Amended 3/21/22

BOARD OF TRUSTEES VILLAGE BOARD MEETING

Tuesday, March 22, 2022 at 8:00 PM

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

AGENDA

1. **Roll Call**

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

3. **Omnibus Vote Agenda**

   A. Summary of Omnibus Vote Agenda Items

   B. Approval of Minutes of the February 8, 2022 and February 22, 2022 Village Board Meetings

   C. Bills for Approval

   D. Consideration of a Resolution Declaring a Surplus of Tax Increment Financing Funds

   E. Consideration of a Resolution Appointing Members to Village Commissions

   F. Consideration of an Ordinance Declaring Surplus Property

   G. Consideration of a Resolution to Approve a Confirming Resolution for Change Order No. 1 with Mauro Sewer Construction, Inc. for the 2021 Watermain Replacement Program

   H. Consideration of a Resolution to Approve an Intergovernmental Agreement with the County of Lake and the Lake County ETSB

   I. Consideration of an Ordinance Vacating the Unimproved Big Oak Lane Right-of-Way adjacent to 1175 Thornbury Lane

   J. Consideration of an Ordinance Approving a Special Use Permit for Planned Development, a Planned Development Final Plan, and Final Plat of Subdivision (1001 S. Milwaukee Avenue) - Libertyville Hyundai, Applicant

   K. Consideration of a Resolution for Appropriation of Motor Fuel Tax (MFT) Funds in the amount of $500,000 for the 2022 Road Rehabilitation Program

   L. Consideration of a Resolution for Appropriation of Rebuild Illinois Bond Funds in the amount of $446,279 for the Annual Road Rehabilitation Program

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.

M. Consideration of a Resolution to Award a Professional Services Agreement to Teska Associates, Inc. for Streetscape Assessment and Business Kiosk Sign Design

N. ARC Report

REGULAR AGENDA

4. Public Hearing – Proposed FY 2022-2023 Budget

5. REPORT OF THE ZONING BOARD OF APPEALS, ZBA 22-03, Variation for Height of Screening - Martin Chrapek 2001 Kelley Court

6. A. REPORT OF THE PLAN COMMISSION, PC 22-02, Special Use Permit - Great Lakes Credit Union- 1509 N. Milwaukee Avenue, Suite 102

   B. REPORT OF THE ZONING BOARD OF APPEALS, ZBA 22-04, Variations for Signage - Great Lakes Credit Union-1509 N. Milwaukee Avenue, Suite 102

7. REPORT OF THE PLAN COMMISSION, (PC 20-29), Amendment to the Special Use Permit for a Planned Development, (PC 20-30), Amendment to the Planned Development Final Plan, (PC 20-31), Amendment to the Special Use Permit for a Sports and Entertainment Complex, (PC 20-32), Amendment to the Site Plan Permit, (PC 20-33), Final Plat of Subdivision, (PC 20-35), Amendment to the Planned Development Final Plan, (PC 20-36), Final Plat of Subdivision, Village of Libertyville- Midwest Industrial Funds- 1800, 1850, and 1950 N. US Highway 45

8. REPORT OF THE ZONING BOARD OF APPEALS, ZBA 22-01, Variation for Location of Specified Uses, ZBA 22-02, Variation for Location of Specified Uses - Andrew Nast and Adam Clabaugh 416 N. Milwaukee Avenue- *Deferred at the Request of the Petitioner*

9. Consideration of a Resolution to Approve a Joint Bid Contract Renewal with Globe Construction, Inc. for the Annual Sidewalk Replacement Program

10. Consideration of a Resolution to Award a Contract for the 2022 Joint Bid Road Rehabilitation Program to Peter Baker & Son Co.

11. Consideration of a Resolution Approving an Amendment to a Contract for Fire Services between the Libertyville Fire Protection District and the Village of Libertyville

12. **Mayor's Update**

    A. Petitions and Communications

13. **Village Administrator Update**

14. **Adjournment**

Agenda Item No. 3A

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: March 22, 2022

Agenda Item: Omnibus Vote Agenda

Staff Recommendation: Approve items on Omnibus Vote Agenda

Staff Contact: Kelly Amidei, Village Administrator

Background:

A. Summary of Omnibus Vote Agenda Items
B. Approval of Minutes of the February 8, 2022 and February 22, 2022 Village Board Meetings
C. Bills for Approval
D. Consideration of a Resolution Declaring a Surplus of Tax Increment Financing Funds
E. Consideration of a Resolution Appointing Members to Village Commissions
F. Consideration of an Ordinance Declaring Surplus Property
G. Consideration of a Resolution to Approve a Confirming Resolution for Change Order No. 1 with Mauro Sewer Construction, Inc. for the 2021 Watermain Replacement Program
H. Consideration of a Resolution to Approve an Intergovernmental Agreement with the County of Lake and the Lake County ETSB
I. Consideration of an Ordinance Vacating the Unimproved Big Oak Lane Right-of-Way adjacent to 1175 Thornbury Lane
J. Consideration of an Ordinance Approving a Special Use Permit for Planned Development, a Planned Development Final Plan, and Final Plat of Subdivision (1001 S. Milwaukee Avenue) - Libertyville Hyundai, Applicant
K. Consideration of a Resolution for Appropriation of Motor Fuel Tax (MFT) Funds in the amount of $500,000 for the 2022 Road Rehabilitation Program
L. Consideration of a Resolution for Appropriation of Rebuild Illinois Bond Funds in the amount of $446,279 for the Annual Road Rehabilitation Program
M. Consideration of a Resolution to Award a Professional Services Agreement to Teska Associates, Inc. for Streetscape Assessment and Business Kiosk Sign Design
N. ARC Report

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

VILLAGE OF LIBERTYVILLE
BOARD OF TRUSTEES
February 8, 2022

President Johnson called to order a virtual meeting of the Board of Trustees at 8:00 p.m. Those present were: President Donna Johnson, Trustees Scott Adams, Peter Garrity, Matthew Hickey, Matthew Krummick, Dan Love, and James Connell.

President Johnson read aloud a proclamation honoring African Americans as February is National Black History Month. President Johnson spoke about the numerous contributions of African Americans to the United States and the world.

ITEMS NOT ON THE AGENDA

President Johnson asked if there was any public comment, and there was none.

OMNIBUS VOTE AGENDA

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

A. Summary of Omnibus Vote Agenda Items

B. Approval of Minutes of the January 11, 2022 Village Board Meeting

C. Bills for Approval

D. **RESOLUTION NO. 22-R-14:** A Resolution to Close Milwaukee Avenue for the Libertyville Days Parade on June 18, 2022

E. **RESOLUTION NO. 22-R-15:** Resolution Approving a Raffle License - Friends of Wildcat Baseball

F. **ORDINANCE NO. 22-O-07:** An Ordinance Vacating a Portion of An Unimproved Alley at 416 Meadow Lane

G. **ORDINANCE NO. 22-O-08:** An Ordinance Declaring Surplus Property

H. **RESOLUTION NO. 22-R-16:** A Resolution to Approve an Agreement with the Lake County Stormwater Management Commission for the Harding and Willow Stormwater Improvements Project

I. **RESOLUTION NO. 22-R-17:** A Resolution Approving an Intergovernmental Agreement with Lake County States Attorney Forensic Lab

Trustee Adams 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, and Trustee Garrity seconded. The motion carried on roll call vote as follows:

AYES: Trustees Adams, Garrity, Hickey, Krummick, Love, and Connell

NAYS: None

4 - Report of the plan commission PC 22-01, Special Use Permit Community High School District 128, Applicant 904 S. Milwaukee Avenue, Unit B

President Johnson noted Community High School District 128 is requesting approval of a Special Use Permit to locate a Vocational Rehabilitation Service Facility at 904 S. Milwaukee Avenue. The District had previously requested a Text Amendment to allow the use as a Special Use in the C-4 District and a Special Use Permit to locate at Green Tree Plaza. However, the tenant space at 904 S. Milwaukee Avenue, Unit B is more conducive to their needs. The Plan Commission held a public hearing on January 24, 2022 on the request. Members of the Commission concurred with the request. A motion to recommend Village Board of Trustees approval passed with a vote of 6 - 0. Accordingly, the recommendation is for approval.

President Johnson asked if there was any public comment and there was none. Trustees Adams, Garrity, Krummick, Hickey, Love, and Connell offered support for the item. Trustee Krummick asked a question of the representative of High School District 128.

Trustee Adams moved to approve item 4, and Trustee Love seconded. The motion carried on roll call vote as follows:

AYES: Trustees Adams, Garrity, Hickey, Krummick, Love, and Connell

NAYS: None

5 – RESOLUTION NO. 22-R-18: A Resolution to Purchase Four Replacement Police Department Interceptor Vehicles from Currie Motors of Frankfort, Illinois

President Johnson noted the Fiscal Year 2022/23 Annual Budget provides $165,000 in the Fleet Services & Replacement Fund (Account # 30-0000-6-782) for the purchase of four vehicles to replace the current units which were purchased in Fiscal Year 2019/20 and are on a three-year replacement schedule. The proposed replacement vehicles will be 2022 Ford Utility Police Interceptors with all-wheel drive (AWD). The Village participates in a Joint Purchasing Program through the Suburban Purchasing Cooperative. Currie Motors of Frankfort, IL provided the lowest price of $35,092 per vehicle for a total of $143,308 for the four vehicles. The local Ford dealer,

Napleton Ford no longer supplies government pricing on vehicles and does not have a commercial sales staff at the Libertyville location.

Staff recommends purchasing the Police Interceptor vehicles earlier than in years past because of production delays due to current supply chain shortages. Staff recommends approval of the attached resolution to approve the purchase of the four 2022 Ford Utility Police Interceptor AWD Police Department replacement vehicles from Currie Motors of Frankfort, IL in the amount of $143,308, subject to the appropriation of funds in the Draft FY 2022/23 Annual Budget, and authorize the execution of the purchase by the Village Administrator.

President Johnson asked if there were any public comments, and there were none. Trustees Adams, Krummick Love, and Connell offered support for the item. Trustee Krummick asked Chief Roncone a question about the purchase.

Trustee Love moved to approve item 5, and Trustee Connell seconded. The motion carried on roll call vote as follows:

AYES: Trustees Adams, Garrity, Hickey, Krummick, Love, and Connell

NAYS: None

6 – RESOLUTION NO. 22-R-19: A Resolution to Purchase a Replacement Police Department CSO Truck from Sutton Ford of Matteson, Illinois

President Johnson noted the Fiscal Year 2022/23 Draft Annual Budget provides $40,000 in the Fleet Services Vehicle Replacement Fund (Account #30-0000-6-782) for the purchase of a replacement Police Department CSO truck. The current CSO vehicle, Unit #15, is a 2014 Ford Explorer. The proposed replacement vehicle will be a 2022 Ford F-150 4x4 Police Responder vehicle. The Village participates in the Northwest Municipal Conference Suburban Purchasing Cooperative. By participating in the joint purchasing programs, the Village is able to maximize savings due to multiple bidders. Sutton Ford of Matteson, Illinois provided the lowest price of $38,555 for the replacement truck. The local dealer, Napleton Ford, no longer supplies government pricing on vehicles and does not have a commercial sales staff at the Libertyville location.

Staff recommends adoption of the attached Resolution to approve the purchase of the 2022 Ford F-150 4x4 Police Responder replacement truck from Sutton Ford of Matteson, Illinois in the amount of $38,555, subject to the appropriation of funds in the Draft FY 2022/23 Annual Budget, and authorize execution of the purchase by the Village Administrator.

President Johnson asked if there were any public comments, and there were none. Trustees Adams offered support for the item.

Trustee Connell moved to approve item 6, and Trustee Adams seconded. The motion carried on roll call vote as follows:

AYES: Trustees Adams, Garrity, Hickey, Krummick, Love, and Connell

NAYS: None

7 – RESOLUTION NO. 22-R-20: A Resolution to Approve a Contract Renewal and Change Order No. 1 with Fleck's Landscaping for the Annual Contractual Landscape Maintenance & Mowing Program - Part A

President Johnson noted the Village awarded the contract for the first year for Part A of the Annual Contractual Landscape Maintenance & 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 for Part A includes weekly site visits composed of mowing, weed control, fertilizer applications, mulching and fall leaf cleanup for our traditionally smaller sites. The contract contained pricing for five years and a renewal clause for up to four additional years. Public Works staff recommends renewing the contract for the third of five possible 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 attached. The recommended contract renewal amount is $52,931. A change order of $900 is also recommended to perform additional work, which includes mulching for 14 new trees and mowing of one cul-de-sac island, that have been added since the initial contract. The proposed change order will increase the total contract amount to $53,831. The draft Annual Fiscal Year (FY) 2022/23 Budget contains sufficient funds for the proposed landscape maintenance and mowing work.

Staff recommends approval of the attached resolution to renew the contract with Fleck's Landscaping for Part A of the Annual Contractual Landscape Maintenance & Mowing Program, including change order no. 1, and authorize execution of the contract renewal and change order no. 1 by the Village Administrator, subject to the appropriation of funds in the Draft FY 2022/23 Annual Budget

President Johnson asked if there were any public comments, and there were none. President Johnson and Trustee Hickey asked staff questions and staff spoke to the questions.

Trustee Hickey moved to approve item 7, and Trustee Connell seconded. The motion carried on roll call vote as follows:

AYES: Trustees Adams, Garrity, Hickey, Krummick, Love, and Connell

NAYS: None

8 – RESOLUTION NO. 220R-21: A Resolution to Approve a Contract Renewal and Change Order No. 1 with Buhrman Design Group, Inc. for the Annual Contractual Landscape Maintenance & Mowing Program – Part B

President Johnson noted the Village awarded a contract for the initial year for Part B of the Annual Contractual Landscape Maintenance & Mowing Program to Buhrman Design Group, Inc. on January 14, 2020 with the passage of Resolution 20-R-07. The contracted work includes weekly site visits composed of mowing, weed control, fertilizer applications, mulching and fall leaf cleanup of our traditionally larger sites (Nicholas Dowden, Adler and Butler Lake Parks, etc.). The contract contained pricing for five years and a renewal clause for up to four additional years. Public Works staff recommends renewing the contract for the third of five possible years with Buhrman Design Group, Inc. based upon their responsiveness and successful work completed to date.

The list of the work locations and associated costs are attached. The total recommended contract renewal amount proposed is $366,059.50, which includes change order no. 1 to perform additional mulching for 113 newly planted trees, mowing of 2 cul-de-sac islands and landscape enhancements to the School St. Parking lot along with a reduction in services at the Canlan Sports Complex. This is an overall decrease of $8,371.50 from the initial bid. The Draft Annual Fiscal Year (FY) 2022/23 Budget contains sufficient funds for the proposed landscape maintenance mowing work.

Staff recommends approval of the attached resolution to renew the contract with Buhrman Design Group, Inc. for Part B of the Annual Contractual Landscape Maintenance & Mowing Program, including change order no. 1, and authorize execution of the contract renewal and change order no. 1 by the Village Administrator, subject to the appropriation of funds in the Draft FY 2022/23 Annual Budget

Trustees Adams, Krummick, Love, and Connell offered support for the item. Trustees Garrity and Hickey asked staff questions and staff spoke to the questions.

Trustee Adams moved to approve item 8, and Trustee Garrity seconded. The motion carried on roll call vote as follows:

AYES: Trustees Adams, Garrity, Hickey, Krummick, Love, and Connell

NAYS: None

PETITIONS AND COMMUNICATIONS

President Johnson announced the following:

- An Open House will be held regarding the Rockland Road Bridge at 5:00 p.m. until 7:00 p.m. on Thursday, February 10, 2022 in the Village Hall Board Room.
- The Plan Commission/Zoning Board of Appeals will meet virtually at 7:00 p.m. on Monday, February 14, 2022.
- The Parking Commission will meet virtually at 10:00 a.m. on Tuesday, February 15, 2022.
- The Economic Development Commission will meet virtually at 7:30 a.m. on Wednesday, February 16, 2022.
- The Sustain Libertyville Commission will meet virtually at 4:00 p.m. on Wednesday, February 16, 2022.
- The Appearance Review Commission/Historic Preservation Commission will meet at 5:00 p.m. on Monday, February 21, 2022.
- The Bicycle Advisory Commission will meet at 5:00 p.m. on Tuesday, February 22, 2022.
- The Public Works Committee will meet at 7:00 p.m. on Tuesday, February 22, 2022.
- The Village Board will meet virtually at 8:00 p.m. on Tuesday, February 22, 2022

Trustee Garrity praised the staff's action to provide a car seat to a young parent in need. Trustee Hickey wished everyone a Happy Valentine's Day. Trustees Krummick, Love and Connell recognized the high school student who was in attendance at the meeting. Clerk Stowe thanked Director Spoden and staff for recent assistance and also recognized the high school student. President Johnson offered guidance for the Board on the upcoming budget process and meeting.

ADJOURNMENT

With no further business to come before the Village Board, Trustee Adams moved to adjourn the meeting at 8:53 p.m., and Trustee Connell seconded. The motion carried on roll call vote as follows:

AYES: Trustees Adams, Garrity, Hickey, Krummick, Love, and Connell

NAYS: None

Respectfully submitted,

Luke Stowe
Village Clerk

VILLAGE OF LIBERTYVILLE
BOARD OF TRUSTEES
February 22, 2022

President Johnson called to order a virtual meeting of the Board of Trustees at 8:00 p.m. Those present were: President Donna Johnson, Trustees Scott Adams, Peter Garrity, Matthew Hickey, Dan Love, and James Connell.

ITEMS NOT ON THE AGENDA

President Johnson asked if there was any public comment, and there was none.

OMNIBUS VOTE AGENDA

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

A. Summary of Omnibus Vote Agenda Items

B. Approval of Minutes of the January 25, 2022 Village Board Meeting

C. Bills for Approval

D. **RESOLUTION NO. 22-R-22:** A Resolution to Award a Contract and Change Order No. 1 with Clarke Aquatic Services, Inc. for the Annual Lake, Pond & Lagoon Management Program

E. **RESOLUTION NO. 22-R-23:** A Resolution to Accept Certain Public Improvements at 1201-1205 S. Milwaukee Avenue (Infiniti Dealership) and to approve a Plat of Easement and Security Deposit Reduction

F. **RESOLUTION NO. 22-R-24:** A Resolution to Award a Contract for the 2022 Catch Basin and Inlet Cleaning Program to Visu-Sewer of Illinois, LLC and Approve Change Order No. 1

G. **ORDINANCE NO. 22-O-9:** An Ordinance Approving a Special Use Permit for Vocational Rehabilitation Services (904 S. Milwaukee Avenue, Unit B) - Community High School District 128, Applicant

H. **RESOLUTION NO. 22-R-25:** A Resolution to Approve a Professional Services Agreement with the Howard E. Nyhart Company, Inc. for Actuarial Services

I. **RESOLUTION NO. 22-R-26:** A Resolution Approving Amendment No. 2 to Administrative Policy 16-01 Lead Service Replacement Incentive Program

J. **RESOLUTION NO. 22-R-27:** A Resolution to Approve an Update to the Village Emergency

Operations Plan
Trustee Adams 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, and Trustee Garrity seconded. The motion carried on roll call vote as follows:

AYES: Trustees Adams, Garrity, Hickey, Love, and Connell
NAYS: None

4 – RESOLUTION NO. 22-R-28: A Resolution to Approve a Request for a Special Event – Festival of the Arts

President Johnson noted a letter from the Adler Arts Center requesting Village Board approval for their 41st annual Festival of Arts event on August 6th and 7th, 2022. 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. 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 (new requests for services will be reviewed and will be approved as part of the application process)
- Approval from the Cook Park Library to block the entrance to the parking lot and notification to other entities that will have limited access

Staff recommends approval of the resolution to approve the Festival of Arts 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.

Amy Williams, Executive Director of the Adler Arts Center, and Scott Adams (as the applicant, not as Trustee) were available to speak to any questions. Ms. Williams spoke to questions offered by President Johnson. Scott Adams offered additional comments and clarification. President Johnson asked if there was any public comment and there was none. Trustees Garrity, Hickey, Love, and Connell offered questions, comments, and support for the item.

Trustee Love moved to approve item 4, and Trustee Connell seconded. The motion carried on roll call vote as follows:

AYES: Trustees Garrity, Hickey, Love, and Connell

NAYS: None

ABSTAIN: Trustee Adams

5 - A) Report: Police Department Facility Study Phase 1 and B) RESOLUTION NO. 22-R-29: A Resolution Approving a Professional Services Agreement with Hezner Corporation (Phase 2 and 3 of Police Department Facility Study)

President Johnson noted the Hezner Corporation has completed Phase 1 of the Police Department Facility Study and will be providing a summary presentation at the Village Board meeting. Representatives from the Hezner Corporation will provide a summary presentation at the Board meeting.

The Phase 1 study for the Police facility, and related buildings, has been completed. In order to proceed with Phase 2 and 3 of the study, Village Board approval is needed in order to continue the work which will be over $25,000, and therefore over the expenditure authority of the Village Administrator. The provision requiring Village Board approval was outlined in the professional services agreement which is included with this agenda item.

Hezner Corporation has requested that Phase 2 and 3 be approved concurrently due to the reliance of each phase on the prior phase's product and opinions. The fixed cost for Phase 1 was $14,925. Phase 2 is $22,650 and Phase 3 is $12,225. The total cost is $34,875 for Phases 2 & 3.

This resolution authorizes the continuation of the work outlined in the Professional Services Agreement for Phases 2 and 3 in the amount of $34,875. There is a total of $250,000 available in the Public Building Improvement Fund via the budget amendment approved last fall. As a result, there is adequate funding to complete the project.

Kurt Hezner and Scott Hezner, Principals from the Hezner Corporation offered opening comments on the report and the project. Mr. Hezner made a brief presentation to the Board on their initial research and evaluation.

President Johnson asked if there were any public comments, and there were none. Trustees Adams, Garrity, Hickey, Love, and Connell offered comments and support for the item. President Johnson introduced item 5B. Trustee Adams offered comments and support for the item. Trustees Garrity and Hickey voiced some concerns but offered support for item 5B. Trustees Love and Connell offered comments and support for the item.

Trustee Adams moved to approve item 5B, and Trustee Love seconded. The motion carried on roll call vote as follows:

AYES: Trustees Adams, Garrity, Hickey, Love, and Connell
NAYS: None

6 – RESOLUTION NO. 22-R-30: A Resolution to Award a Contract for the 2022 Sanitary and Storm Sewer Cleaning, Televising and Lining Project to National Power Rodding Corp.

President Johnson noted the Fiscal Year 2021/22 Budget includes funds to perform televising, cleaning and lining of various segments of the Village's sanitary sewer and storm sewer systems. This year's program includes multiple locations throughout the Village and includes a Bid Alternate for Ultra-Violet Curedin-Place-Pipe ("UV Curing"). This method has been recommended for consideration due to increased curing speed and decreased noise pollution when compared to a traditional stream-cured lining method. The use of the UV Curing lining method will allow the project to adhere to the Village's standard construction hours of 7AM to 6PM. Both the standard bid (Hot Water and Steam Curing) and the bid alternate (UV Curing) include sewer televising and cleaning in addition to the different lining methods.

Three (3) sealed bids were received on February 11, 2022 and are summarized in the table below:

Contractor	Bid Amount – Hot Water/Steam Curing	Bid Alternate Amount – UV Curing
National Power Rodding Corp.	$354,502.50	$409,047.50
Visu-Sewer of Illinois	$414,811.75	No Bid
Michels Corporation	No Bid	$726,190.10

National Power Rodding Corp. was determined to be the lowest responsive bidder in the amount of $409,047.50 and has successfully performed previous sewer maintenance and rehabilitation projects for the Village. Upon review of the bid results, staff recommends approval of the contract with National Power Rodding Corp. for this amount, which includes the UV Curing bid alternate. Sufficient funds are available in the FY 2021/22 Budget in the amount of $450,000 in the Utility Fund (Account# 20-2024- 6-776) and $100,000 in the Stormwater Sewer Fund (Account# 21-2121-6-790) respectively, to complete the proposed work.

Staff recommends approval of the resolution to award the contract for the 2022 Sanitary and Storm Sewer Cleaning, Televising and Lining Project, including the Bid Alternate for UV Curing, to National Power Rodding Corp. in the amount of $409,047.50 and to authorize execution of the contract by the Village Administrator.

President Johnson asked if there were any public comments, and there were none. Trustees Adams, Garrity, and Hickey offered support for the item. Trustees Love and Connell asked Director Kendzior questions and offered support for the item.

Trustee Connell moved to approve item 6, and Trustee Love seconded. The motion carried on roll call vote as follows:

AYES: Trustees Adams, Garrity, Hickey, Love, and Connell
NAYS: None

7 – RESOLUTION NO. 22-R-31: A Resolution to Purchase a Replacement Public Works International Truck from Rush Truck Center of Northern Illinois, Chicago IL

President Johnson noted the Draft Fiscal Year 2022/23 Annual Budget provides $215,000 in the Fleet Services Vehicle Replacement Fund (Account #30-0000-6-782) for the purchase of a replacement Public Works Unit #321 International Truck. The current Unit #321 is a 2011 International Truck. Unit #321 is a front-line snowplow truck that completes snow removal and ice control on IL Rte. 176 and IL. Rte. 21. The proposed replacement truck will be a 2024 International Truck. Following its replacement, Staff recommends the current Unit #321 be auctioned on GovDeals, an online government auction site.

The Village participates in the State of Illinois Joint Purchasing State Contract. By participating in joint purchase programs, the Village is able to maximize savings due to multiple bidders. Rush Truck Center of Northern Illinois provided the lowest price of $226,867 for the truck. The lowest price is $11,867 over the allotted budget amount of $215,000. There is a surplus of $21,692 from the recent approved purchase of the four Police Interceptor vehicles in the Fleet Services Vehicle Replacement Fund (Account #30-0000-6-782). Staff recommends using $11,867 from the surplus to cover the cost overage for Unit #321 replacement truck.

Staff recommends adoption of the Resolution to approve the purchase of the 2024 International Truck from Rush Truck Center of Northern Illinois, Chicago, IL in the amount of $226,867, subject to the appropriation of funds in the Draft FY 2022/23 Annual Budget, and authorize execution of the purchase by the Village Administrator.

President Johnson asked if there were any public comments, and there were none. President Johnson asked staff questions and staff spoke to the questions. Trustees Garrity, Hickey, Love, and Connell offered support for the item.

Trustee Garrity moved to approve item 7, and Trustee Hickey seconded. The motion carried on roll call vote as follows:

AYES: Trustees Adams, Garrity, Hickey, Love, and Connell
NAYS: None

PETITIONS AND COMMUNICATIONS

President Johnson announced the following:

- The Parks and Recreation Advisory Commission will NOT meet at 3:00 p.m. on Thursday, February 24, 2022.
- The Plan Commission/Zoning Board of Appeals will meet virtually at 7:00 p.m. on Monday, February 28, 2022.
- The Parks and Recreation Committee will NOT meet at 6:00 p.m. on Tuesday, March 1, 2022.
- The Human Relations Commission will NOT meet at 5:00 p.m. on Wednesday, March 2, 2022.
- The Committee of the Whole will be held at 8:00 a.m. on Saturday, March 5, 2022 to review the draft budget for 2022-2023.
- The Village Board will meet at 8:00 p.m. on Tuesday, March 8, 2022.
- The Human Relations Commission/Plan Commission will meet at 5:00 p.m. on Thursday, March 10, 2022 for a joint workshop on attainable housing.

VILLAGE ADMINISTRATOR

Administrator Amidei offered information for the Board about upcoming meetings.

Trustees Adams and Garrity offered well wishes and safety. Trustee Hickey thanked the Fire Department for their efforts in recovering the body of a young man who had gone missing. Trustees Love and Connell echoed comments about the Fire Department. Trustee Connell shared information about the upcoming local business listening sessions. Clerk Stowe thanked the Public Works Department for their cleanup efforts on a recent storm. President Johnson thanked and recognized public safety staff for their work in supporting efforts to find the young man who had gone missing as well as recent efforts in supporting local school districts. President Johnson thanked the Board for their efforts to prepare for upcoming budget meetings.

ADJOURNMENT

With no further business to come before the Village Board, Trustee Adams moved to adjourn the meeting at 9:42 p.m., and Trustee Connell seconded. The motion carried on roll call vote as follows:

AYES: Trustees Adams, Garrity, Hickey, Love, and Connell

NAYS: None

Respectfully submitted,

Luke Stowe
Village Clerk

Agenda No. 3C

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: March 22, 2022

Agenda Item: **Approval of Attached Bills**

Staff Recommendation: Approve Payment

Staff Contact: Nicholas A. Mostardo, Director of Finance

Summary of Funds	
General Fund	$252,479.72
Commuter Parking Fund	14,940.55
Concord Special Service Area	0.00
Foreign Fire Insurance Tax	1,331.10
General Bond & Interest	0.00
Hotel/Motel Tax Fund	4,113.69
Impact Fee Fund	0.00
Libertyville Sports/Comp	3867.27
Motor Fuel Tax Fund	0.00
Park Improvement Fund	90,866.06
Project Fund	1,825.00
Public Building Improvement Fund	8,989.00
Road Bond Fund	0.00
Stormwater Sewer Fund	26,285.84
Tax Increment Finance District	236,522.92
Technology Equipment/Replacement Service Fund	9,885.27
Timber Creek Special Service Area	0.00
Utility Fund	1,370,081.90
Vehicle Maintenance/Replacement Fund	14,188.83
Total - Accounts Payable	2,035,377.15
Total - Payroll 3/18/2022 (Salaries & Employer Paid Benefits)	836,462.86
Grand Total	$2,871,840.01

The payment of the above listed funds has been approved by the Village Board of Trustees at a meeting held on March 22, 2022 and you are hereby authorized to pay them from the appropriate budgets.

Donna Johnson, Mayor

Attest:

Luke Stowe, Village Clerk

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF LIBERTYVILLE

EXP CHECK RUN DATES 03/22/2022 - 03/22/2022
POSTED
OPEN

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 01 GENERAL FUND							
Department: 0000 GENERAL							
01-0000-0-450000	BB-19-0196 - PB-19-0677	SUNRUN INSTALLATION SER	BD Bond Refund	BB-19-0196	03/22/2022	500.00	None
01-0000-0-450000	BEC-19-0002 - PENG-19-0013	SELECT HOME PROPERTIES	BD Bond Refund	BEC-19-0002	03/22/2022	1,500.00	None
01-0000-0-450000	BB-19-0137 - PB-19-0382	K. HOVNANIAN HOMES	Check Request For Bon	03/10/2022	03/22/2022	17,000.00	None
01-0000-0-450000	BB-21-0225 - PB-21-0719	THE PARLOR BARBERSHOP	Check Request For Bon	03/10/2022	03/22/2022	1,500.00	None
01-0000-0-450000	BB-20-0050 - PB-20-0069	MI HOMES OF CHICAGO	Check Request For Bon	03/10/2022	03/22/2022	5,000.00	None
01-0000-0-450000	BB-21-0267 - PB-21-0879	CENTURY KITCHENS & BATH	Check Request For Bon	03/10/2022	03/22/2022	500.00	None
01-0000-0-450000	BB-20-0230 - PB-20-0826	MI HOMES OF CHICAGO	Check Request For Bon	03/10/2022	03/22/2022	1,500.00	None
01-0000-0-450000	BB-20-0192 - PB-20-0689	MI HOMES OF CHICAGO	Check Request For Bon	03/10/2022	03/22/2022	5,000.00	None
01-0000-0-450000	BB-20-0231 - PB-20-0827	MI HOMES OF CHICAGO	Check Request For Bon	03/10/2022	03/22/2022	5,000.00	None
01-0000-0-450000	BB-20-0080 - PB-20-0142	SUNRUN INSTALLATION SER	Check Request For Bon	03/10/2022	03/22/2022	500.00	None
01-0000-0-450000	BB-19-0077 - PD-18-0044	MEYER HOMES INC	Check Request For Bon	03/15/2022	03/22/2022	3,950.00	None
01-0000-0-450000	BERC-20-0011 - PSD-20-0026	MI HOMES OF CHICAGO	Check Request For Bon	03/16/2022	03/22/2022	5,000.00	None
01-0000-0-450000	BB-21-0046 - PB-21-0073	LAZZARETTO CONSTRUCTION	Check Request For Bon	03/16/2022	03/22/2022	1,500.00	None
01-0000-0-451000	BDB-21-0006 - PZ-21-0126	DOS AMIGOS MEXICAN REST	Check Request For Bon	03/14/2022	03/22/2022	7,445.00	None
01-0000-0-451000	BDB-21-0004 - PZ-21-0046	WYNKOOP HOLDINGS LLC	Check Request For Bon	03/14/2022	03/22/2022	4,930.95	None
01-0000-0-451000	BDB-21-0015 - PZ-21-0822	WYNKOOP HOLDINGS LLC	Check Request For Bon	03/14/2022	03/22/2022	6,887.85	None
01-0000-0-456000	POLICE PATCH PROGRAM	ADVOCATE CHARITABLE FOU	DIY FUNDRAISING DONAT	3/22	03/22/2022	1,325.00	None
01-0000-5-643000	AMBULANCE FEES	REZELL, THOMAS	AMBULANCE OVERPMT	LBIL-21-2272:1	03/22/2022	1,211.00	None
01-0000-5-643000	AMBULANCE FEES	AMEN, BARBARA	AMBULANCE OVERPMT	LBIL-21-3983:1	03/22/2022	23.59	None
01-0000-5-643000	AMBULANCE FEES	HARVEY, ANNETTE	AMBULANCE OVERPMT	LBIL-21-1696:1	03/22/2022	630.80	None
01-0000-5-677000	DAMAGE TO VILLAGE PROPERTY	IRMA	2020-21 CLOSED CLAIM-	3/22	03/22/2022	(4,117.53)	None
01-0000-5-677000	DAMAGE TO VILLAGE PROPERTY	IRMA	2020-21 CLOSED CLAIM-	3/22	03/22/2022	(1,800.00)	None
01-0000-5-677000	DAMAGE TO VILLAGE PROPERTY	IRMA	2020-21 CLOSED CLAIM-	3/22	03/22/2022	(5,098.33)	None
				Total Department 0000 GENERAL		59,888.33	
Department: 0100 ADMINISTRATION/FINANCE							
01-0100-3-716000	VITAL RECORDS	OFFICE DEPOT, INC	MISC OFFICE SUPPLES	21292907	03/22/2022	129.39	None
01-0100-3-716000	VITAL RECORDS	IDPH VITAL RECORDS	DIST49.5/09705 DEATH	2/22	03/22/2022	8,368.00	None
01-0100-3-728000	MISCELLANEOUS	ILCMA	JOB AD POSTING-HR COO	3411	03/22/2022	50.00	None
01-0100-3-745000	SEC 125 ADMINISTRATIVE FEES	WEX HEALTH, INC	FLEX COBRA ADMIN 2/22	1483011	03/22/2022	485.25	None
01-0100-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 4/22	506198	03/22/2022	909.22	None
01-0100-5-722000	POSTAGE	FEDEX OFFICE	SHIPMENT	7-693-01493	03/22/2022	10.45	None
01-0100-5-723000	OFFICE SUPPLIES	OFFICE DEPOT, INC	MISC OFFICE SUPPLES	21292907	03/22/2022	1,012.97	None
01-0100-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	AMERICAN AIRLINES	TRAVEL FOR CONFERENCE	VJWNBR	03/22/2022	266.19	None
01-0100-5-744000	PRINTING	JAMES W SMITH PRINTING	PRINTING VILLAGE VIEW	046229	03/22/2022	3,408.00	None
01-0100-7-715000	MAINT - OTHER EQUIPMENT	PITNEY BOWES	SERVICE CONTRACT / FO	1020256236	03/22/2022	184.25	None
				Total Department 0100 ADMINISTRATION/FINANCE		14,823.72	
Department: 0201 ENGINEERING							
01-0201-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 4/22	506198	03/22/2022	142.08	None
01-0201-5-706000	MATERIALS AND SUPPLIES	AMAZON CAPITAL SERVICES	LUMBAR CUSHION CHAIR	1DLX-FTX3-9TQN	03/22/2022	46.97	None
01-0201-5-723000	OFFICE SUPPLIES	RICOH USA, INC	ADDT'L COPIES 2/22	5064029487	03/22/2022	76.44	None
01-0201-5-723000	OFFICE SUPPLIES	VISTA PRINT	BUSINESS CARDS-MEYER,	VP_N5D1C1V9	03/22/2022	34.99	None
01-0201-5-723000	OFFICE SUPPLIES	RICOH USA, INC	COPIER LEASE 4/22	9029784565	03/22/2022	48.65	None
01-0201-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	KENDZIOR, PAUL	REIMBURSE-GAS/LODGING	3/22	03/22/2022	178.44	None
				Total Department 0201 ENGINEERING		527.57	
Department: 0203 STREETS							
01-0203-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	2020-21 CLOSED CLAIM-	3/22	03/22/2022	2,135.04	None
01-0203-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	2020-21 CLOSED CLAIM-	3/22	03/22/2022	3,221.63	None

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 01 GENERAL FUND							
Department: 0203 STREETS							
01-0203-3-728000	TECHNICAL SERVICES	DBA-ATHLETICO PHYSICAL	POST OFFER SCREENING	270701	03/22/2022	145.00	None
01-0203-3-728000	TECHNICAL SERVICES	SPRINT / NEXTEL COMMUNI	SERVICE 1/24-2/23/22	322730516-241	03/22/2022	16.99	None
01-0203-3-728000	TECHNICAL SERVICES	ADVOCATE OCCUPATIONAL H	PRE-EMPLOYMENT PHYSIC	818812	03/22/2022	139.00	None
01-0203-4-707000	STREETLIGHT ENERGY	AEP ENERGY INC	SERVICE 2/22	3013146577/FEB22	03/22/2022	266.47	None
01-0203-4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 2/22	0461122029/FEB22	03/22/2022	90.73	None
01-0203-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	SIGN SHOP SUPPLIES	78742	03/22/2022	23.41	None
01-0203-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	BUCKETS	78705	03/22/2022	59.13	None
01-0203-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	TOOLS	78971	03/22/2022	25.92	None
01-0203-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	INSTANTCARD	REPLENISH ID CARDS-PO	627829	03/22/2022	10.00	None
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	RE-FASTEN ARM ON POLE	045191	03/22/2022	415.19	None
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	INSTALL NEW LIGHT HEA	045192	03/22/2022	173.04	None
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	LOCATE CABLE FAULT &	045193	03/22/2022	966.90	None
01-0203-7-712000	MAINTENANCE BUILDINGS	MENARDS INC	PAINTING SUPPLIES	78820	03/22/2022	39.89	None
01-0203-7-716000	MAINTENANCE STREETS AND ALLEYS	MIDWEST AGGREGATES	COLD MIX	1788160	03/22/2022	940.10	None
01-0203-7-716000	AGGREGATES FOR FILL MATERIALS	VULCAN CONSTRUCTION MAT	AGGREGATES FOR FILL M	32877377	03/22/2022	1,569.71	None
01-0203-7-716000	MAINTENANCE STREETS AND ALLEYS	VULCAN CONSTRUCTION MAT	AGGREGATES FOR FILL M	32877377	03/22/2022	449.00	None
01-0203-7-731000	TRAFFIC SIGNAL MAINTENANCE	LAKE COUNTY TREASURER	TRAFFIC SIGNAL MAINT	430031452	03/22/2022	693.00	None
				Total Department 0203 STREETS		11,380.15	
Department: 0204 SNOW REMOVAL AND ICE CONTROL							
01-0204-5-706000	SALT - DELIVERED 3/4/22	MORTON SALT, INC.	SALT - DELIVERED 3/4/	5402537328	03/22/2022	6,102.56	None
01-0204-5-706000	SALT - DELIVERED 3/7/22	MORTON SALT, INC.	SALT - DELIVERED 3/7/	5402539088	03/22/2022	10,681.21	None
01-0204-5-706000	SALT - DELIVERED 3/8/22	MORTON SALT, INC.	SALT - DELIVERED 3/8/	5402540166	03/22/2022	4,517.32	None
01-0204-5-706000	SALT - DELIVERED 3/14/22	MORTON SALT, INC.	SALT - DELIVERED 3/14	5402544322	03/22/2022	3,132.71	None
01-0204-5-799000	MISCELLANEOUS	FODRAK'S GYROS INC	SNOW PLOW MEALS 2/17/	3/22	03/22/2022	160.37	None
01-0204-7-715000	MAINTENANCE OTHER EQUIPMENT	RUSSO POWER EQUIPMENT	SALT SPREADER	SPI10961955	03/22/2022	409.99	None
				Total Department 0204 SNOW REMOVAL AND ICE CONTROL		25,004.16	
Department: 0205 REFUSE & RECYCLING							
01-0205-5-706000	MATERIALS & SUPPLIES	STEGEMANN, TIM	REIMBURSE-RAIN BARREL	7/21	03/22/2022	60.00	None
				Total Department 0205 REFUSE & RECYCLING		60.00	
Department: 0301 PLANNING DIVISION							
01-0301-3-742000	COPY MACHINE LEASE	RICOH USA, INC	ADDT'L COPIES 2/22	5064029487	03/22/2022	76.45	None
01-0301-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE 4/22	9029784565	03/22/2022	48.66	None
01-0301-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE 4/22	9029784565	03/22/2022	117.83	None
01-0301-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 4/22	506198	03/22/2022	142.08	None
				Total Department 0301 PLANNING DIVISION		385.02	
Department: 0302 BUILDING SERVICES							
01-0302-3-728000	TECHNICAL SERVICES	THOMPSON ELEVATOR INSPE	1 NEW CONSTR PERMIT R	22-0575	03/22/2022	100.00	None
01-0302-3-728000	TECHNICAL SERVICES	THOMPSON ELEVATOR INSPE	1 ELEVATOR CODE RE-IN	22-0631	03/22/2022	43.00	None
01-0302-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 4/22	506198	03/22/2022	142.08	None
01-0302-5-723000	OFFICE SUPPLIES	OFFICE DEPOT, INC	MISC OFFICE SUPPLES	21292907	03/22/2022	190.35	None
01-0302-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	IL DEPT OF PUBLIC HEALT	IL PLUMBER LICENSE RE	058-130089	03/22/2022	153.38	None
01-0302-5-729000	REIMBURSEABLE EXPENSES	RECORDER OF DEEDS	ORDINANCE/RESOLUTIONS	1931	03/22/2022	400.00	None
01-0302-5-743000	PRINTING AND PUBLICATION	INT'L CODE COUNCIL INC	ICC Electronic Codes	1001466257	03/22/2022	650.00	None
01-0302-7-715000	MAINTENANCE OTHER EQUIPMENT	RICOH USA, INC	ADDT'L COPIES 2/22	5064029487	03/22/2022	76.45	None
01-0302-7-715000	MAINTENANCE OTHER EQUIPMENT	RICOH USA, INC	COPIER LEASE 4/22	9029784565	03/22/2022	48.66	None
				Total Department 0302 BUILDING SERVICES		1,803.92	

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 01 GENERAL FUND							
Department: 0303 ECONOMIC DEVELOPMENT							
01-0303-3-728000	TECHNICAL SERVICE	SIGNUPGENIUS INC	LISTENING SESSION SIG	341150	03/22/2022	11.99	None
01-0303-3-728000	TECHNICAL SERVICE	DROPBOX INC	FILE SHARING WITH LAK	D5FTMG7VG3PK	03/22/2022	119.88	None
01-0303-3-741000	PROMOTION & ACTIVITIES	FACEBOOK, INC	FB SHOP60048 ADS	997368881059973	03/22/2022	10.00	None
01-0303-3-741000	PROMOTION & ACTIVITIES	FACEBOOK, INC	ADS	997368881059973	03/22/2022	6.81	None
				Total Department 0303 ECONOMIC DEVELOPMENT		148.68	
Department: 0501 POLICE ADMIN, COMMUNICATION & RECORDS							
01-0501-3-705000	CONTRACTUAL SERVICES	SENSYS GATSO. USA	RED LIGHT CAMERA PROG	2022-0089	03/22/2022	2,700.00	None
01-0501-3-705000	CONTRACTUAL SERVICES	COMMONWEALTH EDISON CO	SERVICE 2/22	0612012049/FEB22	03/22/2022	12.44	None
01-0501-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	2020-21 CLOSED CLAIM-	3/22	03/22/2022	581.75	None
01-0501-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	2020-21 CLOSED CLAIM-	3/22	03/22/2022	43.60	None
01-0501-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	2020-21 CLOSED CLAIM-	3/22	03/22/2022	1,449.62	None
01-0501-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE 4/22	9029784565	03/22/2022	156.11	None
01-0501-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 4/22	506198	03/22/2022	397.82	None
01-0501-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 4/22	506198	03/22/2022	418.12	None
01-0501-5-723000	OFFICE SUPPLIES	INSTANTCARD	REPLENISH ID CARDS-PO	627829	03/22/2022	30.00	None
01-0501-5-723000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	HP COLOR FUSER KIT	1GH9-F497-VT7H	03/22/2022	248.45	None
01-0501-5-723000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	GARMET BAG/PENS	1LPH-QG1N-LYL1	03/22/2022	25.42	None
				Total Department 0501 POLICE ADMIN, COMMUNICATION & RECORDS		6,063.33	
Department: 0502 POLICE PATROL							
01-0502-3-705000	CONTRACTUAL SERVICES	H & H TOWING INC	TOWINGREPORT #22-5562	10583	03/22/2022	200.00	None
01-0502-5-706000	MATERIALS AND SUPPLIES	AMAZON CAPITAL SERVICES	USB MULIPORT ADAPTER	1914-TPMG-FRYJ/UNAP	03/22/2022	38.69	None
01-0502-5-726000	TECHNICAL SERVICES	JEFF ELLIS & ASSOCIATES	11-CPR/AED CLASSES	20106592	03/22/2022	88.00	None
01-0502-5-726000	TECHNICAL SERVICES	JEFF ELLIS & ASSOCIATES	1-CPR/AED CLASSES	20106641	03/22/2022	8.00	None
01-0502-5-726000	TECHNICAL SERVICES	JEFF ELLIS & ASSOCIATES	10-CPR/AED CLASSES	20106656	03/22/2022	80.00	None
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	NORTHWESTERN UNIVERSITY	TRAINING CLASS - DELA	CPS126102	03/22/2022	1,000.00	None
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	STREET COP TRAINING	TRAINING CLASS-PEELER	77931-779-1-4E31	03/22/2022	225.00	None
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	STRIKE TACTICAL SOLUTIO	2-TRAINING DEVICE LAS	030922RR1	03/22/2022	458.00	None
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	SWIDER, EDWARD	REIMBURSE-MEALS FOR C	2/22	03/22/2022	223.73	None
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	HIGH SPEED GEAR	2152029-IN	03/22/2022	64.99	None
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORM-PERLINI	2177854	03/22/2022	301.95	None
01-0502-5-752000	UNIFORMS	AMAZON CAPITAL SERVICES	GARMET BAG/PENS	1LPH-QG1N-LYL1	03/22/2022	14.99	None
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORM-PERLINI	2179901	03/22/2022	338.96	None
01-0502-5-752000	UNIFORMS	STREICHER'S	2-PANTS-MELVIN	I1555344	03/22/2022	99.98	None
01-0502-5-752000	UNIFORMS	GOZE, MATTHEW A	REIMBURSE-BOOTS	3/22	03/22/2022	124.00	None
01-0502-7-715000	DUI EQUIPMENT	CDS OFFICE TECHNOLOGIES	2-ARBITRATOR RECEIVER	INV1439890	03/22/2022	645.00	None
				Total Department 0502 POLICE PATROL		3,911.29	
Department: 0503 POLICE-INVESTIGATIONS							
01-0503-3-705000	CONTRACTUAL SERVICES	TRANS UNION LLC	PHQ POLICE OFFICER	T234310	03/22/2022	60.00	None
01-0503-3-705000	CONTRACTUAL SERVICES	TRANS UNION LLC	PHQ POLICE OFFICER	T234474	03/22/2022	60.00	None
01-0503-3-705000	CONTRACTUAL SERVICES	TRANS UNION LLC	PHQ POLICE OFFICER	T234634	03/22/2022	60.00	None
01-0503-3-705000	CONTRACTUAL SERVICES	TRANS UNION LLC	PHQ POLICE - CSO	T234796	03/22/2022	60.00	None
01-0503-3-705000	CONTRACTUAL SERVICES	TRANS UNION LLC	PHQ POLICE OFFICER	T234791	03/22/2022	60.00	None
01-0503-3-705000	CONTRACTUAL SERVICES	TRANS UNION LLC	BACKGROUND CHECK	T235916	03/22/2022	60.00	None
01-0503-3-705000	CONTRACTUAL SERVICES	TRANS UNION LLC	PHQ POLICE - CSO	T237972	03/22/2022	60.00	None
01-0503-3-705000	CONTRACTUAL SERVICES	TRANS UNION LLC	PHQ POLICE OFFICER	3/22	03/22/2022	60.00	None
01-0503-3-705000	CONTRACTUAL SERVICES	WEST GROUP PAYMENT CENT	WEST INVESTIGATIVE IN	845944260	03/22/2022	266.85	None
01-0503-5-706000	MATERIALS AND SUPPLIES	SIRCHIE ACQUISITION CO.	EVIDENCE SUPPLIES	0532457-IN	03/22/2022	123.11	None

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 01 GENERAL FUND							
Department: 0503 POLICE-INVESTIGATIONS							
01-0503-5-706000	MATERIALS AND SUPPLIES	PORTER LEE CORPORATION	ANNUAL SOFTWARE SUPPO	26614	03/22/2022	1,215.00	None
01-0503-5-706000	MATERIALS AND SUPPLIES	AMAZON CAPITAL SERVICES	AIR PURIFIER FILTERS	193K-D49F-6GY9	03/22/2022	107.99	None
01-0503-5-706000	MATERIALS AND SUPPLIES	J & R LOCK & SAFE, INC	EVIDENCE KEYS	439014	03/22/2022	12.50	None
01-0503-5-706000	MATERIALS AND SUPPLIES	OFFICE DEPOT, INC	MISC OFFICE SUPPLES	21292907	03/22/2022	239.99	None
				Total Department 0503 POLICE-INVESTIGATIONS		2,445.44	
Department: 0601 FIRE-ADMINISTRATION							
01-0601-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE 4/22	9029784565	03/22/2022	117.83	None
01-0601-4-710000	TELEPHONE	VERIZON	SERVICE 2/2-3/1/22	9900761292	03/22/2022	167.49	None
01-0601-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 4/22	506198	03/22/2022	397.82	None
01-0601-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 4/22	506198	03/22/2022	3,294.21	None
				Total Department 0601 FIRE-ADMINISTRATION		3,977.35	
Department: 0602 FIRE PREVENTION							
01-0602-7-714000	FIRE CONTRACTUAL REPAIRS	UL LLC	RE-INSPECTION-Q463&LT	72020455515	03/22/2022	450.00	None
				Total Department 0602 FIRE PREVENTION		450.00	
Department: 0603 FIRE-EMERGENCY SERVICES							
01-0603-3-705000	CONTRACTURAL SERVICES	PEERLESS NETWORK, INC	SERVICE 4/22	506198	03/22/2022	125.44	None
01-0603-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	2020-21 CLOSED CLAIM-	3/22	03/22/2022	8.00	None
01-0603-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	2020-21 CLOSED CLAIM-	3/22	03/22/2022	218.55	None
01-0603-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	2020-21 CLOSED CLAIM-	3/22	03/22/2022	718.84	None
01-0603-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	2020-21 CLOSED CLAIM-	3/22	03/22/2022	21,792.82	None
01-0603-3-728000	TECHNICAL SERVICES	TRANS UNION LLC	PHQ FIREFIGHTER	T234331	03/22/2022	60.00	None
01-0603-3-728000	TECHNICAL SERVICES	ANDRES MEDICAL BILLING,	AMBULANCE BILLING 2/2	254430	03/22/2022	4,277.36	None
01-0603-3-728000	TECHNICAL SERVICES	COMCAST	SERVICE 3/1/22-3/31/2	141473993	03/22/2022	1,734.30	None
01-0603-5-707000	FIREFIGHTER SUPPLIES	AMERICAN GASES CORP	OXYGEN	176272	03/22/2022	149.01	None
01-0603-5-707000	FIREFIGHTER SUPPLIES	AIR ONE EQUIPMENT, INC	ANNUAL MAINT & REPAIR	178193	03/22/2022	769.49	None
01-0603-5-707000	FIREFIGHTER SUPPLIES	AIR ONE EQUIPMENT, INC	REPAIR-GAS MONITOR	178196	03/22/2022	406.63	None
01-0603-5-707000	FIREFIGHTER SUPPLIES	DIVE RIGHT IN SCUBA	DIVE GLOVES	183346	03/22/2022	476.25	None
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	ACROSS THE STREET PRODU	BLUE CARD ONLINE SUBS	INV10692	03/22/2022	346.50	None
				Total Department 0603 FIRE-EMERGENCY SERVICES		31,083.19	
Department: 0604 FIRE-SUPPORT SERVICES							
01-0604-3-705000	CONTRACTUAL SERVICES	MOTOROLA INC	STARCOM RADIO SERVICE	6347920220201	03/22/2022	102.00	None
01-0604-4-709000	UTILITIES - STATION 3	NORTH SHORE GAS CO	SERVICE 2/22	0604112347-1/FEB22	03/22/2022	85.45	None
01-0604-5-706000	MATERIALS AND SUPPLIES	AMAZON CAPITAL SERVICES	USB MULIPORT ADAPTER	1914-TPMG-FRYJ/UNAP	03/22/2022	(33.76)	None
01-0604-5-706000	MATERIALS AND SUPPLIES	AMAZON CAPITAL SERVICES	JANITORIAL SUPPLIES	1YKQ-6TD1-RRWM	03/22/2022	583.64	None
01-0604-5-707000	FIREFIGHTER SUPPLIES	EAGLE ENGRAVING, INC	LOCKER TAGS/FIRE PASS	2022-1290	03/22/2022	35.90	None
01-0604-5-707000	HELMET SHIELDS	CONWAY SHIELDS INC	HELMET SHIELDS	0488794	03/22/2022	115.78	None
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	PANT-GREMPKA	98393	03/22/2022	79.00	None
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORM-HOLTZ	98392	03/22/2022	85.85	None
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	ALTERATIONS-ADAMS	97534	03/22/2022	11.00	None
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	CAP-ADAMS	98391	03/22/2022	99.00	None
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORM-AHLGRIM	98390	03/22/2022	300.95	None
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORM-LAMPRICH	98389	03/22/2022	189.95	None
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORM-YARC	98388	03/22/2022	377.95	None
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	ALTERATIONS-YARC	97609	03/22/2022	25.00	None
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORM-CROSBY	98387	03/22/2022	558.95	None
01-0604-7-712000	ROOF DAMAGE LOCATE & REPAIR	TOTAL SYSTEMS ROOFING I	STATION 3 ROOF REPAIR	22427	03/22/2022	1,320.00	None
01-0604-7-715000	EMERGENCY LIGHTING VEHICLE PACKAG	HAVEY COMMUNICATIONS IN	INSTALL EQUIP/LABOR-N	11430	03/22/2022	325.35	None

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF LIBERTYVILLE

EXP CHECK RUN DATES 03/22/2022 - 03/22/2022
POSTED
OPEN

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 01 GENERAL FUND							
Department: 0604 FIRE-SUPPORT SERVICES							
					Total Department 0604 FIRE-SUPPORT SERVICES	4,262.01	
Department: 0701 PARKS							
01-0701-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	2020-21 CLOSED CLAIM-	3/22	03/22/2022	27,631.64	None
01-0701-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 1/22	4533139001/JAN22	03/22/2022	22.20	None
01-0701-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 4/22	506198	03/22/2022	163.82	None
01-0701-5-706000	MATERIALS AND SUPPLIES	COMPOSIGRIP	ANTI-SLIP STAIR TREAD	CG1172	03/22/2022	798.02	None
01-0701-5-706000	MATERIALS AND SUPPLIES	NAPA AUTO PARTS	MISC VEHICLE REPAIR P	75203	03/22/2022	70.07	None
01-0701-5-706000	MATERIALS AND SUPPLIES	J.C. LICHT	WALL PAINT- SHOP	59088578	03/22/2022	191.84	None
01-0701-5-706000	MATERIALS AND SUPPLIES	J.C. LICHT	WALL PAINT- SHOP	59088651	03/22/2022	191.84	None
01-0701-5-706000	MATERIALS AND SUPPLIES	MIDWEST ARBORIST SUPPLI	TREE REMOVAL TOOLS	66759	03/22/2022	335.30	None
01-0701-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	INSTANTCARD	REPLENISH ID CARDS-PO	627829	03/22/2022	10.00	None
01-0701-5-728000	Kubota Tractor Repair	BURRIS EQUIPMENT CO	KUBOTA TRACTOR REPAIR	SW1005839-1	03/22/2022	2,104.55	None
01-0701-5-728000	Kubota Tractor Repair	BURRIS EQUIPMENT CO	KUBOTA TRACTOR REPAIR	SW1005839-1	03/22/2022	163.90	None
01-0701-5-752000	UNIFORMS	CUTLER WORKWEAR	UNIFORM-KIDD	51	03/22/2022	251.98	None
01-0701-5-752000	UNIFORMS	LECHNER & SONS	UNIFORMS	3048024	03/22/2022	25.21	None
01-0701-5-752000	UNIFORMS	LECHNER & SONS	UNIFORMS	3050706	03/22/2022	68.41	None
01-0701-5-799000	MISCELLANEOUS	DBA-ATHLETICO PHYSICAL	POST OFFER SCREENING	270701	03/22/2022	145.00	None
01-0701-7-712000	MAINTENANCE BUILDING	GRAINGER INC	2-FIVE GANG BOX FITTI	9229890224	03/22/2022	226.94	None
01-0701-7-712000	MAINTENANCE BUILDING	J.C. LICHT	WALL PAINT-SHOP	59088314	03/22/2022	191.84	None
01-0701-7-712000	Kubota Tractor Repair	BURRIS EQUIPMENT CO	KUBOTA TRACTOR REPAIR	SW1005839-1	03/22/2022	1,000.00	None
01-0701-7-712000	MAINTENANCE BUILDING	MENARDS INC	PAINT SPRAYER	79272	03/22/2022	159.00	None
01-0701-7-712000	MAINTENANCE BUILDING	MENARDS INC	ELECTRICAL FITTINGS-S	79316	03/22/2022	83.96	None
01-0701-7-713000	MAINTENANCE GROUNDS	TGF ENTERPRISES INC	SNOW VPLOW/SALT/SHOVE	1060	03/22/2022	1,900.00	None
01-0701-7-713000	Kubota Tractor Repair	BURRIS EQUIPMENT CO	KUBOTA TRACTOR REPAIR	SW1005839-1	03/22/2022	2,000.00	None
01-0701-7-713000	MAINTENANCE GROUNDS-CBD WALKS	TGF ENTERPRISES INC	SNOW PLOW/SALT/SHOVEL	1099	03/22/2022	1,760.00	None
01-0701-7-713000	MAINTENANCE GROUNDS-VPLOW	TGF ENTERPRISES INC	SNOW PLOW/SALT/SHOVEL	1099	03/22/2022	720.00	None
01-0701-7-713000	MAINTENANCE GROUNDS-VPLOW	TGF ENTERPRISES INC	SNOW PLOW/SALT/SHOVEL	1118	03/22/2022	480.00	None
01-0701-7-713000	MAINTENANCE GROUNDS-CBD WALKS	TGF ENTERPRISES INC	SNOW PLOW/SALT/SHOVEL	1118	03/22/2022	695.00	None
01-0701-7-715000	MAINTENANCE OTHER EQUIPMENT	EBAY	SOLENOID FOR BOBCAT S	06-08292-86435	03/22/2022	47.60	None
01-0701-7-715000	MAINTENANCE OTHER EQUIPMENT	MIDWEST HOSE AND FITTIN	HOSE FITTING	216247	03/22/2022	2.97	None
01-0701-7-715000	Kubota Tractor Repair	BURRIS EQUIPMENT CO	KUBOTA TRACTOR REPAIR	SW1005839-1	03/22/2022	1,000.00	None
					Total Department 0701 PARKS	42,441.09	
Department: 0702 RECREATION							
01-0702-3-713000	CONTRACTED PROGRAM - YOUTH COOKIN	YOUTHAGE CULINARY PROGR	COOKING CLASS	002	03/22/2022	92.00	None
01-0702-3-713000	INDEPENDENT CONTRACTOR	THE LIFESPORT LIBERTYVI	WTR TENNIS INSTRUCTIO	3/22	03/22/2022	3,166.80	None
01-0702-3-713000	INDEPENDENT CONTRACTOR	THE LIFESPORT LIBERTYVI	WINTER FENCING - 1/20	3/22	03/22/2022	640.00	None
01-0702-3-713000	CONTRACTED PROGRAM - YOUTH COOKIN	YOUTHAGE CULINARY PROGR	COOKING CLASS	003	03/22/2022	69.60	None
01-0702-3-713000	INDEPENDENT CONTRACTOR	ROBOTHINK LLC	SELF DRIVING CARS-1/1	INV/2022/0016	03/22/2022	1,212.75	None
01-0702-3-713000	INDEPENDENT CONTRACTOR	YOUNG REMBRANDTS	ART/DRAWING INSTRUCTI	13089344	03/22/2022	455.00	None
01-0702-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	2020-21 CLOSED CLAIM-	3/22	03/22/2022	832.67	None
01-0702-4-708000	ELECTRICITY	CONSTELLATION NEW ENERG	SERVICE 1/22	61800104901/JAN22	03/22/2022	1,469.90	None
01-0702-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 2/22	0611967587-3/FEB22	03/22/2022	292.78	None
01-0702-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 4/22	506198	03/22/2022	142.08	None
01-0702-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 4/22	506198	03/22/2022	265.74	None
01-0702-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 4/22	506198	03/22/2022	53.18	None
01-0702-5-706000	SUPPL & EXP - TOT PROGRAMS	SAM'S CLUB DIRECT COMM.	OFFICE/PRESH/DD DANCE	2/22	03/22/2022	43.98	None
01-0702-5-706000	SUPPL & EXP - TOT PROGRAMS	RICOH USA, INC	ADDT'L COPIES 2/22	5064029645	03/22/2022	15.06	None
01-0702-5-706000	SUPPL & EXP - TOT PROGRAMS	CANLAN SPORTS LIBERTYVI	APR 2022 SUB-LEASE	20220301-1	03/22/2022	4,000.00	None

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 01 GENERAL FUND							
Department: 0702 RECREATION							
01-0702-5-716000	DANCE PROGRAM EXPENSE	REVOLUTION DANCEWEAR LL	BEARS FOR DANCE COSTU	155891	03/22/2022	32.80	None
01-0702-5-716000	DANCE PROGRAM EXPENSE	AMAZON CAPITAL SERVICES	AIR PURIFIER FILTER	11G9-X3LQ-RHJH	03/22/2022	59.99	None
01-0702-5-722000	SEASONAL BROCHURES	JAMES W SMITH PRINTING	SUMMER 2022 RECREATIO	047255	03/22/2022	2,143.00	None
01-0702-5-723000	OFFICE SUPPLIES	SAM'S CLUB DIRECT COMM.	OFFICE/PRESH/DD DANCE	2/22	03/22/2022	159.48	None
01-0702-5-723000	OFFICE SUPPLIES	VISTA PRINT	BUSINESS CARDS-RESNIC	GKC59-17A14-6K3	03/22/2022	26.99	None
01-0702-5-723000	OFFICE SUPPLIES	SAM'S CLUB DIRECT COMM.	OFFICE SUPPLIES/DONUT	3/22	03/22/2022	119.94	None
01-0702-5-723000	OFFICE SUPPLIES	RICOH USA, INC	ADDT'L COPIES DEC-FEB	5064028952	03/22/2022	68.59	None
01-0702-5-732000	SUPPLIES & EXP -SPC EVNT FMLY	HOBBY LOBBY	DADDY DAUGHTER DANCE	2/22	03/22/2022	56.75	None
01-0702-5-732000	SUPPLIES & EXP -SPC EVNT FMLY	PARTYPRO.COM	DADDY DAUGHTER DANCE	SI-1011138	03/22/2022	184.32	None
01-0702-5-732000	SUPPLIES & EXP -SPC EVNT FMLY	SAM'S CLUB DIRECT COMM.	OFFICE/PRESH/DD DANCE	2/22	03/22/2022	501.64	None
01-0702-5-732000	SUPPLIES & EXP -SPC EVNT FMLY	DOMINO'S PIZZA	PARENTS NIGHT OUT PIZ	2782	03/22/2022	29.45	None
01-0702-5-732000	SUPPLIES & EXP -SPC EVNT FMLY	SAM'S CLUB DIRECT COMM.	OFFICE SUPPLIES/DONUT	3/22	03/22/2022	34.92	None
01-0702-5-732000	SUPPLIES & EXP -SPC EVNT FMLY	AMAZON CAPITAL SERVICES	DONUTS WITH EASTER BU	1KJ9-JXQJ-RYFJ	03/22/2022	43.98	None
01-0702-7-712000	MAINTENANCE BUILDING	CANLAN SPORTS LIBERTYVI	CUSTODIAL CLEANING OF	20220301	03/22/2022	885.00	None
				Total Department 0702 RECREATION		17,098.39	
Department: 0703 SWIMMING POOL OPERATIONS							
01-0703-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 4/22	506198	03/22/2022	292.20	None
01-0703-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 4/22	506198	03/22/2022	53.18	None
01-0703-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	JEFF ELLIS & ASSOCIATES	LGI CLASS REGISTRATIO	1699-6825	03/22/2022	425.00	None
01-0703-7-712000	MAINTENANCE BUILDING	POOL SUPPLY LTD	RETURN-LIFT CHAIR SWI	03810074	03/22/2022	(210.90)	None
01-0703-7-712000	FLAMMABLE CABINET	GLOBAL INDUSTRIAL	FLAMMABLE CABINET	118811691	03/22/2022	1,464.00	None
				Total Department 0703 SWIMMING POOL OPERATIONS		2,023.48	
Department: 1200 LEGISLATIVE BDS & COMMITTEES							
01-1200-3-728000	TECHNICAL SERVICE	PADDOCK PUBLICATIONS, I	PCC 22-04-09 HEARING	210244	03/22/2022	165.60	None
01-1200-5-799000	MISCELLANEOUS	SAM'S CLUB DIRECT COMM.	SUPPLIES FOR BUDGET M	3/22	03/22/2022	142.64	None
				Total Department 1200 LEGISLATIVE BDS & COMMITTEES		308.24	
Department: 1300 LEGAL							
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	MONTHLY LEGAL RETAINE	3/22	03/22/2022	7,500.00	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-INTERGO	7697	03/22/2022	970.50	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-ZONING	7698	03/22/2022	658.50	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-REDEVEL	7689	03/22/2022	1,982.00	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-HYUNDAI	7690	03/22/2022	440.00	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-BRICK &	7691	03/22/2022	680.00	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-BONA FI	7692	03/22/2022	400.00	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-GREAT L	7693	03/22/2022	400.00	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-PUBLIC	7699	03/22/2022	292.00	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-VLG PRO	7700	03/22/2022	328.50	None
01-1300-3-779000	LITIGATION	ELROD FRIEDMAN LLP	LEGAL COUNSEL-MISC LI	7701	03/22/2022	1,022.00	None
01-1300-3-799000	LABOR COUNSEL	CLARK BAIRD SMITH LLP	LEGAL COUNSEL 2/22	15089	03/22/2022	3,937.50	None
				Total Department 1300 LEGAL		18,611.00	
Department: 1500 CENTRAL BUSINESS DST PARKING							
01-1500-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 4/22	506198	03/22/2022	269.21	None
01-1500-7-713000	MAINTENANCE PARKING LOTS-LOT6	TGF ENTERPRISES INC	SNOW PLOW/SPREADER-LO	1062	03/22/2022	230.00	None
01-1500-7-713000	MAINTENANCE PARKING LOTS-LOT10	TGF ENTERPRISES INC	SNOW PLOW/SPREADER-LO	1062	03/22/2022	140.00	None
01-1500-7-713000	MAINTENANCE PARKING LOTS-LOT6	TGF ENTERPRISES INC	SNOW PLOW/SPREAD/SKID	1101	03/22/2022	310.00	None
01-1500-7-713000	MAINTENANCE PARKING LOTS-LOT10	TGF ENTERPRISES INC	SNOW PLOW/SPREAD/SKID	1101	03/22/2022	185.00	None
01-1500-7-713000	MAINTENANCE PARKING LOTS-LOT6	TGF ENTERPRISES INC	SNOW PLOW-LOT10,6	1120	03/22/2022	180.00	None

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 01 GENERAL FUND							
Department: 1500 CENTRAL BUSINESS DST PARKING							
01-1500-7-713000	MAINTENANCE PARKING LOTS-LOT10	TGF ENTERPRISES INC	SNOW PLOW-LOT10,6	1120	03/22/2022	90.00	None
			Total Department 1500 CENTRAL BUSINESS DST PARKING			1,404.21	
Department: 1700 PUBLIC BUILDINGS							
01-1700-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 2/22	0603755020-1/FEB22	03/22/2022	85.12	None
01-1700-7-712000	4-V-BELTS	GRAINGER INC	4-V-BELTS	9230484926	03/22/2022	31.64	None
01-1700-7-712000	VH-CONTROL ISSUES (TRANE)	TRANE USA INC	VH-CONTROL ISSUES (TR	312433667	03/22/2022	889.00	None
01-1700-7-712000	VH-TRANE REPAIRS	TRANE USA INC	VH-TRANE REPAIRS	312454605	03/22/2022	543.00	None
01-1700-7-712000	CAN LINERS-VH	WAREHOUSE DIRECT, INC	CAN LINERS	5189723-0	03/22/2022	81.66	None
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	WORLD SECURITY & CONTRO	REWIRE ELEVATOR TRIP	32308	03/22/2022	195.00	None
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	AEREX PEST CONTROL SERV	PEST CONTROL 3/7/22 -	2441010	03/22/2022	50.00	None
01-1700-7-713000	MARKERS/ERASER/WIPES	GRAINGER INC	MARKERS/ERASER/WIPES	9240939232	03/22/2022	30.23	None
01-1700-7-713000	EXTENED FENCE FOR EVIDENCE STORAG	AZTEC FENCE COMPANY INC	EXTENED FENCE FOR EVI	19911	03/22/2022	1,850.00	None
01-1700-7-713000	ERASE BOARD/ERASE CALENDAR	ULINE, INC	ERASE BOARD/ERASE CAL	146117906	03/22/2022	385.50	None
01-1700-7-713000	AUTOMATIC DOOR SERVICE-SCHERTZ	STANLEY ACCESS TECHNOLO	AUTOMATIC DOOR SERVIC	0906485289	03/22/2022	238.00	None
				Total Department 1700 PUBLIC BUILDINGS		4,379.15	
				Total Fund 01 GENERAL FUND		252,479.72	
Fund: 05 FOREIGN FIRE INSURANCE TAX							
Department: 0000 GENERAL							
05-0000-0-790000	FIREFIGHTER SUPPLIES	VERTICAL SUPPLY GROUP	CARABINER FOR GEAR RO	715888	03/22/2022	93.60	None
05-0000-0-790000	FIREFIGHTER SUPPLIES	VERTICAL SUPPLY GROUP	CARABINER FOR GEAR RO	707666	03/22/2022	886.50	None
05-0000-0-790000	FIRE FIGHTING/EMER MED EQUIP	ALERT-ALL CORP	PROMOTIONAL MATERIALS	W29310	03/22/2022	351.00	None
				Total Department 0000 GENERAL		1,331.10	
				Total Fund 05 FOREIGN FIRE INSURANCE TAX		1,331.10	
Fund: 09 TAX INCREMENT FIN DIST #1							
Department: 0000 GENERAL							
09-0000-0-776000	PARKING IMPROVEMENTS	CHICAGOLAND PAVING CONT	2021 PARKING LOTS-CON	219701	03/22/2022	235,542.86	None
09-0000-0-776000	BIKE RACK - PARKING LOT 6 RENOVAT	CORA BIKE RACK INC	BIKE RACKS FOR PKG LO	93755	03/22/2022	750.00	None
09-0000-0-776000	SHIPPING - BIKE RACK FOR PARKING	CORA BIKE RACK INC	BIKE RACKS FOR PKG LO	93755	03/22/2022	176.90	None
09-0000-0-776000	FREIGHT	CORA BIKE RACK INC	BIKE RACKS FOR PKG LO	93755	03/22/2022	53.16	None
				Total Department 0000 GENERAL		236,522.92	
				Total Fund 09 TAX INCREMENT FIN DIST #1		236,522.92	
Fund: 13 HOTEL/MOTEL TAX FUND							
Department: 0000 GENERAL							
13-0000-0-713000	R&R DECORATIVE BENCH SEATS	JTS COATINGS INC	DECORATIVE CHAIRS POW	3/22	03/22/2022	3,000.00	None
13-0000-0-720000	MATERIALS	MENARDS INC	MATERIALS	78817	03/22/2022	40.39	None
13-0000-0-720000	COOK HOUSE	NORTH SHORE GAS CO	SERVICE 2/22	0611967587-1/FEB22	03/22/2022	346.71	None
13-0000-0-759000	PROMOTION & ACTIVITIES	FACEBOOK, INC	ADS	997368881059973	03/22/2022	10.00	None
13-0000-0-762000	CIVIC CENTER	PEERLESS NETWORK, INC	SERVICE 4/22	506198	03/22/2022	219.41	None
13-0000-0-781000	COPIES OF BLD PLANS-ADLER CTR	T & T REPRODUCTIONS & S	COPIES OF BLD PLANS-A	63137	03/22/2022	43.20	None
13-0000-0-781000	BI-FOLD DOORS OFFICE REPLACEMENT	MENARDS INC	2-BIFOLD DOORS	78715	03/22/2022	318.00	None
13-0000-0-781000	MATERIALS-ADELR	MENARDS INC	MATERIALS-ADLER	79155	03/22/2022	135.98	None
				Total Department 0000 GENERAL		4,113.69	
				Total Fund 13 HOTEL/MOTEL TAX FUND		4,113.69	

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 14 COMMUTER PARKING FUND							
Department: 0000 GENERAL							
14-0000-4-710000	PHONE	PTS	PAY PHONE SERVICE 4/2	2083797	03/22/2022	75.00	None
14-0000-4-710000	PHONE	PEERLESS NETWORK, INC	SERVICE 4/22	506198	03/22/2022	108.28	None
14-0000-5-706000	MATERIALS AND SUPPLIES	MARJO GRAPHICS INC	PARKING TICKETS	2618	03/22/2022	773.27	None
14-0000-6-790000	CAPITAL OUTLAYS	DOLAND ENGINEERING, LLC	2022 PARKING LOTS - E	22-9853	03/22/2022	5,994.00	None
14-0000-7-713000	MAINTENANCE GROUNDS-LOT1	TGF ENTERPRISES INC	SNOW VPLOW/BLOWER/SHO	1061	03/22/2022	775.00	None
14-0000-7-713000	MAINTENANCE GROUNDS-LOT2	TGF ENTERPRISES INC	SNOW VPLOW/BLOWER/SHO	1061	03/22/2022	285.00	None
14-0000-7-713000	MAINTENANCE GROUNDS-LOT15	TGF ENTERPRISES INC	SNOW VPLOW/BLOWER/SHO	1061	03/22/2022	2,100.00	None
14-0000-7-713000	MAINTENANCE GROUNDS-LOT1	TGF ENTERPRISES INC	SNOW PLOW/SHOVEL/SPRE	1100	03/22/2022	690.00	None
14-0000-7-713000	MAINTENANCE GROUNDS-LOT2	TGF ENTERPRISES INC	SNOW PLOW/SHOVEL/SPRE	1100	03/22/2022	440.00	None
14-0000-7-713000	MAINTENANCE GROUNDS-LOT15	TGF ENTERPRISES INC	SNOW PLOW/SHOVEL/SPRE	1100	03/22/2022	2,050.00	None
14-0000-7-713000	MAINTENANCE GROUNDS-LOT1	TGF ENTERPRISES INC	SNOW PLOW/SALT/SHOVEL	1119	03/22/2022	345.00	None
14-0000-7-713000	MAINTENANCE GROUNDS-LOT2	TGF ENTERPRISES INC	SNOW PLOW/SALT/SHOVEL	1119	03/22/2022	135.00	None
14-0000-7-713000	MAINTENANCE GROUNDS-LOT15	TGF ENTERPRISES INC	SNOW PLOW/SALT/SHOVEL	1119	03/22/2022	1,170.00	None
				Total Department 0000 GENERAL		14,940.55	
				Total Fund 14 COMMUTER PARKING FUND		14,940.55	
Fund: 20 UTILITY FUND							
Department: 0000 GENERAL							
20-0000-0-401001	DUE TO UTILITY CUSTOMER	CURRY LEAF RESTAURANT	UB refund for account	03/15/2022	03/22/2022	47.37	None
20-0000-0-401001	DUE TO UTILITY CUSTOMER	THOMPSON, GARY	UB refund for account	03/16/2022	03/22/2022	127.68	None
				Total Department 0000 GENERAL		175.05	
Department: 2020 WATER DEPARTMENT							
20-2020-3-728000	TECHNICAL SERVICES	DATA PROSE LLC	WTR/SWR BILLING 2/22	DP2200707	03/22/2022	438.39	None
20-2020-3-728000	TECHNICAL SERVICES	SPRINT / NEXTEL COMMUNI	SERVICE 1/24-2/23/22	322730516-241	03/22/2022	17.00	None
20-2020-3-728000	WATER DISTRIBUTION LEAK SURVEY	M.E. SIMPSON COMPANY, I	WATER DISTRIBUTION LE	38346	03/22/2022	10,959.00	None
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 1/22	1095135113/JAN22	03/22/2022	356.24	None
20-2020-4-708000	ELECTRICITY	CONSTELLATION NEW ENERG	SERVICE 1/22	61800139201/JAN22	03/22/2022	1,192.82	None
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/22	0649142030/FEB22	03/22/2022	286.99	None
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/22	0991101010/FEB22	03/22/2022	140.90	None
20-2020-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 2/22	0611967587-4/FEB22	03/22/2022	41.66	None
20-2020-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 2/22	0310788651-1/FEB22	03/22/2022	37.15	None
20-2020-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 2/22	0605927014-1/FEB22	03/22/2022	413.33	None
20-2020-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 4/22	506198	03/22/2022	142.08	None
20-2020-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 4/22	506198	03/22/2022	69.65	None
20-2020-5-722000	POSTAGE	DATA PROSE LLC	WTR/SWR BILLING 2/22	DP2200707	03/22/2022	563.45	None
20-2020-5-723000	OFFICE SUPPLIES	NEXTIME, INC	CARTRIDGE RIBBON	127049	03/22/2022	40.75	None
20-2020-5-723000	OFFICE SUPPLIES	OFFICE DEPOT, INC	MISC OFFICE SUPPLES	21292907	03/22/2022	75.11	None
20-2020-5-736000	CREDIT CARD FEES	INVOICE CLOUD INC	INVOICE PROGRAM FOR U	1784-2022_2	03/22/2022	1,650.90	None
20-2020-7-715000	MAINTENANCE OTHER EQUIPMENT	PROSPAN MANUFACTURING C	SPREADER BARS	2022-010012	03/22/2022	314.01	None
20-2020-7-716000	MAINTENANCE WATER LINE	CORE & MAIN LP	REPAIR COUPLINGS	Q446428	03/22/2022	234.08	None
20-2020-7-716000	MAINTENANCE WATER LINE	WATER PRODUCTS CO OF AU	HYDRANT EXTENSION	0308006	03/22/2022	821.00	None
20-2020-7-716000	MAINTENANCE WATER LINE	WATER PRODUCTS CO OF AU	B-BOXES	0308154	03/22/2022	504.00	None
20-2020-7-716000	8 FT T HANDLE WRENCH	CORE & MAIN LP	REPAIR FITTINGS AND T	Q478050	03/22/2022	162.03	None
20-2020-7-716000	8FT CURB STOP SHUT OFF WRENCH	CORE & MAIN LP	REPAIR FITTINGS AND T	Q478050	03/22/2022	110.70	None
20-2020-7-716000	36" REED MANHOLE HOOK	CORE & MAIN LP	REPAIR FITTINGS AND T	Q478050	03/22/2022	85.48	None
20-2020-7-716000	ADJ HYD WRENCH 16"	CORE & MAIN LP	REPAIR FITTINGS AND T	Q478050	03/22/2022	29.21	None
20-2020-7-716000	12X8 MJ TEE	CORE & MAIN LP	REPAIR FITTINGS AND T	Q478050	03/22/2022	627.99	None
20-2020-7-716000	MAINTENANCE WATER LINE	MARK MEADE EXCAVATORS I	REPAIR WM BREAK/REPLA	39055	03/22/2022	3,927.50	None

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 20 UTILITY FUND							
Department: 2020 WATER DEPARTMENT							
20-2020-7-716000	CONCRETE	POINT READY MIX, LLC	CONCRETE & RT 21/COND	112037	03/22/2022	1,426.00	None
				Total Department 2020 WATER DEPARTMENT		24,667.42	
Department: 2021 SEWER DEPARTMENT							
20-2021-3-728000	TECHNICAL SERVICES	MUNICIPAL COLLECTIONS O	COLLECTION FEES 2/22-	54883	03/22/2022	12.88	None
20-2021-3-728000	TECHNICAL SERVICES	SPRINT / NEXTEL COMMUNI	SERVICE 1/24-2/23/22	322730516-241	03/22/2022	17.00	None
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 1/22	0269024080/JAN22	03/22/2022	50.92	None
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 1/22	1143082116/JAN22	03/22/2022	61.95	None
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 1/22	3195099045/JAN22	03/22/2022	59.47	None
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 1/22	3195168063/JAN22	03/22/2022	32.24	None
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 1/22	3203085048/JAN22	03/22/2022	39.41	None
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 1/22	8439155029/JAN22	03/22/2022	151.95	None
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/22	6311024018/FEB22	03/22/2022	267.14	None
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/22	0497033020/FEB22	03/22/2022	48.92	None
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/22	0523146072/FEB22	03/22/2022	235.11	None
20-2021-4-709000	NATURAL GAS	NORTH SHORE GAS CO	SERVICE 2/22	0611967587-2/FEB22	03/22/2022	40.80	None
20-2021-4-709000	NATURAL GAS	NORTH SHORE GAS CO	SERVICE 2/22	0613559375-1/FEB22	03/22/2022	37.91	None
20-2021-4-709000	NATURAL GAS	NORTH SHORE GAS CO	SERVICE 2/22	0600025434-1/FRB22	03/22/2022	38.35	None
20-2021-5-706000	MATERIALS AND SUPPLIES	STANDARD EQUIPMENT CO	VACTOR CLAMPS	P34538	03/22/2022	180.55	None
20-2021-5-706000	MATERIALS AND SUPPLIES	USA BLUEBOOK	BACTERIA BAGS	904759	03/22/2022	815.90	None
20-2021-5-706000	MATERIALS AND SUPPLIES	PRO-SAFETY INC	GLOVES/SAFETY VEST	2/885430	03/22/2022	231.00	None
20-2021-5-722000	POSTAGE	DATA PROSE LLC	WTR/SWR BILLING 2/22	DP2200707	03/22/2022	563.45	None
20-2021-5-752000	UNIFORMS	CUTLER WORKWEAR	JACKET-LOYD	PS-INV002497	03/22/2022	99.99	None
20-2021-5-752000	UNIFORMS	PORTWICH, PHIL	REIMBURSE-WORK BOOTS	3/22	03/22/2022	300.00	None
20-2021-5-752000	UNIFORMS	LOYD, TREVOR J	REIMBURSE-WORK BOOTS	3/22	03/22/2022	193.50	None
20-2021-7-715000	MAINTENANCE LIFT STATIONS	VERIZON	PARK AVE CELL SERVICE	9900107095	03/22/2022	50.04	None
				Total Department 2021 SEWER DEPARTMENT		3,528.48	
Department: 2022 WASTE WATER TREATMENT PLANT							
20-2022-3-728000	TECHNICAL SERVICES	AIR ONE EQUIPMENT, INC	METER CALIBRATION	178199	03/22/2022	40.00	None
20-2022-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 4/22	506198	03/22/2022	142.08	None
20-2022-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 4/22	506198	03/22/2022	163.06	None
20-2022-5-706000	MATERIALS AND SUPPLIES	SUSPA INC	DOOR OPENERS-SLUDGE P	195555	03/22/2022	74.43	None
20-2022-5-706000	TOILET PAPER/ TOWELS	MEYER LABORATORY, INC	TOILETRIES	0826079-IN	03/22/2022	124.14	None
20-2022-5-718000	SLUDGE REMOVAL	SYNAGRO TECHNOLOGIES, I	DEWATERING & LAND APP	28040	03/22/2022	48,212.60	None
20-2022-7-715000	SAND FILTER PARTS	GRAINGER INC	SAND FILTER	9233849901	03/22/2022	65.40	None
20-2022-7-715000	REPAIR AND ADJUST DOOR IN TRACK	THE GARAGE DOOR MAN	CHEM ROOM GARAGE DOOR	845	03/22/2022	380.00	None
				Total Department 2022 WASTE WATER TREATMENT PLANT		49,201.71	
Department: 2023 UTILITY-DEBT SERVICE							
20-2023-9-795000	PRINCIPAL PAYMENTS	THE BANK OF NEW YORK ME	LIB GO14A BOND PMT	LIBGO14A/MAY22	03/22/2022	310,000.00	None
20-2023-9-795000	PRINCIPAL PAYMENTS	THE BANK OF NEW YORK ME	LIB GO 2015B BOND PMT	LIBGO15B/MAY22	03/22/2022	35,000.00	None
20-2023-9-795000	PRINCIPAL PAYMENTS	AMALGAMATED BANK OF CHI	SERIES 2021B	7677	03/22/2022	325,000.00	None
20-2023-9-796000	INTEREST PAYMENTS	THE BANK OF NEW YORK ME	LIB GO14A BOND PMT	LIBGO14A/MAY22	03/22/2022	4,650.00	None
20-2023-9-796000	INTEREST PAYMENTS	THE BANK OF NEW YORK ME	LIB GO 2015B BOND PMT	LIBGO15B/MAY22	03/22/2022	57,156.27	None
20-2023-9-796000	INTEREST PAYMENTS	AMALGAMATED BANK OF CHI	SERIES 2021B	7677	03/22/2022	115,500.00	None
				Total Department 2023 UTILITY-DEBT SERVICE		847,306.27	
Department: 2024 UTILITY-CAPITAL IMPROVEMENT							
20-2024-5-788000	REPLACEMENT METERS	CORE & MAIN LP	COMMAND LINK DEVICE	Q070703	03/22/2022	600.00	None
20-2024-5-788000	OMNI DEAD BATTERY REPLACEMENTS	CORE & MAIN LP	OMNI DEAD BATTERY REP	Q442085	03/22/2022	828.00	None

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Fund: 20 UTILITY FUND							
Department: 2024 UTILITY-CAPITAL IMPROVEMENT							
20-2024-5-788000	510M S POINT M2 WIRED	CORE & MAIN LP	METERS AND MISC	Q492732	03/22/2022	3,645.00	None
20-2024-5-788000	FREIGHT	CORE & MAIN LP	METERS AND MISC	Q492732	03/22/2022	22.58	None
20-2024-5-788000	3/4" METERS	CORE & MAIN LP	METERS AND MISC	Q491598	03/22/2022	2,320.00	None
20-2024-5-788000	METER WIRE	CORE & MAIN LP	METERS AND MISC	Q491598	03/22/2022	200.00	None
20-2024-5-788000	1 METER CPLG	CORE & MAIN LP	METERS AND MISC	Q491598	03/22/2022	810.00	None
20-2024-5-788000	510M S POINT TC	CORE & MAIN LP	METERS AND MISC	Q491598	03/22/2022	3,645.00	None
20-2024-6-750000	WATER SYSTEM IMPROVEMENTS	CONCENTRIC INTEGRATION,	SCADA IMPROVEMENTS 20	0229660	03/22/2022	42,837.47	None
20-2024-6-795000	WATER SYSTEM IMPROVEMENTS	MAURO SEWER CONSTRUCTIO	2021 WM REPLACE - CON	2128-03	03/22/2022	377,633.94	None
20-2024-6-795000	WATER SYSTEM IMPROVEMENTS	MAURO SEWER CONSTRUCTIO	2021 WM REPLACE - CON	2128-04	03/22/2022	12,660.98	None
			Total Department 2024 UTILITY-CAPITAL IMPROVEMENT			445,202.97	
			Total Fund 20 UTILITY FUND			1,370,081.90	
Fund: 21 STORMWATER SEWER FUND							
Department: 0000 GENERAL							
21-0000-0-401000	ACCOUNTS PAYABLE	CURRY LEAF RESTAURANT	UB refund for account	03/15/2022	03/22/2022	22.19	None
			Total Department 0000 GENERAL			22.19	
Department: 2121 STORMWATER SEWER							
21-2121-6-790000	ND PARK SOUTH DESIGN	HITCHCOCK DESIGN, INC	NICHOLAS DOWDEN PARK	27712	03/22/2022	1,016.25	None
21-2121-6-790000	CAPITAL OUTLAY	CHRISTOPHER B BURKE ENG	2021-22 CHARLES BROWN	173318	03/22/2022	359.00	None
21-2121-6-790000	CAPITAL OUTLAY	CHRISTOPHER B BURKE ENG	HIGHLANDS SUB - ENG	173319	03/22/2022	24,655.50	None
21-2121-7-718000	MAINTENANCE STORM SEWERS	RAY SCHRAMER & CO	ADJUSTING RING	161404	03/22/2022	69.60	None
21-2121-7-718000	MAINTENANCE STORM SEWERS	RAY SCHRAMER & CO	MORTAR MIX	161394	03/22/2022	64.20	None
21-2121-7-718000	MAINTENANCE STORM SEWERS	RAY SCHRAMER & CO	PERFORATED PIPE	161412	03/22/2022	38.70	None
21-2121-7-718000	MAINTENANCE STORM SEWERS	RAY SCHRAMER & CO	MORTAR MIX	161418	03/22/2022	30.20	None
21-2121-7-718000	MAINTENANCE STORM SEWERS	RAY SCHRAMER & CO	AMERIMIX	161436	03/22/2022	15.10	None
21-2121-7-718000	MAINTENANCE STORM SEWERS	RAY SCHRAMER & CO	AMERIMIX	161441	03/22/2022	15.10	None
			Total Department 2121 STORMWATER SEWER			26,263.65	
			Total Fund 21 STORMWATER SEWER FUND			26,285.84	
Fund: 30 VEHICLE MAINT/REPL SERVICE FD							
Department: 0000 GENERAL							
30-0000-5-711000	GASOLINE & OIL	AMERICAN GASES CORP	CYLINDERS	176271	03/22/2022	48.75	None
30-0000-5-711000	GASOLINE & OIL	RUSSO POWER EQUIPMENT	GASOLINE	SPI10981085	03/22/2022	187.98	None
30-0000-5-711000	GASOLINE & OIL	HERITAGE-CRYSTAL CLEAN	COOLANT	17270635	03/22/2022	277.56	None
30-0000-5-711000	GATE TRANSPONDERS	DOOR SERVICE INC	TRANSPONDERS FOR GATE	WO-4153	03/22/2022	1,105.25	None
30-0000-5-711000	SHIPPING	DOOR SERVICE INC	TRANSPONDERS FOR GATE	WO-4153	03/22/2022	58.00	None
30-0000-5-713000	VEHICLE WASHING	LIBERTYVILLE CAR SPA	CAR WASH 2/22	1508	03/22/2022	136.35	None
30-0000-5-714000	VEHICLE PARTS	MIDWEST HOSE AND FITTIN	HOSE ASSEMBLY	216196	03/22/2022	67.24	None
30-0000-5-714000	VEHICLE PARTS	HAVEY COMMUNICATIONS IN	2-STROBE HEADS	11438	03/22/2022	237.65	None
30-0000-5-714000	VEHICLE PARTS	HERMAN BROTHERS	PIVOT BAR	21076	03/22/2022	196.43	None
30-0000-5-714000	VEHICLE PARTS	NAPA AUTO PARTS	MISC VEHICLE REPAIR P	75203	03/22/2022	2,609.28	None
30-0000-5-714000	VEHICLE PARTS	MASTER TRUCK & TRAILER,	EYE BOLT KIT/TRIP SPR	S34262	03/22/2022	88.07	None
30-0000-5-714000	VEHICLE PARTS	LIBERTY AUTO CITY	FUSE BOX	484692	03/22/2022	366.00	None
30-0000-5-714000	VEHICLE PARTS	NAPLETON FORD LIBERTYVI	SEAL ASSEMBLY	5028287	03/22/2022	71.74	None
30-0000-5-714000	VEHICLE PARTS	LIBERTYVILLE LINCOLN SA	TRANS MOUNT	5116956	03/22/2022	101.87	None
30-0000-5-714000	VEHICLE PARTS	LIBERTYVILLE LINCOLN SA	TRANS MOUNT	5116958	03/22/2022	101.87	None
30-0000-5-755000	LICENSE/TITLE/INSPECTION FEES	RONDOUT SERVICE CENTER	6-SAFETY TEST	115	03/22/2022	212.50	None
30-0000-5-789000	ACCIDENT DAMAGE EXPENSE	NAPA AUTO PARTS	MISC VEHICLE REPAIR P	75203	03/22/2022	26.09	None

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Fund: 30 VEHICLE MAINT/REPL SERVICE FD							
Department: 0000 GENERAL							
30-0000-6-782000	EMERGENCY LIGHTING VEHICLE PACKAG	HAVEY COMMUNICATIONS IN	LIGHTING VEHICLE PACK	11434	03/22/2022	8,101.20	None
30-0000-7-715000	MAINTENANCE OTHER EQUIPMENT	MANKOFF INDUSTRIES, INC	INSPECTION OF FUEL TA	5909	03/22/2022	195.00	None
				Total Department 0000 GENERAL		14,188.83	
				Total Fund 30 VEHICLE MAINT/REPL SERVICE FD		14,188.83	
Fund: 31 TECHNOLOGY EQUIP/REPL SER FD							
Department: 0000 GENERAL							
31-0000-4-719000	INTERNET ACCESS	COMCAST	SERVICE 3/1/22-3/31/2	141473993	03/22/2022	6,264.10	None
31-0000-4-719000	INTERNET ACCESS	COMCAST	SERVICE 3/1/22-3/31/2	141474014	03/22/2022	822.36	None
31-0000-5-730000	WEB PAGE SERVICES	CIVICPLUS, INC	ANNUAL FEE AND HOSTIN	222584	03/22/2022	2,570.18	None
31-0000-5-799000	MISCELLANEOUS	DROPBOX INC	SUBSCRIPTION FOR SHAR	DXQ91HZXGFYP	03/22/2022	119.88	None
31-0000-5-799000	MISCELLANEOUS	TELCOM INNOVATIONS GROU	LABOR CHG FOR BILLED	A58312	03/22/2022	108.75	None
				Total Department 0000 GENERAL		9,885.27	
				Total Fund 31 TECHNOLOGY EQUIP/REPL SER FD		9,885.27	
Fund: 40 PROJECT FUND							
Department: 0000 GENERAL							
40-0000-0-773000	ANNUAL ROAD IMPROVEMENT PRGM	GEWALT HAMILTON ASSOCIA	2022 MFT RESURFACING	4593.236-1	03/22/2022	1,825.00	None
				Total Department 0000 GENERAL		1,825.00	
				Total Fund 40 PROJECT FUND		1,825.00	
Fund: 45 PARK IMPROVEMENT FUND							
Department: 0000 GENERAL							
45-0000-0-782000	PARK IMPROVEMENT COSTS	CHICAGOLAND PAVING CONT	BUTLER LAKE LOT-CONST	215401	03/22/2022	88,027.00	None
45-0000-0-782000	BIKE RACK - CHARLES BROWN PARK	CORA BIKE RACK INC	BIKE RACKS FOR PKG LO	93755	03/22/2022	650.00	None
45-0000-0-782000	SHIPPING - BIKE RACK CHARLES BROW	CORA BIKE RACK INC	BIKE RACKS FOR PKG LO	93755	03/22/2022	176.90	None
45-0000-0-782000	FREIGHT	CORA BIKE RACK INC	BIKE RACKS FOR PKG LO	93755	03/22/2022	53.16	None
45-0000-0-782000	PARK IMPROVEMENT COSTS	TALLGRASS RESTORATION,	BUTLER LK SHORELINE M	2027458	03/22/2022	1,959.00	None
				Total Department 0000 GENERAL		90,866.06	
				Total Fund 45 PARK IMPROVEMENT FUND		90,866.06	
Fund: 46 PUBLIC BUILDING IMPROVEMENT FD							
Department: 0000 GENERAL							
46-0000-0-792000	S&U BATHROOM REMODEL PROJECT	SPECIALTIES DIRECT INC	S&U BATHROOM REMODEL	2136902-IN	03/22/2022	8,989.00	None
				Total Department 0000 GENERAL		8,989.00	
				Total Fund 46 PUBLIC BUILDING IMPROVEMENT FD		8,989.00	
Fund: 60 LIBERTYVILLE SPORTS COMP FUND							
Department: 6001 LSC-INDOOR SPORTS CENTER							
60-6001-2-747000	UNEMPLOYMENT BENEFITS	ILL DEPT OF EMPLOYMENT	STATEMENT PERIOD-9/5/	UI # 0801628	03/22/2022	412.00	None
60-6001-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 4/22	506198	03/22/2022	111.75	None
60-6001-5-750000	Program ID 10468	Eugene Cha	Program ID 10468	1015714.001	03/22/2022	28.76	None
60-6001-5-750000	Program ID 10470	Eugene Cha	Program ID 10468	1015714.001	03/22/2022	28.76	None
60-6001-7-712000	MAINTENANCE BUILDING	GENERAL MECHANICAL SERV	REPLACE SENSORS & RUN	SI2154093	03/22/2022	2,706.00	None
60-6001-7-714000	MAINTENANCE GROUNDS	TGF ENTERPRISES INC	SNOW PLOW SPREADER -	1063	03/22/2022	200.00	None
60-6001-7-714000	MAINTENANCE GROUNDS	TGF ENTERPRISES INC	SNOW PLOW SPREADER -	1098	03/22/2022	200.00	None
60-6001-7-714000	MAINTENANCE GROUNDS	TGF ENTERPRISES INC	SNOW PLOW - LSC RD	1117	03/22/2022	180.00	None

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 60 LIBERTYVILLE SPORTS COMP FUND							
Department: 6001 LSC-INDOOR SPORTS CENTER							
					Total Department 6001 LSC-INDOOR SPORTS CENTER	3,867.27	
					Total Fund 60 LIBERTYVILLE SPORTS COMP FUND	3,867.27	

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
--- TOTALS BY FUND ---							
		01	GENERAL FUND			252,479.72	
		05	FOREIGN FIRE INSURANCE TAX			1,331.10	
		09	TAX INCREMENT FIN DIST #1			236,522.92	
		13	HOTEL/MOTEL TAX FUND			4,113.69	
		14	COMMUTER PARKING FUND			14,940.55	
		20	UTILITY FUND			1,370,081.90	
		21	STORMWATER SEWER FUND			26,285.84	
		30	VEHICLE MAINT/REPL SERVICE FD			14,188.83	
		31	TECHNOLOGY EQUIP/REPL SER FD			9,885.27	
		40	PROJECT FUND			1,825.00	
		45	PARK IMPROVEMENT FUND			90,866.06	
		46	PUBLIC BUILDING IMPROVEMENT FD			8,989.00	
		60	LIBERTYVILLE SPORTS COMP FUND			3,867.27	
		Total For All Funds:				2,035,377.15	

Agenda Item No. 3D

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	March 22, 2022
Agenda Item:	Consideration of a Resolution Declaring a Surplus of Tax Increment Financing Funds
Staff Recommendation:	Approve Resolution
Staff Contact:	Nicholas A. Mostardo, Director of Finance

Background: In 2009, the Village entered into intergovernmental agreements with the taxing bodies included in the Tax Increment Financing (TIF) district to allow the Village to extend the expiration of the TIF from 2010 to 2021. This extension allowed the Village to complete additional parking improvements and construct additional parking areas.

