary design and discussed with the Village.

Winchester Road – 950 Feet

The Village is interested in replacing the existing 12” ductile iron water main on Winchester Road between IL Route 45 and Franklin Blvd. Recognizing the replacement of this section of water main will be a challenge to not only permit but also construct the Village is looking to develop some preliminary improvement exhibits that would reflect potential future improvements on Winchester Road. As part of this we would propose to prepare a preliminary utility survey only in this location and develop potential construction options and alignments for replacement of this water main for further evaluation. It is not

anticipated this work will occur in the 2021 construction season and therefore construction drawings are not necessary at this time.

General Project Information

The Village is interested in design and constructing both the Walnut Street and Mullady Parkway/Winners Circle water mains in 2021. The work on Oak Street will be bid as an alternate for inclusion in the construction contract if budget allows.

The Village is interested in expediting the design of these projects to take advantage of the favorable construction pricing the industry is currently experiencing with a construction start date near the fiscal year for the Village in early June.

All construction projects are on local roadways with permitting only being anticipated through the IEPA for the water main installation and through the IEPA for the sanitary sewer extension that is proposed on Oak Street.

Depending on the scope of work that is determined for the Winchester Road study we anticipate a coordination meeting with LCDOT to discuss the alignment. IDOT and railroad permitting will be required for the final design but discussions/permit submittals to those agencies is not anticipated at this time.

II. Scope of Services

The following scope of services is based on our conversations with the Client, our understanding of the project, and our experience on similar projects.

A. Geotechnical Engineering & Testing

1. **Field Investigation:** Field investigation will consist of seven (7) soil borings drilled to depths of approximately 10 feet or refusal and eight (8) pavement bores within the pavement at various locations in Libertyville, Illinois. Soils encountered will be sampled at 2.5-foot intervals for the first ten feet and 5.0-foot intervals thereafter in general accordance with the ASTM requirements for Standard Penetration Test. Representative soil samples will be collected from each sample interval for visual classification and/or laboratory testing. The borings will be drilled using a Truck-mounted drill rig. Upon completion of drilling operations, groundwater readings will be obtained; the borings will be backfilled with soil cuttings.
2. **Laboratory Testing:** Laboratory Testing will be performed on representative samples collected from selected intervals. These tests will consist of unconfined compressive strength on all cohesive soils and natural moisture contents on all cohesive soil samples. Should other tests be required, we would notify your office as soon as this becomes evident. The pavement cores will be photo documented in the laboratory and the data collected (existing pavement and underlying subbase thicknesses) will be summarized as encountered during the field investigation.

3. Analyses and Report: The field data will be analyzed and a report prepared of the findings. The final geotechnical report would include general information on site geology, descriptions of existing soil conditions, and additional information consisting of but not limited to:

- Settlement Issues
- Suitability of soils to support pavements and utilities or for reuse as new fill
- Geotechnical-Related Construction Issues
- Pavement Soil-Related Design Parameters
- Short-term Water Table Elevations

4. Limited Environmental Services: The Illinois EPA enacted regulations regarding Professional Engineer certification of construction and demolition debris (C&D), which calls for such certification that the waste stream is suitable for use in a landfill. As such, the engineer completes forms indicating that sufficient testing and analysis has been performed on the waste stream and the materials considered to be potentially impacted have been determined to be non-hazardous.

We have assumed "Potential Impacted Property" (PIP) evaluation of streets to be potentially impacted (PIP) due to various dump requirements, from CGMT's experience with the regulations, a laboratory analysis shall be completed on three (3) selected samples for pH, Pesticides, PCBs, RCRA Metals, Cyanide, SVOC, VOCs. These parameters are performed by an IEPA-accredited sub-laboratory. Although the new regulations do cite the IEPA Tiered Approach to Correction Objective Target Analyte List (TACO-TAL) as an example of possible contaminants that can be evaluations, the regulations do not explicitly require such comprehensive testing and analysis for the full suite of IEPA-listed contaminants and appear to provide the engineer to determine the appropriate amounts of testing. Upon completion of the laboratory testing data, CGMT will analyze compare to the chemical detection limits utilized for analyses are in accordance with IEPA Title 35, Subtitle G, Chapter 1, Subchapter f, Part 742, Subpart G, Tier 1 and Appendix B, Table B for soil evaluation. The tests performed on the samples will be presented in a report and letter to include a copy of the IEPA form 663, if the material is found to be within appropriate limits. CGMT has assumed one (1) sample to determine that the waste stream is suitable for use in a landfill. If the laboratory analysis indicate the samples do not meet their respective Maximum Allowable Concentrations of Chemical Constituents, additional testing and sampling will be required to dispose the waste stream and the materials in a Subtitle D Landfill. CGMT will provide recommendations as to the options available to the Owner including steps required in connection with disposal at a Subtitle D landfill.

B. Boundary Survey – Level Two Boundary

5. Locate right-of-way (ROW) monumentation, obtain available subdivision and dedication records to establish ROW within project limits. Show ROW on plan including adjacent parcel division lines, dimensions of parcel frontage, bearings of centerline and ROW, etc. Plats of easements and/or dedication can be created from this work.
6. Survey and establish the roadway centerlines based on recovered monumentation and research of available plats and property records.
7. Locate and survey the existing property monumentation in the project area and confirm the position of the property lines within the project limits.
8. Right-of-way shall be based on field located property corners and other survey markers, etc., as well as recorded subdivision plats, recorded dedication plats, recorded easement documents, recorded survey plats and other information available through the County Recorder's website.

Note: If additional information is required, GHA will provide the Client with a cost estimate for obtaining the title commitments for the parcels. Title commitments will not be obtained without the written authorization of the Client. The fee for the title commitments will be billed to the Client without markup.

C. Existing Conditions Topographic Survey | Roadway/Utility Improvements

The survey will meet or exceed the Minimum Standards of Practice as set forth by Illinois Administrative Code for a Topographic Survey. Accordingly, we will provide the following services:

1. Obtain benchmark information (NAVD88) from USGS, the County, the City/Village or Trimble VRS Now Network.
2. Horizontal coordinates shall be referenced to the State Plane Coordinate System, Illinois East Zone, NAD83 adjustment. Vertical elevations shall be referenced to the North American Vertical Datum of 1988 (NAVD88). All units shall be U.S. Survey feet and decimal parts thereof.
3. Establish permanent site benchmark(s) (i.e. crosses or boxes cut on concrete, flange bolts on fire hydrants, etc.) on site.
4. Contours will be provided at 1'-0" intervals, with an error not to exceed one-half the contour interval.
5. Elevations will be taken at 50-foot cross sections across the right-of-way width along the limits of survey, including spot grades at high points, low points, and grade changes. Points required are located at the right-of-way line, sidewalk, driveways and aprons, back of curb, flow line, centerline/concrete median, etc. The topography will extend approximately 15 feet beyond the existing ROW. The survey limits will also extend 50 feet into the intersecting public side streets along the project limits.
6. The survey will show the location of the visible ground features, physical improvements with the project limits including location and elevation of light poles, utility poles, traffic lights, sidewalks, driveways, fences, guard rails, signage, striping, overhead wires, etc.
7. The location of underground utilities, both observed and from record information such as City/Village utility atlases, will be provided and will including location and size of water mains, fire hydrants and valves. The survey will show depth, size, and direction of flow for all sanitary, storm drains, and culverts serving the property. The location of all manholes, catch basins and all pipe inverts that are accessible from will be depicted.
8. Location of "dry" utilities such as telephone, electric, gas and cable T.V. lines, etc. will be depicted based on visual surface evidence and available utility atlas information from the respective utility companies. The cost for marking of private utilities is not included in this proposal, but GHA will include this information if the Client arranges to have private utilities marked in the field prior to our field visit.
9. Locate existing tree and brush lines in the right-of-way (ROW). Individual free-standing trees of 6" caliper or greater at breast height (DBH) will be individually located (tagging and identification are not included); and will be shown as deciduous or coniferous. Groupings of trees or landscaped areas will be shown in mass.

D. Design Engineering

1. GHA will prepare construction plans conforming to the requirements of the Village, to include a cover sheet, index sheet, general notes, plan sheets, profile sheets if required (1"=20' H, 1'=5' V), detail sheets, and traffic control sheets as needed.
2. GHA shall contact utility companies through the JULIE design stage process which may be impacted by the proposed construction and obtain available information relative to the location and nature of utilities which may be in conflict with the proposed improvements. The approximate location of said utilities shall be noted on the plans.
3. The plans shall contain all necessary information to allow bidding by construction contractors. Plans shall be prepared on 22" by 34" paper. GHA shall submit 75%, and 100% plans for review by the Village Engineering and Public Works Department.
4. GHA will prepare and submit construction permit applications to the IEPA for both sanitary and water main improvements. GHA will revise the documents as necessary to obtain construction permits.
5. We will prepare contract documents using the Village of Libertyville standards, as well as IDOT Standard Specifications for Road and Bridge Construction and the IEPA Standard Specifications for Water and Sewer Main Construction in Illinois, latest editions. The contract documents shall include required bidding documents, including a bid form based on estimated pay item quantities and unit prices, supplemental standard specifications, and special provisions required to meet Village requirements. Contract documents shall be prepared in Microsoft Word format.
6. Oak Street improvements will be included in the plans and specifications as an alternate to be awarded based on availability of budget when bids are received.
7. GHA will meet with Village personnel to obtain comments regarding the plans and contract documents. We will revise the plans and contract documents as necessary and furnish the Village a .pdf file of pre-final drawings and specifications for review and comment. We anticipate a project kickoff meeting, a preliminary design meeting and a final design meeting.
8. We will prepare a detailed Engineer's Opinion of Probable Cost (EOPC) based on the completed plans and contract documents.
9. A .pdf file and five (5) hard copies of the final plans and contract documents will be provided to the Village.
10. GHA will advertise the project, respond to bidder's inquiries, and conduct a public bid opening.
11. We will prepare written bid report(s) and make recommendations to the Village on bids received. GHA will attend the Village Board meeting, if requested, to present the bid recommendation.
12. If approved by the Village Board, GHA will prepare a Notice of Award and assist the Village in preparing and executing construction contracts.

E. Winchester Road Preliminary Engineering

1. GHA will conduct a utility survey of the north parkway to identify location of any surface utilities or JULIE markings in the area. This information will be utilized in development of the conceptual water main alignment.

2. Prepare a plan on an aerial image including the utility information collected identifying options for replacement of the water main. Along with this plan we will prepare a short form memo discussing the options and anticipated high level costs.
3. We have included one meeting with Village staff and one meeting with the Lake County Division of Transportation to review these improvements.

III. Services Not Included

1. Meetings with public officials, Village staff, agencies, homeowners, or consultants beyond those noted in the scope of services. Attendance at public hearings.
2. Preparation of multiple bid set plans or phased plans.
3. Structural engineering services.
4. Archeological and architectural preservation studies.
5. Wetland mitigation plans or flood hazard studies in conjunction with the Illinois Department of Water Resources, U.S. Corps of Engineer or the Federal Emergency Management Agency requirements, including any meetings or negotiations regarding wetland mitigation permits.
6. Review fees or utility locate fees.
7. Updating the Village’s Geographic Information System (GIS) to reflect new installations and remove abandoned features.

IV. Proposed Schedule

GHA is prepared to commence work upon receipt of the executed agreement. For reference, we have provided what we believe to be a reasonable schedule for completing the pavement rehabilitation design. GHA will work with the Village to establish a mutually agreeable timeline for the agreed-upon scope of improvements, and ensure project milestones and deadlines are met.

Task/Milestone	Timeline for Completion
Project Award	February 1, 2021
75% Drawings	March 1, 2021
100% Bid Documents	March 22, 2021
Project Bid Opening	April 21, 2021
Construction Start	May 24, 2021

V. KEY PERSONNEL

Mr. Brian J. Wesolowski, P.E. will serve as Project Manager and will oversee all aspects of the project. Additional staff will support the team as needed during the project.

VI. Compensation for Services

Based upon the scope of services noted above, GHA proposes billing on a time-and-materials (T&M) basis a not-to-exceed (NTE) fee as follows:

2021 Water Main Improvements	Cost
Borings & Soil Testing	\$7,500
Topographic/Boundary Survey	\$12,400
Design Engineering & Permitting	\$48,250
Total Professional Fee	\$68,150
Estimated Reimbursable Expenses	\$1,000
Total NTE Fee + Reimbursables	\$69,150

Winchester Rd Preliminary Design Services	Cost
Utility Survey & Research	\$2,650
Conceptual Design & Exhibits	\$7,400
Total Professional Fee	\$10,050
Estimated Reimbursable Expenses	\$250
Total NTE Fee + Reimbursables	\$10,300

For all services, including any additional services requested and authorized by the Client, the Client shall pay GHA in accordance with the attached *GHA Hourly Rates*.

Reimbursable expenses, including items such as printing, mileage, messenger service, etc., will be billed to the Client without markup. Subconsultants will be subject to a 10% markup to cover management expenses.

Invoices will be submitted on a monthly basis and will detail services performed.

VII. General Conditions of this Agreement

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

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

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

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

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

Gewalt Hamilton Associates, Inc.

Village of Libertyville

Brian J. Wesolowski, P.E., CFM
Professional Engineer

Jeff Cooper, P.E.
Village Engineer

Date: _____

Encl.: Attachment A
GHA Hourly Rates

Topographic and right of way survey area. Topographic survey to extend 5' into private property.



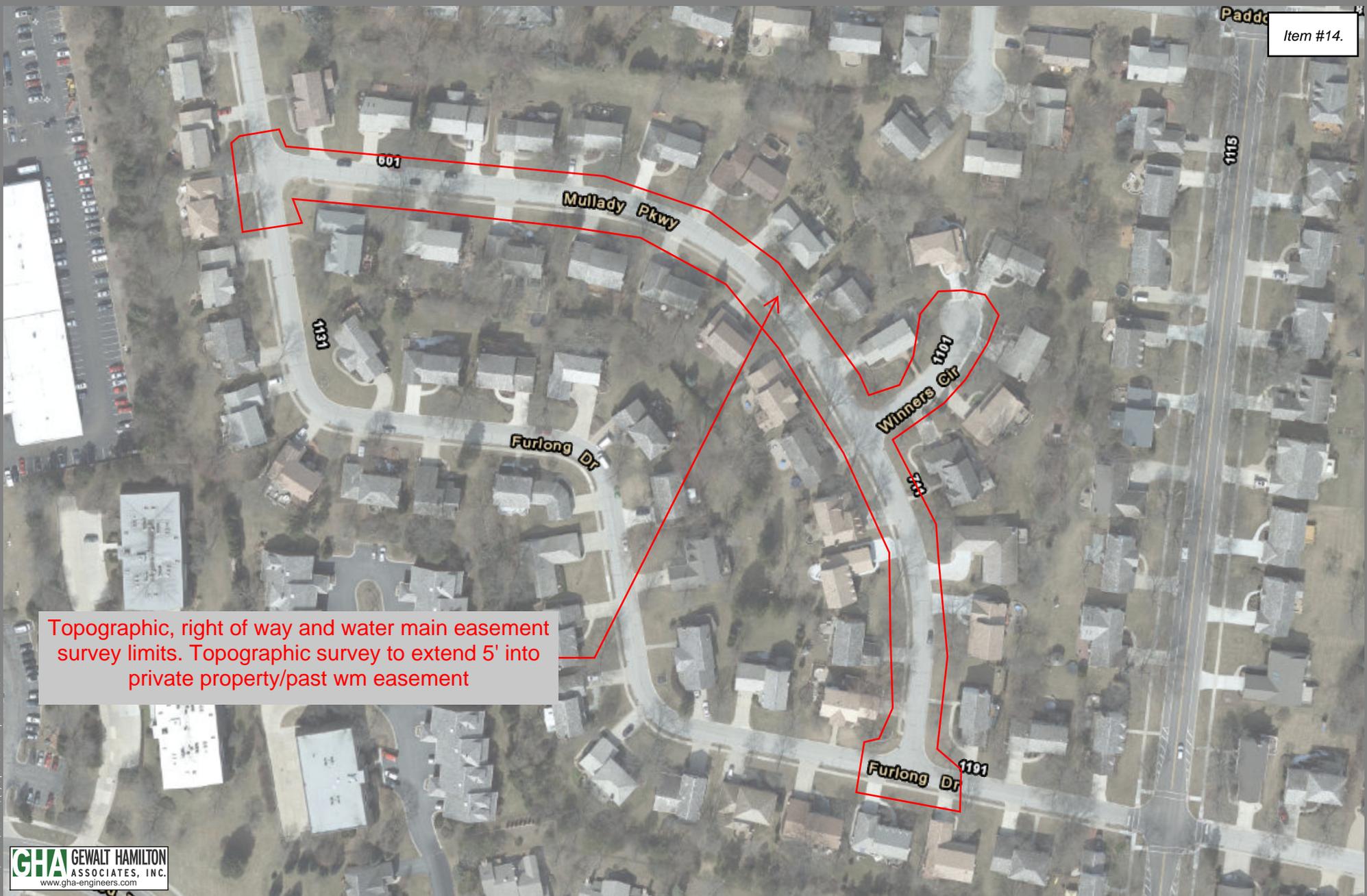
Esri, HERE, Garmin, (c) OpenStreetMap contributors



1 in = 200 ft

Libertyville 2021 Water Main

Survey



Topographic, right of way and water main easement survey limits. Topographic survey to extend 5' into private property/past wm easement

Esri, HERE, Garmin, (c) OpenStreetMap contributors



1 in = 150 ft

Libertyville 2021 Water Main

Survey

Topographic and right of way survey.
Topographic survey to extend 5' into private property.



Esri, HERE, Garmin, (c) OpenStreetMap contributors



1 in = 100 ft

Libertyville 2021 Water Main

Survey

Julie design stage and GPS utility survey only.
No data collection within railroad right of way.
Work to take place following snow melt.



Esri, HERE, Garmin, (c) OpenStreetMap contributors



1 in = 200 ft

Libertyville 2021 Water Main

Survey



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: February 9, 2021

Agenda Item: Consideration of a Resolution to Reject Construction Bids for the Digester Leak Repair and Air Pipe Painting Project at the Wastewater Treatment Plant

Staff Recommendation: Approve Resolution

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

Background: Routine proactive inspections by staff at the wastewater treatment plant identified that crack injection and coating work was needed at the east secondary digester to stop current leaks and prevent future ones from developing. These same inspections indicated that Plant B aeration tank pipes, which are only primed, need cleaning and painting.

Staff retained the firm of Strand Associates, Inc. to prepare project specifications, drawings and bid documents. Two (2) bids were received at the bid opening held on January 28, 2021 and are summarized below:

Contractor	Bid Amount
G. P. Maintenance Services, Inc.	\$243,800.00
Sid's Sealants LLC	Incomplete

The lowest responsive bid was submitted by G. P. Maintenance Services, Inc. in the amount of \$243,800.00. The bid received from Sid's Sealants LLC did not contain any of the required bid forms for bonding and pricing. The Fiscal Year 2020/21 Annual Budget provides \$95,000 in the Utility Capital Improvement Fund (Acct. #20-2024-6-750) for the two work items. The engineering costs will be \$21,410. This leaves \$73,590 available for construction. The lowest responsive bid significantly exceeds the available funds for construction, therefore staff recommends rejecting all bids. Staff will be exploring different means to complete this necessary work.

Staff recommends approval of the attached resolution to reject the construction bids for the Digester Leak Repair and Air Pipe Painting Project at the Wastewater Treatment Plant.

RESOLUTION NO. 21-R-

A RESOLUTION TO REJECT CONSTRUCTION BIDS
FOR THE DIGESTER LEAK REPAIR AND AIR PIPE PAINTING PROJECT AT THE
WASTEWATER TREATMENT PLANT

WHEREAS, It was determined following routine proactive inspections by staff at the wastewater treatment plant that crack injection and coating work was needed for the east secondary digester and that Plant B aeration tank pipes needed cleaning and painting; and

WHEREAS, The Village of Libertyville retained the firm of Strand Associates, Inc. to prepare specifications, drawing and bid documents for the project; and

WHEREAS, G.P. Maintenance Services, Inc. was determined to the lowest responsive bidder in the amount of \$243,800.00 at the bid opening held on January 28, 2021; and

WHEREAS, Only \$73,590.00 in funding is available for this proposed work in the FY 2020/21 Annual Budget in the Utility Fund (Acct# 20-2024-6-750); and

WHEREAS, Since the lowest responsive bid significantly exceeds the amount available for the project in the budget, staff recommends rejecting all bids.

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

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

Section 2: The Village of Libertyville Board of Trustees rejects the construction bids for the Digester Leak Repair and Air Pipe Painting project at the wastewater treatment plant.

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

PASSED this ____ day of _____, 2021.

AYES:

NAYES:

ABSENT:

APPROVED this ____ day of _____, 2021.

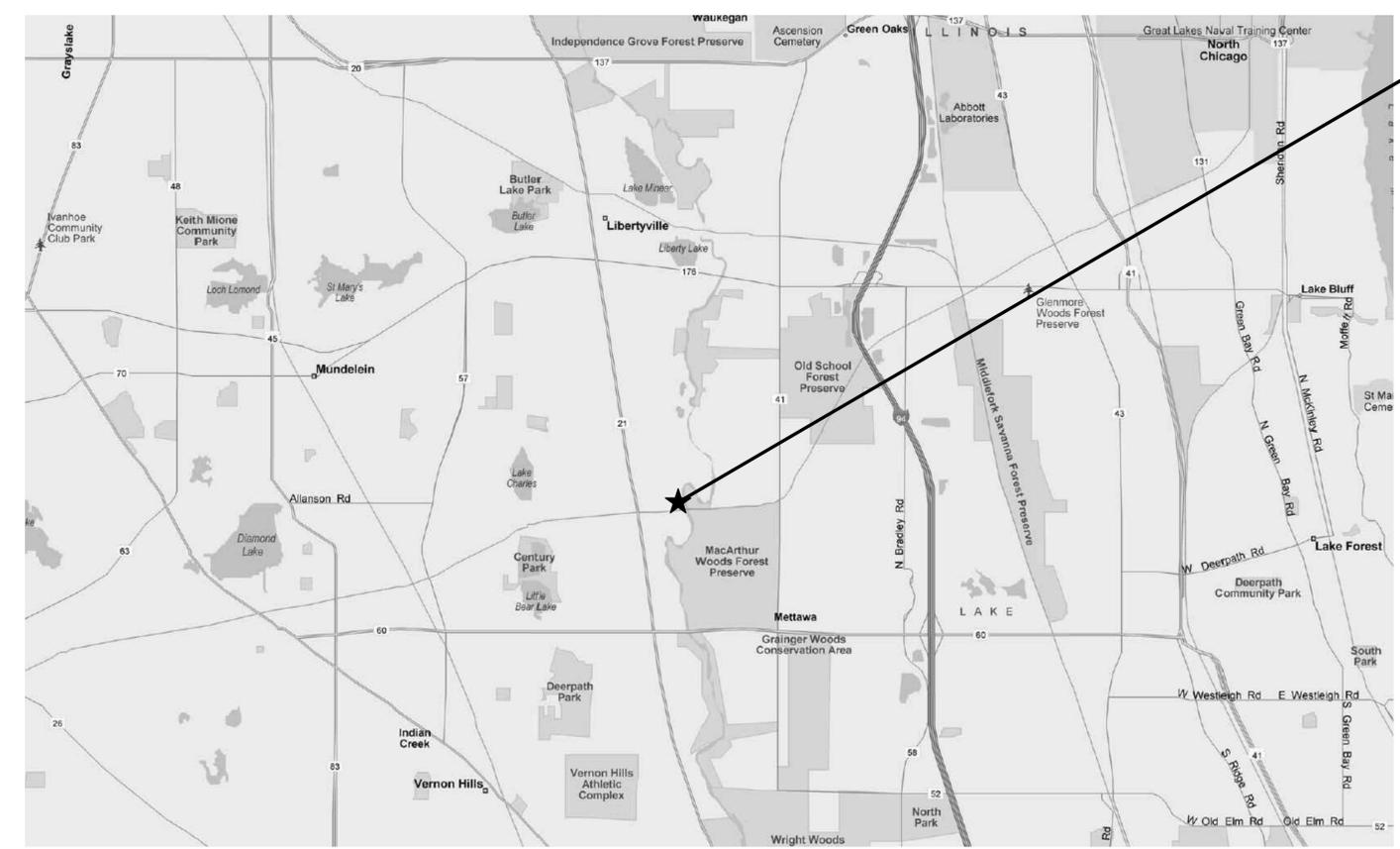
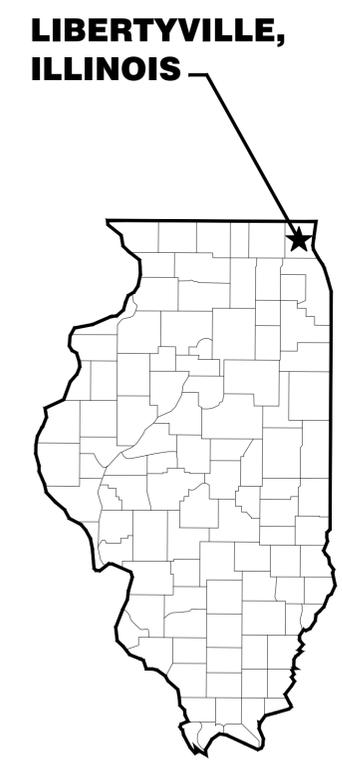
Terry L. Wepler, Village President