Per the applicable intergovernmental agreements, the Village agreed to rebate 70% of all property tax increment to the taxing bodies on an annual basis.

In order to provide the rebate, the Village declares these funds surplus and forwards the surplus funds to the County Treasurer's Office. This allows the Treasurer to reallocate funds to the TIF taxing bodies. For the 2020 tax year, collected during 2021, the Village received $4,463,299 in property taxes for the TIF district. The proposed rebate is $3,124,309 (70% of the total). The estimated distribution of the surplus to the TIF taxing bodies is attached. The funds that are not declared surplus are used to pay the financing costs of the Church Street Parking Structure.

Staff is recommending Village Board approval of the attached Resolution.

RESOLUTION 22-R-XX

A RESOLUTION DECLARING A SURPLUS OF TAX INCREMENT FINANCING FUNDS

WHEREAS, on December 23, 1986, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* ("***TIF Act***"), the President and the Board of Trustees of the Village ("***Corporate Authorities***") adopted Ordinances No. _____, approving a redevelopment plan and project (***"Redevelopment Plan"***) for an area consisting generally of the downtown area of the Village and the industrial area to the east ("***Redevelopment Project Area***"), designating the Redevelopment Project Area as a redevelopment project area under the TIF Act, and adopting tax increment allocation financing for the Redevelopment Project Area; and

WHEREAS, on November 10, 2009, pursuant to the authority granted in Section 3.5(c)(70) of the TIF Act, the Corporate Authorities adopted Ordinance No. 09-O-06, amending the Redevelopment Plan to extend the duration of the Redevelopment Project Area and tax increment allocation financing for the Redevelopment Project Area through December 31, 2021; and

WHEREAS, pursuant to Section 7 of the TIF Act, the Village must annually calculate the amount of funds deposited into the special tax allocation fund for the Redevelopment Project Area that are not required, pledged, earmarked, or otherwise designated for payment of or securing of obligations or anticipated redevelopment project costs, and to designate that amount as "surplus" funds; and

WHEREAS, Section 7 of the TIF Act further requires the Village to cause the distribution of the surplus funds to the Illinois Department of Revenue, and the Village, for distribution to the other taxing districts with territory within the Redevelopment Project Area; and

WHEREAS, the Corporate Authorities now desire to cause the designation and distribution of surplus funds for the Redevelopment Project Area in accordance with Section 7 of the TIF Act;

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 hereby as if fully set forth as findings of the Village of Libertyville President and Board of Trustees.

SECTION 2: In accordance with and pursuant to Section 7 of the TIF Act, the Corporate Authorities find, determine, and declare that the amount of funds deposited in the special tax allocation fund for the Redevelopment Project Area that is not required, pledged, earmarked, or otherwise designated for payment of or securing of obligations or anticipated redevelopment project costs is $3,124,309.00.

SECTION 3: The Village Finance Director is hereby authorized and directed to cause the payment and distribution of the Surplus Funds designated in Section 2 of this Resolution, in the manner and proportion as specified in Section 7 of the TIF Act.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this __ day of March, 2022.

AYES:

NAYS:

ABSENT:

APPROVED this __ day of March, 2022.

_____
Donna Johnson, Village President

ATTEST:

_____
Luke Stowe, Village Clerk

Village of Libertyville
Downtown TIF
Estimated Property Tax Rebate - 2020 Tax Year (Payable in 2021)

Taxing District	2020 Tax Rate	2020 Property Tax Increment	Rebate (70%) to be distributed in March 2022
Lake County	0.598027	$ 341,344	$ 242,208
Forest Preserve	0.181818	$ 103,779	$ 73,639
College of Lake County	0.289671	$ 165,340	$ 117,320
Road & Bridge-Libertyville Township	0.060973	$ 34,802	$ 24,695
Libertyville Township	0.06566	$ 37,478	$ 26,593
School District #70	2.949154	$ 1,683,330	$ 1,194,444
High School District #128	2.603422	$ 1,485,992	$ 1,054,418
Cook Library	0.285658	$ 163,049	$ 115,695
Central Lake County JAWA	0	$ -	$ -
Village of Libertyville	0.679725	$ 387,976	$ 275,297
Total	7.714108	$ 4,403,091	$ 3,124,309
2020 EAV	57,078,418	4,403,091	
Tax Collection Rate	101.3674%	4,463,299	Final

Agenda Item No. 3E

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	March 22, 2022
Agenda Item:	Consideration of a Resolution Appointing Members to Village Commissions
Staff Recommendation:	Approve Resolution
Staff Contact:	Donna Johnson, Mayor

Background: Mayor Johnson recommends the appointment of Michael Haug to the Appearance Review Commission/Historic Preservation Commission due to the resignation of John Robbins, and the appointment of Heather McGreevey to the Sustain Libertyville Commission outlined in Exhibit A of the attached Resolution. All Commissions, terms and functions are outlined in Chapter 2 of the Municipal Code. A summary of the qualifications of the appointees is also included in the attached memorandum.

RESOLUTION NO. 22-R-

A RESOLUTION APPOINTING MEMBERS TO
VARIOUS VILLAGE COMMISSIONS

WHEREAS, the Libertyville Municipal Code establishes the Village commissions and terms and appointments of members; and

WHEREAS, annually the Village President appoints members to various commissions and reappoints members whose terms have expired.

NOW, THEREFORE, BE IT RESOLVED 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 fully set forth.

SECTION TWO: Appointment of New Members to Various Commissions. Appointment of Michael Haug to the Appearance Review Commission/Historic Preservation Commission and Heather McGreevey to the Sustain Libertyville Commission as indicated on Exhibit A.

SECTION THREE: Effective Date. This resolution shall be in full force and effect from and after its passage and approval by a majority of the Corporate Authorities then holding office.

PASSED this 22nd day of March, 2022.

AYES:

NAYES:

ABSENT:

APPROVED this 23rd day of March, 2022.

_____
Donna Johnson, Village President

ATTEST:

_____
Luke Stowe, Village Clerk

EXHIBIT A

Appearance Review Commission/Historic Preservation Commission:

	Commission Expires:
Michael Haug	May 2023

Sustain Libertyville Commission:

Heather McGreevey	May 2022

Michael C. Haug

126 Second Street, Libertyville, IL 60048

SUMMARY

Landscape Architect with 25 years of experience working in government, residential and commercial industries. Strong arts and design professional skilled in comprehensive planning, landscape architecture, civil engineering, horticulture, ecological restoration, and construction project management. Effective communicator with the public, staff, commissioners and external partners on design possibilities and their potential impact. Often requested and recommended for district-wide studies, committees, programs, and collaborative projects due to an ability to offer insight, listen and empathize with others while incorporating multiple departmental goals. Developed a diverse award-winning portfolio of 175+ public and private project designs.

EXPERIENCE

LAKE COUNTY FOREST PRESERVE DISTRICT

Landscape Architect (Planning and Land Preservation Department) – Libertyville, IL **2012 – present**

Utilized landscape architecture, horticulture, computer and engineering knowledge to plan, design and implement projects that synthesize recreation, preservation, restoration, and education. Managed project design, planning teams, consultants, and contractors to create spaces that foster the connection of people to nature, cultural history, health, and community. Presented projects to Board of Commissioner committees for approvals and at inter-departmental meetings for review and input. Monitored projects to ensure compliance with the National Park Service, Departments of Transportation, railroad companies, intergovernmental agreements, permit requirements, budgets, schedules, and contract specifications. Co-created the new Earthcaching Program.

Key Projects: Fort Sheridan Master Plan, Middlefork Savanna, Buffalo Creek Reservoir, Oriole Grove Master Plan
Additional Engagements:

- Districtwide Studies: Lake Michigan Water Trail collaboration, Public Access to Lake Michigan, Lake County Resident Attitude and Interest Survey, ADA boat launches, nature exploration areas, kiosk map signs
- Committees: Diversity & Inclusion, Roadmap 2025 Sustain Organizational Excellence, Roadmap 2025 Strengthen Connections-Human Interactions, Special Park District Forum-Marketing, Onboarding, Communication/Education & Outreach
- Internal Collaborative Projects: Ask-An-Educator Live (online program) Future of Play in the LCFPD, Words of The Woods Podcast: Find Your Trail, career video in our Dunn Museum, career video for use at high school career fairs, concepts for a Preservation Foundation donor wall
- External Collaborative Projects: Presentation to the Lake Bluff/Lake Forest Rotary Club (Preservation Foundation), 25K donor for overlook bench at Fort Sheridan (Preservation Foundation), CMAP's Round Lake Heights Comprehensive Plan, presentation at the Nature Explore Conference on the Children's Grove Play Area

Preserve Planner II (Planning, Conservation and Development Department) – Grayslake, IL **2003 – 2012**

Utilized landscape architecture, horticulture, computer and engineering knowledge to plan, design and implement projects that synthesize recreation, preservation, restoration, and education. Monitored projects to ensure compliance with permit requirements, intergovernmental agreements, budgets, schedules, and contract specifications. Served as the onboarding point person for two entry level landscape architects. Prepared and submitted for state/federal grants.

Key Projects: Nippersink Master Plan and Trail Extension, Millennium Trail, Marl Flat, Tree Planting Program
Additional Engagements:

- Districtwide Studies: small group picnic shelter design, pedestrian bridges as alternates to trail underpasses, tree planting program
- Committees: Green Committee
- Internal Collaborative Projects: Dunn Museum Design Team, on-site presentation for the Special Park District Forum at the Nippersink Forest Preserve

SCOTT BYRON & CO.

Landscape Designer (Design Department) – Lake Bluff, IL **1998 – 2003**

Designed complex residential and commercial landscape design projects involving historic renovation, deep ravines, 100-yr. floodplains, waterfalls, and major drainage/grading issues. Produced sketches, sections, elevations and plan renderings by hand and computer. Developed the CAD and survey program for the Design Department, including researching software and equipment, conducting interviews to fill program positions, and educating other designers on the use of CAD for our design process. Created and managed the Charrette Program for the department, which involves group design sessions, project site visits with salespeople and project managers, presentations by vendors and subcontractors, growing resource databases and libraries, and holding department development meetings.

Key Project: Rediscovered a lost heritage drawing of client's estate designed by O.C. Simonds and Howard Van Doren Shaw. With a modern interpretation, resurrected a unique early 1900's garden design inspired by a voyage to China.

MARIANI LANDSCAPE

Landscape Designer (Design Department) – Lake Bluff, IL **1996 – 1998**

Created residential and commercial landscape concepts. Developed hardscape/grading plans, planting plans, and construction details. Produced three-dimensional sketches, sections, elevations and plan renderings in marker, pencil, and ink for client presentations. Prepared visual materials and for presentations to city and village boards and park districts. Conducted site surveys to collect elevations, verify architectural plans and locate existing landscape elements.

EDUCATION/LICENSES/AWARDS

CORNELL UNIVERSITY

Master of Science in Horticulture (College of Agriculture and Life Sciences, Teaching Assistant) – Ithaca, NY **1996**
Bachelor of Science in Landscape Architecture (College of Agriculture and Life Sciences) – Ithaca, NY **1994**

UNIVERSITY OF COPENHAGEN

Denmark International Studies Program – Copenhagen, DENMARK **Fall Semester 1993**

LICENSES/CERTIFICATIONS

Registered Landscape Architect (License: 157.001401, State of Illinois) **2011**
Merit Badge Counselor (Northeast Illinois Council) Backpacking, Hiking, Landscape Architecture, Nature, Plant Science.

AWARDS

Buffalo Creek – Regional Resilience Award (from: Chicago Metropolitan Agency for Planning), BMP Project of the Year (from: Lake County Stormwater Management Commission)
Middlefork Savanna – Special Achievement Award (from: American Council of Engineering Companies), Project of the Year for Transportation $5M-$25M (from: American Public Works Association), Trails & Corridors- Class II Award (from: National Association of County Park and Recreation Officials)

VOLUNTEER EXPERIENCE

Boy Scouts of America – Northeast Illinois Council, Lake County IL **2011 – present**
Merit Badge Counselor: created a program to teach the Landscape Architecture Merit Badge. Den Leader for Cub Pack 72. Received the 2020 Silent Service Award in recognition of going above and beyond for the scouting movement.

North Shore Unitarian Church – Deerfield, IL **2008 – 2018**
Taught the Affirmation Class. Mentored a young man through the Affirmation process. Designed and project-managed a new courtyard design. Designed a memorial garden and assisted a scout in its construction as his Eagle Scout project.

Feed My Starving Children – Libertyville, IL **2011 – present**
Participated with Cub Pack 72, Scout Troop 71 as well as individually.

E-mail Completed form to vol@libertyville.com

Libertyville
spirit of independence

Village of Libertyville
Application for Appointment to Boards and Commissions

Name Heather McGreevy Date 9/30/21

Phone [redacted] E-mail [redacted]

Address 1137 Weeping Willow Ln

COMMISION(S) APPLYING FOR:

☐ PARKS & RECREATION ☐ HISTORIC PRESERVATION ☐ ARTS ☐ ZONING
☐ HUMAN RELATIONS ☐ APPEARANCE REVIEW ☐ PARKING ☐ ELECTRICAL
☐ PLAN ☐ BICYCLE ☑ SUSTAIN ☐ ECONOMIC DEVELOPMENT

Why are you interested in serving on the above commission(s)?

I am in a graduate program on conservation/environmental sustainability and am learning more about our issues with landfills, food waste etc. I feel that this is an important topic for the community. I am also broadly interested the our village understanding how they can make a difference with sustainabiliy.t

Please list your employment experience as it relates to the interested commission(s).

Employment is as a Business Analyst at BCU credit union in vernon hills. My environmental involvement is through volunteering and self-study.

Please list any Libertyville service activities that you have been involved in.

nothing specific.

Please list any other organizations you have led or participated in within Lake County.

20 year volunteer with Lake County Forest Preserve, also teaching Birds in my neighborhood with OpenLands. volunteer with Red Cross for flooding in 2017.

Agenda Item No. 3F

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	March 22, 2022
Agenda Item:	Consideration of an Ordinance Declaring Surplus Property
Staff Recommendation:	Approve Ordinance
Staff Contact:	Paul Kendzior, P.E., C.F.M., Director of Public Works

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Background: The attached Ordinance, which includes Exhibit A, lists two Public Works trucks for declaration as surplus.

- 2006 Ford Explorer: This vehicle has been replaced. Staff recommends the vehicle be sold on GovDeals, an online government auction site.

- 2006 Ford Explorer: This vehicle has been replaced. Staff recommends the vehicle be sold on GovDeals, an online government auction site.

Staff recommends approving the attached Ordinance to declare the above-mentioned Village property surplus.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 22-O-XX
AN ORDINANCE DECLARING SURPLUS
PROPERTY OWNED BY THE
VILLAGE OF LIBERTYVILLE

Adopted by the
President and Board of Trustees
Of
The Village of Libertyville
Lake County, Illinois
The ____ day of March, 2022.

Published in pamphlet form by direction
and authority of the Village of Libertyville
Lake County, Illinois
The ____ day of March, 2022.

VILLAGE OF LIBERTYVILLE
ORDINANCE 22-O-XX
AN ORDINANCE DECLARING SURPLUS PROPERTY OWNED
BY THE VILLAGE OF LIBERTYVILLE

WHEREAS, in the opinion of the Corporate Authorities of the Village of Libertyville, it is no longer necessary or useful, or in the best interest of, the Village of Libertyville to retain ownership of the personal property described in Exhibit A attached hereto and collectively referred hereinafter as ("Personal Property"); and

WHEREAS, it has been determined by the President and Board of Trustees of the Village of Libertyville to dispose of said Personal Property listed on Exhibit A in such a manner determined by the Village Administrator, with or without advertising the sale.

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

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

Section Two: Sale of Personal Property. Pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, the President and Board of Trustees of the Village of Libertyville hereby find that the Personal Property as listed on the attached Exhibit A now owned by the Village of Libertyville is no longer necessary or useful to the Village of Libertyville and the best interests of the Village of Libertyville will be served by its sale, donation, or disposal.

Section Three: Authorization of Sale. Pursuant to said statute, the Village Administrator is hereby authorized and directed to sell, donate, or dispose of the Personal Property listed on Exhibit A now owned by the Village of Libertyville in such a manner determined by the Village Administrator, with or without advertisement.

Section Four: Transfer of Title. Upon payment of the full price, the Village Administrator is hereby authorized and directed to convey and transfer title of the Surplus Property to the successful purchaser thereof and donate or dispose of said property.

Section Five: Agreement for Sale. The Village Administrator is hereby authorized to and may direct Village Staff to sell, donate or dispose of Personal Property listed in Exhibit A.

Section Six: Effective Date. This Ordinance shall be in full force and effect from and after its passage and provided by law.

PASSED this _____ day of _____, 2022.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2022.

_____
Donna Johnson, Village President

ATTEST:

_____
Luke Stowe, Village Clerk

Exhibit A

Item	Qty	Disposition	Department
2006 Ford Explorer Truck	1	Auction	Public Works
2006 Ford Explorer Truck	1	Auction	Public Works

Agenda Item No. 3G

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	March 22, 2022
Agenda Item:	Consideration of a Resolution to Approve a Confirming Resolution for Change Order No. 1 with Mauro Sewer Construction, Inc. for the 2021 Watermain Replacement Program
Staff Recommendation:	Approve Resolution
Staff Contact:	Paul Kendzior, P.E., C.F.M., Director of Public Works

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Background: On July 13, 2021, the Village Board approved a contract with Mauro Sewer Construction, Inc. in the amount of $1,015,602.50 for the 2021 Watermain Replacement Program (Resolution #21-R-105). During the course of construction, additional improvements were necessary that were not anticipated in the original project scope or contract. This work predominantly included additional pavement restoration along Mullady Parkway as well as other utility-related modifications. The additional work resulted in $12,660.98 of costs beyond the originally approved contract amount. All work was performed under the direct supervision of the Village's engineering consultant, Gewalt Hamilton Associates, and a letter has been provided by their office to further summarize the additional work and costs. A confirming Resolution is necessary because the work has already been completed.

Sufficient funds are available in the FY 2021/22 Annual Budget in the Utility Fund (Acct.# 20-2024-6-795) to accommodate this additional work. budget for this program. The Change Order increases the total price of the contract to $1,028,263.48, however the project is still under budget.

Staff recommends adoption of the attached Confirming Resolution for approval of Change Order No. 1 in the amount of $12,660.98 to the contract with Mauro Sewer Construction, Inc. for the 2021 Watermain Replacement Program.

RESOLUTION NO. 22-R-__

A CONFIRMING RESOLUTION TO APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT BETWEEN THE VILLAGE OF LIBERTYVILLE AND MAURO SEWER CONSTRUCTION, INC. FOR THE 2021 WATERMAIN REPLACEMENT PROGRAM

WHEREAS, the Village of Libertyville entered into a certain contract with Mauro Sewer Construction, Inc. for the 2021 Watermain Replacement Program, which was approved by the President and Village Board of Trustees on July 13, 2021; and

WHEREAS, it was discovered during the project that there was the need to perform additional pavement restoration and related work beyond the original Contract scope of services; and

WHEREAS, the cost of this additional work was $12,660.98; and

WHEREAS, sufficient funds are available to accommodate these additional services within the Utility Fund; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND 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: Change Order No. 1 is attached hereto as Exhibit A for a net increase of

$12,660.98 and by this reference incorporated herein and made a part hereof and hereby approved.

SECTION 3: The Village of Libertyville Board of Trustees approves Change Order No. 1 to the contract with Mauro Sewer Construction, Inc. for the 2021 Watermain Replacement Program in the amount of $12,660.98 and for a new total contract amount of $1,028,263.48.

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

PASSED this ___ day of _____, 2022.

AYES:

NAYS:

ABSENT:

APPROVED this ___ day of _____, 2022.

_____
Donna Johnson, Village President

ATTEST:

_____
Luke Stowe, Village Clerk

EXHIBIT A

Change Order No. 1

Contract Date:	07/13/2021
Change Order No.:	1
Date:	03/22/2022

Name of Project:	2021 Watermain Replacement Program
Owner:	Village of Libertyville
Contractor:	Mauro Sewer Construction, Inc.
Justification:	Additional costs associated with improvements (pavement restoration) not included within original project scope.

Change of Contract Price

Original Contract Price:	$ 1,015,602.50
The Contract Price due to this Change Order will be increased by:	$ 12,660.98
The New Contract Price including this Change Order will be:	**$ 1,028,263.48**

Approval Required:

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

Requested By:	Village of Libertyville Staff
Approve By:	Village of Libertyville Board of Trustees

This document shall become a supplement to the Contract and all provisions will apply hereto.

Approved:

_____ _____

Contractor – Mauro Sewer Construction, Inc. Date

Approved:

_____ _____

Owner – Village of Libertyville Date

Mauro Sewer Construction, Inc.

1251 Redeker Road • Des Plaines, IL • 60016 (847) 803-2033 • FAX: (847) 803-2034

PROJECT:
2021 WATER MAIN IMPROVEMENTS
VILLAGE OF LIBERTYVILLE
JOB #2128

BILL TO:
VILLAGE OF LIBERTYVILLE-DEPT. OF PUBLIC WORKS
200 E. COOK AVENUE
LIBERTYVILLE, IL 60048

INVOICE

February 1, 2022

INVOICE: 2128-04

ITEM #	DESCRIPTION					COMPLETED TO DATE	
		UNIT	QTY	UNIT PRICE	TOTAL AMOUNT	QTY	TOTAL AMOUNT
1	Root Pruning (Special)	FT	350	$ 2.00	$ 700.00	0.00	$ -
2	Tree and Landscape Material Protection (Special)	FT	1750	$ 1.25	$ 2,187.50	0.00	$ -
3	Trench Backfill (Special)	CY	2000	$ 15.00	$ 30,000.00	2321.10	$ 34,816.50
4	Erosion and Sediment Control (Special)	LSUM	1	$ 1,500.00	$ 1,500.00	1.00	$ 1,500.00
5	General Landscape Restoration (Special)	SY	4400	$ 12.50	$ 55,000.00	1312.00	$ 16,400.00
7	Exploratory Excavation, Paved Area <10' Depth (Special)	CY	60	$ 20.00	$ 1,200.00	19.30	$ 386.00
8	Subbase Granular Material, Type B 4"	SY	200	$ 5.00	$ 1,000.00	0.00	$ -
9	Subbase Granular Material, Type B 10"	SY	1250	$ 8.00	$ 10,000.00	0.00	$ -
10	Driveway Pavement Removal (Special)	SY	120	$ 8.00	$ 960.00	542.70	$ 4,341.60
11	Class D Patches, Type IV, 8"	SY	1150	$ 67.00	$ 77,050.00	2186.30	$ 146,482.10
12	Class D Patches, Type IV, 6"	SY	100	$ 60.00	$ 6,000.00	0.00	$ -
13	HMA Driveway Pavement	SY	120	$ 46.00	$ 5,520.00	0.00	$ -
14	Portland Cement Concrete Sidewalk, 5 Inch	SF	1600	$ 9.25	$ 14,800.00	2311.00	$ 21,376.75
15	Portland Cement Concrete Driveway, 6 Inch	SF	100	$ 12.00	$ 1,200.00	542.70	$ 6,512.40
17	Sidewalk Removal (Special)	SF	1600	$ 1.00	$ 1,600.00	2311.00	$ 2,311.00
18	Combination Curb and Gutter Removal, Type Varies (Special)	FT	400	$ 5.00	$ 2,000.00	523.00	$ 2,615.00
19	Combination Concrete Curb and Gutter, Type Varies	FT	400	$ 38.00	$ 15,200.00	523.00	$ 19,874.00
20	Pipe to be Removed (Special)	FT	220	$ 10.00	$ 2,200.00	182.90	$ 1,829.00
24	Storm Sewers, Type 1, Water Main Quality, 8" (Special)	FT	20	$ 35.00	$ 700.00	6.00	$ 210.00
25	Storm Sewers, Type 1, Water Main Quality, 10" (Special)	FT	150	$ 52.00	$ 7,800.00	140.90	$ 7,326.80
26	Storm Sewers, Type 1, Water Main Quality, 12" (Special)	FT	20	$ 65.00	$ 1,300.00	19.00	$ 1,235.00
27	Storm Sewers, Type 1, Water Main Quality, 18" (Special)	FT	30	$ 100.00	$ 3,000.00	19.00	$ 1,900.00
28	Sanitary Sewer, Water Main Quality, 8" (Special)	FT	20	$ 145.00	$ 2,900.00	0.00	$ -
29	Sanitary Sewer, Water Main Quality, 10" (Special)	FT	20	$ 200.00	$ 4,000.00	0.00	$ -
30	Ductile Iron Water Main, Class 52, 6" (Special)	FT	150	$ 75.00	$ 11,250.00	109.70	$ 8,227.50
31	Ductile Iron Water Main, Class 52, 8" (Special)	FT	2720	$ 88.00	$ 239,360.00	2656.00	$ 233,728.00
33	Polywrap Water Main (Special)	FT	2870	$ 1.00	$ 2,870.00	2772.20	$ 2,772.20
34	Tracer Wire (Special)	FT	2870	$ 1.00	$ 2,870.00	0.00	$ -
36	Water Valves 8" in 60" Valve Vault (Special)	EA	7	$ 4,400.00	$ 30,800.00	7.00	$ 30,800.00
37	Pressure Connection 8" in 60" Valve Vault (Special)	EA	2	$ 5,500.00	$ 11,000.00	2.00	$ 11,000.00
38	Replace Valve in Existing Vault, 8" (Special)	EA	1	$ 3,000.00	$ 3,000.00	0.00	$ -
39	Ductile Iron Water Main Fittings & Accessories (Special)	LBS	700	$ 2.00	$ 1,400.00	857.00	$ 1,714.00
40	Fire Hydrants to be Removed (Special)	EA	8	$ 300.00	$ 2,400.00	8.00	$ 2,400.00
41	Remove Valve Vault (Special)	EA	4	$ 200.00	$ 800.00	2.00	$ 400.00
42	Remove Valve Box (Special)	EA	2	$ 100.00	$ 200.00	5.00	$ 500.00
43	Fire Hydrant Complete (Special)	EA	8	$ 5,350.00	$ 42,800.00	8.00	$ 42,800.00
44	Connection to Existing Water Main (Non Pressure) (Special)	EA	3	$ 2,400.00	$ 7,200.00	3.00	$ 7,200.00
45	Water Service Connection, Long Side (up to 2 inches)	EA	14	$ 2,550.00	$ 35,700.00	16.00	$ 40,800.00
46	Water Service Connection, Short Side (up to 2 inches)	EA	28	$ 1,925.00	$ 53,900.00	33.00	$ 63,525.00
47	Adjusting Sanitary/Storm Services (Special)	FT	280	$ 40.00	$ 11,200.00	78.40	$ 3,136.00
48	Cut and Cap Water Main (Special)	EA	2	$ 1,000.00	$ 2,000.00	5.00	$ 5,000.00
50	Street Sweeping (Special)	EA	10	$ 400.00	$ 4,000.00	12.00	$ 4,800.00
51	Traffic Control and Protection (Special)	LSUM	1	$ 65,000.00	$ 65,000.00	1.00	$ 65,000.00
53	Line Stop, 8" (Special)	EA	1	$ 5,000.00	$ 5,000.00	0.00	$ -
54	Storm Sewer Connection (Special)	EA	13	$ 1,000.00	$ 13,000.00	11.00	$ 11,000.00
55	Sanitary Sewer Connection (Special)	EA	4	$ 1,250.00	$ 5,000.00	0.00	$ -
56	Thermoplastic Pavement Marking - 6"	FT	60	$ 55.00	$ 3,300.00	0.00	$ -
58	Non Special Waste Disposal	CY	350	$ 40.00	$ 14,000.00	149.40	$ 5,976.00
59	Special Waste Plans and Reports	LSUM	1	$ 8,975.00	$ 8,975.00	0.00	$ -
60	Soil Disposal Analysis	EA	2	$ 1,800.00	$ 3,600.00	0.00	$ -
61	Priority Pollutants Soil Analysis	EA	6	$ 1,400.00	$ 8,400.00	0.00	$ -
	CONTRACT TOTAL					0.00	**$ 809,894.85**
AUP 01	REMOVAL OF 320' OF OLD GAS MAIN	FT		$ 6.50	$ -	320.00	$ 2,080.00
AUP 02	SHORT SPRINKLER LINE REPAIR	EA		$ 189.00	$ -	4.00	$ 756.00
AUP 05	2" MIL AND OVERLAY	SY		$ 50.25	$ -	636.00	$ 31,959.00
	EXTRAS TOTAL						**$ 34,795.00**
	BASE TOTAL						**$ 844,689.85**
1	Root Pruning (Special)	FT	100.0	$ 2.00	$ 200.00	0.00	$ -
2	Tree and Landscape Material Protection (Special)	FT	280.0	$ 1.25	$ 350.00	50.00	$ 62.50
3	Trench Backfill (Special)	CY	150.0	$ 15.00	$ 2,250.00	344.40	$ 5,166.00
4	Erosion and Sediment Control (Special)	LSUM	1.0	$ 700.00	$ 700.00	1.00	$ 700.00
5	General Landscape Restoration (Special)	SY	280.0	$ 12.50	$ 3,500.00	285.20	$ 3,565.00
6	Tree Tunneling (Special)	FT	10.0	$ 350.00	$ 3,500.00	0.00	$ -
8	Subbase Granular Material, Type B 4"	SY	80.0	$ 5.00	$ 400.00	0.00	$ -
9	Subbase Granular Material, Type B 10"	SY	60.0	$ 8.00	$ 480.00	0.00	$ -
10	Driveway Pavement Removal (Special)	SY	20.0	$ 8.00	$ 160.00	19.90	$ 15

12	Class D Patches, Type IV, 6"	SY	60.0	$ 60.00	$ 3,600.00	136.10	$ 8,166.00
13	HMA Driveway Pavement	SY	20.0	$ 46.00	$ 920.00	7.90	$ 363.40
14	Portland Cement Concrete Sidewalk, 5 Inch	SF	580.0	$ 9.25	$ 5,365.00	785.50	$ 7,265.88
16	Detectable Warnings	SF	30.0	$ 45.00	$ 1,350.00	30.00	$ 1,350.00
17	Sidewalk Removal (Special)	SF	580.0	$ 1.00	$ 580.00	606.30	$ 606.30
18	Combination Curb and Gutter Removal, Type Varies (Special)	FT	90.0	$ 5.00	$ 450.00	124.00	$ 620.00
19	Combination Concrete Curb and Gutter, Type Varies	FT	90.0	$ 58.00	$ 5,220.00	124.00	$ 7,192.00
20	Pipe to be Removed (Special)	FT	100.0	$ 10.00	$ 1,000.00	73.70	$ 737.00
21	Structures to be Removed (Special)	EA	2.0	$ 500.00	$ 1,000.00	2.00	$ 1,000.00
22	Catch Basin, Type C 24" Type 11 FR & GR	EA	1.0	$ 1,700.00	$ 1,700.00	1.00	$ 1,700.00
23	Catch Basin, Type A 48" Type 11 FR & GR	EA	1.0	$ 4,000.00	$ 4,000.00	1.00	$ 4,000.00
26	Storm Sewers, Type 1, Water Main Quality, 12" (Special)	FT	100.0	$ 69.00	$ 6,900.00	91.70	$ 6,327.30
30	Ductile Iron Water Main, Class 52, 6" (Special)	FT	60.0	$ 75.00	$ 4,500.00	66.20	$ 4,965.00
31	Ductile Iron Water Main, Class 52, 8" (Special)	FT	80.0	$ 100.00	$ 8,000.00	159.50	$ 15,950.00
32	Ductile Iron Water Main, Class 52, 8" Directionally Drilled (Special)	FT	360.0	$ 144.00	$ 51,840.00	280.00	$ 40,320.00
33	Polywrap Water Main (Special)	FT	500.0	$ 1.00	$ 500.00	344.70	$ 344.70
34	Tracer Wire (Special)	FT	500.0	$ 1.00	$ 500.00	0.00	$ -
35	Water Valves 6" in 60" Valve Vault (Special)	FT	1.0	$ 4,000.00	$ 4,000.00	1.00	$ 4,000.00
36	Water Valves 8" in 60" Valve Vault (Special)	EA	1.0	$ 4,750.00	$ 4,750.00	1.00	$ 4,750.00
37	Pressure Connection 8" in 60" Valve Vault (Special)	EA	1.0	$ 5,900.00	$ 5,900.00	1.00	$ 5,900.00
39	Ductile Iron Water Main Fittings & Accessories (Special)	LBS	100.0	$ 2.00	$ 200.00	351.00	$ 702.00
40	Fire Hydrants to be Removed (Special)	EA	1.0	$ 300.00	$ 300.00	1.00	$ 300.00
43	Fire Hydrant Complete (Special)	EA	2.0	$ 5,350.00	$ 10,700.00	2.00	$ 10,700.00
44	Connection to Existing Water Main (Non Pressure) (Special)	EA	2.0	$ 2,400.00	$ 4,800.00	2.00	$ 4,800.00
45	Water Service Connection, Long Side (up to 2 inches)	EA	3.0	$ 2,550.00	$ 7,650.00	3.00	$ 7,650.00
46	Water Service Connection, Short Side (up to 2 inches)	EA	5.0	$ 1,925.00	$ 9,625.00	5.00	$ 9,625.00
47	Adjusting Sanitary/Storm Services (Special)	FT	40.0	$ 40.00	$ 1,600.00	0.00	$ -
48	Cut and Cap Water Main (Special)	EA	1.0	$ 1,000.00	$ 1,000.00	2.00	$ 2,000.00
49	Remove and Resetting Street Signs (Special)	EA	3.0	$ 150.00	$ 450.00	4.00	$ 600.00
50	Street Sweeping (Special)	EA	2.0	$ 400.00	$ 800.00	2.00	$ 800.00
51	Traffic Control and Protection (Special)	LSUM	1.0	$ 9,000.00	$ 9,000.00	1.00	$ 9,000.00
52	Line Stop, 6" (Special)	EA	1.0	$ 5,000.00	$ 5,000.00	0.00	$ -
54	Storm Sewer Connection (Special)	EA	3.0	$ 1,000.00	$ 3,000.00	3.00	$ 3,000.00
57	Thermoplastic Pavement Marking - 12"	FT	51.0	$ 20.00	$ 1,020.00	0.00	$ -
	CONTRACT TOTAL					0.00	**$ 174,387.28**
AUP 3	TEMP PAVEMENT PATCH			$ 179.00		5.65	$ 1,011.35
AUP 4	CIRCLE DR HYDRANT & VALVE			$ 8,175.00	$ -	1.00	$ 8,175.00
	EXTRAS TOTAL						**$ 9,186.35**
	ALT TOTAL						**$ 183,573.63**

WORK COMPLETED TO DATE:	$ 1,028,263.48
LESS 10% RETENTION:	$ -
SUBTOTAL:	$ 1,028,263.48
LESS PREVIOUS PAYMENTS:	$ 1,015,602.50
AMOUNT DUE:	$ 12,660.98
BALANCE	$ -

GHA GEWALT HAMILTON ASSOCIATES, INC.
CONSULTING ENGINEERS
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www.gha-engineers.com

March 14, 2022

Jeff Cooper P.E., Village Engineer
Village of Libertyville
200 East Cook Ave
Libertyville, Illinois 60048

Re: 2021 Water Main Improvements
Pay Request #4 and Final - Mauro Sewer Construction, Inc.

Dear Mr. Cooper:

Mauro Sewer Construction, Inc. has submitted the final pay request for the 2021 Water Main Improvement project. The awarded amount for the project was $1,015,602.50. The total value of work completed is $1,028,263.48 which is $12,660.98 above the original Contract. The total amount paid to date is $1,015,602.50 resulting in a balance due of $12,660.98. Invoice #2128-04 in the amount of $12,660.98 represents payment for work above the original Contract. Please note the summary shown below.

Summary

	2021 Water Main Improvements
Approved Contract Amount	$1,015,602.50
Total Value of Work Completed	$1,028,263.48
Total Value of Work Above Approved Contract	$12,660.98
Total of Previous Payments	$1,015,602.50
Balance Due	**$12,660.98**

As you are aware, this was a unit cost project with many pay items on both the base bid and the alternate. Our best efforts are used to quantify and/or estimate all pay items and include all materials and work anticipated throughout the course of the project. Many items were well below expected quantities and some were above. Savings were identified throughout the project during construction but the amount of extra work required was slightly higher than savings that were identified. Additional work added throughout the course of construction included; removal of old gas main pipe, irrigation system repair, expanded asphalt replacement limits, addition of a fire hydrant and valve, and some temporary pavement material for added resident benefit.

Our office has reviewed Mauro Sewer Construction, Inc.'s final invoices and final waivers of lien and are in agreement with their documentation. We recommend approval of final payment in the amount of $12,660.98. The invoice, waiver of lien to date, and Gewalt Hamilton's quantity worksheets are attached.

Any questions or comments, please feel free to contact me.

Sincerely,
Gewalt Hamilton Associates

Chuck Bodden
Engineer Technician IV

Cc: Brian Wesolowski, P.E.

Agenda Item No. 3H

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: March 22, 2022

Agenda Item: Consideration of a Resolution to Approve an Intergovernmental Agreement with the County of Lake and the Lake County ETSB

Staff Recommendation: Approve Resolution

Staff Contact: Richard M. Carani, Fire Chief
Ed Roncone, Police Chief

Background: The Village of Libertyville is one of twenty members in the Lake County 911 consolidation group. Currently, the 911 consolidation group is completing Phase 1 of a three-phase consolidation process, this included the purchase of a new Computer Aided Dispatch (CAD) and Mobile system to link all Lake County police and fire agencies together. The Lake County Emergency Telephone System Board (ETSB) purchased the CAD and Mobile system from Tyler Technologies. Once operational, consolidation members will use the new CAD and Mobile system. In order to be a user of the CAD system, the Village will need to approve an IGA with the Lake County ETSB and Lake County.

Currently, the Lake County ETSB owns a CAD and Mobile system called Enroute, this system will be phased out when the new CAD and Mobile system (Tyler) is operational in early 2023. Fire and police agencies in Lake County who currently operate on the Enroute CAD system operate under a similar IGA. The Village is operating under the current IGA with Lake County ETSB. The Libertyville Police currently utilize the Tyler New World CAD and Mobile system through the Vernon Hills Dispatch Center. They will join the new County CAD and Mobile system when it becomes operational.

The new IGA with the Lake County ETSB is similar to the existing IGA for use of the CAD and Mobile. The Village will be responsible for an annual payment to the Lake County ETSB for use of the CAD and Mobile system. These payments are for Mobile support and CAD support, the annual cost will be divided by all users of the Lake County CAD system. The Village of Libertyville will be invoiced annually for the number of fire and police mobile users, plus an additional fixed fee for data storage costs ($1,500 for fire and $3,000 for police).

Staff recommends Village Board approval of the attached Resolution and authorize the Mayor to execute the Intergovernmental Agreement with Lake County and Lake County ETSB.

RESOLUTION NO. 22-R-

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BEWTEEN LAKE COUNTY, LAKE COUNTY ETSB AND THE VILLAGE OF LIBERTYVILLE

WHEREAS, the Village of Libertyville is a municipal organization which operates a fulltime Fire Department and Police Department; and

WHEREAS, the Libertyville Fire and Police Departments receive emergency requests for service through the use of the 911 system; and

WHEREAS, the dispatch of emergency 911 calls and transmission of critical call information is greatly enhanced using mobile data terminals and a computer aided dispatch (CAD) system; and

WHEREAS, the Village of Libertyville and the Lake County ETSB are members of the Lake County 911 consolidation group; and

WHEREAS, the Lake County ETSB has purchased the recommended CAD and Mobile technology which is part of the Phase 1 technology consolidation; and

WHEREAS, the Village of Libertyville wishes to be a member of the CAD and Mobile system owned by the ETSB as part of the technology consolidation process; and

WHEREAS, the Village of Libertyville police and fire departments will be a CAD and Mobile user subject to an annual fee for maintenance, support and data storage; and

WHEREAS, the Village of Libertyville will benefit as a shared user of the CAD and Mobile system through the reduced cost of the maintenance and support of the new technology.

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 Village of Libertyville Board of Trustees approves the Intergovernmental Agreement between Lake County, the Lake County ETSB and the Village of Libertyville and authorizes the Mayor to sign the Agreement.

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

PASSED this 22nd day of March 2022.

AYES:

NAYS:

ABSENT:

APPROVED this 22nd day of March 2022.

_____
Donna Johnson, Village President

ATTEST:

_____
Luke Stowe, Village Clerk

INTERGOVERNMENTAL AGREEMENT FOR THE COLLABORATIVE USE OF THE LAKE COUNTY ETSB CAD AND MOBILE SYSTEMS

This Intergovernmental Agreement ("**Agreement**") arises under the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*) and is between the County of Lake, a county existing under the Counties Code (55 ILCS 5/1-1001 *et seq.*) and acting through its Lake County Emergency Telephone System Board ("**LCETSB**"), and [EMERGENCY TELEPHONE SYSTEM BOARD] an entity formed through an intergovernmental agreement under 50 ILCS 750/15.4 ("**ETSB**") or [Village of Libertyville] a municipal corporation operating under 65 ILCS 5/1-1-1 *et seq.* ("**Municipality**"). Together, the LCETSB and ETSB or Municipality may be referred to below as "**Party**/**Parties**."

Recitals

Whereas:

1. The County and ETSB or Municipality are units of local government authorized to enter into this Agreement under the Constitution of the State of Illinois of 1970, Article VII, Section 10, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

2. As part of a collaborative process through which 21 municipalities and law enforcement entities sought a provider for a variety of law enforcement software solutions, the County, in conjunction with the Lake County ETSB, contracted with Tyler Technologies to license and support Computer Aided Dispatch (CAD) and Mobile systems. The CAD is a law and fire incident processing system that enables entry and tracking of emergency calls for service by a PSAP and Mobile software to provide incident data to first responders.

3. The LCETSB-Tyler contract includes a site license "for the licensed CAD and Mobile software for any agency in the geographic confines of Lake County." This Agreement relates only to the CAD and Mobile components of the LCETSB-Tyler contract.

4. ETSB or Municipality is located within the geographic confines of Lake County, Illinois.

5. ETSB or Municipality seeks to join the LCETSB in using the CAD and Mobile and is willing to pay its proportionate cost for the maintenance of the system under the terms set forth below.

In light of the foregoing, the Parties agree as follows:

Article 1. **Services Provided; Implementation; Additional Services**.

1.1 **Services**. The CAD and Mobile services included in the contract with Tyler, and which ETSB or Municipality can use under this Agreement and the terms of the Tyler license, are listed on **Exhibit A** to this Agreement.

1.2 **Location**. The LCETSB, in cooperation with the Lake County Sheriff's Office (Sheriff) will be responsible for maintaining the CAD and Mobile systems on its servers, including providing updates to the servers, CAD, and Mobile. The CAD and Mobile will be hosted in Lake County on servers in two geographically separate locations, such that any one location will enable the service's operation. Access to the CAD will be through a private public safety broadband network and Mobile services will be through encrypted commercial wireless networks. The CAD and Mobile services will be redundantly backed up, including through the use of hardware and software services provided by Rubrik.com, to include malware and ransomware protection. Database backups and server snapshots will occur at regular intervals daily. The LCETSB is a member of the Multi-State Information Sharing & Analysis Center (MS-ISAC), and all municipalities participating in this IGA are encouraged to also participate in MS-ISAC.

1.3 **Technical Support; FOIA**.

1.3.1 The LCETSB's Office maintains 24/7 IT Support and will, to the best of its ability using those resources, support all users in troubleshooting technical issues arising from the CAD or Mobile. Technical issues requiring the expertise of Tyler Technologies shall be coordinated by the LCETSB's IT personnel, provided that any costs that arise because they are outside of the Tyler-LCETSB CAD or Mobile maintenance agreement shall be brought to the CAD Working Group, defined below, for discussion and consensus decision making.

1.3.2 Freedom of Information Act requests directed at the data of any particular municipality or agency shall be the responsibility of that municipality or agency. The LCETSB may provide assistance to access information, when needed.

1.4 **Implementation Costs**. During the LCETSB's initial implementation of the CAD and Mobile, the cost and terms of participating in the system(s) is set forth on **Exhibit B** to this Agreement. Payment of the data conversion fee, as well as any modules selected by ETSB or Municipality, shall be at the prices set forth in Exhibit B and be due upon the effective date of this Agreement. Implementation costs are separate from and in addition to the ongoing cost-sharing payments that shall be regularly due in six-month intervals, once the maintenance and support costs begin, which is scheduled for May 2023.

1.5 **Additional Services**. Any services not set forth on Exhibit A shall be "**Additional Services**." Additional Services may be added only with (a) the LCETSB's written consent, which shall be made in consultation with the CAD Working Group and, if necessary, (b) a Statement of Work from Tyler, outlining the cost, which ETSB or Municipality shall bear if the Additional Services are for the benefit of ETSB or Municipality (as opposed to for the benefit of all CAD and Mobile Users).

Article 2. **Terms of Use**.

2.1 **CAD Working Group**. Collaborative governance of the CAD and Mobile shall occur through CAD and Mobile Working Groups made up of representatives from the participating agencies or PSAPs that are using the CAD or Mobile. Among other tasks, the CAD Working Group shall be tasked with creating policies and procedures related to the use, functionality, and further development of the CAD or Mobile. The CAD Working Group shall also provide input into how future enhancements to the system are funded.

2.2 **Conditions of Use**. The LCETSB shall provide the CAD and Mobile services to the ETSB or Municipality by assisting the ETSB or Municipality's staff in setting up a connection through which the ETSB or Municipality can access and otherwise use the CAD or Mobile. Such assistance shall encompass configuring the CAD or Mobile to accommodate the users for which Municipality pays (with each agency or municipality being made up of multiple users), under the payment terms listed further below. Any integration assistance that cannot be performed by the LCETSB may require a statement of work (SOW) from Tyler Technologies, for which the Municipality must separately pay. If such an SOW is necessary, then the LCETSB will assist ETSB or Municipality in obtaining it.

Use of the CAD or Mobile shall be conditioned on the following:

2.2.1 **Authority to Control CAD and Mobile**. The CAD and Mobile, its systems, programs, and reports, shall remain solely under the control of the LCETSB, with input from the CAD Working Group. No ETSB or municipality or agency using the CAD or Mobile shall have direct CAD or Mobile programming access, or the right or ability to modify the CAD or Mobile operating system, utilities or vendor software, and no CAD or Mobile system administration authority. No ETSB or municipality or agency shall have the right to install, or have installed, any software, programs (apps), or similar add-on components on the computer hardware operating the CAD or Mobile system.

2.2.2 **Authority to Modify CAD or Mobile**. For the benefit of all of the CAD and Mobile users, including ETSB or Municipality, the LCETSB shall retain the exclusive authority to program, modify, upgrade, administer and otherwise alter the CAD, Mobile, and its systems. The LCETSB shall provide reasonable notice of changes to the CAD and Mobile and its systems that will affect the CAD and Mobile users. For more significant changes that may affect ETSB or Municipality's ability to access the CAD and Mobile on a more-than-temporary basis, the LCETSB will provide notice sufficient to allow ETSB or Municipality to mitigate such access issues. Such notice shall be provided no less than 14 days prior to the change.

2.2.3 **Additional Agencies**. The LCETSB, with input from the CAD Working Group, retains the exclusive right to approve any additional agencies or units of local government that seek access to the CAD and Mobile and its systems through ETSB or Municipality or otherwise, under terms consistent with this Agreement. Any entities joining that exist outside of the geographic confines of Lake County may require the additional approval of Tyler Technologies.

2.2.4 **Connection; Equipment**. Municipality must at all times provide proper equipment and connections to the CAD and Mobile servers to connect Municipality's users to the CAD or Mobile. ETSB or Municipality shall be responsible for the procurement of all third-party software and a sufficient internet connection (e.g., software for a firewall; a subscription to a business-grade internet connection) including updates, upgrades, service/maintenance packs, and hardware necessary to operate the system on its premises or in its vehicles.

2.2.5 **Payment**. Use of the CAD or Mobile shall at all times be conditioned upon timely payment of the invoices issued annually.

2.2.6 **Misuse of System**. Municipal or agency users who misuse the CAD or Mobile system may have their access terminated. Misuse shall include without limitation: (a) accessing the system for purposes outside the scope of a user's employment; (b) creating security issues (including without limitation data breaches) that jeopardize the integrity of the system; (c) violating the policies and procedures created by the CAD Working Group. Notice of any such termination shall be provided in advance, where feasible, but may also occur without notification in emergency situations. The CAD Working Group shall assist in adjudicating disputes about access termination, or about the right to reestablish access to the system. Termination of a user's access for misusing the system shall not entitle ETSB or Municipality to a pro rata refund of any invoice that has already been issued.

2.3 **Underlying License and Support Agreements; Changes**. The LCETSB shall maintain the CAD and Mobile software license and maintenance and support agreement with Tyler Technologies to ensure the CAD and Mobile services remain available and supported throughout the term (including renewal terms) of this Agreement. Additionally, the LCETSB agrees to notify ETSB or Municipality if the LCETSB issues a request for proposals or begins other procurement processes to change the CAD or Mobile from Tyler Technologies to another vendor. The LCETSB shall make any procurement documents available to ETSB or Municipality at the time they are issued.

Article 3. **Cost-Sharing; Payment Terms.**

3.1 **Licensing Costs**. No license costs shall be due under the terms of this Agreement.

3.2 **Cost-Share Calculation; Mobile CAD User Fee**. To provide for the CAD and Mobile maintenance and support, ETSB or Municipality agrees to share the total such costs with all other users of the CAD or Mobile, pro rata (each ETSB or Municipality or agency will have multiple "users," which are the individuals who access the CAD or Mobile system). In addition, along with similar funding from the LCETSB, Municipality agrees to pay an annual fixed Mobile CAD User fee, as established by the LCETSB (and currently $3,000 for law agencies and $1,500 for fire agencies) to support data storage and infrastructure costs. The Mobile CAD User fee shall be nonrefundable and will be included in the annual maintenance support invoice. The LCETSB shall evaluate the CAD User fee from time to time and notice shall be give if any changes are made.

By way of example, costs shall be calculated and invoiced annually by calculating the number system installs. By way of example, the first year's maintenance and support fee totals $90,025 plus the CAD User Fee.

MOBILE COST-SHARE FOR CAD The system has **738 mobile installs**,

Lake County ETSB has 329 installs and
Municipality A has **50 installs**, and
Municipality B has **50 installs**,
[**Municipalities C–G** totaling and additional **306 installs**]

The annual support cost for to use the Mobile for CAD would be:

($90,025 ÷ 738) x [# of Municipality installs, *e.g. 50*] = $6,099.25, plus $3,000 for law agencies or $1,500 for fire agencies.

Total annual invoice = $9,099.25 for a law agency (or $7,599.25 for a fire agency).

3.3 **Invoices; Payment Terms**. Invoices for Municipality's cost-sharing and CAD Mobile User Fee amount shall be issued in May, starting in May 2023, using the invoicing template set forth in Exhibit C. All payments under this Agreement

shall be made under the terms of the Illinois Prompt Payment Act, 50 ILCS 505/1 *et seq.*, which generally requires approval of a bill within 30 days of receiving the invoice for the services contained in it, and payment within an additional 30 days.

Article 4. **Designated Representative and Notices.**

4.1 The LCETSB and ETSB or Municipality shall each provide contact information for Designated Representatives who shall coordinate the services governed by this Agreement.

The LCETSB's Initial Designated Representative is: Steven Winnecke

ETSB or Municipality's Initial Designated Representative is:

4.2 **Change in Designated Representative.** The Parties may change their Designated Representative by providing notice of such change with the contact information for the new Designated Representative in accordance with the "Notices" section of this Agreement.

4.3 **Notices.**
Notice may be given by email to the officials listed below, at their then-current email address, but shall not be deemed received unless the recipient acknowledges receipt.

In addition to or in lieu of email, all notices and other communications regarding the terms of this Agreement shall be in writing and shall be deemed received within three business days after being deposited in the U.S. Mail, proper postage prepaid, if properly addressed as follows, respectively:

To the LCETSB:
Attn: Steven Winnecke
1300 S. Gilmer Rd
Volo, IL 60073
Email: SWinnecke@lakecounty911.org

To Municipality:
Attn: Kelly Amidei
118 West Cook Street
Libertyville, IL 60048
Email: kamidei@libertyville.com

Article 5. **Acknowledgements and Other Provisions.**

5.1 **Force majeure.** (a) If a Force Majeure Event occurs, the party that is prevented by that Force Majeure Event from performing any one or more obligations under

this agreement (the "**Nonperforming Party**") will be excused from performing those obligations, on condition that (1) the Nonperforming Party used reasonable efforts to perform those obligations, (2) the Nonperforming Party's inability to perform those obligations is not due to its failure to take reasonable measures to

protect itself against the event or circumstance giving rise to the Force Majeure Event, and (3) the Nonperforming Party complies with its obligations under section 5.1(c).

(b) For purposes of this agreement, "**Force Majeure Event**" means, with respect to a party, any event or circumstance, regardless of whether it was foreseeable, that was not caused by that party and that prevents a party from complying with any of its obligations under this agreement (other than an event or circumstance that results in a party's not having sufficient funds to comply with an obligation to pay money), except that a Force Majeure Event will not include a strike or other labor unrest that affects only one party, an increase in prices, or a Change in Law.

(c) Upon occurrence of a Force Majeure Event, the Nonperforming Party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long that party expects it to last. Thereafter the Nonperforming Party shall update that information as reasonably necessary. During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the other party and to resume its performance under this agreement.

5.2 **Non-exclusivity.** Nothing in this Agreement shall be interpreted to prevent or limit the right of the LCETSB (or to require the consent of the ETSB or Municipality) to provide any services, including those similar to those at issue in this Agreement, to other governmental or nongovernmental entities.

5.3 **Exhibits.** The exhibits to this Agreement are incorporated into and a material part of it.

5.4 **Modification; Entire Agreement.** No amendment of this agreement will be effective unless it is in writing and signed by the parties. This agreement constitutes the entire agreement of the parties relating to the subject matter of this agreement and supersedes all other oral or written agreements.

5.5 **Severability.** If any provision of this agreement is unenforceable to any extent, the remainder of this agreement (or application of that provision to any persons or circumstances other than those as to which it is held unenforceable) will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

5.6 **Governing law; venue.** The laws of Illinois, without giving effect to principles of conflict of laws, govern all matters arising under this agreement, including all tort claims, and all lawsuits shall be brought only in the Nineteenth Judicial Circuit of Lake County, Illinois.

5.7 **Term; Termination.** Upon becoming effective, this Agreement shall remain in effect for an initial period of one year, unless terminated sooner in accordance with this agreement.

After the initial year, the Agreement will thereafter continue in force and effect from year to year, but either party may terminate it by giving written notice to the other party 90 days prior to the termination date identified in the notice, unless the agreement is otherwise terminated in accordance with this Agreement.

5.7.1 **Data Ownership; Data Transfer Upon Termination.** At all times under this Agreement, data entered into the CAD or Mobile by a ETSB or Municipality (or Agency, as the case may be) shall be considered and remain the data of that ETSB or Municipality or Agency. If a ETSB or Municipality or Agency elects to terminate its participation in this Agreement, the LCETSB, in collaboration with Tyler Technologies where necessary, will assist in transferring the ETSB or Municipality's or Agency's data to the entity in a customarily used database format (e.g., MS SQL). Any third-party costs (using resources outside of the LCETSB's Office) will be the responsibility of the ETSB or Municipality or Agency requesting the data.

5.8 **Waivers.** No term or condition of this Agreement shall be deemed waived by either party unless the term or condition to be waived and the circumstances giving rise to such waiver are set forth specifically in a duly authorized and written waiver of such party. No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or a different provision of this Agreement.

5.9 **No Third-Party Beneficiaries.** Nothing in this Agreement shall create, or be construed or interpreted to create, any third-party beneficiary rights.

5.10 **Relationship of the Parties.** In providing services under this Agreement, the LCETSB shall act as an independent contractor.

5.11 **Assignments.** A party may assign this Agreement only with the express written consent of the other party.

5.12 **Insurance.**

Each party agrees that it shall maintain insurance coverage sufficient to cover its operations and employees during the term of this Agreement, including: (a) Unemployment and Workers Compensation Coverage.

(b) Comprehensive General Liability Insurance with minimum limits of $1,000,000 per occurrence.

(c) Automobile Liability Insurance with minimum limits of $1,000,000 per occurrence covering all owned or leased motor vehicles.

Upon request, each party will provide to the other party a certificate of insurance, in form reasonably acceptable to the requesting party, evidencing the existence of the insurance required under this paragraph. The Parties expressly intend this provision to be construed as maintaining an independent contractor relationship between them, and to foreclose the creation of "special employer" relationships under Illinois law.

5.13 **Indemnification.**

5.13.1 The LCETSB agrees to indemnify ETSB or Municipality for all thirdparty claims, demands, damages, liabilities and costs incurred by Municipality that directly or indirectly result from, or arise in connection with, any negligent act or omission of the LCETSB, its agents, or employees, pertaining to its activities and obligations under this Agreement.

5.13.2 ETSB or Municipality agrees to indemnify the LCETSB for all third-party claims, demands, damages, liabilities and costs that directly or indirectly result from, or arise in connection with, any negligent act or omission of ETSB or Municipality, its agents, or employees, pertaining to its activities and obligations under this Agreement.

5.14 **Counterparts.** The parties may sign this agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.

5.15 **Recitals.** The recitals above are incorporated into the body of this agreement.

5.16 **Effective Date.** This Agreement will become effective when all of the parties have signed it, and the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the "Effective Date" of this Agreement. If a party signs but fails to date a signature, the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this agreement, and the other party may inscribe that date as the date associated with the signing party's signature.

Signed:

The County of Lake ETSB

_____

By its By its

Date:_____

Village of Libertyville

_____

Date:_____

Lake County ETSB

_____

By its

Date:_____

Exhibit A

CAD and Mobile Services Provided

[Taken from Tyler CAD and Mobile Contract, Exh. A]

Draft

Quoted By: Nicolette Schmitz

Date: 4/26/2021

Quote Name: Lake County Consortium - NWPS CAD/Mobile

Quote Number: 2021-32188-3

Quote Description: CAD.Mobile

Quote Expiration: 6/1/2021

Sales Quotation For

Lake County Sheriff
1303 N Milwaukee Ave
Libertyville , IL 60048-1308
Phone: +1 (847) 377-4000

Tyler Software

Description
Computer Aided Dispatch
New World Enterprise Combined LE/Fire/EMS CAD
BOLOs
CAD Auto Routing
CAD AVL
Service Vehicle Rotation (Wrecker, Ambulance)
Unit Management
Web CAD Monitor
CAD Paging Interface
E-911 Interface
CAD NCIC Interface
Pictometry Interface
ASAP Interface
Pre-Arrival Questionnaire Interface
Encoder Interface

CAD CFS (xml) Export Interface
Fire Records Interface ePCR Interface
Telestaff Interface
PulsePoint Interface
Twitter Interface
Alarm Interface (Supports CryWolf)

Mobile

New World Mobile Server
MCT Ticket Writer Interface
Law Enforcement Mobile Site License
- ShieldForce LE Dispatch
- LE Dispatch/Messaging/State/NCIC
- Drivers License Mag Stripe Reader/Barcode Reader Interface
- Mugshot Image Download
- LE In-Car Mapping / AVL
- LE In-Car Routing

Fire/EMS Mobile Site License
- CrewForce - Fire Dispatch
- Fire Dispatch/Messaging
- Fire In-Car Mapping / AVL
- Fire In-Car Routing

Other Software

CAD Data Mart / Includes 2 users
CAD Dashboards

Annual/SaaS

Description
Mobility Hosting Annual Fee

Services

Description		
Project Management		
Mobility Implementation		
Decision Support Software Implementation		
Web CAD Monitor Installation		
CAD Paging Interface Installation		
E-911 Interface Installation		
Pictometry Interface Installation		
ASAP Interface Installation	Pre-Arrival Questionnaire Interface Installation	
Encoder Interface Installation		
CAD Export Installation		
Fire Records Interface Installation		
ePCR Interface Installation		
Telestaff Interface Installation		
PulsePoint Interface Installation		
Twitter Interface Installation		
Alarm Interface Installation		
Combined or Fire/EMS CAD Configuration (6 or more Fire Agencies)		
CAD Training (10 users ea.)		
Software System Testing		
Disaster Recovery Systems Assurance and Software Installation		
CAD Go-Live		
GIS Implementation		
NCIC Installation		
Law Enforcement and Fire Mobile Messaging Configuration (11 or more agencies)		
Law Enforcement and Fire Mobile Messaging Training (10 trainers ea.)	Law Enforcement and Fire Mobile Messaging Training (group of 10 additional trainers ea.)	
Law Enforcement and Fire Mobile Messaging Go-Live		
Development of Display Area Information During Address Verification		
Development of Selecting Response Plan Alternatives		

Development of Limited Mutual Aid Requests
Custom Interface to Digital Logging Recorder (one-way)
Custom Interface to Lake County VEOCI (one-way)
Custom Interface to Axon (Export)
Conversions

Third Party Hardware, Software and Services

Description	
Embedded Third Party Software	
Geo-File Maintenance Software (ArcGIS for Desktop Standard) /	per Workstation
Lantronix UDS-1100	
Red Hat Enterprise Linux Server (3-year subscription)	

Exhibit B
Pricing

[Taken from Tyler CAD and Mobile Contract, Exh. J]

Exhibit J

Pricing to Join the Lake County Consortium

Joining within 90 days of Agreement Effective Date:

$0 + Custom Interfaces or Data Conversion costs.

- Data Conversion now: ○ CAD = $16,000 (per source) ○ RMS = $21,875 (per source) ○ Additional Modules = $1,876 per module unless noted otherwise:
- 911 Contact Cards
- Alarm Permits and related false alarm transactions.
- Career Criminal Registry
- Custom Alerts
- External Documents
- Field Investigations
- Mug Shots to RMS
- Personnel Equipment Inventory
- Personnel Training
- State Accident Report Information ($5,000)
- Vehicle Impound
- Gun Permits
- Orders of Protection
- Pawn Shop Transactions
- Stop Data
- Property ($7,000)

○ Existing Tyler Clients receive 50% discount off this conversion pricing

- Custom Interface costs will vary based on scope and would require a scope discussion with the Tyler interface team.

Joining Later:

$0 if the ETSB or Sheriff perform the configuration and training setup work for additional agencies (the ETSB or Sheriff can determine costs, if necessary). If an agency requests Tyler to assist with configuration or training, then the following costs will apply:

- 1-5 Agencies: $70,000 one-time
- 6-10 Agencies: $100,000 one-time
- 10+ Agencies: $130,000 one-time

- Additional costs: ○ Third Party Hardware (if applicable)

- Software outside of Current Scope (if applicable)
- Interfaces outside of Current Scope (if applicable)
- More Training

- CAD Training (user-training): $4,350 per class (up to 10 users per class)
- Law & Fire Mobile Training (train-the-trainer): $8,700 per class (up to 10 trainers per class)

For more information, visit www.tylertech.com

Empowering people who serve the public

tyler technologies

- RMS Training (train-the-trainer): $4,350 per class (up to 10 trainers per class)
- Field Based Reporting Training (train-the-trainer): $4,350 per class (up to 10 trainers per class)
- Additional Brazos Tasks - $4,063 per task, $1,000 one-time PM fee
- Data Conversion (pricing found in the table on the next page)
    - Existing Tyler Clients receive 50% discount off this conversion pricing

Project Fees (Joining Later)	
Price Per Project: $10,250 This is required for each conversion project and can include multiple CAD and/or RMS sources. We assume there will be one conversion project during the initial software deployment and additional conversion projects in the future as more agencies are added to the system.	
CAD	RMS
First CAD Source: $32,500 Includes base conversion for master records and a CAD conversion for calls for service.	First RMS Source: $ 43,750 Includes the following: • Base Conversion for master files • RMS Conversion for incidents, cases, arrests, tickets, and warrants) • Custom Alerts • External Documents The following modules can be added at $3,750 (unless noted otherwise): • 911 Contact Cards • Alarm Permits and related false alarm transactions. • Career Criminal Registry • Custom Alerts • External Documents • Field Investigations • Mug Shots to RMS • Personnel Equipment Inventory • Personnel Training • State Accident Report Information ($10,000) • Vehicle Impound • Gun Permits • Orders of Protection • Pawn Shop Transactions • Stop Data Property Add-on: $7,500
Additional CAD Sources: $16,000	Additional RMS Sources: $21,875 Optional modules listed above can be added at 50% of the cost Property Add-on: $3,750
Note: Price may be lower if CAD and RMS data are coming from the same source	

For more information, visit www.tylertech.com

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Draft, January 18, 2022— Draft

—

Exhibit C

Invoice Sample

Mobile Invoice Sample	# of installs

LCETSB	
Entity 1	
Entity 2	
Entity 3	
Entity X	
TOTAL USERS:	
Maintenance & Support Cost (Annual):	$ 90,025
Entity X's # of Installs:	
CAD User Fee:	
Base Amount:	

CAD Invoice Sample	**# of installs**
LCETSB	
Entity 1	
Entity 2	
Entity 3	
Entity X	
TOTAL USERS:	
Maintenance & Support Cost (Annual):	$ 91,656
Entity X's # of Installs:	
Base Amount:	

Agenda Item No. 3I

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: March 22, 2022

Agenda Item: Consideration of an Ordinance Vacating the Unimproved Big Oak Lane Right-of-Way adjacent to 1175 Thornbury Lane

Staff Recommendation: Approve Ordinance

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

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Background: The Village began the vacation process of the unimproved 40-foot wide Big Oak Lane right-of-way to the first property at the east terminus (535 N. St. Mary's Road) with the passage of Ordinance 20-O-90 on November 9, 2021. The next vacation proceeding westward was to 1255 Thornbury Lane, which was approved by the passage of Ordinance 22-O-02 on January 11, 2022. It is now proposed to continue the vacation process with the next adjacent property, 1175 Thornbury Lane. It is desired to vacate the unused right-of-way because no utilities are present and this would also eliminate any requests for landscape maintenance for the "natural" wooded area. A Location Map is attached. The owners have been contacted and desire to proceed with the vacation.

Village staff recommends approval of the attached ordinance, subject to the owner remitting the required $200.00 vacation application fee, to vacate that portion of the Big Oak Lane right-of-way adjacent to 1175 Thornbury Lane. This ordinance requires an affirmative vote of five of the six trustees in order to be approved.

THIS SPACE FOR RECORDER'S USE ONLY

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 22-O-XX

AN ORDINANCE VACATING OF A PORTION OF THE UNIMPROVED BIG OAK LANE RIGHT-OF-WAY ADJACENT TO 1175 THORNBURY LANE

Adopted by the
President and Board of Trustees
of
the Village of Libertyville
Lake County, Illinois
This ___ day of _____, 2022.

Published in pamphlet form by direction
and authority of the Village of Libertyville
Lake County, Illinois
This ____ day of _____, 2022.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 22-O-XX

AN ORDINANCE VACATING A PORTION OF THE UNIMPROVED BIG OAK LANE RIGHT-OF-WAY ADJACENT TO 1175 THORNBURY LANE

WHEREAS, Thomas and Rosalydia Vondrak (***"Owner"***) are the owners of the property commonly known as 1175 Thornbury Lane and legally described in **Exhibit A**, attached to and made a part of this Ordinance (***"Property"***); and

WHEREAS, the Property is adjacent to, and immediately north of, an unimproved right-of-way under the jurisdiction of the Village (***"Right-of-Way"***); and

WHEREAS, Section 11-91-1 of the Illinois Municipal Code, 65 ILCS 5/11-91-1, authorizes the Village Board of Trustees to vacate any public street, alley, or right-of-way, or part thereof, in order to serve the public interest; and

WHEREAS, the Owner has requested that the Village to vacate the entire portion of the Right-of-Way immediately adjacent to the south boundary of the Property, which Right-of-Way is approximately 100-feet in length and 40 -feet in width; and

WHEREAS, the Right-of-Way was platted as a public street (Big Oak Lane), but is currently unimproved and abandoned, and there is no practical reason for the Village to continue to own and maintain the Right-of-Way for public purposes; and

WHEREAS, pursuant to Section 11-91-1 of the Municipal Code and Article III of Chapter 21 the "Libertyville, Illinois Municipal Code," as amended (***"Village Code"***), the Village Board of Trustees has determined that the public interest will be served by vacating the Right-of-Way; and

WHEREAS, the Village Board of Trustees has further determined that in accordance with Section 21-44 of the Village Code, it is in the best interest of the Village and the public to waive the notice and appraisal requirements set forth in Sections 21-41 and Section 21-43 of the Village Code, with respect to the proposed vacation of the Right-of-Way; and

WHEREAS, the Village Board of Trustees has further determined that, upon the effective date of the vacation of the Right-of-Way, the Right-of-Way is to be incorporated into and made a part of the Property, and title and sole responsibility of upkeep and maintenance will vest in the then-owner of the Property; and

WHEREAS, the Village Board of Trustees has found that the vacation of the Right-of-Way will not inhibit any currently existing street access for any parcel or tract; and

WHEREAS, the Village President and Board of Trustees have determined that the vacation of the Right-of-Way will serve and be in the best interest of the Village;

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

SECTION ONE: Recitals. The foregoing recitals are hereby incorporated and fully set forth herein.

SECTION TWO: Waiver. Pursuant to Section 21-44 of the Village Code, the President and Board of Trustees hereby waive the notice and appraisal requirements set forth in Sections 21-41 and 21-43 of the Village Code, respectively, with respect to the proposed vacation of the Right-of-Way.

SECTION THREE: Vacation of Right-of-Way. Pursuant to 65 ILCS 5/11-91-1 and Section 21-44 of the Village Code, the Board of Trustees hereby vacates the Right-of-Way.

SECTION FOUR: Compensation for Vacated Right-of-Way. The Board of Trustees hereby finds and declares that the future maintenance of the vacated Right-of-Way by the Owner of the Property, and the future payment of real estate taxes to be assessed against the vacated Right-of-Way, collectively constitutes the fair market value of the benefits that will accrue to the Village by reason of the vacation of the Right-of-Way approved pursuant to this Ordinance.

SECTION FIVE: Recordation. The Village Clerk is directed to cause this Ordinance to be recorded in the Office of the Recorder of Lake County.

SECTION SIX: Title to the Vacation Right-of-Way. Upon the recordation of this Ordinance, as provided in Section Five of this Ordinance, the vacated Right-of-Way is to be incorporated into and made a part of the Property, and title will vest in the then-owner of the Property. Following the recordation of this Ordinance, the vacated Right-of-Way will be and remain a part of the Property, unless and until a plat of subdivision is approved by the Village in accordance with all applicable state and local statutes, ordinances, and regulations.

SECTION SEVEN: Maintenance of the Vacated Right-of-Way. After the recordation of this Ordinance, the Village will have no obligation to maintain or perform improvements on the vacated Right-of-Way.

SECTION EIGHT: Reservation of Rights. The vacation of the Right-of-Way will not affect any easement rights the Village may have with regard to the Property. Additionally, the Village hereby reserves for itself, and for any licensee or a holder of any franchise from the Village, and their successors and assigns, a permanent easement over and under the Right-of-Way for: (a) the right, permission and authority to repair, maintain, construct, install and/or renew any existing

poles, wires, cables, pipes, conduits and/or necessary improvements and/or fixtures for the transmission and distribution of electricity, sanitary and storm sewer, water, telephone, cable television, internet and other municipal services, together with the right to access the same for the repair, construction, installation and/or maintenance thereof; and (b) the right to trim from time to time such trees and bushes as may be reasonably required for the efficient operation of said utilities and services and for the repair, maintenance, or renewal thereof in the Right-of-Way vacated by this Ordinance.

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

SECTION TEN: Effective Date. This Ordinance will be effective only upon the occurrence of all of the following events:

A. Passage by three-fourths of the members of the Village Board of Trustees, excluding the Village President, in the manner required by law;

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

C. The recordation of this Ordinance, together with such exhibits as the Village Clerk deems appropriate for recordation, with the Office of the Recorder of Lake County.

{signature page to follow}

PASSED this ____ day of _____, 2022.

AYES:

NAYES:

ABSENT:

APPROVED this ____ day of _____, 2022.

_____
Donna Johnson, Village President

ATTEST:

_____
Luke Stowe, Village Clerk

EXHIBIT A

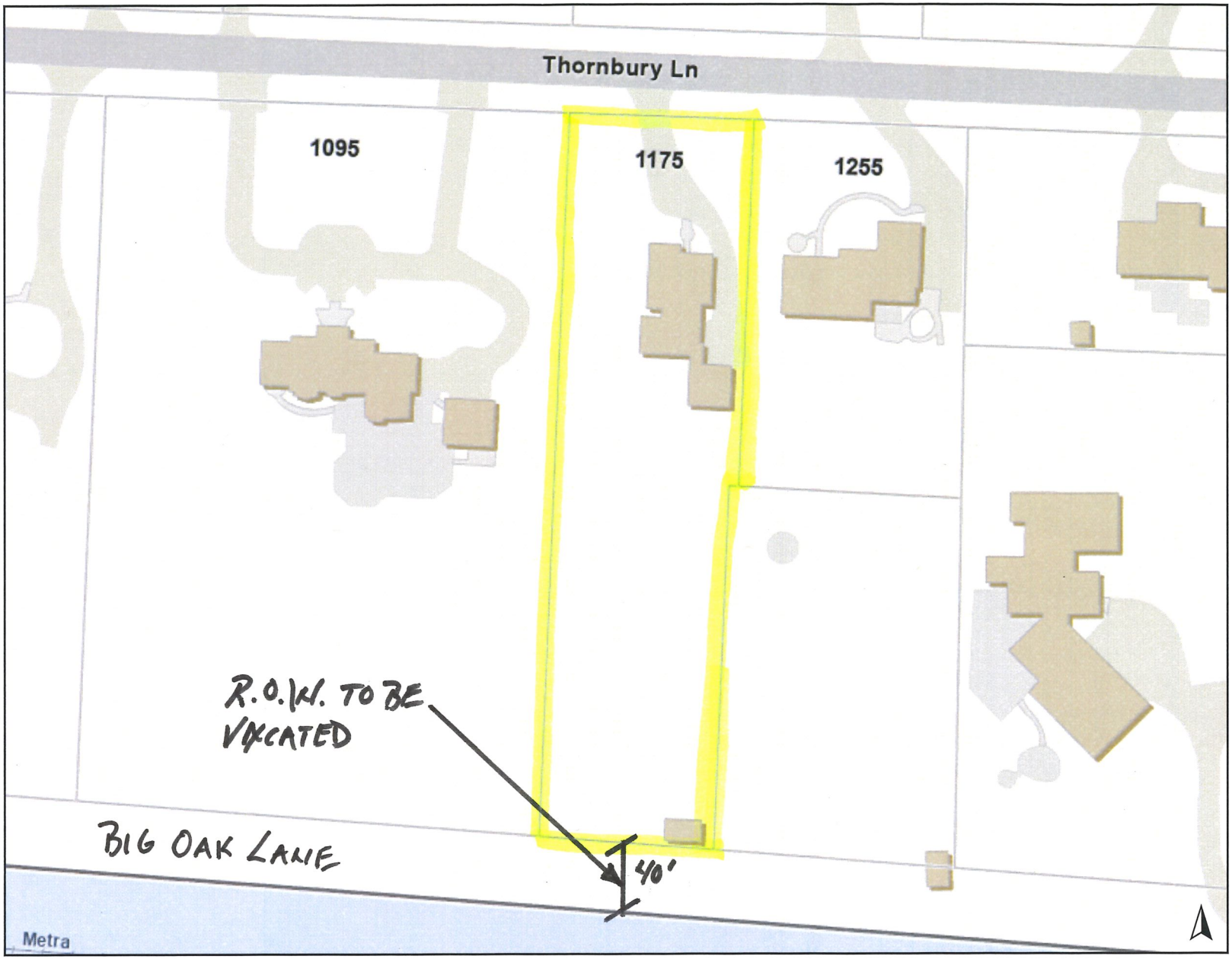
LEGAL DESCRIPTION OF PROPERTY

Lot 19 and the west 5.0-feet of the north 210.0-feet of Lot 20 in Oak Spring Estates, being a subdivision of part of the southeast 1/4 of Section 15, Township 44 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof, recorded June 20, 1929, as Document No. 338779 in Book "T" of Plats, Page 81, in Lake County, Illinois.

Commonly referred to (address): 1175 Thornbury Lane, Libertyville, IL 60048

PIN: 11-15-408-020

GISConsortium | Proposed Right-of-Way Vacation at 1175 Thornbury Lane



Legend

0 150 300 ft

Print Date: 2/4/2022

Notes

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

VIA: Certified Mail/Return Receipt Requested

(DATE)

(Resident)
(Address)
Libertyville, Illinois 60048
Tax I.D. No.:

RE: Right-of-Way Vacation Adjacent to 1175 Thornbury Lane

Dear (Resident):

Please take notice that Thomas and Rosalydia Vondrak have made application to the Village of Libertyville to vacate a portion of the right-of-way adjacent to 1175 Thornbury Lane. A Location Map is attached.

Legal Description for 1175 Thornbury Lane:

Lot 19 and the west 5.0-feet of the north 210.0-feet of Lot 20 in Oak Spring Estates, being a subdivision of part of the southeast 1/4 of Section 15, Township 44 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof, recorded June 20, 1929, as Document No. 338779 in Book "T" of Plats, Page 81, in Lake County, Illinois.

The applicant is requesting approval to vacate a portion of the 40-foot right-of-way adjacent to 1175 Thornbury Lane, pursuant to Chapter 21 of the Libertyville Municipal Code, as amended.

This request will be considered by the Village's Board of Trustees on **March 22, 2022 at 8:00 p.m., at the Village Hall, 118 West Cook Avenue, Libertyville, Illinois 60048.**

Any questions or requests for additional information regarding this application can be directed to or by contacting the Public Works Department, 200 East Cook Avenue, Libertyville, Illinois 60048, (847) 918-2100.

Sincerely,

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

Agenda Item No. 3J

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: March 22, 2022

Agenda Item: Consideration of an Ordinance Approving a Special Use Permit for Planned Development, a Planned Development Final Plan, and a Final Plat of Subdivision (1001 S. Milwaukee Avenue) - Libertyville Hyundai, Applicant

Staff Recommendation: Approve Ordinance

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

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Background: The attached ordinance would approve a Special Use Permit for a Planned Development, a Planned Development Final Plan, and a Final Plat of Subdivision at 1001 S. Milwaukee Avenue . The Village Board approved this request at their March 8, 2022 meeting with the understanding that an ordinance would be drafted for the Village Board to approve at their March 22, 2022 meeting.

Staff recommends the Village Board approve the attached ordinance.

THIS SPACE FOR RECORDERS USE ONLY

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 22-O-_____

AN ORDINANCE APPROVING
A SPECIAL USE PERMIT FOR PLANNED DEVELOPMENT, A PLANNED DEVELOPMENT FINAL PLAN, AND A FINAL PLAT OF SUBDIVISION
(1001 S. Milwaukee Avenue)

Adopted by the
President and Board of Trustees
of
the Village of Libertyville
Lake County, Illinois
this _____ day of _____, 2022.

Published in pamphlet form by direction
and authority of the Village of Libertyville
Lake County, Illinois
this _____ day of _____, 2022.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 22-O-__

AN ORDINANCE APPROVING
A SPECIAL USE PERMIT FOR PLANNED DEVELOPMENT, A PLANNED
DEVELOPMENT FINAL PLAN, AND A FINAL PLAT OF SUBDIVISION
(1001 S. Milwaukee Avenue)

WHEREAS, CESM, LLC and Ed & Leo, LLC (collectively, ***"Owners"***) are the owners of the 8.7-acre parcel of real property located at 1001 S. Milwaukee Avenue, Libertyville, Illinois, and legally described in **Exhibit A**, attached to and made a part of this Ordinance (***"Property"***); and

WHEREAS, the Property is located in the C-5 Vehicle Dealer Commercial District of the Village (***"C-5 District"***) and is currently improved with a one-story brick building and associated off-street parking areas used as a motor vehicles and parts dealership (***"Existing Dealership"***); and

WHEREAS, Owners desire to: (i) subdivide the Property into two lots of record, comprised of an approximately 4-acre lot (***"Lot 1"***) and an approximately 4.7-acre lot, on which the Existing Dealership is located (***"Lot 2"***); (ii) construct, on Lot 1, an approximately 26,900-square-foot one-story building, to be used for an additional motor vehicle and parts dealership and service facility (***"Hyundai Dealership"***); and (iii) alter the existing off-street parking areas on the Property so that 260 parking spaces will be located on Lot 1 and 136 parking spaces will be located on Lot 2 (collectively, the ***"Proposed Development"***); and

WHEREAS, pursuant to Article 4 of Chapter 22 of the Libertyville, Illinois Municipal Code (***"Village Code"***), and Part E of Article 16 of the Libertyville Zoning Code (***"Zoning Code"***), Owners filed an application with the Village for approval of: (i) simultaneous approval of a preliminary and final plat of subdivision; (ii) simultaneous approval of a planned development concept plan and final plan for the Proposed Development; (iii) a special use permit for planned

development (***"Special Use Permit"***); (iv) certain deviations from the Zoning Code within the proposed planned development (***"Zoning Deviations"***) (collectively, the ***"Requested Relief"***); and

WHEREAS, a public meeting of the Appearance Review Commission of the Village to consider the Requested Relief, Case Numbers PC 21-32, PC 21-33, and PC 21-34, was duly noticed and held on November 15, 2021 and December 20, 2021; and

WHEREAS, on December 20, 2021, the Appearance Review Commission made findings and recommendations in support of the Requested Relief, subject to specified conditions; and

WHEREAS, a public meeting of the Plan Commission of the Village to consider approval of the Requested Relief was duly noticed and held on January 10, 2022 and February 14, 2022; and

WHEREAS, on February 14, 2022, the Plan Commission made findings and recommendations in support of the Requested Relief, subject to specified conditions; and

WHEREAS, the Village President and Board of Trustees have determined that, subject to and contingent upon the conditions, restrictions, and provisions of this Ordinance, the Requested Relief complies with the required standards for planned unit developments as set forth in Part E of Article 16 of the Zoning Code, and for subdivision as set forth in Article 4 of Chapter 22 of the Village Code; and

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

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

SECTION ONE: RECITALS. The facts and statements contained in the preamble to this

Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION TWO: APPROVAL, EXECUTION, AND RECORDATION OF FINAL PLAT.

A. Approval of Final Plat. In accordance with, and pursuant to, Article 4 of Chapter 22 of the Village Code, the President and Board of Trustees hereby approve the Final Plat for the Property, titled "Final Plat of Subdivision Libertyville Chevrolet & Hyundai," consisting of two sheets and prepared by Compass Surveying Ltd., with a latest revision date of March 4, 2022, a copy of which is attached to this Ordinance as **Exhibit B** (***"Final Plat"***), subject to, and contingent upon the following conditions, restrictions, and provisions:

1. Easements. The Final Plat must be revised to include all required access and maintenance easements, rights, and obligations in accordance with the comments in the Development Review Committee Staff Report dated February 9, 2002; and

2. IDOT. The Final Plat must be approved and executed by the Illinois Department of Transportation.

B. Execution of the Final Plat. The President and Board of Trustees hereby authorizes and directs the President, the Village Clerk, the Chairman and Secretary of the Plan Commission, the Village Treasurer, and the Village Engineer to execute, on behalf of the Village, the Final Plat following its execution and delivery to the Village Clerk by Owners and all other required parties.

C. Recordation of Final Plat. The President and the Village Board direct the Village Clerk to record the executed Final Plat with the Lake County Recorder of Deeds upon satisfactory completion all conditions precedent to recordation set forth in Section Six of this Ordinance and of all administrative details relating thereto.

SECTION THREE: APPROVAL OF SPECIAL USE PERMIT. In accordance with, and pursuant to, Part E of Article 16 of the Zoning Code, and subject to, and contingent upon, the

conditions, restrictions, and provisions set forth in Section Six of this Ordinance, the President and Board of Trustees hereby approve the Special Use Permit for a planned development for the Proposed Development of the Property.

SECTION FOUR: APPROVAL OF FINAL PLAN. In accordance with, and pursuant to, Part E of Article 16 of the Zoning Code, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Six of this Ordinance, the President and Board of Trustees hereby approve the Final Plan for the Property, consisting of the following documents (collectively, the ***"Final Plan"***):

A. The Architectural Drawings, consisting of nine sheets and prepared by Studio 222 Architects, with a latest revision date of January 24, 2022, a copy of which is attached to this Ordinance as **Exhibit C**;

B. The Rooftop Screening Equipment Brochure, consisting of six sheets and prepared by Cityscapes, Inc., with a latest revision date of January 24, 2022, a copy of which is attached to this Ordinance as **Exhibit D**;

C. The Construction Details, consisting of 13 sheets and prepared by Studio 222 Architects and CAGE Civil Engineering, with a latest revision date of January 24, 2022, a copy of which is attached to this Ordinance as **Exhibit E**;

D. The Firetruck Auto Turn Exhibit, consisting of one sheet and prepared by Studio 222 Architects and CAGE Civil Engineering, with a latest revision date of January 24, 2022, a copy of which is attached to this Ordinance as **Exhibit F**;

E. The Retaining Wall Plans, consisting of one sheet and prepared by Studio 22 Architects, with a latest revision date of January 24, 2022, a copy of which is attached to this Ordinance as **Exhibit G**;

F. The Final Landscape Plan, consisting of four sheets and prepared by LG Workshop LLC, with a latest revision date October 27, 2021, a copy of which is attached to this Ordinance as **Exhibit H**;

G. The Photometric Plan and Cutsheets, consisting of 38 pages with a latest revision date of December 10, 2021, and prepared by Studio 222 Architects, a copy of which is attached to this Ordinance as **Exhibit I**; and

H. The Signage Site Plan, consisting of two sheets and prepared by Studio 222 Architects, with a latest revision date of January 24, 2022, a copy of which is attached to this Ordinance as **Exhibit J** (***"Signage Plan"***).

SECTION FIVE: APPROVAL OF ZONING DEVIATIONS. In accordance with, and pursuant to, Section 25-16-13.1 of the Zoning Code, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Six of this Ordinance, the President and Board of Trustees hereby approve the deviations necessary to operate the Proposed Development in accordance with the Final Plan, including the following deviations from the Zoning Code within the planned development on the Property:

A. Minimum Lot Width. A deviation from Section 26-5-6.5(c) of the Zoning Code to decrease the minimum lot width for Lot 1 and Lot 2, from 250 feet to 215 feet.

B. Required Setbacks. Deviations from Section 26-5-6.5(d) of the Zoning Code to:

1. Decrease the required side yard setback, from 50 feet to approximately 24 feet, for the interior side property lines of each of Lot 1 and Lot 2;

2. Decrease the required side yard setback for parking, from 25 feet to 0 feet, for Lot 2; and

3. Decrease the required perimeter landscaped open space width for side lot lines, from 15 feet to 0 feet, for the shared interior side lot line between Lot 1 and Lot 2.

C. Signage.

1. Deviations from Section 26-11-13 of the Zoning Code to:

a. Increase the number of permitted wall signs, from two to four, for the Hyundai Dealership on Lot 1; and

b. Decrease the freestanding sign setback from the north side property line of Lot 2 from 55 feet to approximately 30 feet, for pylon sign number 2 and directional sign number 1, each as depicted on the Signage Plan.

2. A deviation from Section 26-11-8.10 of the Zoning Code to increase the maximum permitted size of directional signage, from two square feet to approximately 7.34 square feet, for directional sign number 1, as depicted on the Signage Plan.

D. Parking Lots Screening. A deviation from Section. 26-13-3.1 of the Zoning Code to eliminate the required parking lot screening for the parking lot along the front property lines of both Lot 1 and Lot 2.

E. Interior Parking Lot Landscaping. A deviation from Section 26-13-3.2.b of the Zoning Code to decrease the minimum required interior parking lot landscaping, from 10 percent to 6.8 percent, for the Property.

SECTION SIX: CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Code or any other rights the Owners may have, the approvals granted in Sections Two, Three, Four, and Five of this Ordinance are hereby expressly subject to and contingent upon the development, use, operation, and maintenance of the Property in compliance with each and all of the following conditions:

A. Standard Conditions.

1. Compliance with Regulations. The development, use, operation, and maintenance of the Property must comply with all applicable Village codes and ordinances as

required by law, as the same have been or may be amended from time to time, except to the extent specifically provided otherwise in this Ordinance.

2. Compliance with Final Plan. The development, use, operation, and maintenance of the Property must comply with the Final Plan, except for minor changes and site work approved by the Director of Community Development and the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village standards.

B. Compliance with Review Comments. The Village will not issue final engineering approval or a site development permit unless and until the comments set forth in the Development Review Committee Staff Report, dated February 8, 2022, a copy of which is attached to this Ordinance as **Exhibit K** including all referenced review comments provided by Village consultants, have been addressed to the Village's satisfaction.

SECTION SEVEN: RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded in the Office of the Lake County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein inure to the benefit of, and are binding upon, the Owners and their respective personal representatives, successors, and assigns.

SECTION EIGHT: FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Owners to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the approvals granted in Sections Two, Three, Four, and Five of this Ordinance will, at the sole discretion of the Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Board of Trustees may not so revoke the approvals granted in Sections Two, Three, Four, and Five unless it first provides the Owners with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Board of Trustees. In the event of such revocation, the Village Administrator and Village Attorney are hereby authorized

and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION NINE: AMENDMENTS. Any amendment to any provision of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Code for the granting of special use permits.

SECTION TEN: EFFECTIVE DATE.

A. This Ordinance will be effective only upon the occurrence of all of the following events:

1. Passage by the President and Board of Trustees by a majority vote in the manner required by law;

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

3. Recordation of this Ordinance, together with such exhibits as the Village Clerk deems appropriate for recordation, with the office of the Recorder of Lake County;

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

B. In the event that the Owners do not deliver fully a executed copy of the unconditional agreement and consent as required by Section 10.A.4 of this Ordinance, within 30 days after the date of final passage of this Ordinance by the Village Board, the President and Village Board shall have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

PASSED this _____ day of _____, 2022.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2022.

_____
Donna Johnson, Village President

ATTEST:

_____
Luke Stowe, Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

[INSERT LEGAL DESCRIPTION]

THAT PART OF LOTS 2 AND 3 IN ERNST HECHT ESTATE SUBDIVISION OF LANDS IN SECTION 20, 21,22,27, 28 AND 29, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 28, 1918 AS DOCUMENT NO. 1/7862, IN BOOK "K" OF PLATS, PAGE 10, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF SAID LOT 2, 44.58 FEET WESTERLYOF THE NORTHEAST CORNER OF SAID LOT 2 SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF MILWAUKEE AVENUE; THENCE SOUTH 11 DEGREES, 43 MINUTES, 50 SECONDS EAST 69.25 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 9 DEGREES, 18 MINUTES, 50 SECONDS EAST, 360.59 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF DOCUMENT NO. 2771438; THENCE SOUTH 84 DEGREES, 18 MINUTES, 31 SECONDS WEST 323.26 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID DOCUMENT NO. 2771438; THENCE SOUTH 6 DEGREES, 17 MINUTES, 32 SECONDS EAST 32.39 FEET TO A POINT ON THE WEST LINE OF DOCUMENT NO. 2771438 AND 50 FEETSOUTH OF (AT RIGHT ANGLES TO) THE NORTH LINE OF SAID LOT3; THENCE NORTH 83 DEGREES, 17 MINUTES, 23 SECONDS WEST(PARALLEL TO THE NORTH LINE OF SAID LOT 3) 365.06 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 83 DEGREES 17 MINUTES 23 SECONDS WEST, A DISTANCE OF 146.00 FEET TO THE SOUTHEAST CORNER OF DOCUMENT NO. 2045241; THENCE NORTH 6 DEGREES, 39 MINUTES, 45 SECONDS EAST, A DISTANCE OF 524.91 FEET RECORD, 525.67 FEET MEASURED, TO A POINT ON THE NORTH LINE OF SAID LOT 2, SAID POINT BEING 740.74 FEET WESTERLY OF THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 82 DEGREES 16 MINUTES 25 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 429.00 FEET; THENCE SOUTH 6 DEGREES 39 MINUTES 45 SECONDS WEST, A DISTANCE OF 204.09 FEET; THENCE NORTH 8^ DEGREES 16 MINUTES 25 SECONDS WEST, PARALLELWITH THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 282.98 FEET; THENCE SOUTH 6 DEGREES 39 MINUTES 45 SECONDS WEST, A DISTANCE OF 319.00 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

Address: 1001 S. MILWAUKEE AVENUE, LIBERTYVILLE, ILLINOIS
P.I.N.'S: 11-21-415-032, 11-12-415-033, 11-12-415-030, AND PART OF 11-12-415-031

EXHIBIT B

FINAL PLAT

EXHIBIT C

ARCHITECTURAL DRAWINGS

EXHIBIT D

ROOFTOP SCREENING EQUIPMENT BROCHURE

EXHIBIT E

CONSTRUCTION DETAILS

EXHIBIT F

FIRETRUCK AUTO TURN EXHIBIT

EXHIBIT G

RETAINING WALL PLAN

EXHIBIT H

FINAL LANDSCAPING PLAN

EXHIBIT I

PHOTOMETRIC PLAN AND CUT SHEETS

EXHIBIT J

SIGNAGE PLAN

EXHIBIT K

DEVELOPMENT REVIEW COMMITTEE STAFF REPORT
DATED FEBRUARY 9, 2022

EXHIBIT L

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The Village of Libertyville, Illinois (***"Village"***):

WHEREAS, CESM, LLC and Ed & Leo, LLC (collectively, ***"Owners"***) are the owners of the 8.7-acre parcel of real property located at 1001 S. Milwaukee Avenue, Libertyville, Illinois (***"Property"***); and

WHEREAS, Owners filed an application for approval of a final plat of subdivision, a final plan of planned development, a special use permit for a planned development, and certain deviations from the Zoning Ordinance within the planned development (***"Requested Relief"***); and

WHEREAS, Ordinance No. 22-O__, adopted by the Village President and Board of Trustees on _____, 2022 (***"Ordinance"***), approved the Requested Relief; and

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

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

1. The Owners hereby unconditionally agree to, accept, consent to, and will abide by, each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.

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

3. The Owners acknowledge and agree that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's approval of the Requested Relief for the Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Owners against damage or injury of any kind and at any time.

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

[SIGNATURE PAGE FOLLOWS]

Dated: _____, 2022

ATTEST: **CESM, LLC**

By: _____ By: _____

Its: _____ Its: _____

ATTEST: **ED & LEO, LLC**

By: _____ By: _____

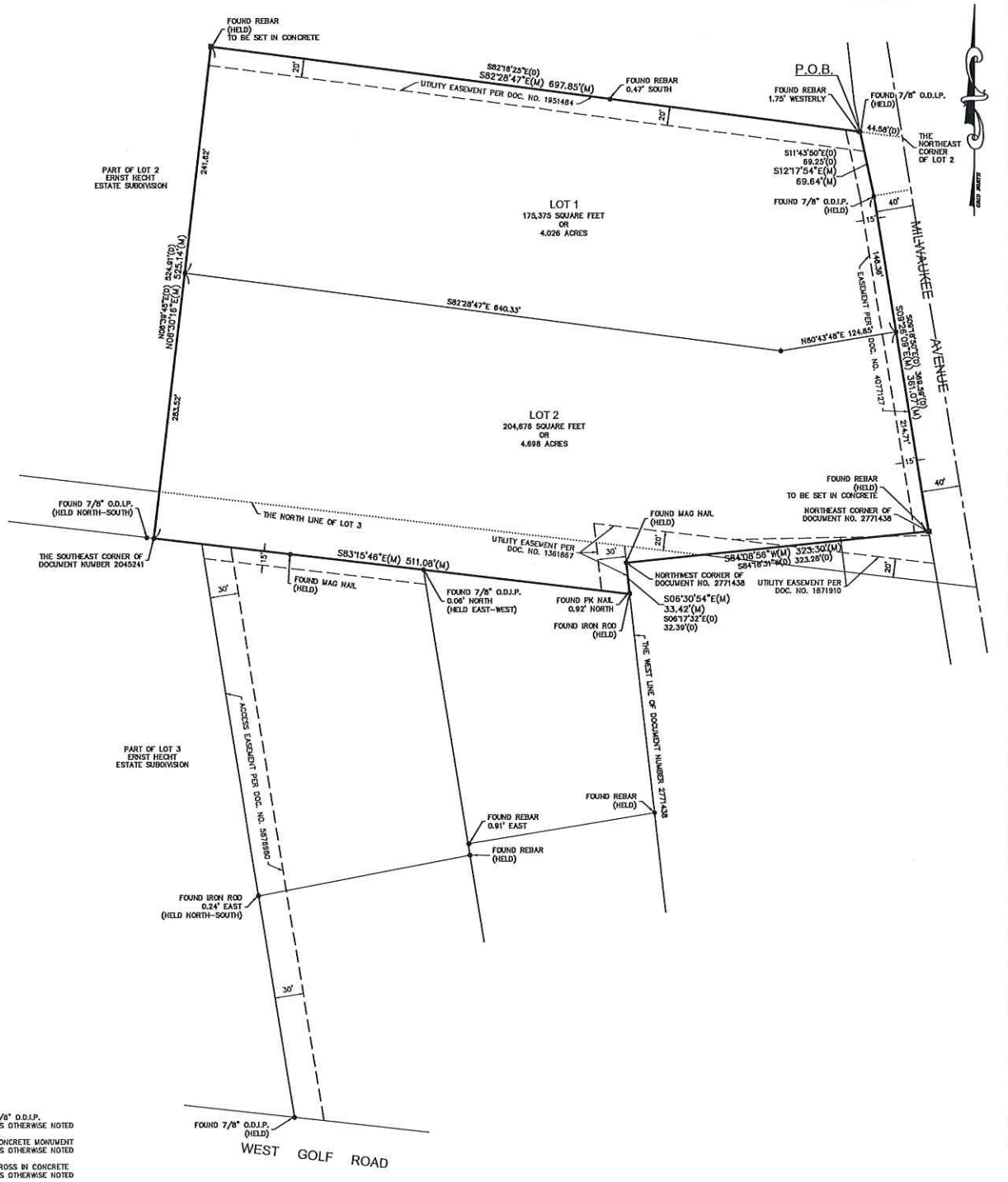
Its: _____ Its: _____

FINAL PLAT OF SUBDIVISION
LIBERTYVILLE CHEVROLET & HYUNDAI

P.I.N. 11-21-415-032
P.I.N. 11-21-415-033

BEING A SUBDIVISION OF PART OF SECTION 21, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LAKE COUNTY, ILLINOIS.

GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.



LEGEND

- ● SET 7/8" O.D.I.P. UNLESS OTHERWISE NOTED
- ■ SET CONCRETE MONUMENT UNLESS OTHERWISE NOTED
- + SET CROSS IN CONCRETE UNLESS OTHERWISE NOTED

ABBREVIATIONS

O.D.I.P. = OUTSIDE DIAMETER IRON PIPE
N = NORTH
S = SOUTH
E = EAST
W = WEST
(R) = RECORD BEARING OR DISTANCE
(M) = MEASURED BEARING OR DISTANCE
(C) = CALCULATED BEARING OR DISTANCE
(D) = DEED BEARING OR DISTANCE
B.S.L. = BUILDING SETBACK LINE
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
P.U. & D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT

LINE LEGEND

- SUBDIVISION BOUNDARY LINE
- ADJACENT LAND PARCEL LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- BUILDING SETBACK LINE
- SECTION LINE

PROJECT NO. 21.0207.01	1 OF 2	SCALE: 1" = 60'	COMPASS SURVEYING LTD ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING 2631 GINGER WOODS PARKWAY, STE. 100 AURORA, IL 60502 PHONE: (630) 820-9100 FAX: (630) 820-7013 EMAIL: ADMIN@CLSURVEYING.COM	PROJECT: LIBERTYVILLE CHEVROLET & HYUNDAI CLIENT: Nicholas & Associates 1301 Feehanville Drive Mt. Prospect, IL 60056	DATE: 10-27-21 | PC N/A | DRAWN BY RHM | CHECKED BY RHM | BOOK 551 PG 42 NO. | REVISIONS | DATE | BY

J:\PSDATA\2021 PROJECTS\21.0207\21.0207-01 PLAT OF SUB\21.0207-01-PLAT.DWG

FINAL PLAT OF SUBDIVISION
LIBERTYVILLE CHEVROLET & HYUNDAI

BEING A SUBDIVISION OF PART OF SECTION 21, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LAKE COUNTY, ILLINOIS.

OWNER'S CERTIFICATE

STATE OF _____ }
}SS
COUNTY OF _____ }

THIS IS TO CERTIFY THAT _____, AN ILLINOIS LIMITED LIABILITY COMPANY, IS THE OWNER OF THE PROPERTY DESCRIBED AND SHOWN HEREON AND AS SUCH OWNER, HAS CAUSED THE PROPERTY TO BE SURVEYED AND SUBDIVIDED AS SHOWN HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH AND AS ALLOWED AND PROVIDED BY STATUTES, AND SAID LIMITED LIABILITY COMPANY DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID.

ALSO, THIS IS TO CERTIFY THAT THE PROPERTY BEING SUBDIVIDED AFORESAID AND, TO THE BEST OF OWNER'S KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE LIMITS OF LIBERTYVILLE ELEMENTARY SCHOOL DISTRICT 70 AND COMMUNITY HIGH SCHOOL DISTRICT 128.

DATED AT _____, _____, THIS ____ DAY OF _____, A.D., 20____.

OWNER NAME: _____ ADDRESS: _____

BY: _____ ATTEST: _____
SIGNATURE SIGNATURE

TITLE: _____ TITLE: _____
PRINT TITLE PRINT TITLE

NOTARY'S CERTIFICATE

STATE OF _____ }
}SS
COUNTY OF _____ }

I, _____, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____(PRINT NAME), _____ (TITLE), AND _____(PRINT NAME), _____ (TITLE), OF SAID LIMITED LIABILITY COMPANY, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH _____ AND _____ RESPECTFULLY, APPEARED BEFORE ME THIS DAY IN PERSON AND JOINTLY AND SEVERALLY ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____ DAY OF _____ A.D., 20____

_____
NOTARY PUBLIC SIGNATURE

_____
(PRINT NAME)

BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS }
}SS
COUNTY OF LAKE }

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF LIBERTYVILLE, ILLINOIS AT A MEETING HELD THIS ____ DAY OF _____ A.D., 20____

ATTEST: _____ BY: _____
VILLAGE CLERK VILLAGE PRESIDENT

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS }
}SS
COUNTY OF LAKE }

I, _____, COUNTY CLERK OF LAKE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT I FIND NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, NO DELINQUENT OR UNPAID SPECIAL ASSESSMENTS, NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND SHOWN ON THIS PLAT.

GIVEN UNDER MY HAND AND SEAL THIS ____ DAY OF _____, A.D., 20____.

_____
COUNTY CLERK

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS }
}SS
COUNTY OF LAKE }

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF LIBERTYVILLE, ILLINOIS AT A MEETING HELD THIS _____DAY OF _____, 20____.

_____
CHAIRPERSON

_____
SECRETARY

VILLAGE TREASURER CERTIFICATE

STATE OF ILLINOIS }
}SS
COUNTY OF LAKE }

I, _____, VILLAGE TREASURER FOR THE VILLAGE OF LIBERTYVILLE, ILLINOIS DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND DESCRIBED ON THIS PLAT.

DATED IN LIBERTYVILLE, ILLINOIS, THIS ____ DAY OF _____, A.D., 20____.

_____
VILLAGE TREASURER

DIRECTOR OF ENGINEERING CERTIFICATE

STATE OF ILLINOIS }
}SS
COUNTY OF LAKE }

I, _____, VILLAGE ENGINEER FOR THE VILLAGE OF LIBERTYVILLE, ILLINOIS, DO HEREBY CERTIFY THAT THE PLAT AS APPENDED HERETO MEETS WITH THE REQUIREMENTS AND THE PLANS AND SPECIFICATIONS OF THE LIBERTYVILLE VILLAGE CODE AND HAS BEEN APPROVED BY ALL PUBLIC AUTHORITIES.

DATED THIS _____ DAY OF _____A.D., 20____.

_____
DIRECTOR OF ENGINEERING

SURVEYOR'S AUTHORIZATION TO RECORD

STATE OF ILLINOIS }
}SS
COUNTY OF KANE }

I HEREBY DESIGNATE _____, AND/OR REPRESENTATIVES THEREOF, TO RECORD THIS PLAT, A TRUE COPY OF WHICH HAS BEEN RETAINED BY ME TO ASSURE NO CHANGES HAVE BEEN MADE TO SAID PLAT.

DATED THIS ____ DAY OF_____, 20____, AT AURORA, KANE COUNTY, ILLINOIS.

COMPASS SURVEYING LTD
PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION NO. 184-002778
LICENSE EXPIRES 4/30/2023

BY:_____
DAVID P. FILIPSKI
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3352
EXPIRES 11/30/2022

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS }
}SS
COUNTY OF KANE }

I, DAVID P. FILIPSKI, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3352, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING PROPERTY:

THAT PART OF LOTS 2 AND 3 IN ERNST HECHT ESTATE SUBDIVISION OF LANDS IN SECTIONS 20, 21, 22, 27, 28, AND 29, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 28, 1918 AS DOCUMENT NUMBER 177862 IN BOOK "K" OF PLATS, PAGE 10, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 2, 44.58 FEET WESTERLY OF THE NORTHEAST CORNER OF SAID LOT 2 SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF MILWAUKEE AVENUE; THENCE SOUTH 11 DEGREES, 43 MINUTES, 50 SECONDS EAST 69.25 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 9 DEGREES, 18 MINUTES, 50 SECONDS EAST, 369.59 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF DOCUMENT NO. 2771438; THENCE SOUTH 84 DEGREES, 18 MINUTES, 31 SECONDS WEST 323.28 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID DOCUMENT NUMBER 2771438; THENCE SOUTH 6 DEGREES, 17 MINUTES, 32 SECONDS EAST 32.39 FEET TO A POINT ON THE WEST LINE OF DOCUMENT NUMBER 2771438 AND 50 FEET SOUTH OF (AT RIGHT ANGLES TO) THE NORTH LINE OF SAID LOT 3; THENCE NORTH 83 DEGREES, 17 MINUTES, 23 SECONDS WEST (PARALLEL WITH THE NORTH LINE OF SAID LOT 3) 510.20 FEET RECORD 511.06 FEET MEASURED TO THE SOUTHEAST CORNER OF DOCUMENT NUMBER 2045241; THENCE NORTH 6 DEGREES, 39 MINUTES, 45 SECONDS EAST, 524.91 FEET RECORD, 525.67 FEET MEASURED, TO A POINT ON THE NORTH LINE OF SAID LOT 2, SAID POINT BEING 740.74 FEET WESTERLY OF THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTHEASTERLY ALONG SAID NORTH LINE, 696.16 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

THIS SUBDIVISION IS WITHIN THE VILLAGE OF LIBERTYVILLE, ILLINOIS, WHICH HAS ADOPTED AN OFFICIAL COMPREHENSIVE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY THE STATE OF ILLINOIS ACCORDING TO 65 ILCS 5/11-12-6 AS HERETOFORE AND HEREAFTER AMENDED, THIS SITE FALLS WITHIN "OTHER AREAS: ZONE X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DEFINED BY THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 170377 0184 K, MAP NUMBER 17097C0184K, HAVING A REVISED DATE OF SEPTEMBER 18, 2013.

GIVEN UNDER MY HAND AND SEAL AT AURORA , ILLINOIS THIS ____ DAY OF _____, 20____.

COMPASS SURVEYING LTD
PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION NO. 184-002778
LICENSE EXPIRES 4/30/2023

BY:_____
DAVID P. FILIPSKI
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3352
LICENSE EXPIRES 11/30/2022

PROJ NO: 21.0207-01 | 2 OF 2 | SCALE: N/A

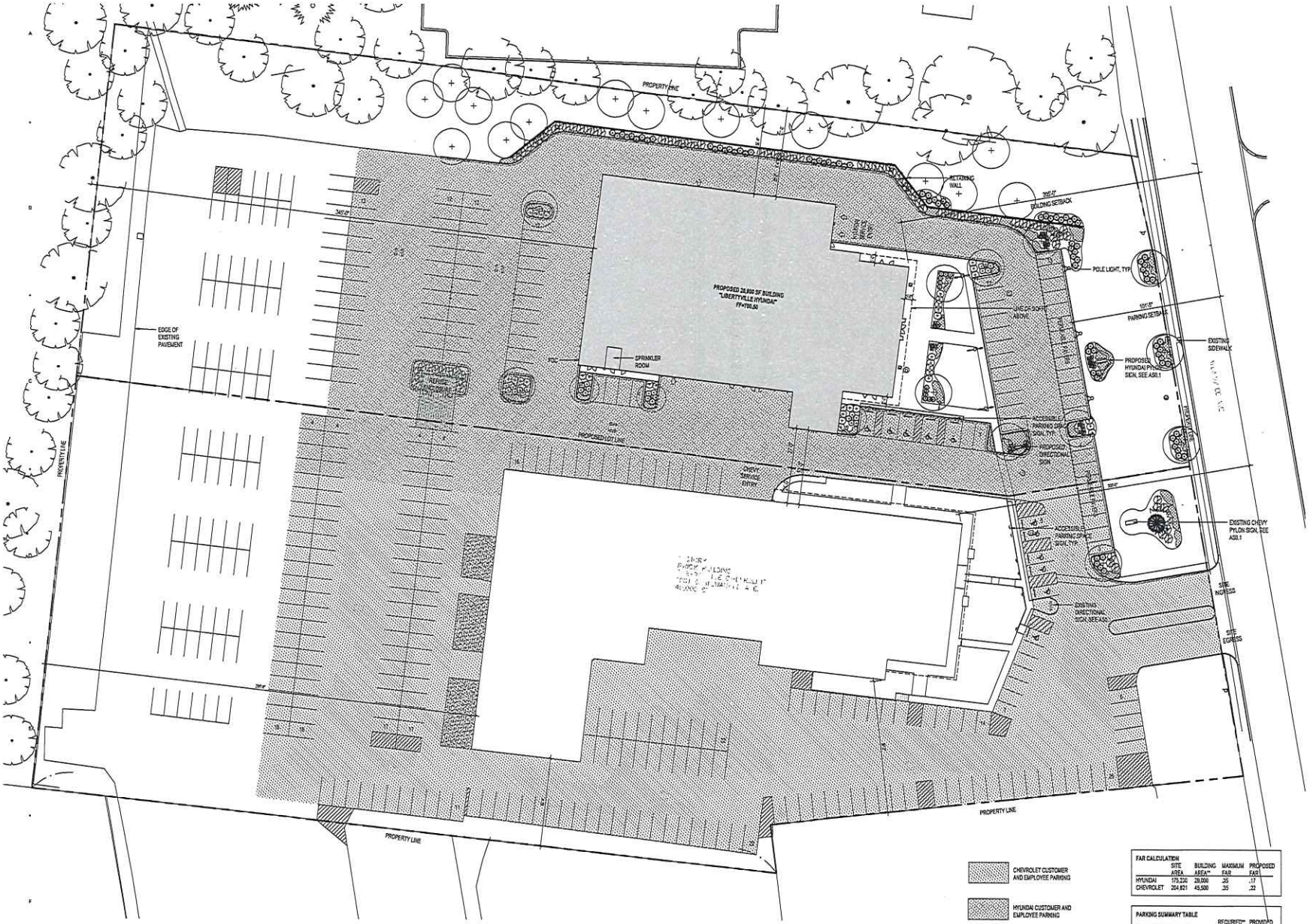
COMPASS SURVEYING LTD
ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING
2631 GINGER WOODS PARKWAY, STE. 100
AURORA, IL 60502
PHONE: (630) 820-9100 FAX: (630) 820-9103 EMAIL: ADMIN@CLSURVEYING.COM

PROJECT: LIBERTYVILLE CHEVROLET & HYUNDAI
CLIENT: Nicholas & Associates
105 Packard Ct, Ste 2
Mt Prospect, IL 60056

DATE: 10-27-21 | PG N/A | DRAWN BY: RHM | CHECKED BY: RHM | BOOK 551 PG 42

NO.	REVISIONS	DATE	BY

J:\PROJECTS\2021 PROJECTS\21.0207\21.0207-01 PLAT OF SUB\21.0207-01-PLAT.DWG



ARCHITECTURAL SITE PLAN
SCALE: 1" = 25'-0"

FAR CALCULATION

	SITE AREA	BUILDING AREA**	MAXIMUM FAR	PROPOSED FAR
HYUNDAI	175,232	28,000	.35	.17
CHEVROLET	204,621	45,500	.35	.22

PARKING SUMMARY TABLE

		REQUIRED*	PROVIDED
STANDARD PARKING SPACES	CHEVY	176	180
	HYUNDAI	111	116
ACCESSIBLE PARKING SPACES	CHEVY	6	6
	HYUNDAI	5	5
TOTAL		298	307

**INCLUDES 2,100 SF HYUNDAI MEZZANINE FLOOR AREA AND 5,500 SF CHEVROLET MEZZANINE FLOOR AREA

12/2/2021 1:20:13 PM

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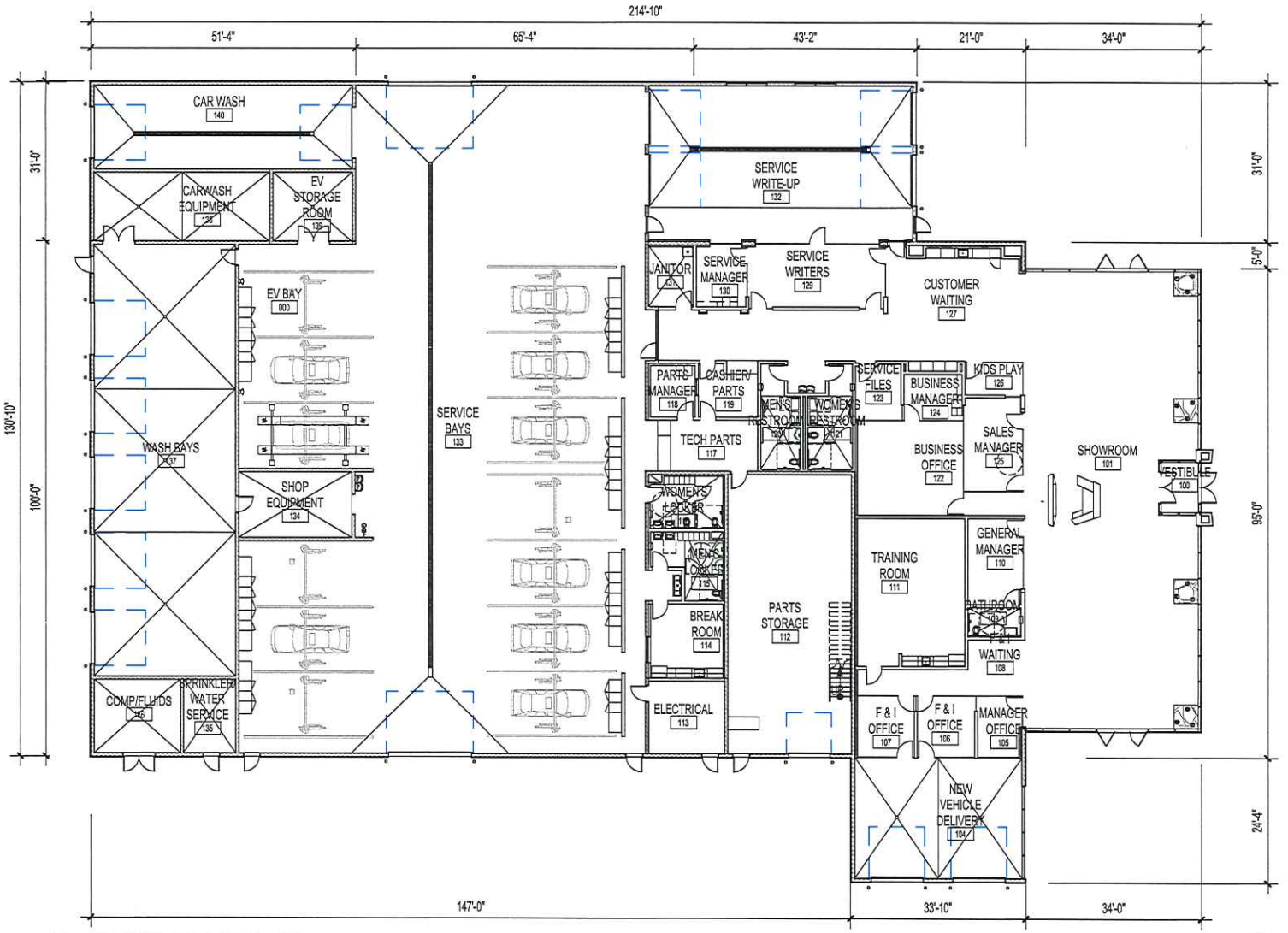
LIBERTYVILLE HYUNDAI
MILWAUKEE AVENUE, LIBERTYVILLE, IL

	PC/PC SUBMITTAL REVISIONS NO. 2	01/24/2022
2	PC/ZAC SUBMITTAL REVISIONS NO. 1	12/15/2021
1	PLANNED DEVELOPMENT SUBMITTAL	10/29/2021

ARCHITECTURAL SITE PLAN

A0.1

STUDIO 222 ARCHITECTS PROJECT NUMBER: 21030



1 / A1.0 **GROUND FLOOR PLAN**

SCALE: 1" = 20'-0"

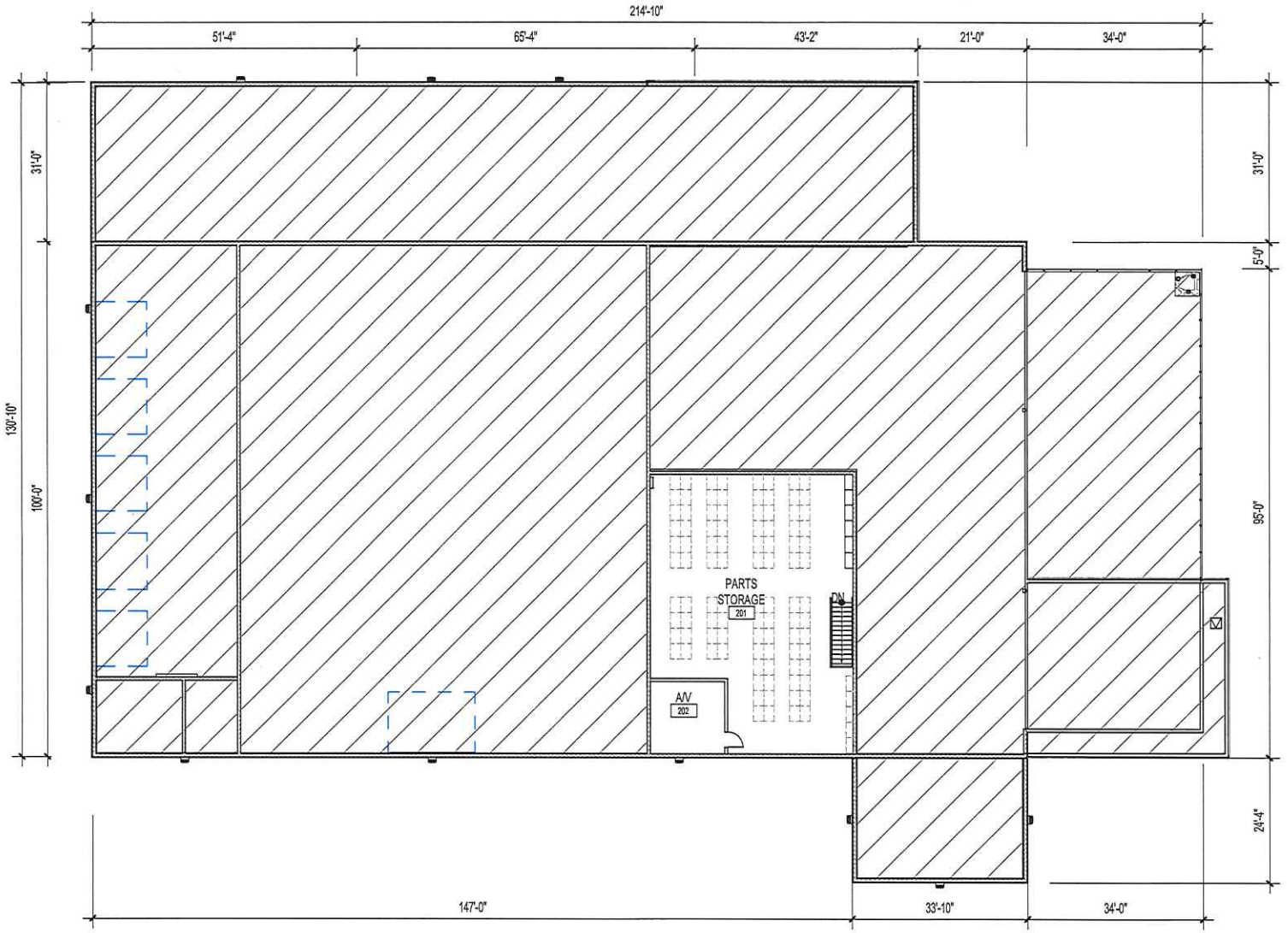
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MILWAUKEE AVENUE, LIBERTYVILLE, IL

PD/PC SUBMITTAL REVISION NO. 2	01/24/2022
PD/ARC SUBMITTAL REVISION NO. 1	12/13/2021
PLANNED DEVELOPMENT SUBMITTAL	10/23/2021

PROJECT NUMBER: 21030

A1.0



1 / A1.1 **MEZZANINE FLOOR PLAN**

SCALE: 1" = 20'-0"

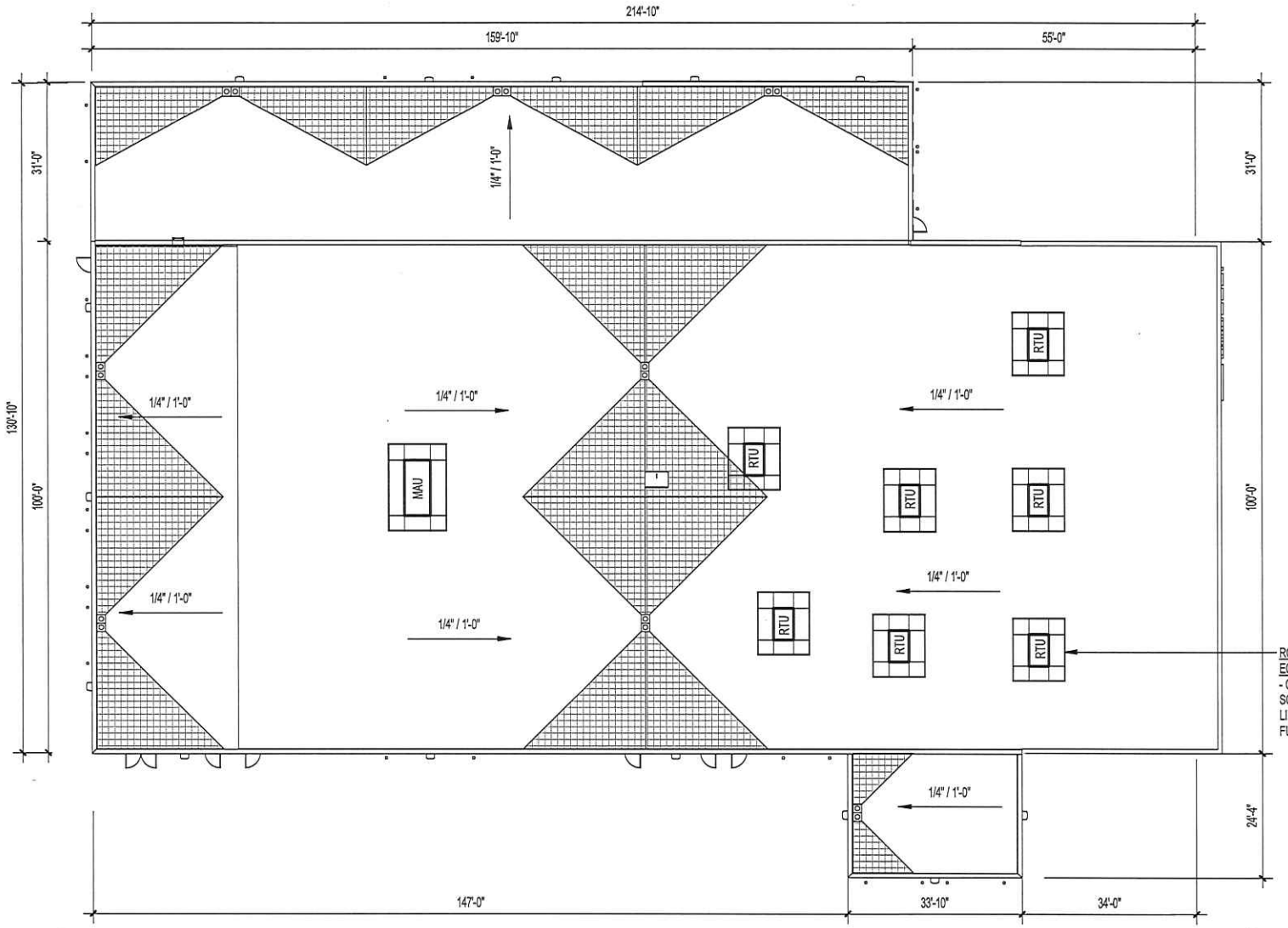
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PD/PC SUBMITTAL REVISION NO. 2	01/24/2022

PROJECT NUMBER: 21030

A1.1



1 / A1.2 **ROOF PLAN**

SCALE: 1" = 20'-0"

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LIBERTYVILLE HYUNDAI

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PD/PC SUBMITTAL REVISION NO. 2	01/24/2022

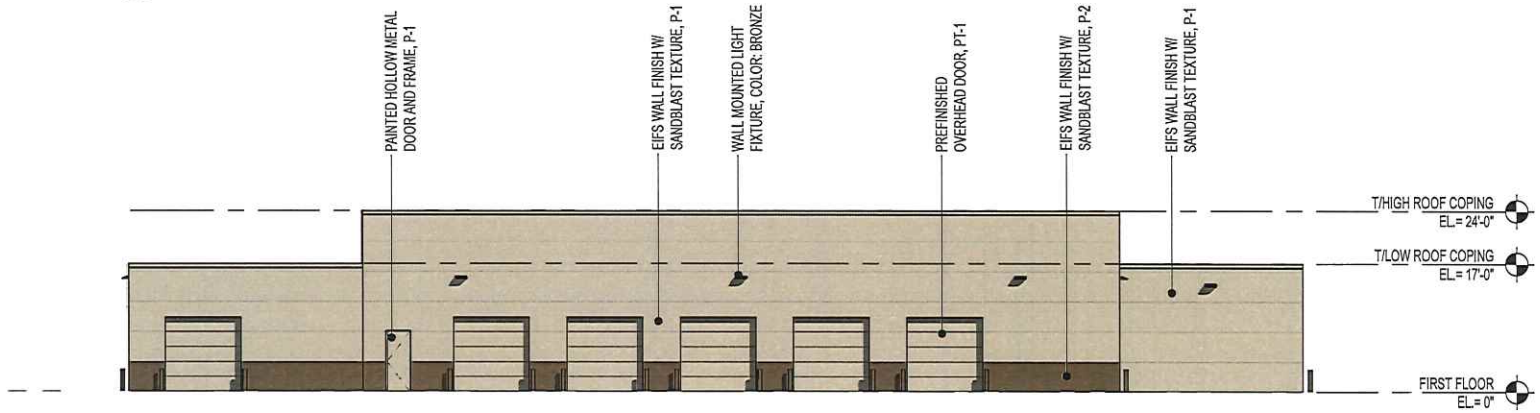
PROJECT NUMBER: 21030

A1.2



1 / A2.0 **EAST ELEVATION**

SCALE: 1/16" = 1'-0"



2 / A2.0 **WEST ELEVATION**

SCALE: 1/16" = 1'-0"

EXTERIOR FINISH LEGEND	
ACM-1	SHAPED SKY FASCIA ALUMINUM COMPOSITE METAL, COLOR: HYUNDAI BRONZE, TEXTURE: SMOOTH
ACM-2	SHAPED SKY CEILING ALUMINUM COMPOSITE METAL, COLOR: HYUNDAI BRONZE, TEXTURE: SMOOTH
ACM-3	ALUMINUM COMPOSITE METAL, COLOR: HYUNDAI BRONZE, TEXTURE: SMOOTH
P-1	EXTERIOR PAINT - SHERWIN WILLIAMS, COLOR: SW9111 ANTLER VELVET
P-2	EXTERIOR PAINT - SHERWIN WILLIAMS, COLOR: SW6104 KAFFEE
ST-1	CURTAIN WALL SYSTEM - KAWNEER 1600 SYSTEM 2, COLOR: CLEAR ANODIZED

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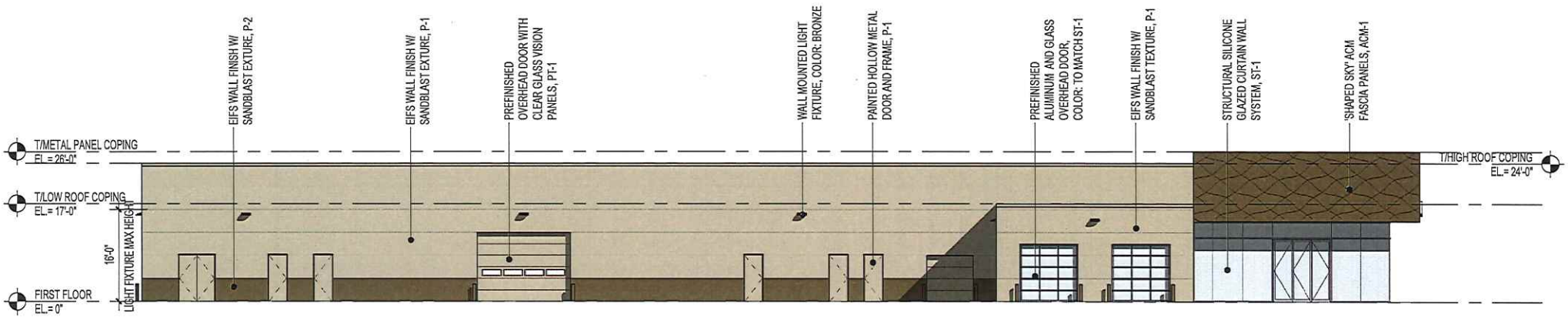
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MILWAUKEE AVENUE, LIBERTYVILLE, IL

PD/PC SUBMITTAL REVISION NO. 2	01/24/2022
PD/ARC SUBMITTAL REVISION NO. 1	12/10/2021
PLANNED DEVELOPMENT SUBMITTAL	10/29/2021

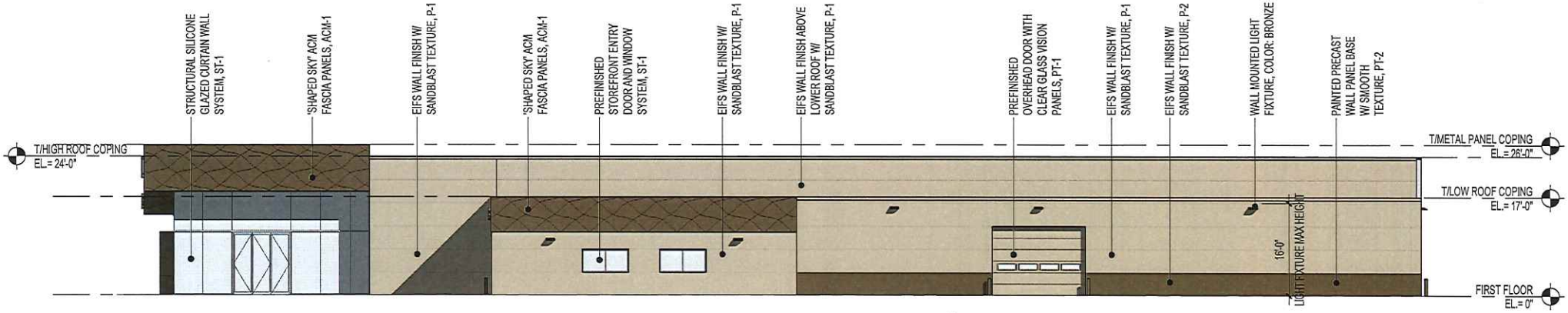
PROJECT NUMBER: 21030

A2.0



1 A2.1 **NORTH ELEVATION**

SCALE: 1/16" = 1'-0"



2 A2.1 **SOUTH ELEVATION**

SCALE: 1/16" = 1'-0"

EXTERIOR FINISH LEGEND	
ACM-1	SHAPED SKY FASCIA ALUMINUM COMPOSITE METAL, COLOR: HYUNDAI BRONZE, TEXTURE: SMOOTH
ACM-2	SHAPED SKY CEILING ALUMINUM COMPOSITE METAL, COLOR: HYUNDAI BRONZE, TEXTURE: SMOOTH
ACM-3	ALUMINUM COMPOSITE METAL, COLOR: HYUNDAI BRONZE, TEXTURE: SMOOTH
P-1	EXTERIOR PAINT - SHERWIN WILLIAMS, COLOR: SW9111 ANTLER VELVET
P-2	EXTERIOR PAINT - SHERWIN WILLIAMS, COLOR: SW6104 KAFFEE
ST-1	CURTAIN WALL SYSTEM - KAWNEER 1600 SYSTEM 2, COLOR: CLEAR ANODIZED

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PD/PC SUBMITTAL REVISION NO. 2	01/24/2022
PD/ARC SUBMITTAL REVISION NO. 1	12/10/2021
PLANNED DEVELOPMENT SUBMITTAL	10/29/2021

PROJECT NUMBER: 21030

A2.1



1 / A3.0 **AERIAL VIEW LOOKING WEST**

SCALE: 12" = 1'-0"

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MILWAUKEE AVENUE, LIBERTYVILLE, IL

PD/PC SUBMITTAL REVISION NO. 2	01/24/2022
PD/ARC SUBMITTAL REVISION NO. 1	12/10/2021

A3.0

PROJECT NUMBER: 21030



1 / A3.1 AERIAL VIEW LOOKING SOUTHWEST

SCALE: 12" = 1'-0"

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MILWAUKEE AVENUE, LIBERTYVILLE, IL

PD/PC SUBMITTAL REVISION NO. 2	01/24/2022
PD/ARC SUBMITTAL REVISION NO. 1	12/10/2021

A3.1

PROJECT NUMBER: 21030



1 / A3.2 VIEW LOOKING NORTHWEST

SCALE: 12" = 1'-0"

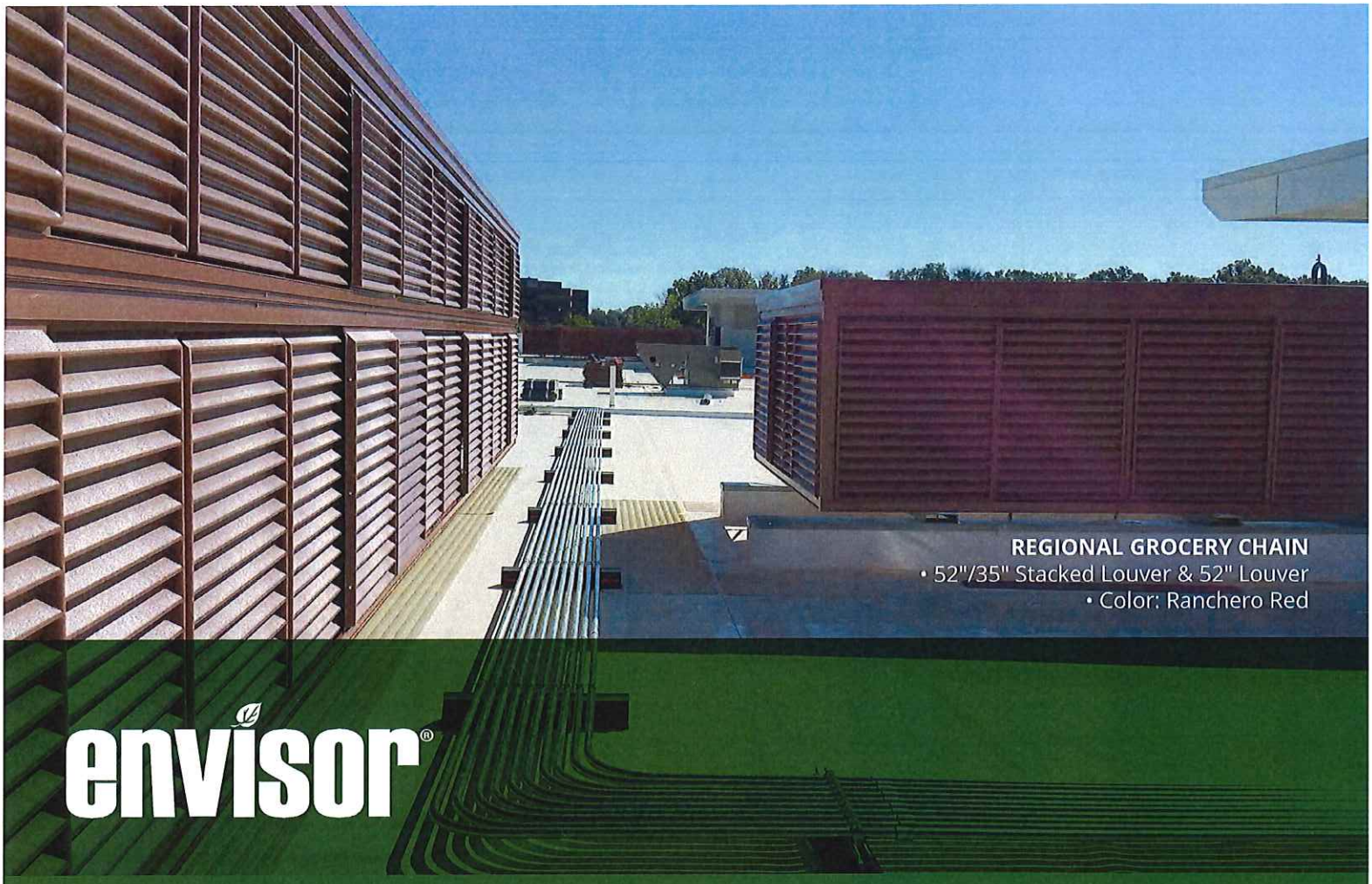
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PD/ARC SUBMITTAL REVISION NO. 1	12/10/2021

A3.2

PROJECT NUMBER: 21030

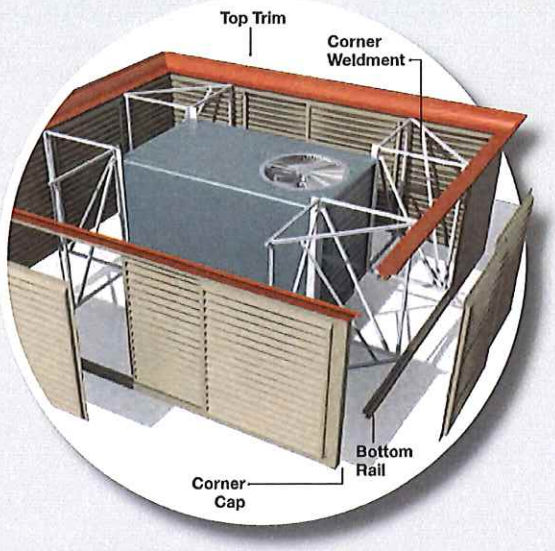


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Innovative Rooftop Screens

Attractive, code-compliant and long lasting, Envisor equipment screens offer affordable, elegant, customized screening solutions that blend into the overall design, all with no rooftop penetration. Our patented roof screen system provides practical solutions for municipal screening requirements of HVAC units, chillers, air handlers, power exhausts, roof stacks and communication equipment. You name it, we can screen it!

- **Zero Rooftop Penetration**
- **ABS or Metal**
- **Sliding Panels for Easy Service Access**



U.S. Patent No. 5,664,384
U.S. Patent No. 7,000,362
U.S. Patent No. 7,707,798

CityScapes®
ARCHITECTURAL INNOVATIONS



COMMERCIAL OFFICE SPACE
• 52" Horizontal Louver panel with Lineal Band style top trim
• Color: Almond

THE LEADING ROOF SCREEN CHOICE OF ARCHITECTS, BUILDING OWNERS AND CONTRACTORS FOR MORE THAN 20 YEARS.



CHURCH OFFICE
• 52" Horizontal Louver panel with Cove top trim
• Color: Custom color match



NATIONAL RETAILER
• 70" Horizontal Louver panel with 2 Step top trim
• Color: Alabaster

envisor®

DESIGN OPTIONS

Envisor screens are the perfect alternative to parapet walls and they satisfy even the strictest screening code requirements. Both styles feature our patented attachment method, which secures our screens directly to the equipment with no rooftop penetration. Post
PROPOSED SCREEN STYLE
en heights are available to shield virtually anything you desire. Envisor systems can be stacked up to three panels high to enclose tall RTUs.

VERTICAL



(Available in Metal or Acrylicap® ABS)

CANTED



(Available in Acrylicap® ABS only)

POST MOUNT



(Available in Metal or Acrylicap® ABS)

PANEL STYLES

Panels are available in ten standard styles, allowing you to match or coordinate with the building design. The panels are constructed of thermoformed, high-impact ABS with a co-extruded UV protective layer on both sides or choose one of our metal series options in a variety of thicknesses and finishes. The panels are held firmly in place using a rust-free, double tracked aluminum rail system. This
PROPOSED LOUVER STYLE
or easy access to the unit during servicing and maintenance.

ACRYLICAP® ABS SERIES PANELS



LOUVER HORIZONTAL



RIB HORIZONTAL



BRICK



FLAT PAN



FOREST



BATTEN VERTICAL



7.2 RIB HORIZONTAL



RIB VERTICAL

METAL SERIES PANELS



7.2 RIB
HORIZONTAL SOLID



7.2 RIB
VERTICAL SOLID



NEW!
4.0 CORRUGATED
HORIZONTAL SOLID



NEW!
4.0 CORRUGATED
VERTICAL SOLID



7.2 RIB
HORIZONTAL PERFORATED



7.2 RIB
VERTICAL PERFORATED



PAN SOLID



PAN PERFORATED

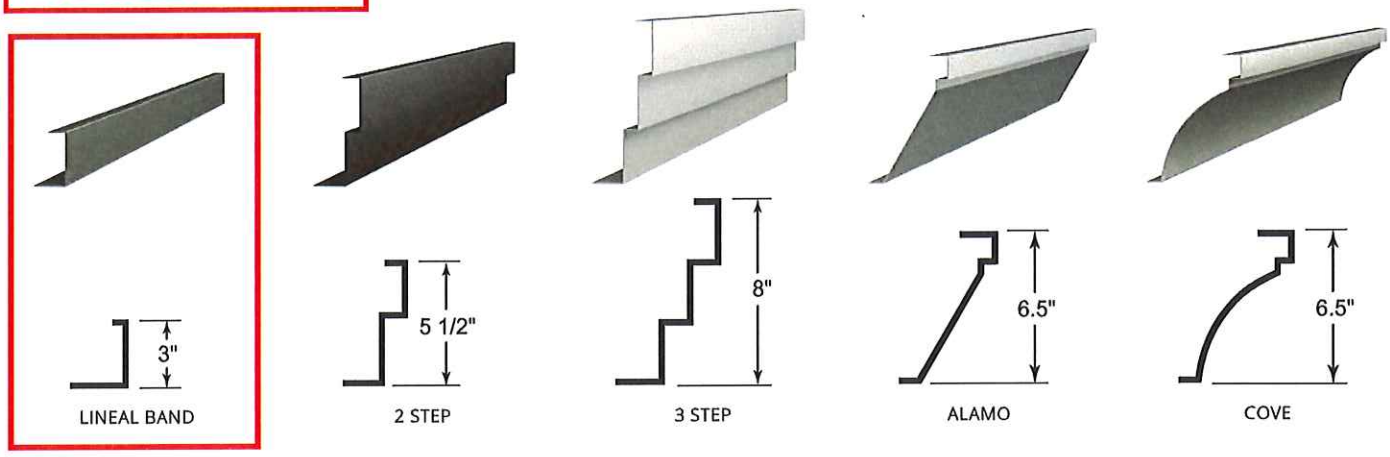
Don't see a panel that fits your project?

Tell us and we'll make one that you design. (Mold fee may apply)

TOP TRIM STYLES

OPTIONAL — Decorative top trim options offer the flexibility to further customize the elegant appearance of the screens by picking up building design elements and incorporating those details into the screen. Although optional, they offer one more way to make screens part of the design, not part of the problem. *Prices vary by style.*

PROPOSED TOP TRIM



COLORS

Our designer colors complement most architectural applications, but don't let standard colors limit your creativity. We have the ability to match any cross-refer d us samples to match. We've even matched a color to a rock! Colors are approximations. Please

PROPOSED COLOR TO MATCH EIFS



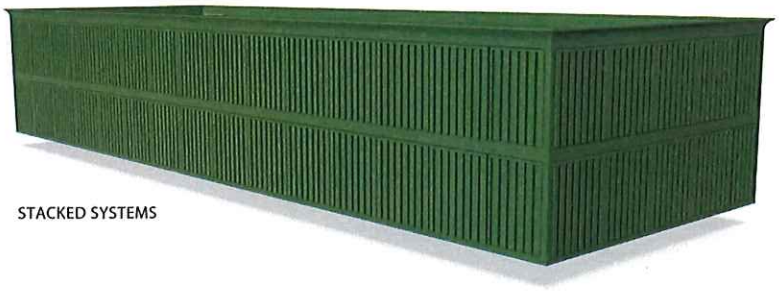
Need a custom color? Provide a Sherwin Williams or PMS code and we can color match.

Speak to a project manager about our Envisor accessories, including lighting kits and more.

CityScapes®
ARCHITECTURAL INNOVATIONS

CUSTOM SOLUTIONS

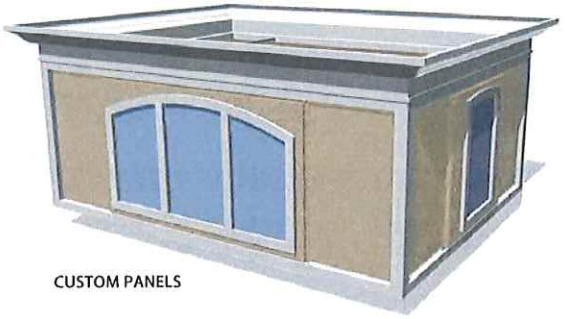
Envisor equipment screens can be manufactured in a limitless combination of shapes and configurations to help reduce cost, add to the aesthetics of a building or both. Let us design one for you! Just tell us the equipment manufacturer, the model numbers and any special requirements you might have. **Additional costs may apply.*



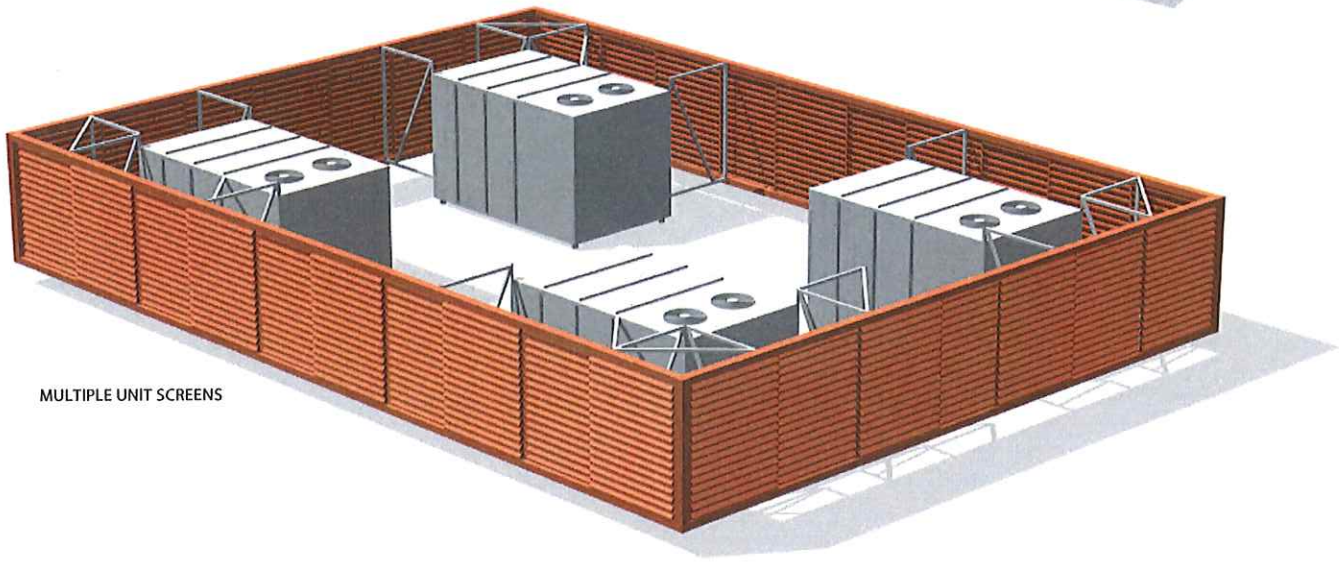
STACKED SYSTEMS



TOP TRIM ADDED



CUSTOM PANELS



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MEDICAL BUILDING ROOFTOP SEATING AREA
- 52" Forest Style Panel with Cove Top Trim
- Color: Forest Green

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ARCHITECTURAL INNOVATIONS

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Rev 12/21

PROPOSED IMPROVEMENTS FOR

LIBERTYVILLE HYUNDAI

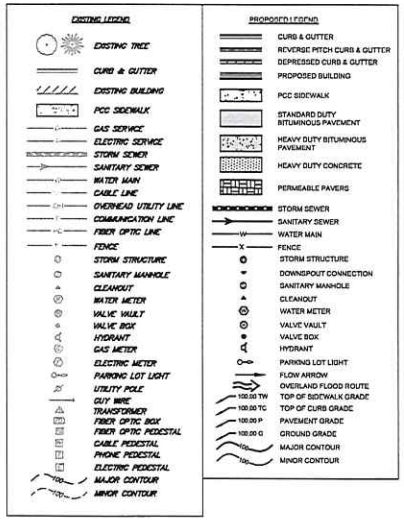
901 S MILWAUKEE AVE, LIBERTYVILLE, IL 60048

Sheet List Table	
Sheet Number	Sheet Title
C0.0	SITE LOCATION & CIVIL LEGEND
C0.1	GENERAL NOTES AND SPECIFICATIONS
C1.0	EXISTING CONDITIONS & DEMOLITION PLAN
C1.1	OVERALL SITE PLAN
C1.2	DETAILED SITE PLAN
C2.0	GRADING PLAN
C2.1	SOIL EROSION & CONTROL PLAN
C2.2	SOIL EROSION & CONTROL DETAILS
C3.0	SITE UTILITY PLAN
C3.1	SANITARY SEWER PLAN & PROFILE
C4.0	SITE CONSTRUCTION DETAILS
C4.1	SITE CONSTRUCTION DETAILS
C4.2	SITE CONSTRUCTION DETAILS

LOCATION MAP



SECTION 21, TOWNSHIP 44N, RANGE 11E



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PHONE: 312.850.4970, WEBSITE: S222ARCH.COM

CAGE CIVIL ENGINEERING
3110 WOODCREEK DR, DOWNERS GROVE, IL 60515 PHONE: 630.598.0007

LIBERTYVILLE HYUNDAI
901 S MILWAUKEE AVE.
LIBERTYVILLE, IL

CITY RE-SUBMITTAL	01.24.24
CITY SUBMITTAL	11.10.23

DOR: 11/23

SITE LOCATION & CIVIL LEGEND

C0.0

CAGE ENGINEERING INC PROJECT NUMBER: 210141

811 Know what's below. Call before you dig. JULIE

12/1/2023 5:23:48 PM

GENERAL REQUIREMENTS:

1. ALL WORK SHALL BE IN CONFORMANCE WITH THE APPLICABLE SECTIONS OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" (HEREIN AFTER REFERRED TO AS STANDARD SPECIFICATIONS) ADOPTED APRIL 1, 2016 AND SUPPLEMENTAL SPECIFICATIONS. WITHIN THE STANDARD SPECIFICATIONS, ARTICLES 105.01, 105.09, 105.10, 105.11, 105.12, 105.13 AND SECTION 109 SHALL NOT BE INCORPORATED INTO THIS CONTRACT.
2. SCOPE OF WORK: THE PROPOSED IMPROVEMENTS CONSIST OF SUPPLYING ALL THE NECESSARY LABOR, MATERIAL AND EQUIPMENT TO SATISFACTORILY CONSTRUCT AND INSTALL ALL IMPROVEMENTS ACCORDING TO THE PLANS DESIGNATED HEREIN.
3. CONTRACTOR SHALL HAVE THE RESPONSIBILITY TO LOCATE AND PROTECT ALL UNDERGROUND FACILITIES/UTILITIES DURING CONSTRUCTION OPERATIONS AS OUTLINED IN ARTICLE 107.31 OF THE STANDARD SPECIFICATIONS AND CONTACT THE OWNER. ANY DAMAGE TO ANY UTILITIES SHALL BE PROMPTLY REPORTED TO THE OWNER. REPAIRS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE UNDERGROUND UTILITIES SHOWN HEREIN ARE APPROXIMATE AND BASED ON THE ACTUAL LOCATION OF SURFACE STRUCTURES AND PLANS PROVIDED BY THE OWNER. THE IMPLIED PRESENCE OR ABSENCE OF UTILITIES IS NOT TO BE CONSTRUED BY THE OWNER, ENGINEER, CONTRACTOR, OR SUBCONTRACTORS TO BE AN ACCURATE AND COMPLETE REPRESENTATION OF UTILITIES THAT MAY OR MAY NOT EXIST ON THE CONSTRUCTION SITE. BURIED AND ABOVE GROUND UTILITY LOCATION, IDENTIFICATION, AND MARKING IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. REROUTING, DISCONNECTION, PROTECTION, ETC. OF ANY UTILITIES MUST BE COORDINATED BETWEEN THE CONTRACTOR, UTILITY COMPANY, AND OWNER. SITE SAFETY, INCLUDING THE AVOIDANCE OF HAZARDS ASSOCIATED WITH BURIED AND ABOVEGROUND UTILITIES REMAINS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING UTILITY PROPERTY FROM CONSTRUCTION OPERATIONS.
4. THE CONTRACTOR SHALL FURNISH, ERECT, AND MAINTAIN MARKINGS AND ASSOCIATED HAZARD WARNING LIGHTS, DELINEATOR FENCE, AND OTHER ASSOCIATED FACILITIES AS REQUIRED FOR OPEN TRENCHES, EXCAVATIONS, TEMPORARY STOCK PILES, AND PARKED CONSTRUCTION EQUIPMENT THAT MAY POSE A POTENTIAL HAZARD AS PART OF THE DAILY OPERATIONS AT THIS SITE. CONTRACTOR IS SOLELY RESPONSIBLE FOR SITE SAFETY.
5. CONTRACTOR SHALL CONTINUOUSLY COMPARE ALL LINES, GRADES, AND OTHER INFORMATION APPEARING ON THE PLANS WITH THE ACTUAL LINES, GRADES, AND SITE CONDITIONS. ANY DISCREPANCIES THAT MAY AFFECT THE PERFORMANCE OF THE WORK IN ACCORDANCE WITH THE INTENT OF THE CONTRACT DOCUMENTS SHALL BE IMMEDIATELY REPORTED TO THE OWNER AND ENGINEER IN WRITING FOR DISPOSITION BEFORE CONTRACTOR PROCEEDS WITH THE WORK. CONTRACTOR SHALL HAVE FULL RESPONSIBILITY FOR THE WORK COMPLETED PRIOR TO THE REPORT TO THE OWNER AND ENGINEER, AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR CORRECTION OF THE WORK PRIOR TO THE REPORT TO THE OWNER AND ENGINEER.
6. CONTRACTOR PARKING AND LAYDOWN AREAS SHALL BE COORDINATED WITH THE OWNER.
7. PRIOR TO PERFORMING ANY WORK IN OR ON THE RIGHT OF WAY OF ANY CITY OR STATE ROADWAY, THE CONTRACTOR SHALL NOTIFY THE CITY / STATE TRAFFIC ENGINEERS OFFICE. THE CONTRACTOR SHALL ERECT WARNING SIGNS AND BARRICADES TO PROTECT THE TRAVELING PUBLIC AND HIS WORKERS. THE SIGNING AND BARRICADING SHALL CONFORM TO THE APPROPRIATE APPLICATIONS OUTLINED IN THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES OR AS OTHERWISE DIRECTED BY THE CITY / STATE TRAFFIC ENGINEER. IF PERMITS ARE REQUIRED TO CONDUCT THE WORK, THE CONTRACTOR SHALL SECURE THE PERMITS AND SUPPLY THEM TO THE OWNER AT NO ADDITIONAL COST. ALL FULL WIDTH LANE CLOSURES, PARTIAL LANE CLOSURES, AND CONSTRUCTION ADJACENT TO PAVEMENT SHALL BE IDENTIFIED, SIGNED, AND BARRICADED ERECTED IN CONFORMANCE WITH THE APPLICABLE ARTICLES OF SECTION 701 OF THE STANDARD SPECIFICATIONS AND THE MUNICIPALITY'S REQUIREMENTS. ALL TRAFFIC PROTECTION, BOTH ONSITE AND OFFSITE, SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.
8. CONTRACTOR SHALL REMOVE EARTHEN MATERIALS, EXISTING SURFACES, AND STRUCTURES AS REQUIRED. ALL WASTE MATERIAL SHALL BE PROPERLY DISPOSED OFF-SITE AND SHALL BE INCIDENTAL TO THE CONTRACT.
9. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, UNLESS NOTED. THIS WILL INCLUDE BUT NOT BE LIMITED TO MUNICIPAL BUILDING PERMIT. THE OWNER WILL SECURE THE N.P.D.E.S. PERMIT. THE CONTRACTOR SHALL PROVIDE ANY FINANCIAL SURETIES REQUIRED AS PART OF ANY PERMIT.
10. WHEN CONCRETE IS PLACED ABUTTING STRUCTURES, FOUNDATIONS OR EXISTING SIDEWALKS, A BOND BREAKER CONSISTING OF 1" P.J.F. AND ELASTOMERIC JOINT SEALANT SHALL BE USED FULL DEPTH UNLESS OTHERWISE NOTED.
11. MAXIMUM CONTRACTION JOINT SPACING ON CONCRETE CURB AND GUTTER OR CONCRETE GUTTER SHALL NOT EXCEED 25'.
12. SIDEWALK RAMPS FOR ADA SHALL BE IN ACCORDANCE WITH THE DETAILS SHOWN HEREIN. DETECTABLE WARNINGS SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS.
13. HOT-MIX ASPHALT PAVEMENT PATCHING SHALL BE IN ACCORDANCE WITH SECTION 442 OF THE STANDARD SPECIFICATIONS.
14. CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING AND SUBMITTING ELECTRONIC AS-BUILT DRAWINGS, FOR UTILITIES AND DETENTION AREAS, TO THE OWNER AND ENGINEER FOR REVIEW AND APPROVAL PRIOR TO PROJECT ACCEPTANCE.
15. CONSTRUCTION STAKING, LAYOUT, AND GRADING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR USING THE BASIC TOPOGRAPHIC SURVEY CONTROLS PROVIDED IN THE PLANS. CONTRACTOR SHALL VERIFY SURVEY CONTROLS PRIOR TO BEGINNING CONSTRUCTION. ANY DISCREPANCIES IN THE SURVEY CONTROLS SHALL BE REPORTED TO THE OWNER AND ENGINEER PRIOR TO CONSTRUCTION. ANY ADDITIONAL SURVEY CONTROLS REQUIRED FOR CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
16. CONTRACTOR SHALL COORDINATE ALL UTILITY LINE CROSSINGS TO ENSURE ALL PIPES MAINTAIN MINIMUM COVER, MINIMUM CLEARANCES, AND PROPER SEPARATION. GRAVITY LINES SHALL HAVE PRECEDENCE OVER PRESSURIZED LINES.
17. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ALL ITEMS INCORPORATED INTO THE WORK FOR ENGINEER REVIEW AND APPROVAL A MINIMUM OF 4 WEEKS PRIOR TO ORDERING.
18. REFERENCES TO "INSPECTION" OR "INSPECTOR" IN THE SPECIFICATIONS SHALL NOT CREATE, IMPOSE, OR GIVE RISE TO ANY DUTY OWED BY THE OWNER OR ENGINEER TO THE CONTRACTOR, ANY SUBCONTRACTOR, OR ANY SUPPLIER. ALL IMPROVEMENTS SHALL BE SUBJECT TO INSPECTION BY A DULY AUTHORIZED AND QUALIFIED OWNER'S REPRESENTATIVE DURING THE COURSE OF CONSTRUCTION AND AFTER CONSTRUCTION IS COMPLETE. THE INSPECTOR SHALL HAVE AUTHORITY OVER MATERIALS OF CONSTRUCTION, METHODS OF CONSTRUCTION AND WORKMANSHIP TO ENSURE COMPLIANCE WITH WORKING DRAWINGS AND SPECIFICATIONS. THE CONTRACTOR SHALL PROVIDE FOR REASONABLE TESTS AND PROOF OF QUALITY OF MATERIALS AS REQUESTED BY THE INSPECTOR. UPON DUE CAUSE, WHICH SHALL INCLUDE WEATHER CONDITIONS, WORKMANSHIP OR NON-ADHERENCE TO THE APPROVED PLANS AND SPECIFICATIONS, THE INSPECTOR SHALL HAVE THE AUTHORITY TO STOP CONSTRUCTION.
19. WHERE SECTION, SUB-SECTION, SUBDIVISION, OR PROPERTY MONUMENTS ARE ENCOUNTERED, THE OWNER'S REPRESENTATIVE SHALL BE NOTIFIED BEFORE SUCH MONUMENTS ARE REMOVED. THE CONTRACTOR SHALL PROTECT AND PRESERVE ALL PROPERTY MARKERS UNTIL AN OWNER OR AUTHORIZED SURVEYOR HAS WITNESSED OR REFERENCED THEIR LOCATION.
20. ALL TRENCH BACKFILL SHALL BE GRANULAR MATERIAL UNLESS EXISTING GRANULAR MATERIALS ARE SPECIFICALLY APPROVED BY THE OWNER'S REPRESENTATIVE.
21. ALL AGGREGATE BASE COURSE SHALL BE COMPACTED TO 98% STANDARD PROCTOR DENSITY.
22. ALL AGGREGATE BASE AREAS TO BE PAVED (PAVEMENT, SIDEWALK, CURB, OR STRUCTURES) SHALL BE PROOF-ROLLED WITH SEVERAL PASSES OF A FULLY LOADED DUMP TRUCK. CONTRACTOR SHALL NOTIFY THE OWNER AND/OR ENGINEER 24 HOURS PRIOR TO PROOF ROLL AND SHALL MAKE ALL CORRECTIONS TO PROVIDE A SATISFACTORY SUBGRADE.
23. ANY UNCONTROLLED CRACKING THAT OCCURS IN CONCRETE PAVEMENT, SIDEWALK, CURB, OR CURB AND GUTTER PRIOR TO FINAL ACCEPTANCE SHALL BE ROUTED OR SAWED AND SEALED ACCORDING TO THE STANDARD SPECIFICATIONS.
24. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES PRIOR TO ANY WORK IN AND AROUND UTILITY-OWNED INFRASTRUCTURE AND MAKE THEM AWARE OF WORK TO BE PERFORMED.
25. ALL SIDEWALKS SHALL BE 4 INCHES IN THICKNESS AND CONSTRUCTED TO THE WIDTH SHOWN ON THE PLANS. ALL SIDEWALKS SHALL BE CONSTRUCTED WITH A MIN. CROSS SLOPE OF 1% AND A MAX. CROSS SLOPE OF 2%. SIDEWALK THICKNESS SHALL BE INCREASED TO A MINIMUM 6" AT DRIVEWAYS OR AS REQUIRED BY THE MUNICIPALITY.
26. ANY SIDEWALKS, FENCES, AND OTHER ITEMS NOT SHOWN TO BE REMOVED, BUT DAMAGED DURING CONSTRUCTION, SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER.
27. CONTRACTOR SHALL NOTIFY THE APPROPRIATE AGENCY A MINIMUM OF 48 HOURS PRIOR TO CONNECTING TO OR INSTALLING ANY PUBLIC SEWER OR WATER MAINS.
28. PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AFFECTING THEIR WORK WITH THE ACTUAL CONDITIONS AT THE PROJECT SITE. IN ADDITION, THE CONTRACTOR MUST VERIFY THE ENGINEER'S LINE AND GRADE STAKES. IF THERE ARE ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE CONSTRUCTION PLANS, THE CONTRACTOR MUST IMMEDIATELY PROVIDE THE INFORMATION TO THE ENGINEER BEFORE DOING ANY WORK. OTHERWISE, THE CONTRACTOR ASSUMES FULL RESPONSIBILITY. IN THE EVENT OF DISAGREEMENT BETWEEN THE CONSTRUCTION PLANS, STANDARD SPECIFICATIONS AND/OR DETAILS, THE CONTRACTOR SHALL SECURE WRITTEN INSTRUCTIONS FROM THE ENGINEER PRIOR TO PROCEEDING WITH ANY PART OF THE WORK EFFECTED BY OMISSIONS OR DISCREPANCIES. IF THE CONTRACTOR FAILS TO SECURE WRITTEN INSTRUCTIONS FROM THE ENGINEER, THE CONTRACTOR WILL BE CONSIDERED TO HAVE PROCEEDED AT HIS OWN RISK AND EXPENSE. IN THE EVENT OF ANY DOUBT OR QUESTION ARISING WITH RESPECT TO SPECIFICATIONS, THE DECISION OF THE ENGINEER SHALL BE FINAL.

EXISTING TOPOGRAPHY:

1. ALL UTILITIES SHOWN ARE APPROXIMATE ONLY AND ARE DERIVED FROM EXISTING UTILITY MARKINGS, OLD SITE PLANS, UTILITY COMPANY MAPS, PRIVATE LOCATOR AND OBSERVED EVIDENCE.
2. ALL PIPE SIZES REFERENCED HEREON ARE SHOWN ACCORDING TO UTILITY COMPANY MAPS, OLD SITE PLANS AND OBSERVED EVIDENCE. ALL PIPE SIZES AND INVERTS SHOULD BE VERIFIED PRIOR TO ANY CONSTRUCTION.
3. PRIOR TO ANY EXCAVATION CONTRACTORS SHALL CALL THE TOLL FREE J.U.L.I.E. TELEPHONE NUMBER 1-800-892-0123. ALLOW 48 HOURS FOR LOCATIONS OTHER THAN EMERGENCY ASSISTANCE.

SITE DEMOLITION:

1. EXISTING UTILITIES TO REMAIN, WHICH ARE DAMAGED BY THE CONTRACTOR DURING CONSTRUCTION, SHALL BE REPAIRED AND/OR REPLACED WITHOUT ADDITIONAL COMPENSATION. CONFLICTS WITH PROPOSED CONSTRUCTION AND UTILITIES TO REMAIN ARE TO BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONSTRUCTION MANAGER FOR COORDINATION WITH THE OWNER'S REPRESENTATIVE, ENGINEER, AND UTILITY COMPANY.
2. NO DEMOLITION OR CONSTRUCTION ACTIVITIES SHALL TAKE PLACE WITHIN PUBLIC RIGHT-OF-WAY UNTIL ALL PERMITS ARE SECURED.
3. ALL PAVEMENT TO BE REMOVED SHALL BE SAWCUT FULL DEPTH.
4. CONTRACTOR SHALL EMPLOY ALL MEASURES NECESSARY DURING DEMOLITION TO CONTROL EROSION AND INSURE THAT SEDIMENT DOES NOT LEAVE THE SITE. TRACKING OF DIRT ONTO PUBLIC STREETS AND EXISTING PARKING LOT SHALL BE CLEANED IMMEDIATELY, AND ALL SEDIMENT AND EROSION CONTROL ITEMS SHALL BE INSTALLED PRIOR TO CLEARING AND DEMOLITION WORK.
5. CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXISTING SITE CONDITIONS AND BECOMING FAMILIAR WITH ALL CONSTRUCTION DOCUMENTS.
6. ITEMS INDICATED TO BE REMOVED SHALL BE COMPLETELY REMOVED UNLESS INDICATED OTHERWISE.
7. ALL TREES AND BRUSH INDICATED TO BE REMOVED SHALL BE REMOVED COMPLETELY, INCLUDING ROOT BALLS.
8. UNLESS OTHERWISE IDENTIFIED AND/OR NOTED ON THE DEMOLITION PLAN, CONTRACTOR SHALL FULLY DEMOLISH, REMOVE, AND LAWFULLY DISPOSE OF ALL EXISTING BUILDINGS, IMPROVEMENTS, AND RELATED APPURTENANCES AT THIS SITE AND PROPERTY. CONTRACTOR SHALL ALSO DEMOLISH, REMOVE, AND LAWFULLY DISPOSE OF EXISTING IMPROVEMENTS AND CONSTRUCTIONS IN THE PUBLIC RIGHT-OF-WAY NECESSARY TO ACCOMPLISH THE NEW PROJECT WORK DESCRIBED ELSEWHERE IN THESE BIDDING AND CONSTRUCTION DOCUMENTS. CONTRACTOR SHALL PROCURE ALL NECESSARY PERMITS AND APPROVALS FOR SUCH DEMOLITION WORK (BOTH INSIDE THE PROPERTY LINE AND IN THE PUBLIC RIGHT-OF-WAY) PRIOR TO COMMENCING ANY DEMOLITION OPERATIONS.
9. CONTRACTOR SHALL FULLY PROTECT ALL SURROUNDING PROPERTIES FROM ANY AND ALL DAMAGE DURING DEMOLITION OPERATIONS; AND SHALL BE FULLY RESPONSIBLE FOR REPAIRING (TO A CONDITION ACCEPTABLE TO THE OWNER AND ARCHITECT) ANY AND ALL DAMAGE THAT DOES OCCUR.
10. CONTRACTOR SHALL PROVIDE ALL NECESSARY TRAFFIC CONTROLS AND RELATED APPURTENANCES THAT ARE REQUIRED BY ANY APPLICABLE CODES AND ORDINANCES, DURING ALL DEMOLITION OPERATIONS.
11. CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR THE SAFETY AND SECURITY OF THE PROJECT SITE AND ITS SURROUNDINGS DURING DEMOLITION OPERATIONS.
12. ALL DEMOLISHED EXISTING MATERIALS, SYSTEMS, AND CONSTRUCTIONS SHALL BE DISPOSED OF IN A LAWFUL MANNER, AND WRITTEN RECORDS OF THE FINAL DESTINATION FOR THESE MATERIALS, SYSTEMS, AND CONSTRUCTIONS SHALL BE PROVIDED TO THE OWNER AND ENGINEER.
13. EXISTING SITE SHALL BE CLEANED ON A DAILY BASIS THROUGHOUT THE DURATION OF DEMOLITIONS OPERATIONS; AND NO DEBRIS OR PRODUCTS OF DEMOLITION SHALL BE ALLOWED TO ACCUMULATE OUTSIDE THE BOUNDARIES OF THE SITE.
14. CONTRACTOR SHALL FULLY COORDINATE ALL PROJECT DEMOLITION OPERATIONS, INCLUDING THE REMOVAL AND LAWFUL DISPOSAL OF ALL MATERIALS AND SYSTEMS.

SITE LAYOUT:

1. JOINTS IN SIDEWALK SHALL BE TOOLED AT 5' MAX. INTERVALS, UNLESS INDICATED OTHERWISE.
2. NORTHING-EASTING COORDINATES AND DIMENSIONS FOR CURB AND GUTTER ARE TO FACE OF CURB.
3. CONTRACTOR SHALL COORDINATE ALL WORK WITHIN PUBLIC RIGHT-OF-WAY WITH THE APPROPRIATE PUBLIC AGENCY. NOTIFICATION SHALL OCCUR A MINIMUM OF 48 HOURS PRIOR TO COMMENCING WORK WITHIN PUBLIC RIGHT-OF-WAY. ALL PERMITS ARE THE RESPONSIBILITY OF THE CONTRACTOR.
4. P.C. CONCRETE PAVEMENT AND SIDEWALKS SHALL BE CLASS PV AND CLASS SI, RESPECTIVELY, IN ACCORDANCE WITH THE IDOT STANDARD SPECIFICATIONS.
5. CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXISTING SITE CONDITIONS AND BECOMING FAMILIAR WITH ALL CONSTRUCTION DOCUMENTS.
6. SEE ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS AND DOOR LOCATIONS.
7. CONTRACTOR SHALL COORDINATE EQUIPMENT PADS WITH EQUIPMENT MANUFACTURERS.

SITE GRADING AND EROSION CONTROL:

1. ALL SUBGRADE EXCAVATION AND COMPACTION SHALL BE COMPLETED IN ACCORDANCE WITH THE GEOTECHNICAL REPORT PREPARED BY OTHERS.
2. ENGINEERED STRUCTURAL FILLS SHALL BE INCLUDED IN OVERALL SITE DEVELOPMENT TO PROVIDE ADEQUATE STRUCTURAL SUPPORT FOR THE FLOOR SLABS ON GRADE AND ADJOINING PAVEMENT AREAS. REFER TO THE GEOTECHNICAL REPORT FOR APPROVED FILL MATERIALS.
3. WHERE FIRM FOUNDATION MATERIAL IS NOT ENCOUNTERED AT THE GRADE ESTABLISHED, DUE TO UNSUITABLE SOIL, ALL SUCH UNSUITABLE MATERIAL SHALL BE REMOVED AND REPLACED WITH APPROVED COMPACTED GRANULAR MATERIAL.
4. TOPSOIL SHALL BE STRIPPED IN ALL STRUCTURAL FILL AREAS BEFORE PLACEMENT OF FILL MATERIAL AND SHALL BE STOCKPILED IN AREAS DESIGNATED BY THE OWNER OR PER PLAN.
5. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PERFORM EARTHWORK CALCULATIONS BASED ON THE PROVIDED PLANS AND TO LAWFULLY DISPOSE OF AND REMOVE ANY EXCESS MATERIAL FROM THE PROJECT SITE, OR TO PROVIDE ANY NECESSARY FILL MATERIAL THAT MAY BE REQUIRED TO MEET THE FINAL PLAN GRADES. THE DISPOSAL OR PROVIDING OF MATERIAL SHALL BE INCIDENTAL TO THE CONTRACT.
6. ALL VEGETATIVE AND STRUCTURAL EROSION CONTROL PRACTICES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE MINIMUM STANDARDS AND SPECIFICATIONS OF THE "ILLINOIS URBAN MANUAL."
7. THE OWNER/ENGINEER SHALL PROVIDE THE SOIL EROSION AND SEDIMENT CONTROL PLANS INCLUDED HEREIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DOCUMENTATION OF THE STORMWATER POLLUTION PREVENTION PLAN BOOKLET AND ASSOCIATED DOCUMENTS IN ACCORDANCE WITH THE "GENERAL PERMIT FOR STORM WATER DISCHARGES FROM CONSTRUCTION SITE ACTIVITIES," AND A COPY SHALL BE KEPT ONSITE AT ALL TIMES.
8. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE INSTALLATION, ALL INSPECTIONS, AND MAINTENANCE OF ALL EROSION CONTROL FACILITIES REQUIRED BY THE GENERAL NPDES PERMIT UNTIL FINAL STABILIZATION OF ALL AREAS DISTURBED BY CONSTRUCTION OCCURS. MAINTENANCE AND REPLACEMENT OF EROSION CONTROL ITEMS SHALL BE CONSIDERED AS INCIDENTAL TO THE CONTRACT.
9. ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITY MUST BE SEEDED, SODDED, BLANKETED OR OTHERWISE PROTECTED WITHIN 14 DAYS OF FINAL DISTURBANCE. ALL AREAS DISTURBED BY THE CONTRACTOR DURING THE CONSTRUCTION OF THIS PROJECT WHICH ARE LOCATED OUTSIDE OF THE PROPOSED SEEDING LIMITS SHALL BE GRADED, FERTILIZED, SEEDED, MULCHED AND WATERED. THE COST ASSOCIATED WITH THE PLACEMENT OF ADDITIONAL FERTILIZER, SEED, MULCH AND WATERING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. A MINIMUM OF 70% VEGETATIVE COVERAGE IS REQUIRED PRIOR TO ACCEPTANCE. SEE LANDSCAPE PLANS FOR ADDITIONAL REQUIREMENTS.
10. ALL EROSION CONTROL MEASURES SHOWN ON THE PLAN ARE THE MINIMUM MEASURES REQUIRED. UNFORESEEN CHANGES IN SCOPE, SCHEDULE OR CONSTRUCTION METHODS MAY RESULT IN CHANGES OR ADDITIONS TO THIS PLAN AND THE SWPPP. ANY CHANGES OR ADDITIONS NECESSARY TO MAINTAIN COMPLIANCE WITH THE NPDES PERMIT SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE OWNER.
11. SHOULD PROJECT SCHEDULING PROHIBIT THE ABILITY TO SEED DISTURBED EARTH UPON COMPLETION OF GRADING, CONTRACTOR SHALL EMPLOY ALTERNATE SOURCE CONTROLS IN ADDITION TO THOSE ON THIS PLAN, INCIDENTAL TO THE CONTRACT.
12. DUST CONTROL MUST BE PROVIDED AS NEEDED, BY WATERING OR OTHER MEANS.
13. ALL AREAS WITH THE EXCEPTION OF PAVEMENT SHALL BE FINISHED IN ACCORDANCE WITH THE LANDSCAPE PLANS INCLUDED IN THE PLAN SET.
14. CONTRACTOR SHALL INSTALL INLET FILTER PROTECTION BASKETS INSIDE ALL EXISTING AND PROPOSED MANHOLES AND INLET FRAMES.
15. CONTRACTOR IS REQUIRED TO PROVIDE AND USE A CONCRETE WASHOUT AREA FOR RINSING CONCRETE TRUCKS.
16. CONTRACTOR IS REQUIRED TO PROVIDE AND USE A TEMPORARY CONSTRUCTION ENTRANCE FOR ALL CONSTRUCTION TRAFFIC PER PLAN.
17. CONTRACTOR SHALL PROVIDE AND USE A WHEEL WASH SYSTEM TO ENSURE THAT ALL CONSTRUCTION TRAFFIC ENTERING AND EXITING THE SITE MAINTAIN CLEAN TIRES. ANY SEDIMENT TRACKED ONTO ADJACENT ROADWAYS OR PAVED AREAS SHALL BE REMOVED BY THE CONTRACTOR BY THE END OF THE SAME WORK DAY.
18. ALL ELEVATIONS SHOWN ARE TO FINISHED PAVEMENT UNLESS SPECIFIED OTHERWISE.
19. ALL SLOPES GREATER THAN OR EQUAL TO 4:1 SHALL BE STABILIZED WITH NAG S75BN OR EQUIVALENT.
20. CONTRACTOR SHALL PROVIDE A MINIMUM OF 6" TOPSOIL IN ALL ISLANDS, LANDSCAPE AREAS, AND OPEN SPACES.

SITE UTILITIES:

1. THIS CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
   A. "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS", CURRENT EDITION.
   B. ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION"
   C. VILLAGE OF LIBERTYVILLE PUBLIC WORKS DEPARTMENT STANDARDS AND SPECIFICATIONS
2. ALL UTILITY TRENCHES UNDER OR WITHIN 2' OF EXISTING OR PROPOSED PAVEMENT OR BUILDING SHALL BE BACKFILLED WITH COMPACTED GRANULAR MATERIAL IN ACCORDANCE WITH IDOT SPECIFICATIONS. CONTROLLED LOW-STRENGTH MATERIAL (CLSM) SHALL BE USED TO BACKFILL TRENCHES WITHIN PUBLIC RIGHT OF WAY. THE CLSM SHALL EXTEND 2 FT PAST THE PROPOSED PAVEMENT, CURB, OR SIDEWALK.
3. OPEN CUT TRENCHES SHALL BE SHEETED AND BRACED AS REQUIRED BY THE GOVERNING STATE, FEDERAL LAWS AND MUNICIPAL ORDINANCES, AND AS MAY BE NECESSARY TO PROTECT LIFE, PROPERTY OR THE WORK.
4. CONTRACTOR SHALL AT ALL TIMES DURING CONSTRUCTION PROVIDE AND MAINTAIN SUFFICIENT MEANS AND DEVICES TO REMOVE AND PROPERLY DISPOSE OF ALL WATER ENTERING THE EXCAVATIONS. WATER SHALL BE FILTERED AND DISCHARGED IN ACCORDANCE WITH THE NPDES REQUIREMENTS.
5. ALL PIPE SHALL BE INSTALLED ON A BEDDING OF APPROVED, COMPACTED GRANULAR MATERIAL UNLESS OTHERWISE APPROVED BY THE ENGINEER. THE BEDDING MATERIAL SHALL BE INSTALLED PER STANDARD SPECIFICATIONS AND PROVIDED PLAN DETAILS.
6. A MINIMUM HORIZONTAL SEPARATION OF 10 FEET SHALL BE MAINTAINED BETWEEN ALL WATER MAINS AND SEWERS. IF SEPARATION IS NOT POSSIBLE, WATER MAIN ENCASEMENT SHALL BE REQUIRED OR THE SEWER SHALL BE CONSTRUCTED OF WATER MAIN QUALITY PIPE.
7. WATER MAINS SHALL CROSS ABOVE SEWERS WITH A MINIMUM VERTICAL SEPARATION OF 18 INCHES WHILE STILL MAINTAINING THE REQUIRED DEPTH OF COVER. IF PROPER SEPARATION IS NOT POSSIBLE, OR IF THE WATER MAIN MUST BE ROUTED UNDER THE SEWER, WATER MAIN ENCASEMENT SHALL BE REQUIRED OR THE SEWER SHALL BE CONSTRUCTED OF WATER MAIN QUALITY PIPE.
8. ALL SANITARY SEWERS SHALL BE TESTED FOR EXFILTRATION OF AIR UNDER PRESSURE, INFILTRATION OF WATER, AND/OR EXFILTRATION OF WATER AS PER STANDARD SPECIFICATIONS. ALL SANITARY SEWERS SHALL BE DEFLECTION TESTED NO SOONER THAN 30 DAYS AFTER INSTALLATION. ALL MANHOLES SHALL BE TESTED FOR WATERTIGHTNESS BY EITHER ASTM C 969 OR ASTM C 1244.
9. STORM SEWER SHALL BE IN CONFORMANCE WITH THE FOLLOWING:
   A. REINFORCED CONCRETE PIPE (RCP), ASTM C76
      a. GASKETS - ASTM C443
      b. FITTINGS - ASTM C443
   B. SMOOTH INTERIOR WALLED HIGH DENSITY POLYETHYLENE PIPE (HDPE), ASTM D3212, H-12 WT
      a. WATER TIGHT JOINTS
      b. JOINT SHALL BE SEALED SUFFICIENTLY TO PREVENT JETTING OR LEAKING AT THE JOINT
   C. PVC STORM SEWER PIPING, ASTM D 3034, SDR 35
      a. BELL-AND-SPIGOT ENDS
      b. ASTM F 477, ELASTOMERIC SEALS FOR GASKETED JOINTS
   D. FRAME AND GRATES
      a. TYPE 1 CLOSED LID = NEENAH R-1713
      b. TYPE 1 OPEN LID = NEENAH R-2504
      c. TYPE 3 = NEENAH R-3281-A
      d. DITCH GRATE = NEENAH R-4342
10. SANITARY SEWER SHALL BE IN CONFORMANCE WITH THE FOLLOWING:
   A. PIPE AND FITTING MATERIAL - POLYVINYL CHLORIDE (PVC) SDR 26, ASTM D 3034, TYPE PSM
   B. GASKETS - FLEXIBLE ELASTOMERIC, ASTM F 477, ASTM D 3139
   C. JOINTS - ASTM D 3212
   D. BEDDING - CLASS II, ASTM 2321
11. ALL CLEANOUT RIMS SHALL BE CONSTRUCTED FLUSH WITH THE FINISHED GROUND SURFACE.
12. CONTRACTOR SHALL COORDINATE CONSTRUCTION OF SANITARY SEWER SERVICES WITH THE DEPARTMENT OF PUBLIC WORKS.
13. CONTRACTOR SHALL COORDINATE WATER MAIN, FIRE AND DOMESTIC WATER SERVICES WITH THE DEPARTMENT OF PUBLIC WORKS.
14. GENERAL CONTRACTOR SHALL COORDINATE ALL UTILITY LINES THAT ENTER THE BUILDING. IN GENERAL, PLUMBING PLANS SHOW ALL INTERIOR BUILDING PIPING AND PIPING UP TO 5-FEET OUTSIDE THE BUILDING. CIVIL PLANS SHOW SITE PIPING BEGINNING FROM 5-FEET OUTSIDE THE BUILDING. GENERAL CONTRACTOR IS RESPONSIBLE FOR ALL UTILITY CONNECTIONS.
15. CONTRACTOR SHALL COORDINATE ALL UTILITY LINE CROSSINGS TO ENSURE ALL PIPES MAINTAIN MINIMUM COVER, MINIMUM CLEARANCES, AND PROPER SEPARATION. GRAVITY LINES SHALL HAVE PRECEDENCE OVER PRESSURIZED LINES.
16. ALL TRENCH BACKFILL SHALL BE IMPORTED GRANULAR MATERIAL UNLESS EXISTING GRANULAR MATERIALS ARE SPECIFICALLY APPROVED BY THE OWNER'S REPRESENTATIVE.
17. ALL MANHOLES AND INLET CASTINGS LOCATED WITHIN BITUMINOUS ASPHALT PAVEMENT SHALL BE CONSTRUCTED WITH A CONCRETE APRON AT THE SURFACE.
18. FOR ALL WATERMAIN CONSTRUCTION:
   A. WATER MAIN AND SERVICES TO BE INSTALLED WITH A MINIMUM OF 5'-6" OF COVER FROM FINISHED GRADE TO TOP OF WATER PIPE.
   B. TWO COMPLETE PIPE LENGTHS OF RESTRAINED JOINT PIPE SHALL BE CONSTRUCTED ON THE BRANCH LEG OF ALL TEES AND BOTH SIDES OF ALL 90 DEGREE BENDS.
   C. ONE COMPLETE PIPE LENGTH OF RESTRAINED JOINT PIPE SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL 11-1/4 AND 22-1/2 DEGREE BENDS.
   D. ALL BENDS, TEES, PLUGS, VALVES AND HYDRANTS SHALL BE RESTRAINED JOINT.
   E. ALL WATERMAIN PIPE 4" AND LARGER SHALL BE POLY WRAPPED DUCTILE IRON PIPE SPECIAL CLASS 52, 250 PSI RATING, WITH SINGLE GASKET JOINTS. CEMENT LINING SHALL BE PROVIDED FOR ALL PIPE.
   F. ALL WATER SERVICE PIPE LESS THAN 4" SHALL BE COPPER PIPE, TYPE K OR PVC SDR 9 WITH A PRESSURE RATING OF 200 PSI.