ATTEST:

Sally A. Kowal, Village Clerk

WASTEWATER TREATMENT PLANT DIGESTER LEAK REPAIR AND AIR PIPE PAINTING

FOR THE VILLAGE OF LIBERTYVILLE LIBERTYVILLE, ILLINOIS



**WWTP
1532 ARTAIUS PARKWAY
LIBERTYVILLE, IL 60048**

DRAWING LIST

1	G0.1	TITLE SHEET, DRAWING LIST, AND LOCATION MAP
2	S1.01	DIGESTER COMPLEX - LOWER LEVEL PLAN
3	S1.02	DIGESTER COMPLEX - GRADE LEVEL PLAN
4	S1.03	DIGESTER COMPLEX - LOWER LEVEL DETAILED PLAN
5	S1.04	PLANT B - AERATION TANKS

**910 West Wingra Drive
Madison, WI 53715
608-251-4843
608-251-8655 fax
www.strand.com**

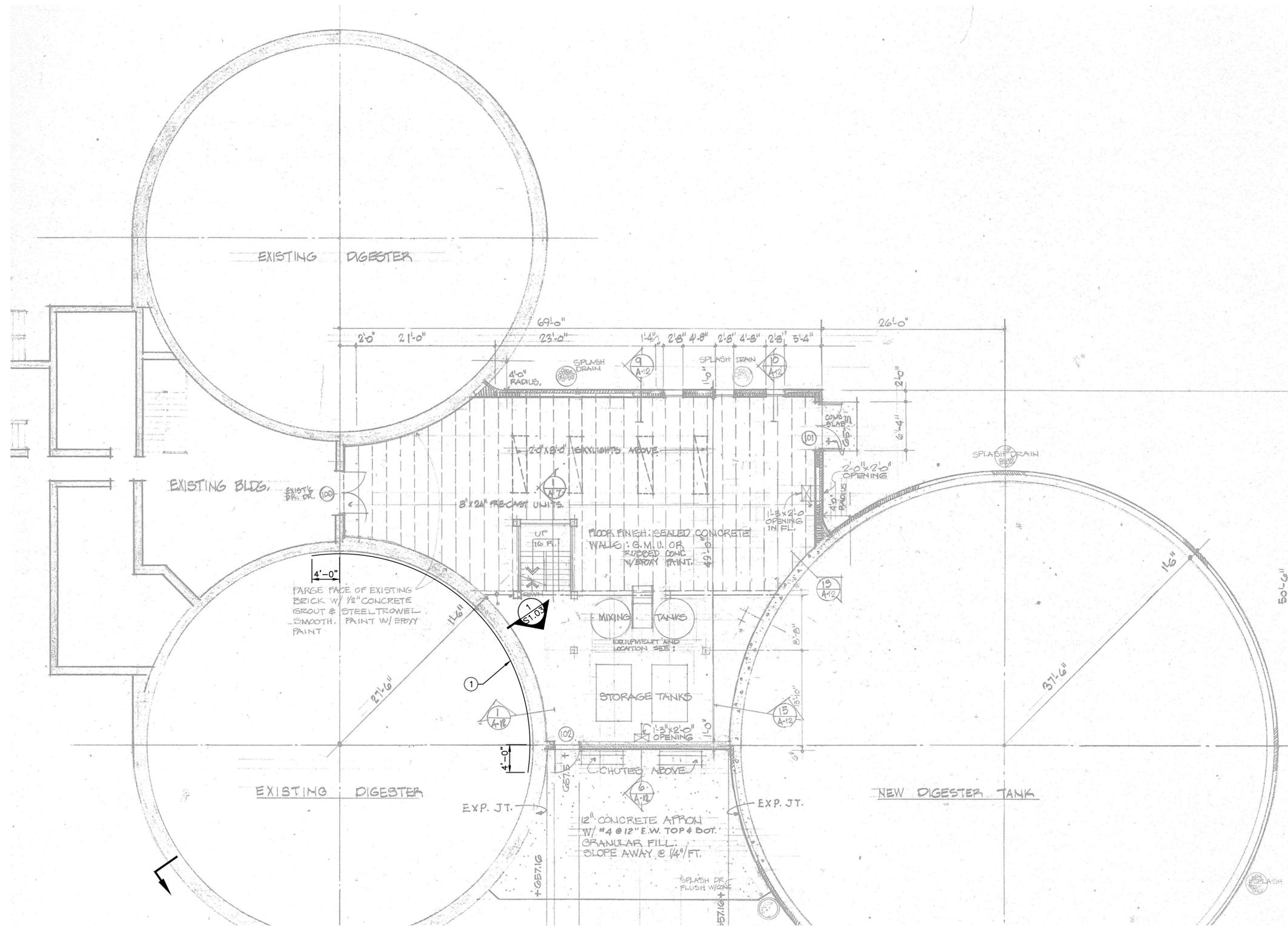
CONTRACT 2020-01

PROJECT LOCATION MAPS
NO SCALE



ISSUED FOR BID, 12/18/2020

**SHEET
1
G0.1**



MAIN LEVEL PLAN
NO SCALE

GENERAL NOTES:

- ACCESS TO TANK IS BY 30"x30" ACCESS HATCH IN ALUMINUM COVER OVER TANK. CONTRACTOR IS RESPONSIBLE FOR FINAL CLEANING OF TANK. OWNER WILL REMOVE CONTENTS OF TANK.
- SEE ALLOWANCE FOR CHEMICAL GROUT INJECTION FOR AREAS THAT HAVE ACTIVE LEAKS OR WHERE CALLED FOR ON DRAWINGS. PERFORM TANK LINING WORK FIRST BEFORE DOING CHEMICAL GROUT INJECTION UNLESS NEEDED TO DO SEAL ACTIVE LEAKS FOR LINING WORK.
- THE INFORMATION SHOWN ON THESE DRAWINGS IS TAKEN FROM PREVIOUS PHASES OF CONSTRUCTION DRAWINGS. CONTRACTOR SHALL MAKE THEIR OWN INVESTIGATIONS TO VERIFY CONDITIONS AS REQUIRED.

KEY NOTES:

- PROVIDE TANK LINING SYSTEM AS SPECIFIED.

NO.	REVISIONS	ISSUED FOR BID	DATE
1			12/18/2020

**DIGESTER COMPLEX
TANK LEAK REPAIRS
GRADE LEVEL PLAN**

WASTEWATER TREATMENT PLANT DIGESTER LEAK REPAIR AND AIR PIPE PAINTING
VILLAGE OF LIBERTYVILLE
LIBERTYVILLE, ILLINOIS

JOB NO.
3737.006

PROJECT MGR.
VERN WITTHUHN



SHEET
3
S1.02

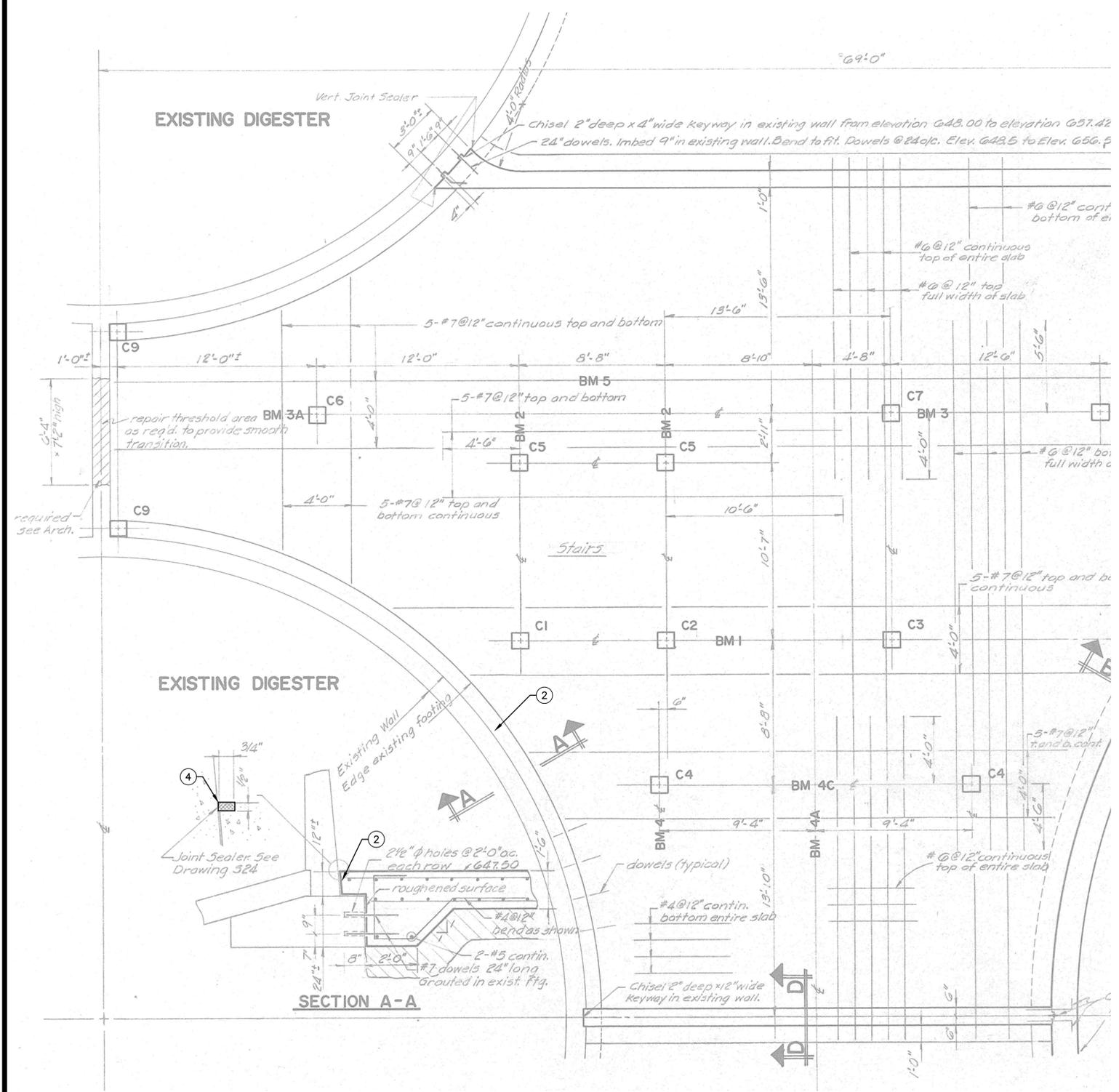
GENERAL NOTES:

- ACCESS TO TANK IS BY 30"x30" ACCESS HATCH IN ALUMINUM COVER OVER TANK. CONTRACTOR IS RESPONSIBLE FOR FINAL CLEANING OF TANK. OWNER WILL REMOVE CONTENTS OF TANK.
- SEE ALLOWANCE FOR CHEMICAL GROUT INJECTION FOR AREAS THAT HAVE ACTIVE LEAKS OR WHERE CALLED FOR ON DRAWINGS. PERFORM TANK LINING WORK FIRST BEFORE DOING CHEMICAL GROUT INJECTION UNLESS NEEDED TO DO SEAL ACTIVE LEAKS FOR LINING WORK.
- THE INFORMATION SHOWN ON THESE DRAWINGS IS TAKEN FROM PREVIOUS PHASES OF CONSTRUCTION DRAWINGS. CONTRACTOR SHALL MAKE THEIR OWN INVESTIGATIONS TO VERIFY CONDITIONS AS REQUIRED.

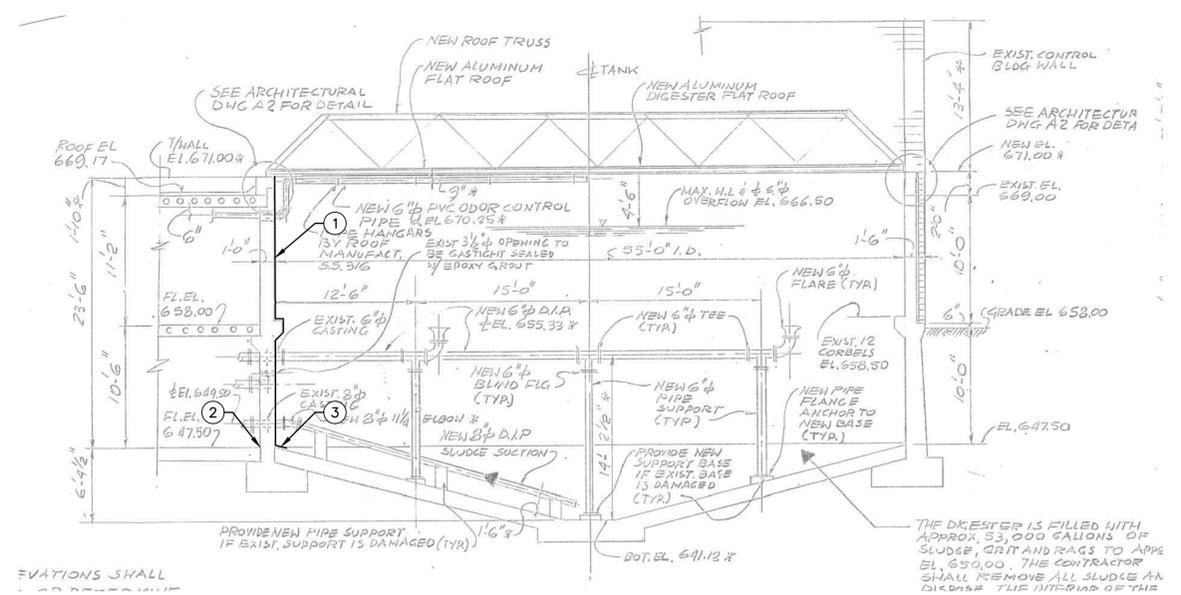
KEY NOTES:

- PROVIDE TANK LINING SYSTEM AS SPECIFIED.
- INJECT FLOOR JOINT W/ CHEMICAL GROUT FOR GROUND WATER LEAKS.
- LAP TANK LINER SYSTEM MIN. 1'-0" ON TO BASE SLAB.
- REMOVE AND REPLACE CAULK WHERE JOINT IS INJECTED. INCLUDE COST FOR THIS WORK IN THE FLOOR JOINT INJECTION ALLOWANCE.

NO.	ISSUED FOR BID	REVISIONS	DATE
1			12/18/2020



LOWER LEVEL DETAIL PLAN
NO SCALE



SECTION 1
NO SCALE

**DIGESTER COMPLEX
TANK LEAK REPAIRS
LOWER LEVEL DETAILED PLAN**

WASTEWATER TREATMENT PLANT DIGESTER LEAK REPAIR AND AIR PIPE PAINTING
VILLAGE OF LIBERTYVILLE
LIBERTYVILLE, ILLINOIS

JOB NO.
3737.006

PROJECT MGR.
VERN WITTHUHN



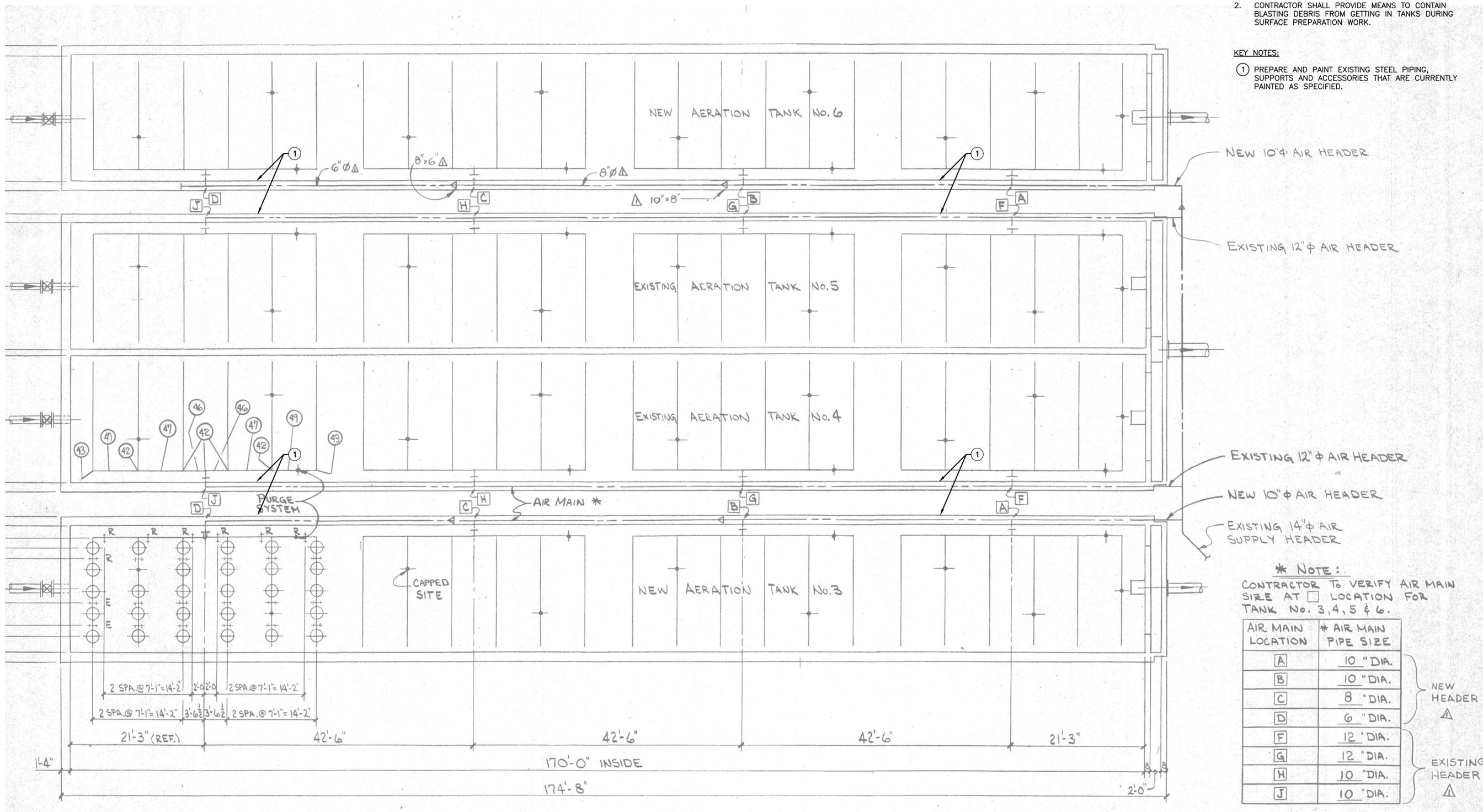
SHEET
4
S1.03

GENERAL NOTES:

1. THE INFORMATION SHOWN ON THESE DRAWINGS IS TAKEN FROM PREVIOUS PHASES OF CONSTRUCTION DRAWINGS. CONTRACTOR SHALL MAKE THEIR OWN INVESTIGATIONS TO VERIFY CONDITIONS AS REQUIRED.
2. CONTRACTOR SHALL PROVIDE MEANS TO CONTAIN BLASTING DEBRIS FROM GETTING IN TANKS DURING SURFACE PREPARATION WORK.

KEY NOTES:

1. PREPARE AND PAINT EXISTING STEEL PIPING, SUPPORTS AND ACCESSORIES THAT ARE CURRENTLY PAINTED AS SPECIFIED.



* NOTE:
CONTRACTOR TO VERIFY AIR MAIN SIZE AT □ LOCATION FOR TANK No. 3, 4, 5 & 6.

AIR MAIN LOCATION	* AIR MAIN PIPE SIZE	
A	10 "DIA.	NEW HEADER △
B	10 "DIA.	
C	8 "DIA.	
D	6 "DIA.	
F	12 "DIA.	EXISTING HEADER △
G	12 "DIA.	
H	10 "DIA.	
J	10 "DIA.	

PLAN
NO SCALE

NO.	REVISIONS	DATE
1	ISSUED FOR BID	12/18/2020

PLANT B - REX-FLEX DIFFUSER FIXED AERATION SYSTEM PLAN
AERATION TANKS
PIPING PAINTING

WASTEWATER TREATMENT PLANT DIGESTER LEAK REPAIR AND AIR PIPE PAINTING
 VILLAGE OF LIBERTYVILLE
 LIBERTYVILLE, ILLINOIS

JOB NO.
3737.006
 PROJECT MGR.
VERN WITTHUHN



SHEET
5
S1.04



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: February 9, 2021

Agenda Item: Consideration of a Resolution to Reject Construction Bids for the Chemical Line Replacement Project at the Wastewater Treatment Plant

Staff Recommendation: Approve Resolution

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

Background: Routine proactive inspections by staff at the wastewater treatment plant identified that the removal and replacement of the chlorine feed line between the chemical building and chlorine contact tank was needed due to its deteriorating condition. The addition of chlorine to the plant's effluent is a critical component of the treatment process.

Staff retained the firm of Strand Associates, Inc. to prepare project specifications, drawings and bid documents. Two (2) bids were received at the bid opening held on January 28, 2021 and are summarized below:

Contractor	Bid Amount
Joseph J. Henderson & Son, Inc.	\$51,000.00
AMS Mechanical Systems, Inc.	Incomplete

The lowest responsive bid was submitted by Joseph J. Henderson & Son, Inc. in the amount of \$51,000.00. The bid from AMS Mechanical Systems, Inc. did not contain any pricing information. The Fiscal Year 2020/21 Annual Budget provides \$43,000 in the Utility Capital Improvement Fund (Acct. #20-2024-6-750) for the proposed work. The engineering costs will be \$10,960. This leaves \$32,310 available for construction. The lowest responsive bid significantly exceeds the available budget funds, and therefore Staff recommends rejecting all bids for the project. Staff will be exploring different means to complete this necessary work.

Staff recommends approval of the attached resolution to reject the construction bids for the Chemical Line Replacement Project at the Wastewater Treatment Plant.

RESOLUTION NO. 21-R-

A RESOLUTION TO REJECT CONSTRUCTION BIDS
FOR THE CHEMICAL LINE REPLACEMENT PROJECT AT THE WASTEWATER
TREATMENT PLANT

WHEREAS, It was determined following routine proactive inspections by staff at the wastewater treatment plant that the removal and replacement of the chlorine feed line between the chemical building and chlorine contact tank was needed due to its deteriorating condition; and

WHEREAS, The Village of Libertyville retained the firm of Strand Associates, Inc. to prepare specifications, drawing and bid documents for the project; and

WHEREAS, Joseph J. Henderson & Son, Inc. was determined to be the lowest responsive bidder in the amount of \$51,000.00 at the bid opening held on January 28, 2021; and

WHEREAS, Only \$32,310 in funding is available for this proposed work in the FY 2020/21 Annual Budget in the Utility Fund (Acct# 20-2024-6-750); and

WHEREAS, Since the lowest responsive bid significantly exceeds the available budget funds, Staff recommends rejecting all bids for the project.