INDEMNIFICATION:

1. THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, THE VILLAGE OF LI



DEMOLITION LEGEND

- ASPHALT PAVEMENT REMOVAL, FULL DEPTH
- CONCRETE PAVEMENT / SIDEWALK REMOVAL, FULL DEPTH
- SAWCUT PAVEMENT, FULL DEPTH
- CURB & GUTTER REMOVAL
- UTILITY REMOVAL
- TREE/BUSH REMOVAL
- UTILITY STRUCTURE REMOVAL
- (TBR) TO BE REMOVED

REFERENCE BENCHMARKS:
NATIONAL GEODETIC SURVEY MONUMENT
BENCHMARK: LD012
PID: DK3890

STATION IS 72.2 FT. EAST OF THE EDGE CURB OF THE STATE ROAD 21 (S MILWAUKEE AVE), 13.1 FT. NORTH OF EDGE OF CURB OF VALLEY PARK DRIVE, 29.5 FT. SOUTH OF THE EDGE OF PARKING LOT FOR CAMBRIDGE PLAZA, 1.3 FT. NORTH OF EDGE OF SIDEWALK.

DATUM: NAVD88
ELEVATION = 687.34'

SITE BENCHMARKS:

SITE BENCHMARK 1
CUT CROSS IN RIM OF WATER MANHOLE LOCATED APPROXIMATELY 44 FT. SOUTH OF THE NORTHEAST CORNER OF SITE AND ALONG THE WEST SIDE OF MILWAUKEE AVENUE.

ELEVATION = 685.87'

SITE BENCHMARK 2
NORTHEAST BOLT OF LIGHT POLE BASE LOCATED APPROXIMATELY 10 FT. NORTH OF THE VEHICLE ENTRANCE OF SITE ALONG THE WEST SIDE OF MILWAUKEE AVENUE.

ELEVATION = 686.42'

GENERAL NOTE:
EXISTING CONDITION FIELD WORK PROVIDED BY AND COMPLETED BY COMPASS SURVEYING LTD ON JULY 30, 2021.

NOTES:
1. CONTRACTOR SHALL REMOVE ALL EXISTING ELECTRICAL WIRES AND CONDUIT ASSOCIATED WITH EXISTING ELECTRIC BOXES.

0 20' 40'
1" = 20' (HORIZONTAL)

STUDIO 222 ARCHITECTS
222 S MORGAN ST, SUITE 4B, CHICAGO, IL 60607
PHONE: 312.850.4970, WEBSITE: S222ARCH.COM

CAGE CIVIL ENGINEERING
3110 WOODCREEK DR, DOWNERS GROVE, IL 60515 PHONE: 630.598.0007

LIBERTYVILLE HYUNDAI

901 S MILWAUKEE AVE.
LIBERTYVILLE, IL

CITY RE-SUBMITTAL	01.24.24
CITY SUBMITTAL	11.10.23

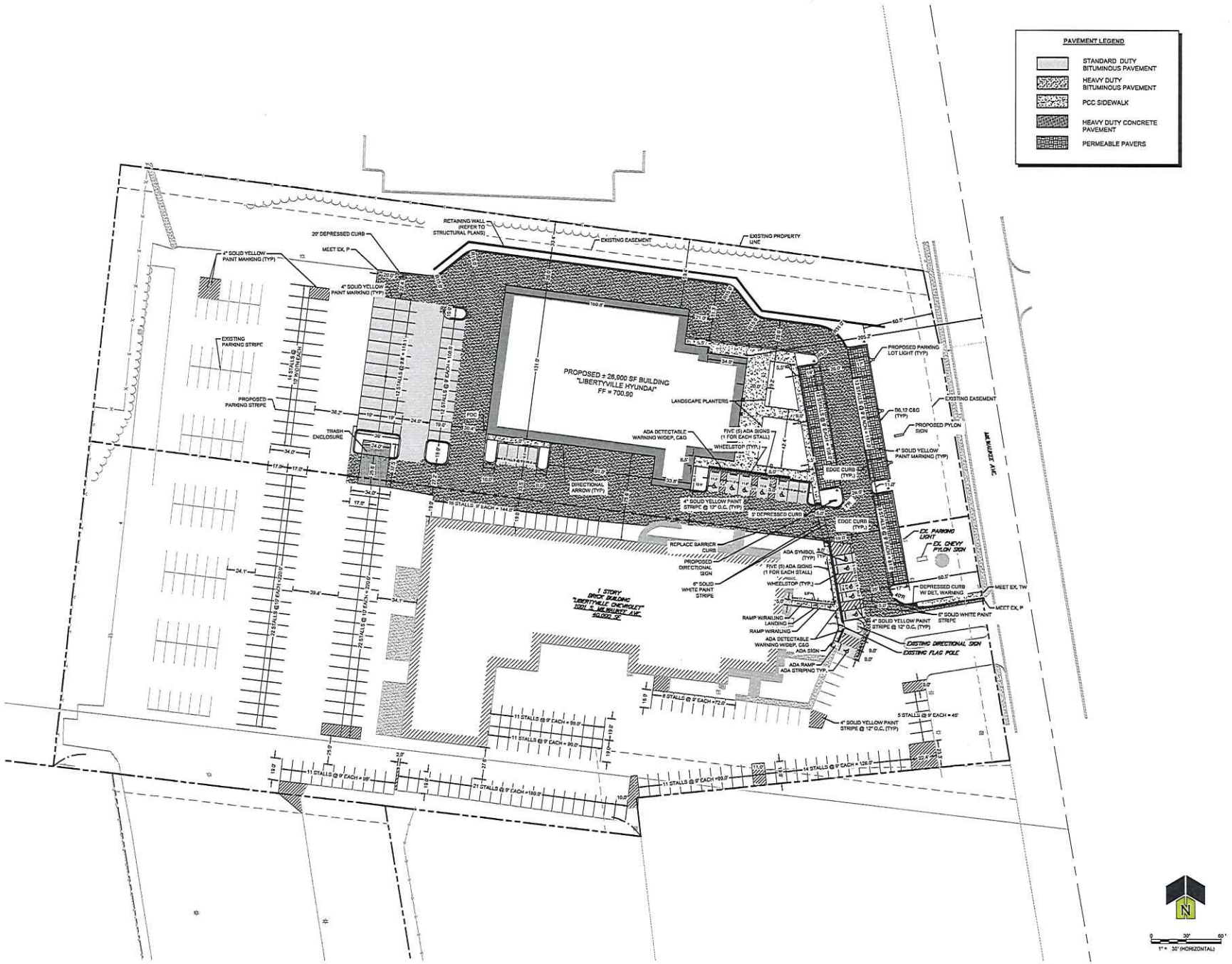
DOROTHY F. SCHNEIDER 062062574 LICENSED PROFESSIONAL ENGINEER OF ILLINOIS
DP: 11/23

EXISTING CONDITIONS & DEMOLITION PLAN

C1.0

CAGE ENGINEERING INC PROJECT NUMBER: 210141

1213202 10.24.24 PR



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LIBERTYVILLE HYUNDAI

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LIBERTYVILLE, IL

CITY RE-SUBMITTAL	01.24.23
CITY SUBMITTAL	11.18.22

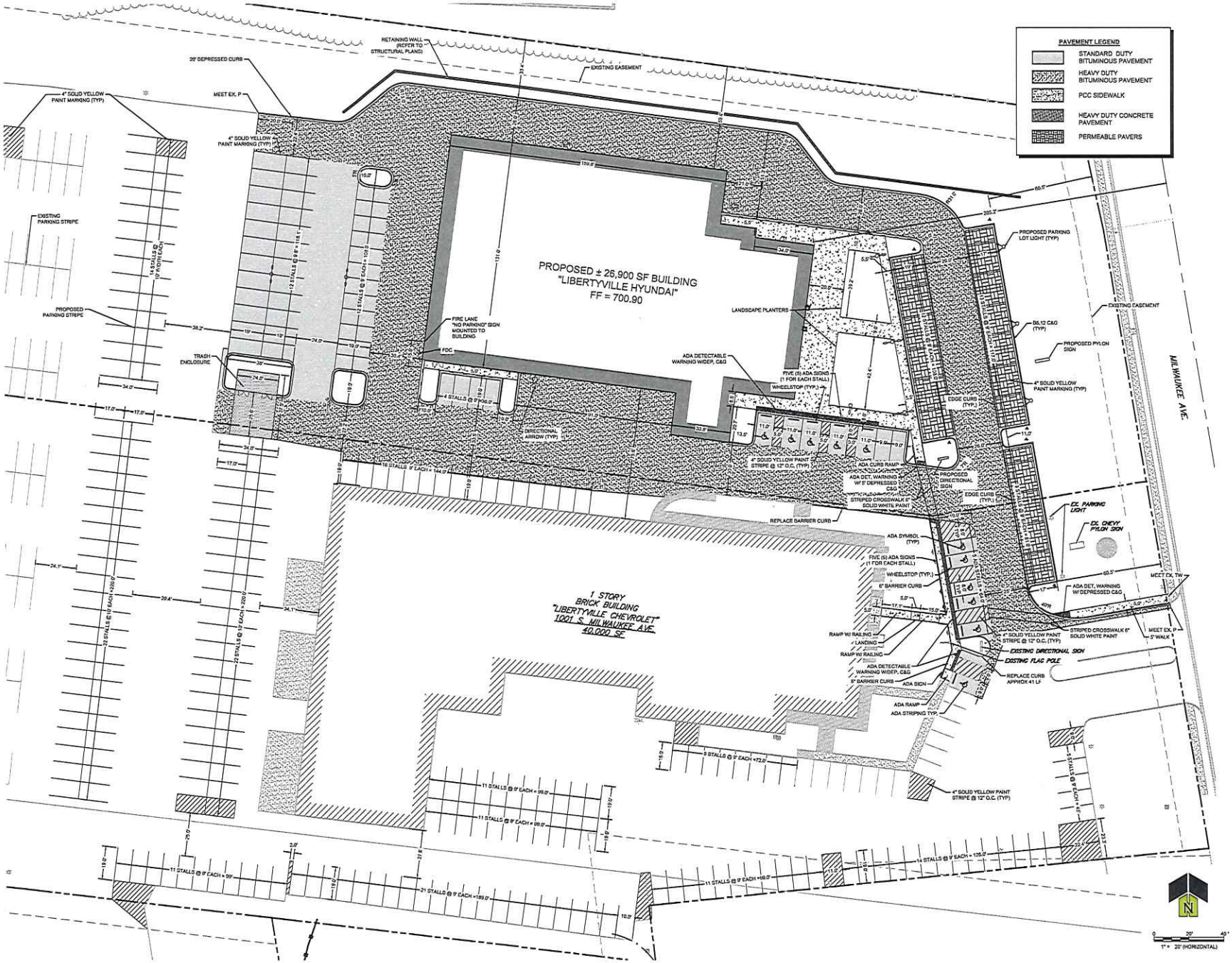
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OVERALL SITE PLAN

C1.1

CAGE ENGINEERING INC PROJECT NUMBER: 210141

#PROSITE20210121



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LIBERTYVILLE HYUNDAI

901 S MILWAUKEE AVE.
LIBERTYVILLE, IL

QTY 40 SUBMITTAL	01.24.23
QTY SUBMITTAL	11.10.22

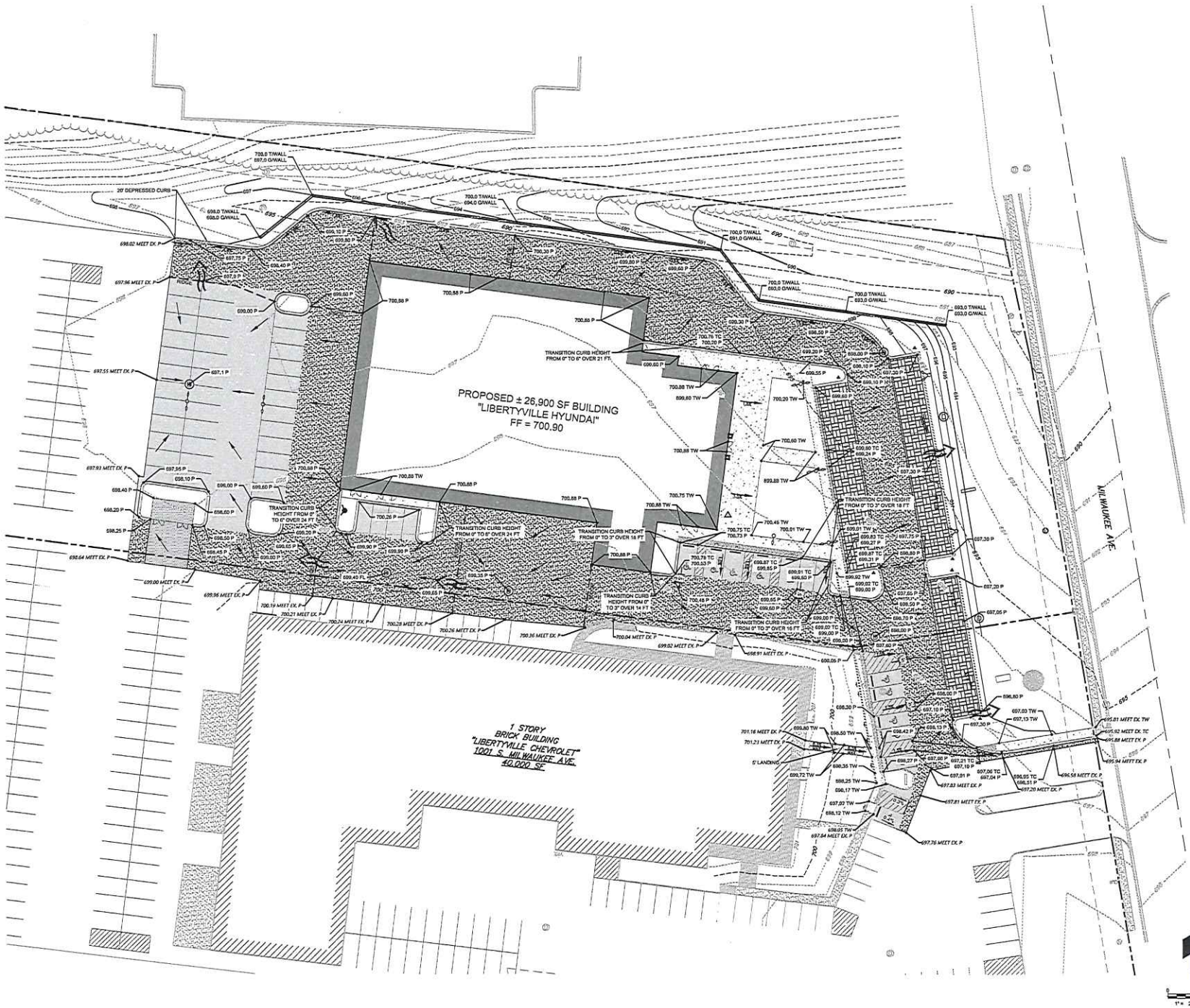
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DETAILED SITE PLAN

C1.2

CAGE ENGINEERING INC PROJECT NUMBER: 210141

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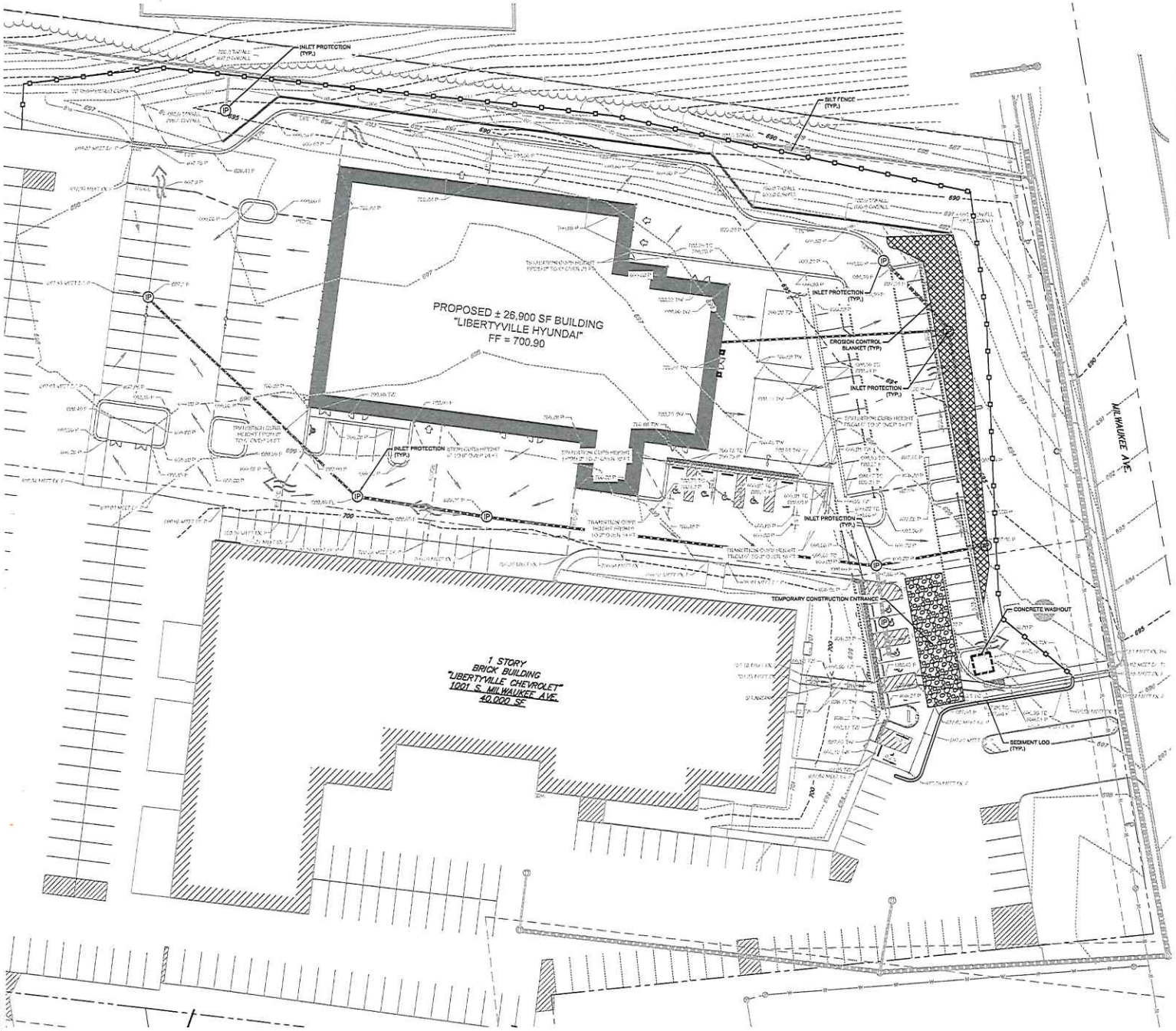
CITY RE-SUBMITTAL	01.24.23
CITY SUBMITTAL	11.18.21

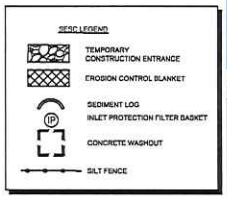
EXP: 11/23

GRADING PLAN

C2.0

CAGE ENGINEERING INC. PROJECT NUMBER: 210141







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222 S MORGAN ST, SUITE 4B, CHICAGO, IL 60607
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CAGE CIVIL ENGINEERING
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LIBERTYVILLE HYUNDAI

901 S MILWAUKEE AVE.
LIBERTYVILLE, IL

CITY RE-SUBMITTAL	01.24.23
CITY SUBMITTAL	11.18.22

EXP: 11/23

SOIL EROSION & CONTROL PLAN

C2.1

CAGE ENGINEERING INC PROJECT NUMBER: 210141

LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
SOIL EROSION AND SEDIMENT CONTROL CONSTRUCTION NOTES
(SMC – 2013 revision)

A. SEDIMENT CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE COMMENCEMENT OF HYDROLOGIC DISTURBANCE OF UPLAND AREAS.

B. FOR THOSE DEVELOPMENTS THAT REQUIRE A DESIGNATED EROSION CONTROL INSPECTOR (DECI), INSPECTIONS AND DOCUMENTATION SHALL BE PERFORMED, AT A MINIMUM:
- UPON COMPLETION OF SEDIMENT AND RUNOFF CONTROL MEASURES (INCLUDING PERIMETER CONTROLS AND DIVERSIONS), PRIOR TO PROCEEDING WITH ANY OTHER EARTH DISTURBANCE OR GRADING.
- AFTER EVERY SEVEN (7) CALENDAR DAYS OR STORM EVENT WITH GREATER THAN 0.5 INCH OF RAINFALL OR LIQUID EQUIVALENT PRECIPITATION.

C. SOIL DISTURBANCE SHALL BE CONDUCTED IN SUCH A MANNER AS TO MINIMIZE EROSION. IF STRIPPING, CLEARING, GRADING, OR LANDSCAPING ARE TO BE DONE IN PHASES, THE PERMITTEE SHALL PLAN FOR APPROPRIATE SOIL EROSION AND SEDIMENT CONTROL MEASURES.

D. A STABILIZED MAT OF CRUSHED STONE MEETING IDOT GRADATION CA-1 UNDERLAIN WITH FILTER FABRIC AND IN ACCORDANCE WITH THE ILLINOIS URBAN MANUAL, OR OTHER APPROPRIATE MEASURE(S) AS APPROVED BY THE ENFORCEMENT OFFICER, SHALL BE INSTALLED AT ANY POINT WHERE TRAFFIC WILL BE ENTERING OR LEAVING A CONSTRUCTION SITE. SEDIMENT OR SOIL REACHING AN IMPROVED PUBLIC RIGHT-OF-WAY, STREET, ALLEY OR PARKING AREA SHALL BE REMOVED BY SCRAPING OR STREET CLEANING AS ACCUMULATIONS WARRANT AND TRANSPORTED TO A CONTROLLED SEDIMENT DISPOSAL AREA.

E. TEMPORARY DIVERSIONS SHALL BE CONSTRUCTED AS NECESSARY TO DIRECT ALL RUNOFF FROM HYDROLOGICALLY DISTURBED AREAS TO AN APPROPRIATE SEDIMENT TRAP OR BASIN.

F. DISTURBED AREAS SHALL BE STABILIZED WITH TEMPORARY OR PERMANENT MEASURES WITHIN SEVEN (7) CALENDAR DAYS FOLLOWING THE END OF ACTIVE HYDROLOGIC DISTURBANCE OR REDISTURBANCE.

G. ALL STOCKPILES SHALL HAVE APPROPRIATE MEASURES TO PREVENT EROSION. STOCKPILES SHALL NOT BE PLACED IN FLOOD PRONE AREAS OR WETLANDS AND DESIGNATED BUFFERS.

H. SLOPES STEEPER THAN 3H:1V SHALL BE STABILIZED WITH APPROPRIATE MEASURESAS APPROVED BY THE ENFORCEMENT OFFICER.

I. APPROPRIATE EROSION CONTROL BLANKET SHALL BE INSTALLED ON ALL INTERIOR DETENTION BASIN SIDE SLOPES BETWEEN THE NORMAL WATER LEVEL AND HIGH WATER LEVEL.

J. STORM SEWERS THAT ARE OR WILL BE FUNCTIONING DURING CONSTRUCTION SHALL BE PROTECTED BY AN APPROPRIATE SEDIMENT CONTROL MEASURE.

K. IF DEWATERING SERVICES ARE USED, ADJOINING PROPERTIES AND DISCHARGE LOCATIONS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION. DISCHARGES SHALL BE ROUTED THROUGH AN APPROVED ANIONIC POLYMER DEWATERING SYSTEM OR A SIMILAR MEASURE AS APPROVED BY THE ENFORCEMENT OFFICER. DEWATERING SYSTEMS SHOULD BE INSPECTED DAILY DURING OPERATIONAL PERIODS. THE ENFORCEMENT OFFICER, OR APPROVED REPRESENTATIVE, MUST BE PRESENT AT THE COMMENCEMENT OF DEWATERING ACTIVITIES.

L. IF INSTALLED SOIL EROSION AND SEDIMENT CONTROL MEASURES DO NOT MINIMIZE SEDIMENT LEAVING THE DEVELOPMENT SITE, ADDITIONAL MEASURES SUCH AS ANIONIC POLYMERS OR FILTRATION SYSTEMS MAY BE REQUIRED BY THE ENFORCEMENT OFFICER.

M. ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES MUST BE MAINTAINED AND REPAIRED AS NEEDED. THE PROPERTY OWNER SHALL BE ULTIMATELY RESPONSIBLE FOR MAINTENANCE AND REPAIR.

N. ALL TEMPORARY SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED.

O. THE EROSION CONTROL MEASURES INDICATED ON THE PLANS ARE THE MINIMUM REQUIREMENTS. ADDITIONAL MEASURES MAY BE REQUIRED, AS DIRECTED BY THE ENGINEER, ENFORCEMENT OFFICER, OR OTHER GOVERNING AGENCY.

LAKE COUNTY DIVISION OF TRANSPOTATION
SOIL EROSION AND SEDIMENT CONTROL GENERAL NOTES
(LCDOT – 2/4/15 revision)

A. AREAS OR EMBANKMENTS WITH 2:1 SLOPES OR STEEPER SHALL BE STABILIZED WITH SOD OR EROSION CONTROL BLANKET (SPECIAL) IN COMBINATION WITH SEEDING.

B. ANY SEDIMENT OR SOIL TRACKED OFF THE SITE SHALL BE REMOVED BY SCRAPING OR STREET SWEEPING AS ACCUMULATIONS WARRANT AND TRANSPORTED TO A CONTROLLED SEDIMENT DISPOSAL AREA. THIS WORK WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE CONTRACT.

C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RETURNING ALL EXISTING AREAS (TO REMAIN) AFFECTED BY CONSTRUCTION ACTIVITIES, EQUIPMENT, OR LABORERS TO THE ORIGINAL UNDISTURBED CONDITIONS. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR PROTECTING ALL NEW WORK UNTIL THE COMPLETION OF THE CONTRACT.

D. PERIMETER EROSION BARRIER SHALL BE INSTALLED AT LOCATIONS SPECIFIED IN THE PLANS AT 1 FOOT OUTSIDE THE TOE OF SLOPE OR INSIDE THE RIGHT-OF-WAY WHICHEVER IS CLOSER TO THE CENTERLINE, OR AS DIRECTED BY THE ENGINEER PRIOR TO THE START OF ANY EARTHWORK, CULVERT, OR STORM SEWER CONSTRUCTION.

E. THE PERIMETER EROSION BARRIER SHALL REMAIN IN PLACE UNTIL ALL DISTURBED AREAS HAVE BEEN STABILIZED WITH VEGETATION. AT THIS TIME, THE PERIMETER EROSION BARRIER SHALL BE REMOVED AND AREAS DAMAGED BY THE PERIMETER EROSION BARRIER REMOVAL SHALL BE RESTORED. THE RESTORATION OF THE AREA DISTURBED BY THE PERIMETER EROSION BARRIER REMOVAL SHALL BE INCLUDED IN THE PAY ITEM OF PERIMETER EROSION BARRIER.

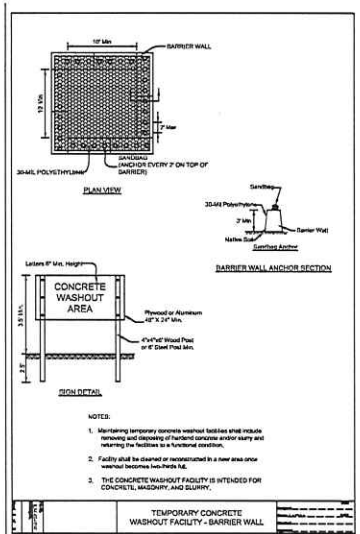
F. THE INSTALLATION & REMOVAL OF PERIMETER EROSION BARRIER SHALL BE PAID FOR UNDER THE ITEM OF PERIMETER EROSION BARRIER. MAINTENANCE OF PERIMETER EROSION BARRIER SHALL BE PAID FOR UNDER THE ITEM OF MAINTENANCE OF TEMPORARY EROSION CONTROL SYSTEMS.

G. TEMPORARY DITCH CHECKS SHALL BE CONSTRUCTED ACCORDING TO THE STANDARD DETAIL SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER. THE DITCH CHECKS SHALL BE INSTALLED AS GRADING PROGRESSES THROUGH THE PROJECT.

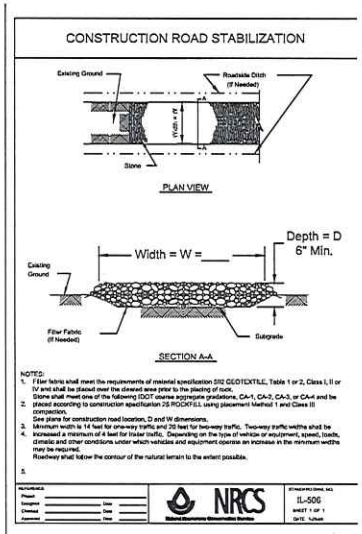
H. ALL SEEDED AREAS SHALL BE COVERED WITH EROSION CONTROL BLANKET.

SOIL EROSION AND SEDIMENT CONTROL PROJECT SPECIFIC NOTES

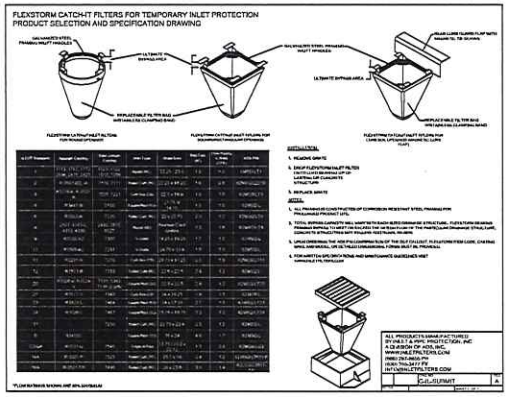
LAKE COUNTY STANDARD SOIL EROSION & CONTROL DETAILS
Scale: NOT TO SCALE



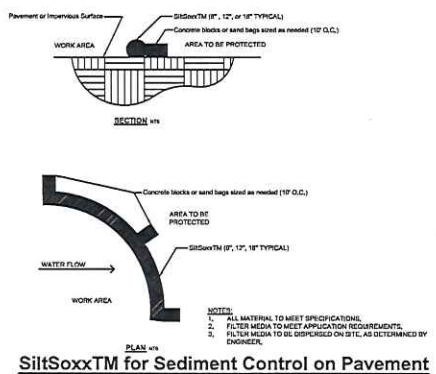
TEMPORARY CONCRETE WASHOUT DETAIL
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TEMPORARY CONSTRUCTION ENTRANCE DETAIL
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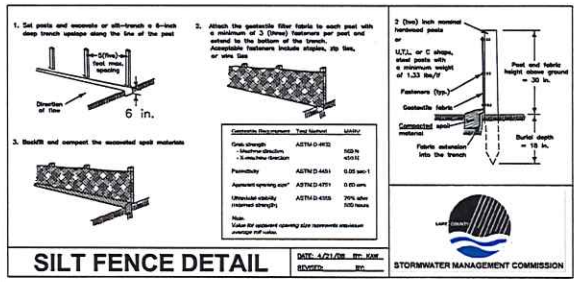


INLET PROTECTION DETAIL
Scale: NOT TO SCALE



SiltSoxxTM for Sediment Control on Pavement
NTS

SEDIMENT LOG DETAIL
Scale: NOT TO SCALE



SILT FENCE DETAIL
Scale: NOT TO SCALE

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CITY RE-SUBMITTAL	01.24.23
CITY SUBMITTAL	11.18.22

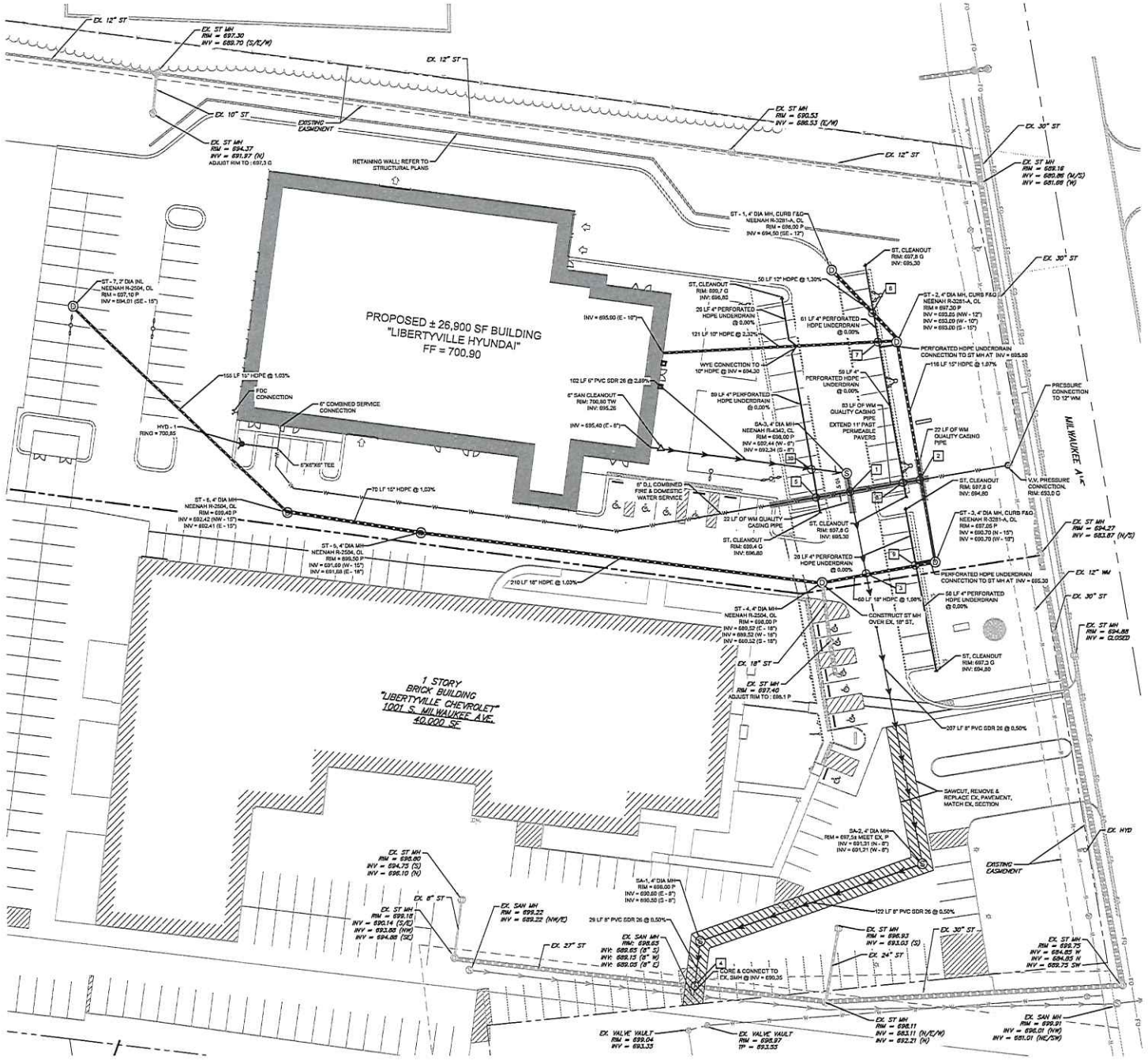
KRISTINE P. SCHNEIDER 062062674 LICENSED PROFESSIONAL ENGINEER OF ILLINOIS
EXP: 11/23

SOIL EROSION & CONTROL DETAILS

C2.2

CAGE ENGINEERING INC PROJECT NUMBER: 210141

12/13/2022 1:53:33 PM



UTILITY CROSSINGS

1	SAN B/P = 692.20± WM T/P = 690.70±*
2	ST B/P = 691.5± WM T/P = 690.0±*
VERTICAL CROSSING	
3	SAN B/P = 692.06± ST T/P = 691.61±
4	SAN B/P = 690.3 ± ST T/P = 689.1±
5	ST B/P = 696.8± WM T/P = 694.0±
6	4" ST B/P = 695.3± 12" ST T/P = 695.1±
7	4" ST B/P = 695.3± 10" ST T/P = 694.1±
8	ST B/P = 695.3± WM T/P = 691.8±
9	4" ST B/P = 694.8± 18" ST T/P = 692.0±
10	4" ST B/P = 696.8± 8" SAN T/P = 693.5±

*, INDICATES WM TO BE DIPPED MIN 1.0' BELOW CROSSING PIPE

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901 S MILWAUKEE AVE.
LIBERTYVILLE, IL

QTY 1ST SUBMITTAL	01.24.23
QTY SUBMITTAL	11.10.23

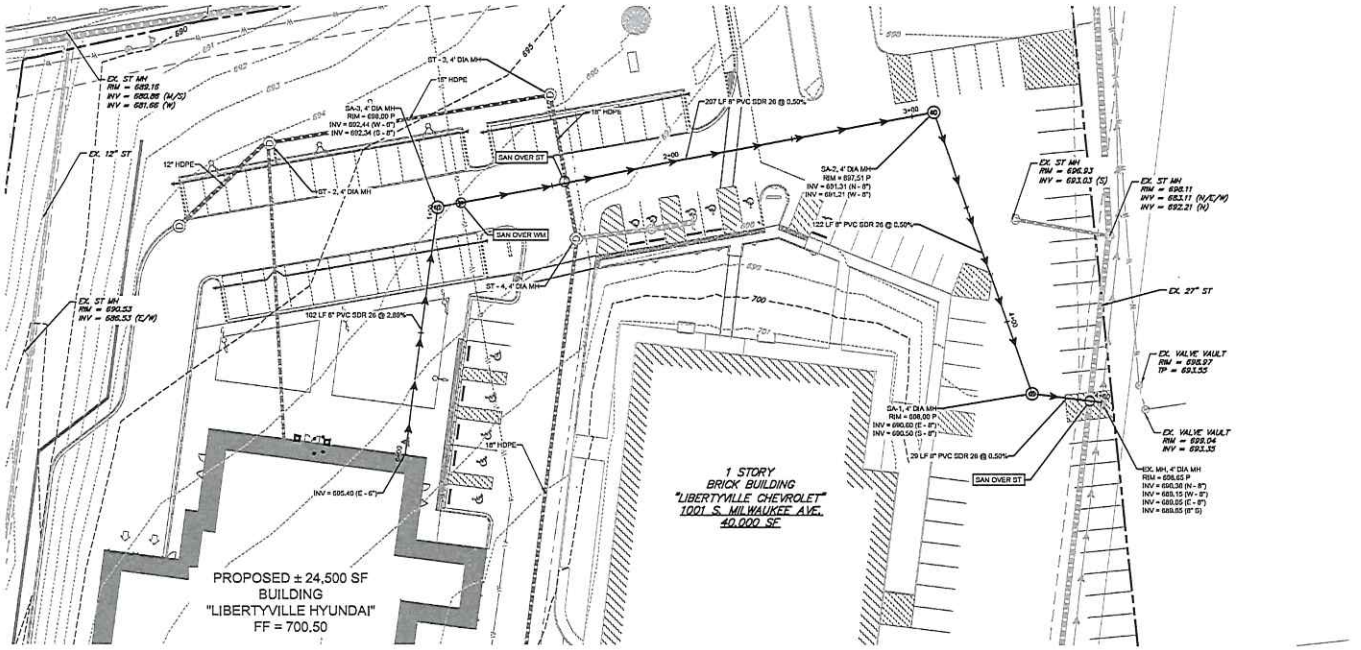
EXP: 11/23

SITE UTILITY PLAN

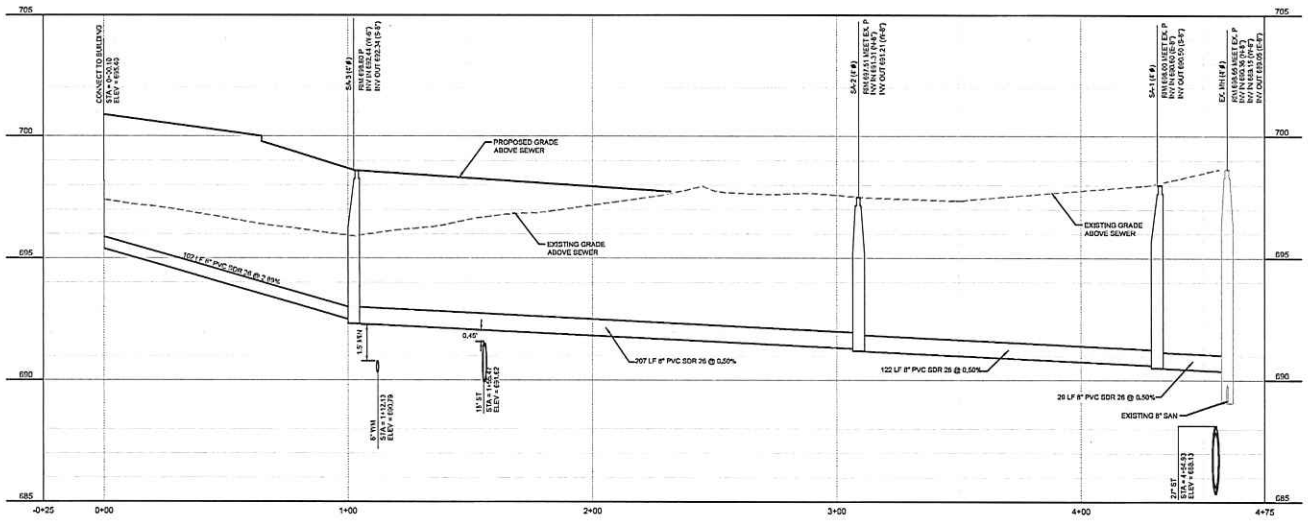
C3.0

CAGE ENGINEERING INC PROJECT NUMBER: 210141

1213022 15403 PR



SANITARY SERVICE - PLAN VIEW



SANITARY SERVICE - PROFILE VIEW

1" = 20' (HORIZONTAL)
1" = 2' (VERTICAL)

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LIBERTYVILLE HYUNDAI

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CITY RE-SUBMITTAL	01.24.23
CITY SUBMITTAL	11.18.22

JONATHAN P. SCHNEIDER
062062574
LICENSED PROFESSIONAL ENGINEER
STATE OF ILLINOIS
EXP: 11/23

SANITARY SEWER
PLAN & PROFILE

C3.1

CAGE ENGINEERING INC PROJECT NUMBER: 210141

PLOTTED: 1/24/2023

STORMWATER MANAGEMENT COMMISSION

TYPICAL CONSTRUCTION SEQUENCING

1.) Installation of soil erosion and sediment control SE/SC measures
- a.) Selective vegetation removal for silt fence installation
- b.) Silt fence installation
- c.) Construction fencing around areas not to be disturbed
- d.) Stabilized construction entrance

2.) Tree removal where necessary (clear & grub)

3.) Construct sediment trapping devices (sediment traps, basins,...)

4.) Construct detention facilities and outlet control structure with restrictor & temporary perforated riser

5.) Strip topsoil, stockpile topsoil and grade site

6.) Temporarily stabilize topsoil stockpiles (seed and silt fence around toe of slope)

7.) Install storm sewer, sanitary sewer, water and associated inlet & outlet protection

8.) Permanently stabilize detention basins with seed and erosion control blanket

9.) Temporarily stabilize all areas including lots that have reached temporary grade

10.) Install roadways

11.) Permanently stabilize all outlet areas

12.) Install structures and grade individual lots

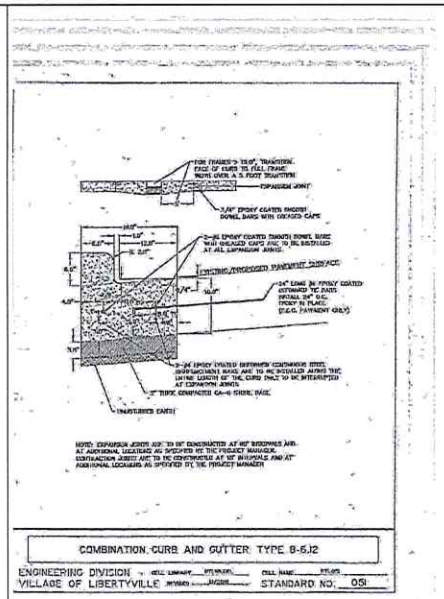
13.) Permanently stabilize lots

14.) Remove all temporary SE/SC measures after the site is stabilized with vegetation

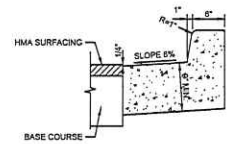
* Soil erosion and sediment control maintenance must occur every two weeks and after every ½ or greater rainfall event

U:\Regulatory Program\SEMC Ferms\doc\TYPICAL CONSTRUCTION SEQUENCING.doc

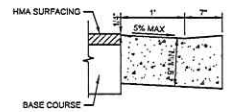
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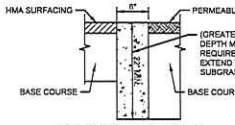
CURB & GUTTER DETAILS
Scale: NOT TO SCALE



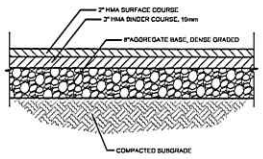
B-6.12 COMBINATION CURB & GUTTER, INVERTED PAN



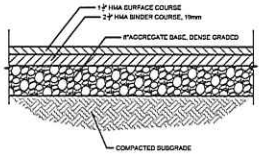
DEPRESSED CURB @ ACCESSIBLE RAMPS



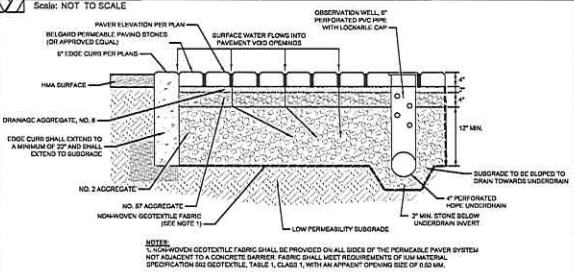
EDGE CURB @ PERMEABLE PAVERS



HEAVY DUTY ASPHALT DETAIL
Scale: NOT TO SCALE

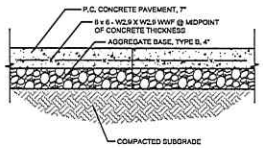


STANDARD DUTY ASPHALT DETAIL
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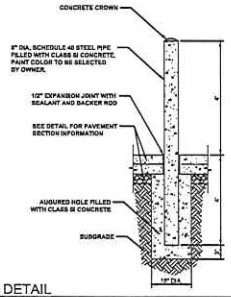


NOTES:
1. NONWOVEN GEOTEXTILE FABRIC SHALL BE PROVIDED ON ALL SIDES OF THE PERMEABLE PAVER SYSTEM NOT ADJACENT TO A CONCRETE BARRIER. FABRIC SHALL MEET REQUIREMENTS OF IDM MATERIAL SPECIFICATION 592 GEOTEXTILE, TABLE 1, CLASS 1, WITH AN APPARENT OPENING SIZE OF 0.60 MM.

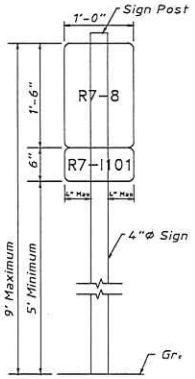
PERMEABLE PAVER DETAIL
Scale: NOT TO SCALE

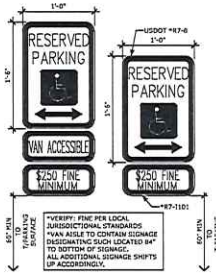


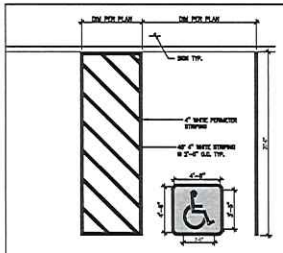
STANDARD DUTY CONCRETE DETAIL
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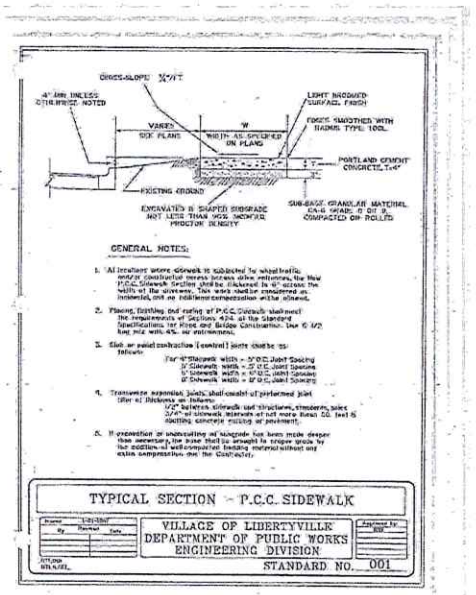
BOLLARD DETAIL
Scale: NOT TO SCALE







ADA PARKING SIGNAGE DETAIL
Scale: NOT TO SCALE



PCC SIDEWALK DETAIL
Scale: NOT TO SCALE

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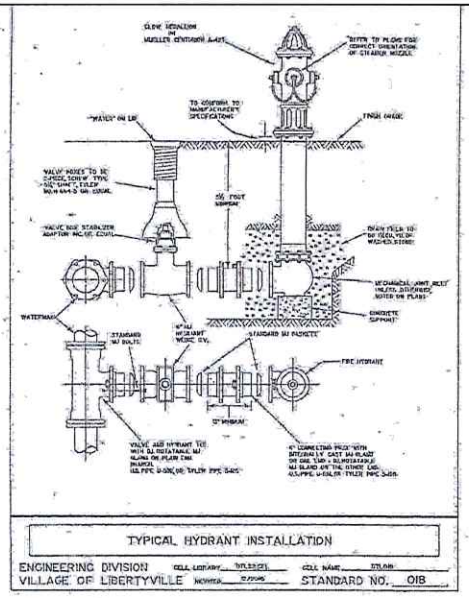
CITY RESUBMITTAL	01.24.23
CITY SUBMITTAL	11.18.22

EXP: 11/23

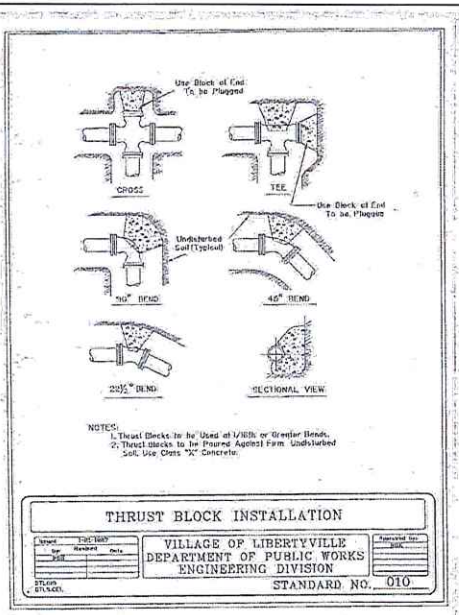
SITE CONSTRUCTION DETAILS

C4.0

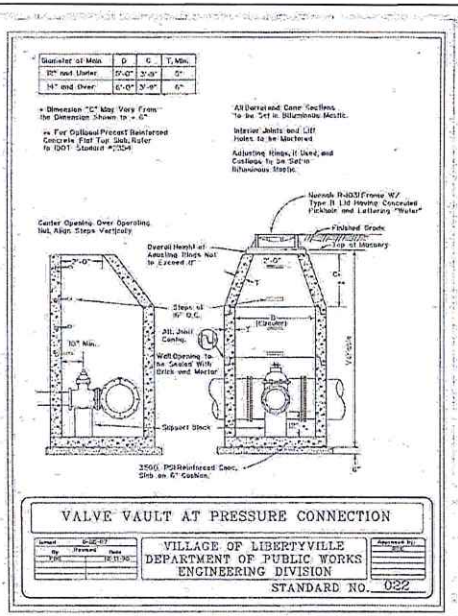
CAGE ENGINEERING INC PROJECT NUMBER: 210141



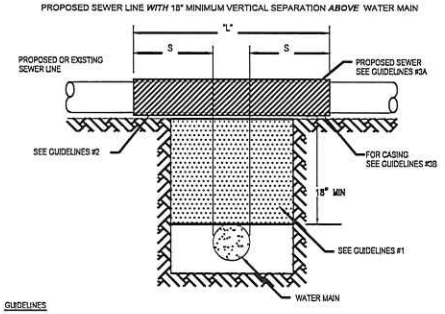
HYDRANT DETAIL
Scale: NOT TO SCALE



THRUST BLOCK DETAIL
Scale: NOT TO SCALE



VALVE VAULT AT PRESSURE CONNECTION
Scale: NOT TO SCALE



GUIDELINES

1. IF SELECT GRANULAR BACKFILL EXISTS: REMOVE WITHIN WIDTH OF PROPOSED SEWER TRENCH AND REPLACE WITH SELECT EXCAVATED MATERIAL (CLASS IV) AND COMPACT
2. OMIT SELECT GRANULAR EMBEDMENT AND GRANULAR BACKFILL TO ONE (1) FOOT OVER TOP OF SEWER AND USE SELECT EXCAVATED MATERIAL (CLASS IV) AND COMPACT THE LENGTH OF "L" FEET.
3. A) CONSTRUCT "L" FEET OF PROPOSED SEWER OF WATER MAIN MATERIAL AND PRESSURE TEST, OR;

   B) USE "L" FEET OF WATER MAIN MATERIAL FOR CASING OF PROPOSED SEWER AND SEAL ENDS OF CASING.

NOTE: "S" THE LENGTH NECESSARY TO PROVIDE 10 FEET OF SEPARATION AS MEASURED PERPENDICULAR TO THE EXISTING WATER MAIN

*BASED ON STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS.

WATER & SEWER SEPERATION DETAIL
Scale: NOT TO SCALE

12/1/2022 8:05:18 PM

STUDIO 222 ARCHITECTS
222 S MORGAN ST, SUITE 4B, CHICAGO, IL 60607
PHONE: 312.858.4970, WEBSITE: S222ARCH.COM

CAGE CIVIL ENGINEERING
3110 WOODCREEK DR, DOWNERS GROVE, IL 60515 PHONE: 630.598.0007

LIBERTYVILLE HYUNDAI
901 S MILWAUKEE AVE.
LIBERTYVILLE, IL

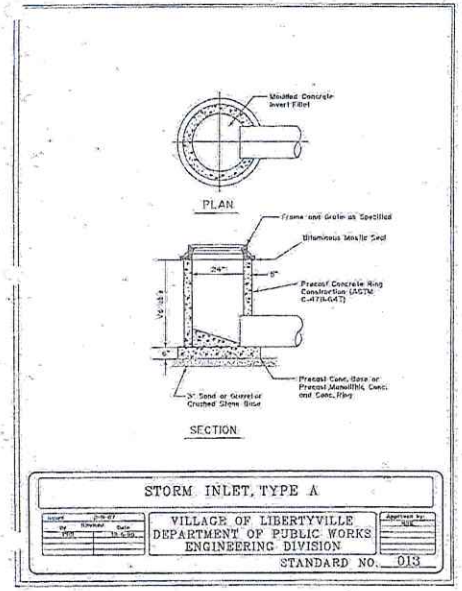
CITY RE-SUBMITTAL	01.24.23
CITY SUBMITTAL	11.18.22

MATTHEW P. SCHNEIDER 062062574 LICENSED PROFESSIONAL ENGINEER OF ILLINOIS
EXP: 11/23

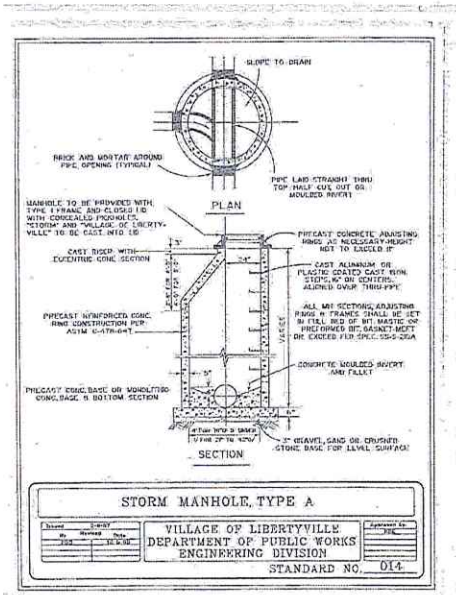
SITE CONSTRUCTION DETAILS

C4.1

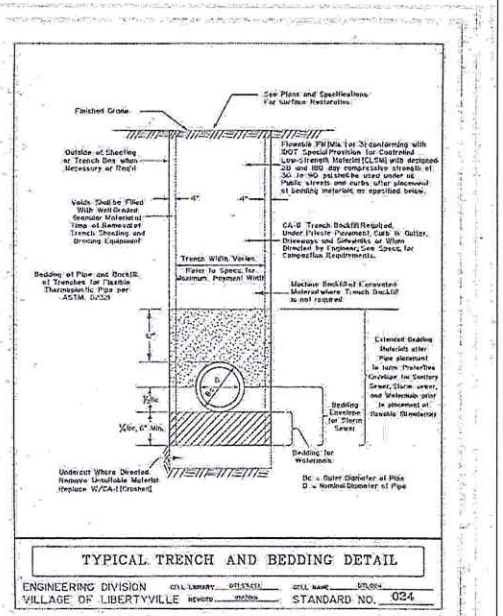
CAGE ENGINEERING INC PROJECT NUMBER: 210141



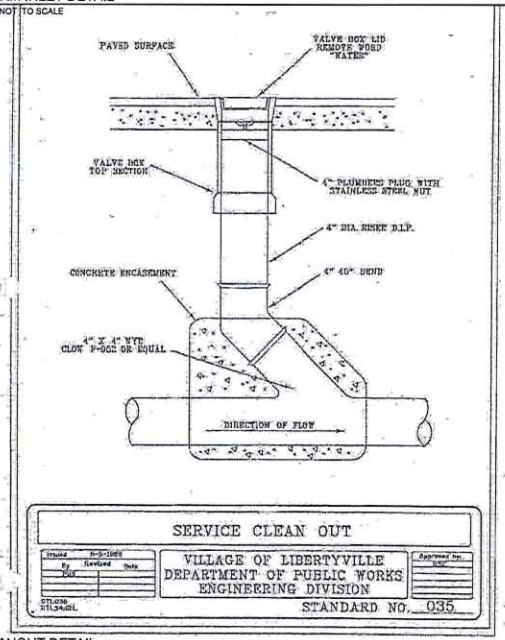
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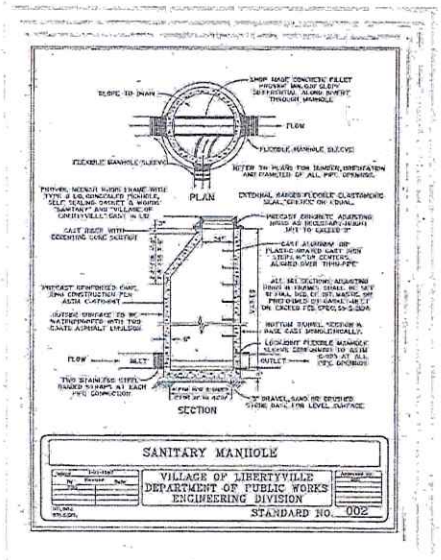
STORM MANHOLE DETAIL
Scale: NOT TO SCALE



TYPICAL TRENCH BACKFILL DETAIL
Scale: NOT TO SCALE



CLEANOUT DETAIL
Scale: NOT TO SCALE



SANITARY MANHOLE DETAIL
Scale: NOT TO SCALE

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3110 WOODCREEK DR, DOWNERS GROVE, IL 60515 PHONE: 630.598.0007

LIBERTYVILLE HYUNDAI
901 S MILWAUKEE AVE.
LIBERTYVILLE, IL

CITY RESUBMITTAL	01.24.24
CITY SUBMITTAL	11.10.23



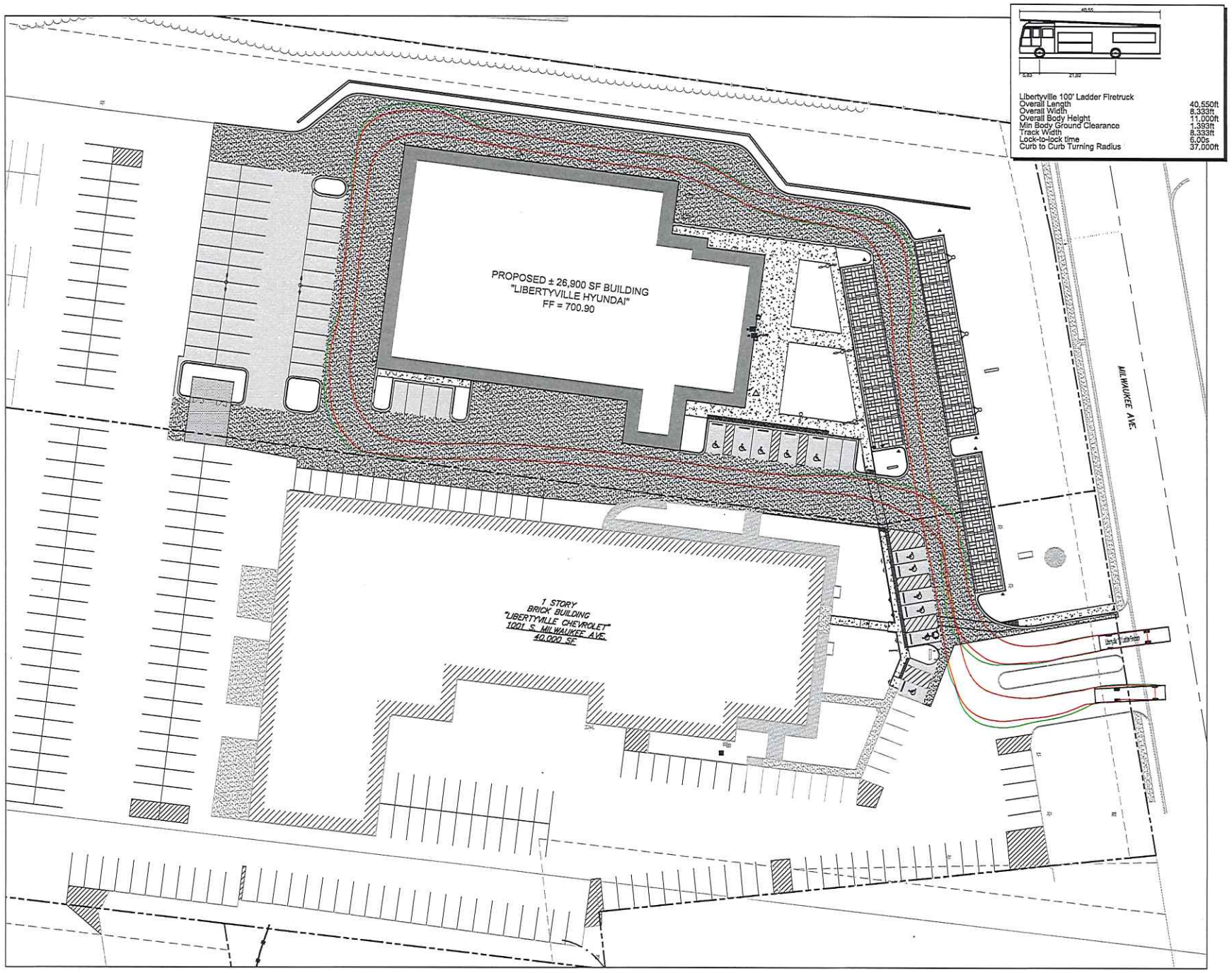
EXP: 11/23

SITE CONSTRUCTION DETAILS

C4.2

CAGE ENGINEERING INC PROJECT NUMBER: 210141

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CAGE CIVIL ENGINEERING
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LIBERTYVILLE HYUNDAI

901 S MILWAUKEE AVE.
LIBERTYVILLE, IL

CITY RESUBMITTAL	01.24.23
CITY SUBMITTAL	11.18.22

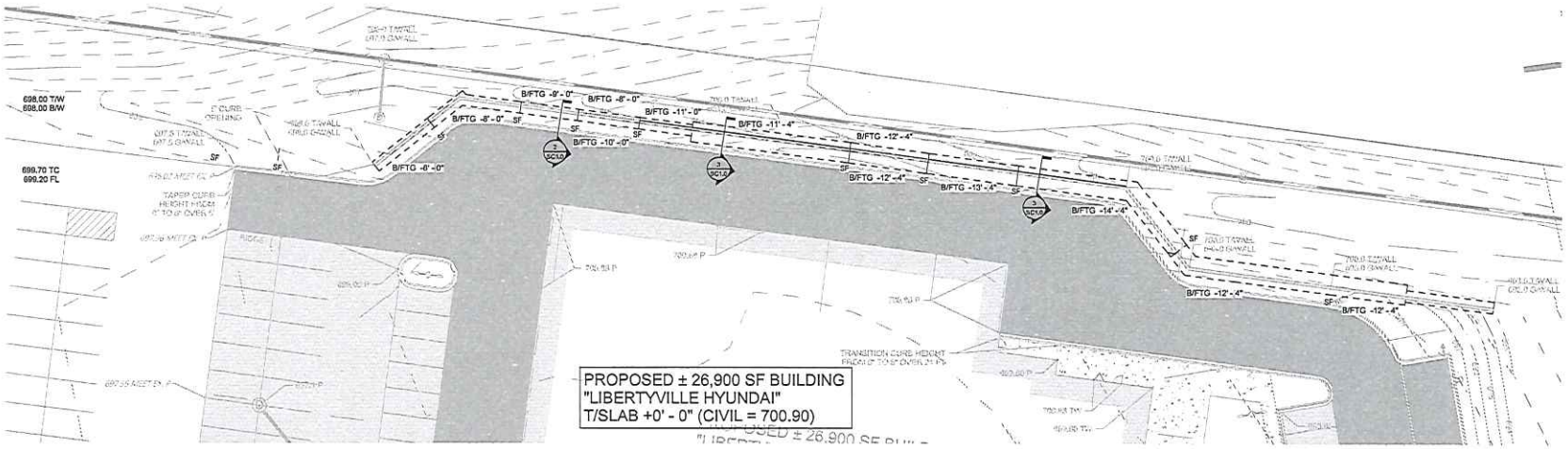
062062674
LICENSED PROFESSIONAL ENGINEER
OF ILLINOIS
EXP: 11/23

FIRETRUCK TURN EXHIBIT

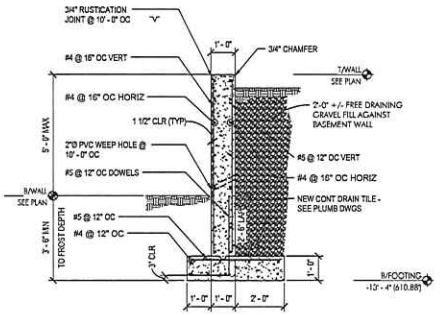
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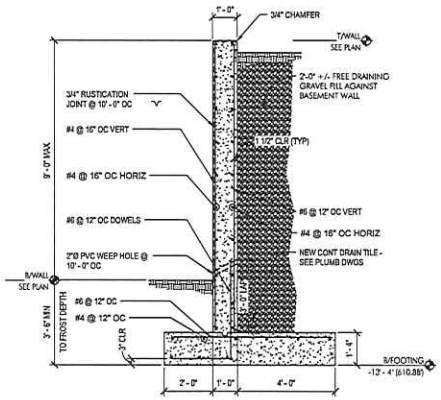
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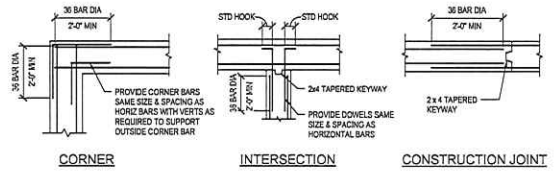
1 SC1.0 SITE RETAINING WALL FOUNDATION PLAN
SCALE: 1/16" = 1'-0"



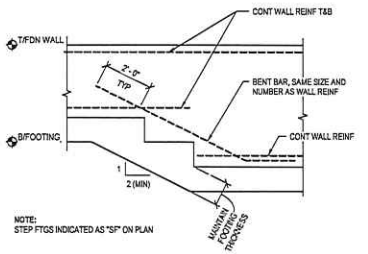
2 SC1.0 RETAINING - WALL SECTION MAX WALL HEIGHT OF 5' - 0"
SCALE: 1/2" = 1'-0"



3 SC1.0 RETAINING - WALL SECTION MAX WALL HEIGHT OF 9' - 0"
SCALE: 1/2" = 1'-0"



1 SC1.0 TYPICAL WALL REINFORCING
SCALE: 1/2" = 1'-0"



1 SC1.0 TYP STEP FOOTING DETAIL
SCALE: 1/2" = 1'-0"

STUDIO 222 ARCHITECTS
222 S MORGAN ST, SUITE 4B, CHICAGO, IL 60607
PHONE: 312.850.4970, WEBSITE: S222ARCH.COM
ML STRUCTURAL

HYUNDAI - LIBERTYVILLE
1001 S MILWAUKEE AVE.
LIBERTYVILLE, IL

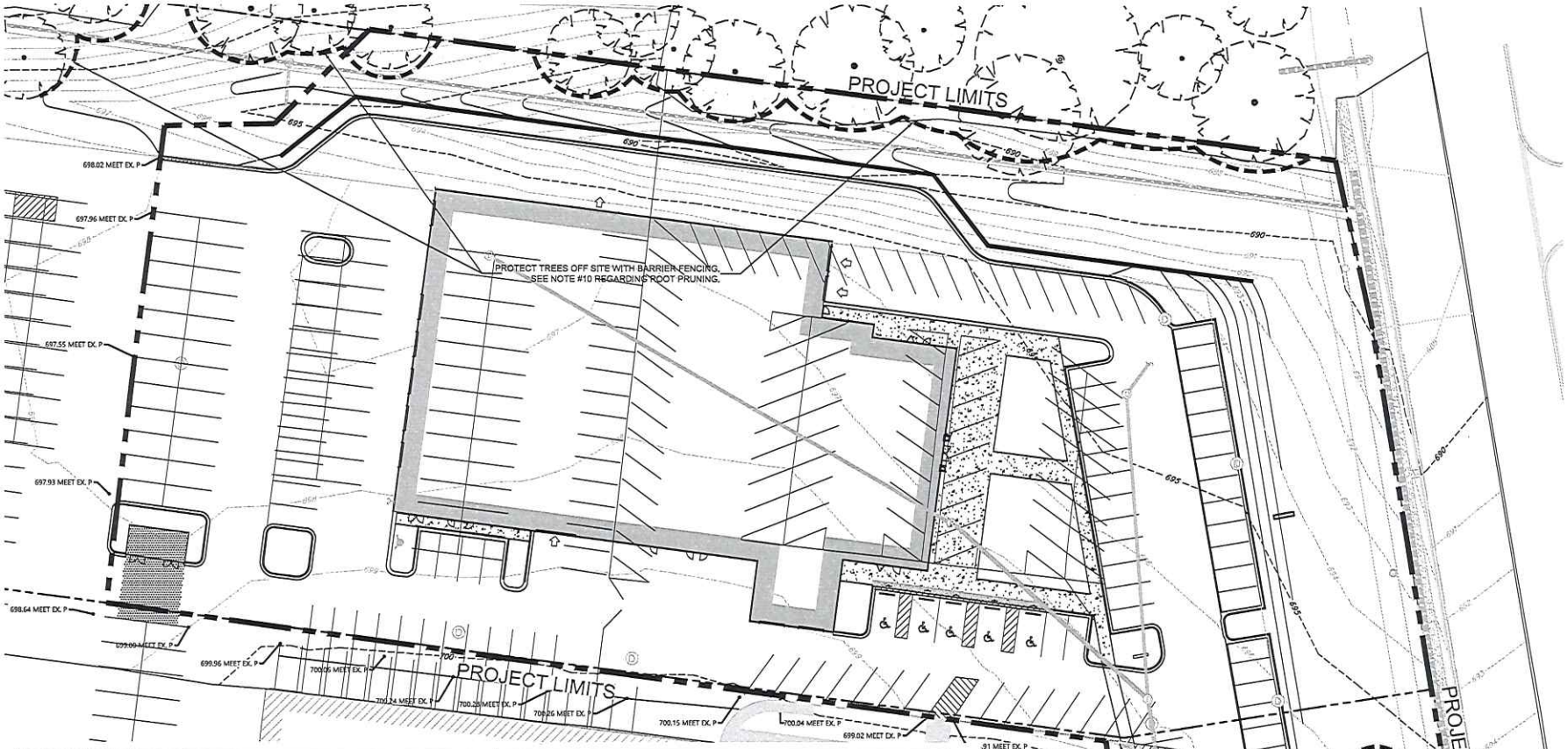
PLAN COMMISSION REVISIONS 01/24/2022

STATE OF ILLINOIS LICENSED STRUCTURAL ENGINEER RYAN A. LEZZANIO 081-007425

SITE RETAINING WALL PLANS AND DETAILS

SC1.0

1/21/2022 10:29:37 AM



1 TREE REMOVAL & PROTECTION PLAN

TREE PROTECTION & REMOVAL NOTES

1. CONTRACTOR SHALL OBTAIN ALL NECESSARY STATE AND LOCAL PERMITS AND PERMISSIONS TO PRUNE, REMOVE, AND/OR TRANSPLANT ANY TREES ON SITE.
2. DEAD AND DYING MATERIAL ON THE SITE SHALL BE REMOVED OR PRUNED. MATERIALS NOT LABELED ON THE PROTECTION PLAN SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT FOR REMEDIATION.
3. DURING CONSTRUCTION EXISTING TREES OVER FOUR INCHES IN CALIPER SHALL BE PROTECTED WITH BARRIER FENCING.
4. BARRIER SHALL BE CONSTRUCTED OF A MIN. 3' TALL SNOW FENCE OR SIMILAR AND SUPPORT POSTS MIN. 6' O.C. AND SHALL BE ERECTED ONE FOOT BEYOND THE DRIP LINE OFF ALL EXISTING TREES ON SITE AND ADJACENT SITES TO REMAIN.
5. BARRIER FENCING SHOWN ON THE PLAN IS APPROXIMATE. CONTRACTOR SHALL ADJUST LOCATION OF BARRIER TO POSITION OUTLINED IN COMMENT 4.
6. NO EXCESS SOIL OR ADDITIONAL FILL, BUILDING MATERIALS OR DEBRIS SHALL BE PLACED WITHIN THE PROTECTIVE BARRIER.
7. NO VEHICLES OR HEAVY MACHINERY SHALL BE ALLOWED TO WORK WITHIN THE BARRIER AREA.
8. NO ATTACHMENTS OR WIRES, OTHER THAN PROTECTIVE GUY WIRES, SHALL BE ATTACHED TO ANY OF THE TREES WHICH ARE WITHIN PROTECTIVE BARRIER.
9. STUMPS OR TREE REMAINS NOT TO BE FULLY EXCAVATED SHALL BE REMOVEED. A STUMP GRINDER SHALL BE USED TO REMOVE ALL REMAINING ROOTS AND WOODY MATERIAL, WITHIN A 24" RADIUS OF THE TREE TRUNK TO MIN. 6" BELOW GRADE. DISTURBED AREA SHALL BE BACKFILLED WITH COMPACTED TOPSOIL TO MEET SURROUNDING GRADES.
10. ANY ROOTS OVER 2.0" DIAMETER ENCOUNTERED DURING EXCAVATION FOR NORTHERN RETAINING WALL SHALL BE ROOT PRUNED AND TREATED BY A LICENSED ILLINOIS ARBORIST.

EXISTING VEGETATION DESCRIPTION

THE PROJECT SITE CONSISTS OF A PARKING LOT. A DENSE NATURALIZED PLANTING OF TREES IS LOCATED ADJACENT TO THE SITE TO THE NORTH AND WEST. A DRAINAGE WAY IS LOCATED ALONG THE NORTH PROPERTY LINE. (1) ONE - 10" SPRUCE TREE IS LOCATED IN THE SOUTHEAST AND WILL BE RETAINED FOR CREDIT. NO TREES ARE TO BE REMOVED AS PART OF THIS PROJECT.

TREE PROTECTION & REMOVAL LEGEND

- EXISTING DECIDUOUS TREE TO REMAIN
- EXISTING EVERGREEN TREE TO REMAIN
- BARRIER FENCING TO BE INSTALLED

N SHEET SCALE 1"=20'
0' 10' 20' 40' 60'

LG Workshop, LLC
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Chicago, IL 60647
ph. 773.697.4388
www.LGWLA.com

SEAL

LICENSED LANDSCAPE ARCHITECT
LAWRIE C. GARDOCKI JR.
STATE OF ILLINOIS

EXPIRES 08/2023

PROJECT TEAM

CIVIL ENGINEER:
CAGE CIVIL ENGINEERING

PROJECT NAME

Hyundai Libertyville
N. Milwaukee Ave.
Libertyville, Illinois

DRAWING ISSUED

NO.	TITLE	DATE
1.	ISSUED FOR REVIEW	10/27/2018
2.	REV'S PER COMMENTS	11/08/2021
3.	REV'S PER COMMENTS	01/21/2022

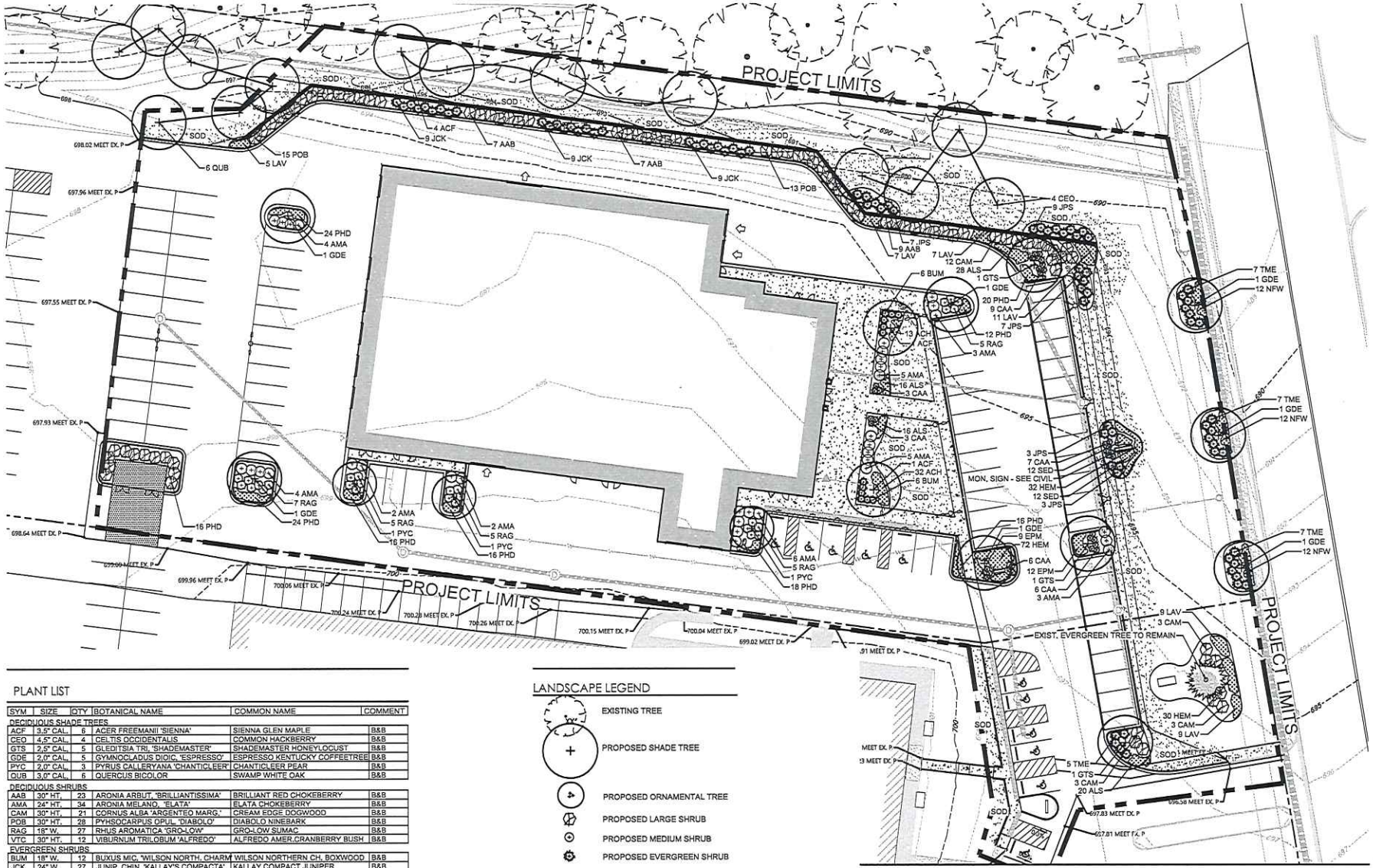
SET TYPE
LANDSCAPE PLANS

PROJECT NUMBER
2110036

DATE
10-27-2021
DRAWN BY: LCG | APPROVED BY: LCG

SHEET TITLE
TREE PROTECTION & REMOVAL PLAN

SHEET NUMBER
L.1



1 LANDSCAPE PLAN

PLANT LIST

SYM	SIZE	QTY	BOTANICAL NAME	COMMON NAME	COMMENT
DECIDUOUS SHADE TREES					
ACF	3.5" CAL.	6	ACER FREEMANII 'SIENNA'	SIENNA GLEN MAPLE	B&B
CEO	4.5" CAL.	4	CELTIS OCCIDENTALIS	COMMON HACKBERRY	B&B
GTS	2.5" CAL.	5	GLEDITSIA TRI. 'SHADEMASTER'	SHADEMASTER HONEYLOCUST	B&B
GDE	2.0" CAL.	5	GYMNOCLADUS DIOIC. 'ESPRESSO'	ESPRESSO KENTUCKY COFFEETREE	B&B
PYC	2.0" CAL.	3	PYRUS CALLERYANA 'CHANTICLEER'	CHANTICLEER PEAR	B&B
QUB	3.0" CAL.	6	QUERCUS BICOLOR	SWAMP WHITE OAK	B&B
DECIDUOUS SHRUBS					
AAB	30" HT.	23	ARONIA ARBUT. 'BRILLIANTISSIMA'	BRILLIANT RED CHOKEBERRY	B&B
AMA	24" HT.	34	ARONIA MELANO. 'ELATA'	ELATA CHOKEBERRY	B&B
CAM	30" HT.	21	CORNUS ALBA 'ARGENTEO MARG.'	CREAM EDGE DOGWOOD	B&B
POB	30" HT.	28	PYHSOCARPUS OPUL. 'DIABOLO'	DIABOLO NINEBARK	B&B
RAG	18" W.	27	RHUS AROMATICA 'GRO-LOW'	GRO-LOW SUMAC	B&B
VTC	30" HT.	12	VIBURNUM TRILOBUM 'ALFREDO'	ALFREDO AMER.CRANBERRY BUSH	B&B
EVERGREEN SHRUBS					
BUM	18" W.	12	BUXUS MIC. 'WILSON NORTH. CHARM'	WILSON NORTHERN CH. BOXWOOD	B&B
JCK	24" W.	27	JUNIP. CHIN. 'KALLAY'S COMPACTA'	KALLAY COMPACT JUNIPER	B&B
TME	24" W.	26	TAXUS X MEDIA 'EVERLOW'	EVERLOW DENSE YEW	B&B
JPS	24" W.	29	JUNIPERUS x PFITZER. 'SEA GREEN'	SEA GREEN JUNIPER	B&B
ORNAMENTAL GRASSES					
CAA	3 GAL.	34	CALAMAGROSTIS ACUT. 'STRICTUS'	STRICTUS FEATHER REED GRASS	
GROUNDCOVER / PERENNIALS					
ACH	#1 CONT.	45	ACHILLEA MILLE. 'PAPRIKA'	PAPRIKA YARROW	18" O.C.
ALS	#1 CONT.	80	ALLIUM TANGUT. 'SUMMER BEAUTY'	SUMMER BEAUTY WILD GINION	18" O.C.
EPM	#1 CONT.	21	ECHINACEA PURPUREA 'MAGNUS'	MAGNUS PURPLE CONEFLOWER	24" O.C.
HEM	#1 CONT.	134	HEMEROCALLIS 'STELLA DE ORO'	STELLA DE ORO DAYLILY	15" O.C.
LAV	#1 CONT.	48	LAVENDULA 'MUNSTEAD STRAIN'	MUNSTEAD ENGLISH LAVENDAR	24" O.C.
NFW	#1 CONT.	36	NEPETA FASSENI 'WALKER'S LOW'	WALKERS LOW CATMINT	24" O.C.
PHD	#1 CONT.	162	PHLOX DIVARICATA	BLUE PHLOX	15" O.C.
SED	#1 CONT.	24	SEDUM X 'AUTUMN JOY'	AUTUMN JOY SEDUM	18" O.C.
SOD	SQ. YD.	1185	SODDED LAWN		

LANDSCAPE LEGEND

- EXISTING TREE
- PROPOSED SHADE TREE
- PROPOSED ORNAMENTAL TREE
- PROPOSED LARGE SHRUB
- PROPOSED MEDIUM SHRUB
- PROPOSED EVERGREEN SHRUB
- PROPOSED LOW SHRUB
- PROPOSED ORNAMENTAL GRASS
- PROPOSED PERENNIAL PLANTING
- SODDED LAWN

N SHEET SCALE 1"=20'
0' 10' 20' 40' 60'

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SEAL

LICENSED LANDSCAPE ARCHITECT
STATE OF ILLINOIS
EXPIRES 08/2023

PROJECT TEAM

CIVIL ENGINEER:
CAGE CIVIL ENGINEERING

PROJECT NAME

Hyundai Libertyville
N. Milwaukee Ave.
Libertyville, Illinois

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NO.	TITLE	DATE
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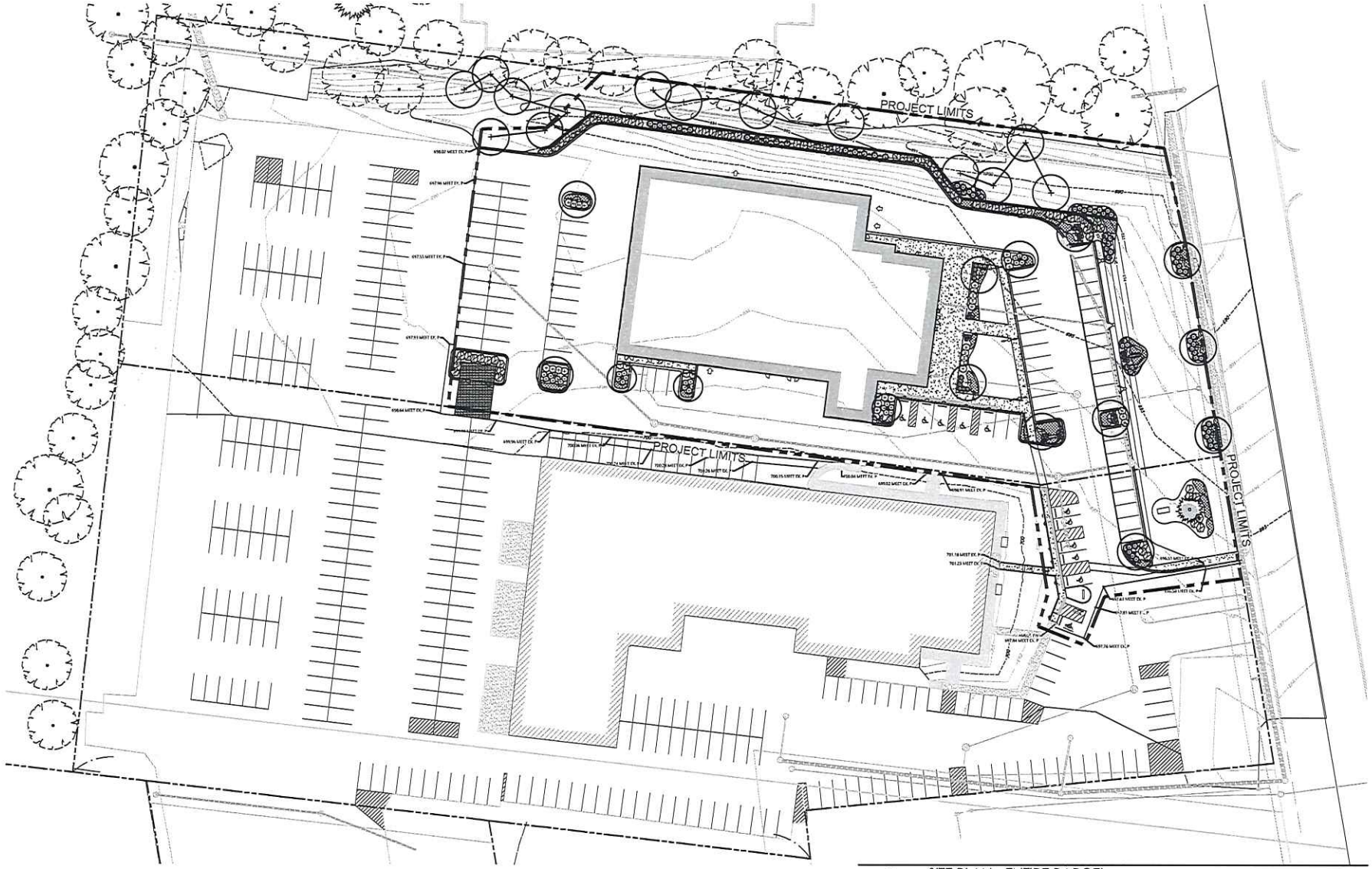
SET TYPE
LANDSCAPE PLANS

PROJECT NUMBER
2110036

DATE
10-27-2021
DRAWN BY: LCG | APPROVED BY: LCG

SHEET TITLE
LANDSCAPE PLAN

SHEET NUMBER
L.2



1 SITE PLAN - ENTIRE PARCEL
FOR REFERENCE ONLY

N SHEET SCALE 1"=30'
0' 15' 30' 60' 90'

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SEAL

LICENSED LANDSCAPE ARCHITECT
LARRY C. GUASCIOLA
STATE OF ILLINOIS

EXPIRES 08/2023

PROJECT TEAM

CIVIL ENGINEER:
CAGE CIVIL ENGINEERING

PROJECT NAME

Hyundai Libertyville
N. Milwaukee Ave.
Libertyville, Illinois

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SHEET TITLE
LANDSCAPE PLAN

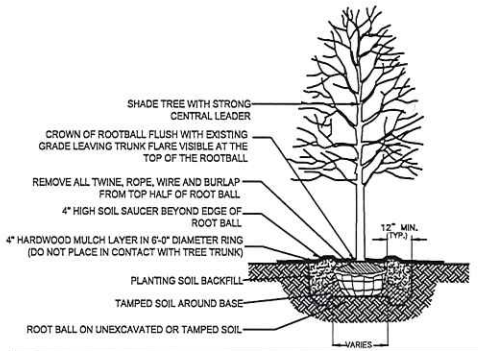
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LANDSCAPE NOTES

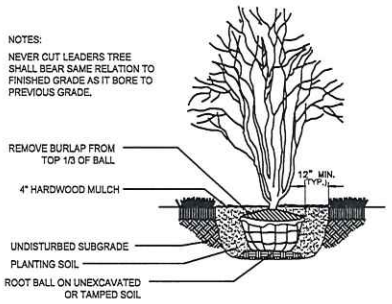
1. CONTRACTOR SHALL OBTAIN ALL NECESSARY LOCAL PERMITS AND PERMISSIONS TO INSTALL THE PROPOSED IMPROVEMENTS
2. ALL LANDSCAPE MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE VILLAGE OF LIBERTYVILLE LANDSCAPING CODES AND ZONING ORDINANCES.
3. PRIOR TO COMMENCING ANY WORK, CONTRACTOR SHALL HAVE DIGGERS HOTLINE LOCATE AND MARK ALL UNDERGROUND UTILITY FACILITIES AND LINES.
4. ALL PLANT MATERIALS (EXCEPT FOR GROUNDCOVER, ANNUALS, AND PERENNIALS) SHALL BE BALLED AND BURLAPPED STOCK AND MEET CURRENT STANDARDS OF THE AMERICAN ASSOCIATION OF NURSERYMEN'S STANDARD FOR NURSERY STOCK (ANSI 260.1-1986) OR EQUAL. PLANT MATERIALS MUST BE SUPPLIED WITHIN A 150 MILE RADIUS OF PROJECT SITE WITHIN NORTHEAST ILLINOIS. CONTRACTOR MAY SUBSTITUTE CONTAINER STOCK FOR SHRUBS IF SIZES ARE EQUAL TO SPECIFIED B&B STOCK, WITH THE APPROVAL OF THE LANDSCAPE ARCHITECT.
5. IF SPECIFIED PLANTS ARE NOT AVAILABLE AT THE TIME OF ORDERING, PLANTS WITH SIMILAR WHOLESALE VALUE AND LANDSCAPE CHARACTERISTICS MAY BE SUBSTITUTED UPON THE APPROVAL OF THE LANDSCAPE ARCHITECT AND VILLAGE STAFF.
6. SOIL IN GROUNDCOVER BEDS SHALL BE AMENDED USING 2 INCHES OF MUSHROOM COMPOST INCORPORATED INTO THE TOP 4 INCHES OF SOIL.
7. DISTURBED AREAS TO RECEIVE SOD SHALL BE TILLED TO 6" DEPTH AND FINE GRADED TO PROVIDE SMOOTH BASE SURFACE. IF EXISTING SOIL IS A MAJORITY OF CLAY OR UNSUITABLE, 2" OF FINE GRADED TOPSOIL SHALL BE ADDED PRIOR TO TILLING. EXISTING SOD AREAS SHALL HAVE TURF REMOVED WITH AUTOMATED SODCUTTER OR HAND SPACE TO REMOVE ALL BLADES AND ROOTS. 1" OF FIND GRADED TOPSOIL SHALL BE TILLED AND GRADED.
8. TREE AND SHRUB BACKFILL MIXTURE SHALL BE 2 PARTS EXIST. NATIVE TOPSOIL AND 1 PART SPHAGNUM PEAT MOSS W/ DECOMPOSED MANURE.
9. ALL SHRUB BEDS AND INDIVIDUAL TREE PLANTINGS, UNLESS OTHERWISE NOTED, SHALL RECEIVE A 4 INCH LAYER OF SHREDDED HARDWOOD MULCH. ALL GROUNDCOVER, ANNUAL AND PERENNIAL BEDS SHALL RECEIVE A 2 INCH LAYER OF THE SAME MULCH MATERIAL. COSTS FOR MULCH SHALL BE CONSIDERED INCIDENTAL AND SHALL BE INCLUDED IN THE COST OF PLANTINGS.
10. NURSERY TAGS (SPECIES, SIZE) FOR ALL SHADE TREES SHALL REMAIN ATTACHED TO TREES UNTIL FINAL APPROVAL FROM MUNICIPALITY.
11. THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE OWNER A BONDED WRITTEN ONE-YEAR WARRANTY AGREEMENT (BEGINNING ON THE OWNER'S POSSESSION DATE). THIS AGREEMENT SHALL COVER MAINTENANCE, REPAIR, AND REPLACEMENT OF ALL DEAD OR DAMAGED LANDSCAPING TO PRESERVE THE SAME QUANTITY AND QUALITY AS INITIALLY APPROVED.
12. CONTRACTOR SHALL PROVIDE A SEPARATE ESTIMATE FOR AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM FOR COMPLETE EFFECTIVE COVERAGE OF ALL LAWN AREAS AND SHRUB BEDS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR APPROVAL AND APPLY FOR ALL NECESSARY PERMITS PRIOR TO COMMENCING WORK. IRRIGATION PLANS SHALL INCLUDE HUNTER PRO-C CONTROLLER W/WIRELESS SOLAR SYNC STATION AND HUNTER SPRAYHEADS AND NOZZLES. IRRIGATION WORK SHALL BE WARRANTY ALL LABOR AND MATERIALS FOR 1 FULL YEAR AFTER INSTALLATION AND TESTING.
13. SEEDED LAWN AREAS SHALL BE BID WITH A BID ALTERNATE FOR HYDROSEEDED LAWN. PRIOR TO SEEDING, 2" OF FINE TOPSOIL SHALL BE TILLED INTO EXIST SOIL MIXTURE. A MIX CONSISTING OF ROUGHLY 30 % BLUEGRASS / 30% FINE FESCUES / 40% RYE GRASSES (AND TACKIFIER FOR HYDROSEEDING) SHALL BE APPLIED AT MANUFACTURERS SPECIFIED RATES FOR NEW LAWNS BETWEEN 5 AND 10 LBS PER 1,0000 SF.
14. TREES AND SHRUBS SHALL NOT BE LOCATED CLOSER THAN TEN (10) FEET TO FIRE HYDRANTS, TRANSFORMERS OR OTHER ABOVE GROUND UTILITIES. ANY DISCREPANCY ON THE PLAN RELATED TO THESE PROXIMATE UTILITIES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT FOR RESOLUTION.