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

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

Section 2: The Village of Libertyville Board of Trustees rejects the construction bids for the chemical line replacement project at the wastewater treatment plant.

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

PASSED this ____ day of _____, 2021.

AYES:

NAYES:

ABSENT:

APPROVED this ____ day of _____, 2021.

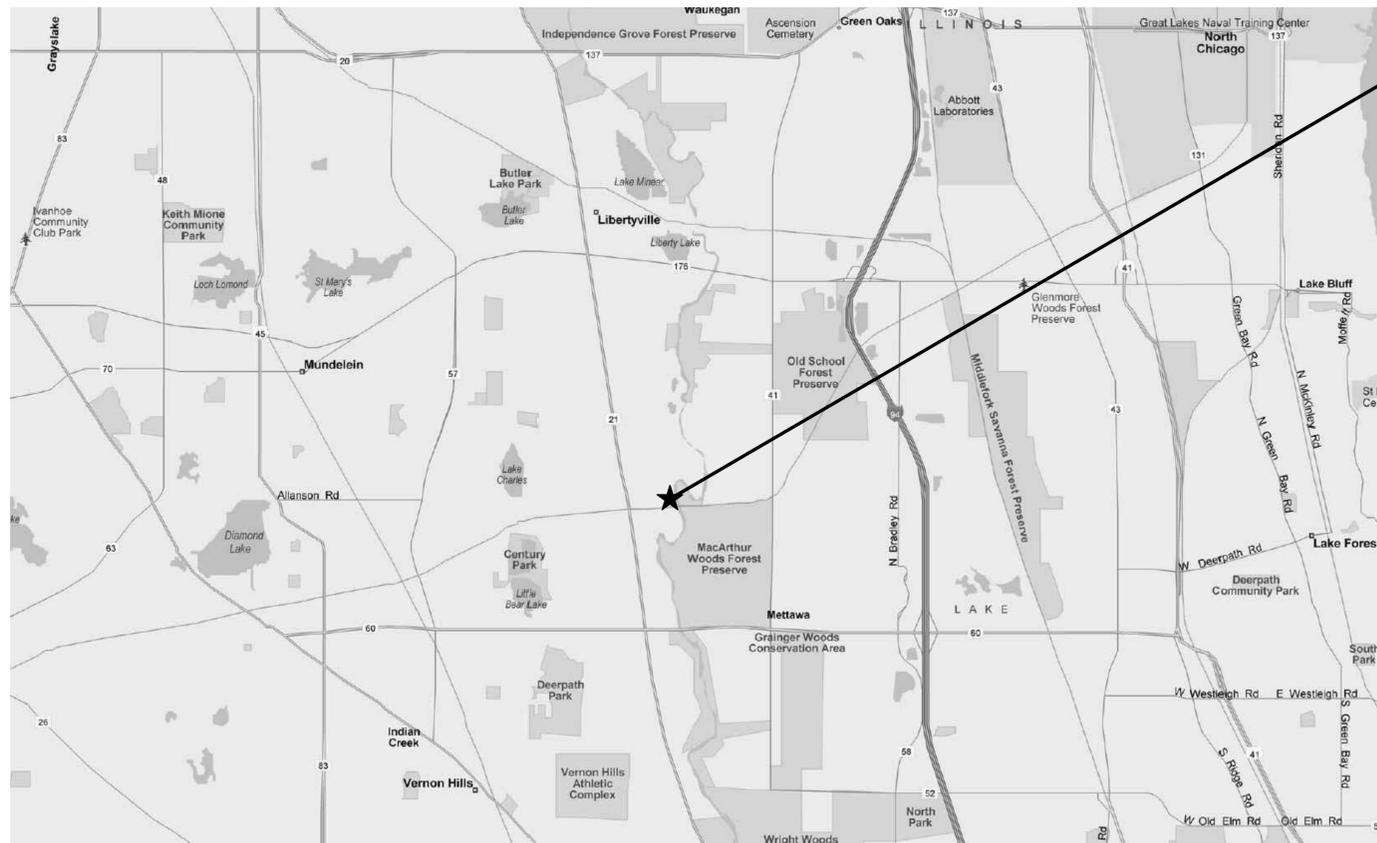
Terry L. Wepler, Village President

ATTEST:

Sally A. Kowal, Village Clerk

WASTEWATER TREATMENT PLANT CHEMICAL LINE REPLACEMENT FOR THE VILLAGE OF LIBERTYVILLE LIBERTYVILLE, ILLINOIS

LIBERTYVILLE,
ILLINOIS



**WWTP
1532 ARTAIUS PARKWAY
LIBERTYVILLE, IL 60048**

DRAWING LIST

- 1 G0.1 TITLE SHEET, DRAWING LIST, AND LOCATION MAP
- 2 C1.1 SITE - PARTIAL PLAN
- 3 M1.1 CHEMICAL BUILDING - PLAN

910 West Wingra Drive
Madison, WI 53715
608-251-4843
608-251-8655 fax
www.strand.com

PROJECT LOCATION MAPS
NO SCALE



CONTRACT 2020-02

ISSUED FOR BID, 12/18/2020



SHEET
1
G0.1



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	February 9, 2021
Agenda Item:	Consideration of a Resolution to Approve a new Contract for Alarm Monitoring Services with Fire and Security Systems
Staff Recommendation:	Approve Resolution
Staff Contact:	Richard M. Carani, Fire Chief

Background: Currently, the Village of Libertyville Municipal Code requires Commercial Fire Alarms and Sprinkler Systems to be directly monitored at our dispatch center in Vernon Hills. Alarm monitoring services are currently provided by Fire and Security Systems (FSS). Monitoring is completed through an internet network of monitoring devices leased to businesses through FSS for the purpose of transmitting Fire Alarms directly to the Vernon Hills Dispatch Center. The current FSS contract expired on December 31, 2020, and the new agreement will be effective retroactive to January 1, 2021 through December 31, 2025 (5 years).

FSS has been the Village's alarm monitoring contractor for the past fifteen (15) years and has a proven track record of good customer service and quality alarm monitoring.

The new contract includes price increases and fee changes however, FSS has not requested an increase over the last 10 years. The pricing changes and contract changes requested are as follows:

- Radio alarm leasing is currently \$49 per month, leasing will remain \$49 per month
- Alarm monitoring is currently \$36 per month, FSS is proposing to raise the monitoring rate to \$41 per month.
- Businesses that still have owned alarm monitoring radios would receive a new monthly fee of \$15 per month, called a network service fee. Currently, we still have about 30 owned radios in circulation.
- The Village will remit an additional \$5 per month per alarm to FSS for a total of \$10 per month.
- The Village will continue to collect \$31 of the proposed \$41 monthly monitoring fee.
- FSS will continue to administer the billing with a change from annual billing to quarterly.

The Village Attorney has reviewed the contract and staff recommends approval of the resolution, contract and related changes to the fee ordinance.

RESOLUTION NO. 21-R-_____

A RESOLUTION APPROVING A FIRE ALARM MONITORING AGREEMENT WITH
FSS TECHNOLOGIES, LLC, OF ARLINGTON HEIGHTS, ILLINOIS

WHEREAS, pursuant to Chapter 3 of the “Libertyville, Illinois Municipal Code,” as amended, fire alarms serving commercial properties in the Village are directly connected to the Village’s emergency fire dispatch center (which is currently provided by the Village of Vernon Hills); and

WHEREAS, the Village has previously entered into agreements with FSS Technologies, LLC, of Arlington Heights, Illinois (“**FSS**”), for the monitoring of fire alarms directly connected to the Village’s emergency fire dispatch center (“**Fire Alarm Monitoring Services**”); and

WHEREAS, the Village and FSS now desire to enter into a new agreement for the provision by FSS of the Fire Alarm Monitoring Services (“**Agreement**”); and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Agreement with FSS 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: The foregoing recitals are hereby incorporated and fully set forth as findings of the Village of Libertyville President and Board of Trustees.

SECTION 2: The Agreement by and between the Village and FSS 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 the Village Attorney.

SECTION 3: The Village President and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Agreement upon receipt by the

Village Clerk of at least one original copy of the Agreement executed by FSS; provided, however, that if the executed copy of the Agreement 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: This Resolution will be in full force from and after its passage and approval in the manner provided by law.

PASSED this ___ day of _____, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this ___ day of _____, 2021.

Terry L. Wepler, Village President

ATTEST:

Sally A. Kowal, Village Clerk

EXHIBIT A

Agreement

FIRE ALARM MONITORING AGREEMENT

THIS FIRE ALARM MONITORING AGREEMENT is dated as of the 1st day of January, 2021 ("**Agreement**"), and is by and between FSS Technologies, LLC, an Illinois limited liability company of 516 W. Campus Drive, Arlington Heights, Illinois, ("**FSS**") and the Village of Libertyville, an Illinois municipal corporation ("**Village**").

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in the Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. BACKGROUND.

A. The Village of Vernon Hills currently serves as the designed emergency and non-emergency fire and emergency medical service ("**EMS**") dispatch center for the Village ("**Vernon Hills Dispatch Center**" or "**VHDC**").

B. FSS currently provides fire alarm monitoring to the Village that transmits fire alarm signals to VHDC via FSS's AES Radio Network.

C. The Village desires to enter into an agreement with FSS: (i) designating FSS as the exclusive provider of required fire alarm monitoring services for persons and entities located within the Village and the Libertyville Fire Protection District (LFPD) that are required to tie into the Village's fire dispatch system; (ii) for an alarm monitoring network provided by FSS to the Village for the purpose of receiving and re-transmitting fire alarm signals to the Vernon Hills Dispatch Center; and (iii) establishing a schedule of charges for subscribers to FSS for alarm monitoring services and remittance payments from FSS to the Village.

SECTION 2. DESIGNATED PROVIDER.

A. For the term of this Agreement, the Village grants FSS the exclusive right to provide the Village with an alarm monitoring network and alarm monitoring services.

B. The Village provides fire service to certain persons and entities located outside its corporate boundaries through an intergovernmental agreement with the LFPD. These persons and entities will be served by FSS and shall be treated on the same terms as persons and entities located within the Village pursuant to the terms of this Agreement.

C. The Village will require all facilities with commercial fire alarm systems located within the Village and the LFPD that are required to maintain a direct connection to the Village's fire alarm dispatch system ("**Subscribers**") to (1) enter into a remote station signaling agreement and all other necessary agreements with FSS (collectively, the "**Subscriber Agreement**"), and (2) install a radio from FSS, no other radios will be acceptable.

SECTION 3. VILLAGE ASSIGNED EQUIPMENT.

A. Receiving Equipment. FSS will provide, configure, and install the alarm monitoring AES – Multinet Receiver Systems 7170 IP Links and 7744F radios (“**Radio**” or “**Radios**”) for the purpose of establishing the radio network (“**Network**”), for the purpose of monitoring alarm signals received from Subscribers’ Radios. FSS will provide, configure, and install the Network at no cost to the Village.

B. Village Assigned Radios. FSS will provide, configure and install 25 radios and appropriate antennas (“**Village Assigned Radios**”) for the purpose of establishing the Network at the Village-owned facilities located at 200 E. Cook Rd., 1551 Milwaukee Ave., 201 W. Golf Rd., and 13415 Atkinson Rd., all in the Village of Libertyville, Illinois (collectively, “**Remote Village Locations**”). FSS will provide the Village Assigned Radios at no cost to the Village. In the event that the Village determines that it will be in the best interest of the Village to substitute one of the Remote Village Locations with a new Remote Village Locations at any time during the term of this Agreement, FSS shall provide, configure and install appropriate radios and antennas at the substitute locations at no additional cost to the Village.

C. License; Ownership of Village Assigned Equipment. The Network and associated equipment are, and will remain, the sole and exclusive property of FSS. No provision of this Agreement may be construed to transfer title of any portion of the Network to the Village without written amendment or modification thereto.

D. Network Installation. FSS will maintain the Village Assigned Radios at locations that are mutually agreed upon by FSS and the Village. FSS will install the Network in a manner that satisfies all applicable standards, conditions, and requirements of the following:

1. equipment manufacturer’s guidelines,
2. interconnecting regulations of the facility providing radio service,
3. Underwriters Laboratories, Inc., and
4. the Libertyville, Illinois Municipal Code, as amended.

FSS may place and maintain on the Network equipment, any plate, logo, label, or other writing FSS deems appropriate.

E. Removal Network. Upon termination of this Agreement, FSS must disconnect the network from VHDC and the Remote Village Locations no later than 90 days after termination, unless the Village has exercised its rights under this Agreement to purchase the Network equipment or a portion thereof or the Village has not secured an alternate provider of alarm monitoring equipment and has requested that FSS maintain the Network for a mutually-agreed-upon period. The Village will allow FSS to enter the VHDC HQ and the Remote Village Locations during regular business hours to disconnect the network. FSS will disconnect the Network in the manner that will cause minimal disruption to the VHDC or the Village.,

SECTION 4. SERVICE, REPAIR AND REPLACEMENT.

A. Regular Service. FSS will conduct regular service and repair of the Network at no cost to the Village. FSS will conduct its service and repair work so as to cause the absolute

minimum amount of disruption to the proper functioning of the Network and the Village's public safety operations. FSS will conduct its service and repair work in a manner that complies to the greatest extent possible with the operational requirements of the VHDC.

B. Service Requests.

1. Request. The Village will promptly report to FSS any problems with the Network, Village Assigned Radios, or disruptions in service. FSS will accept service requests from the Village and the VHDC.

2. Response. FSS will provide qualified personnel to respond to service requests from the Village or the VHDC 24 hours each day, seven days per week. Upon receipt of a service request from the Village or the VHDC concerning a problem with the Network or Village Assigned Radios, FSS will make all reasonable efforts to ensure that qualified personnel address Network or Village Assigned Radio problems as may be required, to perform the necessary service and repair work no later than two hours after FSS receives the service request. FSS will make all commercially reasonable efforts to complete any needed service or repair no later than three hours after FSS receives the service request.

3. Notice to Subscribers. In the event that FSS is required perform service or repair on the Network in response to a service call outside of the normal service and repair schedule, FSS will not be required to give prior notice to Subscribers that service is being performed on the system or that interruptions in the service may occur. However, FSS will cooperate and support the Village in its efforts to provide notice to Subscribers.

C. Catastrophic Network Failure & Backup. In the event of a catastrophic Network failure resulting from the failure of equipment not owned or maintained by FSS or the Village, which renders the monitoring of signals impossible, neither party shall be obligated to provide substitute or replacement equipment which would bypass the inoperable equipment not owned or maintained by either party. In the event of damage to Network caused by a catastrophic occurrence or Act of God, the FSS shall make every reasonable effort 24 hours per day, seven days per week, to provide adequate personnel and Network to restore a reasonable level of signal monitoring within four hours of receiving notice.

In the event that Facility is rendered inoperable by a catastrophic occurrence or Act of God, FSS will assume dispatch responsibilities through the Back-Up Monitoring Contractor, as defined in Section 5.E of this Agreement. The Parties acknowledge and agree that FSS intends to secure the services of Acadian Monitoring Services ("**Acadian**") as the Back-Up Monitoring Contractor. FSS will direct the Back-Up Monitoring Contractor, to monitor the Village alarms for up to two weeks at no additional charge. If after two weeks the Back-Up Monitoring Contractor is still monitoring the Village alarms, payment of the Monthly Monitoring Fees to the Village will cease until the Village can resume dispatch duties. At all times, FSS will ensure that the Back-Up Monitoring Contractor will act as the backup to the Village. Additionally, in the event a signal goes unanswered for more than 90 seconds, FSS, through the Back-Up Monitoring Contractor, will assume the dispatch.

It will be the responsibility of the Village to notify FSS in writing that Subscriber's system is incapable of transmitting alarm signals to the Network.

FSS shall continue to invoice and collect the Monthly Monitoring Fee from each Subscriber until FSS receives Village's written cancellation notice.

D. Replacement, Modification, and Upgrades.

1. Replacement. FSS will maintain a stock of replacement parts for the Village Assigned Equipment in accordance with the equipment manufacturers' recommendations. If replacements parts are not available for a specific component of the Village Assigned Equipment, FSS will procure a suitable alternative component at no additional charge to the Village, regardless of whether the alternative component constitutes an upgrade or enhancement over the original component, and will maintain a stock of such alternative component. In the event that failure of one or more components impair any portion of the Village Assigned Equipment, FSS will make all commercially reasonable efforts to restore the Village Assigned Equipment to full and complete functionality as rapidly as possible, and to that end, will make all necessary parts available as quickly as possible, including any upgrade or enhancements.

2. Expansion; Updates. During the term of this Agreement, FSS will expand or update the Village Assigned Equipment as required or necessary to increase the capacity of the Village Assigned Equipment to accept all requested Subscriber connections. FSS will perform all service and provide all equipment required for such expansion or update as the same become necessary at no additional cost to the Village. If the Village requests an expansion or update of the Village Assigned Equipment to accommodate additional Subscriber connections, and FSS does not concur with the necessity of such expansion or update, the parties agree to meet and confer in good faith to ascertain a suitable solution considering cost, the number of additional Subscriber connections, and the feasibility of implementation.

3. Interfering Conditions. In the event that the Village or a Subscriber maintains a condition on its property that prevents the Village's or the Subscriber's alarm signals from being received by the Receiving Equipment, FSS will not be obligated to provide substitute or replacement equipment, facilities, services, or transmissions to bypass that condition.

E. Subscriber Data. FSS will maintain a record of the connection data for existing and new Subscribers and will provide these records to the Village on a prompt and regular basis. The Village will be responsible for transmitting all subscriber data to the VHDC for entry into its automated system

F. Service Obligations to Subscribers. The provisions of this Section 4 relate solely to installation and service of the Network and in no way obligate FSS to repair, service, operate, or assure the operation of any device or devices belonging to any Subscriber, unless that Subscriber enters into a Subscriber Agreement(s) obligating FSS to do so.

SECTION 5. TRANSMISSION OF ALARM SIGNALS.

A. Transmission of Alarm Signals. FSS is responsible for ensuring that Subscribers' Radios are properly configured to transmit signals to the VHDC; and the Network is properly configured to receive signals from the Subscribers' Radios. FSS is responsible for notifying the Village if there is a signal interruption in the Network; provided however, that if the Village becomes aware that alarm signals are not being properly transmitted to the VHDC, the Village will promptly notify FSS of the same. In the event the Village becomes aware that signals from a Subscriber's Radio are not properly detected or responded to by the Network, the Village shall promptly notify FSS of the same.

B. FSS requires all signals transmitted from Subscriber facilities to be routed through Acadian through the AES 7170 IP Links, which transmit the signal to Acadian. The Village

acknowledges and agrees that Subscribers may only use and install Contractor owned and installed Radios.

C. FSS will require Acadian to set up the Village on its own business unit and retain existing position numbers. Acadian uses Boldnet Dispatch software, which is a web-based service. The software will reside on Acadian's servers located in Elk Grove Village, IL, Baton Rouge, and Lafayette, LA. FSS will require that Acadian will provide logins to the software for all Village dispatchers and command staff. The Village shall have no login limits. The dispatchers will log into the Boldnet software to dispatch. Dispatch software records will be maintained for one year by Acadian. All phone records and recordings will be retained by the Village.

D. Dispatch by the VHDC. FSS and the Village agree that the VHDC will be responsible for dispatching the appropriate fire response after an alarm signal has been transmitted by the Network.

E. Back Up Monitoring. In the event that the VHDC is incapable of receiving alarm signals from the Network or unable to dispatch the appropriate fire response for more than 60 seconds Acadian will begin dispatching all fire alarm signals as the designated Back-Up Monitoring Contractor to the VDHC. FSS must ensure that Acadian continues to monitor signals received until the VHDC is restored to full operation.

1. Duty to Provide. FSS will have at all times contracted with a contractor ("**Back-Up Monitoring Contractor**") to provide back-up monitoring services in the event that the VHDC is incapable of receiving alarm signals from the Network ("**Back-Up Monitoring Services**").

2. Back-Up Monitoring Contractor. The Back-Up Monitoring Contractor must have sufficient capability and expertise to perform the Back-Up Monitoring Services. As of the date of this Agreement, FSS has contracted with Acadian to provide the Back-Up Monitoring Services. FSS must notify the Village at least 60 days prior to terminating its agreement with Acadian and entering into an agreement with another Back-Up Monitoring Contractor.

SECTION 6. VILLAGE RESPONSIBILITIES.

A. Installation Sites for Village Assigned Equipment. The Village will provide FSS with sufficient and appropriate space at the Remote Village Locations for the installation and operation of the Village Assigned Radios, including any additions, modifications or upgrades that FSS may make in the future. Electrical power for each Village Radio will be taken from each Remote Village Location's dedicated fire alarm control panel electrical circuit. The Village will provide HVAC, internet service, and lighting to the Remote Village Locations at no cost to FSS.

B. Permits. The Village will not charge FSS for any permits or impose any fees on FSS in connection with the installation, service and repair of the Network.

C. Dispatch Services Agreement with the VHDC. The Village will enter into, and comply with, a dispatch services agreement requiring the VHDC to provide fire dispatching services to the Village's Subscribers in a form and substance approved by FSS's insurance carrier.

SECTION 7. SERVICES TO SUBSCRIBERS.

A. Connection and Disconnection. FSS will ensure each Subscriber's Radio is connected to the Network and transmitting proper signals, provided Subscriber complies with the connection requirements listed herein and pays all required service charges. FSS shall not disconnect a Subscriber from the Network without first complying with the disconnection procedure set forth in this Section 7. It is the explicit intent of the Village that Subscribers remain connected to the Network at all times.

B. Connection Requirements and Procedures. FSS will provide each Subscriber that complies with the following requirements and procedures with a connection between the Subscriber's Radio and the Network.

1. Subscriber Agreement. No person or entity shall be permitted to connect a Remote Monitoring Panel to the Network without first executing a Subscriber Agreement in substantially the form attached hereto as **Exhibit B** and any other additional documents or forms required by FSS. FSS may require a Subscriber to execute a Subscriber Agreement for each new connection, all existing connections, or as a result of a change in ownership of the alarm system. The Village will assist FSS in securing the execution of a Subscriber Agreement by the Subscriber.

2. Connection Procedure. FSS and the Village will use the following procedures for the initiation of new connections to the Receiving Equipment:

Subscribers wishing to connect any alarm to the Network shall submit an application as required by Ordinances enacted by the Village. All such applications will be submitted directly to Village, which will process all such applications. The Village shall promptly review the application and approve or disapprove it, and, upon disapproval, notify the applicant in writing of all changes necessary for approval. Upon approval by the Village, the Village will notify Contractor of such approval in writing. Village will notify the Subscriber that they must contact Contractor in order to sign the appropriate Agreement with Contractor prior to the connection being scheduled. Contractor shall complete the connection and installation of each new alarm to the Network within three working days, or mutually agreed upon time between Contractor and connecting Subscriber, after the receipt of the written approval from the Village and Contractor receives signed original Agreements from Subscriber, on Contractor's normal working connection days of Monday – Friday. All new Connections will be made with Radios leased by Contractor to Subscribers.

3. Radio Connections and Equipment. All new Subscribers, and any existing Subscribers must lease Radios from FSS. In the event that a Subscriber owned a legacy radio (a radio that has been in use since the inception of the original agreement with Libertyville) that radio may remain; provided, however, that if the radio is not a UL listed radio it must be replaced by a Leased radio from FSS. Any Subscriber that previously owned a radio must enter into a radio service agreement with FSS. As part of the service agreement FSS will provide service of the Radio as needed. Additionally, as part of the service agreement, FSS will inspect/test the Radios and replace the Radio batteries once every three years.

4. Radio Installation Conditions If conditions at the Subscriber's location require the installation of additional equipment beyond a Radio to effectively transmit alarm signals to the Network, FSS will provide the Subscriber with a quote for such additional installation

costs, and enter into a system sales agreement with the Subscriber covering these costs. Such conditions may include, without limitation:

- a. Radio requires a larger gain antenna;
- b. Radio antenna needs to be installed outside the building; or
- c. the installation of the Radio or antenna requires special installation material or technique for proper installation.