VILLAGE LANDSCAPE REQUIREMENT CALCULATIONS

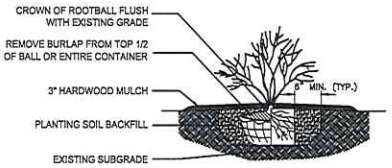
DESCRIPTION	REQUIREMENT	AREA / LENGTH	PROPOSED
TOTAL SITE		129,364 SQ. FT.	
TOTAL BUILDING		24,500 SQ. FT.	
TOTAL PARKING	SQUARE FOOTAGE OF PARKING AREA / VEHICLE USE AREA	57,137 SQ. FT.	
PARKING INTERIOR LANDSCAPE	SQUARE FOOTAGE AND PERCENTAGE OF INTERIOR PARKING LOT LANDSCAPE AREA EXPRESSED AS A RATIO TO TOTAL PARKING LOT AREA	5,726 SQ. FT.	5726 / 57137 = 10.0 %
PERIMETER LANDSCAPED OPEN SPACE	1 TREE PER 60' O.C.	792 L.F. 13 TREES	1 SAVED 10" CAL EVER. TREE = 4 TREES 9 NEW SHADE TREES
	1 SHRUB PER 25' O.C.	792 L.F. 32 SHRUBS	37 NEW SHRUBS 36 PERENNIALS
PARKING LOT SCREENING	SCREENING AROUND PARKING LOTS AT LEAST 3' HT.	792 L.F.	515 L.F.



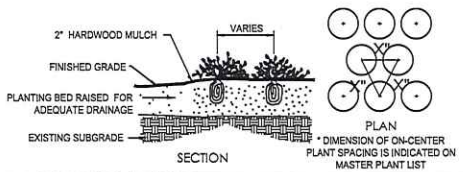
1 SHADE TREE PLANTING DETAIL — NOT TO SCALE



2 ORNAMENTAL TREE PLANTING DETAIL — NOT TO SCALE



3 SHRUB PLANTING DETAIL — NOT TO SCALE



4 PERENNIAL / ANNUAL PLANTING DETAIL — NOT TO SCALE

LG Landscape Architecture Site Planning Illustration
Workshop LLC
2324 W. Armitage Avenue
Chicago, IL 60647
ph. 773.697.4388
www.LGWLA.com

SEAL

LICENSED LANDSCAPE ARCHITECT — LARRY C. GLASSCOCK JR. — STATE OF ILLINOIS

EXPIRES 08/2023

PROJECT TEAM

CIVIL ENGINEER:

CAGE CIVIL ENGINEERING

PROJECT NAME

Hyundai Libertyville
N. Milwaukee Ave.
Libertyville, Illinois

DRAWING ISSUED

NO.	TITLE	DATE
1.	ISSUED FOR REVIEW	10/27/2018
2.	REV'S PER COMMENTS	11/08/2021
3.	REV'S PER COMMENTS	01/21/2022

SET TYPE
LANDSCAPE PLANS

PROJECT NUMBER
2110036

DATE
10-27-2021
DRAWN BY: LCG | APPROVED BY: LCG

SHEET TITLE
LANDSCAPE PLAN / DETAILS & NOTES

SHEET NUMBER
L.4

Parking Lot		
Average	4.3	fc
Maximum	43.9	fc
Minimum	0.0	fc
Max/Min	N/A	
Average/Min	N/A	

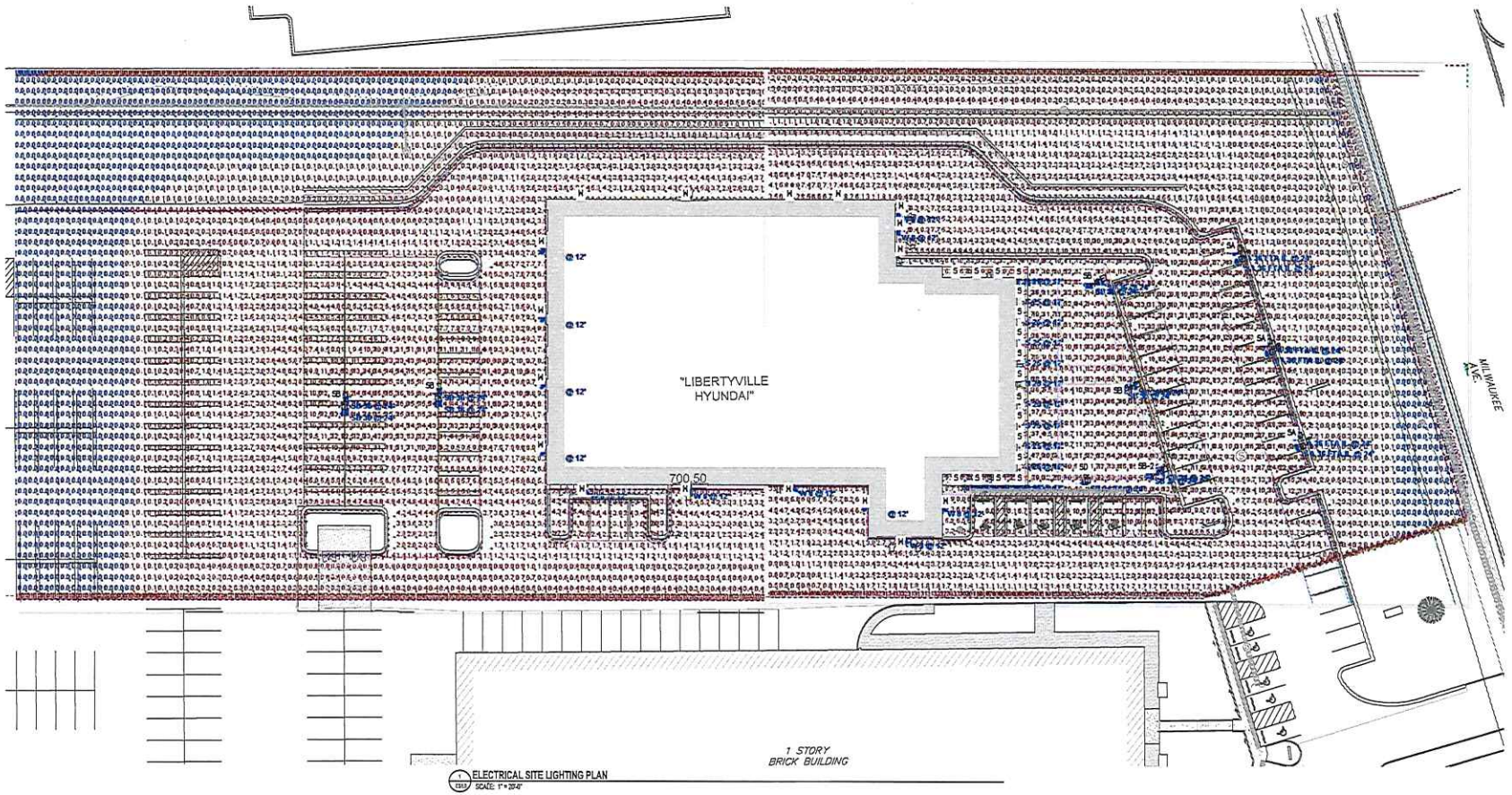
Property Line		
Average	0.24	fc
Maximum	1.89	fc
Minimum	0.00	fc
Max/Min	N/A	
Average/Min	N/A	

LUMINAIRE SCHEDULE

TYPE	DESCRIPTION	LISTED LUMEN OUTPUT	MOUNTING	LAMPS	VOLTAGE	INPUT WATTAGE	MANUFACTURER & CATALOG NUMBER	ALTERNATE MANUFACTURER	NOTES
'B'	EXTERIOR 6" ARCHITECTURAL DOWNLIGHT WIDE FLOOD, SPECULAR CLEAR REGRESSED LENS, HAZE SEMI-DIFFUSED FINISH, WHITE TRIM RING	2,335	RECESSED (EXTERIOR CANOPY)	LED	120-277V	22	LSI - LAD LADX-LED-25L-UNV-DIM5-40-WF-TRSRL-HAZ 14' MOUNTING HEIGHT	NONE	1
'W'	EXTERIOR WALL SCONCE TYPE 4 FORWARD THROW DISTRIBUTION, BRONZE FINISH	8,057	EXTERIOR WALL SURFACE	LED	120-277V	62.0	LSI - MIRADA XWM-FTA-LED-8L-50-UE-BRZ	NONE	1
'SA'	DUAL HEAD, POLE MOUNTED ARCHITECTURAL LED LUMINAIRE MOUNTED 180 DEGREES APART. FORWARD THROW DISTRIBUTION WITH ONE HEAD ROTATED LEFT OPTICS AND THE OTHER ROTATED RIGHT OPTICS. 5000 K COLOR TEMPERATURE. DARK BRONZE	36,540 EACH HEAD	POLE MOUNTED @ 24' AFG	LED	120-277V	286 EACH HEAD	LSI - MIRADA MEDIUM ONE HEAD: MRM-LED-36L-SIL-FTA-L-UNV-DIM-50-70-BRZ-IL SECOND HEAD: MRM-LED-36L-SIL-FTA-R-UNV-DIM-50-70-BRZ-IL	NONE	1,2,3
'SB'	DUAL HEAD, POLE MOUNTED ARCHITECTURAL LED LUMINAIRE MOUNTED 180 DEGREES APART. TYPE 5 DISTRIBUTION FOR BOTH FIXTURE HEADS. 5000 K COLOR TEMPERATURE. DARK BRONZE	36,540 EACH HEAD	POLE MOUNTED @ 24' AFG	LED	120-277V	401 EACH HEAD	LSI - MIRADA MEDIUM BOTH HEADS: MRM-LED-36L-SIL-5M-UNV-DIM-50-70-BRZ	NONE	1,3
'SB-2'	DUAL HEAD, POLE MOUNTED ARCHITECTURAL LED LUMINAIRE MOUNTED 180 DEGREES APART. TYPE 5 DISTRIBUTION FOR BOTH FIXTURE HEADS. 5000 K COLOR TEMPERATURE. DARK BRONZE	24,000 EACH HEAD	POLE MOUNTED @ 24' AFG	LED	120-277V	176 EACH HEAD	LSI - MIRADA MEDIUM BOTH HEADS: MRM-LED-24L-SIL-2-UNV-DIM-50-70-BRZ	NONE	1,3
'SD'	SINGLE HEAD, POLE MOUNTED ARCHITECTURAL LED LUMINAIRE. TYPE 2 DISTRIBUTION. 5000 K COLOR TEMPERATURE. DARK BRONZE	24,000	POLE MOUNTED @ 24' AFG	LED	120-277V	176	LSI - MIRADA MEDIUM MRM-LED-30L-SIL-FT-UNV-DIM-50-70-BRZ-IL	NONE	1,2,3

NOTES:
1. CONTRACTOR TO PROVIDE ALL OPTIONS AND ACCESSORIES AS REQUIRED TO INSTALL FIXTURE IN VARYING CEILING TYPES AS SHOWN ON THE PLANS.
2. PROVIDE SHARP SPILL LIGHT CUTOFF OPTION, 'IL'.
3. PROVIDE 21'-0" POLE WITH 36" CONCRETE BASE FOR A TOTAL MOUNTING HEIGHT OF 24'-0".

GENERAL NOTES:
a. ELECTRICAL CONTRACTOR TO PROVIDE ALL NECESSARY MOUNTING HARDWARE AND LABOR FOR ALL LUMINAIRES.
b. ELECTRICAL CONTRACTOR TO PROVIDE ALL WIRING, CABLING, AND ACCESSORIES AS REQUIRED FOR PROPER FUNCTIONALITY OF LUMINAIRES UTILIZING OCCUPANCY CONTROL SYSTEM AND/OR DIMMING PER MANUFACTURERS INSTRUCTIONS.
c. ALL LED LUMINAIRES SHALL BE 4000K COLOR TEMPERATURE, 80 CRI, UNLESS NOTED OTHERWISE, AND INSTALLED BY THIS CONTRACTOR.
d. FINISH SHALL BE SELECTED BY THE ARCHITECT.



1 ELECTRICAL SITE LIGHTING PLAN
SCALE: 1" = 20'-0"

STUDIO 222 ARCHITECTS
222 S MORGAN ST, SUITE 4B, CHICAGO, IL 60607
PHONE: 312.850.4970, WEBSITE: S222ARCH.COM

LIBERTYVILLE HYUNDAI
MILWAUKEE AVENUE, LIBERTYVILLE, IL

2	REVIS PER COMMENTS PLDG DEVELPMT SUBMITTAL
1	PLANNED DEVELOPMENT SUBMITTAL

ELECTRICAL SITE LIGHTING PLAN

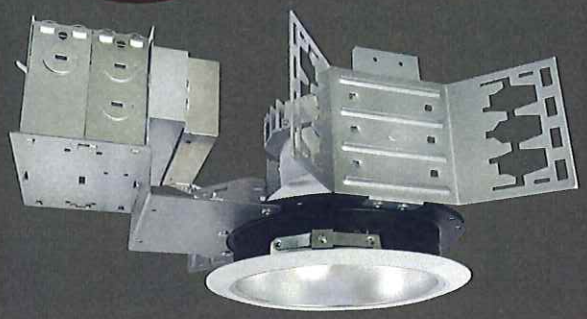
ES1.1

STUDIO 222 ARCHITECTS PROJECT NUMBER: 21030

DATE: ESLI.dwg 8:18:11 DATE: DEC 15, 2021 TYPE: 936 A21

Catalog # : LAD6 LED 25L UNV DIM1 40 WF TR6RL HAZ BL C27	Project : Libertyville Hyundai - TYPE S
Prepared By :	Date :

LAD6
6" LED Architectural Downlight



6 inch LED new construction downlight delivers superior performance and energy efficiency. Designed to use anodized aluminum reflectors delivering even illumination and low glare. The high performance luminaire offers 1000 up to 4000 lumens with color temperatures of 2700K, 3000K, 3500K, 4000K at 80 CRI. Standard driver offers universal (120-277V) and 0 -10V dimming down to 1%. The LAD series is ideal for low to medium ceiling heights for retail, hospitality and commercial applications.

Origin™

Features & Specifications

Optical System

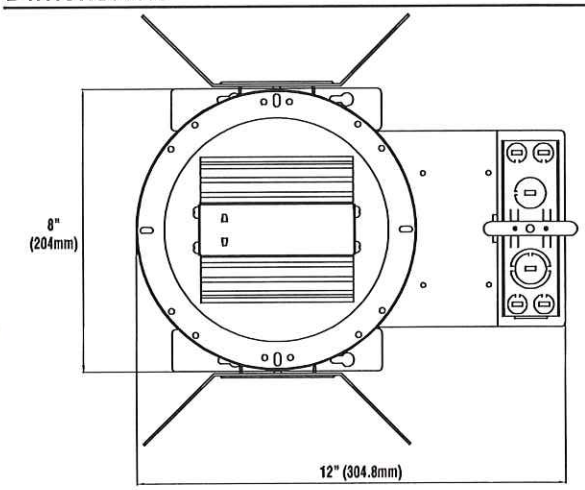
- LED source provides superior lumen output with maximum visual comfort.
- Tailored spot, narrow flood, flood and wide flood beam optics designed for glare free illumination.
- Choice of flanged or flangeless spun reflector utilizing heavy gauge highly reflective diffuse anodized aluminum to deliver low glare, even illumination of the space.
- Reflectors are retained with three retention clips holding the flange tight to the finished ceiling surface.
- Minimum CRI of 80.

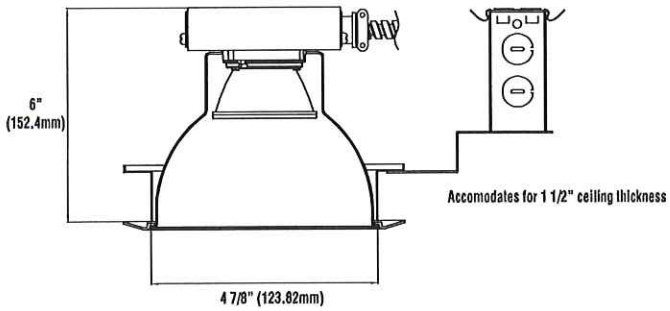
Electrical

- High-performance driver features over-voltage, under voltage, short-circuit and over temperature protection.
- 0-10 volt dimming (1% - 100%) standard.
- Standard Universal Voltage (120-277 Vac) Input 50/60 Hz.
- L70 Calculated Life: > 50k Hours projected @ 25°C per IESNA TM-21-11.
- Total harmonic distortion: <20%
- Power factor: >.90
- Input power stays constant over life.
- Compatible with Triac (forward-phase or leading-edge), ELV (reverse-phase or trailing edge) dimming only at 120 Vac.
- Driver can be accessed from below plenum for servicing.
- High-efficacy LEDs with integrated circuit board mount directly to an extruded aluminum heatsink to maximize heat dissipation and promote long life.
- Remote Emergency Battery (120-277V) field installed is available to meet critical life safety lighting requirements. The 90-minute battery provides 7.8watts constant power to the LED system, ensuring code compliance.To calculate light output during emergency mode(EM battery 7.8 watts x LPW of fixture being powered - see spec sheet). Detailed wiring diagram and installation instructions located on website.

TITLE 24 COMPLIANT · Intertek · Dimmable · RoHS COMPLIANT · damp location

Dimensions





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Features & Specifications (cont.)

New Construction Housing/Plaster Frame

- Designed for use in non-insulated ceiling where insulation must be kept a minimum of 3" from the fixture.
- Junction box listed for (8) #12 AWG (four in, four out) 90°C conductors and thru branch wiring.
- Junction box contains (5) 1/2" knockouts with trade pry-out slots and (4) Romex cable clamp knockouts.
- Deep collar accommodates ceiling thickness up to 1-1/2".
- Plaster frame with collar is designed with 20-gauge colled rolled steel, black-painted
- Universal mounting brackets provide up to 5" vertical adjustment and accepts 1/2" EMT conduit.
- Additional channel bar, nailer bar and suspended ceiling accessories available. See accessories.

Installation

- Additional channel bar, nailer bar and suspended ceiling accessories available to accommodate a variety of ceiling types.

Warranty

- LSI LED Fixtures carry a 5-year warranty.
- 1 Year warranty on optional Emergency Battery. Test regularly in accordance with local codes.

Listing

- cETLus Listed to UL 1598 and UL 8750 standards for 25°C Ambient applications
- RoHS Compliant.
- EMI/RFI compliant with FCC 47CFR Part 15 Class B Consumer limits and Class A Commercial & Industrial.
- Damp location rated
- Title 24 Compliant.

Performance

Electrical Data (Amps)*

Lumen Package	120V	208V	240V	277V
14L	0.12	0.07	0.06	0.05
25L	0.18	0.11	0.09	0.08
32L	0.27	0.15	0.13	0.12
41L	0.35	0.20	0.18	0.15

*Electrical Data at 25C (77F)/ Actual Wattage may differ +/-10%

DELIVERED LUMENS*

		2700K CCT		3000K CCT		3500K CCT		4000K CCT		
Lumen Pkg.	Distribution	Delivered Lumens	Efficacy	Delivered Lumens	Efficacy	Delivered Lumens	Efficacy	Delivered Lumens	Efficacy	Wattage
14L	SP	1184	84.6	1184	84.6	1467	104.8	1467	104.8	14
	NF	1156	82.6	1156	82.6	1432	102.3	1432	102.3	14
	FL	1152	82.3	1152	82.3	1428	102.0	1428	102.0	14
	WF	1079	77.1	1079	77.1	1337	95.5	1337	95.5	14
25L	SP	2066	93.9	2066	93.9	2560	116.4	2560	116.4	22
	NF	2017	91.7	2017	91.7	2499	113.6	2499	113.6	22
	FL	2011	91.4	2011	91.4	2492	113.3	2492	113.3	22
	WF	1883	85.6	1883	85.6	2333	106.0	2333	106.0	22
32L	SP	2665	83.3	2665	83.3	3302	103.2	3302	103.2	32
	NF	2602	81.3	2602	81.3	3224	100.8	3224	100.8	32
	FL	2594	81.1	2594	81.1	3215	100.5	3215	100.5	32
	WF	2429	75.9	2429	75.9	3010	94.1	3010	94.1	32
41L	SP	3409	81.2	3409	81.2	4224	100.6	4224	100.6	42
	NF	3328	79.2	3328	79.2	4123	98.2	4123	98.2	42
	FL	3318	79.0	3318	79.0	4112	97.9	4112	97.9	42
	WF	3107	74.0	3107	74.0	3849	91.6	3849	91.6	42

*LED Chips are frequently updated therefore values may change.
Data is based on Haze Reflector.

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LAD6
6" LED Architectural Downlight

Luminaire Ordering Guide

TYPICAL ORDER EXAMPLE: **LAD6 LED 25L UNV DIM1 35 NF TR6R HAZ**

Family/ Size	LED Gen	Lumen Package	Voltage	Driver	Color Temperature	CRI	Beam Optics[6]
LAD6 - 6" New Construction[4]	**LED**	14L - 1400 25L - 2500 32L - 3200 41L - 4100	**UNV** - 120-277V	**DIM1** - Dims to 1% (0-10V dimming)	**30** - 3000K **35** - 3500K **40** - 4000K	**Blank** - 80 CRI	**SP** - Spot **NF** - Narrow Flood **FL**- Flood **WF** - Wide Flood

	Reflector	Finish	
Self-Fange	**TR6R** - Open Reflector	**SF HAZ** - Haze semi- diffused	
		SF SPC - Specular clear	
	TR6RWW - Wall Wash[2]	**SF HAZ** - Haze semi-diffused	
Flangeless (ship standard w/ white plastic trim ring)	**TR6R** - Open Reflector	**HAZ** - Haze semi-diffused, white trim ring	
		SPC - Specular clear, white trim ring	
	TR6RFL- Frosted Floating Lens[3]	**HAZ** - Haze semi-diffused Reflector w/ Frosted Floating Lens, w/ integrated white metal trim ring (optional trim ring not compatible)	
		SPC - Specular Clear Reflector w/ Frosted Floating Lens, w/ integrated white metal trim ring (optional ring not compatible)	
	TR6RWW - Wall Wash[2]	**HAZ** - Haze semi-diffused wall wash reflector, white trim ring	
	TR6B - Baffle	**HAZ** - Haze semi-diffused reflector	**WH** - White baffle and white trim ring
			BL - Black Baffle and white trim ring
	TR6BL - Baffle w/ Regressed Lens[1]	**HAZ** - Hazed semi-diffused	**WH** - White baffle and white trim ring
		SPC - Specular clear	**BL** - Black baffle and white trim ring
	TR6RL - Regressed Lens[1]	**HAZ** - Haze semi-diffused reflector w/ specular clear regressed lens and white trim ring	
		SPC - Specular clear reflector w/ specular clear regressed lens and white trim ring	

Accessory Ordering Information (Accessories are field installed)

Description	Order Number
WH - White metal trim ring (only compatible w/flangeless trims)	616106
EM - Emergency Battery	658633
C27 - 27" channel bars (pair)	205599
C52 - 52" channel bars (pair)	287522
NB - Nailer bar kt (set of 4)	345989
SCIK - Suspended ceiling installation kit (set of 4 channel bars & 4 T-grid clips)	234808

NOTES:
1. Regressed lens trims are wet location listed. All other trims are rated for damp location.
2. TR6RWW wall wash reflector comes with 40° integrated optic; additional beam optics not compatible
3. TR6RFL frosted floating lens comes with integrated white metal trim; accessory white metal trim ring not required)
4. Housing can ship ahead of the light engine and reflector
5. 90 CRI requires 55 day leadtime & 100 MOQ; Consult Factory
6. Refer to IES Files for Beam Spread.

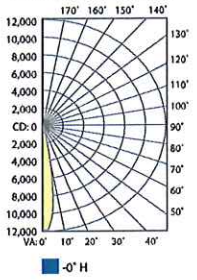
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Photometry

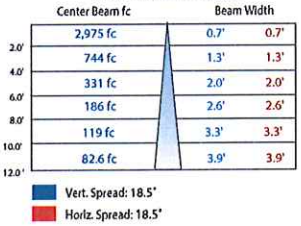
LAD6-LED-25L-35-SP-TR6R-SF-HAZ

Lumens: 2,560
Watts: 22.2
Efficacy: 115

Candela Power Distribution



Cone of Light
Illuminance at a Distance



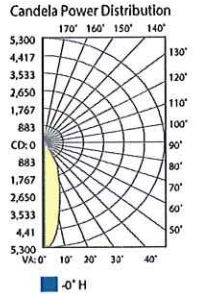
Zonal Lumen Summary		
ZONE	LUMENS	% Fixture
0-10	797	31.2%
10-20	766	29.9%
20-30	611	23.9%
30-40	315	12.3%
40-50	51	2.0%
50-60	14	0.5%
60-70	3	0.1%
70-80	1	0.0%
80-90	1	0.0%
90-100	0	0.0%
0-180	2,560	100.0%

Candela Table	
Degree Vertical	Candela
0	11,901
5	10,123
10	5,266
15	2,578
20	1,645
25	1,309
30	1,091
35	426
40	128
45	60
50	32
55	14
60	6
65	3
70	1
75	1
80	0
85	1
90	0

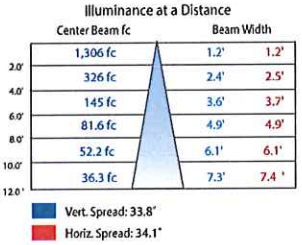
LAD6-LED-25L-35-NF-TR6R-SF-HAZ

Lumens: 2,499
Watts: 22.2
Efficacy: 113

Candela Power Distribution



Cone of Light
Illuminance at a Distance



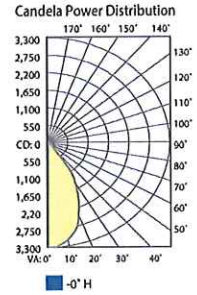
Zonal Lumen Summary		
ZONE	LUMENS	% Fixture
0-10	445	17.8%
10-20	831	33.2%
20-30	755	30.2%
30-40	375	15.0%
40-50	71	2.9%
50-60	17	0.7%
60-70	4	0.1%
70-80	1	0.1%
80-90	1	0.0%
90-100	0	0.0%
0-180	2,499	100.0%

Candela Table	
Degree Vertical	Candela
0	5,233
5	4,982
10	4,023
15	2,984
20	2,165
25	1,607
30	1,246
35	493
40	180
45	82
50	40
55	16
60	7
65	3
70	2
75	1
80	1
85	0
90	0

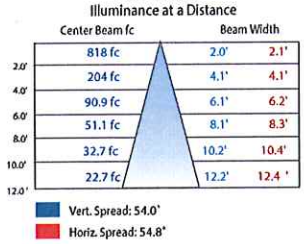
LAD6-LED-25L-35-FL-TR6R-SF-HAZ

Lumens: 2,492
Watts: 22.2
Efficacy: 112

Candela Power Distribution



Cone of Light
Illuminance at a Distance



Zonal Lumen Summary		
ZONE	LUMENS	% Fixture
0-10	304	12.2%
10-20	773	31.0%
20-30	8475	34.0%
30-40	443	17.8%
40-50	99	4.0%
50-60	19	0.8%
60-70	4	0.2%
70-80	2	0.1%
80-90	1	0.0%
90-100	0	0.0%
0-180	2,492	100.0%

Candela Table	
Degree Vertical	Candela
0	3,271
5	3,236
10	3,071
15	2,780
20	2,315
25	1,812
30	1,415
35	624
40	257
45	120
50	52
55	18
60	7
65	4
70	2
75	1
80	1
85	0
90	0

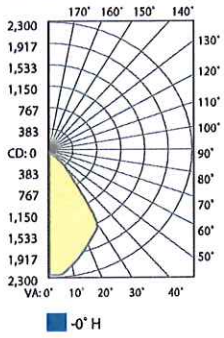
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Photometry (cont.)

LAD6-LED-25L-35-WF-TR6R-SF-HAZ

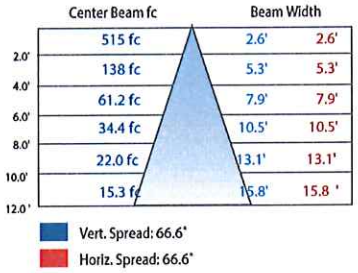
Lumens: 2,333
Watts: 22.2
Efficacy: 105

Candela Power Distribution



Cone of Light

Illuminance at a Distance



Zonal Lumen Summary		
ZONE	LUMENS	% Fixture
0-10	203	8.7%
10-20	532	22.8%
20-30	754	32.3%
30-40	558	23.9%
40-50	218	9.4%
50-60	53	2.3%
60-70	10	0.4%
70-80	4	0.2%
80-90	1	0.0%
90-100	0	0.0%
0-180	2,333	100.0%

Candela Table	
Degree Vertical	Candela
0	2,204
5	2,176
10	2,044
15	1,885
20	1,752
25	1,642
30	1,502
35	820
40	473
45	277
50	135
55	48
60	18
65	9
70	5
75	3
80	2
85	1
90	0

6" Recessed Downlight Reflectors



TR6R - Open Reflector
Self-Flange or Flangeless
HAZ - Haze semi-diffused
SPC - Specular clear



TR6RFL - Frosted floating lens
Flangeless
HAZ - Haze semi-diffused
SPC - Specular clear
Integrated white metal trim ring



TR6BL - Baffle w/ regressed lens
Flangeless
HAZ - Haze semi-diffused
SPC - Specular clear
Choice of white or black baffle
Wet Location listed



TR6RWW - Wall wash w/ Kick reflector
Self-Flange or Flangeless
HAZ - Haze semi-diffused



TR6B - Baffle
Flangeless
HAZ - Haze semi-diffused reflector
Choice of white or black baffle



TR6RL - Regressed lens w/specular clear reflector
Flangeless
HAZ - Haze semi-diffused
SPC - Specular clear
Wet Location Listed

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Catalog #: 2 HEADS: MRM-LED-36L-SIL-5W-UNV-DIM-50-70-BRZ Project: Libertyville Hyundai

Prepared By: _____ Date: _____ Type: SA

Mirada Medium (MRM)

Outdoor LED Area Light

IP66 IK08



OVERVIEW	
Lumen Package	7,000 - 48,000
Wattage Range	48 - 401
Efficacy Range (LPW)	117 - 160
Weight lbs(kg)	30 (13.6)

QUICK LINKS

Ordering Guide | Performance | Photometrics | Dimensions

FEATURES & SPECIFICATIONS

Construction

- Rugged die-cast aluminum housing contains factory prewired driver and optical unit. Cast aluminum wiring access door located underneath.
- Designed to mount to square or round poles.
- Fixtures are finished with LSI's DuraGrip® polyester powder coat finishing process. The DuraGrip finish withstands extreme weather changes without cracking or peeling. Other standard LSI finishes available. Consult factory.
- Shipping weight: 37 lbs in carton.

Optical System

- State-of-the-Art one piece silicone optic sheet delivers industry leading optical control with an integrated gasket to provide IP66 rated sealed optical chamber in 1 component.
- Proprietary silicone refractor optics provide exceptional coverage and uniformity in IES Types 2, 3, 5W, FT, FTA and AM.
- Silicone optical material does not yellow or crack with age and provides a typical light transmittance of 93%.
- Zero uplight.
- Available in 5000K, 4000K, and 3000K color temperatures per ANSI C78.377. Also Available in Phosphor Converted Amber with Peak intensity at 610nm.
- Minimum CRI of 70.
- Integral louver (IL) and house-side shield (IH) options available for improved backlight control without sacrificing street side performance. See page 3 for more details.

Electrical

- High-performance programmable driver features over-voltage, under-voltage, short-circuit and over temperature protection. Custom lumen and wattage packages available.
- 0-10V dimming (10% - 100%) standard.
- Standard Universal Voltage (120-277 Vac) Input 50/60 Hz or optional High Voltage (347-480 Vac).
- L80 Calculated Life: >100k Hours (See Lumen Maintenance on Page 5)
- Total harmonic distortion: <20%
- Operating temperature: -40°C to +50°C (-40°F to +122°F). 42L and 48L lumen packages rated to +40ºC.
- Power factor: >.90
- Input power stays constant over life.
- Field replaceable 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).
- High-efficacy LEDs mounted to metal-core circuit board to maximize heat dissipation
- Components are fully encased in potting material for moisture resistance. Driver complies with FCC standards. Driver and key electronic components can easily be accessed.

Controls

- Optional integral passive infrared Bluetooth™ motion and photocell sensor (see page 9 for more details). Fixtures operate independently and can be commissioned via iOS or Android configuration app
- LSI's AirLink™ wireless control system options reduce energy and maintenance costs while optimizing light quality 24/7. (see page 9 for more details).

Installation

- Designed to mount to square or round poles.
- A single fastener secures the hinged door, underneath the housing and provides quick & easy access to the electrical compartment.
- Included terminal block accepts up to 12 ga. wire.
- Utilizes LSI's traditional 3" drill pattern B3 for easy fastening of LSI products. (See drawing on page 9)

Warranty

- LSI LED Fixtures carry a 5-year warranty.

Listings

- Listed to UL 1598 and UL 8750.
- Meets Buy American Act requirements.
- IDA compliant; with 3000K color temperature selection.
- Title 24 Compliant; see local ordinance for qualification information.
- Suitable for wet Locations.
- IP66 rated Luminaire per IEC 60598.
- 3G rated for ANSI C136.31 high vibration applications are qualified.
- DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.
- Patented Silicone Optics (US Patent NO. 10,816,165 B2)
- IK08 rated luminiare per IEC 66262 mechanical impact code

Specifications and dimensions subject to change without notice.

Type: _____

Mirada Medium Outdoor LED Area Light

ORDERING GUIDE

Back to Quick Links

TYPICAL ORDER EXAMPLE: **MRM LED 36L SIL FTA UNV DIM 50 70CRI ALSCS04 BRZ IL**

Luminaire Prefix	Light Source	Lumen Package	Light Output	Distribution	Orientation[2]	Voltage	Driver
MRM - Mirada	**LED**	**7L** - 7,000 lms **9L** - 9,000 lms **12L** - 12,000 lms **18L** - 18,000 lms **24L** - 24,000 lms **30L** - 30,000 lms **36L** - 36,000 lms **42L** - 42,000 lms **48L** - 48,000 lms **Custom Lumen Packages**[1]	**SIL** - Silicone	**2** - Type 2 **3** - Type 3 **5W** - Type 5 Wide **FT** - Forward Throw **FTA** - Forward Throw Automotive **AM** - Automotive Merchandise	(blank) - standard **L**- Optics rotated left 90° **R** - Optics rotated right 90°	**UNV** - Universal Voltage (120-277V) **HV** - High Voltage (347-480V)	**DIM** - 0-10V Dimming (0-10%)

One fixture rotated right and second rotated left

Color Temp	Color Rendering	Finish	Options
50 - 5,000 CCT **40** - 4,000 CCT **30** - 3,000 CCT **AMB** - Phosphor Converted Amber[12]	**70CRI** - 70 CRI	**BLK** - Black **BRZ** - Dark Bronze **GMG** - Gun Metal Gray **GPT** - Graphite **MSV** - Metallic Silver **PLP** - Platinum Plus **SVG** - Satin Verde Green **WHT** - White	(Blank) - None **IH** - Integral Houseside Shield[2] **IL** - Integral Louver (Sharp Spill Light Cutoff)[2]

Controls (Choose One)

(Blank) - None

Wireless Controls System
ALSC - AirLink Synapse Control System
ALSCH - AirLink Synapse Control System Host / Satelite[3]
ALSCS02 - AirLink Synapse Control System with 12-20' Motion Sensor
ALSCHS02 - AirLink Synapse Control System Host / Satelite with 12-20' Motion Sensor[3]
ALSCS04 - AirLink Synapse Control System with 20-40' Motion Sensor
ALSCHS04 - AirLink Synapse Control System Host / Satelite with 20-40' Motion Sensor[3]
ALBCS1 - AirLink Blue Wireless Motion & Photo Sensor Controller (8-24' mounting height)
ALBCS2 - AirLink Blue Wireless Motion & Photo Sensor Controller (25-40' mounting height)

Stand-Alone Controls
EXT - 0-10v Dimming leads extended to housing exterior
CR7P - 7 Pin Control Receptacle ANSI C136.41[6]
IMSBT1- Integral Bluetooth™ Motion and Photocell Sensor (8-24' MH)[5]
IMSBT2- Integral Bluetooth™ Motion and Photocell Sensor (25-40' MH)[5]

Button Type Photocells
PCI120 - 120V
PCI208-277 - 208 -277V
PCI347 - 347V

Lutron Limelight Controls
LLC – LimeLight Integral Wireless Radio Control by Lutron[4]
LLCS1 – Limelight Integral Wireless Radio Control and PIR Motion/ Daylight Sensor by Lutron 8-15' mt height[4]
LLCS2 – Limelight Integral Wireless Radio Control and PIR Motion/ Daylight Sensor by Lutron 16-30' mt height[4]
LLCS3 – Limelight Integral Wireless Radio Control and PIR Motion/ Daylight Sensor by Lutron 31-40' mt height[4]

Accessory Ordering Information[7]

Controls Accessories	
Description	**Order Numberr[10]**
PC120 Photocell for use with CR7P option (120V)[8]	122514
PC208-277 Photocell for use with CR7P option (208V, 240V, 277V)[8]	122515
Twist Lock Photocell (347V) for use with CR7P[8]	122516
Twist Lock Photocell (480V) for use with CR7P[8]	1225180
AirLink 5 Pin Twist Lock Controller[8]	661409
AirLink 7 Pin Twist Lock Controller[8]	661410
PMOS24-24V Pole-Mounted Occupancy Sensor (24V)	663284CLR
Shorting Cap for use with CR7P	149328

Fusing Options[11]	
Description	**Order Number**
Single Fusing (120V)	See Fusing Accessory Guide
Single Fusing (277V)	
Double Fusing (208V, 240V)	
Double Fusing (480V)	
Double Fusing (347V)	

Mounting Accessories[9]	
Description	**Order Number[10]**
Universal Mounting Bracket	684616CLR
Adjustable Slip Fitter (2" - 2 3/8" Tenon)	688138CLR
Horizontal Slip Fitter (2" - 2 3/8" Tenon)	652761CLR
Quick Mount Pole Bracket (Square Pole)	687073CLR
Quick Mount Pole Bracket (4-5" Round Pole)	689903CLR
15 Tilt Quick Mount Pole Bracket (Square Pole)	688003CLR
15 Tilt Quick Mount Pole Bracket (4-5" Round Pole)	689905CLR
Wall Mount Bracket	382132CLR
Wood Pole Bracket (6" Minimum Pole Diameter)	751219CLR

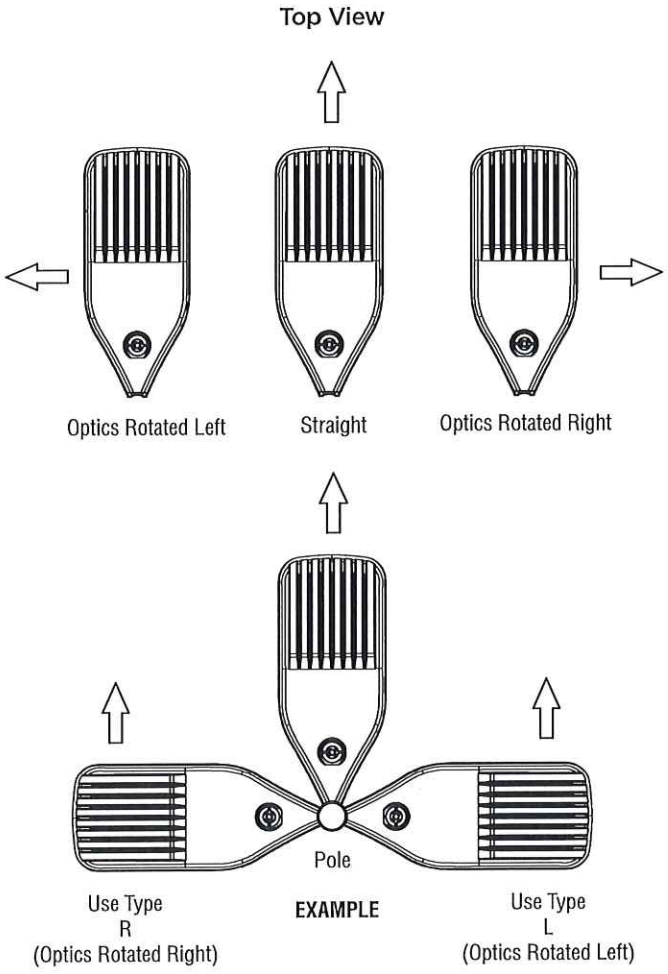
Miscellaneous Accessories	
Description	**Order Number**
Integral Louver/Shield	690981
Integral House Side Shield	743415
10' Linear Bird Spike Kit (3' Recommended per Luminaire)	751632

FOOTNOTES:
1. Custom lumen and wattage packages available, consult factory. Values are within industry standard tolerances but not DLC listed.
2. Not available with 5W distribution
3. Consult Factory for availability.
4. Not available in HV.
5. IMSBT is field configurable via the LSI app that can be downloaded from your smartphone's native app store.
6. Control device or shorting cap must be ordered separately. See Accessory Ordering Information.
7. Accessories are shipped separately and field installed.
8. Factory installed CR7P option required. See Options.
9. "CLR" denotes finish. See Finish options.
10. Only available with ALSC/ALSCH control options.
11. Fusing must be located in hand hole of pole. See Fusing Accessory Guide for compatability.
12. Only available in 9L and 12L Lumen Packages. Consult factory for lead time and availability.

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Mirada Medium Outdoor LED Area Light

OPTICS ROTATION

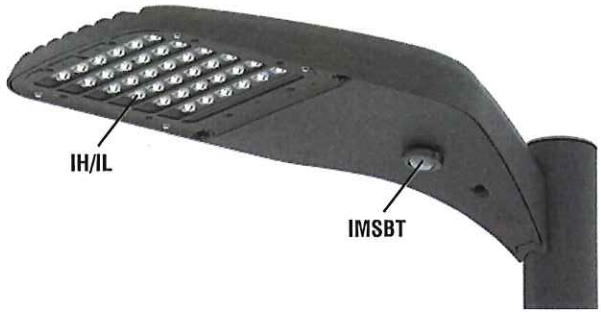


ACCESSORIES/OPTIONS

Integral Louver (IL) and House-Side Shield (IH)

Accessory louver and shield available for improved backlight control without sacrificing street side performance. LSI's Integral Louver (L) and Integral House-Side Shield (IH) options deliver backlight control that significantly reduces spill light behind the poles for applications with pole locations close to adjacent properties. The design maximizes forward reflected light while reducing glare, maintaining the optical distribution selected, and most importantly eliminating light trespass. Both options rotate with the optical distribution.

Luminaire Shown with IMSBT & IL/IH Options



7 Pin Photoelectric Control

7-pin ANSI C136.41-2013 control receptacle option available for twist lock photocontrols or wireless control modules. Control accessories sold separately. Dimming leads from the receptacle will be connected to the driver dimming leads (Consult factory for alternate wiring).

Luminaire Shown with PCR 7P



PHOTOMETRICS

Back to Quick Links

Luminaire photometry has been conducted by a NVLAP accredited testing laboratory in accordance with IESNA LM-79-08. As specified by IESNA LM-79-08 the entire luminaire is tested as the source resulting in a luminaire efficiency of 100%.

See https://www.lsicorp.com/product/mirada-medium/ for detailed photometric data.

MRM-LED-30L-SIL-2-40-70CRI

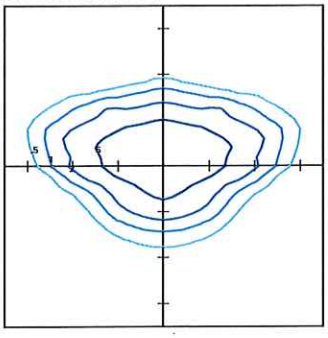
LUMINAIRE DATA

Type 2 Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	32,416
Watts	232
Efficacy	140
IES Type	Type II - Short
BUG Rating	B4-U0-G3

Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	4796	15%
Medium (30-60)°	19811	61%
High (60-80)°	7474	23%
Very High (80-90)°	335	1%
Uplight (90-180)°	0	0%
Total Flux	32416	100%

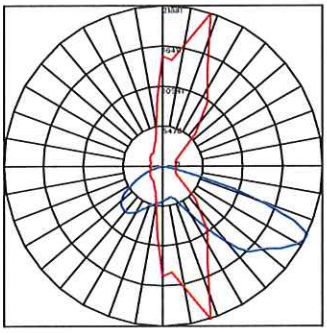
ISO FOOTCANDLE



25' Mounting Height/ 25' Grid Spacing

5 FC 2 FC 1 FC 0.5 FC

POLAR CURVE



MRM-LED-30L-SIL-3-40-70CRI

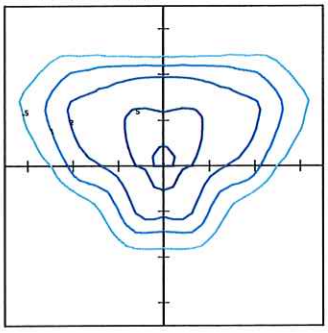
LUMINAIRE DATA

Type 3 Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	32,656
Watts	232
Efficacy	141
IES Type	Type III - Short
BUG Rating	B3-U0-G4

Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	3385	10%
Medium (30-60)°	16250	50%
High (60-80)°	12430	38%
Very High (80-90)°	591	2%
Uplight (90-180)°	0	0%
Total Flux	32656	100%

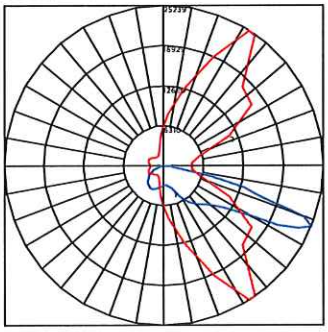
ISO FOOTCANDLE



25' Mounting Height/ 25' Grid Spacing

5 FC 2 FC 1 FC 0.5 FC

POLAR CURVE



MRM-LED-30L-SIL-FT-40-70CRI

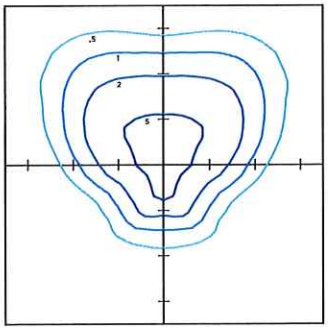
LUMINAIRE DATA

Type FT Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	32,424
Watts	232
Efficacy	140
IES Type	Type IV - Short
BUG Rating	B3-U0-G4

Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	3952	12%
Medium (30-60)°	15505	48%
High (60-80)°	12279	38%
Very High (80-90)°	688	2%
Uplight (90-180)°	0	0%
Total Flux	32424	100%

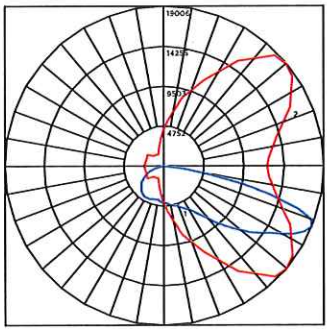
ISO FOOTCANDLE



20' Mounting Height/15' Grid Spacing

20 FC 10 FC 5 FC 2 FC

POLAR CURVE



Mirada Medium Outdoor LED Area Light

PHOTOMETRICS (CONT)

MRM-LED-30L-SIL-5W-40-70CRI

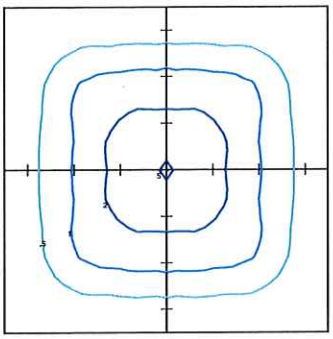
LUMINAIRE DATA

Type 5W Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	31,267
Watts	232
Efficacy	135
IES Type	Type VS - Short
BUG Rating	B5-U0-G3

Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	3138	10%
Medium (30-60)°	13193	42%
High (60-80)°	14641	47%
Very High (80-90)°	296	1%
Uplight (90-180)°	0	0%
Total Flux	31267	100%

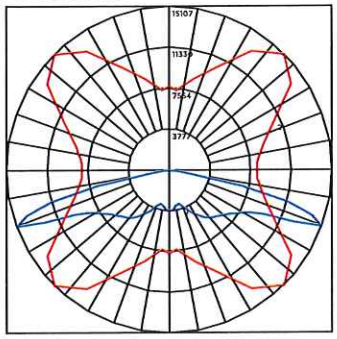
ISO FOOTCANDLE



25' Mounting Height/ 25' Grid Spacing

5 FC 2 FC 1 FC 0.5 FC

POLAR CURVE



MRM-LED-30L-SIL-FTA-40-70CRI

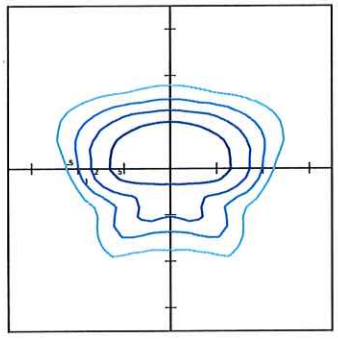
LUMINAIRE DATA

Type FTA Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	32,566
Watts	232
Efficacy	140
IES Type	Type VS - Short
BUG Rating	B4-U0-G3

Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	6986	21%
Medium (30-60)°	19172	59%
High (60-80)°	5875	18%
Very High (80-90)°	534	2%
Uplight (90-180)°	0	0%
Total Flux	32566	100%

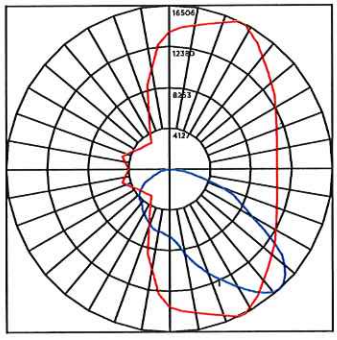
ISO FOOTCANDLE



25' Mounting Height/ 25' Grid Spacing

5 FC 2 FC 1 FC 0.5 FC

POLAR CURVE



MRM-LED-30L-SIL-AM-40-70CRI

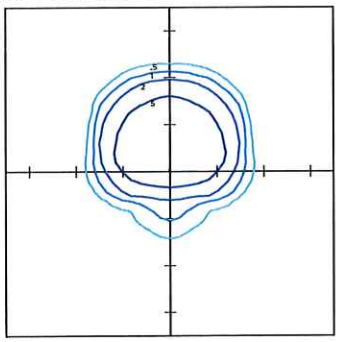
LUMINAIRE DATA

Type AM Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	32,960
Watts	232
Efficacy	142
IES Type	Type III - Very Short
BUG Rating	B3-U0-G3

Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	6363	9%
Medium (30-60)°	22026	43%
High (60-80)°	4192	48%
Very High (80-90)°	379	1%
Uplight (90-180)°	0	0%
Total Flux	32960	100%

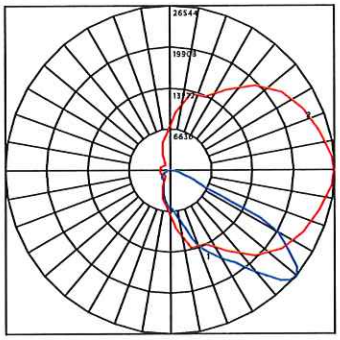
ISO FOOTCANDLE



25' Mounting Height/ 25' Grid Spacing

5 FC 2 FC 1 FC 0.5 FC

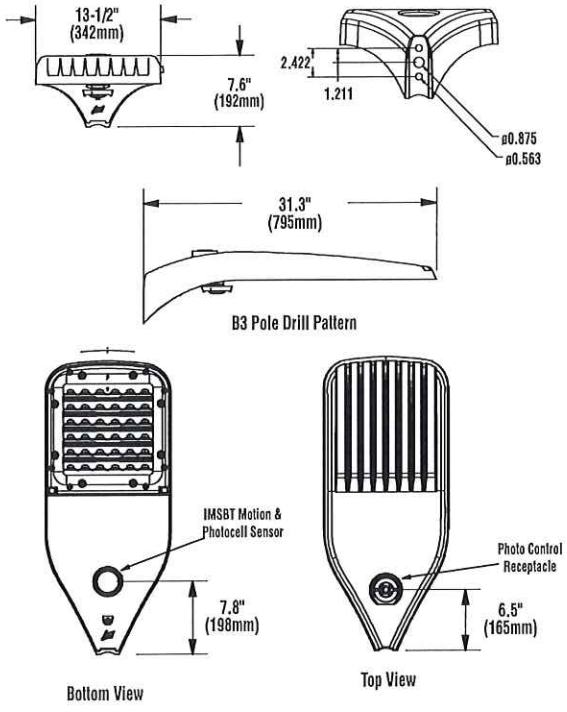
POLAR CURVE



Mirada Medium Outdoor LED Area Light

Back to Quick Links

PRODUCT DIMENSIONS



LUMINAIRE EPA CHART - MRM

Tilt Degree		0°	30°	45°	Tilt Degree		0°	30°	45°
	Single	0.5	1.5	1.9		T90°	1.0	2.5	2.8
	D180°	1.0	1.5	1.9		TN120°	1.0	3.3	3.9
	D90°	0.8	1.9	2.3		Q90°	1.0	2.5	2.8

CONTROLS

AirLink Wireless Lighting Controller

The AirLink integrated controller is a California Title 24 compliant lighting controller that provides real-time light monitoring and control with utility-grade power monitoring. It includes a 24V sensor input and power supply to connect a sensor into the outdoor AirLink wireless lighting system. The wireless integrated controller is compatible with this fixture.

Click the link below to learn more details about AirLink.

https://www.lsicorp.com/wp-content/uploads/documents/products/airlink-outdoor-specsheet.pdf

Integral Bluetooth™ Motion and Photocell Sensor (IMSBT)

Slim low profile sensor provides multi-level control based on motion and/or daylight. Sensor controls 0-10 VDC LED drivers and is rated for cold and wet locations (-30° C to 70° C). Two unique PIR lenses are available and used based on fixture mounting height. All control parameters are adjustable via an iOS or Android App capable of storing and transmitting sensor profiles.

Click the link below to learn more details about IMSBT.

https://www.lsicorp.com/wp-content/uploads/documents/products/imsbt-specsheet.pdf

AirLink Blue

Wireless Bluetooth Mesh Outdoor Lighting Control System that provides energy savings, code compliance and enhanced safety/security for parking lots and parking garages. Three key components; Bluetooth wireless radio/sensor controller, Time Keeper and an iOS App. Capable of grouping multiple fixtures and sensors as well as scheduling time-based events by zone. Radio/Sensor Controller is factory integrated into Area/Site, Wall Mounted, Parking Garage and Canopy luminaires.

Click the link below to learn more details about AirLink Blue.

https://www.lsicorp.com/product/airlink-blue/

Type: _____

Mirada Medium Outdoor LED Area Light

POLES & BRACKETS

LSI offers a full line of poles and mounting accessories to complete your lighting assembly. Aluminum and steel in both square and round shafts. In addition, LSI offers round tapered, fluted and hinge based poles. Designed and engineered for durability and protected with our oven baked DuraGrip Protection System. Also available with our DuraGrip+ Protection system for unmatched corrosion resistance and an extended warranty. American made in our Ohio facility with industry leading lead times.

Click the link below to learn more details about poles & brackets.

https://www.lsicorp.com/products/poles-brackets/



BKA UMB CLR

The 3G rated UMB allows for seamless integration of LSI luminaires onto existing/ retrofit or new construction poles. The UMB was designed for square or round (tapered or straight) poles with two mounting hole spacings between 3.5" – 5".



BKA ASF CLR

The adjustable Slip Fitter is a 3G rated rugged die cast aluminum adapter to mount LSI luminaires onto a onto a 2" iron pipe , 2 3/8 OD tenon. The Adjustable Slip Fitter can be rotated 180° allowing for tilting LSI luminaires up to 45° and 90° when using a vertical tenon.



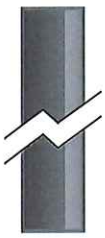
BKS PQM15 CLR

The Pole Quick Mount Bracket allows for preset 15° uptilt of LSI luminaires for greater throw of light and increased vertical illumination as well as fast installation onto poles with LSI's 3" or 5" bolt pattern.



BKS PQMH CLR

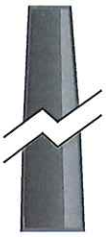
The Pole Quick Mount Bracket allows for lightning fast installation of LSI luminaires onto existing and new construction poles with LSI's B3 or B5 standard pole bolt patterns.



Square Pole
14'-39'



Round Pole
10'-30'



Tapered Pole
20'-39'

Catalog #: 2 HEADS: MRM-LED-36L-SIL-5W-UNV-DIM-50-70-BRZ Project: Libertyville Hyundai

Prepared By: _____ Date: _____ Type: SA

Mirada Medium (MRM)

Outdoor LED Area Light

IP66 IK08



OVERVIEW	
Lumen Package	7,000 - 48,000
Wattage Range	48 - 401
Efficacy Range (LPW)	117 - 160
Weight lbs(kg)	30 (13.6)

QUICK LINKS

Ordering Guide | Performance | Photometrics | Dimensions

FEATURES & SPECIFICATIONS

Construction

- Rugged die-cast aluminum housing contains factory prewired driver and optical unit. Cast aluminum wiring access door located underneath.
- Designed to mount to square or round poles.
- Fixtures are finished with LSI's DuraGrip® polyester powder coat finishing process. The DuraGrip finish withstands extreme weather changes without cracking or peeling. Other standard LSI finishes available. Consult factory.
- Shipping weight: 37 lbs in carton.

Optical System

- State-of-the-Art one piece silicone optic sheet delivers industry leading optical control with an integrated gasket to provide IP66 rated sealed optical chamber in 1 component.
- Proprietary silicone refractor optics provide exceptional coverage and uniformity in IES Types 2, 3, 5W, FT, FTA and AM.
- Silicone optical material does not yellow or crack with age and provides a typical light transmittance of 93%.
- Zero uplight.
- Available in 5000K, 4000K, and 3000K color temperatures per ANSI C78.377. Also Available in Phosphor Converted Amber with Peak intensity at 610nm.
- Minimum CRI of 70.
- Integral louver (IL) and house-side shield (IH) options available for improved backlight control without sacrificing street side performance. See page 3 for more details.

Electrical

- High-performance programmable driver features over-voltage, under-voltage, short-circuit and over temperature protection. Custom lumen and wattage packages available.
- 0-10V dimming (10% - 100%) standard.
- Standard Universal Voltage (120-277 Vac) Input 50/60 Hz or optional High Voltage (347-480 Vac).
- L80 Calculated Life: >100k Hours (See Lumen Maintenance on Page 5)
- Total harmonic distortion: <20%
- Operating temperature: -40°C to +50°C (-40°F to +122°F). 42L and 48L lumen packages rated to +40ºC.
- Power factor: >.90
- Input power stays constant over life.
- Field replaceable 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).
- High-efficacy LEDs mounted to metal-core circuit board to maximize heat dissipation
- Components are fully encased in potting material for moisture resistance. Driver complies with FCC standards. Driver and key electronic components can easily be accessed.

Controls

- Optional integral passive infrared Bluetooth™ motion and photocell sensor (see page 9 for more details). Fixtures operate independently and can be commissioned via iOS or Android configuration app
- LSI's AirLink™ wireless control system options reduce energy and maintenance costs while optimizing light quality 24/7. (see page 9 for more details).

Installation

- Designed to mount to square or round poles.
- A single fastener secures the hinged door, underneath the housing and provides quick & easy access to the electrical compartment.
- Included terminal block accepts up to 12 ga. wire.
- Utilizes LSI's traditional 3" drill pattern B3 for easy fastening of LSI products. (See drawing on page 9)

Warranty

- LSI LED Fixtures carry a 5-year warranty.

Listings

- Listed to UL 1598 and UL 8750.
- Meets Buy American Act requirements.
- IDA compliant; with 3000K color temperature selection.
- Title 24 Compliant; see local ordinance for qualification information.
- Suitable for wet Locations.
- IP66 rated Luminaire per IEC 60598.
- 3G rated for ANSI C136.31 high vibration applications are qualified.
- DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.
- Patented Silicone Optics (US Patent NO. 10,816,165 B2)
- IK08 rated luminiare per IEC 66262 mechanical impact code

Specifications and dimensions subject to change without notice.

Type: _____

Mirada Medium Outdoor LED Area Light

ORDERING GUIDE

Back to Quick Links

TYPICAL ORDER EXAMPLE: **MRM LED 36L SIL FTA UNV DIM 50 70CRI ALSCS04 BRZ IL**

Luminaire Prefix	Light Source	Lumen Package	Light Output	Distribution	Orientation[2]	Voltage	Driver
MRM - Mirada	**LED**	**7L** - 7,000 lms **9L** - 9,000 lms **12L** - 12,000 lms **18L** - 18,000 lms **24L** - 24,000 lms **30L** - 30,000 lms **36L** - 36,000 lms **42L** - 42,000 lms **48L** - 48,000 lms **Custom Lumen Packages**[1]	**SIL** - Silicone	**2** - Type 2 **3** - Type 3 **5W** - Type 5 Wide **FT** - Forward Throw **FTA** - Forward Throw Automotive **AM** - Automotive Merchandise	**(blank)** - standard **L**- Optics rotated left 90° **R** - Optics rotated right 90°	**UNV** - Universal Voltage (120-277V) **HV** - High Voltage (347-480V)	**DIM** - 0-10V Dimming (0-10%)

Color Temp	Color Rendering	Finish	Options
50 - 5,000 CCT **40** - 4,000 CCT **30** - 3,000 CCT **AMB** - Phosphor Converted Amber[12]	**70CRI** - 70 CRI	**BLK** - Black **BRZ** - Dark Bronze **GMG** - Gun Metal Gray **GPT** - Graphite **MSV** - Metallic Silver **PLP** - Platinum Plus **SVG** - Satin Verde Green **WHT** - White	**(Blank)** - None **IH** - Integral Houseside Shield[2] **IL** - Integral Louver (Sharp Spill Light Cutoff)[2]

Controls (Choose One)

(Blank) - None

Wireless Controls System
ALSC - AirLink Synapse Control System
ALSCH - AirLink Synapse Control System Host / Satelite[3]
ALSCS02 - AirLink Synapse Control System with 12-20' Motion Sensor
ALSCHS02 - AirLink Synapse Control System Host / Satelite with 12-20' Motion Sensor[3]
ALSCS04 - AirLink Synapse Control System with 20-40' Motion Sensor
ALSCHS04 - AirLink Synapse Control System Host / Satelite with 20-40' Motion Sensor[3]
ALBCS1 - AirLink Blue Wireless Motion & Photo Sensor Controller (8-24' mounting height)
ALBCS2 - AirLink Blue Wireless Motion & Photo Sensor Controller (25-40' mounting height)

Stand-Alone Controls
EXT - 0-10v Dimming leads extended to housing exterior
CR7P - 7 Pin Control Receptacle ANSI C136.41[6]
IMSBT1- Integral Bluetooth™ Motion and Photocell Sensor (8-24' MH)[5]
IMSBT2- Integral Bluetooth™ Motion and Photocell Sensor (25-40' MH)[5]

Button Type Photocells
PCI120 - 120V
PCI208-277 - 208 -277V
PCI347 - 347V

Lutron Limelight Controls
LLC – LimeLight Integral Wireless Radio Control by Lutron[4]
LLCS1 – Limelight Integral Wireless Radio Control and PIR Motion/ Daylight Sensor by Lutron 8-15' mt height[4]
LLCS2 – Limelight Integral Wireless Radio Control and PIR Motion/ Daylight Sensor by Lutron 16-30' mt height[4]
LLCS3 – Limelight Integral Wireless Radio Control and PIR Motion/ Daylight Sensor by Lutron 31-40' mt height[4]

Accessory Ordering Information[7]

Controls Accessories	
Description	**Order Numberr[10]**
PC120 Photocell for use with CR7P option (120V)[8]	122514
PC208-277 Photocell for use with CR7P option (208V, 240V, 277V)[8]	122515
Twist Lock Photocell (347V) for use with CR7P [8]	122516
Twist Lock Photocell (480V) for use with CR7P [8]	1225180
AirLink 5 Pin Twist Lock Controller [8]	661409
AirLink 7 Pin Twist Lock Controller [8]	661410
PMOS24-24V Pole-Mounted Occupancy Sensor (24V)	663284CLR
Shorting Cap for use with CR7P	149328

Fusing Options[11]	
Description	**Order Number**
Single Fusing (120V)	See Fusing Accessory Guide
Single Fusing (277V)	
Double Fusing (208V, 240V)	
Double Fusing (480V)	
Double Fusing (347V)	

Mounting Accessories[9]	
Description	**Order Number[10]**
Universal Mounting Bracket	684616CLR
Adjustable Slip Fitter (2" - 2 3/8" Tenon)	688138CLR
Horizontal Slip Fitter (2" - 2 3/8" Tenon)	652761CLR
Quick Mount Pole Bracket (Square Pole)	687073CLR
Quick Mount Pole Bracket (4-5" Round Pole)	689903CLR
15 Tilt Quick Mount Pole Bracket (Square Pole)	688003CLR
15 Tilt Quick Mount Pole Bracket (4-5" Round Pole)	689905CLR
Wall Mount Bracket	382132CLR
Wood Pole Bracket (6" Minimum Pole Diameter)	751219CLR

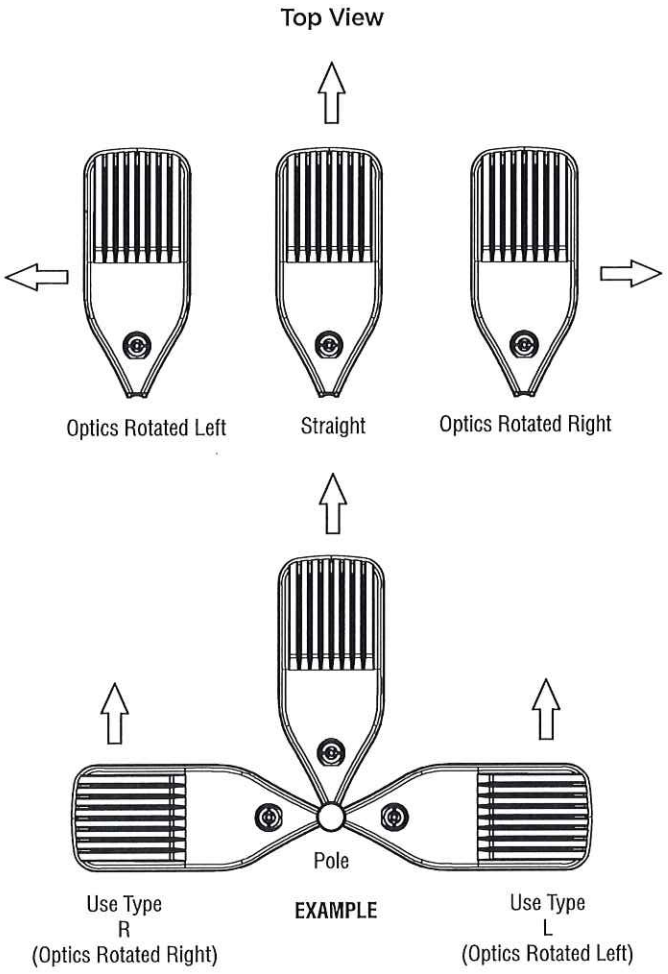
Miscellaneous Accessories	
Description	**Order Number**
Integral Louver/Shield	690981
Integral House Side Shield	743415
10' Linear Bird Spike Kit (3' Recommended per Luminaire)	751632

FOOTNOTES:
1. Custom lumen and wattage packages available, consult factory. Values are within industry standard tolerances but not DLC listed.
2. Not available with 5W distribution
3. Consult Factory for availability.
4. Not available in HV.
5. IMSBT is field configurable via the LSI app that can be downloaded from your smartphone's native app store.
6. Control device or shorting cap must be ordered separately. See Accessory Ordering Information.
7. Accessories are shipped separately and field installed.
8. Factory installed CR7P option required. See Options.
9. "CLR" denotes finish. See Finish options.
10. Only available with ALSC/ALSCH control options.
11. Fusing must be located in hand hole of pole. See Fusing Accessory Guide for compatability.
12. Only available in 9L and 12L Lumen Packages. Consult factory for lead time and availability.

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Mirada Medium Outdoor LED Area Light

OPTICS ROTATION



ACCESSORIES/OPTIONS

Integral Louver (IL) and House-Side Shield (IH)

Accessory louver and shield available for improved backlight control without sacrificing street side performance. LSI's Integral Louver (L) and Integral House-Side Shield (IH) options deliver backlight control that significantly reduces spill light behind the poles for applications with pole locations close to adjacent properties. The design maximizes forward reflected light while reducing glare, maintaining the optical distribution selected, and most importantly eliminating light trespass. Both options rotate with the optical distribution.

Luminaire Shown with IMSBT & IL/IH Options



7 Pin Photoelectric Control

7-pin ANSI C136.41-2013 control receptacle option available for twist lock photocontrols or wireless control modules. Control accessories sold separately. Dimming leads from the receptacle will be connected to the driver dimming leads (Consult factory for alternate wiring).

Luminaire Shown with PCR 7P



Mirada Medium Outdoor LED Area Light

PHOTOMETRICS

Back to Quick Links

Luminaire photometry has been conducted by a NVLAP accredited testing laboratory in accordance with IESNA LM-79-08. As specified by IESNA LM-79-08 the entire luminaire is tested as the source resulting in a luminaire efficiency of 100%.

See https://www.lsicorp.com/product/mirada-medium/ for detailed photometric data.

MRM-LED-30L-SIL-2-40-70CRI

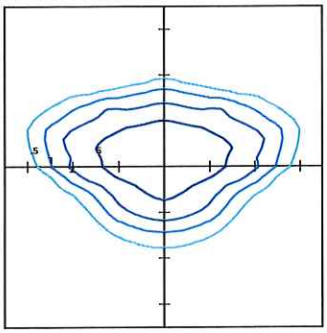
LUMINAIRE DATA

Type 2 Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	32,416
Watts	232
Efficacy	140
IES Type	Type II - Short
BUG Rating	B4-U0-G3

Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	4796	15%
Medium (30-60)°	19811	61%
High (60-80)°	7474	23%
Very High (80-90)°	335	1%
Uplight (90-180)°	0	0%
Total Flux	32416	100%

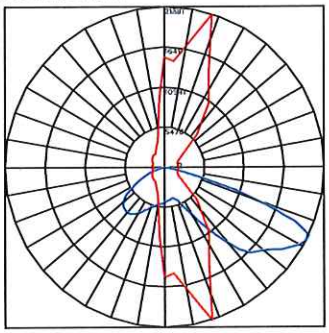
ISO FOOTCANDLE



25' Mounting Height/ 25' Grid Spacing

5 FC 2 FC 1 FC 0.5 FC

POLAR CURVE



MRM-LED-30L-SIL-3-40-70CRI

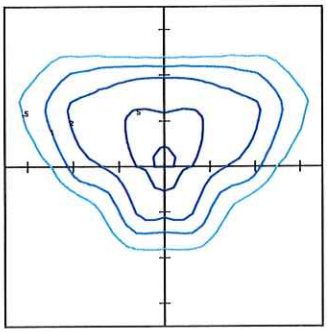
LUMINAIRE DATA

Type 3 Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	32,656
Watts	232
Efficacy	141
IES Type	Type III - Short
BUG Rating	B3-U0-G4

Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	3385	10%
Medium (30-60)°	16250	50%
High (60-80)°	12430	38%
Very High (80-90)°	591	2%
Uplight (90-180)°	0	0%
Total Flux	32656	100%

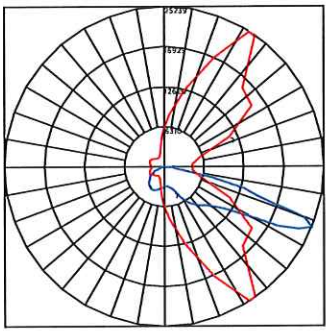
ISO FOOTCANDLE



25' Mounting Height/ 25' Grid Spacing

5 FC 2 FC 1 FC 0.5 FC

POLAR CURVE



MRM-LED-30L-SIL-FT-40-70CRI

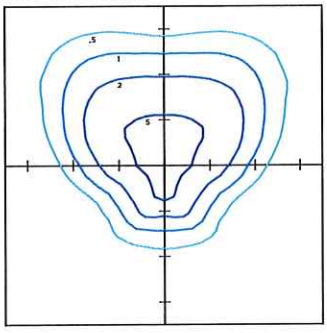
LUMINAIRE DATA

Type FT Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	32,424
Watts	232
Efficacy	140
IES Type	Type IV - Short
BUG Rating	B3-U0-G4

Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	3952	12%
Medium (30-60)°	15505	48%
High (60-80)°	12279	38%
Very High (80-90)°	688	2%
Uplight (90-180)°	0	0%
Total Flux	32424	100%

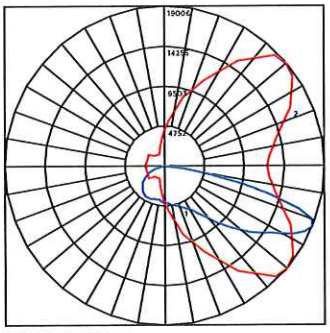
ISO FOOTCANDLE



20' Mounting Height/15' Grid Spacing

20 FC 10 FC 5 FC 2 FC

POLAR CURVE



Mirada Medium Outdoor LED Area Light

PHOTOMETRICS (CONT)

MRM-LED-30L-SIL-5W-40-70CRI

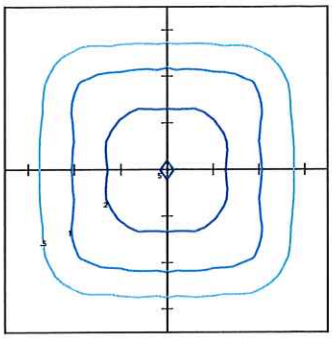
LUMINAIRE DATA

Type 5W Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	31,267
Watts	232
Efficacy	135
IES Type	Type VS - Short
BUG Rating	B5-U0-G3

Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	3138	10%
Medium (30-60)°	13193	42%
High (60-80)°	14641	47%
Very High (80-90)°	296	1%
Uplight (90-180)°	0	0%
Total Flux	31267	100%

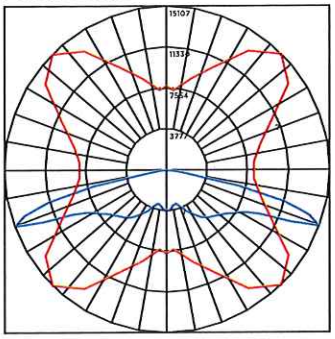
ISO FOOTCANDLE



25' Mounting Height/ 25' Grid Spacing

5 FC 2 FC 1 FC 0.5 FC

POLAR CURVE



MRM-LED-30L-SIL-FTA-40-70CRI

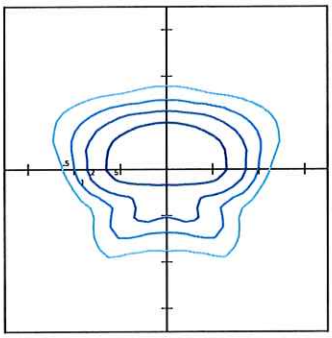
LUMINAIRE DATA

Type FTA Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	32,566
Watts	232
Efficacy	140
IES Type	Type VS - Short
BUG Rating	B4-U0-G3

Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	6986	21%
Medium (30-60)°	19172	59%
High (60-80)°	5875	18%
Very High (80-90)°	534	2%
Uplight (90-180)°	0	0%
Total Flux	32566	100%

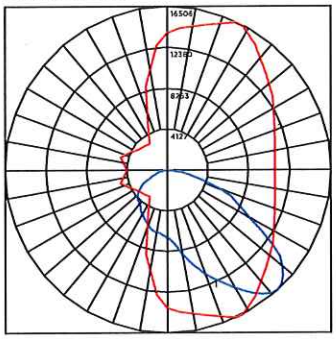
ISO FOOTCANDLE



25' Mounting Height/ 25' Grid Spacing

5 FC 2 FC 1 FC 0.5 FC

POLAR CURVE



MRM-LED-30L-SIL-AM-40-70CRI

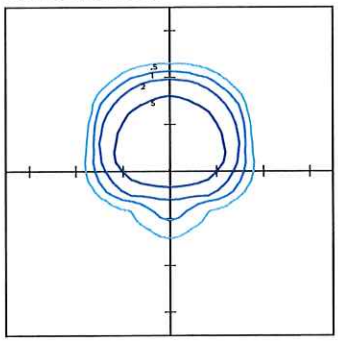
LUMINAIRE DATA

Type AM Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	32,960
Watts	232
Efficacy	142
IES Type	Type III - Very Short
BUG Rating	B3-U0-G3

Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	6363	9%
Medium (30-60)°	22026	43%
High (60-80)°	4192	48%
Very High (80-90)°	379	1%
Uplight (90-180)°	0	0%
Total Flux	32960	100%

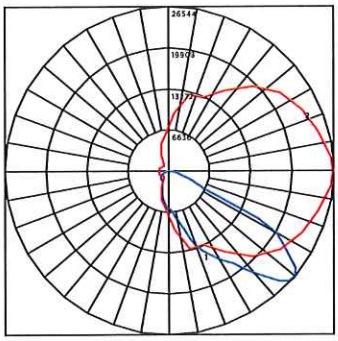
ISO FOOTCANDLE



25' Mounting Height/ 25' Grid Spacing

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POLAR CURVE

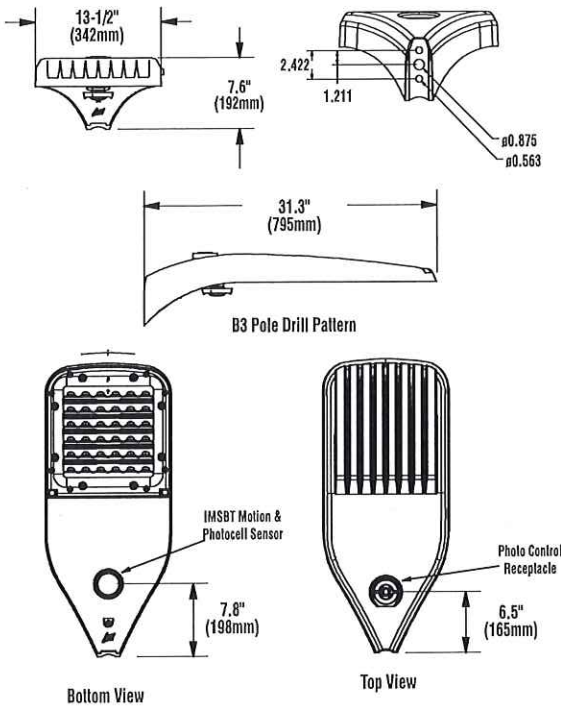


Type: _____

Mirada Medium Outdoor LED Area Light

Back to Quick Links

PRODUCT DIMENSIONS



LUMINAIRE EPA CHART - MRM

Tilt Degree		0°	30°	45°	Tilt Degree		0°	30°	45°
	Single	0.5	1.5	1.9		T90°	1.0	2.5	2.8
	D180°	1.0	1.5	1.9		TN120°	1.0	3.3	3.9
	D90°	0.8	1.9	2.3		Q90°	1.0	2.5	2.8

CONTROLS

AirLink Wireless Lighting Controller

The AirLink integrated controller is a California Title 24 compliant lighting controller that provides real-time light monitoring and control with utility-grade power monitoring. It includes a 24V sensor input and power supply to connect a sensor into the outdoor AirLink wireless lighting system. The wireless integrated controller is compatible with this fixture.

Click the link below to learn more details about AirLink.

https://www.lsicorp.com/wp-content/uploads/documents/products/airlink-outdoor-specsheet.pdf

Integral Bluetooth™ Motion and Photocell Sensor (IMSBT)

Slim low profile sensor provides multi-level control based on motion and/or daylight. Sensor controls 0-10 VDC LED drivers and is rated for cold and wet locations (-30° C to 70° C). Two unique PIR lenses are available and used based on fixture mounting height. All control parameters are adjustable via an iOS or Android App capable of storing and transmitting sensor profiles.

Click the link below to learn more details about IMSBT.

https://www.lsicorp.com/wp-content/uploads/documents/products/imsbt-specsheet.pdf

AirLink Blue

Wireless Bluetooth Mesh Outdoor Lighting Control System that provides energy savings, code compliance and enhanced safety/security for parking lots and parking garages. Three key components; Bluetooth wireless radio/sensor controller, Time Keeper and an iOS App. Capable of grouping multiple fixtures and sensors as well as scheduling time-based events by zone. Radio/Sensor Controller is factory integrated into Area/Site, Wall Mounted, Parking Garage and Canopy luminaires.

Click the link below to learn more details about AirLink Blue.

https://www.lsicorp.com/product/airlink-blue/

Type: _____

Mirada Medium Outdoor LED Area Light

POLES & BRACKETS

LSI offers a full line of poles and mounting accessories to complete your lighting assembly. Aluminum and steel in both square and round shafts. In addition, LSI offers round tapered, fluted and hinge based poles. Designed and engineered for durability and protected with our oven baked DuraGrip Protection System. Also available with our DuraGrip+ Protection system for unmatched corrosion resistance and an extended warranty. American made in our Ohio facility with industry leading lead times.

Click the link below to learn more details about poles & brackets.

https://www.lsicorp.com/products/poles-brackets/



BKA UMB CLR

The 3G rated UMB allows for seamless integration of LSI luminaires onto existing/ retrofit or new construction poles. The UMB was designed for square or round (tapered or straight) poles with two mounting hole spacings between 3.5" – 5".



BKA ASF CLR

The adjustable Slip Fitter is a 3G rated rugged die cast aluminum adapter to mount LSI luminaires onto a onto a 2" iron pipe , 2 3/8 OD tenon. The Adjustable Slip Fitter can be rotated 180° allowing for tilting LSI luminaires up to 45° and 90° when using a vertical tenon.



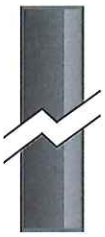
BKS PQM15 CLR

The Pole Quick Mount Bracket allows for preset 15° uptilt of LSI luminaires for greater throw of light and increased vertical illumination as well as fast installation onto poles with LSI's 3" or 5" bolt pattern.

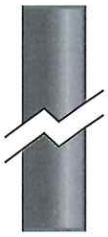


BKS PQMH CLR

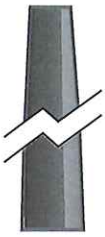
The Pole Quick Mount Bracket allows for lightning fast installation of LSI luminaires onto existing and new construction poles with LSI's B3 or B5 standard pole bolt patterns.



Square Pole
14'-39'



Round Pole
10'-30'



Tapered Pole
20'-39'

Catalog #: 2 HEADS: MRM-LED-24L-SIL-5W-UNV-DIM-50-70-BRZ Project: Libertyville Hyundai

Prepared By: _____ Date: _____ Type: SB-2

Mirada Medium (MRM)

Outdoor LED Area Light

IP66 IK08



OVERVIEW	
Lumen Package	7,000 - 48,000
Wattage Range	48 - 401
Efficacy Range (LPW)	117 - 160
Weight lbs(kg)	30 (13.6)

QUICK LINKS

Ordering Guide | Performance | Photometrics | Dimensions

FEATURES & SPECIFICATIONS

Construction

- Rugged die-cast aluminum housing contains factory prewired driver and optical unit. Cast aluminum wiring access door located underneath.
- Designed to mount to square or round poles.
- Fixtures are finished with LSI's DuraGrip® polyester powder coat finishing process. The DuraGrip finish withstands extreme weather changes without cracking or peeling. Other standard LSI finishes available. Consult factory.
- Shipping weight: 37 lbs in carton.

Optical System

- State-of-the-Art one piece silicone optic sheet delivers industry leading optical control with an integrated gasket to provide IP66 rated sealed optical chamber in 1 component.
- Proprietary silicone refractor optics provide exceptional coverage and uniformity in IES Types 2, 3, 5W, FT, FTA and AM.
- Silicone optical material does not yellow or crack with age and provides a typical light transmittance of 93%.
- Zero uplight.
- Available in 5000K, 4000K, and 3000K color temperatures per ANSI C78.377. Also Available in Phosphor Converted Amber with Peak intensity at 610nm.
- Minimum CRI of 70.
- Integral louver (IL) and house-side shield (IH) options available for improved backlight control without sacrificing street side performance. See page 3 for more details.

Electrical

- High-performance programmable driver features over-voltage, under-voltage, short-circuit and over temperature protection. Custom lumen and wattage packages available.
- 0-10V dimming (10% - 100%) standard.
- Standard Universal Voltage (120-277 Vac) Input 50/60 Hz or optional High Voltage (347-480 Vac).
- L80 Calculated Life: >100k Hours (See Lumen Maintenance on Page 5)
- Total harmonic distortion: <20%
- Operating temperature: -40°C to +50°C (-40°F to +122°F). 42L and 48L lumen packages rated to +40°C.
- Power factor: >.90
- Input power stays constant over life.
- Field replaceable 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).
- High-efficacy LEDs mounted to metal-core circuit board to maximize heat dissipation
- Components are fully encased in potting material for moisture resistance. Driver complies with FCC standards. Driver and key electronic components can easily be accessed.

Controls

- Optional integral passive infrared Bluetooth™ motion and photocell sensor (see page 9 for more details). Fixtures operate independently and can be commissioned via iOS or Android configuration app
- LSI's AirLink™ wireless control system options reduce energy and maintenance costs while optimizing light quality 24/7. (see page 9 for more details).

Installation

- Designed to mount to square or round poles.
- A single fastener secures the hinged door, underneath the housing and provides quick & easy access to the electrical compartment.
- Included terminal block accepts up to 12 ga. wire.
- Utilizes LSI's traditional 3" drill pattern B3 for easy fastening of LSI products. (See drawing on page 9)

Warranty

- LSI LED Fixtures carry a 5-year warranty.

Listings

- Listed to UL 1598 and UL 8750.
- Meets Buy American Act requirements.
- IDA compliant; with 3000K color temperature selection.
- Title 24 Compliant; see local ordinance for qualification information.
- Suitable for wet Locations.
- IP66 rated Luminaire per IEC 60598.
- 3G rated for ANSI C136.31 high vibration applications are qualified.
- DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.
- Patented Silicone Optics (US Patent NO. 10,816,165 B2)
- IK08 rated luminiare per IEC 66262 mechanical impact code

Specifications and dimensions subject to change without notice.

Type: SB-2

Mirada Medium Outdoor LED Area Light

ORDERING GUIDE

Back to Quick Links

TYPICAL ORDER EXAMPLE: **MRM LED 36L SIL FTA UNV DIM 50 70CRI ALSCS04 BRZ IL**

Luminaire Prefix	Light Source	Lumen Package	Light Output	Distribution	Orientation[2]	Voltage	Driver
MRM - Mirada	**LED**	**7L** - 7,000 lms **9L** - 9,000 lms **12L** - 12,000 lms **18L** - 18,000 lms **24L** - 24,000 lms **30L** - 30,000 lms **36L** - 36,000 lms **42L** - 42,000 lms **48L** - 48,000 lms **Custom Lumen Packages**[1]	**SIL** - Silicone	**2** - Type 2 **3** - Type 3 **5W** - Type 5 Wide **FT** - Forward Throw **FTA** - Forward Throw Automotive **AM** - Automotive Merchandise	**(blank)** - standard **L**- Optics rotated left 90° **R** - Optics rotated right 90°	**UNV** - Universal Voltage (120-277V) **HV** - High Voltage (347-480V)	**DIM** - 0-10V Dimming (0-10%)

Color Temp	Color Rendering	Finish	Options
50 - 5,000 CCT **40** - 4,000 CCT **30** - 3,000 CCT **AMB** - Phosphor Converted Amber[12]	**70CRI** - 70 CRI	**BLK** - Black **BRZ** - Dark Bronze **GMG** - Gun Metal Gray **GPT** - Graphite **MSV** - Metallic Silver **PLP** - Platinum Plus **SVG** - Satin Verde Green **WHT** - White	**(Blank)** - None **IH** - Integral Houseside Shield[2] **IL** - Integral Louver (Sharp Spill Light Cutoff)[2]

Controls (Choose One)

(Blank) - None

Wireless Controls System
ALSC - AirLink Synapse Control System
ALSCH - AirLink Synapse Control System Host / Satelite[3]
ALSCS02 - AirLink Synapse Control System with 12-20' Motion Sensor
ALSCHS02 - AirLink Synapse Control System Host / Satelite with 12-20' Motion Sensor[3]
ALSCS04 - AirLink Synapse Control System with 20-40' Motion Sensor
ALSCHS04 - AirLink Synapse Control System Host / Satelite with 20-40' Motion Sensor[3]
ALBCS1 - AirLink Blue Wireless Motion & Photo Sensor Controller (8-24' mounting height)
ALBCS2 - AirLink Blue Wireless Motion & Photo Sensor Controller (25-40' mounting height)

Stand-Alone Controls
EXT - 0-10v Dimming leads extended to housing exterior
CR7P - 7 Pin Control Receptacle ANSI C136.41[6]
IMSBT1- Integral Bluetooth™ Motion and Photocell Sensor (8-24' MH)[5]
IMSBT2- Integral Bluetooth™ Motion and Photocell Sensor (25-40' MH)[5]

Button Type Photocells
PCI120 - 120V
PCI208-277 - 208 -277V
PCI347 - 347V

Lutron Limelight Controls
LLC – LimeLight Integral Wireless Radio Control by Lutron[4]
LLCS1 – Limelight Integral Wireless Radio Control and PIR Motion/ Daylight Sensor by Lutron 8-15' mt height[4]
LLCS2 – Limelight Integral Wireless Radio Control and PIR Motion/ Daylight Sensor by Lutron 16-30' mt height[4]
LLCS3 – Limelight Integral Wireless Radio Control and PIR Motion/ Daylight Sensor by Lutron 31-40' mt height[4]

Accessory Ordering Information[7]

Controls Accessories	
Description	**Order Numberr**[10]
PC120 Photocell for use with CR7P option (120V)[8]	122514
PC208-277 Photocell for use with CR7P option (208V, 240V, 277V)[8]	122515
Twist Lock Photocell (347V) for use with CR7P[8]	122516
Twist Lock Photocell (480V) for use with CR7P[8]	1225180
AirLink 5 Pin Twist Lock Controller[8]	661409
AirLink 7 Pin Twist Lock Controller[8]	661410
PMOS24-24V Pole-Mounted Occupancy Sensor (24V)	663284CLR
Shorting Cap for use with CR7P	149328

Mounting Accessories[9]	
Description	**Order Number**[10]
Universal Mounting Bracket	684616CLR
Adjustable Slip Fitter (2" - 2 3/8" Tenon)	688138CLR
Horizontal Slip Fitter (2" - 2 3/8" Tenon)	652761CLR
Quick Mount Pole Bracket (Square Pole)	687073CLR
Quick Mount Pole Bracket (4-5" Round Pole)	689903CLR
15 Tilt Quick Mount Pole Bracket (Square Pole)	688003CLR
15 Tilt Quick Mount Pole Bracket (4-5" Round Pole)	689905CLR
Wall Mount Bracket	382132CLR
Wood Pole Bracket (6" Minimum Pole Diameter)	751219CLR

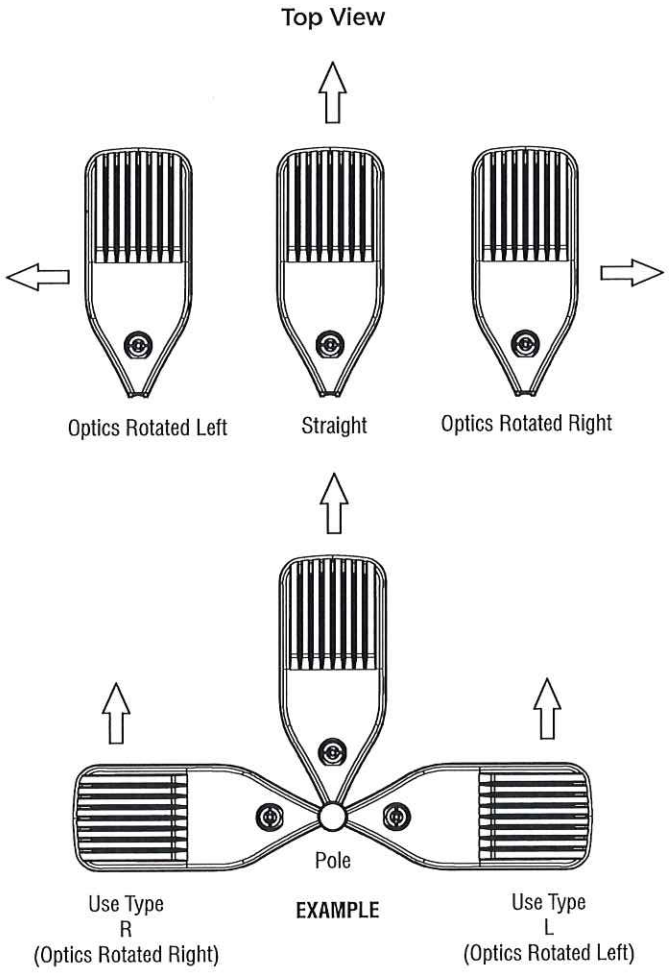
Fusing Options[11]	
Description	**Order Number**
Single Fusing (120V)	See Fusing Accessory Guide
Single Fusing (277V)	
Double Fusing (208V, 240V)	
Double Fusing (480V)	
Double Fusing (347V)	

Miscellaneous Accessories	
Description	**Order Number**
Integral Louver/Shield	690981
Integral House Side Shield	743415
10' Linear Bird Spike Kit (3' Recommended per Luminaire)	751632

FOOTNOTES:
1. Custom lumen and wattage packages available, consult factory. Values are within industry standard tolerances but not DLC listed.
2. Not available with 5W distribution
3. Consult Factory for availability.
4. Not available in HV.
5. IMSBT is field configurable via the LSI app that can be downloaded from your smartphone's native app store.
6. Control device or shorting cap must be ordered separately. See Accessory Ordering Information.
7. Accessories are shipped separately and field installed.
8. Factory installed CR7P option required. See Options.
9. "CLR" denotes finish. See Finish options.
10. Only available with ALSC/ALSCH control options.
11. Fusing must be located in hand hole of pole. See Fusing Accessory Guide for compatability.
12. Only available in 9L and 12L Lumen Packages. Consult factory for lead time and availability.

Mirada Medium Outdoor LED Area Light

OPTICS ROTATION



ACCESSORIES/OPTIONS

Integral Louver (IL) and House-Side Shield (IH)

Accessory louver and shield available for improved backlight control without sacrificing street side performance. LSI's Integral Louver (L) and Integral House-Side Shield (IH) options deliver backlight control that significantly reduces spill light behind the poles for applications with pole locations close to adjacent properties. The design maximizes forward reflected light while reducing glare, maintaining the optical distribution selected, and most importantly eliminating light trespass. Both options rotate with the optical distribution.