5. Verification of Installation. FSS will verify the connections of all new or converted Subscribers. FSS will allow a member of the Village's Fire Prevention Bureau to witness any Radio test and verify each radio installation performed by FSS, if the Village deems such participation necessary.

6. Cooperation. FSS will cooperate and coordinate with all necessary parties to successfully complete a connection. FSS will provide suitable personnel to attend requested meetings or engage in communications between or among FSS, the Village, a Subscriber, the Subscriber's alarm service provider, and/or any other entity providing transmission facilities for the alarm signals from the Subscriber's Remote Monitoring Panel to the Receiving Equipment. FSS will do so at no additional cost to the Subscriber or the Village.

C. Disconnection Requirements and Procedures. FSS may disconnect a Subscriber's Alarm or Radio from the Network only upon compliance with the following requirements and procedures.

1. Grounds for Disconnection. FSS may disconnect a Subscriber's Remote Monitoring Panel from the Receiving Equipment for the following reasons:

- a. The Subscriber fails to execute the Subscriber Agreement within 14 days after taking over an existing connection;
- b. The Subscriber fails to remit the monthly Monitoring Position Charge ("**Monitoring Charge**") required by Section 8 and set forth in Exhibit C to FSS on the designated payment schedule;
- c. The Subscriber fails to remit the Radio Lease Charge or any other service charge required by the Subscriber Agreement; or
- d. The Subscriber fails to maintain its alarm system.

2. Disconnection Procedures.

- a. FSS may, in coordination with the Village, initiate disconnection procedures for a Subscriber upon a finding that one of the grounds for disconnection listed in Section 6.C.1 has occurred.
- b. FSS must provide the Village with ten days prior written notice of its intent to disconnect any existing connection, which notice must detail the grounds for disconnection.

- c. FSS may not disconnect any Subscriber without the written approval of the Village, which approval shall not be unreasonably withheld by the Village upon a finding that the grounds for disconnection cited by FSS are valid.
- d. FSS will conduct all disconnections during normal business hours.
- e. FSS will promptly disconnect a Subscriber Radio from the Network upon the Village's request.

3. Reconnection. In the event that a Subscriber's Radio is properly disconnected from the Receiving Equipment pursuant to this Section 7.C, the Subscriber's Radio may not be reconnected to the Network without full compliance with the connection procedures and requirements set forth in Section 7.B.

SECTION 8. SUBSCRIBER CHARGES AND REMITTANCE PAYMENTS.

A. Subscriber Charges. FSS will invoice and collect from Subscribers all connection, usage, and service charges in the amounts set forth in **Exhibit C** to this Agreement (collectively, "**Subscriber Charges**").

B. Remittance Payments. FSS will remit portions of the Subscriber Charges to the Village in the amount set forth in Exhibit C ("**Remittance Payment**").

C. Billing of Subscriber Charges. FSS will bill Subscribers on a quarterly basis, in advance.

D. Payment of Remittance Payment. FSS will remit the Remittance Payment to the Village no later than the 20th day of each month in an aggregate amount calculated based on the number of Subscriber positions connected during the previous month. In conjunction with the Remittance payment, FSS will provide the Village with a detailed breakdown of the Subscriber Charges collected and the Remittance Payment remitted.

E. Increases in Subscriber Charges. During the Term of this Agreement but not earlier than two years following the execution of this Agreement, the FSS will be allowed one increase in the Lease Rate, as set forth on Exhibit C, of not more than ten percent. In the event that FSS experiences unexpected cost increases after the first two years of the Agreement, the parties may meet to discuss possible additional increases to the Lease Rate. The preceding sentence shall not be construed as imposing any obligation upon the Village to agree to any additional increase in the Lease Rate. For the initial three-year term of this Agreement, FSS may not increase the amount of the Monitoring Charge assessed against Subscribers. If, after the expiration of the original term of this Agreement, FSS desires to increase the Monitoring Charge, FSS must provide Village written notice at least two months prior to the effective date of the proposed increase. The Village will, upon receipt of such notice, promptly inform FSS of the amount it desires to increase the Remittance Payment. No increase Monitoring Charge or the Remittance Payment will become effective without a duly executed amendment to this Agreement and approval by the Village's Board of Trustees of an amendment to the Village's Annual Fee Ordinance including the proposed increase(s).

F. Late Charges. FSS shall have the right to charge a late payment charge of 1½% per month on all Monthly Monitoring Fees that are delinquent for more than 30 days, provided

that the Village shall have first approved such late payment fee by Ordinance. This would be an annual percentage rate of 18%. All collected late charges shall be retained by FSS as compensation incurred to collect the delinquent monitoring charge. The Village agrees that after sixty (60) days of delinquency, it will assist FSS to remedy delinquencies, up to and including disconnection and subsequent fines to Subscriber.

SECTION 9. TERM OF AGREEMENT; TERMINATION.

A. **Term.** This Agreement shall have a term of five years commencing on the latest date executed by both parties ("***Effective Date***"), unless terminated sooner by either party in accordance with this Section 9. In the event that the term of this Agreement expires without the parties renewing this Agreement as provided in Section 9.B or either party providing the other with a written notice of termination, this Agreement shall remain in effect until one party provides the other party with a written notice of termination. Upon receipt of a notice of termination after the term of this Agreement has expired, the parties will cooperate and coordinate in the disconnection of the Network in accordance with Section 3.E of this Agreement.

B. **Renewal.** The parties may, by mutual written consent, renew this agreement for an additional five-year term.

C. **Early Termination.** The parties may, by mutual written agreement, terminate this Agreement at any time during the term of this Agreement, with or without cause, upon 90 days prior written notice to the other party, which notice shall set forth the reason(s) for early termination and outlining any alleged breach, in specificity, of Agreement. The alleged breaching party shall be allowed 90 days to cure any alleged breach. Early termination of this Agreement shall not affect or impair the right of any party to collect any sum that has accrued and is due.

D. **Transition.** Upon termination of this Agreement, FSS will coordinate and cooperate with the Village in the transition to another service provider so as to minimize disruption in the Village's ability to receive and re-transmit alarm signals to the VHDC.

SECTION 10. WARRANTIES FOR EQUIPMENT.

FSS and the Village have consulted with respect to the requirements of the Network. Each party has had access to, and relied upon, the expertise of the other. FSS warrants that the Network and Radios are suitable for the purpose for which it will be installed under this Agreement, but makes no other warranties, express or implied, regarding the Network or its operation, other than the warranties set forth in the published literature provided by the manufacturer(s) of the Network equipment.

SECTION 11. INSURANCE, RISK OF LOSS AND INDEMNIFICATION.

A. **Risk of Loss.** The Village Assigned Equipment shall be held at all times at the sole risk of FSS, which shall carry the insurance coverage required by this Section 11, and, at its discretion, whatever additional insurance coverage FSS deems appropriate to protect itself from injury, loss, or destruction.

B. **Limitation of Liability.** FSS and the Village are not insurers of any risk under this Agreement. The equipment and services to be provided in accordance with this Agreement are not, and should not be, deemed a substitute for appropriate insurance against the risks incurred by individual Subscribers. All sums payable hereunder to FSS by Subscribers are based upon

the value of services offered and the scope of liability undertaken and such sums are not related to the value of property belonging to, or under the control of, any Subscriber or to others. The Village may obtain and carry such insurance as it may deem necessary or desirable. FSS makes no warranty, express or implied, that the equipment FSS installs or the services that FSS furnishes, will avert or prevent the occurrences (including, without limitation, fires) or the consequences therefrom which the systems and services are designed to detect. Nothing in this Agreement shall impart any responsibility to FSS whatsoever for any conduct of, or failure to act by, any employee, servant, agent, officer or official of the Village and/or the VHDC, including, but not limited to, liability for payment of attorneys' fees, court costs, investigation costs, expert witness costs and discovery costs. Nothing in this Agreement shall impart any responsibility to FSS whatsoever for any conduct of, or failure to act, by any employee, servant, agent, officer, or official of the Village or the VHDC.

C. Insurance. Contemporaneous with the execution of this Agreement, FSS shall provide certificates and policies of insurance, all with coverages and limits acceptable to the Village, and evidencing at least the minimum insurance coverages and limits as set forth in this Section 11.C. Such certificates and policies shall be in a form acceptable to the Village and from companies with a general rating of A minus, and a financial size category of Class IX or better, in Best's Insurance Guide. If, at any time during the term of this Agreement, FSS is unable to maintain coverage from a company with the required rating or financial size category, it shall be required to submit to the Village a written request for approval of such lesser coverage explaining why it cannot satisfy the requirements of this Section 11.C. During the entire term of this Agreement, FSS shall maintain in full force and effect, these insurance coverages, with the Village named as an additional insured, but only as to risks assumed by FSS pursuant to Section 11 of this Agreement:

<u>TYPE</u>	<u>LIMITS</u>
Workman's Compensation	As required by State of Illinois
Public Liability & Automobile	\$ 1,000,000 per person \$ 1,000,000 per occurrence
Casualty/Property Damage	\$ 1,000,000 annual aggregate
Liability to Subscribers (If not included in Public Liability)	\$ 1,000,000 per person \$ 2,000,000 per occurrence
Umbrella Liability	\$ 3,000,000

Any umbrella liability policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy become effective to cover such loss.

Each additional insured endorsement shall identify the Village as follows: Village of Libertyville, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants and representatives.

F. Indemnification.

1. By FSS. Under no circumstances shall the Village be liable in any way to FSS, the Back-Up Monitoring Contractor, or any person or entity with regard to the Network, and FSS covenants to save, hold harmless and indemnify the Village and its officials, employees, agents and attorneys against any all lawsuits, claims, demands, damages, liabilities, losses and expenses, including attorney's fees and administrative expenses, that arise, or may be alleged to have arisen out of or in connection with: (a) FSS's negligent installation, operation and maintenance of the Network and FSS's negligent performance of any obligation under this Agreement; (b) the Back-Up Monitoring Contractor's negligent acts or omissions in the management, monitoring, or distich of signals over the Network; or (c) any claim by a Subscriber concerning its contract (if any) with FSS, or concerning FSS's activity or services provided to, or within the premises of, a Subscriber.

2. By the Village. The Village shall defend, indemnify, save and hold Contractor free and harmless with regard to any claims by Subscribers for damages with regard to the negligent monitoring by the Village or absence of monitoring or delay by Village in responding to signals by the Subscriber only to the extent such damages are attributable to the Village and not to FSS, Acadian, or the Back-Up Monitoring Contractor.. In addition, the Village shall defend, indemnify, save and hold Contractor free and harmless with regard to any claims arising against or concerning the services being provided by the Contractor. In addition, the Village agrees to defend, indemnify, save and hold Contractor free and harmless with regard to any claims concerning the legality of any Village laws or regulations concerning fire alarm systems in the Village.

SECTION 12. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

B. Assignment. This Agreement may not be assigned by the Village or by FSS without the prior written consent of the other party. FSS shall have the right to assign its rights under this Agreement to any entity acquiring all or substantially all of the assets of FSS, upon and following notice to the Village, with the consent of the Village, which consent shall not be unreasonably withheld, conditioned or delayed.

C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the parties hereto and their agents, successors, and assigns.

D. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by electronic internet mail ("**e-mail**"). E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the

addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Libertyville
 Fire Station 1
 151 N. Milwaukee Avenue
 Libertyville, Illinois 60048
 Attention: Richard Carani, Fire Chief
 E-mail: rcarani@libertyville.com

With a copy to:

Elrod Friedman LLP
 325 N. LaSalle Street, Suite 450
 Chicago, Illinois 60654
 Attn: Hart M. Passman, Village Attorney
 E-mail: Hart.Passman@ElrodFriedman.com

Notices and communications to FSS shall be addressed to, and delivered at, the following address:

FSS Technologies, LLC
 516 W. Campus Drive
 Arlington Heights, Illinois 60004
 Attention: Jeffery Handy
 E-mail: Jeff.Handy@Fsstechnologies.com

With a copy to:

Law Offices of Marc P. Katz, LLC
 8910 Purdue Road, Suite 210
 Indianapolis, Indiana 42468
 Attn: Marc P. Katz
 Email: mkatz@marckatzlaw.com

E. Conflict of Interest. FSS represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of FSS or this Agreement; (2) as of the date of this Agreement neither FSS nor any person employed or associated with FSS has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither FSS nor any person employed by or associated with FSS shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

F. No Collusion. FSS represents and certifies that FSS is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless FSS is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-

42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* FSS represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that FSS has, in procuring this Agreement, colluded with any other person, firm, or corporation, then FSS shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

G. Sexual Harassment Policy. FSS certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

H. Compliance with Laws and Grants. FSS shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing its obligations under this Agreement, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* FSS shall also comply with all conditions of any federal, state, or local grant received by the Village or FSS with respect to this Agreement.