Luminaire Shown with IMSBT & IL/IH Options



7 Pin Photoelectric Control

7-pin ANSI C136.41-2013 control receptacle option available for twist lock photocontrols or wireless control modules. Control accessories sold separately. Dimming leads from the receptacle will be connected to the driver dimming leads (Consult factory for alternate wiring).

Luminaire Shown with PCR 7P



Mirada Medium Outdoor LED Area Light

Back to Quick Links

PHOTOMETRICS

Luminaire photometry has been conducted by a NVLAP accredited testing laboratory in accordance with IESNA LM-79-08. As specified by IESNA LM-79-08 the entire luminaire is tested as the source resulting in a luminaire efficiency of 100%.

See https://www.lsicorp.com/product/mirada-medium/ for detailed photometric data.

MRM-LED-30L-SIL-2-40-70CRI

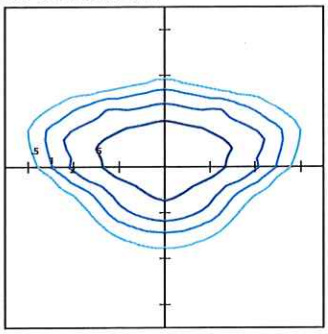
LUMINAIRE DATA

Type 2 Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	32,416
Watts	232
Efficacy	140
IES Type	Type II - Short
BUG Rating	B4-U0-G3

Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	4796	15%
Medium (30-60)°	19811	61%
High (60-80)°	7474	23%
Very High (80-90)°	335	1%
Uplight (90-180)°	0	0%
Total Flux	32416	100%

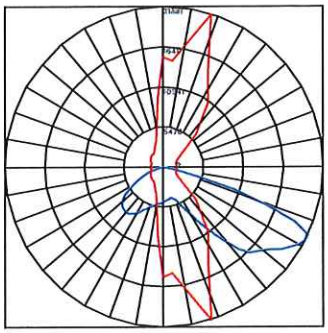
ISO FOOTCANDLE



25' Mounting Height/ 25' Grid Spacing

5 FC 2 FC 1 FC 0.5 FC

POLAR CURVE



MRM-LED-30L-SIL-3-40-70CRI

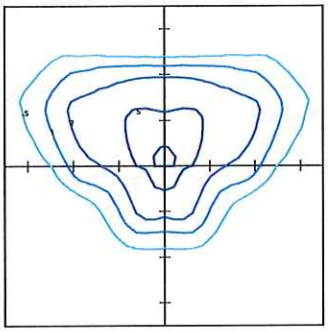
LUMINAIRE DATA

Type 3 Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	32,656
Watts	232
Efficacy	141
IES Type	Type III - Short
BUG Rating	B3-U0-G4

Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	3385	10%
Medium (30-60)°	16250	50%
High (60-80)°	12430	38%
Very High (80-90)°	591	2%
Uplight (90-180)°	0	0%
Total Flux	32656	100%

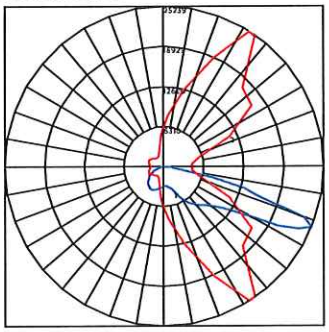
ISO FOOTCANDLE



25' Mounting Height/ 25' Grid Spacing

5 FC 2 FC 1 FC 0.5 FC

POLAR CURVE



MRM-LED-30L-SIL-FT-40-70CRI

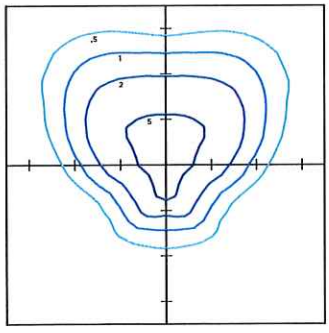
LUMINAIRE DATA

Type FT Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	32,424
Watts	232
Efficacy	140
IES Type	Type IV - Short
BUG Rating	B3-U0-G4

Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	3952	12%
Medium (30-60)°	15505	48%
High (60-80)°	12279	38%
Very High (80-90)°	688	2%
Uplight (90-180)°	0	0%
Total Flux	32424	100%

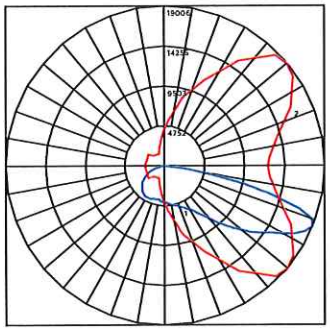
ISO FOOTCANDLE



20' Mounting Height/15' Grid Spacing

20 FC 10 FC 5 FC 2 FC

POLAR CURVE



Mirada Medium Outdoor LED Area Light

PHOTOMETRICS (CONT)

MRM-LED-30L-SIL-5W-40-70CRI

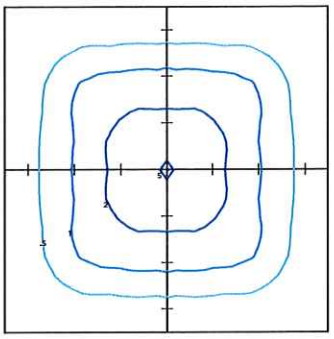
LUMINAIRE DATA

Type 5W Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	31,267
Watts	232
Efficacy	135
IES Type	Type VS - Short
BUG Rating	B5-U0-G3

Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	3138	10%
Medium (30-60)°	13193	42%
High (60-80)°	14641	47%
Very High (80-90)°	296	1%
Uplight (90-180)°	0	0%
Total Flux	31267	100%

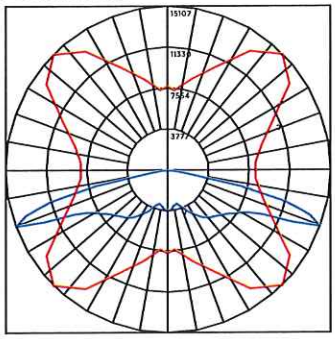
ISO FOOTCANDLE



25' Mounting Height/ 25' Grid Spacing

5 FC 2 FC 1 FC 0.5 FC

POLAR CURVE



MRM-LED-30L-SIL-FTA-40-70CRI

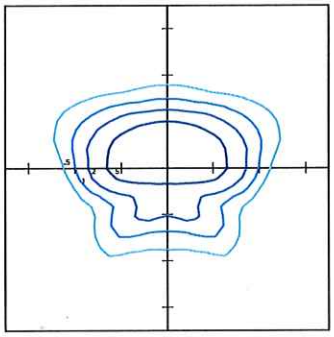
LUMINAIRE DATA

Type FTA Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	32,566
Watts	232
Efficacy	140
IES Type	Type VS - Short
BUG Rating	B4-U0-G3

Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	6986	21%
Medium (30-60)°	19172	59%
High (60-80)°	5875	18%
Very High (80-90)°	534	2%
Uplight (90-180)°	0	0%
Total Flux	32566	100%

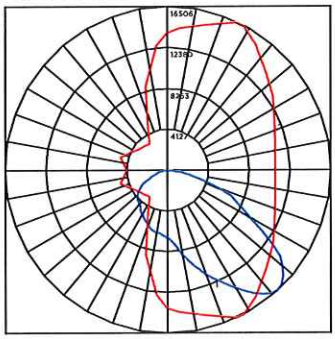
ISO FOOTCANDLE



25' Mounting Height/ 25' Grid Spacing

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POLAR CURVE



MRM-LED-30L-SIL-AM-40-70CRI

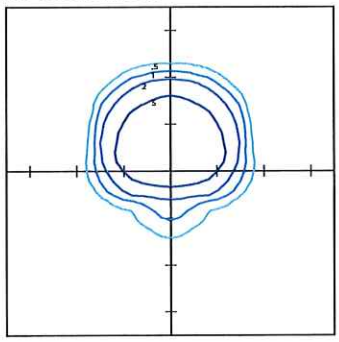
LUMINAIRE DATA

Type AM Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	32,960
Watts	232
Efficacy	142
IES Type	Type III - Very Short
BUG Rating	B3-U0-G3

Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	6363	9%
Medium (30-60)°	22026	43%
High (60-80)°	4192	48%
Very High (80-90)°	379	1%
Uplight (90-180)°	0	0%
Total Flux	32960	100%

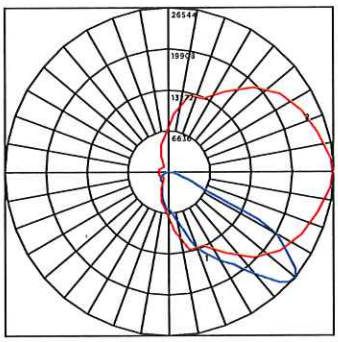
ISO FOOTCANDLE



25' Mounting Height/ 25' Grid Spacing

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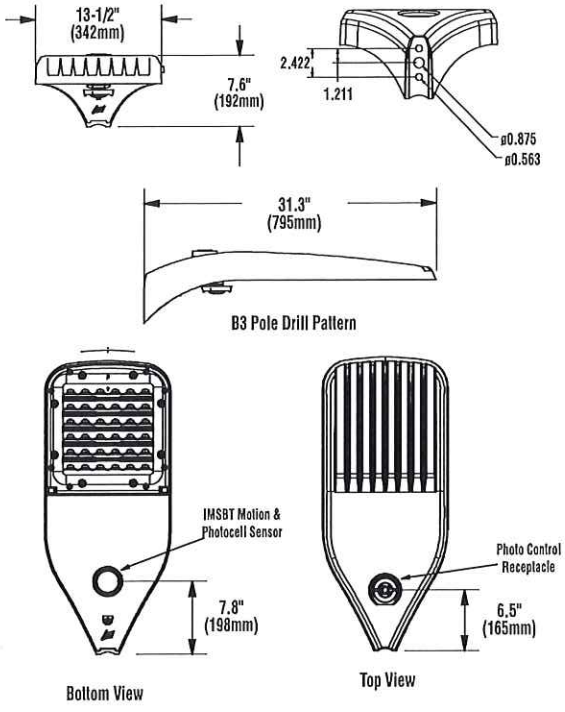
POLAR CURVE



Mirada Medium Outdoor LED Area Light

Back to Quick Links

PRODUCT DIMENSIONS



LUMINAIRE EPA CHART - MRM

Tilt Degree		0°	30°	45°	Tilt Degree		0°	30°	45°
	Single	0.5	1.5	1.9		T90°	1.0	2.5	2.8
	D180°	1.0	1.5	1.9		TN120°	1.0	3.3	3.9
	D90°	0.8	1.9	2.3		Q90°	1.0	2.5	2.8

CONTROLS

AirLink Wireless Lighting Controller

The AirLink integrated controller is a California Title 24 compliant lighting controller that provides real-time light monitoring and control with utility-grade power monitoring. It includes a 24V sensor input and power supply to connect a sensor into the outdoor AirLink wireless lighting system. The wireless integrated controller is compatible with this fixture.

Click the link below to learn more details about AirLink.

https://www.lsicorp.com/wp-content/uploads/documents/products/airlink-outdoor-specsheet.pdf

Integral Bluetooth™ Motion and Photocell Sensor (IMSBT)

Slim low profile sensor provides multi-level control based on motion and/or daylight. Sensor controls 0-10 VDC LED drivers and is rated for cold and wet locations (-30° C to 70° C). Two unique PIR lenses are available and used based on fixture mounting height. All control parameters are adjustable via an iOS or Android App capable of storing and transmitting sensor profiles.

Click the link below to learn more details about IMSBT.

https://www.lsicorp.com/wp-content/uploads/documents/products/imsbt-specsheet.pdf

AirLink Blue

Wireless Bluetooth Mesh Outdoor Lighting Control System that provides energy savings, code compliance and enhanced safety/security for parking lots and parking garages. Three key components; Bluetooth wireless radio/sensor controller, Time Keeper and an iOS App. Capable of grouping multiple fixtures and sensors as well as scheduling time-based events by zone. Radio/Sensor Controller is factory integrated into Area/Site, Wall Mounted, Parking Garage and Canopy luminaires.

Click the link below to learn more details about AirLink Blue.

https://www.lsicorp.com/product/airlink-blue/

Type: _____

Mirada Medium Outdoor LED Area Light

POLES & BRACKETS

LSI offers a full line of poles and mounting accessories to complete your lighting assembly. Aluminum and steel in both square and round shafts. In addition, LSI offers round tapered, fluted and hinge based poles. Designed and engineered for durability and protected with our oven baked DuraGrip Protection System. Also available with our DuraGrip+ Protection system for unmatched corrosion resistance and an extended warranty. American made in our Ohio facility with industry leading lead times.

Click the link below to learn more details about poles & brackets.

https://www.lsicorp.com/products/poles-brackets/



BKA UMB CLR

The 3G rated UMB allows for seamless integration of LSI luminaires onto existing/ retrofit or new construction poles. The UMB was designed for square or round (tapered or straight) poles with two mounting hole spacings between 3.5" – 5".



BKA ASF CLR

The adjustable Slip Fitter is a 3G rated rugged die cast aluminum adapter to mount LSI luminaires onto a onto a 2" iron pipe , 2 3/8 OD tenon. The Adjustable Slip Fitter can be rotated 180° allowing for tilting LSI luminaires up to 45° and 90° when using a vertical tenon.



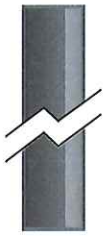
BKS PQM15 CLR

The Pole Quick Mount Bracket allows for preset 15° uptilt of LSI luminaires for greater throw of light and increased vertical illumination as well as fast installation onto poles with LSI's 3" or 5" bolt pattern.



BKS PQMH CLR

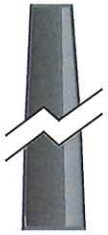
The Pole Quick Mount Bracket allows for lightning fast installation of LSI luminaires onto existing and new construction poles with LSI's B3 or B5 standard pole bolt patterns.



Square Pole
14'-39'



Round Pole
10'-30'



Tapered Pole
20'-39'

Catalog #: MRM-LED-24L-SIL-2-UNV-DIM-50-70-BRZ-IL Project: Libertyville Hyundai

Prepared By: _____ Date: _____ Type: SD

Mirada Medium (MRM)

Outdoor LED Area Light

IP66 IK08



OVERVIEW	
Lumen Package	7,000 - 48,000
Wattage Range	48 - 401
Efficacy Range (LPW)	117 - 160
Weight lbs(kg)	30 (13.6)

QUICK LINKS

Ordering Guide | Performance | Photometrics | Dimensions

FEATURES & SPECIFICATIONS

Construction

- Rugged die-cast aluminum housing contains factory prewired driver and optical unit. Cast aluminum wiring access door located underneath.
- Designed to mount to square or round poles.
- Fixtures are finished with LSI's DuraGrip® polyester powder coat finishing process. The DuraGrip finish withstands extreme weather changes without cracking or peeling. Other standard LSI finishes available. Consult factory.
- Shipping weight: 37 lbs in carton.

Optical System

- State-of-the-Art one piece silicone optic sheet delivers industry leading optical control with an integrated gasket to provide IP66 rated sealed optical chamber in 1 component.
- Proprietary silicone refractor optics provide exceptional coverage and uniformity in IES Types 2, 3, 5W, FT, FTA and AM.
- Silicone optical material does not yellow or crack with age and provides a typical light transmittance of 93%.
- Zero uplight.
- Available in 5000K, 4000K, and 3000K color temperatures per ANSI C78.377. Also Available in Phosphor Converted Amber with Peak intensity at 610nm.
- Minimum CRI of 70.
- Integral louver (IL) and house-side shield (IH) options available for improved backlight control without sacrificing street side performance. See page 3 for more details.

Electrical

- High-performance programmable driver features over-voltage, under-voltage, short-circuit and over temperature protection. Custom lumen and wattage packages available.
- 0-10V dimming (10% - 100%) standard.
- Standard Universal Voltage (120-277 Vac) Input 50/60 Hz or optional High Voltage (347-480 Vac).
- L80 Calculated Life: >100k Hours (See Lumen Maintenance on Page 5)
- Total harmonic distortion: <20%
- Operating temperature: -40°C to +50°C (-40°F to +122°F). 42L and 48L lumen packages rated to +40ºC.
- Power factor: >.90
- Input power stays constant over life.
- Field replaceable 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).
- High-efficacy LEDs mounted to metal-core circuit board to maximize heat dissipation
- Components are fully encased in potting material for moisture resistance. Driver complies with FCC standards. Driver and key electronic components can easily be accessed.

Controls

- Optional integral passive infrared Bluetooth™ motion and photocell sensor (see page 9 for more details). Fixtures operate independently and can be commissioned via iOS or Android configuration app
- LSI's AirLink™ wireless control system options reduce energy and maintenance costs while optimizing light quality 24/7. (see page 9 for more details).

Installation

- Designed to mount to square or round poles.
- A single fastener secures the hinged door, underneath the housing and provides quick & easy access to the electrical compartment.
- Included terminal block accepts up to 12 ga. wire.
- Utilizes LSI's traditional 3" drill pattern B3 for easy fastening of LSI products. (See drawing on page 9)

Warranty

- LSI LED Fixtures carry a 5-year warranty.

Listings

- Listed to UL 1598 and UL 8750.
- Meets Buy American Act requirements.
- IDA compliant; with 3000K color temperature selection.
- Title 24 Compliant; see local ordinance for qualification information.
- Suitable for wet Locations.
- IP66 rated Luminaire per IEC 60598.
- 3G rated for ANSI C136.31 high vibration applications are qualified.
- DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.
- Patented Silicone Optics (US Patent NO. 10,816,165 B2)
- IK08 rated luminiare per IEC 66262 mechanical impact code

Specifications and dimensions subject to change without notice.

Type: SD

Mirada Medium Outdoor LED Area Light

ORDERING GUIDE

Back to Quick Links

TYPICAL ORDER EXAMPLE: **MRM LED 36L SIL FTA UNV DIM 50 70CRI ALSCS04 BRZ IL**

Luminaire Prefix	Light Source	Lumen Package	Light Output	Distribution	Orientation[2]	Voltage	Driver
MRM - Mirada	**LED**	**7L** - 7,000 lms **9L** - 9,000 lms **12L** - 12,000 lms **18L** - 18,000 lms **24L** - 24,000 lms **30L** - 30,000 lms **36L** - 36,000 lms **42L** - 42,000 lms **48L** - 48,000 lms **Custom Lumen Packages**[1]	**SIL** - Silicone	**2** - Type 2 **3** - Type 3 **5W** - Type 5 Wide **FT** - Forward Throw **FTA** - Forward Throw Automotive **AM** - Automotive Merchandise	**(blank)** - standard **L**- Optics rotated left 90° **R** - Optics rotated right 90°	**UNV** - Universal Voltage (120-277V) **HV** - High Voltage (347-480V)	**DIM** - 0-10V Dimming (0-10%)

Color Temp	Color Rendering	Finish	Options
50 - 5,000 CCT **40** - 4,000 CCT **30** - 3,000 CCT **AMB** - Phosphor Converted Amber[12]	**70CRI** - 70 CRI	**BLK** - Black **BRZ** - Dark Bronze **GMG** - Gun Metal Gray **GPT** - Graphite **MSV** - Metallic Silver **PLP** - Platinum Plus **SVG** - Satin Verde Green **WHT** - White	**(Blank)** - None **IH** - Integral Houseside Shield[2] **IL** - Integral Louver (Sharp Spill Light Cutoff)[2]

Controls (Choose One)

(Blank) - None

Wireless Controls System
ALSC - AirLink Synapse Control System
ALSCH - AirLink Synapse Control System Host / Satelite[3]
ALSCS02 - AirLink Synapse Control System with 12-20' Motion Sensor
ALSCHS02 - AirLink Synapse Control System Host / Satelite with 12-20' Motion Sensor[3]
ALSCS04 - AirLink Synapse Control System with 20-40' Motion Sensor
ALSCHS04 - AirLink Synapse Control System Host / Satelite with 20-40' Motion Sensor[3]
ALBCS1 - AirLink Blue Wireless Motion & Photo Sensor Controller (8-24' mounting height)
ALBCS2 - AirLink Blue Wireless Motion & Photo Sensor Controller (25-40' mounting height)

Stand-Alone Controls
EXT - 0-10v Dimming leads extended to housing exterior
CR7P - 7 Pin Control Receptacle ANSI C136.41[6]
IMSBT1- Integral Bluetooth™ Motion and Photocell Sensor (8-24' MH)[5]
IMSBT2- Integral Bluetooth™ Motion and Photocell Sensor (25-40' MH)[5]

Button Type Photocells
PCI120 - 120V
PCI208-277 - 208 -277V
PCI347 - 347V

Lutron Limelight Controls
LLC – LimeLight Integral Wireless Radio Control by Lutron[4]
LLCS1 – Limelight Integral Wireless Radio Control and PIR Motion/ Daylight Sensor by Lutron 8-15' mt height[4]
LLCS2 – Limelight Integral Wireless Radio Control and PIR Motion/ Daylight Sensor by Lutron 16-30' mt height[4]
LLCS3 – Limelight Integral Wireless Radio Control and PIR Motion/ Daylight Sensor by Lutron 31-40' mt height[4]

Accessory Ordering Information[7]

Controls Accessories	
Description	**Order Number**[10]
PC120 Photocell for use with CR7P option (120V)[8]	122514
PC208-277 Photocell for use with CR7P option (208V, 240V, 277V)[8]	122515
Twist Lock Photocell (347V) for use with CR7P[8]	122516
Twist Lock Photocell (480V) for use with CR7P[8]	1225180
AirLink 5 Pin Twist Lock Controller[8]	661409
AirLink 7 Pin Twist Lock Controller[8]	661410
PMOS24-24V Pole-Mounted Occupancy Sensor (24V)	663284CLR
Shorting Cap for use with CR7P	149328

Fusing Options[11]	
Description	**Order Number**
Single Fusing (120V)	See Fusing Accessory Guide
Single Fusing (277V)	
Double Fusing (208V, 240V)	
Double Fusing (480V)	
Double Fusing (347V)	

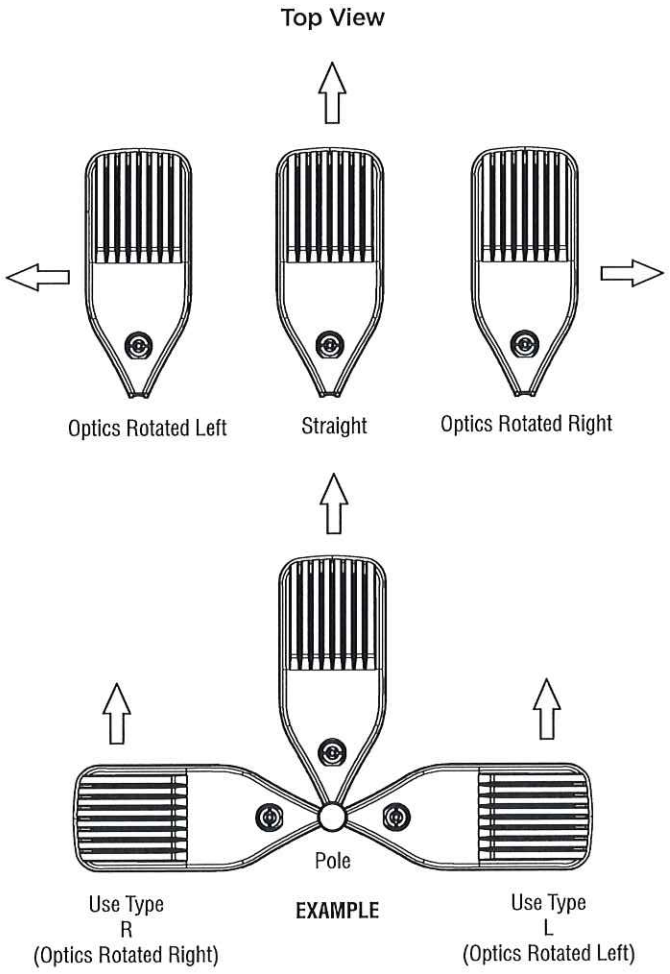
Mounting Accessories[9]	
Description	**Order Number**[10]
Universal Mounting Bracket	684616CLR
Adjustable Slip Fitter (2" - 2 3/8" Tenon)	688138CLR
Horizontal Slip Fitter (2" - 2 3/8" Tenon)	652761CLR
Quick Mount Pole Bracket (Square Pole)	687073CLR
Quick Mount Pole Bracket (4-5" Round Pole)	689903CLR
15 Tilt Quick Mount Pole Bracket (Square Pole)	688003CLR
15 Tilt Quick Mount Pole Bracket (4-5" Round Pole)	689905CLR
Wall Mount Bracket	382132CLR
Wood Pole Bracket (6" Minimum Pole Diameter)	751219CLR

Miscellaneous Accessories	
Description	**Order Number**
Integral Louver/Shield	690981
Integral House Side Shield	743415
10' Linear Bird Spike Kit (3' Recommended per Luminaire)	751632

FOOTNOTES:
1. Custom lumen and wattage packages available, consult factory. Values are within industry standard tolerances but not DLC listed.
2. Not available with 5W distribution
3. Consult Factory for availability.
4. Not available in HV.
5. IMSBT is field configurable via the LSI app that can be downloaded from your smartphone's native app store.
6. Control device or shorting cap must be ordered separately. See Accessory Ordering Information.
7. Accessories are shipped separately and field installed.
8. Factory installed CR7P option required. See Options.
9. "CLR" denotes finish. See Finish options.
10. Only available with ALSC/ALSCH control options.
11. Fusing must be located in hand hole of pole. See Fusing Accessory Guide for compatability.
12. Only available in 9L and 12L Lumen Packages. Consult factory for lead time and availability.

Mirada Medium Outdoor LED Area Light

OPTICS ROTATION

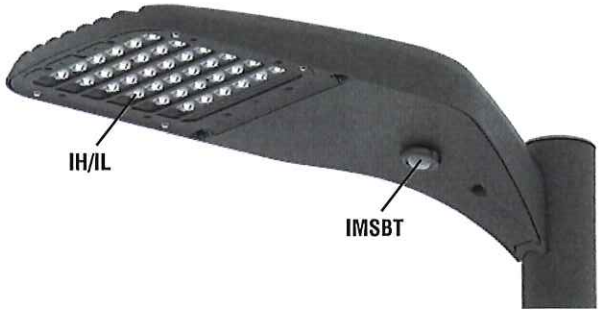


ACCESSORIES/OPTIONS

Integral Louver (IL) and House-Side Shield (IH)

Accessory louver and shield available for improved backlight control without sacrificing street side performance. LSI's Integral Louver (L) and Integral House-Side Shield (IH) options deliver backlight control that significantly reduces spill light behind the poles for applications with pole locations close to adjacent properties. The design maximizes forward reflected light while reducing glare, maintaining the optical distribution selected, and most importantly eliminating light trespass. Both options rotate with the optical distribution.

Luminaire Shown with IMSBT & IL/IH Options



7 Pin Photoelectric Control

7-pin ANSI C136.41-2013 control receptacle option available for twist lock photocontrols or wireless control modules. Control accessories sold separately. Dimming leads from the receptacle will be connected to the driver dimming leads (Consult factory for alternate wiring).

Luminaire Shown with PCR 7P



Mirada Medium Outdoor LED Area Light

PHOTOMETRICS

Back to Quick Links

Luminaire photometry has been conducted by a NVLAP accredited testing laboratory in accordance with IESNA LM-79-08. As specified by IESNA LM-79-08 the entire luminaire is tested as the source resulting in a luminaire efficiency of 100%.

See https://www.lsicorp.com/product/mirada-medium/ for detailed photometric data.

MRM-LED-30L-SIL-2-40-70CRI

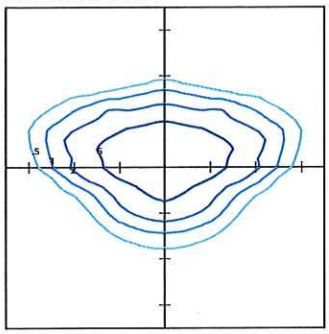
LUMINAIRE DATA

Type 2 Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	32,416
Watts	232
Efficacy	140
IES Type	Type II - Short
BUG Rating	B4-U0-G3

Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	4796	15%
Medium (30-60)°	19811	61%
High (60-80)°	7474	23%
Very High (80-90)°	335	1%
Uplight (90-180)°	0	0%
Total Flux	32416	100%

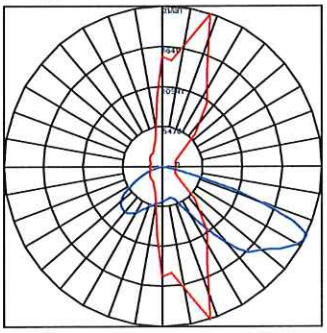
ISO FOOTCANDLE



25' Mounting Height/ 25' Grid Spacing

5 FC 2 FC 1 FC 0.5 FC

POLAR CURVE



MRM-LED-30L-SIL-3-40-70CRI

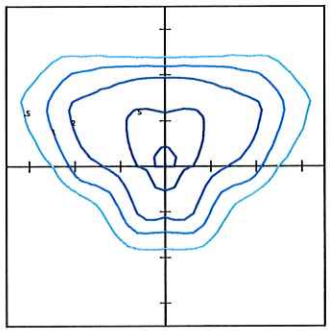
LUMINAIRE DATA

Type 3 Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	32,656
Watts	232
Efficacy	141
IES Type	Type III - Short
BUG Rating	B3-U0-G4

Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	3385	10%
Medium (30-60)°	16250	50%
High (60-80)°	12430	38%
Very High (80-90)°	591	2%
Uplight (90-180)°	0	0%
Total Flux	32656	100%

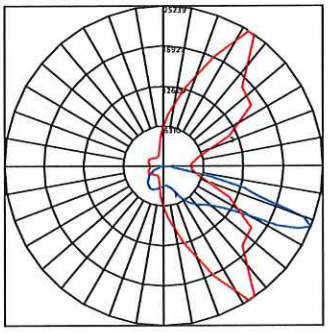
ISO FOOTCANDLE



25' Mounting Height/ 25' Grid Spacing

5 FC 2 FC 1 FC 0.5 FC

POLAR CURVE



MRM-LED-30L-SIL-FT-40-70CRI

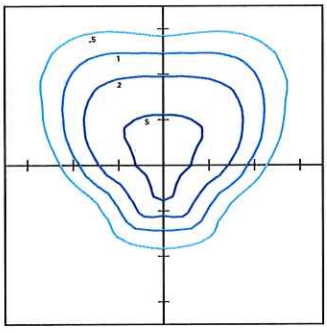
LUMINAIRE DATA

Type FT Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	32,424
Watts	232
Efficacy	140
IES Type	Type IV - Short
BUG Rating	B3-U0-G4

Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	3952	12%
Medium (30-60)°	15505	48%
High (60-80)°	12279	38%
Very High (80-90)°	688	2%
Uplight (90-180)°	0	0%
Total Flux	32424	100%

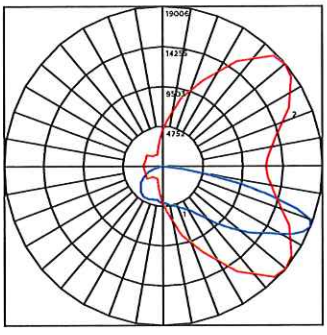
ISO FOOTCANDLE



20' Mounting Height/15' Grid Spacing

20 FC 10 FC 5 FC 2 FC

POLAR CURVE



Mirada Medium Outdoor LED Area Light

PHOTOMETRICS (CONT)

MRM-LED-30L-SIL-5W-40-70CRI

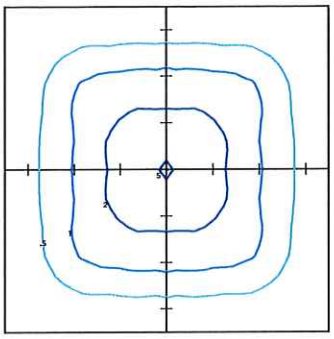
LUMINAIRE DATA

Type 5W Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	31,267
Watts	232
Efficacy	135
IES Type	Type VS - Short
BUG Rating	B5-U0-G3

Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	3138	10%
Medium (30-60)°	13193	42%
High (60-80)°	14641	47%
Very High (80-90)°	296	1%
Uplight (90-180)°	0	0%
Total Flux	31267	100%

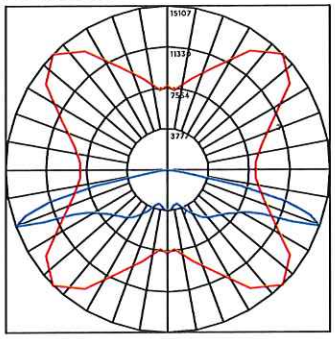
ISO FOOTCANDLE



25' Mounting Height/ 25' Grid Spacing

5 FC 2 FC 1 FC 0.5 FC

POLAR CURVE



MRM-LED-30L-SIL-FTA-40-70CRI

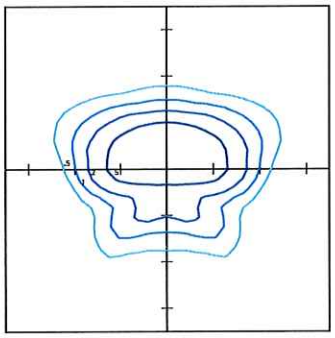
LUMINAIRE DATA

Type FTA Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	32,566
Watts	232
Efficacy	140
IES Type	Type VS - Short
BUG Rating	B4-U0-G3

Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	6986	21%
Medium (30-60)°	19172	59%
High (60-80)°	5875	18%
Very High (80-90)°	534	2%
Uplight (90-180)°	0	0%
Total Flux	32566	100%

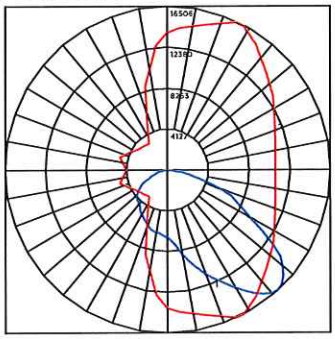
ISO FOOTCANDLE



25' Mounting Height/ 25' Grid Spacing

5 FC 2 FC 1 FC 0.5 FC

POLAR CURVE



MRM-LED-30L-SIL-AM-40-70CRI

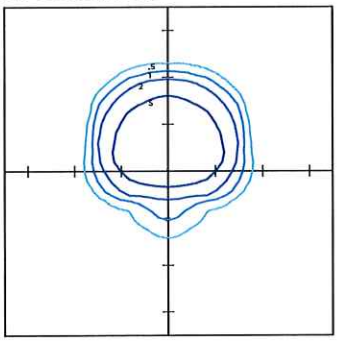
LUMINAIRE DATA

Type AM Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	32,960
Watts	232
Efficacy	142
IES Type	Type III - Very Short
BUG Rating	B3-U0-G3

Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	6363	9%
Medium (30-60)°	22026	43%
High (60-80)°	4192	48%
Very High (80-90)°	379	1%
Uplight (90-180)°	0	0%
Total Flux	32960	100%

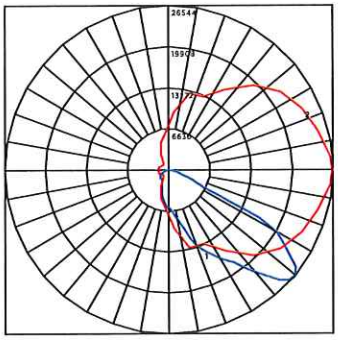
ISO FOOTCANDLE



25' Mounting Height/ 25' Grid Spacing

5 FC 2 FC 1 FC 0.5 FC

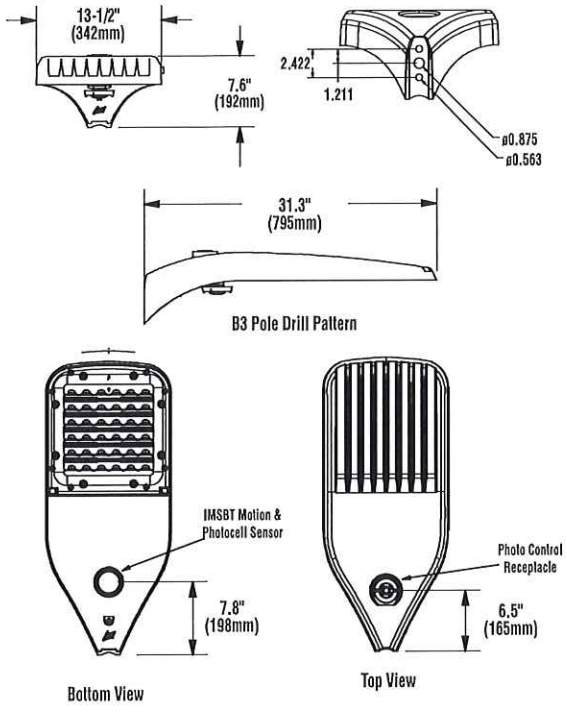
POLAR CURVE



Mirada Medium Outdoor LED Area Light

Back to Quick Links

PRODUCT DIMENSIONS



LUMINAIRE EPA CHART - MRM

Tilt Degree		0°	30°	45°	Tilt Degree		0°	30°	45°
	Single	0.5	1.5	1.9		T90°	1.0	2.5	2.8
	D180°	1.0	1.5	1.9		TN120°	1.0	3.3	3.9
	D90°	0.8	1.9	2.3		Q90°	1.0	2.5	2.8

CONTROLS

AirLink Wireless Lighting Controller

The AirLink integrated controller is a California Title 24 compliant lighting controller that provides real-time light monitoring and control with utility-grade power monitoring. It includes a 24V sensor input and power supply to connect a sensor into the outdoor AirLink wireless lighting system. The wireless integrated controller is compatible with this fixture.

Click the link below to learn more details about AirLink.

https://www.lsicorp.com/wp-content/uploads/documents/products/airlink-outdoor-specsheet.pdf

Integral Bluetooth™ Motion and Photocell Sensor (IMSBT)

Slim low profile sensor provides multi-level control based on motion and/or daylight. Sensor controls 0-10 VDC LED drivers and is rated for cold and wet locations (-30° C to 70° C). Two unique PIR lenses are available and used based on fixture mounting height. All control parameters are adjustable via an iOS or Android App capable of storing and transmitting sensor profiles.

Click the link below to learn more details about IMSBT.

https://www.lsicorp.com/wp-content/uploads/documents/products/imsbt-specsheet.pdf

AirLink Blue

Wireless Bluetooth Mesh Outdoor Lighting Control System that provides energy savings, code compliance and enhanced safety/security for parking lots and parking garages. Three key components; Bluetooth wireless radio/sensor controller, Time Keeper and an iOS App. Capable of grouping multiple fixtures and sensors as well as scheduling time-based events by zone. Radio/Sensor Controller is factory integrated into Area/Site, Wall Mounted, Parking Garage and Canopy luminaires.

Click the link below to learn more details about AirLink Blue.

https://www.lsicorp.com/product/airlink-blue/

Type: _____

Mirada Medium Outdoor LED Area Light

POLES & BRACKETS

LSI offers a full line of poles and mounting accessories to complete your lighting assembly. Aluminum and steel in both square and round shafts. In addition, LSI offers round tapered, fluted and hinge based poles. Designed and engineered for durability and protected with our oven baked DuraGrip Protection System. Also available with our DuraGrip+ Protection system for unmatched corrosion resistance and an extended warranty. American made in our Ohio facility with industry leading lead times.

Click the link below to learn more details about poles & brackets.

https://www.lsicorp.com/products/poles-brackets/



BKA UMB CLR

The 3G rated UMB allows for seamless integration of LSI luminaires onto existing/ retrofit or new construction poles. The UMB was designed for square or round (tapered or straight) poles with two mounting hole spacings between 3.5" – 5".



BKA ASF CLR

The adjustable Slip Fitter is a 3G rated rugged die cast aluminum adapter to mount LSI luminaires onto a onto a 2" iron pipe , 2 3/8 OD tenon. The Adjustable Slip Fitter can be rotated 180° allowing for tilting LSI luminaires up to 45° and 90° when using a vertical tenon.



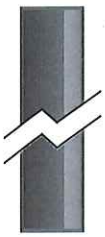
BKS PQM15 CLR

The Pole Quick Mount Bracket allows for preset 15° uptilt of LSI luminaires for greater throw of light and increased vertical illumination as well as fast installation onto poles with LSI's 3" or 5" bolt pattern.



BKS PQMH CLR

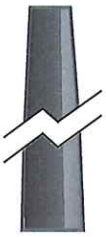
The Pole Quick Mount Bracket allows for lightning fast installation of LSI luminaires onto existing and new construction poles with LSI's B3 or B5 standard pole bolt patterns.



Square Pole
14'-39'



Round Pole
10'-30'



Tapered Pole
20'-39'

Catalog #: 2 HEADS: MRM-LED-36L-SIL-5W-UNV-DIM-50-70-BRZ Project: Libertyville Hyundai

Prepared By: _____ Date: _____ Type: SA

Mirada Wall Sconce (XWM)

Outdoor LED Wall Sconce



OVERVIEW	
Lumen Range	3,000 - 12,000
Wattage Range	23 - 102
Efficacy Range (LPW)	107 - 140
Weight lbs(kg)	30 (13.6)

QUICK LINKS

Ordering Guide | Performance | Photometrics | Dimensions

FEATURES & SPECIFICATIONS

Construction

- Rugged die-cast aluminum housing contains factory prewired driver and optical unit. Hinged die-cast aluminum wiring access door located underneath.
- Galvanized-steel universal wall mount bracket comes standard with hinging mechanism to easily access the junction box wire connections without removing the luminaire.
- Optional pole-mounting bracket (XPMA) permits mounting to standard poles.
- Fixtures are finished with LSI's DuraGrip® polyester powder coat finishing process. The DuraGrip finish withstands extreme weather changes without cracking or peeling. Other standard LSI finishes available. Consult factory.
- Shipping weight: 30 lbs in carton.

Optical System

- State-of-the-Art one piece silicone optic sheet delivers industry leading optical control with an integrated gasket to provide IP65 rated sealed optical chamber in 1 component.
- Proprietary silicone refractor optics provide exceptional coverage and uniformity in Types 2, 3, and Forward Throw (FT) distributions.
- Silicone optical material does not yellow or crack with age and provides a typical light transmittance of 93%.
- Zero uplight.
- Available in 5000K, 4000K and 3000K color temperatures per ANSI C78.377.
- Minimum CRI of 70.

Electrical

- High-performance programmable driver features over-voltage, under-voltage, short-circuit and over temperature protection. Custom lumen and wattage packages available.
- 0-10V dimming (10% - 100%) standard.
- Standard Universal Voltage (120-277 Vac) Input 50/60 Hz or optional High Voltage (347-480 Vac).
- L80 Calculated Life: >100k Hours
- Total harmonic distortion: <20%
- Operating temperature: -40°C to +50°C (-40°F to +122°F).
- Power factor: >.90
- Input power stays constant over life.
- Optional 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).
- High-efficacy LEDs mounted to metal-core circuit board to maximize heat dissipation
- Components are fully encased in potting material for moisture resistance. Driver complies with FCC standards. Driver and key electronic components can easily be accessed via hinged door.
- Optional integral emergency battery pack provides 90-minutes of constant power to the LED system, ensuring code compliance. A test switch/indicator button is installed on the housing for ease of maintenance. The fixture delivers 1500 lumens during emergency mode.

Controls

- Optional integral passive infrared Bluetooth™ motion and photocell sensor (see page 5 for more details). Fixtures operate independently and can be commissioned via iOS or Android configuration app
- LSI's AirLink™ wireless control system options reduce energy and maintenance costs while optimizing light quality 24/7. (see page 5 for more details).

Installation

- Universal wall mounting plate easily mounts directly to 4" octagonal or square junction box.
- 2 fasteners secure the hinged door underneath the housing and provide quick & easy access to the electrical compartment for installing/servicing.
- Optional terminal block accepts up to 12 ga wire.

Warranty

- LSI LED Fixtures carry a 5-year warranty.
- 1 Year warranty on Battery Back-up option.

Listings

- Listed to UL 1598 and UL 8750.
- Meets Buy American Act requirements.
- IDA compliant; with 3000K or lower color temperature selection.
- State of California Title 24 Compliant
- Suitable for wet Locations.
- IP65 rated luminaire per IEC 60598.
- 3G rated for ANSI C136.31 high vibration applications when pole mounted (using optional XPMA bracket) or wall mounted.
- DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

Type: _____

Mirada Wall Sconce (XWM)

ORDERING GUIDE

Back to Quick Links

TYPICAL ORDER EXAMPLE: **XWM 2 LED 03L 30 UE BRZ ALSC**

Luminaire Prefix	Distribution	LED Technology	Lumen Package	Color Temperature	Voltage
XWM - Mirada Wall Sconce	**2** - Type 2 **3** - Type 3 **FT** - Type 4 Forward Throw	**LED**	**3L** - 3,000 lms **4L** - 4,000 lms **6L** - 6,000 lms **8L** - 8,000 lms **12L** - 12,000 lms **Custom Lumen Packages**[6]	**30** - 3000K **40** - 4000K **50** - 5000K	**UE** - Universal Voltage (120-277V) **HV** - High Voltage (347-480V)

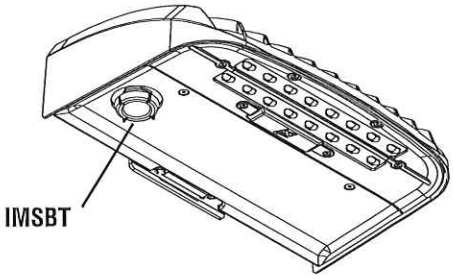
Finish	Controls (Choose One)	Options
BLK - Black **BRZ** - Dark Bronze **GMG** - Gun Metal Gray **GPT** - Graphite **MSV** - Metallic Silver **PLP** - Platinum Plus **SVG** - Satin Verde Green **WHT** - White	**Wireless Controls** **ALSC** - Airlink Synapse Control System[2] **ALSCS01** - AirLink Synapse Control System with 8-12' Motion Sensor[2] **ALSCS02** - AirLink Synapse Control System with 12-20' Motion Sensor [2] **ALBCS1** - AirLink Blue Wireless Motion & Photo Sensor Controller (8-24' mounting height)[2] **ALBCS2** - AirLink Blue Wireless Motion & Photo Sensor Controller (25-40' mounting height)[2] **Standalone Controls** **DIM** - 0-10v Dimming leads extended to housing exterior **IMSBT1**- Integral Bluetooth™ Motion and Photocell Sensor max 8-24' mounting height [2,4] **IMSBT2**- Integral Bluetooth Motion and Photocell Sensor max 25-40' mounting height [2,4] **Button Type Photocells** **PCI120** - 120V **PCI208-277** - 208 -277V **PCI347** - 347V **Lutron Limelight Controls** **LLC** – LimeLight Integral Wireless Radio Control by Lutron[2] **LLCS1** – Limelight Integral Wireless Radio Control and PIR Motion/ Daylight Sensor by Lutron 8-15' mt height[2] **LLCS2** – Limelight Integral Wireless Radio Control and PIR Motion/Daylight Sensor by Lutron 16-30' mt height[2] **LLCS3** – Limelight Integral Wireless Radio Control and PIR Motion/Daylight Sensor by Lutron 31-40' mt height[2]	**BB** - Battery Back-up[2] **CWBB** - Cold Weather Battery Backup[2] **XPMA** - Pole Mounting Bracket **SP1** - 10kV Surge Protection **TB** - Terminal Block

ACCESSORY ORDERING INFORMATION[6]

Description	Order Number	Description	Order Number
XWM SW BLK - Surface Wiring Box (Available in black only)	356915BLK	DFK - Double Fusing	DFK208[6]
FK120 - Single Fusing	FK120[5]	DFK - Double Fusing (240V)	DFK240[6]
FK277 - Single Fusing	FK277[5]	DFK - Double Fusing (480V)	DFK480[6]
FK347 - Single Fusing	FK347[5]	10' Linear Bird Spike Kit (2' Recommended per Luminaire)	736795

FOOTNOTES:
1. Consult Factory for availability.
2. Not available in HV.
3. Consult Factory for Site Layout.
4. IMSBT is field configurable via the LSI app that can be downloaded from your smartphone's native app store.
5. Fusing must be located in a hand hole for pole or in the junction box.
6. Custom lumen and wattage packages available consult factory. Values are within industry standard tolerances but not DLC listed.

Luminaire Shown with IMSBT



Mirada Wall Sconce (XWM)

PHOTOMETRICS

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All published luminaire photometric testing performed to IESNA LM-79 standards. ISO footcandle plots below demonstrate the Mirada Wall Sconce (XWM) light patterns only. Not for total fixture output. For complete specifications and IES files, see website.

XWM-2-LED-6L-40

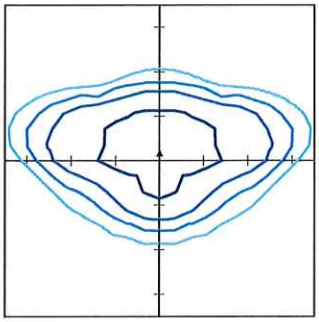
LUMINAIRE DATA

Type 2 Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	6,025
Watts	44.7
Efficacy	135
IES Type	Type III - Medium
BUG Rating	B2-U0-G2

Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	807.1	13.4%
Medium (30-60)°	3301.0	54.8%
High (60-80)°	1847.4	30.7%
Very High (80-90)°	69.2	1.1%
Uplight (90-180)°	0.0	0.0%
Total Flux	6024.7	100%

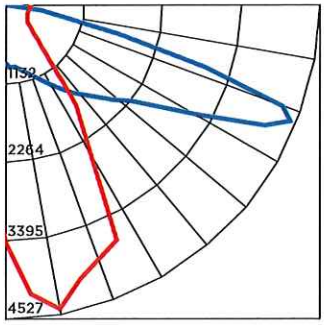
ISO FOOTCANDLE PLOT



15' Mounting Height / 10' Grid Spacing

5 FC 2 FC 1 FC 0.5 FC

POLAR CURVE



XWM-3-LED-6L-40

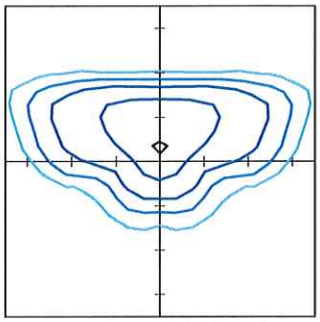
LUMINAIRE DATA

Type 3 Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	6,133
Watts	44.7
Efficacy	137
IES Type	Type III - Medium
BUG Rating	B1-U0-G2

Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	567.4	9.3%
Medium (30-60)°	3106.3	50.6%
High (60-80)°	2368.8	38.6%
Very High (80-90)°	90.7	1.5%
Uplight (90-180)°	0.0	0.0%
Total Flux	6133.2	100%

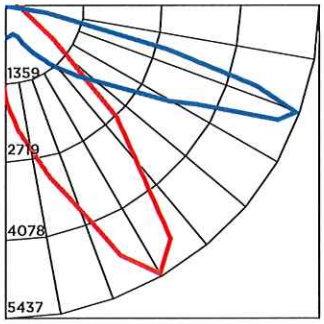
ISO FOOTCANDLE PLOT



10' Mounting Height / 10' Grid Spacing

5 FC 2 FC 1 FC 0.5 FC

POLAR CURVE



XWM-FT-LED-6L-40

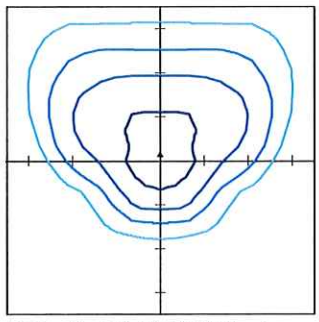
LUMINAIRE DATA

Type FT Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	6,058
Watts	44.7
Efficacy	136
IES Type	Type IV - Short
BUG Rating	B1-U0-G2

Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	779.0	12.9%
Medium (30-60)°	2584.4	42.7%
High (60-80)°	2523.2	41.7%
Very High (80-90)°	170.8	2.8%
Uplight (90-180)°	0.0	0.0%
Total Flux	6057.4	100.0%

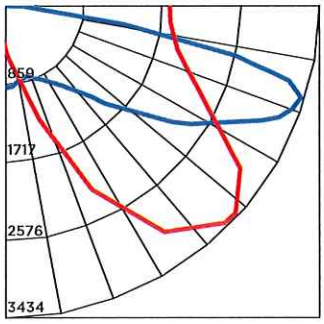
ISO FOOTCANDLE PLOT



10' Mounting Height / 10' Grid Spacing

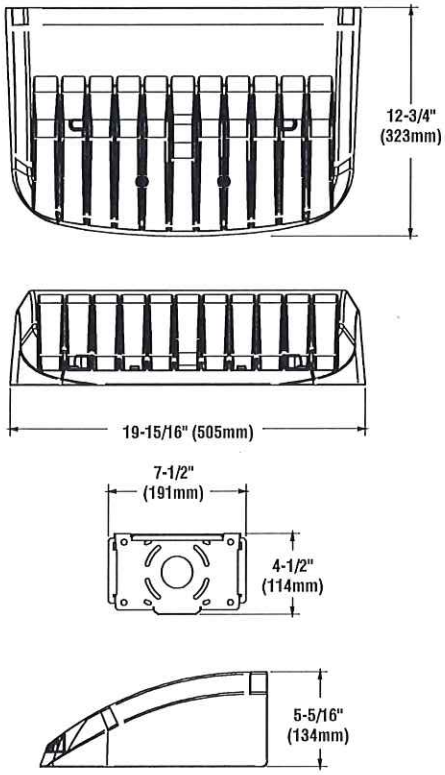
5 FC 2 FC 1 FC 0.5 FC

POLAR CURVE



PRODUCT DIMENSIONS

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CONTROLS

AirLink Wireless Lighting Controller

The AirLink integrated controller is a California Title 24 compliant lighting controller that provides real-time light monitoring and control with utility-grade power monitoring. It includes a 24V sensor input and power supply to connect a sensor into the outdoor AirLink wireless lighting system. The wireless integrated controller is compatible with this fixture.

Click here to learn more about AirLink.

Integral Bluetooth™ Motion and Photocell Sensor (IMSBT)

Slim low profile sensor provides multi-level control based on motion and/or daylight. Sensor controls 0-10 VDC LED drivers and is rated for cold and wet locations (-30° C to 70° C). Two unique PIR lenses are available and used based on fixture mounting height. All control parameters are adjustable via an iOS or Android App capable of storing and transmitting sensor profiles.

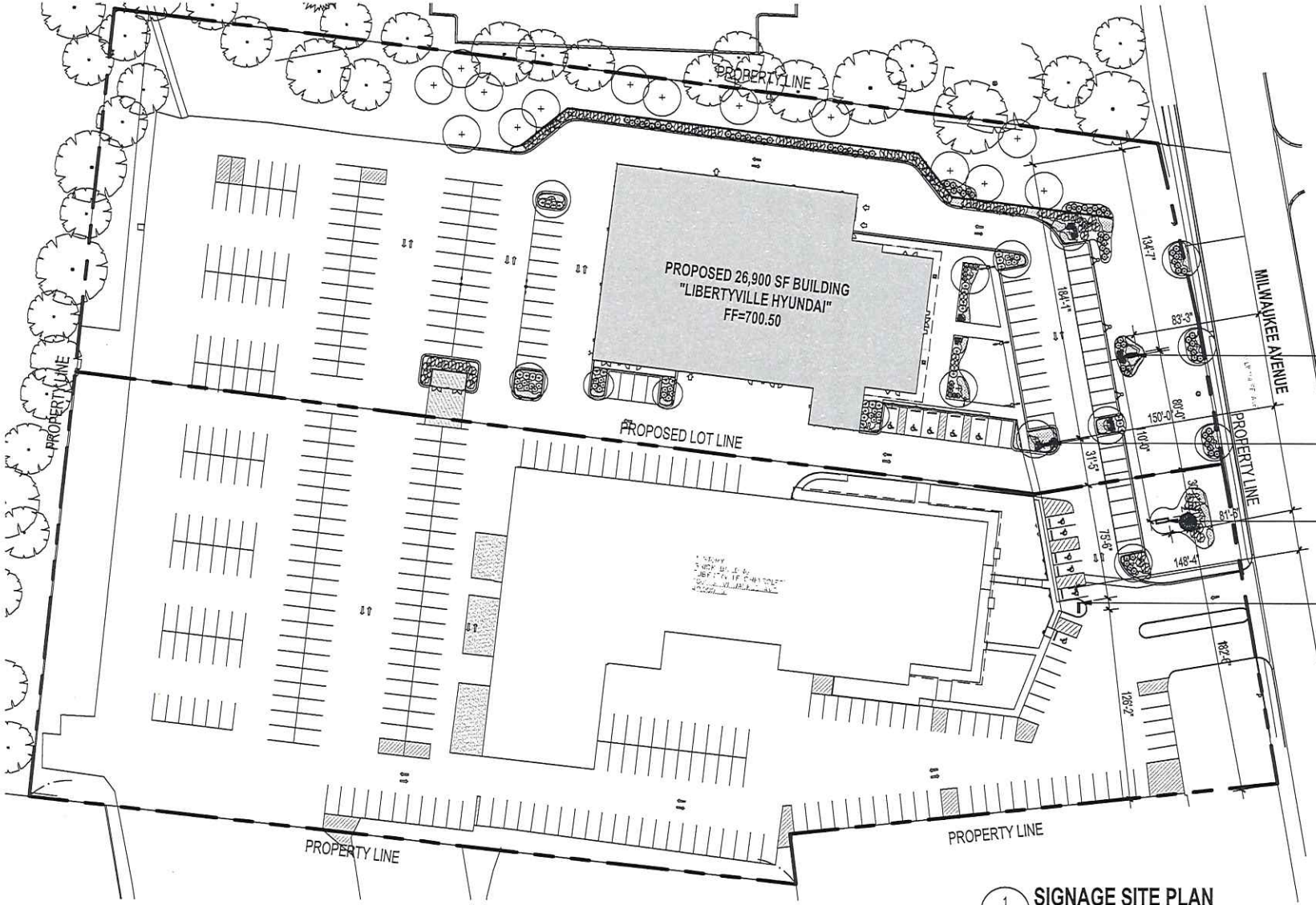
Click here to learn more about IMSBT.

AirLink Blue

Wireless Bluetooth Mesh Outdoor Lighting Control System that provides energy savings, code compliance and enhanced safety/security for parking lots and parking garages. Three key components; Bluetooth wireless radio/sensor controller, Time Keeper and an iOS App. Capable of grouping multiple fixtures and sensors as well as scheduling time-based events by zone. Radio/Sensor Controller is factory integrated into Area/Site, Wall Mounted, Parking Garage and Canopy luminaires.

Click here to learn more about AirLink Blue.

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DESCRIPTION	HEIGHT	AREA (PER SIGN FACE
PYLON SIGN NO. 1	20'-0"	103.85 SF
PYLON SIGN NO. 2	EXISTING	EXISTING
DIRECTIONAL SIGN NO. 1	3'-0"	7.34 SF
DIRECTIONAL SIGN NO. 2	EXISTING	EXISTING

*SEE CIVIL AND LANDSCAPE DRAWINGS FOR ADDITIONAL SITE INFORMATION

PYLON SIGN NO. 1
PROPOSED HYUNDAI PYLON SIGN

DIRECTIONAL SIGN NO. 1
PROPOSED HYUNDAI GROUND MOUNTED SIGN

PYLON SIGN NO. 2
EXISTING LIBERTYVILLE CHEVY PYLON SIGN TO REMAIN

DIRECTIONAL SIGN NO. 2
EXISTING LIBERTYVILLE CHEVY GROUND MOUNTED SIGN TO REMAIN

1 / AS0.1 **SIGNAGE SITE PLAN**
SCALE: 1/64" = 1'-0"

STUDIO 222 ARCHITECTS
222 S MORGAN ST, SUITE 4B, CHICAGO, IL 60607
PHONE: 312.850.4970, WEBSITE: S222ARCH.COM

LIBERTYVILLE HYUNDAI
MILWAUKEE AVENUE, LIBERTYVILLE, IL

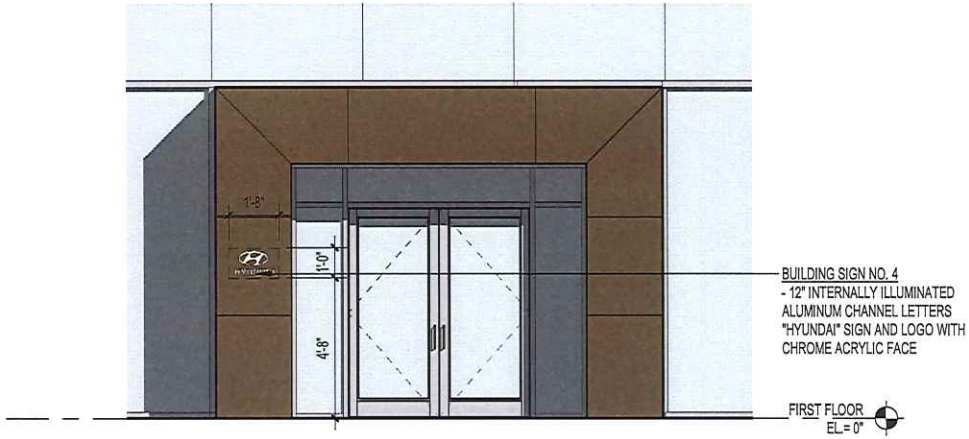
PD/PC SUBMITTAL REVISION NO. 2	01/24/2022
PD/ARC SUBMITTAL REVISION NO. 1	12/10/2021
PLANNED DEVELOPMENT SUBMITTAL	10/29/2021

PROJECT NUMBER: 21030

AS0.1

DESCRIPTION	HEIGHT	AREA
BUILDING SIGN NO. 1	24'-0"	95.33 SF
BUILDING SIGN NO. 2	17'-6"	34.89 SF
BUILDING SIGN NO. 3	15'-0"	17.67 SF
BUILDING SIGN NO. 4	5'-8"	1.60 SF

WALL SIGNS AREA CALCULATION
BUILDING FACADE AREA - 3,500 SF
ALLOWABLE TOTAL SIGNAGE AREA - 3,500X.25 = 825 SF FOR ALL SIGNS, OR NOT MORE THAN 100 SF FOR ANY INDIVIDUAL SIGN



2 / AS2.0 **ENTRY ELEMENT SIGNAGE**
SCALE: 1/4" = 1'-0"



1 / AS2.0 **BUILDING SIGNAGE (EAST ELEVATION)**
SCALE: 1/16" = 1'-0"

STUDIO 222 ARCHITECTS
222 S MORGAN ST, SUITE 4B, CHICAGO, IL 60607
PHONE: 312.850.4970, WEBSITE: S222ARCH.COM

LIBERTYVILLE HYUNDAI
MILWAUKEE AVENUE, LIBERTYVILLE, IL

PD/PC SUBMITTAL REVISION NO. 2	01/24/2022
PD/ARC SUBMITTAL REVISION NO. 1	12/10/2021
PLANNED DEVELOPMENT SUBMITTAL	10/29/2021

PROJECT NUMBER: 21030

AS2.0

CASE NOS.: PC 21-32 Special Use Permit for Planned Development
PC 21-33 Planned Development Concept Plan & Final Plan
PC 21-34 Preliminary and Final Plat of Subdivision

DATE FILED: October 29, 2021

REQUESTED ACTION:

PC 21-32 Request is for a Special Use Permit for a Planned Development in order to develop a New Vehicle Dealer, with accessory Used Vehicle Sales/Leasing, Vehicle Repair, and Outdoor Display and sales of such vehicles for sale/lease, excluding Mobile Homes for property located at 1001 South Milwaukee Avenue in a C-5, Vehicle Dealer Commercial District.

PC 21-33 Request is for a Planned Development Concept Plan and Final Plan Simultaneous Submission in order to develop a New Vehicle Dealer, with accessory Used Vehicle Sales/Leasing, Vehicle Repair, and Outdoor Display and sales of such vehicles for sale/lease, excluding Mobile Homes for property located at 1001 South Milwaukee Avenue in a C-5, Vehicle Dealer Commercial District.

PC 21-34 Request is for a Preliminary and Final Plat of Subdivision Simultaneous Submission in order to develop a New Vehicle Dealer, with accessory Used Vehicle Sales/Leasing, Vehicle Repair, and Outdoor Display and sales of such vehicles for sale/lease, excluding Mobile Homes for property located at 1001 South Milwaukee Avenue in a C-5, Vehicle Dealer Commercial District.

APPLICANT INFORMATION:

Applicant:	Libertyville Hyundai
Owner:	CESM, LLC
Agent:	Matthew E. Norton, Esq.
Address:	1001 S. Milwaukee Avenue

SITE INFORMATION:

Location:	The property is commonly known as 1001 S. Milwaukee Avenue
Current Zoning and Land Use:	C-5, Vehicle Dealer Commercial District
Size:	The subject site is located on approximately 8.7 acres.
Surrounding Zoning:	
North:	IB Institutional Buildings District
South:	C-5 Vehicle Dealer Commercial District
East:	C-4 Shopping Center Commercial District

West:	IB Institutional Buildings District
Land Use Plan:	Destination Commercial Corridor (DCC)
Road Classification:	State Route 21 (Milwaukee Avenue) is a State of Illinois owned and maintained road, classified as an Arterial Street.
Physical Characteristics:	The site currently has a one story brick building currently occupied by Libertyville Chevrolet vehicle dealership with ancillary parking.

STAFF ANALYSIS:

Petitioner's Request and Background:

The Plan Commission may recall that the petitioner, Libertyville Hyundai, was before them at their January 10, 2022 meeting to request approval for a Special Use Permit for a Planned Development, a Planned Development Concept Plan and Final Plan Simultaneous Submission, and a Preliminary and Final Plat of Subdivision Simultaneous Submission in order develop a New Vehicle Dealer, with accessory Used Vehicle Sales/Leasing, Vehicle Repair, and Outdoor Display and sales of such vehicles for sale/lease, but excluding Mobile Homes for property located at 1001 South Milwaukee Avenue in a C-5, Vehicle Dealer Commercial District.

During the course of the January 10, 2022 Plan Commission public hearing the petitioner gave their presentation, testimony was heard, questions were asked by the Plan Commission and the case was then continued to February 14, 2022 in order to provide the opportunity to the petitioner to make revisions to their plans. Subsequently, revised plans have been submitted and reviewed by Staff.

Regarding the Planned Development:

Planned Developments are included in the Libertyville Zoning Code as a distinct category of special permit uses. As such, they are authorized in the Residential, Commercial, Office, Industrial, and IB Institutional Buildings Districts for the same general purposes as all other special permit uses. The planned development technique is intended to allow the relaxation of applicable requirements or otherwise considered as *deviations* from Zoning Code requirements. This special regulatory technique is included in the Zoning Code in recognition of the fact that traditional use, bulk, space, setback, and yard regulations may impose inappropriately rigid regulations upon the development or redevelopment of parcels or areas that lend themselves to an individual, planned approach.

The petitioner is requesting the following deviations from the Zoning Code as part of the proposed Special Use Permit for the Planned Development:

1. A reduction of the minimum required lot width from 250 feet to approximately 215 feet for each of the two newly created lots.
2. A reduction of the minimum required side yard setback of 50 feet to approximately 24 feet from the interior side property line for each lot.
3. A reduction of the minimum required side yard setback for parking of 25 feet to zero (0)

feet for the existing dealership of the proposed Lot 2.

4. A reduction of the required perimeter landscaped open space width of 15 feet along the side lot lines to zero (0) feet for the interior side lot lines between the two properties for each lot.
5. An increase in the number of permitted wall signs from two to four.
6. An increase in the maximum permitted size of directional signage.
7. A reduction of the freestanding sign setback from the side property line from 55 feet to approximately 30 feet for one existing pylon sign and for one proposed directional sign.
8. A reduction in the required parking lot screening in front of the front parking lot.
9. A reduction in the minimum required interior parking lot landscaping.

Parking Requirement:

The minimum number of required parking spaces shall be provided. Provided that the total floor area for Hyundai is just under 29,000 square feet and the total floor area for Libertyville Chevrolet is approximately 44,500 square feet in floor area. Vehicle storage areas devoted to new vehicle inventory shall not be considered as required parking spaces for customers, employees and vehicles waiting for service.

Land Use	Required Parking	Provided Parking
Libertyville Hyundai	116 parking spaces	136 parking spaces
Libertyville Chevrolet	178 parking spaces	260 parking spaces

Regarding the Appearance Review Commission:

Please note that the petitioner has appeared before the Appearance Review Commission at their November 15, 2021, and December 20, 2021, meetings. The ARC recommendations are listed in the attached meeting minutes.

Staff notes that the petitioner has needed to change the exterior materials from precast concrete to masonry in response to increased lag time in the shipment of construction materials. In terms of the exterior appearance there does not appear to be noticeable difference between the precast and masonry materials. It is Staff's opinion that the petitioner would not need to go back to the Appearance Review Commission due to the facades being similar.

Staff offers the following review comments for applicant and Plan Commission consideration. Staff supports a Planned Development for this site to allow for construction of a new auto dealership. However, as the application is for Preliminary/Final, there are a number of items that need to be addressed prior to the issuance of any permits for construction.

PLANNING DIVISION COMMENTS:

1. At the time of construction permit application submittal please verify all parking area paving is less than 5% slope per Zoning Code subsection 26-10-1.4(d)(7).

BUILDING DIVISION COMMENTS:

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

1. Provide complete construction permit documents signed/sealed by an IL Licensed

Architect prior to building permit review.

2. Indicate how the 24ft and 27ft fire separation distances to the new property lines comply for both the proposed and existing buildings related to protected/non-protected wall openings, fire rated exterior walls, and other requirements per 2018 IBC 506, 601, 705, 716, etc.
3. Provide calculations for water service size, plbg fixtures and sprinkler system.
4. Provide occupancy calculations based on sq ft area, bathroom fixtures per IL Plbg Code, and exit capacity; and indicate how the most restrictive shall comply.
5. The retaining wall detail appears to show a 9ft drop down to the ground below. Retaining walls more than 18" above the grade below and within three feet of paving, grass and other walking surfaces shall show compliance with 2018 IBC 1015.2 and shall have 42" high guards/fences.
6. The car wash room requires an exit door. The overhead garage doors do not count as exit doors.

FIRE DEPARTMENT COMMENTS:

1. Buildings will require sprinkler and fire alarm systems.
2. Ensure that landscaping does not block or obscure Fire Department connections or external notification devices.

ENGINEERING DIVISION COMMENTS:

The following comments shall be addressed prior to adoption of an Ordinance to Approve the Final Plat:

1. Review and approval by the Illinois Department of Transportation (IDOT) is required for this project because of the proposed subdivision of property adjacent to State right-of-way and the proposed construction of an additional building on the property, generating an increase in traffic volumes. The IDOT review will determine if any modifications are required to the existing access point and may identify additional items to be addressed. Please CC the Village Engineering Division on all correspondence with IDOT.

   Applicant response to Comment #1: Acknowledged, submittal to IDOT will occur shortly, and the Village will be updated as necessary.

   Village Response: Comment remains. The Village has yet to receive confirmation that an IDOT submittal has occurred.

2. Provide a certificate on the Plat for execution by IDOT. Village approval of the Final Plat will be conditioned on its approval by IDOT.
   Please Note: Adoption of a Village Ordinance approving the Final Plat cannot proceed until IDOT has executed the Plat.

   Applicant response to Comment #2: Acknowledged.

   Village Response: Comment remains. The requested IDOT certificate block has not been added to the Plat. Please add the certificate on the Plat for execution by IDOT, and note

that Adoption of a Village Ordinance approving the Final Plat cannot proceed until IDOT has executed the Plat.

3. Various easements will be required for this development, and the Final Plat shall be revised to provide delineations and provisions for the following easements, at a minimum:
   a. Cross-Access Easements for the mutual benefit of Lots 1 and 2. It is noted that all ingress and egress for Lot 1 must occur through Lot 2. Additionally, the turning exhibits show that operations and emergency access for each lot will require vehicular access across the other. It appears that a blanket easement over each of the two lots would be appropriate to address this item.
   b. Private Utility Easement (for the Lot 1 Sanitary service located on Lot 2)
   c. Stormwater Management Easement for the stormwater management system(s) within the subdivision property (including the existing and proposed storm sewer, overland flow paths, and permeable paver system).
   d. Optional: Public Utility Easements may be appropriate for accommodating existing and/or new dry utilities (electric, communications, gas). A blanket easement may be considered to address this item.

   Note: Engineering Division staff has preferred easement provisions language that can be provided.

   Applicant response to Comment #3a, #3b, #3c, and #3d: Acknowledged, Village Easement provisions have been added accordingly.

   Village Response: Comment remains. No easements have been added to the Final Plat. The Final Plat appears to remain unchanged from the original submittal.

5. Provide a draft Declarations of Covenants, Conditions, and Restrictions document for our review and approval. The Declarations will need to be finalized before adoption of a Village Ordinance approving the Final Plat.

   Applicant response to Comment #5: Based on further discussions with the Village Engineer, the Applicants will include the language for the cross-access easements, stormwater easements, and other easements and the language allocating maintenance responsibilities between the two lots, on the face of the Plat of Subdivision. This language will be based on the Village's standard plat of subdivision easement provisions, will be subject to review and approval by the Village Engineer and Village Attorney, and will be finalized before adoption of a Village Ordinance approving the Final Plat of Subdivision. This is a two-lot subdivision, with no commonly owned outlots. It does not need and will not have an owners association. For a small and simple Planned Development like this, a Declaration of CCR's and an owners association would create expenses and administrative burdens that are unnecessary

   Village Response: Comment remains. It is generally acceptable to the Village for the owners to formalize shared maintenance and access rights and obligations on the Plat of Subdivision, as described in the Applicant's response above. Please add these items to the Final Plat accordingly for Village staff review and approval.

6. Provide a maintenance plan for the stormwater management system for our review, which shall include maintenance requirements for all elements of the stormwater management system within the subdivision (including the permeable pavers). The approved stormwater management maintenance plan shall be an exhibit to the Declarations.

   Applicant response to Comment #6: An Operations & Maintenance plan is now included with this submittal as requested.

   Village Response: Comment remains. As the stormwater management system (including the permeable pavers) are located on both lots, it must be clear which owner has maintenance responsibilities for each portion of the system. The approved stormwater management maintenance plan shall be referenced within the provisions of the Final Plat.

The following additional comments shall be addressed prior to issuance of a site development permit:

8. Further survey work is required to confirm the existing storm sewer network. The current topographic survey should be updated with enough information to properly assess the existing drainage patterns. Most notably, the existing storm sewer from the proposed connection point to the IDOT ROW should be investigated and shown in detail, which will require debris to be cleared from the existing structures. There is also an undetermined storm sewer extending toward the NE corner of the site, which should be investigated and clarified.

   Applicant response to Comment #8: Acknowledged. It should be noted that the proposed drainage
   conditions will match existing drainage conditions and patterns. Existing drainage throughout the site appear to be functional and currently no drainage issues exists. However, additional investigative work is being completed and will be incorporated once received.

   Village Response: Comment remains for reference.

9. The Storm Sewer Modeling Analysis assumes that there is a free-flow release at the connection point where Lot 1 connects to existing storm sewer on Lot 2. The physical characteristics and hydraulic properties of the storm sewer system downstream from this connection point are unknown. Per the comment above, the existing storm sewer network needs to be determined via additional survey, particularly from this proposed connection point until where existing sewer on Lot 2 connects to the public storm sewer. The entire storm system (Lot 1 and Lot 2) should be modeled together, because the two lots are a Planned Development and will have a shared drainage system.

   Applicant response to Comment #9: Acknowledged. It should be noted that the proposed drainage
   conditions will match existing drainage conditions and patterns. Existing drainage throughout the site appear to be functional and currently no drainage issues exists. However, additional investigative work is being completed and will be incorporated once received.

   Village Response: Comment remains for reference.

10. Show all existing utilities on the plans, including the water and sanitary services for the existing building and the entire existing storm sewer network, as noted above.

    Applicant response to Comment #10: Acknowledged. It should be noted that the proposed drainage conditions will match existing drainage conditions and patterns. Existing drainage throughout the site appear to be functional and currently no drainage issues exists. However, additional investigative work is being completed and will be incorporated once received.

    Village Response: Comment remains for reference.

11. Show the proposed grading on the Tree Protection & Removal Plan (Sheet L.1), to verify that the proposed barrier fencing along the north property line is not in conflict with the necessary grading activities. Also identify additional measures (e.g. root pruning) that should be provided for the protection of the existing trees.

    Applicant response to Comment #11: Per the comment, we have shown the proposed grading on the Tree Protections & Removal Plan (Sheet L.1). We have also added a note about root pruning any tree roots encountered over 1.5" in diameter.

    Village Response: Comment remains. Proposed contours on Sheet L.1 and L.2 do not seem to match the proposed contours shown on sheet C2.0 or sheet C2.1. Please resolve the discrepancy and confirm that the same swale contours are used on the Civil Plans, Landscape Plans, and stormwater calculations.

13. All review comments provided within the attached Civiltech Technical Memorandum shall be addressed. Provide document revisions as necessary, along with an itemized written response to each comment.

    Applicant response to Comment #13: Acknowledged.

    Village Response: Comment remains for reference. An updated Technical Memorandum from Civiltech has been provided.

14. All review comments provided within the attached Christopher B. Burke Engineering, Ltd. review letter shall be addressed. Provide document revisions as necessary, along with an itemized written response to each comment.

    Applicant response to Comment #14: Acknowledged.

    Village Response: Comment remains for reference. An updated review letter from CBBEL has been provided.

16. The approved Final Plat shall be fully executed and recorded.

    Applicant response to Comment #16: Acknowledged.

    Village Response: Comment remains for reference.

18. The project will require the submittal of a Watershed Development Permit application, along with all corresponding supporting documents (i.e. final engineering plans, stormwater calculations, cost estimates, etc.).

    Applicant response to Comment #18: Acknowledged.

    Village Response: Comment remains for reference.

23. Retaining Wall plans will need be signed and sealed by an Illinois Licensed Structural Engineer.

    Applicant response to Comment #23: Acknowledged. A signed & sealed retaining wall plan will be provided prior to permit issuance.

    Village Response: Comment remains for reference.

24. Provide completed IEPA Sanitary Permit application forms for our review and execution, or provide the sanitary flow calculations which confirm that a permit is not necessary.

    Applicant response to Comment #24: Requested IEPA permit forms are included in this submittal for review & signature.

    Village Response: The Village will coordinate separately regarding the IEPA Sanitary application forms.

25. Provide the NPDES Permit for this development.

    Applicant response to Comment #25: Acknowledged. The NPDES permit will be provided upon receipt.

    Village Response: Comment remains for reference.

New Comments from Engineering Division:

26. There appear to be portions of underdrain shown as back-pitched. The underdrain at the NE stalls is proposed at invert elevation 695.30, but connects to the downstream storm manhole at 695.80. The underdrain at the SE stalls is proposed at invert elevation 694.80, but connects to the downstream storm manhole at 695.30. Please clarify.

27. Additional grading detail should be provided along the ADA accessible route, showing spot grades and slopes defining all ramps and landings.

28. There are discrepancies in the swale grading between sheet C2.0, Sheet L.1, and the swale cross section (D-D). See Below:
    a. The proposed contours shown on L.1 seem to show a narrower swale than contours on Sheet C2.0. The flat swale bottom on sheet L.1 seems to be approximately 5' wide, while the Proposed Cross Section D-D shows a flat swale bottom of 14' wide. Please clarify.

b. The grading shown on Sheet C2.0 and proposed Cross Section D-D seems to conflict with the tree protection fence on sheet L.1. Please clarify.

29. The proposed spot grades for the sidewalk adjacent to the NE corner of the building seem to show water being trapped against the building. Please adjust the grading to drain away from the building.

30. It is recommended that the design engineer explore the option of providing a 6" sanitary service at 1.0% in lieu of the proposed 8" service at 0.5%, to achieve cleansing velocity.

31. Additional comments should be anticipated at time of permit submittal.

STAFF RECOMMENDATION -- PRIOR TO PUBLIC HEARING:

Regarding **PC 21-32**, Staff recommends **APPROVAL** for a Special Use Permit for a Planned Development in order to develop a New Vehicle Dealer, with accessory Used Vehicle Sales/Leasing, Vehicle Repair, and Outdoor Display and sales of such vehicles for sale/lease, excluding Mobile Homes for property located at 1001 South Milwaukee Avenue in a C-5, Vehicle Dealer Commercial District subject to the following conditions:

Regarding **PC 21-33**, Staff recommends **APPROVAL** for a Planned Development Concept Plan and Final Plan Simultaneous Submission in order to develop a New Vehicle Dealer, with accessory Used Vehicle Sales/Leasing, Vehicle Repair, and Outdoor Display and sales of such vehicles for sale/lease, excluding Mobile Homes for property located at 1001 South Milwaukee Avenue in a C-5, Vehicle Dealer Commercial District subject to the following conditions:

1. That the following items be addressed prior to adoption of an Ordinance to Approve the Final Plat:
   i. Access and maintenance easements, rights, and obligations shall be addressed on the Final Plat in accordance with the comments in the Development Review Committee Staff report dated February 8, 2022.
2. That the following items be addressed prior to Village execution of the Final Plat:
   i. The Final Plat shall be approved and executed by the Illinois Department of Transportation.
3. That the following items be addressed prior to final engineering approval or the issuance of a site development permit:
   i. The comments within the Development Review Committee Staff Report dated February 8, 2022, including all referenced review comments provided by consultants, are satisfactorily addressed.

Regarding **PC 21-34**, Staff recommends **APPROVAL** for a Preliminary and Final Plat of Subdivision Simultaneous Submission in order to develop a New Vehicle Dealer, with accessory Used Vehicle Sales/Leasing, Vehicle Repair, and Outdoor Display and sales of such vehicles for sale/lease, excluding Mobile Homes for property located at 1001 South Milwaukee Avenue in a C-5, Vehicle Dealer Commercial District subject to the following conditions:

1. That the following items be addressed prior to adoption of an Ordinance to Approve the Final Plat:
   i. Access and maintenance easements, rights, and obligations shall be addressed on the Final Plat in accordance with the comments in the Development Review Committee Staff report dated February 8, 2022.
2. That the following items be addressed prior to Village execution of the Final Plat:
   i. The Final Plat shall be approved and executed by the Illinois Department of Transportation.
3. That the following items be addressed prior to final engineering approval or the issuance of a site development permit:
   i. The comments within the Development Review Committee Staff Report dated February 8, 2022, including all referenced review comments provided by consultants, are satisfactorily addressed.

Minutes of the December 20, 2021, Appearance Review Commission Meeting

ARC 21-59 Ed & Leo, LLC and CESM, LLC, Applicants.
1001 S. Milwaukee Avenue

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

Mr. John Madeja and Mr. Larry Glasscock, authorized agents for Ed & Leo LLC, and CESM, LLC, presented the proposed building façades, landscaping, lighting and signage for 1001 S. Milwaukee Avenue. After listening to the feedback from the previous meeting, Mr. Madeja stated they have revised the Site Plan for the Hyundai dealership. Mr. Madeja stated these changes include relocating the building as far north as possible, given the setback constraints. Mr. Madeja stated they were only able to move the building a few feet, as topographic challenges started to come into play, too. Mr. Madeja stated the main change that improves the traffic between the two buildings is relocating the Hyundai service entry into the north side of the building and fully enclosing any service traffic. Mr. Madeja stated the new vehicle delivery area is relocated to the southern side of the building. Mr. Madeja stated other changes include relocating the building further west to abide by the required building setback and removing the vehicle display pod in the Milwaukee Avenue right-of-way. Mr. Madeja stated the landscape has changed to conform to the new site plan. Mr. Madeja stated the pylon sign has been relocated further south to have more visibility, but still be located far enough away from the Chevrolet sign. Mr. Madeja stated the design elements for the elevations have not changed from the previous submittal, but the signage is now mirrored onto the building. Mr. Madeja explained how the material sample board relates to the proposed building elevations.

Mr. Glasscock stated he has reviewed the comment from the Village regarding additional trees along the northern property line and is committed to installing them. Mr. Glasscock stated other plantings near the street include additional plantings, such as parkway trees, low-shrubs, and perennials. Mr. Glasscock stated trees on the northern property line are designed to work well with the surrounding environment and heavy plantings are proposed near the retaining wall to prevent individuals from walking over the edge. Mr. Glasscock stated the plantings near the retaining wall have been provided to soften the corner and present a nice approach from Milwaukee Avenue. Mr. Glasscock stated plantings have been proposed around the pylon sign in accordance with the Zoning Code and each tree island has been densely planted.

Chairman Robbins requested further background on Item #1 on the Staff Report. Mr. Sandine confirmed Mr. Glasscock has reviewed Item #1 on the Staff Report. Mr. Glasscock stated he understands there is a perimeter parking lot screening requirement, but the auto dealership does not want to have a visual barrier that blocks the merchandise. Mr. Sandine stated he understands their concerns, but the Appearance Review Commission does not have the authority to waive this requirement. Mr. Sandine explained this property is proposed to be within a Planned Development and the applicant can request relief from the perimeter parking lot screening requirement at the Plan Commission. Commissioner Kollman confirmed the auto dealer will install the required number of trees on the northern property line. Commissioner Galo questioned if there will be a fence installed. Mr. Glasscock stated there is not a fence proposed. Chairman Robbins provided context that the tree requirement is because this property owner cannot control what happens on the northern property line.

Mr. Madeja stated the Photometric Plan has been revised to comply with the 2.0-foot candle limitations at the southern property line. Chairman Robbins reiterated that any rooftop units will need to be fully screened on all sides. Commissioner Kollman questioned how the new vehicle delivery station will operate. Mr. Madeja stated he understands that this area will be the staging area for vehicles that have been purchased. Mr. Bret Matthews, authorized agent for Hyundai, stated this area is rarely utilized but it is required by the manufacturer. Commissioner Kollman stated he likes that the service entrance was relocated to the north side of the facility. Mr. Matthews stated he appreciated the suggestion and noted it makes business sense to make that change. Commissioner Rooney stated she appreciated their concerns to be addressed. Chairman Robbins stated he wishes the building could be closer to Milwaukee Avenue and hopes the pylon sign being shifted further south will help their presence. Chairman Robbins confirmed the auto turn analysis has been completed for the various vehicles to get around the site. Commissioner Galo confirmed the vehicles will be delivered via Golf Road. Commissioner Kollman confirmed they will be addressing the required number of plantings along the northern property line.

Commissioner Flader made a motion, seconded by Commissioner Rooney, to recommend the Plan Commission/Zoning Board of Appeals approve the application for building facades, landscaping, lighting, and signage at 1001 S. Milwaukee Avenue, subject to the following conditions: 1) Rooftop mechanical equipment to be screened to the full height of the equipment on all sides, and 2) Additional trees are planted along the northern property line to comply with the Perimeter Landscape Open Space requirement.

Motion carried 7- 0.

Minutes of the November 15, 2021, Appearance Review Commission Meeting

ARC 21-59 Ed & Leo, LLC and CESM, LLC, Applicants.
1001 S. Milwaukee Avenue

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

Mr. John Madeja and Mr. Bret Matthews, authorized agents for Ed & Leo LLC, and CESM, LLC, presented the proposed building façades, landscaping, lighting and signage for 1001 S. Milwaukee Avenue. Mr. Madeja stated the proposed development will be created by subdividing the existing Libertyville Chevy property into two sites. Mr. Madeja states the northern parcel will become the new Libertyville Hyundai dealership and the southern parcel will remain as the Libertyville Chevy dealership. Mr. Madeja stated the two parcels will be operated by two separate entities. Mr. Madeja stated the parking calculations have been updated to accommodate the parking spaces required by the Zoning Code. Mr. Madeja stated there will be 160 spaces for Libertyville Chevy and 98 spaces for Libertyville Hyundai. Mr. Madeja stated the architecture will be a new prototype building with open glass to showcase their signature vehicles. Mr. Madeja stated the front façade will have a signature sky-shape fascia, which is a metal panel that is in the shape of the sky. Mr. Madeja stated circulation of the site is through the Libertyville Chevy dealership and the service bays for both dealerships are along the same driveway. Mr. Madeja stated new landscape is proposed for the site and a new refuse enclosure has been proposed for the rear of the property. Mr. Madeja stated the parking spaces are along the same setback and in line with the rest of the parking spaces along Milwaukee Avenue. Mr. Madeja stated several parking spaces for the Libertyville Chevy site will

be updated to the current ADA standards. Mr. Madeja stated the drive aisle along the north of the property will require a retaining wall to accommodate a significant grade change. Commissioner Hartshorne confirmed the retaining wall will be made of concrete. Mr. Madeja stated the materials of the building will be clear anodized glass and aluminum composite metal paneling. Mr. Madeja stated the front of the building features horizontal panels near joints will be an EFIS material and the vertical panels near joints will be painted pre-cast. Mr. Madeja stated the height of the building complies with the Zoning Code standards at 26-feet. Mr. Madeja stated the fascia protrudes from the front façade by 5-feet and the vertical columns inside of the building represent trees that can be seen during the nighttime. Mr. Madeja stated the refuse enclosure will be a concrete block that matches the color of the dealership.

Mr. Madeja stated there are three (3) existing ground-mounted signs on the property. Mr. Madeja stated their proposal includes a 20-foot freestanding sign that measures 100 SF, along with a directional sign. Mr. Madeja stated there are four (4) building signs proposed and all of the signage meets the square footage allowed per the Zoning Code. Mr. Madeja stated the wall signage will be internally illuminated. Mr. Madeja stated it is unclear what the directional sign will say, but it expected one sign will indicate service and one sign will indicate showroom. Mr. Madeja stated the directional sign and small entry Hyundai sign will be non-illuminated, while the other signs will be illuminated.

Mr. Madeja stated the Landscape Architect is able to provide information on the interior parking lot landscaping calculations. Mr. Madeja stated there is very little landscaping proposed throughout the site. Mr. Madeja stated Hyundai is requesting a vehicle display pad near the freestanding sign along Milwaukee Avenue in order to showcase a prominent vehicle. Mr. Madeja stated new lighting will be proposed around the new building and throughout the site. Mr. Madeja stated they will revise the footcandles along the property lines to meet the Zoning Code standards. Mr. Madeja stated the color of the light fixtures will be dark bronze and measure 24-feet in height. Mr. Madeja stated the building mounted signage will be no more than 16-feet.

Mr. Madeja stated a sample-board can be provided ahead of the next meeting. Mr. Madeja stated the retaining wall is proposed to be concrete. Mr. Madeja stated the exhibits in the packet will be cleared up to show the same information. Mr. Madeja stated the four (4) mitigated parkway trees were proposed along the northern property line because the Landscape Architect assumed parkway trees would be a requirement.

Commissioner Burger questioned how the previously approved Libertyville Hyundai location relates to the proposed location. Mr. Matthews stated they are renting the existing location until the proposed location is constructed. Commissioner Burger noted there seems to be a pinch point near the two service entry locations. Commissioner Burger questioned how site circulation will move throughout the site. Mr. Madeja stated the service intake is internal with two bays that can fit three cars to stack. Mr. Madeja stated the service advisor will drive all of the vehicles within this area so customers will not be driving through this area. Commissioner Madeja questioned how people will circulate from the back of the site to the entrance/exit. Mr. Matthews stated customers stated there is an enormous amount of property for customers to circumnavigate the property. Commissioner Burger reiterated it seems a little tight near the service entrances. Mr. Matthews stated most customers will park near the entrance of the dealership and work with someone who will bring the vehicles to them. Commissioner Burger noted there is overflow parking in the rear

of the Libertyville Chevy and questioned if that area will be changed. Mr. Madeja stated fences will be removed to open up the area to public parking. Commissioner Galo questioned how close the two buildings will be from each other. Mr. Madeja stated there will be 24-feet to the property line and another 24-feet to Libertyville Chevy. Mr. Madeja stated it is a pinch point, but it will likely affect the Libertyville Chevy drivers needing to enter their service area. Mr. Madeja noted the existing service bays for Libertyville Chevy are next to an existing drive aisle so it is easier for them right now. Commissioner Galo questioned how the property will be accessible from Golf Road. Mr. Matthews stated they will own the access way from Golf Road. Mr. Madeja stated the main vehicle entry will be from Milwaukee Avenue but there is another entrance off Golf Road. Mr. Matthews stated deliveries currently come from Golf Road and will continue to do so in the future. Commissioner Rooney expressed concern regarding the space between the two service areas. Commissioner Burger stated the single entrance from Libertyville Chevy and Libertyville Hyundai will exacerbate the site circulation concerns. Mr. Madeja stated it will likely be difficult for a second curb cut to be approved by the Illinois Department of Transportation. Mr. Madeja stated they can look at widening the area between the two service areas. Chairman Robbins questioned the volume of service. Mr. Matthews stated approximately 40 cars will be serviced throughout the day but it is unlikely that 6 cars will be in at the same time. Chairman Robbins stated one of the headaches may be alleviated by bringing in the car dealers from Golf Road. Mr. Matthews stated they are open to removing a planting bed along the northern edge of Libertyville Chevy to provide more room for vehicles to navigate. Chairman Robbins recommended a building model of the Libertyville Chevy dealership be placed next to a model of the Libertyville Hyundai dealership to show the scale and space between them. Chairman Robbins confirmed the wall closest to the service bay is an EFIS material. Chairman Robbins stated an EFIS wall will likely struggle with the elements and snowplows. Mr. Matthews stated he has installed this type of system in other locations and he has been able to keep the materials clean. Mr. Matthews stated they are trying to accommodate requirements from Hyundai and the Village of Libertyville, while still being done the correct way. Chairman Robbins stated the Village will work diligently with the petitioner to have a design that works for all parties. Chairman Robbins stated it is likely that bollards will be installed to protect the edge of the building, which further pinches the drive aisles. Mr. Matthews stated he has a similar facility on a smaller location. Chairman Robbins stated it is important to understand how this facility will operate at this location. Commissioner Rooney stated she appreciates the offer to remove some of the curbing to allow for a wider drive aisle. Chairman Robbins suggested looking at that area to see the design constraints.

Chairman Robbins requested the applicant address the Staff report comments and concerns. Mr. Madeja stated the 200-foot setback is measured to the face of the wall and the overhand encroaches 5-feet. Mr. Sandine stated the Zoning Code allows for awnings, canopies, and eaves to encroach 2-feet into a setback. Mr. Madeja stated they will be able to relocate the building accordingly. Chairman Robbins noted it will be important to keep the 5-foot overhang for several reasons. Chairman Robbins questioned the dimensions of certain parking spaces. Mr. Madeja stated they will be able to adjust the parking spaces so they can comply with the 19-foot requirement. Chairman Robbins stated the vehicle display pod is not a permitted encroachment. Mr. Matthews stated they will not install the vehicle display pod and noted Milwaukee Avenue does not have other cars on the grass strip. Chairman Robbins questioned if the mitigation trees are required. Mr. Sandine stated the Zoning Code does not require parkway mitigation trees, but it does require Perimeter Landscape Open Space. Mr. Sandine stated the formula for landscaping is based on the length of the property line. Mr. Madeja stated there is a strong line of trees along the northern

property line. Mr. Madeja stated they will look at the existing landscaping and how it relates to the requirements. Chairman Robbins stated the photometrics will need to be worked out with Staff. Chairman Robbins questioned the location of mechanical equipment. Mr. Madeja stated it will be located on the rooftop and there is a 3-foot parapet that will help cover them. Chairman Robbins stated there is a requirement to screen the equipment to the full height on all sides. Chairman Robbins confirmed the roof drains are internal. Chairman Robbins questioned if lighting will be on the soffit. Mr. Madeja stated the overhand will have down-lit lighting and it is included within the Photometric Plan.

Commissioner Rooney and Commissioner Flader departed the Appearance Review Commission meeting to tend to other obligations.

Commissioner Kollman agreed that the parking pad near the freestanding sign would stick out on Milwaukee Avenue. Commissioner Kollman questioned if the sky-shaped fascia is flat or if it has contours. Mr. Madeja stated the puzzle pieces are flat. Commissioner Galo questioned if there are any potential issues with the signs directing customers. Mr. Madeja stated it is their intention to provide a ground mounted sign and differences in the building will assist in directing customers. Mr. Matthews stated they will make it very easy to direct customers to their desired locations. Commissioner Burger stated the Libertyville Chevy and Libertyville Hyundai buildings will look nothing alike – in terms of colors and materials. Chairman Robbins stated he is okay with the differences. Chairman Robbins stated he doesn't want to see this as homogenous but still wants to see a model for how the two buildings will relate. Chairman Robbins noted the Hyundai building is fighting for position and visibility along the northern site. Chairman Robbins questioned if there will be any stormwater concerns. Mr. Madeja stated they will not increase the impervious area over 400 SF, so they are not anticipating any additional stormwater work. Commissioner Galo stated that he would miss the building if he was driving south along Milwaukee Avenue. Chairman Robbins stated it will be important to have proper signage placement. Mr. Madeja stated they are struggling with distance setbacks that will not compete with the Libertyville Chevy sign. Chairman Robbins suggested moving the Chevy sign to the south side of the driveway so the Hyundai sign can be closer to the entrance.

Chairman Robbins stated that there are a few open items and questioned when the petitioner is scheduled for the Plan Commission. Mr. Sandine stated the applicant is requested a Planned Development Concept Plan and Planned Development Final Plan, which means the Appearance Review Commission will only review the materials once. Mr. Sandine stated the applicant is scheduled to appear before the Plan Commission on December 13, 2021. Mr. Sandine noted the Appearance Review Commission will need to complete their review and make a recommendation prior to the Plan Commission meeting. Commissioner Kollman suggested the Commission continue the application until December 2021 so that they can review the outstanding items and make a vote with all the relevant information properly reviewed. Chairman Robbins stated most of the open questions seem to revolve around the site and site amenities. Chairman Robbins noted the building and signage seem to be okay. Chairman Robbins noted there were a few landscaping items that still were unresolved. Mr. Matthews expressed concern with the timing of the continuation. Mr. Sandine stated one option that may help the applicant down the road is by submitting plans to the Building Division while still going through the entitlement process. Chairman Robbins stated the Commission is caught in an unfortunate timing situation where there is only one Plan Commission meeting in December and the applicant cannot advance without a

recommendation from the Appearance Review Commission. Commissioner Kollman stated the application is close, but it will take one more revision to ensure the additional information is reviewed and understood.

Commissioner Kollman made a motion, seconded by Commissioner Hartshorne, to continue the application for new building facades, landscaping, lighting, and signage at 1001 S. Milwaukee Avenue, to the Appearance Review Commission meeting on December 20, 2021.

Motion carried 5 - 0.

Agenda Item No. 3K

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	March 22, 2022
Agenda Item:	Consideration of a Resolution for Appropriation of Motor Fuel Tax (MFT) Funds in the amount of $500,000 for the 2022 Road Rehabilitation Program
Staff Recommendation:	Approve Resolution
Staff Contact:	Paul Kendzior, P.E., C.F.M., Director of Public Works

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Background: The 2022 Road Rehabilitation Program will be funded by the Motor Fuel Tax (MFT) Fund (Acct. #07-0000-0-738). Within the MFT Fund, the FY 2022/23 Annual Budget allocates $500,000 of MFT Funds and $446,279 of Rebuild Illinois Bond Funds for this year's project. State law requires that the Village obtain authorization from IDOT to expend these funds, and that a Resolution be approved to authorize appropriation. **The attached Resolution is for the appropriation of $500,000 of Motor Fuel Tax Funds for the Annual Road Rehabilitation Program**.

Staff recommends approval of the attached IDOT standard Resolution (BLR Form 09110) to appropriate MFT funds in the amount of $500,000 and authorize certification by the Village Clerk.

Illinois Department of Transportation

Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

☐ Yes ☒ No

Resolution Type	Resolution Number	Section Number
Original		22-00125-00-RS

BE IT RESOLVED, by the President and Board of Trustees (Governing Body Type) of the Village (Local Public Agency Type) of Libertyville (Name of Local Public Agency) Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract (Contract or Day Labor).

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Briarwood Lane	0.23		Greentree Parkway	Greentree Parkway
Spruce Court	0.03		Greentree Parkway	Dead End
Oak Street	0.07		W. Austin Avenue	Rockland Road
Circle Drive	0.04		W. Rockland Road	Dead End
Sunnyside Place	0.13		S. Stewart Avenue	Milwaukee Avenue
Havenwood Drive	0.07		Harms Avenue	Dymond Road
Havenwood Court	0.08		Havenwood Drive	Dead End
American Way	0.23		US RT. 45	Winchester Road
Old Peterson Road	0.37		400' W. of Butterfield Rd.	Dead End
Commerce Drive	0.32		Franklin Blvd.	Harris Road
Florence Court	0.15		S. Stewart Avenue	West End
West Ellis Avenue (PCC Patching)			W. Winchester Road	500' S of Winchester Rd
Fifth Avenue (PCC Patching)			Park Avenue	Church Street
School Street (C&G Replacement)			Milwaukee Avenue	School St Park Lot Entran

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

pavement removal, hot-mix asphalt binder course, hot-mix asphalt surface course, base course patching, sidewalk removal and replacement, spot curb and gutter removal and replacement, driveway pavement removal and replacement, landscape restoration and other associated improvements.

Illinois Department of Transportation

Resolution for Improvement Under the Illinois Highway Code

2. That there is hereby appropriated the sum of Five Hundred Thousand and 00/100 Dollars ($500,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, _____ (Name of Clerk) Village (Local Public Agency Type) Clerk in and for said Village (Local Public Agency Type)

of Libertyville (Name of Local Public Agency) in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees (Governing Body Type) of Libertyville (Name of Local Public Agency) at a meeting held on March 22, 2022 (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ (Day) day of _____ (Month, Year).

(SEAL)

Clerk Signature | Date

Approved

Regional Engineer
Department of Transportation | Date

Instructions for BLR 09110 - Page 1 of 2

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax(MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Is this project a bondable capital improvement?	Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.
Resolution Number	Enter the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box choose the type of resolution: - Original would be used when passing a resolution for the first time for this project. - Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions. - Amended would be used when a previously passed resolution is being amended.
Section Number	Insert the section number of the improvement the resolution covers.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.
LPA Type	From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Contract or Day Labor	From the drop down choose either Contract or Day Labor.
Roadway/Street Improvements:	
Name Street/Road	Insert the name of the Street/Road to be improved. For additional locations use the Add button.
Length	Insert the length of this segment of roadway being improved in miles.
Route	Insert the Route Number of the road/street to be improved if applicable.
From	Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.
To	Insert the ending point of the improvement as it relates to the Street/Road listed to the left.
Structures:	
Name Street/Road	Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.
Existing Structure No.	Insert the existing structure number this resolution covers, if no current structure insert n/a.
Route	Insert the Route number on which the structure is located.
Location	Insert the location of the structure.
Feature Crossed	Insert the feature the structure crosses.
1	Insert a description of the major items of work of the proposed improvement.
2	Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ().

Instructions for BLR 09110 - Page 2 of 2

Name of Clerk	Insert the name of the LPA clerk.
LPA Type	Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	Insert the type of administrative body. choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day Clerk is signing the document.
Month, Year	Insert the month and year of the Clerk's signature.Seal The Clerk shall seal the document here.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation shall sign and date here once approved.

A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office. Following IDOT's approval, distribution will be as follows:

Local Public Agency Clerk
Engineer (Municipal, Consultant or County)
District

PASSED this ____ day of _____, 2022.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2022.

_____
Donna Johnson, Village President

ATTEST:

_____
Luke Stowe, Village Clerk

Agenda Item No. 3L

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	March 22, 2022
Agenda Item:	Consideration of a Resolution for Appropriation of Rebuild Illinois Bond Funds in the amount of $446,279 for the Annual Road Rehabilitation Program
Staff Recommendation:	Approve Resolution
Staff Contact:	Paul Kendzior, P.E., C.F.M., Director of Public Works

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Background: The 2022 Road Rehabilitation Program will be funded by the Motor Fuel Tax (MFT) Fund (Acct. #07-0000-0-738). Within the MFT Fund, the FY 2022/23 Annual Budget allocates $500,000 of MFT Funds and $446,279 of Rebuild Illinois Bond Funds for this year's project. State law requires that the Village obtain authorization from IDOT to expend these funds, and that a Resolution be approved to authorize appropriation. **The attached Resolution is for the appropriation of $446,279 of Rebuild Illinois Bond Funds for the Annual Road Rehabilitation Program**.

Staff recommends approval of the attached IDOT standard Resolution (BLR Form 09110) to appropriate Rebuild Illinois Bond funds in the amount of $446,279 and authorize certification by the Village Clerk.

REBUILD ILLINOIS BOND FUNDS

Resolution for Improvement Under the Illinois Highway Code

Illinois Department of Transportation

Is this project a bondable capital improvement?

☐ Yes ☒ No

Resolution Type	Resolution Number	Section Number
Original		22-00125-00-RS

BE IT RESOLVED, by the President and Board of Trustees (Governing Body Type) of the Village (Local Public Agency Type) of Libertyville (Name of Local Public Agency) Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract (Contract or Day Labor).

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Briarwood Lane	0.23		Greentree Parkway	Greentree Parkway
Spruce Court	0.03		Greentree Parkway	Dead End
Oak Street	0.07		W. Austin Avenue	Rockland Road
Circle Drive	0.04		W. Rockland Road	Dead End
Sunnyside Place	0.13		S. Stewart Avenue	Milwaukee Avenue
Havenwood Drive	0.07		Harms Avenue	Dymond Road
Havenwood Court	0.08		Havenwood Drive	Dead End
American Way	0.23		US RT. 45	Winchester Road
Old Peterson Road	0.37		400’ W. of Butterfield Rd.	Dead End
Commerce Drive	0.32		Franklin Blvd.	Harris Road
Florence Court	0.15		S. Stewart Avenue	West End
West Ellis Avenue (PCC Patching)			W. Winchester Road	500' S of Winchester Rd
Fifth Avenue (PCC Patching)			Park Avenue	Church Street
School Street (C&G Replacement)			Milwaukee Avenue	School St Park Lot Entran

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

pavement removal, hot-mix asphalt binder course, hot-mix asphalt surface course, base course patching, sidewalk removal and replacement, spot curb and gutter removal and replacement, driveway pavement removal and replacement, landscape restoration and other associated improvements.

Illinois Department of Transportation

Resolution for Improvement Under the Illinois Highway Code

2. That there is hereby appropriated the sum of Four Hundred Forty-Six Thousand Two Hundred Seventy-Nine & 00/100 Dollars ($446,279.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, _____ (Name of Clerk) Village (Local Public Agency Type) Clerk in and for said Village (Local Public Agency Type)

of Libertyville (Name of Local Public Agency) in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees (Governing Body Type) of Libertyville (Name of Local Public Agency) at a meeting held on March 22, 2022 (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ (Day) day of _____ (Month, Year).

(SEAL)

Clerk Signature | Date

Approved

Regional Engineer
Department of Transportation | Date

PASSED this ____ day of _____, 2022.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2022.

_____
Donna Johnson, Village President

ATTEST:

_____
Luke Stowe, Village Clerk

Item No. 3M

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: March 22, 2022

Agenda Item: Consideration of a Resolution to Award a Professional Services Agreement to Teska Associates, Inc. for Streetscape Inventory and Design Services for Kiosk Signs

Staff Recommendation: Approve Resolution

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

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Background: The Village has secured a proposal from Teska Associates, Inc. for a Downtown Streetscape Assessment and a Business Kiosk Sign concept. The proposal includes an evaluation of the exiting streetscape conditions that will enable Staff to formulate a future budget for improvements and maintenance of the existing streetscape. It also includes a proposal to design new business sign kiosk concepts and assist with construction phase design services. Both items are consistent with Village goals.

The professional services fees for the Downtown Streetscape Assessment are $18,330 and the Business Kiosk Sign concept fees are $9,320, for a total of $27,650. Funding for this project is available in FY 2021-2022 budget as part of the Capital Plan (Project #CD-SC-003). The FY 2021-2022 funding amount is $25,000, which is less than the cost of the proposed contract. Given the scope of the contract, the work will not be fully completed by April 30, 2022. There is a separate budget allowance for this project in FY 2022-2023 which will cover the remaining cost of the contract.

Staff recommends adoption of the attached resolution to approve the Professional Services Agreement with Teska Associates, Inc. for the Streetscape Inventory and Design Services for kiosk signs in the amount of $27,650 and authorize the execution of the agreement by the Village Administrator.

RESOLUTION NO. 22-R-

A RESOLUTION TO AWARD A PROFESSIONAL SERVICES AGREEMENT TO TESKA ASSOCIATES, INC. FOR STREETSCAPE ASSESSMENT AND BUSINESS KIOSK SIGN DESIGN

WHEREAS, The Village of Libertyville (the "*Village*") requested a proposal from Teska Associates, Inc. to perform a Streetscape Assessment and develop a Business Sign Kiosk Concept; and

WHEREAS, the Teska Associates, Inc. have successfully completed a signage plan for the Church Street Parking Garage; and; and

WHEREAS, , Teska Associates, Inc. has skills and expertise in evaluating Streetscape conditions; and

WHEREAS, Teska Associates, Inc. submitted a proposal in the amount of $27,650; and

WHEREAS, there are sufficient funds in the Fiscal Year Annual Budgets for 2021/22 and 2022/23 (Account 40-0000-0-768) to complete this project; and

WHEREAS, Village staff recommends approval of awarding a professional services agreement to Teska Associates, Inc. to complete the Streetscape Assessment and develop a Business Sign Kiosk Concept in the amount of $27,650.

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

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

Section 2. The Village of Libertyville Board of Trustees approves the professional services agreement with Teska Associates, Inc. to complete the Streetscape Assessment and develop a Business Sign Kiosk Concept in the amount of $27,650.

Second 3. The Village of Libertyville Board of Trustees authorizes the Village Administrator to execute the professional services agreement with Teska Associates, Inc. to complete the Streetscape Assessment and develop a Business Sign Kiosk Concept

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

PASSED this 22th day of March, 2022.

AYES:

NAYS:

ABSENT:

APPROVED this

_____

Donna Johnson, Village President

ATTEST:

_____

Luke Stowe, Village Clerk

AGREEMENT BETWEEN THE VILLAGE OF LIBERTYVILLE AND TESKA ASSOCIATES, INC. FOR PROFESSIONAL SERVICES FOR THE STREETSCAPE ASSESSMENT AND BUSINESS KIOSK SIGN CONCEPT

THIS AGREEMENT is entered into this 22 day of March, 2022, between the Village of Libertyville, 118 W. Cook Avenue, Libertyville, IL 60048 (hereinafter referred to as the "Village"), and Teska Associates, Inc. (hereinafter referred to as the "Consultant").

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

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

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

A. The Scope of Services and Fee Schedule attached hereto as Exhibit A.

B. Certificates of insurance and related endorsements, attached hereto as Exhibit B.

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

SECTION 1: RECITALS

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

SECTION 2: SERVICES / SCOPE OF WORK

A. The Consultant agrees to perform Design Services in accordance with the Scope of Services and Fee Schedule set forth in Exhibit A (hereinafter referred to as the "Services").

B. Consultant represents that all employees utilized by Consultant are fully qualified, trained (and where appropriate) licensed to perform the Services.

C. Consultant warrants it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the Village shall have the right without liability to declare this Agreement null and void.

D. All plans and other documents furnished by the Consultant pursuant to this Agreement will be endorsed by a professional engineer and will show a professional seal where such is required by law.

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

SECTION 3: PAYMENT FOR SERVICES

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

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

The Total Cost of all of the Services to be performed pursuant to this Agreement, including direct payroll, overhead, payroll burden professional fee and direct costs **shall not exceed: $27,650.00** in accordance with **Exhibit A**, unless the upper limit is modified based on an amendment to this agreement.

SECTION 4: TERM AND TERMINATION

A. The Services shall commence upon the execution of this Agreement and proceed continuously and expeditiously until completed. This Agreement shall terminate upon completion of the Design Services.

B. The Village may terminate this Agreement by written notice of default to the Consultant if (a) the Consultant fails to perform the Services within the time specified in Exhibit A, or (b) fails to make progress as required by this Agreement, or (c) fails to provide or maintain in full force and effect, the liability and indemnity coverages or performance bond as is required by this Agreement. Upon termination the Consultant shall cause to be delivered to the Village all drawings, specifications, partial and completed estimates and other data, with the understanding that all such material becomes the property of the Village. If the Village terminates the agreement as a result of the Consultant's nonperformance or other default, then the Village is entitled to receive and the Consultant shall pay to the Village all damages provide by law and the consultant shall not be entitled to any payment whatsoever.

C. If the Village terminates the agreement, the Village may procure services similar to those so terminated, and the Consultant shall be liable to the Village for any excess costs for similar supplies and services, unless the Consultant provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Consultant.

SECTION 5: INSURANCE

The Consultant shall have in place at all times that this Agreement is in effect, Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois. The Consultant shall, at the Consultant's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the types and limits shown below. The required certificates of insurance and endorsements shall be attached as Exhibit B and shall be furnished to the Village before starting work or within ten (10) days after the execution of this agreement.

A. Insurance Services Office Commercial General Liability

1. *Minimum Limits and form*:
   - $1,000,000 combined single limit per occurrence for bodily injury and property damage.
   - $1,000,000 per occurrence for personal injury.
   - $2,000,000 general aggregate, minimum; or a project/contract specific aggregate of $1,000,000.
   - Shall be provided on an occurrence policy form.

2. *Additional Insured Endorsement*: The Village, its officials, agents, employees and volunteers are to be covered as additional insureds, on a form at least as broad as the endorsement ISO Additional Insured Endorsement CG 2010, CG 2026, or if requested by the Village, CG2037 - Completed Operations, as respects: liability arising out of the Consultant's work, including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.

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

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

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

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

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

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

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

C. Workers' Compensation and Employers' Liability

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

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

1. *Minimum Limits*: The Consultant shall maintain limits no less than the following, $1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the Agreement, with a deductible not-to-exceed $50,000 without prior written approval.
2. *General Provision*: If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the Agreement. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase supplemental insurance extending reporting period coverage for a period of not less than three (3) years.
3. Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:

    a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;
    b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

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

A. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village.

B. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to, and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the member, its officials, agents, employees and volunteer; or the Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

C. The specifications may require higher limits or additional types of insurance coverages than shown above and the Consultant WILL be required to furnish a certificate of insurance, copy of additional insured endorsement or other proof of insurance coverages.

D. The Consultant shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds (Exhibit B), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village and are to be received and approved by the Village before any work commences. The Village reserves the right to request fully certified copies of the insurance policies and endorsements.

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

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

SECTION 6: INDEMNIFICATION

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

A. Consultant's negligent performance of services including but not limited to omissions of service under this Agreement;

B. Claims, suits or actions of every kind and description when such suits or actions are caused by the fault, willful acts, negligent acts, errors or omissions of the Consultant, its employees or subconsultants; or

C. Injury or damages received or sustained by any party because of the fault, willful acts, negligent acts, errors or omissions of the Consultant, its employees or subcontractors.

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

SECTION 7: COMPLIANCE WITH LAWS

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

Department of Human Rights, Human Rights Commission, Illinois Human Rights Act (775 ILCS 5/1-01 *et seq.*) or EEOC statutory provisions and rules and regulations. Also including the following:

A. Equal Employment Opportunity - During the performance of the Agreement and/or supplying of materials, equipment and supplies, the contractor must be in full compliance with all provisions of the Acts of the General Assembly of the State of Illinois relating to employment, including equal employment opportunity requirements.

B. Prevailing Wages - If applicable, all laborers, workers, and mechanics shall be paid no less than the current prevailing wages for the construction trades, as established by the Illinois Department of Labor and included in these provisions.

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

SECTION 8: SAFETY AND LOSS PREVENTION

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

SECTION 9: NOTICE

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

To the Village:
Village of Libertyville
118 W. Cook Avenue
Libertyville, IL 60048
Attention: Paul Kendzior
e-mail: pkendzior@libertyville.com

To the Consultant:
Teska Associates, Inc.
627 Grove Street
Evanston, IL 60201
Attention: Jodi Mariano
Email: jmariano@teskaassociates.com

Or to such other parties or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 10: MODIFICATION AND AMENDNMENTS

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

SECTION 11: STANDARDS

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

B. The Consultant shall be responsible for the accuracy of its professional services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The Village's acceptance of any of the Consultant's professional services shall not relieve the Consultant of its responsibility to subsequently correct any such errors or omissions.

C. The Consultant shall respond to the Village's notice of any errors and/or omissions within 24 hours. The Consultant shall be required to visit the Services site if directed by the Village.

D. The Consultant shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

SECTON 12: DRAWINGS AND DOCUMENTS

A. Any drawings, survey data, reports, studies, specifications, estimates, maps, computations, and other documents required to be prepared by the Consultant for the Services shall be the property of the Village. Subject to the disclosure requirements of the Illinois Freedom of Information Act, any drawings and other documents prepared by the Consultant for the Services shall not be used on other project without the prior written approval of the Consultant.

B. The Consultant and its subcontractors or subconsultant shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and the Consultant agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this subsection shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under the Agreement, for which adequate books, records and supporting documentation are not available to support their purported disbursement.

SECTION 13: SUCCESSORS AND ASSIGNS

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

SECTION 14: FORCE MAJEURE

Neither the Village nor the Consultant shall be liable for any delay or failure in performance of any part of this Agreement if due to a cause beyond its control and without its fault or negligence including, without limitation: (1) acts of nature; (2) acts or failure to act on the part of any governmental authority other than the Village or Consultant, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; (3) acts or war; (4) acts of civil or military authority; (5) embargoes; (6) work stoppages, strikes, lockouts, or labor disputes; (7) public disorders, civil violence or disobedience; (8) riots, blockages, sabotage, insurrection or rebellion; (9) epidemics; (10) terrorist acts; (11) fires or explosions; (12) nuclear accidents; (13) earthquakes, floods, hurricanes, tornadoes, or other similar calamities; (14) major environmental disturbances; or (15) vandalism.

SECTION 15: CAPTIONS AND HEADINGS

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

SECTION 16: GOVERNING LAW

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

SECTION 17: ENTIRE AGREEMENT

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

SECTION 18: SEVERABILITY

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

SECTION 19: AUTHORITY TO EXECUTE

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

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

VILLAGE OF LIBERTYVILLE		CONSULTANT:	
By:	_____	By:	_____
Printed Name:	_____	Printed Name:	_____
Title	_____	Title	_____
Date	_____	Date	_____

February 1, 2022

To: John Spoden, Dir. of Community Development, Village of Libertyville, JSpoden@libertyville.com

Cc: Jeff Cooper, Village Engineer, Village of Libertyville, JCooper@libertyville.com

From: Jodi Mariano, Principal, Teska Associates, jmariano@teskaassociates.com

RE: Proposal for Village of Libertyville – Streetscape Assessment and Business Kiosk Sign Concepts

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Thank you for the opportunity to assist the Village of Libertyville with a streetscape assessment and business kiosk sign concept plan for Downtown Libertyville. A description of each project is below:

- **Downtown Streetscape Assessment.** The purpose of this assignment is to evaluate existing streetscape conditions, document findings and make recommendations for improvements. Recommendations will be based on current accessibility codes and best practices for streetscape design. The outcome of this work would be a technical memorandum that documents findings, recommendations, and associated budget costs for implementation.

- **Business Kiosk Sign Concept.** The purpose of this assignment is to continue the work of the recent parking garage signage design planning and extend that design palette to develop a business sign kiosk concept for contractor pricing and assist the Village with construction phase design services.

Each assignment includes coordination with staff and invited guests, as well as presentations to the Village Board. The process is designed to balance creative and practical enhancements to Downtown Libertyville. Construction documentation services are not included in these scopes.

Please let me know if there are any questions or clarifications I can address, and we look forward to hearing from you soon.

Jodi Mariano

Jodi Mariano, Principal | Teska Associates, Inc.
627 Grove St. | Evanston, IL 60201 | 847.563 9734 (office) | 847 275 4106 (mobile)
JMariano@TeskaAssociates.com, www.TeskaAssociates.com

DOWNTOWN LIBERTYVILLE

STREETSCAPE ASSESSMENT AND BUSINESS KIOSK SIGN CONCEPTS

Teska proposes to provide landscape architectural design services for the Village of Libertyville Downtown area. All areas to be evaluated shall include publicly controlled properties / rights of way. Project scopes anticipate working with staff, invited guests, and Village Board for the following two projects:

- Scope #1: Downtown Streetscape Assessment
- Scope #2: Business Kiosk Sign Concepts

The scopes that follow identify in-person and video conference meetings. Teska's in person meetings include illustrative exhibits, presentations, and input activities. Teska's video conference meetings are typically via Zoom. Virtual meetings offer interactive activities such as live sketching and online polling to help build consensus towards preferred streetscape concepts and treatments. All meetings are documented with meeting summaries.

The study area generally includes the Downtown Area, defined by Route 176 at the south, Johnson Avenue at the north, Brainerd Avenue at the west and 1st Street at the east.

SCOPE #1: DOWNTOWN STREETSCAPE ASSESSMENT SCOPE OF SERVICES

1. ***Base map and past streetscape planning efforts***. Obtain base map and past streetscape plan documents from staff. A base map will be developed for this project based on materials provided by staff and aerial photography currently available to Teska. The base map will be developed in Adobe programs and will become the basis upon which to develop the streetscape assessment
2. ***Project kickoff + walking tour***. Conduct a project kickoff meeting to review the scope and schedule. Following the kickoff meeting, staff and invited guests will participate in a walking tour. During the tour we will review and discuss streetscape conditions, including operations and maintenance of streetscape elements, such as crosswalks, paving, sidewalks, lighting, furnishings, trees, and plantings.
3. ***Preliminary Streetscape Assessment***. Based upon the past streetscape documents, staff walk thru and comments gathered to date, develop a Preliminary Streetscape Assessment. The Assessment will be depicted via annotated maps, photographs, and narrative text. The Assessment will identify existing conditions and recommendations for: crosswalks, paving, sidewalks, lighting, furnishings, trees, plantings and signage. Special focus will be on meeting accessibility standards, best practices for streetscape design and Libertyville staff maintenance needs.
4. ***Staff meeting #1***. Participate in a videoconference call to review the Preliminary Streetscape Assessment with staff. Discuss and prioritize projects.
5. ***Refined Streetscape Assessment***. Based on staff input, prepare a Refined Streetscape Assessment. The Refined Assessment will be depicted via annotated maps, photographs, and narrative text. The package will be supported by a high-level cost estimate.
6. ***Staff meeting #2***. Participate in a videoconference call to review the draft preferred concept materials with staff. Make minor revisions if/as necessary.
7. ***Draft / Final Technical Memo.*** Based on inputs gathered above and work completed to date, prepare a Technical Memorandum. The Memo would document the planning process and present the Refined Streetscape Assessment materials, including maps, narratives, annotated photographs, and budget estimate. The Tech memo would be provided to staff in draft and final forms. Submit the final preferred concept as a PDF package.
8. ***Presentation style meetings.*** Two (2) presentation style meetings are reserved throughout the planning assignment for coordination with Boards and/or Commissions as required. Presentations include a slide show presentation followed by Q+A. Meetings are available in person or via web conference.

END OF SCOPE

Additional services available separately:

1. Conceptual design, construction documentation, including bid documents and technical specifications.
2. Additional meetings beyond those described above.

SCOPE #2: BUSINESS KIOSK SIGN CONCEPTS

1. ***Project kickoff.*** Meet with staff to review the scope and schedule and to develop a calendar of anticipated milestone dates. Share examples of other business kiosk signs for staff input and direction.
2. ***Preliminary and Refined Business Kiosk Sign Concepts.*** Based on the recent Parking Garage signage design work developed by Teska and best practices for signage design, develop (2) Preliminary Business Kiosk Sign Concepts. Kiosk signs will be located conceptually on a map. The kiosk concepts will also be articulated as an elevation drawing in full color. The elevation will include material specs, colors and sizes. The Kiosk sign concepts will be prepared in Adobe products and rendered in full color for staff review. Preliminary concepts will be reviewed with staff and Teska will guide a discussion to make selections for one preferred concept.
3. ***Staff meetings #1-2***. Participate in a videoconference call to review the preliminary and refined Kiosk sign concepts with staff. Discuss preferences regarding kiosk features, colors and products. Make minor revisions if/as necessary.
4. ***Submit final concept.*** Based on inputs gathered above and work completed to date, make refinements to the final concept as required. Submit the final preferred concept as a PDF package. The final concept will be developed to a level of detail that reputable sign companies can prepare price proposals. Teska will provide signage company contacts for Village consideration in obtaining proposals for fabrication and installation.
5. ***Construction Phase Design Services.*** *Upon contractor award, Teska will provide design assistance during construction phase activities, including the following:*
    a. *Shop Drawing and Mockup Review – 2 rounds of submittal reviews are anticipated. Teska will provide written comments on submittals to confirm their conformance to the design intent of the approved concept.*
    b. *Field Reviews / Reports – 1 field review visit and 1 punch list visit is included. Each site visit will be documented with a field report/punch list.*

END OF SCOPE

Additional services available separately:

1. Construction documentation, including bid documents and technical specifications.
2. Additional meetings beyond those described above.

PROFESSIONAL FEES

Professional fees for the above two scopes follow below:

Scope	Description	Total Fee
Scope #1	Downtown Streetscape Assessment	$18,330
Scope #2	Business Kiosk Sign Concept	$ 9,320

Teska's 2022 hourly rates follow:

- Principal / Project Manager: $160/ hr
- Senior Associate Landscape Architect: $120/ hr
- Urban Designer: $105/ hr

We hope the above meets Village expectations and look forward to working with you towards finalizing the scope and an agreement for this assignment. Please feel free to call me should you have any questions or wish to discuss aspects of the scope further.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

SAMPLE

© Insurance Services Office, Inc., 2012

Capital Plan

Data in Year 2023

Village of Libertyville, Illinois

Project # CD-SC-003
Project Name Streetscape Eval., Directories & Wayfinding

Type Improvement
Useful Life 30 years
Category Streetscape
Project Scope Continuing Project

Department Community Development
Contact Community Development Director
Priority 2 Important



Description

Total Project Cost: $212,500

The downtown streetscape evaluation will review current installations to determine if replacements or improvements are needed due to deterioration, wear and tear, gaps, desirable additional amenities, or modernization.

Installation of Downtown Directories would allow customers to orient themselves to stores, restaurants and parking areas within downtown Libertyville. They help to get people where they are going easily and efficiently, and will hopefully increase their stay when they find new businesses to frequent. An area for event calendars or announcements may be considered. Three directories are anticipated, one at each parking garage and one central to the downtown

Wayfinding Signs are signs which convey where or what direction certain landmarks, government offices, businesses, parking lots, or bike pathways are in town. These may be posted on poles or can be monument type assemblies. This project would update or replace these signs for consistency, safety, and visibility. A consultant would be hired in the first year to assemble a plan for the signage need, design, and locations.

Justification

The downtown streetscape is over 20 years old and is beginning to show some deterioration, additionally they way individuals use the downtown has evolved and some additional improvements may be needed to refresh an improve the customer experience. Observing how the downtown is used has also revealed that there may be ways to better orient new and existing customers to make sure they are efficiently getting to their destination and have the opportunity to know find other services and stores which may not be in the main core of the downtown. Both the directories and wayfinding would help in this effort. This is something requested by the Economic Development Commission and the MainStreet Libertyville Organization. These efforts will simultaneously improve the look and feel of the Village, as well as be a benefit to businesses.

Prior	Expenditures	2023	2024	2025	2026	2027	Total
25,000	Construction/Maintenance	37,500	150,000				187,500
Total	**Total**	**37,500**	**150,000**				**187,500**

Prior	Funding Sources	2023	2024	2025	2026	2027	Total
25,000	Project Fund	37,500	150,000				187,500
Total	**Total**	**37,500**	**150,000**				**187,500**

Budget Impact/Other

Staff anticipates an additional $500/year in maintenance.

Budget Items	2023	2024	2025	2026	2027	Total
Maintenance		500	500	500	500	2,000
Total		**500**	**500**	**500**	**500**	**2,000**

Agenda Item No. 3N

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	March 22, 2022
Agenda Item:	**REPORT OF THE APPEARANCE REVIEW COMMISSION** January 17, 2022
Appearance Review Commission Recommendation:	Approve
Staff Contact:	John P. Spoden, Director of Community Development

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Background: The Appearance Review Commission (ARC) met on January 17, 2022, and reviewed one (1) item that requires Village Board approval.

The item heard at the January 17, 2022, meeting includes:

1. **1590 S. Milwaukee Avenue, Suite 100**

   Request is for approval of new signage.

   Commissioner Galo made a motion, seconded by Commissioner Rooney, to recommend the Village Board of Trustees approve the application for new signage at 1590 S. Milwaukee Avenue, Suite 100, subject to the following condition: 1) The applicant applies for a sign variation in order to install the proposed signage without the opaque background.

   Motion carried 6 - 0.

   Staff notes that the petitioner has decided not to pursue a variation for signage without an opaque background. The design of the sign then meets Code and is before the Village Board of Trustees for approval.

REPORT OF THE APPEARANCE REVIEW COMMISSION
January 17, 2022

ARC 22-02 North Shore Sign Co., Authorized Agent Susan Nelson.
1590 S. Milwaukee Avenue, Suite 100

Request is for new signage.

Commissioner Kollman recused himself from this project due to a conflict of interest.

Mr. Matt Laska, authorized agent for North Shore Sign Co., presented the proposed signage for 1590 S. Milwaukee Avenue, Suite 100. Mr. Laska started off by addressing the Staff comments. Mr. Laska stated the reasoning for not providing an opaque background on the freestanding sign was to enhance its visibility and draw attention to the sign. Mr. Laska stated the office center has cycled through restaurants and would like to provide that visibility for this tenant. Mr. Laska stated they went with a darker red so the sign isn't too bright towards the road. Mr. Laska noted there is a lot of competition down the road with Mellody Farms. Mr. Laska stated the sign in the back of the property is also proposed to be illuminated without an opaque layer. Mr. Laska noted this will provide visibility from the roadway and the interior parking lot. Mr. Laska stated the material / awning is in good condition. Mr. Laska stated the existing "Tacos El Norte" face panel will be cut out and removed so a new Lexan face panel can be installed. Mr. Laska stated the new panel will be illuminated from the existing electric from the lights inside the awning itself.

Commissioner Rooney confirmed the only color change will be the face of the awning (red). Chairman Robbins questioned how the rest of the Commission feels about the illumination levels. Commissioner Rooney stated she does not have a problem with the illumination levels or the color. Commissioner Rooney noted the location is near Vernon Hills. Chairman Robbins stated they have some competition immediately nearby, too. Chairman Robbins and Commissioner Flader stated they have no issues with the illumination levels. Mr. Sandine noted the Appearance Review Commission does not have the authority to approve a change from the Zoning Code, such as allowing the sign to move forward as presented without the opaque background layer. Mr. Sandine noted the applicant would be required to apply for a variation and have this project heard before the Zoning Board of Appeals. Chairman Robbins questioned how the changeable letter sign fits into the equation. Mr. Sandine stated the applicant can use the changeable letter sign as it currently exists if they are not making any changes. Chairman Robbins questioned the logistics of moving forward if the Commission recommends approval of the sign as submitted. Mr. Spoden stated the Village will withhold from sending this item to the Village Board until they have gone through the variation process. Chairman Robbins questioned what might happen if the Commission votes to approve the signage with the condition that an opacifier be placed behind the red background. Mr. Sandine stated the proposal can move ahead to the Village Board unless the applicant is interested in going the variation route. Chairman Robbins questioned the logistics if the ARC approves the sign as submitted and the ZBA does not approve the sign as submitted. Mr. Spoden stated both reports will be forwarded onto the Village Board of Trustees for their determination. Chairman Robbins questioned how the applicant would like to proceed. Mr. Laska stated their client is interested in moving forward with the proposal, as submitted. Commissioner Galo suggested a motion that does not require the opacifier.

Commissioner Galo made a motion, seconded by Commissioner Rooney, to recommend the Village Board of Trustees approve the application for new signage at 1590 S. Milwaukee Avenue, Suite 100, subject to the following condition: 1) The applicant applies for a sign variation in order to install the proposed signage without the opaque background.

Motion carried 6 - 0.

Agenda Item No. 4

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: March 22, 2022

Agenda Item: Public Hearing – Proposed FY 2022-2023 Budget

Staff Recommendation: Conduct Public Hearing

Staff Contact: Nicholas A. Mostardo, Director of Finance

Background: Pursuant to the requirements of the Illinois Municipal Code (65 ILCS 5/8-2-6), the Village of Libertyville is required to hold a public hearing prior to the adoption of its annual budget. In compliance with the Act, notice of the hearing was published in the Daily Herald on March 10, 2022.

The first draft of the proposed Fiscal Year 2022-2023 budget was made available for public inspection on February 14, 2022 on both the Village's website and at the Village Hall. Budget review workshops were held by the Village Board on March 5 and March 15, 2022. These workshop meetings were properly noticed in compliance with the Illinois Open Meetings Act (5 ILCS 120).

During the budget review meetings, the Village Board provided direction to incorporate two changes into the final budget:

1. Revision of timelines and milestones for department goals and objectives – No financial impact
2. A cost-of-living adjustment of 2.75% for non-union employees, calculated based on current economic and labor market considerations

The revised final proposed budget document reflecting these changes was made available for public inspection on March 16, 2022 on the Village's website and at the Village Hall.

The highlights of the FY 2022-2023 budget include:

- Operating revenues for all appropriated funds totaling $76,384,379, an increase of $12,512,404 or 19.6% compared to the FY 2021-2022 budget. A significant portion of this change is due to planned debt issuance for capital projects as well as anticipated increases in intergovernmental revenue.
- Operating expenditures for all appropriated funds of $49,665,075, an increase of $1,131,250 or 2.3% compared to the FY 2021-2022 budget. The net operating budget is balanced across all appropriated funds.
- Capital investment in community infrastructure totaling $26,958,363, an increase of $10,565,446 or 64.5%, compared to the FY 2021-2022 budget. This increase is primarily driven by two significant stormwater sewer improvement projects planned for construction in FY 2022-2023.
- The property tax impact of the proposed budget will be a $7 annual increase in the Village portion of a typical resident's property tax bill (9%). The average resident will also pay $54 more in utility charges annually due to planned increases of 3% for water service and 5% for sanitary sewer service. The total budget impact on an average resident is a 2.3% increase, which is substantially less than the 2021 change in the Consumer Price Index of 7.0%.

The attachment to this supplement includes an overview of budgeted revenues and expenditures by fund along with

projected fund balances.

VILLAGE OF LIBERTYVILLE
FUND BALANCE COMPARISON
(ALL FUNDS, WITH CAPITAL)

FUND	4/30/2021 Audited Fund Balance	2021-2022 Estimated Revenue	2021-2022 Estimated Expense*	4/30/2022 Estimated Fund Balance	2022-2023 Budgeted Revenue	2022-2023 Budgeted Expense*	4/30/2023 Projected Fund Balance	FY 2022-2023 Policy Amount	Surplus / (Deficiency)	Explanation of Target Amount
General Fund	13,508,946	32,053,334	32,493,165	13,069,115	31,972,644	31,245,720	13,796,039	9,749,804	4,046,235	Seventeen percent (17%) of expenditures plus 60% of three year average sales tax revenue
Concord SSA	69,205	23,041	25,660	66,586	23,040	27,429	62,197	6,857	55,339	Twenty-five percent (25%) of annual operating expenses
Fire Fund	28,231	1,000	6,400	22,831	2,000	9,000	15,831	2,250	13,581	Twenty-five percent (25%) of annual operating expenses
Foreign Fire Insurance Fund	153,501	68,243	45,000	176,744	60,015	65,000	171,759	16,250	155,509	Twenty-five percent (25%) of annual operating expenses
Timber Creek SSA	86,375	21,155	21,140	86,390	21,150	30,049	77,491	7,512	69,979	Twenty-five percent (25%) of annual operating expenses
Motor Fuel Tax Fund	3,306,168	1,257,364	793,204	3,770,328	1,283,316	1,666,279	3,387,365	641,658	2,745,707	Fifty (50%) of operating revenues
Hotel/Motel Tax Fund	388,766	433,920	403,050	419,636	360,075	504,366	275,345	86,931	188,414	Twenty-five percent (25%) of annual operating expenses
Commuter Parking Fund	477,768	170,155	169,147	478,776	611,500	1,008,298	81,978	40,825	41,154	Twenty-five percent (25%) of annual operating expenses
Non-Home Rule Sales Tax Fund	1,144,021	3,288,653	2,566,667	1,866,007	3,288,653	4,441,667	712,993	712,993	-	Current balance is policy amount
Debt Service Fund	512,318	1,717,661	1,665,632	564,347	1,661,130	1,664,330	561,147	561,147	-	Current balance is policy amount
TIF Fund	1,308,587	4,463,449	4,466,549	1,305,487	4,486,162	4,047,483	1,744,166	1,744,166	-	Current balance is policy amount
Impact Fee Fund	982,571	60,010	50,000	992,581	20,000	100,000	912,581	912,581	-	Current balance is policy amount
Project Fund	567,311	1,317,370	1,188,500	696,181	928,850	1,417,000	208,031	208,031	-	Current balance is policy amount
Park Improvement Fund	830,003	482,630	971,413	341,220	1,650,425	1,619,650	371,995	371,995	-	Current balance is policy amount
Public Building Improvement Fund	474,004	450,100	352,657	571,447	350,100	752,777	168,770	168,770	-	Current balance is policy amount
Technology Enhancements for Police and Fire Fund	-	-	-	-	350,000	100,714	249,286	249,286	-	Current balance is policy amount
Vehicle Maint/Replacement Fund**	969,322	2,331,116	1,997,431	1,303,007	1,728,480	2,045,188	986,299	223,047	763,252	Three (3) months of operating expenses
Technology Equipment Replacement Fund**	284,225	809,950	889,640	204,535	924,903	909,481	219,957	205,359	14,598	Three (3) months of operating expenses
Utility Fund**	3,554,966	11,206,210	11,259,328	3,501,848	12,908,880	13,002,379	3,408,349	1,930,848	1,477,502	Three (3) months of operating expenses
Stormwater Sewer Fund**	667,219	1,296,527	1,226,999	736,747	16,693,238	14,906,810	2,523,175	189,913	2,333,262	Three (3) months of operating expenses
Libertyville Sports Complex Fund**	(1,402,136)	3,269,231	3,269,231	(1,402,136)	1,214,207	1,214,207	(1,402,136)	303,552	(1,705,688)	Three (3) months of operating expenses
Police Pension Fund	38,233,398	3,245,268	3,552,185	37,926,481	3,329,737	3,571,800	37,684,418	62,608,189	(24,923,771)	One hundred percent (100%) funded by April 30, 2041
Fire Pension Fund	35,901,403	2,769,916	2,411,010	36,260,309	2,794,779	2,585,700	36,469,388	51,314,569	(14,845,181)	One hundred percent (100%) funded by April 30, 2041
TOTAL	**$ 102,046,171**	**$ 70,736,303**	**$ 69,824,008**	**$ 102,958,466**	**$ 86,663,284**	**$ 86,935,327**	**$ 102,686,423**	**$ 132,256,532**	**$ (29,570,109)**	

*** - Expense totals omit depreciation**
**** - Fund Balance is Current Assets *less* Current Liabilities**

NOTE: The purpose of this spreadsheet is to show the effects of budgeted revenues and expenditures / expenses on Fund Balances / Net Assets and to show progress towards meeting targets set for the individual funds. Final Fund Balance is determined annually as part of the VIllage's audit and completion of the Comprehensive Annual Financial Report.

Agenda Item No. 5

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	March 22, 2022
Agenda Item:	**REPORT OF THE ZONING BOARD OF APPEALS** **ZBA 22-03, Variation for Height of Screening** Martin Chrapek, Applicant 2001 Kelley Court
Staff Recommendation to Zoning Board of Appeals:	Approve variation.
ZBA Recommendation:	To approve. Upon approval, an ordinance will be drafted for Village Board action.
Staff Contact:	John P. Spoden, Director of Community Development

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Background: The contract purchaser of 2001 Kelley Court is requesting a variation to allow construction of approximately a 16.5 foot ground-mounted mechanical equipment. The screening would be installed around a proposed dust collector equipment. The Zoning Board of Appeals heard the request to increase the height of the screening from 10 feet to 16.5 feet at the February 28, 2022 meeting. Members concurred with the request. A motion to recommend Village Board of Trustees approval passed with a vote of 5 - 0.

REPORT OF THE ZONING BOARD OF APPEALS

REPORT ON: ZBA 22-03, Marcin Chrapek

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

Pursuant to the **APPLICATION of MARCIN CHRAPEK**, being the **CONTRACT PURCHASER** of real estate located at **ADDRESS**, the **ZONING BOARD OF APPEALS** of the Village of Libertyville held a **PUBLIC HEARING** to consider the **APPLICATION FOR A VARIATION TO INCREASE THE MAXIMUM PERMITTED HEIGHT OF SCREENING FOR GROUND-MOUNTED MECHANICAL EQUIPMENT FROM 10 FEET TO APPROXIMATELY 16.5 FEET FOR PROPERTY LOCATED IN AN O-2 OFFICE, MANUFACTURING AND DISTRIBUTION PARK DISTRICT, CHAPTER 26, SECTION 13-8.2**, according to the provisions cited in the Libertyville Municipal Code as amended, with the aforesaid real estate being described in Exhibit A, attached.

The aforesaid **PUBLIC HEARING** was duly advertised on **FEBRUARY 11, 2022**, and held virtually on **FEBRUARY 28, 2022**, at **7:00 P.M.** Written notice was served by certified mail, return receipt requested to all property owners within 250 feet of the site.

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

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

Background:

The petitioner, Marcin Chrapek, Bona Fide Corporation, is requesting a variation to increase the maximum permitted height of required screening for ground-mounted mechanical equipment for property located in an O-2 Office, Manufacturing and Distribution Park District at 2001 Kelley Court.

The Bona Fide Corporation is a precision wood products manufacturer. The production work, (cutting and sanding) creates a substantial amount of sawdust. The sawdust is processed through a dust collection system that automatically vacuums the dust at the source and carries it out to a receptacle. The fans involved carry the sawdust up over the work area and deliver it to a dust collecting receptacle that will be installed outside at grade and connect to the east exterior wall of the building. The dust collection equipment will stand approximately 16.5 feet in height.

The Village of Libertyville Zoning Code Section 26-13-8.2 requires that all ground-mounted mechanical equipment to be completely screened to a height sufficient to completely screen such equipment from view from all adjoining properties and all streets. The maximum permitted height of fencing in the O-2 District shall not exceed 10 feet. The petitioner is seeking a variation to

increase the maximum permitted screening height from 10 feet to approximately 16.5 feet in order to

adequately screen the dust collection equipment. The Zoning Board of Appeals notes that the scope of work will not have detrimental effect on adjacent properties and supports the variation request.

The Zoning Board of Appeals notes that the petitioner has included two additional refuse containers with enclosures to be located adjacent to the dust collection equipment and screening. The placement of the refuse containers encumbers two existing parking spaces. The applicant is proposing to replace those two parking spaces with two alternate land-banked parking spaces to be located at the south end of the existing row parking spaces on the west side of the building.

The Zoning Board of Appeals finds that carrying out of the strict letter of the provisions of the Zoning Code would create a practical difficulty or particular hardship for the applicant. The requested variation does satisfy each of the standards listed in Section 16-8.7 of the Zoning Code, as follows:

a. *General Standard*. No variation shall be granted pursuant to this Section 16-8 unless the applicant shall establish that carrying out the strict letter of the provisions of this Code would create a particular hardship or a practical difficulty. Such a showing shall require proof that the variation being sought satisfies each of the standards set forth in this Section 16-8.7.

b. *Unique Physical Condition*. The desire to install a system in an existing building with existing openings and a system that results in equipment that is taller than the 10 feet allowed fencing height has created the need for a taller screen.

c. *Not Self-Created*. The need for a variation is created by standards of equipment and the existing building structure.

d. *Denied Substantial Rights*. The variation does not affect the common use proposed for an O-2 zoned site.

e. *Not Merely Special Privilege*. The proposal is not merely a special privilege for the petitioner.

f. *Code and Plan Purposes*. The variation does not affect the common use proposed for an O-2 zoned site.

g. *Essential Elements of the Area*. The variation would not result in a use or development on the subject lot that:

    1) Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development, or value of property or improvements permitted in the vicinity; or
    2) Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or
    3) Would substantially increase congestion in the public streets due to traffic or parking; or

4) Would unduly increase the danger of flood or fire; or
5) Would unduly tax public utilities and facilities in the area; or
6) Would endanger the public health or safety.

h. *No Other Remedy*. The fencing would not need to be as high as proposed if it was only required to screen the dust collection equipment. However, since the ducts that feed the dust into the collector are deemed part of the system, it is necessary to extend the screens to the full height of the ductwork. The height is dictated by the existing openings.

WHEREFORE, the Zoning Board of Appeals of the Village of Libertyville, Lake County, Illinois is recommending to the Village President and the Board of Trustees, that this **APPLICATION FOR A VARIATION TO INCREASE THE MAXIMUM PERMITTED HEIGHT OF SCREENING FOR GROUND-MOUNTED MECHANICAL EQUIPMENT FROM 10 FEET TO APPROXIMATELY 16.5 FEET FOR PROPERTY LOCATED IN AN O-2 OFFICE, MANUFACTURING AND DISTRIBUTION PARK DISTRICT** be **APPROVED**.

The vote of the Zoning Board of Appeals recommending **APPROVAL** was 5 - 0, recorded as follows:

AYES: STEFFE, FLORES, PYTER, RANKIN, WHEELER

NAYS: NONE

ABSENT: MOORE, OAKLEY

Respectfully Submitted, March 15, 2022.

_____
Temporary Chair, Zoning Board of Appeals

_____
Secretary, Zoning Board of Appeals

EXHIBIT A

Legal Description of the Property

Parcel 1:
Lot 2 in Northwind Business Center, Being a Subdivision of Part of the Southwest 1/4 of Section 7, Township 44 North, Range 11 East of the Third Principal Meridian, According to the Plat Thereof Recorded August 26, 1998 as Document 4195037, in Lake County, Illinois.

Parcel 2:
Non-Exclusive Easement for the benefit of Parcel 1 as Granted by the Declaration of Covenants, Conditions, Restrictions Northwest Business Center Subdivision recorded August 28, 1998 as Document Number 41965886 for the Use and Enjoyment of the Common Areas and Stormwater Facilities as Described Therein.

Address: 2001 Kelley Court, Libertyville, Illinois
P.I.N. 11-07-303-004

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

January 17, 2022, Appearance Review Commission Meeting Minutes

ARC 22-05 Marcin Chrapek, Authorized Agent for 2001 Kelley Owner, LLC.
2001 Kelley Court

Request is for new building facades.

Mr. Robert Bleck, authorized agent for Marcin Chrapek, presented the proposed building facades for 2001 Kelley Court. Mr. Bleck stated the proposed tenant is a cabinetry manufacturing business that collects a lot of sawdust. Mr. Bleck stated the sawdust will be collected and sent out towards exterior dust collection equipment. Mr. Bleck stated there are existing windows on the building and the ductwork will use the existing openings. Mr. Bleck stated the dust collectors will be screened by a vertical metal siding that will match the rooftop screening. Mr. Bleck stated they are seeking a variation for the height of the screening equipment for the 17-foot-high enclosure. Mr. Bleck stated the color will match the pre-cast walls and the blue doors provide a nice aesthetic. Mr. Bleck stated there are two dumpsters proposed to occupy two existing parking spaces. Mr. Bleck stated they are working with Village Staff to ensure they can afford to lose these two parking spaces. Mr. Bleck stated the coping on the top of the enclosure will match the rest of the building and there are zero trees that will be removed on-site. Commissioner Kollman questioned how the containers will be emptied. Mr. Bleck stated the dumpsters will be roll-off and there is fencing that can be opened. Commissioner Kollman questioned how the materials from the dust collector will be put inside the dumpster. Mr. Bleck stated they have a flex duct system that will empty into the dumpsters. Chairman Robbins questioned where the screen lands on the rooftop. Mr. Bleck stated it will go to the top of the window and cover the entire ductwork system. Commissioner Rooney confirmed the Zoning Board of Appeals will review this project if it is approved as presented by the Commission.

Commissioner Rooney made a motion, seconded by Commissioner Flader, to recommend the Plan Commission/Zoning Board of Appeals approve the application for new building facades at 2001 Kelley Court, in accordance with the plans submitted.

Motion carried 7 - 0.

Draft February 28, 2022, Zoning Board of Appeals Meeting Minutes

ZBA 22-03 Marcin Chrapek, Applicant
2001 Kelley Court

Request is for a variation to increase the maximum permitted height of screening for ground-mounted mechanical equipment from 10 feet to approximately 16.5 feet for property located in an O-2 Office, Manufacturing and Distribution Park District.

Mr. David Smith, Senior Planner, introduce the variation request to the Zoning Board of Appeals. Mr. Smith stated that the applicant is requesting a variation to increase the maximum permitted

height of screening for ground-mounted mechanical equipment for property located in an O-2 Office, Manufacturing and Distribution Park District at 2001 Kelley Court.
Mr. Bob Bleck, architect and agent for the applicant, described the screening for the manufacturer's dust collector that will be mounted on the ground and to the exterior wall of the building located at 2001 Kelley Court.

Board Member Wheeler asked if there will be enough parking.

Mr. Bleck stated that for Bona Fide there will be more than enough parking. He stated that they are still designing the interior layout of the space inside the building.

Board Member Pyter asked if there will be a substantial amount of noise.

Mr. Bleck stated that there will be a medium amount of noise, but the proposed screening will help to mitigate the noise from the dust collector.

Board Member Rankin asked about the two additional proposed refuse dumpsters to be located adjacent to the dust collector screening wall.

Mr. Bleck stated that one will be used to discard dust and the second will be used for other types of debris.

Temporary Chairman Steffe asked the petitioner what he would like for the Zoning Board of Appeals to do this evening.

Mr. Bleck stated that they are ready for a vote and recommendation to the Village Board.

In the matter of ZBA 22-03, Board Member Rankin moved, seconded by Board Member Wheeler, to recommend the Village Board of Trustees approve a variation to increase the maximum permitted height of screening for ground-mounted mechanical equipment from 10 feet to approximately 16.5 feet for property located in an O-2 Office, Manufacturing and Distribution Park District, in accordance with the plans submitted.

Motion carried 5 - 0.

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

Agenda Item No. 6a

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: March 22, 2022

Agenda Item: **REPORT OF THE PLAN COMMISSION**
PC 22-02, Special Use Permit
Great Lakes Credit Union, Applicant
1509 N. Milwaukee Avenue, Suite 102

Staff Recommendation to Plan Commission: Approve Special Use Permit.

PC Recommendation: To approve. Upon approval, an ordinance will be drafted for Village Board action.

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

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Background: Great Lakes Credit Union proposed to install a drive-thru ATM at their location at 1509 N. Milwaukee Avenue. The Plan Commission heard the request for a Special Use Permit for the drive-thru at the February 28, 2022 meeting.

Members of the Plan Commission concurred with the request as the site allows queuing of up to four (4) vehicles without blocking parking spaces. A motion to recommend Village Board of Trustees approval passed with a vote of 5 - 0.

REPORT OF THE PLAN COMMISSION

REPORT ON: PC 22-02, Great Lakes Credit Union

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

Pursuant to the **APPLICATION** of **GREAT LAKES CREDIT UNION**, being the **LESSEE** of real estate located at **1509 N. MILWAUKEE AVENUE**, the **PLAN COMMISSION** of the Village of Libertyville held a **PUBLIC HEARING** to consider the **APPLICATION FOR A SPECIAL USE PERMIT FOR A DRIVE-IN ESTABLISHMENT ACCESSORY TO A CREDIT UNION FOR PROPERTY LOCATED IN A C-3 GENERAL COMMERCIAL DISTRICT, CHAPTER 26, SECTION 5-4.3**, according to the provisions cited in the Libertyville Municipal code as amended, with the aforesaid real estate being described in Exhibit A, attached.

The aforesaid **PUBLIC HEARING** was duly advertised on **FEBRUARY 11, 2022**, and held virtually on **FEBRUARY 28, 2022**, at **7:00 P.M.**

At the **PUBLIC HEARING** the applicant and witnesses were duly sworn and questioned by the Plan Commission.

From the evidence and testimony submitted, the Plan Commission of the Village of Libertyville hereby finds the following:

Background:

The petitioner, Paul Monahan, Great Lakes Credit Union, has applied for a Special Use Permit for a Drive-In Establishment accessory to a Credit Union and variations for signage for property located in a C-3 General Commercial Development at 1509 N. Milwaukee Avenue.

Special Use Permit for Drive-In Accessory to the Credit Union:

Great Lakes Credit Union is proposing to renovate and re-open its branch as 1509 N. Milwaukee Avenue and lease approximately 1,990 square feet of space from the Tranel Financial Group who will remain in the building as well. The building is approximately 18,700 square feet overall. A drive-up ATM is being added and will have a freestanding, not attached to the building, canopy. The site design allows for queuing of up to four vehicles without blocking existing parking spaces in a single drive-thru lane. The proposed location for the drive-thru was once previously occupied by GLCU from 2000 to 2012. At that time, there were four drive-up lanes; one night depository; two pneumatic tube teller lanes; and a drive-up ATM, all covered by a canopy that extended off the east face of the building. The prior canopy had been removed sometime around 2016. The proposed drive-thru improvements will promote better on site vehicular circulation than the previous drive-thru structure. The Plan Commission supports the proposed improvements to include the drive-thru for the petitioner's ATM equipment with the canopy.

Standards for Special Use Permits:

a. General Standards. No special use permit shall be recommended or granted pursuant to this Section 16-9 unless the applicant shall establish that:

1) *Code and Plan Purposes*. The proposed site plan is consistent with Code and Plan purposes.

2) *Adverse Impact*. There should be no adverse impact effect to the site, adjacent properties, public health, safety, or general welfare.

3) *Interference with Surrounding Development*. The proposed ATM and canopy are being located within an existing paved area and are set back from the property lines to have no impact on the neighboring properties. The location will not adversely impact or alter the circulation patterns of the existing parking lot for the Tranel Financial Group building.

4) *Adequate Public Facilities*. The proposed improvements do not alter or affect the existing site entrance and exit locations and will have no adverse impact on the public facilities or services to the site.

5) *Traffic Congestion*. There is one entrance and one exit from the site, both off of N. Milwaukee Avenue. There is a left turn lane on the northbound side of N. Milwaukee also which will prevent back-ups m the passing lanes.

6) *Destruction of Significant Features*. The proposed ATM and canopy are to be located within an existing asphalt paved lot, and, therefore, will not require the destruction, removal, or damage of any natural or historic features of the site.

7) *Compliance with Standards*. The proposed use is consistent with Village Standards.

b. Special Standards for Specified Special Permit Uses. When the district regulations authorizing any special permit use in a particular district impose use limitations that must be met by such use in such district, a special permit use for that use in that district shall not be recommended or granted unless the applicant shall establish compliance with such special standards.

c. Considerations. In determining whether the applicant's evidence establishes that the foregoing standards have been met, the Plan Commission and the Board of Trustees shall consider:

1) *Public Benefit*. The presence of a Great Lakes Credit Union branch in this location is extremely valuable to the existing members and potential new members living and working In Libertyville.

2) *Alternative Locations*. Great Lakes Credit Union had previously occupied this location and is consistent with the prominent building occupant of a financial institution.

3) *Mitigation of Adverse Impacts*. Great Lakes Credit Union has simplified the design of the ATM canopy to as to reduce any potential for adverse effects on the immediate vicinity.

WHEREFORE, the Plan Commission of the Village of Libertyville, Lake County, Illinois is recommending to the Village President and the Board of Trustees, that this **APPLICATION FOR A SPECIAL USE PERMIT FOR A DRIVE-IN ESTABLISHMENT ACCESSORY TO A CREDIT UNION FOR PROPERTY LOCATED IN A C-3 GENERAL COMMERCIAL DISTRICT** be **APPROVED**.

The vote of the Plan Commission recommending **APPROVAL** was 5 - 0, recorded as follows:

AYES: STEFFE, FLORES, PYTER, RANKIN, WHEELER

NAYS: NONE

ABSENT: MOORE, OAKLEY

Respectfully Submitted, March 15, 2022.

_____
Temporary Chair, Plan Commission

_____
Secretary, Plan Commission

EXHIBIT A

Legal Description of the Property

Lot 3 (Except the Easterly 7.0 Feet Thereof Taken for Road Purposes by Order of February 24, 1960 in Case No. 71329) in Libertyville Estates, a Subdivision of Part of the Southwest 1/4 of Section 9, Township 44 North, Range 11, East of the Third Principal Meridian, According to the Plat Thereof Recorded November 17, 1941 as Document 505018, in Book 28 of Plats, Page 65, in Lake County, Illinois.

Address: 1509 N. Milwaukee Avenue, Libertyville, Illinois
P.I.N.: 11-09-304-003

EXCERPTS FROM APPEARANCE REVIEW COMMISSION AND PLAN COMMISSION MEETING MINUTES

January 17, 2022, Appearance Review Commission Meeting Minutes

ARC 22-04 Great Lakes Credit Union, Authorized Agent for Tranel Real Estate, LLC. 1509 N. Milwaukee Avenue, Suite 102

Request is for new building facades and signage.

Mr. Scot Parker, Mr. Michael Hirsch, and Mr. Paul Monahan, authorized agents for Great Lakes Credit Union, presented the proposed building facades and signage for 1509 N. Milwaukee Avenue, Suite 102. Mr. Parker stated Great Lakes Credit Union used to have a branch at this location and they intend to move back into the same location. Mr. Parker stated there used to be an extended canopy that covered two drive-thru lanes. Mr. Parker stated the proposed work is to install a new ATM, along with a support canopy and bollards. Mr. Parker stated there is an existing monument sign along Milwaukee Avenue and there is a panel on the bottom for Great Lakes Credit Union (that has already been installed). Mr. Parker stated the ATM island would like to have two sign components facing Milwaukee Avenue (east) and one facing to the north. Mr. Parker stated the sign panels are designed to be a dark blue translucent material with white lettering. Mr. Parker stated there is an option to have a laser-cut option instead of the translucent panels. Mr. Parker stated they would like to go whichever route will not slow down their process. Mr. Parker suggested they would like to move forward with the translucent panel (if permitted). Mr. Parker stated an exhibit was provided that confirms the size of the signage will be permitted, while also indicating there will be no signs added onto the building itself.

Commissioner Kollman questioned if there will be lighting underneath the canopy. Mr. Parker confirmed there will be two square downlights to illuminate in front of the ATM. Mr. Hirsch stated the lights will be beneficial for security, too. Commissioner Hartshorne questioned if there will be any issues with blocking the entrance to the building. Mr. Parker appreciates the comment from Commissioner Hartshorne and noted the number of required stacking spaces will not block any parking spaces. Commissioner Flader questioned if there is a possibility to have the ATM at the rear of the property. Mr. Parker stated they have not discussed this option. Mr. Monahan stated they are only leasing out a small portion of the building in the front and it would require a large amount of trenching to have the ATM located at the rear of the property. Mr. Monahan stated it would also require them to go through the Tranel Group's business, which would be undesirable. Mayor Johnson confirmed this location will be ATM drive-up only and there will not be a teller, as there was in the past. Mr. Hirsch confirmed this will be an ATM only and not a drive-up lane. Mr. Hirsch stated they will be operating the same footprint as before, but it will be a cashless branch that focuses on lending services. Mr. Spoden stated the project will proceed to the Plan Commission for area circulation and the project does meet the Zoning Code requirements of having four (4) vehicles as stacking space. Mr. Spoden stated the Police Department has generally favored an ATM to be in front of the building for security reasons. Major Johnson indicated this location did have an issue in the past. Mr. Sandine stated the Plan Commission has the authority to review the translucent sign panel and they can make a recommendation on whether it should be permitted.

Chairman Robbins stated it makes sense for the ATM to be in the front. However, Chairman Robbins noted the amount of signage on the ATM lends itself to be a second monument sign in front of the building. Chairman Robbins stated he understands the calculations are permitted, but the whole structure with signage is concerning. Mr. Hirsch stated the canopy is first-and-foremost for the members and to protect them from the elements. Commissioner Rooney questioned if it would look less as a signage piece if it blended in with the building more. Chairman Robbins noted that could be an option but didn't want to get into redesigning it. Commissioner Galo stated he doesn't think of it in terms of signage, but more as an identifying aspect of the canopy. Commissioner Galo stated he has no issues with the design.

Commissioner Galo made a motion, seconded by Commissioner Hartshorne, to recommend the Plan Commission/Zoning Board of Appeals approve the application for new building facades and signage at 1509 N. Milwaukee Avenue, Suite 102, in accordance with the plans submitted.

Motion carried 6 - 1. Chairman Robbins against.

Draft February 28, 2022, Plan Commission Meeting Minutes

PC 22-02 Great Lakes Credit Union, Applicant
1509 N. Milwaukee Avenue, Suite 102

Request is for a Special Use Permit for a Drive-In Establishment accessory to a Credit Union for property located in a C-3 General Commercial District.

Mr. Scott Parker, Legat Architects, 1125 Tri-State Parkway, Gurnee, IL., introduced the proposed scope of work including a new drive-thru canopy structure and various wall signs attached to the structure. He stated that Great Lakes Credit Union occupied this location a number of years ago, moved out at one point, and then re-occupied this location. He stated that there used to be a drive-thru with a larger canopy attached to the building, but it was removed a number of years ago. He stated that now that Great Lakes is coming back they will need a new drive-thru ATM structure, but it will be detached from the main building.

Mr. Parker stated that the Tranel Financial Group also occupies this building and Great Lakes Credit Union desires to differentiate themselves from Tranel with the proposed signage on the canopy structure. He stated that there are two signs that face Milwaukee Avenue and one sign that faces north. He stated that the sign on the ATM structure that faces north enables drivers to identify the ATM as belonging to Great Lakes as they access the property from Milwaukee Avenue if they miss the signage that faces Milwaukee Avenue.

Mr. Mike Hersh, 7123 North Keystone, Lincolnwood, IL., representative from Great Lake Credit Union, stated that they appeared before the Appearance Review Commission and received a positive recommendation.

Commissioner Pyter stated that he cannot identify the justification for the sign variation.

Mr. Hersh stated that they felt that there was a need for the number of signs on the ATM structure as

it is setback from Milwaukee Avenue far enough that the line of sight to the signs from the vehicles traveling along Milwaukee Avenue is compromised due to the distance.

Commissioner Rankin asked for clarification as to why the petitioner designed the sign panel backgrounds translucent as this is not compliant with the Zoning Code regulation.

Mr. Parker stated that the Appearance Review Commission also pointed out the translucent background, but stated that they weren't certain about the requirement prior to the Appearance Review Commission meeting.

Commissioner Rankin stated that he does not support the sign variations, but does support the Special Use Permit for the drive-thru.

Commissioner Flores stated that she supports the Special Use Permit for the drive-thru, but does not support the sign variations. She stated that it does not seem like the applicant should need the lower of the two signs facing Milwaukee Avenue, she would support one sign facing Milwaukee Avenue and the other sign facing north.

Mr. Hersh stated that they would consider reducing the number of signs by one and replace the removed sigh with the wave logo.

Commissioner Wheeler asked for clarification of the regulation regarding internally lit signage.

Mr. David Smith, Senior Planner, explained the Zoning Code requirement that prohibits the background of the sign panel to be translucent, but does allow the logos and lettering to be translucent with the panel background to be opaque. He stated that the Zoning Board of Appeals can make the motion for approval with conditions that can address the translucency issue depending as to what the applicant agrees with.

Ms. Brooke Lenneman, Village Attorney, stated that the Zoning Board of Appeals can move forward with a motion and if they deny the translucent background then the applicant would have to apply for a permit that complied with Code. She stated that the Zoning Board of Appeals can amend their motion to support the sign variation request for only three signs instead of four.

Mr. Hersh stated that he would hope to get this issue resolved as soon as possible. He stated that they will agree to remove the north facing sign on the canopy for a revised variation for a total of 3 signs.

In the matter of PC 22-02, Commissioner Flores moved, seconded by Commissioner Rankin, to recommend that the Village Board of Trustees approve a Special Use Permit for a Drive-In Establishment accessory to a Credit Union for property located in a C-3 General Commercial District, in accordance with the plans submitted.

Motion carried 5 - 0.

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

Agenda Item No. 6b

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: March 22, 2022

Agenda Item: **REPORT OF THE ZONING BOARD OF APPEALS**
ZBA 22-04, Variations for Signage
Great Lakes Credit Union, Applicant
1509 N. Milwaukee Avenue, Suite 102

Staff Recommendation to Zoning Board of Appeals: Deny variations for signage.

ZBA Recommendation: Approve variation for number of signs from 2 to 3. Upon approval, an ordinance will be drafted for Village Board action. Deny variation to allow background of sign panels to be translucent.

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

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Background: At the February 28, 2022 meeting, the Zoning Board of Appeals heard a request for variations to increase the number of signs at 1509 N. Milwaukee Avenue from three (3) to four (4) and to allow the canopy signs to be translucent. During the course of the meeting, the number of signs was reduced to three (3) and the petitioner withdrew the request for translucent signs.

Members of the Zoning Board of Appeals concurred with the revised request. A motion to recommend Village Board of Trustees approval passed with a vote of 4 - 1, subject to the submittal of revised plans prior to Village Board review. Staff notes that the revised plans have been received and included in the packet for review.

REPORT OF THE ZONING BOARD OF APPEALS

REPORT ON: ZBA 22-04, Great Lakes Credit Union

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

Pursuant to the **APPLICATION of GREAT LAKES CREDIT UNION**, being the **LESSEE** of real estate located at **1509 N. MILWAUKEE AVENUE, SUITE 102**, the **ZONING BOARD OF APPEALS** of the Village of Libertyville held a **PUBLIC HEARING** to consider the **APPLICATION FOR VARIATIONS TO INCREASE THE MAXIMUM PERMITTED NUMBER OF BUSINESS SIGNS FROM TWO (2) TO THREE (3); AND FROM ZONING CODE SECTION 26-11-3.4(A)(1) IN ORDER TO ALLOW INTERNALLY ILLUMINATED SIGNS TO ALLOW THE BACKGROUND OF SIGN PANELS TO BE TRANSLUCENT FOR PROPERTY LOCATED IN A C-3 GENERAL COMMERCIAL DISTRICT, CHAPTER 26, SECTIONS 11-12 AND 11-3**, according to the provisions cited in the Libertyville Municipal Code as amended, with the aforesaid real estate being described in Exhibit A, attached.

The aforesaid **PUBLIC HEARING** was duly advertised on **FEBRUARY 11, 2022**, and held virtually on **FEBRUARY 22, 2022**, at **7:00 P.M.** Written notice was served by certified mail, return receipt requested to all property owners within 250 feet of the site.

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

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

Background:

The petitioner, Paul Monahan, Great Lakes Credit Union, has applied for a Special Use Permit for a Drive-In Establishment accessory to a Credit Union and variations for signage for property located in a C-3 General Commercial Development at 1509 N. Milwaukee Avenue.

Regarding the Sign Variations

The Zoning Code states that each business occupancy shall be permitted to have not more than one (1) business sign shall be permitted to be attached to a facade and not more than a total of two (2) business signs are permitted per business occupancy. The applicant originally proposed three (3) translucent internally illuminated sign panels on the face of the canopy. Two of the canopy sign panels would face east toward Milwaukee Avenue and the third would face north towards vehicles queuing for the ATM service. In addition, there is one existing, double-face, freestanding pylon sign between the parking lot and the North Milwaukee Avenue right-of-way that currently includes a sign panel for Tranel Financial Group and a Great Lakes Credit Union panel is to be added for a total of four business signs for GLCU.

Report of the Zoning Board of Appeals, ZBA 22-04

The petitioner is proposing a total gross sign area for all four signs to be approximately 60.5 square feet. Zoning Code Section 26-11-12(c)(3) states that the maximum permitted gross surface area for all permitted business sings shall not exceed eight (8%) percent of the area of the principal business facade. In terms of maximum square footage allowed, the petitioner would be permitted up to 96.8 square feet of gross sign area therefore would be compliant with total sign area.

Zoning Code Section 26-11-3.4(a)(1) states that signs may be illuminated internally, but only the copy and logo of cabinet signs shall be of translucent materials, the background of such signs shall be of opaque material. The original petition included the sign panels to be backlit and translucent which is not permitted by the Zoning Code.

During the course of the public hearing, the petitioner reduced the number of signs on the canopy from three (3) to two (2) and withdrew the request for a variation for translucent signs.

The Zoning Board of Appeals finds that carrying out of the strict letter of the provisions of the Zoning Code would create a practical difficulty or particular hardship for the applicant. The requested variation does satisfy each of the standards listed in Section 16-8.7 of the Zoning Code, as follows:

a. *General Standard.* No variation shall be granted pursuant to this Section 16-8 unless the applicant shall establish that carrying out the strict letter of the provisions of this Code would create a particular hardship or a practical difficulty. Such a showing shall require proof that the variation being sought satisfies each of the standards set forth in this Section 16-8.7.

b. *Unique Physical Condition.* Additional signage is desired due to the site conditions of the property. Not only identifying the ATM as being owned by Great Lakes Credit Union separate from the Tranel Financial Group building, but also to notify drivers on Milwaukee Avenue and to direct drivers that have entered the parking lot.

c. *Not Self-Created.* The building and parking lot are existing conditions and not being altered by the ATM.

d. *Denied Substantial Rights*. The petitioner would be denied substantial rights enjoyed by others if denied the variation.

e. *Not Merely Special Privilege.* The additional proposed signage is modest and does not grant Great Lakes Credit Union any special privilege, merely the ability to identify the ATM and direct incoming traffic to the ATM.

f. *Code and Plan Purposes.* The additional proposed signage does not affect the use or development of the subject lot.

g. *Essential Elements of the Area.* The variation would not result in a use or development on the subject lot that:

1) Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development, or value of property or improvements permitted in the vicinity; or
2) Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or
3) Would substantially increase congestion in the public streets due to traffic or parking; or
4) Would unduly increase the danger of flood or fire; or
5) Would unduly tax public utilities and facilities in the area; or
6) Would endanger the public health or safety.

h. *No Other Remedy*. Due to the existing conditions and the limited scope of work proposed, the ATM location for the proposed signage is the most efficient and least impactful resolution to properly identify the ATM as Great Lakes Credit Union's and direct traffic both externally and internally on the site.

Regarding ZBA 22-04.2), the Zoning Board of Appeals finds that carrying out of the strict letter of the provisions of the Zoning Code would not create a practical difficulty or particular hardship for the applicant. The requested variation to allow internally illuminated signs to allow the background of sign panels to be translucent does not satisfy each of the standards listed in Section 16-8.7 of the Zoning Code.

WHEREFORE, the Zoning Board of Appeals of the Village of Libertyville, Lake County, Illinois is recommending to the Village President and the Board of Trustees, that this **APPLICATION FOR A VARIATION TO INCREASE THE MAXIMUM PERMITTED NUMBER OF BUSINESS SIGNS FROM TWO (2) TO THREE (3) FOR PROPERTY LOCATED IN A C-3 GENERAL COMMERCIAL DISTRICT** be **APPROVED, SUBJECT TO THE FOLLOWING CONDITION: 1) THAT THE APPLICANT SUBMIT REVISED SIGN PLANS SHOWING THE REMOVAL OF THE NORTH FACING CANOPY SIGN FROM THE PLANS PRIOR TO THIS ITEM GOING TO THE VILLAGE BOARD MEETING.**

The vote of the Zoning Board of Appeals recommending **APPROVAL** was 5 - 0, recorded as follows:

AYES: STEFFE, FLORES, PYTER, RANKIN, WHEELER

NAYS: NONE

ABSENT: MOORE, OAKLEY

WHEREFORE, the Zoning Board of Appeals of the Village of Libertyville, Lake County, Illinois is recommending to the Village President and the Board of Trustees, that this **APPLICATION FOR A VARIATION FROM ZONING CODE SECTION 26-11-3.4(A)(1) IN ORDER TO ALLOW INTERNALLY ILLUMINATED SIGNS TO ALLOW THE BACKGROUND OF SIGN PANELS TO BE TRANSLUCENT FOR PROPERTY LOCATED IN A C-3 GENERAL**

Report of the Zoning Board of Appeals, ZBA 22-04

COMMERCIAL DISTRICT be **DENIED.**

The vote of the Zoning Board of Appeals recommending **APPROVAL** was 0 - 5, recorded as follows:

AYES: STEFFE, FLORES, PYTER, RANKIN, WHEELER

NAYS: NONE

ABSENT: MOORE, OAKLEY

Respectfully Submitted, March 15, 2022.

_____

Temporary Chair, Zoning Board of Appeals

_____

Secretary, Zoning Board of Appeals

EXHIBIT A

Legal Description of the Property

Lot 3 (Except the Easterly 7.0 Feet Thereof Taken for Road Purposes by Order of February 24, 1960 in Case No. 71329) in Libertyville Estates, a Subdivision of Part of the Southwest 1/4 of Section 9, Township 44 North, Range 11, East of the Third Principal Meridian, According to the Plat Thereof Recorded November 17, 1941 as Document 505018, in Book 28 of Plats, Page 65, in Lake County, Illinois.

Address: 1509 N. Milwaukee Avenue, Libertyville, Illinois
P.I.N.: 11-09-304-003

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

Appearance Review Commission Meeting Minutes

[Please refer to Agenda Supplement for PC 22-02]

Draft February 28, 2022, Zoning Board of Appeals Meeting Minutes

ZBA 22-04 Great Lakes Credit Union, Applicant
1509 N. Milwaukee Avenue, Suite 102

Request is for variations: 1) to increase the maximum permitted number of business signs from two (2) to four (4); and 2) from Zoning Code Section 26-11-3.4(a)(1) in order to allow internally illuminated signs to allow the background of sign panels to be translucent for property located in a C-3 General Commercial District.

Mr. Scott Parker, Legat Architects, 1125 Tri-State Parkway, Gurnee, IL., introduced the proposed scope of work including a new drive-thru canopy structure and various wall signs attached to the structure. He stated that Great Lakes Credit Union occupied this location a number of years ago, moved out at one point, and then re-occupied this location. He stated that there used to be a drive-thru with a larger canopy attached to the building, but it was removed a number of years ago. He stated that now that Great Lakes is coming back they will need a new drive-thru ATM structure, but it will be detached from the main building.

Mr. Parker stated that the Tranel Financial Group also occupies this building and Great Lakes Credit Union desires to differentiate themselves from Tranel with the proposed signage on the canopy structure. He stated that there are two signs that face Milwaukee Avenue and one sign that faces north. He stated that the sign on the ATM structure that faces north enables drivers to identify the ATM as belonging to Great Lakes as they access the property from Milwaukee Avenue if they miss the signage that faces Milwaukee Avenue.

Mr. Mike Hersh, 7123 North Keystone, Lincolnwood, IL., representative from Great Lake Credit Union stated that they appeared before the Appearance Review Commission and received a positive recommendation.

Board Member Pyter stated that he cannot identify the justification for the sign variation.

Mr. Hersh stated that they felt that there was a need for the number of signs on the ATM structure as it is setback from Milwaukee Avenue far enough that the line of sight to the signs from the vehicles traveling along Milwaukee Avenue is compromised due to the distance.

Board Member Rankin asked for clarification as to why the petitioner designed the sign panel backgrounds translucent as this is not compliant with the Zoning Code regulation.

Mr. Parker stated that the Appearance Review Commission also pointed out the translucent

background, but stated that they weren't certain about the requirement prior to the Appearance Review Commission meeting.
Board Member Rankin stated that he does not support the sign variations, but does support the Special Use Permit for the drive-thru.

Board Member Flores stated that she supports the Special Use Permit for the drive-thru, but does not support the sign variations. She stated that it does not seem like the applicant should need the lower of the two signs facing Milwaukee Avenue, she would support one sign facing Milwaukee Avenue and the other sign facing north.

Mr. Hersh stated that they would consider reducing the number of signs by one and replace the removed sigh with the wave logo.

Board Member Wheeler asked for clarification of the regulation regarding internally lit signage.

Mr. David Smith, Senior Planner, explained the Zoning Code requirement that prohibits the background of the sign panel to be translucent, but does allow the logos and lettering to be translucent with the panel background to be opaque. He stated that the Zoning Board of Appeals can make the motion for approval with conditions that can address the translucency issue depending as to what the applicant agrees with.

Ms. Brooke Lenneman, Village Attorney, stated that the Zoning Board of Appeals can move forward with a motion and if they deny the translucent background then the applicant would have to apply for a permit that complied with Code. She stated that the Zoning Board of Appeals can amend their motion to support the sign variation request for only three signs instead of four.

Mr. Hersh stated that he would hope to get this issue resolved as soon as possible. He stated that they will agree to remove the north facing sign on the canopy for a revised variation for a total of 3 signs.

In the matter of ZBA 22-04.1), Board Member Flores moved, seconded by Board Member Rankin, to recommend the Village Board of Trustees approve a variation to increase the maximum permitted number of business signs from two (2) to three (3) for property located in a C-3 General Commercial District, subject to the following condition: 1) That the applicant submit revised sign plans showing the removal of the north facing canopy sign from the plans prior to this item going to the Village Board meeting.

Motion carried 4 - 1.

Ayes: *Steffe, Flores, Rankin, Wheeler*
Nays: *Pyter*
Absent: *Moore, Oakley*

In the matter of ZBA 22-04.2), Board Member Pyter moved, seconded by Board Member Wheeler, to recommend the Village Board of Trustees approve a variation from Zoning Code Section 26-11-3.4(a)(1) in order to allow internally illuminated signs to allow the background of sign panels to be

translucent for property located in a C-3 General Commercial District.

Motion failed 0 - 5.

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

Agenda Item No. 7

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	March 22, 2022
Agenda Item:	**REPORT OF THE PLAN COMMISSION** **PC 20-29, Amendment to the Special Use Permit for a Planned Development** **PC 20-30, Amendment to the Planned Development Final Plan** **PC 20-31, Amendment to the Special Use Permit for a Sports and Entertainment Complex** **PC 20-32, Amendment to the Site Plan Permit** **PC 20-33, Final Plat of Subdivision** **PC 20-35, Amendment to the Planned Development Final Plan** **PC 20-36, Final Plat of Subdivision** Village of Libertyville, Applicant Midwest Industrial Funds, Applicant 1800, 1850, and 1950 N. US Highway 45
Staff Recommendation to Plan Commission:	Approve Amendment to the Special Use Permit for a Planned Development; Amendment to the Planned Development Final Plan; Amendment to the Special Use Permit for a Sports and Entertainment Complex; Amendment to the Site Plan Permit; Final Plat of Subdivision; Amendment to the Planned Development Final Plan; and Final Plat of Subdivision.
PC Recommendation:	To approve. Upon approval, ordinances will be drafted for Village Board action.
Staff Contact:	John P. Spoden, Director of Community Development

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Background: On February 14, 2022, the Plan Commission held a public meeting on the Final Development Plan to develop the land to the south of the Sports Complex at 1800 N. US Highway 45. Included in the proposal is construction of two office/warehouse/industrial buildings and realignment and additional parking at the Sports Complex site.

The industrial/office buildings would be constructed by Midwest Industrial as Spec Space. Land uses are proposed to be consistent with the underlying O-2 Office, Manufacturing and Distribution Park District. If the petitioner proposes a use that is listed as Specially Permitted, then a public hearing would be held at that time.

The major items discussed during the meeting were as follows:

Sports Complex:

- *Realignment/addition of parking spaces:* Roadways are proposed to be realigned and parking added to allow the Complex to operate without use of the parking to the south of the building.
- *Sidewalk*: Members of the Plan Commission voiced support for a sidewalk on the south side of the building to provide pedestrian connection to expanded parking to the east. Staff has reviewed this issue and found that the site grades do not work for a sidewalk in the current layout. Staff offers to monitor the situation with Canlan Sports and either address the rear door to allow full access, or redesign the roadway to be one-way and include a pedestrian carriage walkway.
- *Traffic Signal:* At the Concept Plan level, it was discussed that the Tempel Road leg of the intersection at Rt. 45 opposite the Sports Complex meets the warrant for a traffic signal. The Sports Complex use does not meet the warrants alone. Staff is committed to conducting a funding study for a signal at this intersection. The study remains a development condition of the project.

Midwest Proposal

- *Truck traffic:* The buildings are designed with a centralized truck court to separate trucks from cars as much as possible. Concerns from the neighbors were stated regarding the increase in truck traffic on adjoining roadways. Truck traffic will be allowed on-site, however, a Truck Terminal is not allowed in the current zoning district nor is it being proposed. Land uses being considered are consistent with the underlying zoning. Trucks will not be allowed north of the interior truck dock area.
- *Traffic Concerns:* Both adjoining roadways are under the jurisdiction of the Illinois Department of Transportation (IDOT) which has approved the Traffic Impact Study. No additional or changes to the geometrics of the site are required by IDOT.
- *Connection to Peterson Road:* The current site has a connector road to Peterson. The development of the property does not lend itself to a full roadway, but a clear connection is proposed along the south end of the Midwest building and access is provided through the western parking lot.
- *Water Runoff and Quality:* Neighbor concerns voiced included stormwater impacts on downstream properties and water quality. It was reviewed that the detention basin will be rebuilt to address all volume and release rate requirements through an expansion of the basin and the installation of a new outlet control structure. The basin is also being constructed to meet applicable water quality requirements which include an expanded wetland-bottom footprint consisting of native plantings.

At the conclusion of the meeting, the Plan Commission debated whether the Final Plan was in substantial conformity with the Concept Plan. A motion was made to recommend Village Board of Trustees approval of the Final Plan subject to the development conditions listed in the DRC Report (see attached). The motion was approved with a vote of 4 – 3 with dissenters noting a concern with the size of the industrial development, the lack of a separate connector road to Peterson and the lack of a sidewalk connecting the east parking lot of the Sports Complex and the main entrance to the building.

REPORT OF THE PLAN COMMISSION

REPORT ON: PC 20-29, PC 20-30, PC 20-31, PC 20-32, and PC 20-33, Village of Libertyville
PC 20-35 and PC 20-36, Midwest Industrial Funds

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

Pursuant to the **APPLICATION** of the **VILLAGE OF LIBERTYVILLE**, being the **OWNER**, and **MIDWEST INDUSTRIAL FUNDS**, being the **CONTRACT PURCHASER**, of real estate located at **1800, 1850, and 1950 N. US HIGHWAY 45**, the **PLAN COMMISSION** of the Village of Libertyville held a **PUBLIC HEARING** to consider the **APPLICATION FOR FINAL APPROVAL FOR AN AMENDMENT TO THE SPECIAL USE PERMIT FOR A PLANNED DEVELOPMENT, FINAL APPROVAL FOR AN AMENDMENT TO THE PLANNED DEVELOPMENT FINAL PLAN, FINAL APPROVAL FOR AN AMENDMENT TO THE SPECIAL USE PERMIT FOR A SPORTS AND ENTERTAINMENT COMPLEX, FINAL APPROVAL FOR AN AMENDMENT TO THE SITE PLAN PERMIT FOR A SPORTS AND ENTERTAINMENT COMPLEX IN ORDER TO REDUCE THE LAND AREA FOR THE VILLAGE OF LIBERTYVILLE SPORTS COMPLEX, REMOVAL OF THE GOLF LEARNING CENTER (GLC) AND FAMILY ENTERTAINMENT CENTER (FEC), AND TO ADD INDUSTRIAL AND COMMERCIAL LAND USES, AND FINAL PLAT OF SUBDIVISION IN ORDER TO DEVELOP INDUSTRIAL AND COMMERCIAL LAND USES; AND FINAL APPROVAL FOR AN AMENDMENT TO THE PLANNED DEVELOPMENT FINAL PLAN, AND FINAL PLAT OF SUBDIVISION IN ORDER TO DEVELOP INDUSTRIAL AND COMMERCIAL LAND USES FOR PROPERTY LOCATED IN AN O-2, OFFICE, MANUFACTURING AND DISTRIBUTION PARK DISTRICT, CHAPTER 26, SECTION 26-6-3**, according to the provisions cited in the Libertyville Municipal code as amended, with the aforesaid real estate being described in Exhibit A, attached.

The aforesaid **PUBLIC HEARING** was duly advertised on **OCTOBER 29, 2020**, and held virtually at 7:00 p.m., commencing on **NOVEMBER 23, 2020**, and concluding on **FEBRUARY 14, 2022**.

At the **PUBLIC HEARING** the applicant and witnesses were duly sworn and questioned by the Plan Commission.

From the evidence and testimony submitted, the Plan Commission of the Village of Libertyville hereby finds the following:

Background/History:

The application for Concept Approval to Amend the Planned Development and Preliminary Plat of Subdivision in order to redevelop portions of the Libertyville Sports Complex campus property was before the Plan Commission at their June 22, 2020, meeting. Following the Plan Commission meeting the Village Board of Trustees approved requests for the Concept Approvals and Preliminary Plat of subdivision on August 12, 2020.

Report of the Plan Commission
PC 20-29, PC 20-30, PC 20-31, PC 20-32, PC 20-33, PC 20-35, and PC 20-36

Following Village Board approval of concept plans and preliminary plat, applications for Amendment to the Village of Libertyville Comprehensive Plan Future Land Use Map, to Amend the Special Use Permit, to Amend the Planned Development Final Plan, to Amend the Site Plan Permit and Amend the Final Plat of Subdivision in order to redevelop portions of the Libertyville Sports Complex campus property appeared before the Plan Commission at their November 23, 2020, meeting. Petitioners gave their presentations, testimony was heard, and questions by the Plan Commission were put on record. At the conclusion of the November 23, 2020, meeting the Plan Commission made a motion to continue the items in order to provide an opportunity to the petitioners to make the appropriate revisions to their plans.

Revisions have been made and updated plans have been submitted to the Village for review and recommendation.

The Village's 48-acre Sports Complex property is located at the northeast corner of US Highway 45 and Peterson Road and zoned O-2 Office, Manufacturing and Distribution Park District. The facility consists of the Libertyville Sports Complex building located in the 17-acre northern half of the 48-acre campus with an adjoining softball field and ice hockey rink. The now closed Golf Learning Center (GLC) driving range, and the Family Entertainment Center (FEC) miniature golf course is located south of the Sports Complex building. The site was initially developed as a Planned Development therefore changes to the site shall require amending the initial approvals.

The GLC site and a portion of the FEC are under contract for sale to Midwest Industrial Funds for a two-structure industrial/flex development on approximately 19 acres. As the entire site was initially developed under a Planned Development, the proposed project will require amending the existing approvals for which the Village is seeking through this application. The developer Midwest Industrial Funds is separately applying for site approvals. The corner property, approximately 2.77 acres, will remain in the ownership of the Village of Libertyville. At such time that a tenant or proposed owner presents a plan in line with the Comprehensive Plan Land Use Map, a Final Development Plan will be submitted to the Plan Commission.

Village Staff has completed a review of the two separate petitions for Final Approvals provided by (1) the Village of Libertyville (Sports Complex Property), and (2) Midwest Industrial Funds (Industrial Development, 2 lots). At the time of the previous concept plan application submittal a third (3) petition by 45Peterson, LLC (Gas Station with Convenience Store Development) received Concept Approval by the Village Board of Trustees to develop the immediate southwest corner just south of the proposed Midwest Industrial Funds industrial/flex buildings in August of 2020 but has since then withdrawn their petition. Midwest Industrial Funds has agreed to grade and make pad ready the corner site.

For purposes of Staff review, the comments below have been separated accordingly per the individual submittal packages.

(1) LIBERTYVLLE SPORTS COMPLEX APPLICATION REVIEW

Applicant: **Village of Libertyville**
Plan Commission Case Numbers: **PC 20-28, PC 20-29, PC 20-30, PC 20-31, PC 20-32, and PC 20-33**

PLANNING DIVISION COMMENTS:

1. The Village remains committed to public safety improvements and will seek funding alternatives for engineering and construction of a traffic signal at the intersection of Rt. 45 and Tempel Drive. Installation of a traffic signal at that location is subject to approval by the Illinois Department of Transportation and future Village Budget allocation of funds.

ENGINEERING DIVISION COMMENTS:

Engineering Plans prepared by RTM Consultants, last revised 09/11/20

Note: Revised plans were not submitted at this time for improvements within the Sports Complex parcel, as staff has determined that all remaining comments are items that would be required to be addressed prior to permit issuance. All following comments within this "*Libertyville Sports Complex Application Review*" subsection remain from the previous DRC report, dated November 20, 2020, and shall be addressed by the appropriate entities prior to issuance of site development permits.

1. Please revise the title at the top of Sheet C0.0 to read, "*Final Engineering Plans for*:"
2. It is acknowledged that stormwater detention for the increase of impervious area on this property is being accommodated by the detention improvements being proposed within the plan submittal for the industrial development.
3. It is acknowledged that the hydrologically disturbed area for this site is less than 1-acre. Therefore, an IEPA NPDES permit is not required for this property.
4. Additional review comments have been provided by Christopher B. Burke, Ltd. with regards to review of the stormwater management system and conformance with the Lake County Watershed Development Ordinance (letter dated 10/22/20). Please also address their comments and provide point-by-point responses to each item.

FIRE DEPARTMENT COMMENTS:

1. Provide an AutoTurn diagram showing the Libertyville ladder truck can navigate the southeast corner of the Sports Complex with the new parking configuration.
2. Ensure hydrant spacing is maintained if any hydrants are relocated.
3. Ensure landscaping is not blocking or obscuring Fire Department connections or external notification devices.

(2) MIDWEST INDUSTRIAL FUNDS APPLICATION REVIEW

Applicant: **Midwest Industrial Funds**
Plan Commission Case Numbers: **PC 20-34, PC 20-35, and PC 20-36**

PLANNING DIVISION COMMENTS:

1. "The Reciprocal Easement Agreement" (REA) or alternatively the Declaration of Covenants Conditions and Restrictions document has not been received and is necessary to complete the review and is an outstanding requirement of the purchase agreement. This document must include various items as described in the initial purchase agreement, such as access, maintenance and obligations related to shared drives, signage, detention, wetlands, etc. It is understood by Staff that the Attorney for Midwest Industrial Funds is currently working on this draft document. The REA does not require Plan Commission review.
2. At the time of site development or construction permit application submittal please remove all indications of any kind of development from the proposed Lot 3 from all exhibits other than the demolition of existing improvements and the grading as indicated in the Pinnacle Engineering Group Engineering Plans dated January 21, 2022 or as subsequently amended per the review and approval of the Village of Libertyville Engineering Division.
3. Staff notes that only those land uses listed as Permitted Uses or Special Permitted Uses in the O-2 Office, Manufacturing and Distribution Park District in the Village of Libertyville Zoning Code may apply for tenant occupancy for the Midwest Industrial Funds buildings. If a future tenant is a land use that falls under the Special Permitted Use category then they will have to apply for a Special Use Permit which requires a public hearing in front of the Plan Commission and Village Board approval. Please note that truck terminals are not permitted in the O-2 Office, Manufacturing and Distribution Park District.
4. Both wall mounted and pole mounted light fixtures shall not exceed 25 feet in height. Staff notes that Midwest Industrial Funds is proposing LED Area Luminaire fixtures with lighting elements recessed into each fixture housing and they point downward. Further, external glare shields shall be affixed as needed in order to mitigate any direct glare from spilling off site onto neighboring properties.

BUILDING DIVISION COMMENTS:

Provide complete construction permit documents signed/sealed by an IL Licensed Architect prior to building permit review.