FSS 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 FSS's, or its subcontractors', performance of, or failure to perform, its obligations under this Agreement.

Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

I. Excuse of Performance. In the event of a catastrophic occurrence, which makes continued performance of the terms of this Agreement impossible due to no fault of a party, including, without limitation, unavailability of materials or equipment, labor troubles, civil disorder, fire, or natural disaster, each party shall be excused from continued performance of this Agreement, but only for the duration of said occurrence and reasonable time thereafter.

J. Representations. Each of the parties warrants and represents that to the best of their knowledge and belief:

1. This Agreement is executed by duly authorized agents or officers of each party, and all such agents or officers have executed this Agreement in accordance with the lawful authority vested in them;

2. The Village represents and warrants that it has the authority to execute this Agreement, that its Board of Trustees has passed a resolution authorizing its Mayor and Clerk to execute and seal this Agreement on behalf of the Village. FSS represents and warrants that it

has the authority to execute this Agreement, that its signatory has authority to execute this Agreement on behalf of FSS; and

3. Each of the parties has entered into this Agreement, including all Exhibits and Attachments hereto and incorporated herein, of its own free will, and each of the parties intend to be legally bound by this Agreement.

K. Applicable Law

1. This Agreement is executed and is to be performed in the State of Illinois, and shall be governed by and construed in all respects, whether as to validity, construction, capacity, performance, or otherwise, in accordance with the applicable provisions of the laws of the State of Illinois but not its choice of law rules.

2. Unless otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules or regulations, shall include such laws, ordinances, rules or regulations as they may be amended, modified or succeeded from time to time.

3. In the event that either party determines that injunctive relief is necessary, the venue for any such action will be in Lake County, Illinois.

L. Interpretation.

1. It is the intent of the parties that this Agreement is liberally construed and interpreted so as to preserve its validity and enforceability, and further, to carry out the intentions of the parties.

2. In case of any conflict among the provisions of this Agreement, including Exhibits hereto, the more specific provision shall control.

3. The term person, as used in this Agreement, shall include all persons, both natural, as well as corporate, and any entity of any kind or nature. All references to the singular shall include the plural, and all references to the masculine shall include the feminine and/or plural, as appropriate in context.

4. The section headings used in this Agreement are included solely for convenience and shall not affect, nor be used in connection with, the interpretation of this Agreement.

5. It is understood by the parties hereto that time is of the essence in this Agreement. If no time is specified for any action herein, then such action shall be taken promptly within a reasonable time.

6. This Agreement consisting of 19 pages (the next 2 pages included), together with Exhibit A (List of Village Assigned Equipment), Exhibit B (Form of FSS Subscriber Agreements), and Exhibit C (Subscriber Charges and Remittance Payment Schedule), is intended by the parties as the final expression of their agreement with respect to the subject matter contained herein and also as the complete and exclusive statement of the terms of such agreement notwithstanding any other prior document relating to said subject matter. This Agreement represents and constitutes the entire agreement of the parties as of the date hereof.

7. Each of the parties further agrees that it will execute and deliver, or cause to be executed and delivered, all such other instruments and to take all such other actions as the other party may reasonably request from time to time in order to accomplish the intention of this Agreement.

8. Notwithstanding any provision of this Agreement, nor any receipt of any funds or payment by the Village, no partnership or joint venture shall be created in any way hereby or exist due to the actions of either party or both parties pursuant to this Agreement.

9. It is acknowledged and agreed upon that the following terms in the Subscriber Agreement shall be equivalent to and mean the same thing as the associated terms in this Agreement:

- a. "Contractor" = "FSS";
- b. "Remote Station Receiving Facility" = "Village";
- c. "Remote Station Receiving Facility" = "VHDC";
- d. "Monitoring Equipment" = "Receiving Equipment"; and
- e. "Remote Station Signaling, Alarm Company and Supplemental Signal System Agreement" = "Subscriber Agreement".

M. No Third Party Beneficiaries. Nothing in this Agreement shall create, or be construed to create; any third party beneficiary rights or obligations to any person or entity not a party to this Agreement.

N. Severability. The parties mutually understand and agree that all of the terms, covenants, provisions, and agreements contained herein are severable.

1. In the event any such term, covenant, provision, and/or agreement contained herein shall be construed or held to be void, invalid, or unenforceable in any respect, this Agreement shall be interpreted as if such invalid term, covenant, provision, or agreement were not contained herein, and the remaining provisions of this Agreement shall not be affected thereby, but shall remain in full force and effect.

2. In the event any clause, sentence, paragraph, or part of this Agreement or the application thereof to any person or circumstance shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Agreement or its application.

3. If any provision of this Agreement is capable of two constructions, one of which would render the Agreement invalid as to such provision and the other of which would make the Agreement valid as to such provision, then the provision shall have the meaning, which renders the Agreement valid.

O. Enforcement.

1. The parties to this Agreement may in law or in equity, by suit, action, mandamus or any other proceeding, enforce or compel performance of this Agreement.

2. It is expressly agreed between the parties that this Agreement shall be enforceable in equity by specific performance, by civil action, mandamus, injunction or other proceeding to enforce and compel specific performance of this Agreement, as a breach of this Agreement by any of the parties shall constitute irreparable harm and immediate injury, and monetary damages would be inadequate.

3. The provisions of Subsection O.2 of this Agreement shall in no event be construed to be an exclusive remedy, and such remedy shall be held and construed to be cumulative and not exclusive of any rights or remedies, whether in law or equity, otherwise available under the terms of this Agreement or under the laws of the United States or the State of Illinois.

4. The failure of any party to exercise any right, power or remedy given to it under this Agreement, or to insist upon strict compliance with it, or to enforce any portion of this Agreement, shall not constitute a waiver of any term or condition of this Agreement with respect to any other or subsequent breach, nor a waiver of any part of its rights at any time to require exact and strict compliance with all of the terms of this Agreement. This Agreement shall not be deemed modified by a course of conduct adopted by one or both parties.

5. Any and all remedies which are provided for in this Agreement or which either party may have, shall survive termination of this Agreement.

P. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the date and year first above written.

ATTEST:

VILLAGE OF LIBERTYVILLE, an Illinois municipal corporation

By: _____
Sally Kowal, Village Clerk

By: _____
Terry L. Wepler, Mayor

ATTEST:

FSS TECHNOLOGIES, LLC, an Illinois limited liability company

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT A

LIST OF VILLAGE ASSIGNED EQUIPMENT

[TO BE UPDATED BY FSS]

EXHIBIT B
SUBSCRIBER AGREEMENTS
[TO BE UPDATED BY FSS]

EXHIBIT C

SUBSCRIBER CHARGE/ROYALTY PAYMENT SCHEDULE

DESCRIPTION	RATE (\$)
Subscriber Charges	
Connection of Alarm to Receiving Equipment (Initial Connection)	250.00
Additional Connection Attempts (Per Connection Attempt)	90.00
Monthly Monitoring (Position) Charge (Per Month Per Active Position)	41.00
Radio Lease Charge (Per Month)	49.00
Radio Service Charge (Per Month)	15.00
Royalty Paid to Village (Per Month Per Active Position)	31.00



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: February 9, 2021

Agenda Item: Consideration of an Ordinance to Amend the Fee Ordinance – Alarm Fees

Staff Recommendation: Approve Ordinance

Staff Contact: Richard M. Carani, Fire Chief

Background: As a result of the recent approval of the new FSS contract, the fee ordinance is amended to include the new related fees for alarm permits.

Staff recommends approval of the ordinance.

VILLAGE OF LIBERTYVILLE
ORDINANCE NO. 21-O-

AN ORDINANCE AMENDING CHAPTER 13
LICENSES, TAXATION AND MISCELLANEOUS BUSINESS REGULATIONS;
SECTION 13-171: FEE SCHEDULE OF THE LIBERTYVILLE MUNICIPAL CODE
IN THE VILLAGE OF LIBERTYVILLE, LAKE COUNTY, ILLINOIS

Adopted by the
President and Board of Trustees
of
The Village of Libertyville
Lake County, Illinois
The 9th day of February, 2021.

Published in pamphlet form by direction
and authority of the Village of Libertyville
Lake County, Illinois
The 10th day of February, 2021.

ORDINANCE NO. 21-O-

AN ORDINANCE AMENDING CHAPTER 13
 LICENSES, TAXATION AND MISCELLANEOUS BUSINESS REGULATIONS;
 SECTION 13-171: FEE SCHEDULE OF THE LIBERTYVILLE MUNICIPAL CODE
 IN THE VILLAGE OF LIBERTYVILLE, LAKE COUNTY, ILLINOIS

WHEREAS, Chapter 13 of the Libertyville Municipal Code contains sections establishing fees for alarm permits; and

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

Section One: Recitals. The foregoing recitals are hereby incorporated herein as if fully set forth.

Section Two: Amendment to Section 13-171. Section 13-171 of the Libertyville Municipal Code shall be and is hereby amended with the following change:

Alarm Fees	
Direct maintenance fee, per year	432.00-492.00
Direct maintenance fee, 2 alarms on position, per year	444.00
Direct connection fee, per connection	150.00-250.00
Direct connection fee, 2 alarms on 1 position per year	230.00
Radio Service Charge (in lieu of maintenance fee)	180.00
False alarms, per year:	
1-2	
3	No Charge
4	50.00
5	75.00
6	100.00
7	125.00
8	150.00
9	175.00
10 or more	200.00
	500.00
False alarms at government facilities 1-5	No Charge
6 or more, each	25.00
Trouble alarms at government facilities 1-5	No Charge
6 or more, each	10.00
False alarms caused during the use of governmental facility, each	100.00

This new fee is effective immediately.

Section Three. That is any section, paragraph, clause, phrase or part of this Ordinance is for any reason held invalid, such decision shall not affect the validity of the remaining provisions of the Ordinance, and the application of these provisions to any persons or circumstances shall not be affected thereby.

Section Four. That all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed insofar as the conflict herewith.

Section Five. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

PASSED this 9th day of February, 2021.

AYES:

NAYES:

ABSENT:

APPROVED this 10th day of February, 2021.

Terry L. Wepler, Mayor

ATTEST:

Sally A. Kowal, Village Clerk

PETITIONS AND COMMUNICATIONS

February 9, 2021

A Town Hall meeting will be held virtually at 7:00 p.m. on Thursday, February 11, 2021 to discuss the Stormwater Utility Fee.

The Firefighter Pension Board will meet virtually at 8:30 a.m. on Monday, February 15, 2021.

The Historic Preservation Commission will meet virtually at 5:00 p.m. on Monday, February 15, 2021.

The Appearance Review Commission will meet virtually at 7:00 p.m. on Monday, February 15, 2021.

The Parking Commission will meet virtually at 10:00 a.m. on Tuesday, February 16, 2021.

The Economic Development Commission will meet virtually at 7:30 a.m. on Wednesday, February 17, 2021.

The Sustain Libertyville Commission will meet virtually at 4:00 p.m. on Wednesday, February 17, 2021.

The Parks and Recreation Advisory Commission will NOT meet at 3:00 p.m. on Thursday, February 18, 2021.

The Plan Commission/ZBA will meet virtually at 7:00 p.m. on Monday, February 22, 2021.

The Streets Committee will NOT meet at 7:00 p.m. on Tuesday, February 23, 2021.

The Village Board will meet virtually at 8:00 p.m. on Tuesday, February 23, 2021.

The Budget Workshop will be held virtually at 8:00 a.m. on Saturday, March 6, 2021.