ENGINEERING DIVISION COMMENTS:

Engineering Improvement Plans prepared by Pinnacle Engineering Group, dated 03/06/20, last revised 01/21/22

Note: Revised documents were provided for staff review of the proposed subdivision at this time. The following comments are based on staff's latest review. Comment numbers are carried over from the November 20, 2020 DRC Staff report.

25. The outfall invert for Flared End Section (35)(3)(1) is shown to be at an elevation (743.00) that is lower than the receiving existing flared end section (743.44). The proposed FES should be revised accordingly. It appears that the slope of the upstream storm sewer may be able to be revised to raise this invert elevation.

    Applicant response: The outfall invert for this Flared End Section has been revised to provide positive drainage through the pipe. Please note all storm structures have been renumbered.

    Village response: Comment remains. Outfall invert (now labeled as STM-67) is shown with an invert elevation of 743.00, while the receiving existing 48" RCP invert elevation is 743.44).

46. It should be noted that the Reciprocal Easement Agreement ("REA") required for this development will need to define private utility ownership and maintenance responsibilities (i.e. storm sewer and site lighting). As currently designed, many of these private utilities will overlap property lines. The REA will need to identify the limits and scope of each property owner's responsibilities.

    Applicant response: REA is being worked on and maintenance of utilities will be defined.

    Village response: Comment remains for reference.

49. On the Grading Plan, label the rim elevation of the storm structure located near the NW corner of Lot 1 in the middle of the intersection. It appears that the currently proposed rim elevation conflicts with the direction of flow indicated by the drainage arrows.

    Applicant response: The flow arrows in this area have been corrected. This manhole is not a low point at this intersection, and the rim grade shown is correct.

    Village response: Comment remains. Staff was not able to locate a rim elevation for this structure on either the Grading Plan (C-14) or the Utility Plan (C-20) sheets. Please add the rim elevations for *all* existing storm structures that are to remain to both the Grading Plan and Utility Plan sheets.

55. There are existing wetlands present on the site. It should be noted that any approvals required for impacts to the wetlands must be obtained from the Lake County Stormwater Management Commission (LCSMC) and/or the United States Army Corps of Engineers (USACE). Please copy the Village Engineer on any correspondence with these entities.

    Applicant response: The Village Engineer will be copied on all correspondence.

    Village response: Comment remains for reference.

56. The plans are currently indicating work within the rights-of-way for both Peterson Road and US Highway 45. Permit approval from the Illinois Department of Transportation (IDOT) will be required accordingly. Please copy the Village Engineer on all correspondence with IDOT.

Applicant response: The Village Engineer will be copied on all correspondence.

Village response: Comment remains for reference.

57. The final Architectural floor plans and Plumbing drawings will need to be provided for review to the Lake County Public Works Department (LCPW). The Applicant is required to provide information to LCPW to determine the amount of a Lake County Sanitary Connection Fee for the development. The Applicant may contact LCPW directly at 847.377.7500.

Applicant response: Noted. This information will be provided upon building permit submittal.

Village response: Comment remains for reference.

58. Permit approval will be required from the IEPA for the proposed water main.

Applicant response: The IEPA water permit will be submitted once the permit is issued.

Village response: Comment remains for reference.

59. Permit approval will be required from the IEPA for the proposed sanitary sewer.

Applicant response: The IEPA sanitary permit will be submitted once the permit is issued.

Village response: Comment remains for reference.

60. It should be noted that a Development Agreement will need to be approved prior to Village issuance of site development permits. It is understood that a draft version of the Development Agreement is currently under review.

Applicant response: Noted.

Village response: Comment remains for reference.

61. It is understood that a Reciprocal Easement Agreement is to be established for the subdivision. This document will need to be an exhibit to the Development Agreement and shall address all necessary easements, as well as the responsibilities of each property owner regarding maintenance of all improvements which will not be public.

Applicant response: REA is being worked on.

Village response: Comment remains for reference.

62. In accordance with the aforementioned Development Agreement, a Letter of Credit will be required for the public improvements. This Letter of Credit will also need to be provided prior to permit issuance.

Applicant response: Noted.
Village response: Comment remains for reference.

Final Plat of Subdivision prepared by Pinnacle Engineering Group, last revised 09/30/2020

65. While it is understood that a Reciprocal Easement Agreement (REA) will be established for the property, the Final Plat of Subdivision should identify the locations and limits of intended easements. The Plat of Subdivision could then be an Exhibit referenced within the REA.

At a minimum, the following easements should be provided:

a. Village Utility Easements – Public watermain (*including through Lot 4*), sanitary sewer, and 30" parallel storm sewers running through SE corner of Lot 2

b. Stormwater Management Easement – Smaller detention basin located within Lot 4

c. Public Utility Easements – As needed for 'dry' utilities

d. Ingress-Egress Easements

   i. Access for benefit of all lots through site.

   ii. Easement should extend through the interior and entrance for Lot 4.

   iii. Easement likely also needed over the shared drive between Lots 1 and 2, as access drive straddles the property line.

   iv. It is recommended that this easement be extended to the south property line of Lot 2 to avoid the need for additional easements within Lot 2 at the time of future Lot 3 development.

   v. Easement on Lot 2 would be needed east of the Peterson Rd entrance for the access drive to the pumping station.

e. Signage Easements

f. Private Sanitary Service Easement for Lot 4 – Easement needed within Lot 1 for the benefit of Lot 4, over the existing sanitary sewer that is to remain at the north end of the property.

g. Private Storm Sewer Easement – Easement needed within Lot 1 for the benefit of Lot 4, over the existing storm sewer that is to remain at the north end of the property.

h. Private Water Service Easement for Lot 2 – Private service for Lot 2 overlaps into private property of Lot 1

i. Private Water Service Easement for Lot 3 – Private service for Lot 3 overlaps into private property of Lot 2

j. Private Sanitary Service Easement for Lot 1 – Private service for Lot 1 overlaps into private property of Lot 2

k. Private Sanitary Service Easement for Lot 3 – Private service for Lot 3 overlaps into private property of Lot 2

l. Pedestrian cross-access easements should also be provided.

m. If the applicant desires to address any of the aforementioned easements solely within the REA as opposed to on the Plat of Subdivision, these items should be reviewed prior with Village staff for concurrence.

Applicant response: Easement added to plat.

Village response: Comment remains for items f through k. It does not appear that private utility easements have been added to address these items. These private utilities have been encompassed within the proposed 'Village Utility Easements', which in their current state would not be appropriate given the provisions of these easements are related to Village-owned utilities. If private easements are not going to be implemented as originally commented, this matter will need to be addressed further within revisions to the current provisions or within the aforementioned REA.

68. Add the following note to the Plat: "*Existing wetland area within Lot 3 is under the jurisdiction of the U.S. Army Corps of Engineers. Permit authorization from that agency will be required for impacts to this wetland as part of the approval process for the future development of Lot 3*."

Applicant response: Note added.

Village response: The note was added as requested; however, this note is no longer applicable now that the geometry of Lot 3 has been revised and the wetlands no longer encroach into Lot 3. Therefore, please now remove this note.

69. It should be noted that IDOT approval and signatures will need to be obtained on the Plat prior to Village approval and execution. This item is anticipated to be critical to the project timeline.

Applicant response: Noted.

Village response: Comment remains for reference.

70. It should also be noted that USACE approval for the impact to Area 1 will need to be obtained prior to Village approval and execution of the Plat.

Applicant response: Noted.

Village response: Comment remains for reference.

NEW COMMENTS from Engineering Division:

1. Staff acknowledges that the detention basin has been designed with sufficient proposed volume (29.9 ac-ft) compared to the required storage volume (18.0 ac-ft), and that the proposed release rate from the site (11.6 cfs) is being reduced from the existing conditions (23.1 cfs). It is further acknowledged that the ultimate discharge location for the site is the existing 48" culvert that runs beneath the railroad and IL Route 137 in the northeasterly direction, and that this pipe is to remain unchanged by the project.

2. Staff recognizes that the parallel 30" storm culverts were previously requested to be located within a Village Utility Easement on the Plat of Subdivision; however, the easement encompassing these pipes should now be revised to be a Stormwater Management Easement. perpetual ownership and maintenance responsibilities for these sewers shall be consistent with the provisions of the stormwater management areas located both upstream and downstream of these sewers within Lot 5.

3. It appears that there are discrepancies on the locations of Village Utility Easements between the Plat of Subdivision and Final Engineering Plans. Specifically, the water main layout just west of the crossing of the parallel 30" storm sewers appears different between the documents. Additionally, the current "u-shaped" layout of the water main just west of this crossing is not preferred by the Village and will need to be further reviewed and discussed prior to finalization of design and easements. Please be sure to review all easement limits between the Plat and engineering plans for consistency.

4. Additional review comments have been provided by Civiltech Engineering, Inc. with regards to review of the Traffic Impact Study (Technical Memorandum dated 02/01/22). Please address their comments and provide point-by-point responses to each item.

5. Additional review comments have been provided by Christopher B. Burke Engineering, Ltd. with regards to review of the stormwater management system (letter dated 02/02/22). Please address their comments and provide point-by-point responses to each item.

6. Detailed Grading-A on Sheet C-18 denotes FL (flow line) elevations of 769.83 and 769.76 at the east end of the crosswalk. It appears that these should be corrected to TC (top-of-curb).

7. All proposed retaining walls will require signed and sealed plans by an Illinois Licensed Structural Engineer prior to issuance of site development permits.

8. The Site Data Table on Sheet C-9 needs to be revised to reflect proper areas for Lot 3 based on the updated lot geometry. The Lot Area should be 2.77 acres in accordance with the revised Plat, and the impervious area that would then be allowed for Lot 3 would be approximately 96,431 sf (2.21 acres / 80% lot coverage).

9. Additional review comments should be anticipated at time of permit submittal.

FIRE DEPARTMENT COMMENTS:

1. New buildings will require sprinkler and fire alarm systems.

Standards for Special Use Permits (PC 20-29 and PC 20-31):

a. General Standards. No special use permit shall be recommended or granted pursuant to this Section 16-9 unless the applicant shall establish that:

1) *Code and Plan Purposes*. The proposed amendment to Special Use Permit for Planned Development and Special Use for a Sports and Entertainment Complex is in compliance with previously granted approvals for the site. The Complex will continue to operate in substantially the same format with the exception that the golf related uses will be eliminated. Recreational uses exist with special permits in a number of properties zoned O-2, including a gymnastics and volleyball facility. The proposed uses follow the designations in the Future Land Use Map within the adopted 2030 Comprehensive Plan, specifically identifying the following classifications: Institutional to the north in the location of the Sports Complex, Limited Industrial in the area of the proposed industrial project, and Transitional Gateway Corridor at the hard corner.

2) *Adverse Impact*. The Village is proposing to reduce the area devoted for recreational purposes. The impacts related to the proposed industrial use are separately addressed by the developer. It is anticipated that potential future commercial use at the corner would serve the customer base of the Sports Complex.

3) *Interference with Surrounding Development*. The Village is amending its parking area in order to ensure sufficient on-site parking for typical activities. The drive aisles are designed so as to be compatible with those proposed in the industrial and commercial sites.

4) *Adequate Public Facilities*. The Sports Complex use will continue to be served by the existing facilities, services and structures. The stormwater system is being modified to provide capacity for any pavement added. The current use serves a public recreation function.

5) *Traffic Congestion*. The traffic study indicates a fairly consistent level of traffic related to uses at the Sports Complex given continuation of the same use of the structure. A moderate increase in usage of the US Highway 45 access point is shown, given some patrons won't utilize the more circuitous route to Peterson Road. There are multiple points of entry/exit to the overall Planned Development and connectivity is shown between the uses on-site via the internal road network that will minimize the need for customers to exit to the Complex property for users wishing to benefit from potential future commercial uses at the corner. A system of sidewalks

on-site will also allow pedestrian access between the uses within the overall Planned Development.

6) *Destruction of Significant Features*. The proposed development will not result in the destruction of significant features of the site.

7) *Compliance with Standards*. The proposal meets with all general standards.

b. Special Standards for Specified Special Permit Uses. When the district regulations authorizing any special permit use in a particular district impose use limitations that must be met by such use in such district, a special permit use for that use in that district shall not be recommended or granted unless the applicant shall establish compliance with such special standards.

c. Considerations. In determining whether the applicant's evidence establishes that the foregoing standards have been met, the Plan Commission and the Board of Trustees shall consider:

1) *Public Benefit*. The Sports Complex continues to offer recreational opportunities for the health and welfare of the overall community. The elimination of the proposed golfing operations is not detrimental to overall welfare, and is necessary due to declining use and cost of operations.

2) *Alternative Locations*. The currently existing location of the Complex continues to be accessible to the larger community.

3) *Mitigation of Adverse Impacts*. The structure has an aesthetically pleasing design which will remain, existing landscaping will be enhanced, lighting added for safety within the parking fields, and stormwater management features enlarged for all uses proposed within the Planned Development.

Standards for Planned Developments:

1) *Unified Ownership Required*. The Village currently owns the entire property subject to the Planned Development. The Industrial portion will be sold to Midwest Industrial Funds and commercial portion will be sold in the future when a buyer is identified. The parties are coming in separately but cooperatively for related approvals so as to ensure continuity of design elements. Midwest Industrial will complete the site preparation for both the industrial and future commercial portions, as well as infrastructure improvements (stormwater, roadways, etc.). An association will be setup to maintain shared improvements. The site will remain under unified ownership.

2) *Minimum Area*. The overall Planned Development property is approximately 48 acres.

3) *Covenants and Restrictions to be Enforceable by Village*. A Reciprocal Easement Agreement shall be considered prior to recordation which identifies all such covenants and restrictions, and shall be recorded against the property.

4) *Public Open Space and Contributions*. The Sports Complex property currently serves a public function. An outdoor hockey rink and softball field fulfill the function of common open space. 34% of the Sports Complex property will remain pervious surface.

5) *Common Open Space*.

   i) Amount, Location, and Use. The failure of a planned development to provide common open space as follows:

Amount of Open Space

Districts	(Percent of Total Area)
All Residential	30
All Commercial, and Office	15
IB Institutional Buildings	20
All Industrial	10

shall be considered to be an indication that it has not satisfied the objectives for which planned developments may be approved pursuant to this Code. When common open space is provided in a planned development, the amount and location of such open space shall be consistent with its intended function as set forth in the application and planned development plans. No such open space shall be used for the construction of any structure or improvement except such structures and improvements as may be approved in the Final Plan as appropriate to the intended leisure and recreational uses for which such open space is intended.

ii) Preservation. Adequate safeguards, including recorded covenants or dedication of development rights, shall be provided to prevent the subsequent use of common open space for any use, structure, improvement, or development other than that shown on the approved Final Plan. The restrictions must be permanent and not for a given period of years and must run with the land.

iii) Ownership and Maintenance. The Final Plan shall include such provisions for the ownership and maintenance of common open space, including all improvements thereto, as are reasonably necessary to ensure their continuity, care, conservation, maintenance, and operation in accordance with pre-determined standards and to ensure that remedial measures will be available to the Village if such open space or improvements are permitted to deteriorate or are not maintained in a condition consistent with the best interests of the planned development or the Village.

iv) Property Owners' Association. When the requirements of Section 16-13.5.b.5.iii are to be satisfied by the ownership or maintenance of such open space or improvements by a property owners' association, such association shall meet each of the following standards:

a) the by-laws and rules of the association and all declarations, covenants, and restrictions to be recorded must be approved as part of the Final Plan prior to becoming effective;

b) the by-laws and rules of the association and all declarations, covenants, and restrictions to be recorded shall each provide that it shall not be amended without the prior written consent of the Board of Trustees;

c) the association must be established and all covenants and restrictions must be recorded prior to the sale of any property within the area of the planned development designated to have use of the proposed open space or improvements;

d) the association must be responsible for property and liability insurance, taxes, and the maintenance of the open space and improvements to be deeded to it;
e) membership in the association must be mandatory for each property owner and any successive owner having a right to the use, enjoyment or benefit of such open space or improvements;
f) every property owner having a right to the use, enjoyment or benefit of such open space or improvements must pay its pro rata share of the cost of the association by means of an assessment to be levied by the association that meets the requirements for becoming a lien on the property in accordance with statutes of the State of Illinois;
g) the association must have the right to adjust the assessment to meet changed needs by a membership vote of not more than a majority of the members voting on the issue;
h) the Village must be given the right to enforce the declarations, covenants, and restrictions; and
i) the Village must be given the right, after ten (10) days' written notice to the association, to perform any maintenance or repair work that the association has neglected to perform, to assess the membership for such work and to have a lien against the property of any member failing to pay such assessment and, for this purpose alone, all the rights and powers of the association and its governing body under the agreements and declarations creating the association.

All relevant items shall be addressed in the Final Plan and Reciprocal Easement Agreement.

v) Landscaping and Perimeter Treatment. The landscape plan submitted provides for landscaping and screening within setbacks, parking lots and surrounding the Sports Complex structure.

vi) Building Spacing. Buildings are appropriately placed.

vii) Private Streets. No private streets are proposed, only internal access drives maintained by the property owners and association.

viii) Sidewalks. The Village has requested that the developer construct an internal sidewalk system connecting uses throughout the larger Planned Development. This would connect to sidewalks in place along the Sports Complex structure.

ix) Utilities. Confirmed.

6) *Vehicular Trip Reduction Features*. A system of internal roadways and sidewalks shall allow circulation between uses without requiring exiting onto adjoining roadways. Multiple points of site access shall also assist in distribution of traffic and multiple opportunities for access.

WHEREFORE, the Plan Commission of the Village of Libertyville, Lake County, Illinois is recommending to the Village President and the Board of Trustees, that this **APPLICATION FOR FINAL APPROVAL FOR AN AMENDMENT TO THE SPECIAL USE PERMIT FOR A PLANNED DEVELOPMENT, FINAL APPROVAL FOR AN AMENDMENT TO THE PLANNED DEVELOPMENT FINAL PLAN, FINAL APPROVAL FOR AN AMENDMENT TO THE SPECIAL USE PERMIT FOR A SPORTS AND ENTERTAINMENT COMPLEX, FINAL APPROVAL FOR AN AMENDMENT TO THE SITE PLAN PERMIT FOR A SPORTS AND ENTERTAINMENT COMPLEX IN ORDER TO REDUCE THE LAND AREA FOR THE VILLAGE OF LIBERTYVILLE SPORTS COMPLEX, REMOVAL OF THE GOLF LEARNING CENTER (GLC) AND FAMILY ENTERTAINMENT CENTER (FEC), AND TO ADD INDUSTRIAL AND COMMERCIAL LAND USES, AND FINAL PLAT OF SUBDIVISION IN ORDER TO DEVELOP INDUSTRIAL AND COMMERCIAL LAND USES; AND FINAL APPROVAL FOR AN AMENDMENT TO THE PLANNED DEVELOPMENT FINAL PLAN, AND FINAL PLAT OF SUBDIVISION IN ORDER TO DEVELOP INDUSTRIAL AND COMMERCIAL LAND USES FOR PROPERTY LOCATED IN AN O-2, OFFICE, MANUFACTURING AND DISTRIBUTION PARK DISTRICT** be **APPROVED, SUBJECT TO THE FOLLOWING CONDITIONS:**

1. **THAT THE FOLLOWING ITEMS BE ADDRESSED PRIOR TO ADOPTION OF AN ORDINANCE TO APPROVE THE FINAL PLAT:**
    - I. **EASEMENTS, PROVISIONS, AND NOTES SHALL BE ADDRESSED ON THE FINAL PLAT IN ACCORDANCE WITH APPLICABLE ENGINEERING DIVISION REVIEW COMMENTS IN THE DRC STAFF REPORT DATED FEBRUARY 8, 2022 AND SHALL BE REVIEWED AND APPROVED BY VILLAGE STAFF.**
2. **THAT THE FOLLOWING ITEMS BE ADDRESSED PRIOR TO VILLAGE EXECUTION OF THE FINAL PLAT:**
    - I. **THE FINAL PLAT SHALL BE APPROVED AND EXECUTED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION.**
    - II. **APPROVAL SHALL BE OBTAINED FROM THE US ARMY CORPS OF ENGINEERS FOR THE PROPOSED IMPACTS TO EXISTING WETLANDS.**
    - III. **A RECIPROCAL EASEMENT AGREEMENT FOR THE SUBDIVISION SHALL BE APPROVED BY THE VILLAGE BOARD OF TRUSTEES BY WAY OF RESOLUTION.**
    - IV. **A DEVELOPMENT AGREEMENT BETWEEN THE PETITIONERS AND THE VILLAGE SHALL BE EXECUTED AND APPROVED BY THE VILLAGE BOARD OF TRUSTEES BY WAY OF RESOLUTION.**
3. **THAT THE FOLLOWING ITEMS BE ADDRESSED PRIOR TO FINAL ENGINEERING APPROVAL OR THE ISSUANCE OF A SITE DEVELOPMENT PERMIT:**
    - I. **THE COMMENTS WITHIN THE DRC STAFF REPORT DATED FEBRUARY 8, 2022, INCLUDING ALL REFERENCED REVIEW**

COMMENTS PROVIDED BY CONSULTANTS, ARE SATISFACTORILY ADDRESSED.

II. **THE RECIPROCAL EASEMENT AGREEMENT SHALL BE FULLY EXECUTED AND RECORDED BY THE LAKE COUNTY RECORDER OF DEEDS.**

III. **THE DEVELOPMENT AGREEMENT BETWEEN THE PETITIONERS AND THE VILLAGE SHALL BERECORDED BY THE LAKE COUNTY RECORDER OF DEEDS.**

The vote of the Plan Commission recommending **APPROVAL** was 4 - 3, recorded as follows:

AYES: MOORE, OAKLEY, FLORES, PYTER

NAYS: RANKIN, STEFFE, WHEELER

ABSENT: NONE

Respectfully Submitted, March 1, 2022.

_____
Chair, Plan Commission

_____
Secretary, Plan Commission

EXHIBIT A

Legal Description of the Property

THAT PART OF GOVERNMENT LOT 2 OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF U.S. ROUTE 45, BEING A LINE 60.00 FEET EAST OF AND PARALLEL TO THE CENTERLINE OF SAID U.S. ROUTE 45 AND A LINE 84.67 FEET NORTH OF THE SOUTH LINE OF SAID GOVERNMENT LOT 2 AS DESCRIBED IN WARRANTY DEED RECORDED AS DOCUMENT NUMBER 1349624; THENCE NORTH 00 DEGREES 40 MINUTES 28 SECONDS WEST (NORTH 00 DEGREES 38 MINUTES 59 SECONDS WEST - RECORD), ALONG SAID EAST RIGHT-OF-WAY LINE, 2055.12 FEET (2055.49 FEET - RECORD); TO A POINT ON A LINE 222.00 FEET SOUTHERLY OF AND PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE OF COMMONWEALTH EDISON COMPANY, PER DEED DOCUMENT NUMBER 2745589: THENCE NORTH 88 DEGREES 53 MINUTES 32 SECONDS EAST (NORTH 89 DEGREES 39 MINUTES 40 SECONDS EAST - RECORD) (NORTH 88 DEGREES 56 MINUTES 57 SECONDS EAST - RECORD), ALONG SAID PARALLEL LINE, 396.28 FEET (395.78 FEET - RECORD) (396.38 FEET - RECORD), TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF METROPOLITAN RAIL (METRA); THENCE SOUTH 32 DEGREES 54 MINUTES 23 SECONDS EAST (NORTH 32 DEGREES 03 MINUTES 28 SECONDS WEST - RECORD), ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 414.95 FEET (414.94 FEET - RECORD), TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 1343.54 FEET, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, BEING A CURVE, TANGENT TO THE LAST DESCRIBED COURSE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 3949.71 FEET, A CHORD BEARING SOUTH 42 DEGREES 39 MINUTES 05 SECONDS EAST, AND A CHORD DISTANCE OF 1337.07 FEET, TO A POINT OF CURVATURE; THENCE SOUTH 52 DEGREES 23 MINUTES 46 SECONDS EAST (SOUTH 52 DEGREES 22 MINUTES 51 SECONDS EAST - RECORD), CONTINUING ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 82.90 FEET, TO A POINT ON THE EAST LINE OF LOT 2 OF SAID NORTHWEST QUARTER, SAID POINT ALSO BEING A NORTHERLY CORNER OF LAND DESCRIBED IN A WARRANTY DEED RECORDED AS DOCUMENT NUMBER 3635696; THENCE SOUTH 44 DEGREES 39 MINUTES 29 SECONDS WEST (SOUTH 45 DEGREES 27 MINUTES 31 SECONDS WEST - RECORD) ALONG THE NORTHWESTERLY LINE OF LAND DESCRIBED IN SAID WARRANTY DEED, 178.05 FEET (178.00 FEET - RECORD) TO THE MOST EASTERLY CORNER OF LAND DESCRIBED IN A WARRANTY DEED RECORDED AS DOCUMENT NUMBER 3016474; THENCE NORTH 45 DEGREES 20 MINUTES 31 SECONDS WEST (NORTH 44 DEGREES 32 MINUTES 29 SECONDS WEST - RECORD), ALONG THE NORTHEASTERLY LINE OF LAND DESCRIBED IN SAID WARRANTY DEED, 200.00 FEET; THENCE SOUTH 44 DEGREES 39 MINUTES 29 SECONDS WEST (SOUTH 45 DEGREES 27 MINUTES 31 SECONDS WEST - RECORD), ALONG THE NORTHWESTERLY LINE OF LAND DESCRIBED IN SAID WARRANTY DEED, 220.00 FEET; THENCE SOUTH 45 DEGREES 20 MINUTES 31 SECONDS EAST (SOUTH 44 DEGREES 32 MINUTES 29 SECONDS EAST - RECORD), ALONG THE SOUTHWESTERLY LINE OF LAND DESCRIBED IN SAID WARRANTY DEED, 200.00 FEET TO A POINT ON THE NORTHWESTERLY LINE OF LAND DESCRIBED IN AFORESAID WARRANTY DEED RECORDED AS DOCUMENT NUMBER 3635696; THENCE SOUTH 44 DEGREES 39 MINUTES 29 SECONDS WEST (SOUTH 45 DEGREES 27 MINUTES 31 SECONDS WEST - RECORD), ALONG SAID NORTHWESTERLY LINE, 171.64 FEET (171.26 FEET - RECORD) TO AN ANGLE POINT ON SAID LINE; THENCE SOUTH 18 DEGREES 25 MINUTES 06 SECONDS WEST (SOUTH 19 DEGREES 11 MINUTES 18 SECONDS WEST - RECORD), CONTINUING ALONG SAID NORTHWESTERLY LINE, 315.93 FEET, TO THE NORTH RIGHT-OF-WAY LINE OF PETERSON ROAD, AS DESCRIBED IN WARRANTY DEED RECORDED AS DOCUMENT NUMBER 1349624; THENCE SOUTH 89 DEGREES 59 MINUTES 03 SECONDS WEST (NORTH 89 DEGREES 59 MINUTES 13 SECONDS WEST - RECORD), ALONG SAID NORTH RIGHT-OF-WAY LINE, 977.82 FEET, TO THE EAST LINE OF THE PROPERTY CONVEYED TO THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION BY DEED RECORDED JANUARY 19, 1999 AS DOCUMENT NUMBER 4279657, AT A POINT BEING 60.00 FEET NORTH OF THE CENTERLINE OF SAID PETERSON ROAD; THENCE NORTH 00 DEGREES 01 MINUTES 01 SECONDS WEST (SOUTH 00 DEGREES 00 MINUTES 47 SECONDS WEST - RECORD), ALONG A LINE PERPENDICULAR TO SAID NORTH RIGHT-OF-WAY LINE, 10.00 FEET, TO A LINE 70.00 FEET NORTH OF AND PARALLEL TO SAID CENTERLINE OF PETERSON ROAD; THENCE SOUTH 89 DEGREES 59 MINUTES 03 SECONDS WEST (NORTH 89 DEGREES 59 MINUTES 13 SECONDS WEST - RECORD), ALONG SAID PARALLEL LINE, 75.80 FEET, TO THE INTERSECTION OF A LINE 75.00 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF SAID U.S. ROUTE 45 AND A LINE 70.00 FEET NORTH OF AND PARALLEL TO SAID CENTERLINE OF PETERSON ROAD; THENCE NORTH 45 DEGREES 20 MINUTES 42 SECONDS WEST (NORTH 45 DEGREES 19 MINUTES 06 SECONDS WEST - RECORD), 21.34 FEET, TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

CONTAINING 48.1485 ACRES, MORE OR LESS.

EXCERPTS FROM APPEARANCE REVIEW COMMISSION AND PLAN COMMISSION MEETING MINUTES

October 19, 2020, Appearance Review Commission Meeting Minutes

ARC 20-41 Village of Libertyville, Applicant
1950 N. US Highway 45

Request is for new landscaping and lighting.

Ms. Heather Rowe, authorized agent for the Village of Libertyville, presented the proposed lighting and landscaping for 1950 N. US Highway 45. Ms. Rowe stated the Village is selling the property to the south of the Sports Complex. Ms. Rowe stated there will be three (3) property owners: 1) The Village will maintain ownership of the Sports Complex, 2) Midwest Industrial Funds is proposed two (2) industrial buildings, and 3) 45Peterson LLC at the corner of Peterson Road and Route 45. Ms. Rowe stated the Village and Midwest Industrial Funds have applied for the final approvals for the property, and it is anticipated 45Peterson LLC will follow this process at a future submittal date. Ms. Rowe stated that the Village will make some parking lot modifications, which requires adjustments to some of the parking islands and lighting. Ms. Rowe stated additional landscaping will be provided to help soften the parking areas and an additional light standard has been provided along the rear of the building to provide security lighting. Ms. Rowe stated the light standard will be relocated from the driving range to match the existing lighting on site. Ms. Rowe stated light shields have been added on certain light standards to assist in glare along the property lines. Ms. Rowe stated there are no landscaping changes since the previous meeting.

Commissioner Tarello made a motion, seconded by Commissioner Seneczko, to recommend the Plan Commission/Zoning Board of Appeals approve the application for new landscaping and lighting at 1950 N. US Highway 45, in accordance with the plans submitted.

Motion carried 5 - 0.

ARC 20-42 Midwest Industrial Funds, Authorized Agent for the Village of Libertyville
1800 and 1850 N. US Highway 45

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

Mr. Pat Schaner, Mr. Werner Brisske, and Mr. John Dunneback, authorized agents for Midwest Industrial Funds, presented the proposed building facades, landscaping, lighting, and signage for 1800 and 1850 N. US Highway 45. Mr. Schaner stated Midwest Industrial Funds is under contract with the Village to purchase approximately 19-acres immediately to the south of the Sports Complex building in order to develop two (2) industrial buildings, along with common elements such as a stormwater detention pond that will serve for the entire industrial development, the expanded parking area for the Sports Complex, and the future commercial development. Mr. Schaner stated there have been minor changes to the landscaping, lighting, and site plan to meet Staff recommendations and comments. Mr. Schaner stated a sign package was put together to accommodate a Staff comment that includes two monument signs and two directional signs. Mr. Schaner stated the signage will be able to help assist patrons throughout the site, including those who

are looking for the Sports Complex or the retail/gas station at the corner of the property.

Chairman Robbins confirmed the applicant received the Staff Report with comments. Chairman Robbins recommended addressing each comment one-by-one.

Mr. Schaner stated the elevation drawings have been revised to include the building heights and average grade elevations. Mr. Brisske stated the initial comment may have been misinterpreted as an existing ground plane line has been added to the drawings. Mr. Brisske stated the existing grade can vary depending on the elevation. Mr. Brisske stated the East Elevation is entirely and significantly below the finished floor line. Mr. Brisske stated the Zoning Code allows a building height of 75-feet. Mr. Brisske stated the worst-case average grade is about 18-feet below the finished grade, which would correspond to a 63-foot structure. Mr. Brisske stated the existing grade does closely follow the building in other locations but it does drop off significantly along the eastern edges. Chairman Robbins confirmed the height will comply based on the preliminary analysis.

Chairman Robbins questioned the refuse enclosures. Mr. Schaner stated their experience with handling refuse is very tenant driven. Mr. Schaner stated many users would like to use an existing dock position for a dumpster or trash/cardboard compactor. Mr. Schaner stated a central refuse enclosure is rarely used by tenants. Mr. Schaner stated that in lieu of having a centralized trash enclosure, each tenant will be required to have screening reviewed and approved in the future. Chairman Robbins questioned if compactors attached to the dock will need to be screened. Mr. Sandine confirmed the compactors and dumpsters will need to be screened to the full height of the containers. Chairman Robbins stated screening requirements will still be required even if attached to the building. Chairman Robbins stated he is okay with the idea of passing the screening requirement down the road if the applicant and future tenant know about the requirement. Mr. Brisske stated that to screen the truck courts in general, a 50-foot bump-out has been provided along US Highway 45 and additional landscaping has been provided to help screen. Mr. Brisske questioned if these options will provide the necessary screening without having them corralled into a bin. Chairman Robbins stated no, the refuse containers will need to be screened. Chairman Robbins stated he appreciates the architectural design to help minimize the sightlines, but the Zoning Code will require the refuse containers to be fully screened.

Chairman Robbins questioned the rooftop mechanical units. Mr. Schaner stated the building has not been fully designed so it is unclear where the finalized rooftop units will be placed. Mr. Schaner stated they will make every effort to screen them with a parapet. Mr. Schaner stated they will install a product that attaches to the rooftop unit, if necessary. Chairman Robbins stated the Zoning Code requires the rooftop mechanical units to be fully screened to the full height of the unit on all sides. Chairman Robbins stated the parapet is an option if it fully encapsulates the rooftop mechanical unit to the full height. Chairman Robbins stated there is no provision for sight line changes. Mr. Schaner acknowledged this requirement. Mr. Dunneback stated the rooftop units will be installed for the specification portion of the warehouse. Mr. Dunneback stated each building will have two (2) rooftop units to be located along the dockside of the building. Mr. Dunneback stated the design will not be ready until permit submittal, as they are design-build structures. Chairman Robbins stated he understands the workflow and suggested the applicant may need to return in the future for last minute detail changes. Chairman Robbins questioned if more than two (2) rooftop units will be installed. Mr. Dunneback stated it is likely but depends on the user. Mr. Dunneback questioned if there is a line-of-sight provision for the rooftop units. Chairman Robbins reiterated the Zoning Code

requires the rooftop unit to be screened to the full height of the unit on all sides. Chairman Robbins stated there is no particular way to vary from the Zoning Code on this matter. Chairman Robbins stated that when a new tenant applies for occupancy, it will be an opportunity to continue the screening trend on what has already been approved. Mr. Dunneback stated it is possible for them to order the rooftop mechanical units with the screening devices attached.

Chairman Robbins questioned the light standard heights. Mr. Schaner stated the light standards will be installed at 25-feet. Mr. Schaner stated updates to the lighting plan have corrected some inconsistencies in the previous iteration.

Chairman Robbins questioned the aesthetics of the proposed structure. Chairman Robbins stated the virtual drawings provide colors, while the printed versions are in black-and-white. Mr. Schaner stated the first page of the architectural drawings include a color rendering. Mr. Schaner stated this drawing is the intention of the building, which is a predominantly gray color. Mr. Schaner stated there will be a light gray and dark gray, with an iron ore accent piece at the entrances. Chairman Robbins requested clarification on the drawings since the materials and colors were not identified. Chairman Robbins confirmed the building's intent is a precast material. Chairman Robbins questioned if there is a texture on the precast. Mr. Brisske stated it will be a smooth, painted precast panel with reveals. Mr. Brisske stated the elevation sheets provide the location of the reveals and noted some of the reveals do not track paint lines, although some texturing is added. Mr. Brisske stated the North Elevation of Building A shows the primary colors of the building to be a light gray and medium gray with horizontal reveal lines and a vertical iron ore colored pier and canopy. Mr. Brisske stated the canopy will be a pre-finished, smooth panel that will match the pre-cast painted pier. Mr. Brisske stated the glazing framing will be clear anodized. Mr. Brisske stated the copings will be painted to match the main colors of the corresponding areas. Mr. Brisske stated there is an intermediate center entry for both buildings. Mr. Brisske stated the center entry includes raised, offset features with painted panels and reveals for additional texture.

Chairman Robbins questioned the glass features. Mr. Dunneback stated the floor level of each entry will have a tinted gray and the clearstory windows and windows two levels above the entry will have spandrel panels. Chairman Robbins questioned the nature of the man-doors along the building façade. Mr. Dunneback stated the doors will be insulated steel that is painted to match the main color of each panel. Chairman Robbins stated the elevations do not show wall packs or lighting at each doorway and questioned if that is the intent. Mr. Dunneback stated there will be wall packs over each doorway. Chairman Robbins questioned the material of the fascia and soffit material near the canopy. Mr. Brisske stated the soffit material will be a ribbed panel. Chairman Robbins questioned if there will be lights in the soffit. Mr. Dunneback stated there will be three (3) lights in the soffits at each entrance.

Chairman Robbins questioned if the intermediate center entrance will have a canopy. Mr. Brisske stated it will not have a canopy, but the colors and textures will be the same as the corner entrances. Mr. Dunneback questioned if a canopy should be added. Chairman Robbins stated the applicant can return in the future if a canopy wishes to be added. Chairman Robbins stated it is advantageous to get as much information during this process so Staff can anticipate what is supposed to be built on site. Mr. Dunneback stated it is possible that another ARC meeting will be required for other smaller bits and pieces. Chairman Robbins questioned the different textures on the building. Mr. Brisske stated the design is a smooth panel, but the horizontal reveals lead into additional texture to the structure,

rather than a surface texture.

Commissioner Burger requested clarification on the accuracy between the initial rendering and the elevation renderings, and how these renderings compare to the current Sports Complex finishes. Mr. Brisske stated both elevations are accurate, one being a pure elevation and the other is a three-dimensional view. Chairman Robbins stated the exterior elevations are more of a taupe color and the perspective is more of a cooler gray color. Chairman Robbins stated it is difficult to determine which color is more accurate. Mr. Brisske stated the colors on the three-dimensional rendering are truer to the actual colors being proposed. Mr. Brisske stated the software has made it difficult to portray this color on the elevations. Commissioner Seneczko questioned how the Commission can be confident with the renderings without exact material specifications. Mr. Brisske questioned if Commissioner Seneczko is referencing the specific paint colors. Commissioner Seneczko confirmed that he is referencing the paint colors and materials. Mr. Brisske stated they have the specific colors and materials have been selected but they are not identified on the plans. Mr. Dunneback stated there are three (3) specific Sherwin Williams paint colors, which are standard Midwest Industrial Funds paint colors. Chairman Robbins questioned if the rendered perspective is closer to the Sherwin Williams colors represented versus the elevations.

Chairman Robbins questioned if there was any attention paid to the existing Sports Complex building and the proposed industrial buildings. Mr. Schaner stated they were going for the look of the industrial buildings and did not reference the colors of the Sports Complex building. Chairman Robbins questioned the relative distance between the nearest building and the Sports Complex building. Mr. Brisske stated the distance is approximately 120-feet.

Commissioner Flader questioned how the grade increase will be accommodated in the southeast corner of the Sports Complex. Mr. Schaner stated there is a fair amount of cut and fill in the northeast corner of the industrial site. Chairman Robbins noted the grades make it a tricky site to ensure the detention and site grading will work together.

Chairman Robbins requested clarification on the signage package. Mr. Schaner stated a sign package was included with the proposal that includes two (2) monument signs and two (2) directional signs. Mr. Schaner stated the monument sign will be an aluminum cabinet and the main field of lettering will be a gray/white that matches the building color. Mr. Schaner stated the darker color is the SW Iron Ore color that will match with the accent color at the office entrances. Mr. Schaner stated one monument sign will be installed at the access point on Peterson Road and US Highway Route 45. Mr. Schaner stated the two (2) directional signs will be located at the common road access points. Chairman Robbins confirmed the darker color on the monument sign is the SW Iron Ore color. Chairman Robbins questioned the color for the rest of the sign. Mr. Schaner stated there is not a color designated at this moment. Chairman Robbins questioned if there is a closer piece on the edge of the sign. Mr. Schaner stated it is a completed enclosed cabinet with aluminum on all four sides of the sign. Chairman Robbins confirmed the color of the sign face wraps the left-hand side of the sign, providing a U-shape effect. Mr. Dunneback stated the directional signs have the same feature. Chairman Robbins stated the monument sign and the directional sign are not drawn the same way, although they have the same intent. Chairman Robbins stated it appears one is a miter joint versus a butt joint. Chairman Robbins requested the sign language be cleaned up.

Chairman Robbins stated the Staff recommendation of having signage criteria for the whole campus

is a sound recommendation. Chairman Robbins stated the graphics package appears to be consistent in terms of fonts and sizes. Chairman Robbins noted Midwest Industrial Funds is in color and questioned if the tenants will be permitted to have their colors. Mr. Schaner stated it depends on the tenant and it is likely the larger tenants will request their corporate colors and logos on the signage. Mr. Schaner stated the smaller tenants may be able to live with the standards set forth with the sign. Chairman Robbins stated an advantage to an approved sign criterion is that Staff can bless the sign at an administrative level. Chairman Robbins questioned if the opposite side of the sign is identical. Mr. Schaner confirmed and indicated the higher edge of the sign will be along the roadway. Chairman Robbins confirmed the directional signs will be perpendicular to the roadway. Chairman Robbins confirmed the back of the directional signs will be blank, although the sign still wraps around the edge.

Chairman Robbins stated the Commission needs final color selections, final roof screening solutions, final refuse screening solutions, references to the Sports Complex colors, and additional signage details. Chairman Robbins requested feedback on how to proceed, including options to approve the proposal with conditions or continue the proposal to an upcoming meeting at the request of having a complete submission. Chairman Robbins noted he has not heard many objections to the proposal aesthetically. Chairman Robbins recommended the next iteration be complete for the Village Board review. Commissioner Seneczko stated he would rather continue the proposal to allow the applicant to submit revised materials. Commissioner Tarello questioned if the applicant is able to have another Appearance Review Commission meeting prior to their scheduled Plan Commission meeting. Mr. John Spoden, Director of Community Development, stated the public hearing is scheduled for November 23, 2020, and there is another Appearance Review Commission meeting scheduled for November 16, 2020, so the item will not be delayed. Commissioner Flader and Commissioner Burger agreed with the other Commissioners to continue the proposal to allow for a complete submittal.

Chairman Robbins questioned if the applicant has the proper feedback needed to move ahead and make the necessary changes. Mr. Schaner questioned if a finish board that shows all the proposed materials to be submitted. Chairman Robbins stated a finish board will be difficult for a virtual meeting, but suggested that the material and color be outlined, piece by piece. Chairman Robbins recommended providing the specifics on all colors, including how they would be applied, such as painting or staining. Chairman Robbins recommended providing details on the refuse screening and rooftop screening. Chairman Robbins noted it would be helpful to have a photograph of the Sports Complex building with an accurate color representation. Commissioner Tarello recommended providing colors of fonts that may be allowed. Chairman Robbins suggested proper signage criteria, if possible, and include colors on the signage. Chairman Robbins recommended providing the exact colors on the exterior elevations and three-dimensional renderings, including providing the exact printed materials. Chairman Robbins requested each side of the sign elevations and the specific details. Chairman Robbins suggested showing all the proposed light fixtures on the elevations and within the site lighting plan. Mr. Schaner appreciated the feedback and noted they will work on getting the information together. Mr. Schaner stated it will be difficult to plan on a signage plan without knowing the specific tenants. Chairman Robbins stated one option is to show the design and dimensions of the sign, indicating the size of the panels, size of the letters, and specific font to be installed. Chairman Robbins noted that each tenant will require the Appearance Review Commission review without a signage criterion in place.

Commissioner Tarello made a motion, seconded by Commissioner Flader, to continue the application for new building facades, landscaping, lighting, and signage at 1800 and 1850 N. US Highway 45, until the November 16, 2020 Appearance Review Commission meeting.

Motion carried 5 - 0.

PC 20-28 Village of Libertyville, Applicant
1800, 1850, and 1950 N. US Highway 45

Request is for Final Approval for an Amendment to the Village of Libertyville Comprehensive Plan Future Land Use Map, located at 1800, 1850 and 1950 N. US Highway 45 in an O-2 Office, Manufacturing and Distribution Park District.

PC 20-29 Village of Libertyville, Applicant
1800, 1850, and 1950 N. US Highway 45

Request is for Final Approval for an Amendment to the Special Use Permit for a Planned Development in order to reduce the land area for the Village of Libertyville Sports Complex and for the removal of the Golf Learning Center and Family Entertainment Center, and to add industrial and commercial land uses for property located at 1800, 1850 and 1950 N. US Highway 45 in an O-2, Office, Manufacturing and Distribution Park District.

PC 20-30 Village of Libertyville, Applicant
1800, 1850, and 1950 N. US Highway 45

Request is for Final Approval for an Amendment to the Planned Development Final Plan in order to reduce the land area and add additional parking spaces for the Village of Libertyville Sports Complex, removal of the Golf Learning Center (GLC) and Family Entertainment Center (FEC), and to add industrial and commercial land uses for property at 1800, 1850 and 1950 N. US Highway 45 located in an O-2, Office, Manufacturing and Distribution Park District.

PC 20-31 Village of Libertyville, Applicant
1800, 1850, and 1950 N. US Highway 45

Request is for Final Approval for an Amendment to the Special Use Permit for a Sports and Entertainment Complex in order to reduce the land area for the Village of Libertyville Sports Complex, removal of the Golf Learning Center (GLC) and Family Entertainment Center (FEC), and to add industrial and commercial land uses for property located at 1800, 1850 and 1950 N. US Highway 45 in an O-2, Office, Manufacturing and Distribution Park District.

PC 20-32 Village of Libertyville, Applicant
1800, 1850, and 1950 N. US Highway 45

Request is for Final Approval for an Amendment to the Site Plan Permit for a Sports and Entertainment Complex in order to reduce the land area for the Village of Libertyville Sports Complex, removal of the Golf Learning Center (GLC) and Family Entertainment Center (FEC), and to add industrial and commercial land uses for

property located at 1800, 1850 and 1950 N. US Highway 45 in an O-2, Office, Manufacturing and Distribution Park District.

PC 20-33 Village of Libertyville, Applicant
1800, 1850, and 1950 N. US Highway 45

Request is for a Final Plat of Subdivision in order to develop industrial and commercial land uses for property located at 1800, 1850 and 1950 N. US Highway 45 in an O-2, Office, Manufacturing and Distribution Park District.

PC 20-34 Midwest Industrial Funds, Applicant
1800, 1850, and 1950 N. US Highway 45

Request is for Final Approval for an Amendment to the Village of Libertyville Comprehensive Plan Future Land Use Map, located at 1800, 1850 and 1950 N. US Highway 45 in an O-2 Office, Manufacturing and Distribution Park District.

PC 20-35 Midwest Industrial Funds, Applicant
1800, 1850, and 1950 N. US Highway 45

Request is for Final Approval for an Amendment to the Planned Development Final Plan in order to develop industrial land uses for property located in an O-2, Office, Manufacturing and Distribution Park District at 1800, 1850 and 1950 N. US Highway 45.

PC 20-36 Midwest Industrial Funds, Applicant
1800, 1850, and 1950 N. US Highway 45

Request is for a Final Plat of Subdivision in order to develop industrial and commercial land uses for property located at 1800, 1850 and 1950 N. US Highway 45 in an O-2, Office, Manufacturing and Distribution Park District.

Mr. John Spoden, Director of Community Development, stated that items PC 20-28 and PC 20-34 have been withdrawn because the Comprehensive Plan has been updated to reflect those changes in the Future land use map.

Mr. David Smith, Senior Planner, presented an update of the petitions currently before the Plan Commission. Mr. Smith stated that there were three applications submitted in March of 2020. He stated that the first applicant was the Village of Libertyville. He stated that Midwest Industrial Funds was the second applicant and 45Peterson LLC was the third applicant. He stated that the three applicants sought approvals to redevelop the Libertyville Sports Complex property. He stated that the applications submitted were for conceptual approvals to amend the comp plan, amend the special use permit and for a preliminary plat of subdivision. He stated that in August of 2020 the Village Board approved those conceptual plat and plans. He stated that the Village as applicant proposed to keep the Sports Complex building but to make certain improvements to the adjacent landscaping and parking lot. He stated that Midwest Industrial Funds is seeking approval to develop two warehouse industrial buildings in the center of the property just south of the Sports Complex building. He

stated that 45Peterson LLC sought approval to develop the southwest corner of the property. Mr. Smith stated that the proposal included certain storm water detention improvements as well.

Mr. Smith stated that the applicants submitted applications for Final Plat and Final Plans and appeared before the Plan Commission in November of 2020. He stated that the intent of the Planned Development Final Plan is to refine and implement the Planned Development Concept Plan. At the conclusion of the November 2020 Plan Commission meeting all three of the applicant's proposals were continued to a future Plan Commission meeting date in order to provide the opportunity to make revisions to the application materials in response to public testimony and to address questions and concerns that were brought up by the Plan Commission and to address Staff review comments.

Mr. Smith stated that after the November 2020 Plan Commission meeting the third applicant, 45Peterson LLC, withdrew their petition leaving the parcel at the southwest corner of the property vacant and without any plans for development at this time. He stated that after the November 2020 Plan Commission meeting the Village adopted the Libertyville 2030 Comprehensive Plan which included changes to the future land use designations on the subject property. He stated that the portion of the subject property that contains the Sports Complex building has been changed to Institutional in the Comp Plan future land use map, the portion of the subject property where Midwest Industrial Funds is proposing the two industrial buildings has been changed to Industrial/Research and Development in the Comp Plan future land use map and the very southwest corner of the property has been changed to commercial or otherwise listed as Transitional Gateway Corridor in the Comp Plan future land use map.

Mr. Smith stated that the two remaining applicants, the Village of Libertyville and Midwest Industrial Funds, are back before the Plan Commission tonight to present the revisions to the plans.

Heather Rowe, Economic Development Manager for the Village of Libertyville and representing the Village for their portion of the Sports Complex property changes to the parking lot and landscaping. Ms. Rowe stated that the Village decided that the Sports Complex driving range currently vacant and located in the center of the site was underutilized as well miniature golf facility at the southwest corner of the site and they were not meeting the financial expectations for the Village and therefore the Village decided that those two areas of the site should be sold. The Village is retaining the northern portion of the site where the Sports Complex building is located. She stated that after the November 2020 Plan Commission meeting the Village has leased the Sports Complex building to Canlan Sports who are now managing and operating the Sports Complex facility. She stated that Canlan started managing the facility in July of 2021.

Ms. Rowe stated that the corner property is no longer under contract for sale to 45Peterson LLC. She stated that due to certain access requirements imposed upon 45Peterson LLC that it was no longer feasible to develop the corner of the site. She stated that the Village will retain the corner until the next opportunity to sell it to another commercial developer.

Ms. Rowe stated that the entire subject site is subject to a subdivision into five (5) lots. She stated that lots one and two will be developed by Midwest Industrial Funds with the two industrial warehouse buildings. She stated that lot three (3) is the corner lot that the Village will retain until there is a commercial development opportunity which will then have to return to the Plan Commission at a future date. She stated that lot 4 is where the Sports Complex building is located. She stated that lot 5 is a common lot provides the storm water detention facility and access from Peterson Road. She stated that lot 5 will be shared lot under the ownership of the property owners

association. She stated that there will be a Reciprocal Easement Agreement that will outline the

maintenance responsibilities of the property owners. She stated that owners of lots 1, 2, 3, and 4 will have share use and responsibilities of the common areas.

Ms. Rowe stated that there have been a number of factors that has contributed to delay in returning back to the Plan Commission since the last appearance in November of 2020. She stated that both the Village and Midwest Industrial Funds had been active in addressing the property owner change for the corner lot (3). She stated that since the Village will no longer be the operator of the Sports Complex building it would be better that lot 5 be owned by a property owner's association instead of the Village retaining ownership of that lot.

Ms. Rowe stated that at around the time of the last public hearing the Illinois Department of Transportation provided review comments that could have had an impact on the proposed development of the project. She stated that I.D.O.T. would have required an additional turn lane on Peterson Road to serve the corner lot 3 which was proposed to be developed with a fueling station by 45Peterson LLC at that time before they withdrew their petition. She stated that after 45Peterson LLC withdrew their petition and with additional traffic impact study data provided by K.L.O.A. to I.D.O.T. that the turn lane was no longer required by I.D.O.T.

Ms. Rowe stated that the Village's application for the parking, landscaping and lighting has remained unchanged since the last appearance in front of the Plan Commission in November of 2020 as the review comments have been addressed. She stated that due to the connection between the Sports Complex lot 4 and the Midwest Industrial Funds lots 1 and 2 that some parking lot configuration adjustments were needed for lot 5. She stated that some additional parking will be added as well as existing parking is to be reconfigured near the area of connection between the two developments. She stated that additional parking will be added to the rear of the Sports Complex building along the east side of the property.

Ms. Rowe stated that the intent of the parking plan is to allow overflow parking from the Sports Complex building lot 4 onto the industrial building lot 1 during special events conducted by the Sports Complex. She stated that Civiltech Engineering conducted two different parking impact studies on behalf of the Village. She stated that the data taken from those parking studies was incorporated into the proposed parking lot improvement plan for the Sports Complex site which shows a total of 500 parking spaces and this complies with the Zoning regulations and meets the practical parking needs of the Sports Complex facility. The total count of the parking spaces includes existing parking spaces and additional proposed parking spaces at the southwest corner of the Sports Complex building lot 4, additional proposed parking spaces at the rear of the building and additional parking spaces at the north end of lot 4. She stated that in addition to the 500 parking spaces are an additional 30 landbanked parking spaces that can be installed based on the future needs of Canlan Sports. She stated that the proposed storm water management plan can adequately accommodate the proposed improvements. She stated that landscaping has been added in the proposed new parking space improvements and lighting has been added to the rear of the building with light shields to prevent light glare from impacting neighboring properties.

Ms. Rowe stated that KLOA did a traffic study for the Village. She stated that they do anticipate that most of the Canlan Sports facility traffic will access and exit the site from the Rt. 45 entrance but there will be some traffic accessing the site from Peterson Road and crossing the Midwest Industrial

Funds lots 1 and 2 and entering the Canlan Sports lot 4 from that direction. She stated that multiple access points to the entire property from both Rt. 45 and Peterson Road is designed in such a way as to promote adequate traffic flow throughout the site. She stated that KLOA analyzed the access drive at the intersection of Rt. 45 and Tempel Drive and have determined that this intersection meets the warrants for a traffic signal. She stated that the Village has identified potential funding sources for a future traffic signal for this intersection should the Village determine that it be installed.

Ms. Rowe stated that Village staff has communicated with Canlan Sports regarding proposed plans and past review comments as it relates to the vehicular site circulation. She stated that Canlan has agreed to work with the Village in the future to address site circulation needs as they arise.

Mr. Pat Schaner, Director of Development with Midwest Industrial Funds, 1211 West 22nd Street, Oak Brook, Illinois, presented an overview of the of the proposed industrial development for lots 1 and 2 and the improvements proposed to the storm water detention facility for lot 5. He stated that they are proposing to develop the middle 19 acres which are lots 1 and 2 in the proposed plat of subdivision. He stated that the two buildings comprise approximately 330,000 square feet in total. He stated that the proposal includes some common features that will benefit the industrial development as well as the Sports Complex building to the north and the commercial lot 3 to the southwest. He stated that the common features include a detention pond which will be expanded from its current state in order to handle the storm water from all of the property owners on site. He stated that the detention pond is designed to maintain an interconnectivity between the detention pond the existing wetland located to the southwest from the detention pond near Peterson Road. He stated that the detention pond will feature native wet tolerant plantings at the bottom of the pond as well as sediment for base that will provide some water, cleaning capabilities prior to the water be released off site.

Mr. Schaner stated that the detention pond expansion is designed in such a way that it will retain storm water longer and have slower release rate. He stated the detention basin will be designed with sedimentation forebays to help promote the cleaning of detention water as it is released off site. He stated that that the pond release rate is designed to reduce the existing flow rate by up to 48%.

Mr. Schaner stated that the second common feature are the access points to the property. He stated that the existing access drive from Peterson Road will be maintained. He stated that a new right-in/right-out is proposed from Rt. 45 that will line up with the center truck court area between the two industrial buildings. He stated that the third common feature is the interior ring road that provide cross access between all the properties beginning from the Peterson Road entrance and then runs along the eastern end of the industrial building and eventually connects to the Sports Complex lot 4. He stated that there would be common cross access easements from Peterson Road entrance across the industrial building lots 1 and 2 and providing cross access with the Sports Complex building lot 4. He stated that directional signage will be provided at key locations throughout the site.

Mr. Schaner stated that the site plan layout is designed so that trucks can access the truck court and truck dock area as quickly as possible from the adjacent thoroughfares with minimal mixing of cars and trucks was intended. Mr. Schaner stated that the last common feature to mention are the monument signs to be placed near the Peterson Road entrance and at the Rt. 45 entrance.

Mr. Schaner stated that the two industrial buildings will be developed as speculative buildings as they do not have any tenants in tow at this point in time so the proposed buildings are designed with a certain amount of flexibility in order to accommodate a variety of tenants. Each building is designed to accommodate anywhere from one to four tenants. He stated that both buildings will have three office entrances. He stated that the buildings will be constructed with painted pre-cast panels with a substantial amount of glass windows at the office entry points as well up high on the facades near the edge of the roof line in order to provide natural light into the buildings. He stated that the pre-cast panels will be 45 feet in height at the office entrance points of the buildings. He stated that the interior of the buildings will have 32 feet clear height from floor to ceiling.

Mr. Schaner stated that the tenant types for these types of buildings typically range from light manufacturing with a higher office use type of tenants with less in and out truck traffic on one end of the spectrum. He stated that the other end of the spectrum might include warehousing and distribution type of tenants that may have smaller office sizes with fewer employees with slightly higher in-bound and out-bound truck maneuvering. He stated that some users may need more docks and other may need fewer docks.

Mr. Schaner stated that they are providing ample landscaping for the site for both the parking lot screening and the perimeter landscaping. He stated that the site lighting includes wall packs and a couple of light pole standards for the parking areas.

Ms. Erin Stout, 2018 Bob O Link Lane, Bull Creek Subdivision, stated that she is concerned about the traffic impact that the proposed development will have on the surrounding areas. She stated that there are many semi-trucks that get backed up on Peterson Road. She stated that she worries about the extended amount of time that her kids have to spend on the school bus. She stated that this development should not happen until more information is provided about the Rt. 137 and Rt. 83 planned widening. She is concerned about the flooding in the surrounding areas and is concerned that this development will exasperate the flooding conditions. She stated that she is concerned about the potential polluted stormwater runoff from the proposed development. She stated that she is concerned about the impact that this development will have on the surrounding property values.

Mr. Schaner stated that Rt. 83 is further to the west from the subject site. He stated that the anticipated truck traffic will likely access Rt. 45 and travel to Rt. 137 and head east towards I-94.

Mr. Dan Gunther, 1967 Bob O Link Lane, Bull Creek Subdivision, stated that he is concerned about the noise that will come from the industrial development from the trucks backing up and unloading, etc. He stated that he is concerned about the potential light pollution that will come from the development. He stated that he is concerned about the pollution that will come from the trucks from the industrial portion of the redevelopment from extended truck idling. He stated that he is concerned about the impact upon local traffic. He stated that both Rt. 137 and Peterson Road is often back up with traffic.

Mr. Schaner stated that the lighting will consist of wall packs that will be installed on the building themselves. He stated that they are LED lights installed at a height of no more than 25 feet. He stated that the light levels decrease to a zero (0) footcandle by the time the light levels reach the perimeter property lines. He stated that on the west ends of the buildings there may be only one or

two light fixtures. He stated that if necessary they can address any adverse light effects with additional light shields.

Mr. Richard Domanick, 30908 North Leesley Court, stated his comments pertain to the entrance off of Peterson Road into the subject development. He stated that most truckers will choose Peterson Road over Rt. 45 if they are able to do so. He stated that at the point where the driveway entrance comes from Peterson Road is where Peterson Road changes from two lanes to four lanes when heading west which presents a potential choke point when trucks or other vehicles are attempting to exit the site onto Peterson Road and making a left turn. He stated that the Peterson Road entrance into the facility may be a better place for a traffic signal than at the intersection of Rt. 45 and Tempel Drive. He stated that truckers coming from the development may end up navigating up Rt. 45 and heading west onto Tempel Drive which may be problematic for the existing industrial development to the west. He stated that the intersection of Rt. 45 and Rt. 137 to the north may present turning challenges for semi-trucks with trailers wanting to go east on Rt. 137. He stated that Casey Road is not rated for truck traffic.

Chairman Moore requested feedback from Village Staff relative to the question on truck noise and idling.

Mr. John Spoden, Director of Community Development, stated that in recent years the Village updated their noise regulations and adopted the State of Illinois standards which establishes limitations on sound emissions towards adjacent residential land uses and other types of land uses. Mr. Spoden stated that this approach was invoked upon the Bridge Development facility located on Rt. 176 which is a very similar industrial development adjacent to a residential area. Mr. Spoden stated that certain restrictions were imposed upon Bridge Development including a restriction on truck idling after a certain hour in the evening. He stated that deliveries were also restricted after a certain time in the evening at Bridge Development.

Mr. Pablo Perez, 1413 Castleton Road, Timber Creek Subdivision, stated that he is concerned about the increase in pollution, traffic and noise that this development will bring.

Ms. Meg Carter, 1522 Forever Avenue, stated that she is concerned about the impact caused by the trucks coming in and out of the proposed industrial development. She asked for additional clarification as to what types of trucks will be used at this site. She stated that truck traffic noise and volume coming from both Rt. 137 and Peterson Road has significantly increase over the recent years all hours day and night. She stated that she has had to use white noise machines in her home to help drown out the traffic noise. She stated that she would like to know what noise mitigation strategies will be implemented for this development. She stated that turning left from the Sports Complex property onto Peterson Road is dangerous.

Mr. Schaner stated that with developments like these there will often be 53-foot trailers with the cabs. He stated that the number of trucks will be user specific as to what their operations would be. He stated that operations could be 24 hours, 7 days per week or less than that depending upon the operations of the tenant. He stated that the question regarding a traffic signal at the Peterson Road entrance has already been vetted through I.D.O.T. and they will not allow a traffic signal at the Peterson Road access point because it is too close to the intersection of Peterson Road and Rt. 45.

He stated that the truck court area is contained between the two industrial buildings and that this will help to mitigate the noise. He stated that he cannot commit to how long trucks will idle but that there has been a trend in the past several years for industrial users to reduce their carbon footprint and want to be good neighbors. He stated that other than the movement of the trucks there will not be anything else going on outside of the buildings. He stated that as it relates to emissions or pollution from the trucks that the industrial users will be cognizant of that concern and would hope to be good neighbors.
Ms. Chris Geislehart, 1408 Bull Creek Drive, stated that she is concerned about the number of trucks that will come to this development and the impact they will have on the area. She stated that she is concerned about the flooding that comes from the Sports Complex property. She stated that she understands that the detention area will be made larger in order to retain more storm water she is still concerned that Midwest Industrial Funds is subject to an older version of the Lake County Watershed Development Ordinance because their application was submitted prior to the most recent updates to the WDO.

Ms. Geislehart asked what kinds of chemicals will reach the detention area and how will the storm water be treated. She stated that she is concerned about the salt that will be used in the parking areas reaching the detention pond. She stated that she is concerned about the hydrocarbons that will drip from the trucks as they are parked in the truck court area getting into the storm water management system. She stated that the storm water will move from the detention pond, cross under Rt. 137 and eventually find its way to the Des Plaines River.

Ms. Erin Stout stated for clarification that she acknowledges that Rt. 83 is not near this project but the Rt. 83 and Rt 137 widening project will have an impact upon this area. She stated that the response by Mr. Schaner regarding the pollution felt dismissive. She stated that she is concerned about trucks idling late at night at this site. She stated that she understands the Village's desire to sell this property, but the Village should reconsider the type of development that is proposed for this location.

Ms. Meg Carter stated that she lives near both Rt. 137 and Peterson Road. She stated that truck noise from increased volume is already getting intolerable. She stated that there is no way to mitigate the truck noise without install large sound walls along those thoroughfares.

Mr. Rich Adams, 1971 Bob O Link Lane, stated that the Libertyville Sports Complex was developed about 25 years ago but ended up not being very successful and became underutilized. He stated that the driving range included invasive lighting impacting the Bull Creek residential subdivision consequently losing potential customers to the driving range. He stated that the viaduct where Rt. 137 splits off from Peterson Road has become extremely damaged, repaired and damaged again over time and now he is concerned about the increase in truck traffic that will traverse this roadway at this location.

Mr. Adams stated that Medline located in the complex southwest of this facility had a release of ETO which is a carcinogen. He stated that ETO is used to clean medical equipment. He asked if any of the future tenants in the Midwest Industrial Funds industrial buildings be a medical product distributor or could be there be tenants at this facility utilizing ETO. He stated that he is concerned about a potential gaseous leak into the atmosphere or a truck that could spill a dangerous chemical

into the storm water management system and eventually find its way into the ground water. He stated that the area on the subject site that is identified as a wetland is actually an active creek and that if chemicals spill into this area could eventually end up in the ground water.

Mr. Adams stated that the grade slopes downward from west to east. He stated that the drainage pipe located at the northeast side of detention pond A would allow drainage to flow to the east past Rt. 137. He stated that he is surprised the I.D.O.T. would allow a traffic signal to be located at Rt. 45 and Tempel Drive as it seems very close to Rt. 137. He stated that the existing industrial development directly west of the Sports Complex has its own storm water detention facility that releases its storm water towards the Sports Complex which eventually reaches the wetland and eventually through his property. He stated that he would have liked to have been able to see a flood plain map of the larger surrounding area. He stated that flood water drains from west to east from Midlothian Road through the existing industrial development on the west side of Rt. 45 through the soccer fields through Rt. 137 to our creek.

Mr. Adams stated that he is concerned about what the resulting impact upon the area will be if the proposed development were to proceed. He stated that the existing Sports Complex driving range is a large permeable area that helps to mitigate the overland storm water flow.

Mr. Schaner stated that there is a slim chance that Medline would be interested in either of the proposed industrial buildings. He stated that he does not yet know who the tenants will be. He stated that they will be marketing to a wide range of users ranging from light manufacturing to distribution uses. He stated that there is a slim to no chance that there will be distribution users that would distribute medical equipment cleaning chemicals. He stated that they would be careful in understanding what kind of chemicals, how they are using them and to what quantity, that would be part of any tenants' operations.

Mr. Jeff Cooper, Village Engineer, stated that in response to the concern about trucks dripping hydrocarbons and for these chemicals that find their way into the detention basin that detention basins are designed in accordance with the WDO to address run off concerns. Mr. Cooper stated that as it relates to downstream overland flow from off site properties, Village does take into consideration the potential impact from upstream properties. He stated that the existing directional overland flow does not change. He stated that the applicant will be responsible for not allowing the detention release rate does not increase. He stated that the applicant's civil engineering plans show that they are substantially increasing the size of the existing detention facility which is above the requirements of the WDO. He stated that the plans show that a new restrictor will be installed on the east side of the detention pond in order to reduce the release rates of the detention pond.

Mr. Cooper stated that the applicant must comply with the WDO regulations that are in place at the time of the application submittal which was in March 2020. He stated that the application does address new rainfall appendixes to the WDO by oversizing the detention basin and the upgrade to the restrictor installation.

Mr. Richard Dominick stated that he has had some experience with Ethylene Oxide (ETO). He stated that these medical equipment cleaning facilities clean the medical instruments and then let the remnant gas dissipate before distribution. He stated that the truck dock doors seem to be elevated to

accommodate high bed trucks. He stated that although there does appear to be a few ramps for smaller trucks and vans it can be precarious when driving up the ramp into the warehouse. He stated that this could hamper some industrial operations. He stated that having a couple of ground level truck bays might be useful for some industrial tenant operations.

Mr. Dominick stated that traffic is getting worse at the intersection of Peterson Road and Butterfield Road. He stated that as the truck traffic increases there appears to be more of them running the red light at that intersection.

Mr. Dominick stated that an industrial facility landlord can enforce truck idling restrictions as needed. He asked if there will be periodic monitoring of the storm water quality and the flow rate of the outlet of the detention pond.

Mr. Cooper stated that there is no monitoring of the flow rate but this issue is address with the sizing of orifice of the infrastructure installed to release the storm water. He stated that a maintenance plan will require periodic inspections of this infrastructure installed to control the release of the storm water. He stated that this becomes the responsibility of the property owner. Mr. Cooper stated that if the Village is made aware of a water quality issue then testing would be implemented.

Mr. Schaner stated they typically do not put restrictions on tenants as it relates to truck idling but that they would address it if complaints were made.

Mr. Dan Gunther, 1967 Bob O Link Lane, asked if the storm water management plans for the proposed development has been evaluated as to how well it would operate with a major rain event such as the one that happened in 2017.

Mr. Cooper stated that the July 2017 rain event that took place in Libertyville fell slightly under the 100 year rain event category.

Mr. Brian Johnson from the Pinnacle Engineering Group, stated that they have analyzed the site and designed the storm water management system including the increase of detention basin size an additional 98% larger than what it is now and proposed an upgraded restrictor on the east side of the pond and calculated that the release of the storm water for a 100 year 24 hour rain event and determined that the release will be decreased by 48% of its current release rate.

Mr. Adams asked what would happen in a 200 year rain event.

Mr. Cooper stated there is no rainfall data for a 200 year event. The current WDO uses the updated 100 year 24 rainfall event data.

Chairman Moore asked where the storm water goes once it is released from the detention basin.

Mr. Cooper stated from the pond it goes through the restrictor located at the northeast side of the pond, then under the Metra tracks and Rt. 137, then towards Bull Creek which is the same place that it currently flows. He stated that the existing 48 inch pipe remains under the Metra right of way, but a smaller orifice restrictor is installed in order to help reduce the flow rate.

Mr. Johnson stated that the 48% reduction in the release rate is based upon the previous rainfall table. The current rainfall tables basically make the difference negligible. He stated that with the proposed civil engineering plans the large detention pond will contain a 100 year 24 hour rain event.

Mr. Richard Adams, 1971 Bob O Link Lane, stated that it seems as though that once the property is sold and developed then it will be up to the property owner to test and maintain the water quality and storm water management of the detention ponds. He asked if it will be up to the residents to seek or obtain testing of the water quality being release from the detention pond.

Mr. Scott Griffith, Village of Libertyville consultant and Storm Water Management Enforcement Officer, stated water quality assurances should be addressed as part of the development but there is no measurement standard as part of the development that requires the developer to consistently monitor the water quality but there are standards that must be met that are stipulated in a maintenance plan which is recorded with the property.

Mr. Adams asked how the water is monitored for its quality before it is released from the pond and eventually enters into the ground water in the residential area.

Mr. Griffith stated that in other projects if there was an indication that water quality testing was implemented then it would be done by a private water quality testing agency who would then report back to the Village. He stated that with projects like this there is a maintenance plan that is utilized to require the cleaning of the infrastructure, removal of invasive grasses, etc.

Mr. Cooper stated that there aren't any requirements in the Lake County WDO or by ILEPA to require a property owner for a development like this to test the water quality in the detention pond. He stated that the WDO provides that the improvements for the development of an industrial property would promote better water quality in the detention basin.

Commissioner Pyter stated that as a matter of perspective the traffic driving along the adjacent roadway system will generate more vehicular fluids on the roads than what the proposed industrial development will cause. Commissioner Pyter asked what the current status is of the IDOT review of this proposal.

Mr. Schaner stated that with the initial submittal that included an all encompassing development proposal that included the development of lot 3 for the gas station by 45Peterson LLC there were initial review comments in December of 2020 based on that plan. He stated that after the withdrawal of 45Peterons LLC and the removal of the gas station on lot 3 in the summer of 2021, IDOT approval was no longer required. He stated that the future development of lot 3 will be subject to IDOT review. He stated that IDOT is in agreement with the current proposal for the industrial portion of the project.

Commissioner Wheeler asked how complete are the drawings.

Mr. Schaner stated that the civil engineering drawings are about 99% complete. He said that the architectural drawings and site plan are complete but are not yet drawn to include details for the HVAC systems, electrical systems, etc. for construction permit applications.

Commissioner Wheeler stated that he is still uncertain as to what types of tenants that would occupy the industrial buildings and asked the applicant if they can give examples to better understand who might occupy these buildings.

Mr. Schaner stated that at other locations that they have developed they have done deals with DHL which had a third party logistics company that repackaged food products for distribution. He stated that other tenants include FONA International who manufactured food flavoring components which were mostly in a powdered form and they stored and distributed or had customers come and pick up

the packages. He stated that another tenant they contracted with is Skyjack Corporation who is a hydraulic equipment supplier for their north American parts distribution. He stated that they have had a couple of different food manufacturers that either bought warehouse space or lease warehouse space from MIF. He stated that they have worked with distribution companies, they have lease to food container manufacturing and distribution companies. He stated that they have worked with high end auto parts distributors from Asia who ship their parts to his warehouse where it is then distributed to local wholesale or auto parts retailers.

Mr. Schaner stated that the market place they work with is wide ranging and users of these industrial buildings usually aren't interested until the buildings are constructed. He stated that his competitors also develop their industrial buildings on speculation without initially knowing who their tenants are.

Commissioner Wheeler asked for clarification as to the likelihood of the traffic signal being installed at Rt. 45 and Tempel Drive.

Mr. Spoden stated that the triggering point is identifying funding sources for the traffic signal.

Commissioner Wheeler asked who would complete the Canlan Sports Complex parking lot improvements.

Mr. Spoden stated that the Village would complete the Sports Complex parking lot improvements, not MIF.

Ms. Rowe stated that the funding for the parking lot improvements is contingent on the sale of the property to MIF.

Commissioner Wheeler asked for clarification on the parking overflow after the parking lot improvements are complete.

Ms. Rowe stated that the parking impact studies have shown that Canlan can accommodate their parking needs. She stated that in those rare cases if necessary, shuttling to off-site parking lots can be implemented. She stated that there have been discussions with MIF about making use of their parking area for overflow parking during major tournament events held at Canlan as needed.

Commissioner Wheeler asked if the staff review comments regarding easements have been resolved. Ms. Rowe stated that there are some easement provisions on the proposed plat of subdivision. She stated that the Reciprocal Easement Agreement has not yet been finalized but this is currently being worked through with the developer.

Commissioner Wheeler asked for clarification regarding the demolition and site grading and indicated that additional dirt will have to brought to this site.

Mr. Schaner stated that they can utilize the dirt from the detention pond.

Commissioner Wheeler asked if there had been any soil testing done on this site.

Mr. Schaner stated that they have done a Phase One Environmental Report and it had shown that there were no recognizable environmental concerns. He stated that there wasn't any soil sampling

done except to determine soil stability and also there was a reliance on historical data that showed what the site was used for.

Commissioner Wheeler asked if retrograding the building or site to meet a future tenants occupancy requirements was taken into consideration such as an oil-water separator.

Mr. Schaner stated that if a tenant needed to pull vehicles into the building then they would accommodate the oil-water separation requirements. He stated that when the detention ponds are designed they do so by way of Best Management Practices that are governed by the county relative to storm water management system engineering and design. He stated that the detention pond design includes appropriate plantings and sediment forebays to address stormwater runoff infiltrated with certain amount of oil contaminants.

Chairman Moore asked Staff for clarification regarding how to proceed relative to the abundance of Engineering Division Staff Review Comments found in the Development Review Committee Staff Report.

Mr. Spoden stated that the review comments will typically be more detailed as they are shown in the Staff report because the petitions currently being discussed are for Final Plans. He stated that the majority of the comments would not necessarily be something that the Plan Commission would have concerns about. He stated that because of the way that the recommendations have been conditioned in the report then the list of review comments would be covered and the developer would be obligated to address them at the appropriate time. He stated that he is not aware that the applicant, MIF, is in disagreement with these items listed in the staff review comments in the report.

Chairman Moore asked Mr. Schaner if he has read the Development Review Committee Staff Report.

Mr. Schaner stated that he has seen the report and stated that he believes that they can work through the review comment items. He stated that the comments are fairly minor and that the most important issue is finalizing the Reciprocal Easement Agreement and a Project Agreement.

Mr. Cooper stated that they formatted the conditions for approval to acknowledge the Staff review comments. He stated that the bulk of the comments fall under the condition that they be satisfactorily addressed prior to Site Development Permits being issued.

Commissioner Steffe asked if there have been any discussions with Canlan Sports regarding the installation of an entrance on the east-rear side of the building.

Ms. Rowe stated that there is an entrance on the east side of building but this has been predominantly used for bringing in materials for events. She stated that the east side parking lot expansion would be used primarily for vendors and employee parking more so than for customer parking. She stated that customers would not be prohibited from parking on the east side but that would not be the preference.

Commissioner Steffe asked if there are any plans to install a sidewalk on the south end of the

building so that if customers need to park on the east side of the building then there would be a sidewalk to get from the rear of the building to the front entrance without walking in the driveway. Ms. Rowe stated that there is not a plan for a sidewalk at that location due the challenges in the grade elevations in that area. She stated that this is why it may be prudent to give preference to parking employees and vendors on the east side of the building.

Commissioner Steffe stated that this is a lacking in the site plan design especially in winter weather could be a liability issue if customers do park on the east side they then might be in a circumstance of walking on the icy or snow covered driveway without a sidewalk. He stated that without a sidewalk along the south end of the building is a major deficiency of the plan.

Commissioner Steffe asked if there will be a restriction of semi-trucks going north from the industrial component through the Canlan Sports lot to get to the exit at Rt. 45 and Tempel Drive intersection.

Ms. Rowe stated that consideration to implementing signage to discourage trucks from traversing the Canlan Sports lot was discussed.

Mr. Cooper stated that the sign plan includes restricting truck traffic from the Canlan Sports parcel.

Commissioner Steffe stated that enforcement policy for restricting truck drivers from entering the Canlan Sports lot should be established. He stated that the worst case scenario should be planned for.

Commissioner Steffe asked how the property owners will administer spill over parking from the Sports Complex property onto the industrial facility parking lots.

Mr. Schaner stated that they have been discussing this issue with the Village. He stated that if there are tenants in the industrial buildings that use up all of their parking spaces then they would utilize signage in the industrial lots parking lot to restrict parking from the Sports Complex.

Commissioner Steffe stated that he is concerned about the unknown ramifications if Sports Complex customers get towed for parking in the industrial property parking spaces.

Commissioner Steffe stated that he understands the need for the Village to sell this property. He stated that the lots the MIF are proposing to develop should be an industrial property, but the scale of the industrial proposal is too large for this site. He stated that if seems like too much industrial development is being force into this location.

Commissioner Oakley asked if there is still a hotel planned for the property located on Peterson Road.

Ms. Rowe stated that there is a hotel approved for development at Peterson Road and Northwind Blvd.

Commissioner Oakley asked Mr. Schaner what the prospect is for the use of electric vehicles in the

industrial warehousing industry.

Mr. Schaner stated that the trend is rising for electric vehicles but perhaps more for the ecommerce subsector. He stated that the proposed industrial buildings by MIF are not designed for electric vehicles. He stated that the chances of getting an Amazon type of operation at this location is not likely.

Commissioner Rankin asked if it was intentional to keep the onsite traffic routing/circulation open to traverse from the Peterson Road entrance all the way through to the Sports Complex lot 4.

Ms. Rowe stated that it is intentional.

Commissioner Rankin stated that there seems to be an attempt to combine both the access drives and parking lot areas, but it does not seem to work well as both. He stated that mixing the two types of traffic does not work well. He stated that he concurs with some of the concerns expressed by the neighbors. He stated that he is not certain that turning this property into an industrial site is the answer.

Commissioner Flores stated vehicles driving through the industrial developments parking lots to access the Sports Complex facility seems to be the least desirable way to do that. She stated that the office entrances into the industrial buildings are on the outside corners of each building and that is where employees would park near, this would potentially provide traffic movement conflicts for traffic navigating through the industrial property in their attempt to get to the Sports Complex parking lot.

Commissioner Flores stated she is concerned about the traffic flow especially at the southwest corner of the southern industrial building on lot 2.

Mr. Schaner stated that on the east end of lot 2 they are proposing a three way stop.

Commissioner Flores stated that she is concerned about the traffic movements at the southwest end of lot 2. She stated that her concern is heightened without knowing what will be developed on lot 3.

Mr. Schaner stated that if the Fire Department did not have a problem with closing the west end of the southern parking lot and opening up access to that parking lot from the middle he would not be opposed to that.

Commissioner Flores stated that it seems like there are too many intersections in too close together in the parking lot areas and the ring road and this would cause confusion for the drivers especially at the southwest corner of the southern industrial building on lot 2.

Mr. Michael Worthman, K.L.O.A., stated that they performed the traffic study for this site. He stated that the parking lot aisles and the driveway aisles next to them or parallel are common configurations. He stated that lower speeds are promoted with the proposed site plan layout design. He stated that the sight lines are not obstructed so drivers will be able to see each other. He stated that the intersections on the site being discussed will be stop signed controlled for additional safety.

Commissioner Flores stated that the road entering from Peterson is currently being used as a cut through now for parents bringing their children to soccer practice at the Sports Complex. She asked how traffic will be managed while the project is under construction.

Mr. Schaner stated that the Peterson Road entrance traffic will have to be restricted during the construction of the two industrial buildings. He stated that construction may last nine (9) months at a minimum.

Ms. Brooke Lenneman, Village Attorney, stated that she wanted to clarify the scope for the review for this meeting tonight. She stated that this project has already received Concept approval. She stated that this project is on tonight's agenda for Final approval. She stated that tonight's main evaluation is to determine if the Final Plan is in substantial conformity with the approved Development Concept Plan and any conditions for that approval. She stated that it is her understanding that it is Village Staff's position that the Final Plan is within substantial conformity with the approved Development Concept Plan.

Chairman Moore stated that there are new commissioners on the Plan Commission. He stated that there are almost 40 conditions listed in the Staff report which makes it difficult to understand what the Final Plan ultimately is that the Plan Commission is being asked to recommend approval for.

Ms. Lenneman stated if the concern is that the Final Plan is not final enough then the Plan Commission can respond to it accordingly. She stated that the vast majority of the conditions listed in the Staff report can be addressed at the time of permit application submittal.

Mr. Spoden stated that the vast majority of comments listed in the Staff report are perfunctory. He stated that the effort was made to list out the review comments in order to be transparent in terms of what needs to get done. He stated that Staff is recommending approval because the Final Plan is in substantial conformity with the approved Development Concept Plan.

Chairman Moore stated that many of the comments mentioned tonight are the same comments that were brought up during the meetings held for the Development Concept Plan stage of the process. He stated that some of the concerns that were brought up by the Plan Commission during the Concept Plan meetings were not addressed in the Final Plan documents as expressed by Commissioner Steffi. He stated that Commissioner Flores comments are those that should be addressed as well. He stated that the on-site traffic will be an issue. He stated that without a traffic signal at the intersection of Rt. 45 and Tempel Drive the traffic will be a challenge on this site. He stated that the traffic signal will help tremendously.

Chairman Moore asked about signage at the southeast corner near the Peterson Road entrance.

Ms. Rowe stated that there currently is the old Libertyville Sports Complex sign at that location. She stated that MIF is proposing a multi-tenant sign as a replacement for the existing sign. She stated that it will incorporate tenant panes for the industrial buildings and the Village has asked to have panel included for the Sports Complex.

Chairman Moore asked the petitioners how they would like to proceed tonight.

Mr. Schaner stated that given that the review comments in the Staff report are minor and can be addressed at time of permit application submittal they are ready to proceed with a vote from the Plan Commission.

Ms. Rowe stated that they agree with the conditions that are proposed in the staff report and are ready to proceed with a vote from the Plan Commission.

Chairman Moore read the motion for approval.

Commissioner Steffe stated that there are several matters being considered by two different applicants. He asked if motions and votes can be made case by case.

Mr. Spoden stated that Staff recommended combining all the case numbers under a single motion as they are very interdependent with each other.

Commissioner Steffe stated that he views each case independently. He stated that his view on one case would be different from his view on another case. He stated that by bundling them all together he is then forced to vote one way on all of the cases.

Chairman Moore stated that it is co-development with a Development Agreement that affects both parties.

Ms. Lenneman stated that tonight's vote is whether the Final Plan is in substantial conformity with the Development Concept Plan. She asked Ms. Rowe if the Village could proceed on the Sports Complex building portion without MIF moving forward with the industrial development.

Ms. Rowe stated that the Village's portion of the proposed improvements is solely dependent on the design and development of the MIF proposal. She stated that they are interdependent upon each other.

In the matters of PC 20-29 thru PC 20-36, Commissioner Oakley moved, seconded by Commissioner Flores, to recommend that the Village Board of Trustees approve an Amendment to the Planned Development Final Plan, Amendment to the Special Use Permit, Amendment to the Site Plan Permit, Final Plat of Subdivision, Amendment to the Village of Libertyville Comprehensive Plan Future Land Use Map, Amendment to the Planned Development Final Plan, and Final Plat of Subdivision, subject to the following conditions:

1. *That the following items be addressed prior to adoption of an Ordinance to Approve the Final Plat:*
    i. *Easements, provisions, and notes shall be addressed on the Final Plat in accordance with applicable Engineering Division review comments in the DRC Staff Report dated February 8, 2022 and shall be reviewed and approved by Village staff.*
2. *That the following items be addressed prior to Village execution of the Final Plat:*
    i. *The Final Plat shall be approved and executed by the Illinois Department of Transportation.*
    ii. *Approval shall be obtained from the US Army Corps of Engineers for the proposed impacts to existing wetlands.*
    iii. *A Reciprocal Easement Agreement for the subdivision shall be approved by the*

Village Board of Trustees by way of Resolution.

iv. A Development Agreement between the petitioners and the Village shall be executed and approved by the Village Board of Trustees by way of Resolution.

3. That the following items be addressed prior to final engineering approval or the issuance of a site development permit:

i. The comments within the DRC Staff Report dated February 8, 2022, including all referenced review comments provided by consultants, are satisfactorily addressed.

ii. The Reciprocal Easement Agreement shall be fully executed and recorded by the Lake County Recorder of Deeds.

iii. The Development Agreement between the petitioners and the Village shall be recorded by the Lake County Recorder of Deeds.

Motion carried 4 -3.

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

November 23, 2020, Plan Commission Meeting Minutes

PC 20-28 Village of Libertyville, Applicant
1800, 1850, and 1950 N. US Highway 45

Request is for Final Approval for an Amendment to the Village of Libertyville Comprehensive Plan Future Land Use Map, located at 1800, 1850 and 1950 N. US Highway 45 in an O-2 Office, Manufacturing and Distribution Park District.

PC 20-29 Village of Libertyville, Applicant
1800, 1850, and 1950 N. US Highway 45

Request is for Final Approval for an Amendment to the Special Use Permit for a Planned Development in order to reduce the land area for the Village of Libertyville Sports Complex and for the removal of the Golf Learning Center and Family Entertainment Center, and to add industrial and commercial land uses for property located at 1800, 1850 and 1950 N. US Highway 45 in an O-2, Office, Manufacturing and Distribution Park District.

PC 20-30 Village of Libertyville, Applicant
1800, 1850, and 1950 N. US Highway 45

Request is for Final Approval for an Amendment to the Planned Development Final Plan in order to reduce the land area and add additional parking spaces for the Village of Libertyville Sports Complex, removal of the Golf Learning Center (GLC) and Family Entertainment Center (FEC), and to add industrial and commercial land uses for property at 1800, 1850 and 1950 N. US Highway 45 located in an O-2, Office,

Manufacturing and Distribution Park District.

PC 20-31 Village of Libertyville, Applicant
1800, 1850, and 1950 N. US Highway 45

Request is for Final Approval for an Amendment to the Special Use Permit for a Sports and Entertainment Complex in order to reduce the land area for the Village of Libertyville Sports Complex, removal of the Golf Learning Center (GLC) and Family Entertainment Center (FEC), and to add industrial and commercial land uses for property located at 1800, 1850 and 1950 N. US Highway 45 in an O-2, Office, Manufacturing and Distribution Park District.

PC 20-32 Village of Libertyville, Applicant
1800, 1850, and 1950 N. US Highway 45

Request is for Final Approval for an Amendment to the Site Plan Permit for a Sports and Entertainment Complex in order to reduce the land area for the Village of Libertyville Sports Complex, removal of the Golf Learning Center (GLC) and Family Entertainment Center (FEC), and to add industrial and commercial land uses for property located at 1800, 1850 and 1950 N. US Highway 45 in an O-2, Office, Manufacturing and Distribution Park District.

PC 20-33 Village of Libertyville, Applicant
1800, 1850, and 1950 N. US Highway 45

Request is for a Final Plat of Subdivision in order to develop industrial and commercial land uses for property located at 1800, 1850 and 1950 N. US Highway 45 in an O-2, Office, Manufacturing and Distribution Park District.

PC 20-34 Midwest Industrial Funds, Applicant
1800, 1850, and 1950 N. US Highway 45

Request is for Final Approval for an Amendment to the Village of Libertyville Comprehensive Plan Future Land Use Map, located at 1800, 1850 and 1950 N. US Highway 45 in an O-2 Office, Manufacturing and Distribution Park District.

PC 20-35 Midwest Industrial Funds, Applicant
1800, 1850, and 1950 N. US Highway 45

Request is for Final Approval for an Amendment to the Planned Development Final Plan in order to develop industrial land uses for property located in an O-2, Office, Manufacturing and Distribution Park District at 1800, 1850 and 1950 N. US Highway 45.

PC 20-36 Midwest Industrial Funds, Applicant
1800, 1850, and 1950 N. US Highway 45

Request is for a Final Plat of Subdivision in order to develop industrial and commercial land uses for property located at 1800, 1850 and 1950 N. US Highway 45 in an O-2, Office, Manufacturing and Distribution Park District.

Ms. Heather Rowe, Economic Development Coordinator, introduced the Village of Libertyville's request for PC 20-28 Final Approval for an Amendment to the Village of Libertyville Comprehensive Plan Future Land Use Map, request for PC 20-29 Final Approval for an Amendment to the Special Use Permit for a Planned Development, request for PC 20-30 Final Approval for an Amendment to the Planned Development Final Plan, request for PC 20-31 Final Approval for an Amendment to the Special Use Permit for a Sports and Entertainment Complex, request for PC 20-32 Final Approval for an Amendment to the Site Plan Permit for a Sports and Entertainment Complex and request for PC 20-33 a Final Plat of Subdivision in order to reduce the land area for the Village of Libertyville Sports Complex, removal of the Golf Learning Center (GLC) and Family Entertainment Center (FEC), and to add industrial and commercial land uses for property located at 1800, 1850 and 1950 N. US Highway 45 in an O-2, Office, Manufacturing and Distribution Park District.

Ms. Rowe stated that the Libertyville Sports Complex facility is subject to proposed redevelopment. She stated that she will present the Village of Libertyville portion of the site. She stated that the Village's portion of the overall site contains the Sports Complex Building and is identified as Lot 4 on the site plan. She stated that Midwest Industrial Funds is the developer for two industrial buildings and is identified as Lots 1 and 2 and will do the majority of the storm water detention improvements in the area identified as Lot 5. She stated that the Village is doing minor modifications to the Lot 4 portion of the site including some parking lot, lighting and landscape improvements.

Ms. Rowe stated that Lot 3 is subject to a commercial development application proposed by 45Peterson LLC. She stated that they will come back before the Plan Commission at a future meeting with a more detailed development proposal.

Ms. Rowe stated that after the improvements are complete on the Sports Complex building site there will be 529 parking spaces. She stated that there may be an opportunity for the Midwest Industrial Funds industrial building site to provide overflow parking for the Village's Sports Complex building site depending upon the number and type of tenants that will occupy the industrial site on Lots 1 and 2.

Ms. Rowe stated that due to proposed parking lot lighting improvements on the Sports Complex building site there were a couple of areas where the photometric brightness exceeded the code. She stated that this will be addressed as needed in order to obtain compliance.

Ms. Rowe stated that prior to the Sports Complex building re-opening Staff will consult with the Sports Complex building management to address improved vehicular movement at the drop off and pick up area in front of the building.

Chris Geiselhart, 1408 Bull Creek Drive, stated that she is concerned about the increase of parking

needed for both the Libertyville Sports Complex and the proposed industrial buildings.

Ms. Rowe stated that the improvements to the Libertyville Sports Complex building site include some minor landscaping and some additional parking spaces.

Chairman Moore suggested that the Midwest Industrial Funds portion of the project be opened for presentation prior to inviting the public to ask questions or give testimony as both projects are on the same property.

Pat Schaner, Midwest Industrial Funds, introduced the industrial development portion of the project that is subject to Lots 1 and 2. Mr. Schaner stated that their proposal includes two industrial buildings with a shared truck court between them. He stated that they will expand the existing detention pond in order to accommodate the industrial development as well as the minor parking lot and landscaping improvements on the Libertyville Sports Complex (Lot 4). He stated that the storm water management improvements will also accommodate the future commercial development for Lot 3. He stated that there will be a common access drive that will interconnect all three development areas.

Mr. Schaner stated that there is new monument signage proposed next to new right-in/right-out access point along Rt. 45 and along the access point from Peterson Road. He stated that all truck traffic for the industrial site would access the site from either the Peterson Road access point or from the Rt. 45 right-in/right-out access point south of the main entrance access point to the Sports Complex building lot. He stated that the right-in/right-out Rt. 45 access point lines up directly with the industrial building shared truck court area.

Mr. Schaner stated that there is passenger vehicle parking areas proposed for the industrial parcels to be located north of the north building, south of the south building a west of the two industrial buildings between the Rt. 45 right of way and the industrial buildings. Mr. Schaner stated that the access drive along the west side of the two industrial buildings is designed to be wider than a standard parking lot aisle as additional traffic volumes are anticipated to access this drive.

Mr. Schaner stated that they are intending to development both industrial buildings at the same time in a speculative manner as no preleasing to future tenants has not been executed at this point. He stated that their market research of possible industrial tenants has indicated that the design and construction of the two industrial buildings will need to be as flexible as possible in order to accommodate a range of potential users of the buildings. He stated that each building has three office entrances along the north side of the north building and along the south side of the south building. He stated that each building will be constructed with pre-cast concrete panels. He stated that each building is designed to accommodate three or four users.

Mr. Schaner stated that both Midwest Industrial Funds and Village Staff participated in an informal storm water management meeting with the residents who reside to the east. He stated that it was a productive discussion. He stated that during the course of this meeting it was discuss how the improvements to the detention area will hold more storm water and release storm water at a slower rate.

Mr. Schaner stated that they are proposing a right-in/right-out access point with a deceleration lane along Rt. 45 directly west from the two industrial buildings. He stated that they have preliminary approval from IDOT for this access point.

Mr. Schaner stated that he did receive a couple of pages of comments and questions from the neighboring homeowners from the east area. He stated that he did address these questions earlier today but is willing to discuss any of them now during the Plan Commission meeting.

Ms. Geiselhart stated she is concerned that the only native plantings appear to be around the detention area. She stated that native plantings need very little watering and maintenance. She stated that she would like to see more native plantings throughout the entire site.
Mr. Schaner stated that his company is very aware of the necessary maintenance requirements of the landscape plantings. He stated that the landscape plan is intended to comply with the Village of Libertyville requirements. He stated that they will not have an irrigation system for the landscaping for these two buildings.

Ms. Geiselhart stated that she is concerned about the flow of storm water and the chemicals in the storm water, such as salt, that will travel easterly towards Bull Creek residential subdivision.

Mr. Schaner stated that the use of salt is necessary for de-icing the roadways during the winter. He stated that they work with their snowplow vendors in order to ensure that the bare minimum of salting of the parking lot is done.

Brian Johnson, Pinnicle Engineering, stated the detention area will be developed into a wetland complex and hold approximately four inches of water at the bottom. He stated that it will also be designed to hold and release storm water through a system that will filter out as much salt as possible but the better way for removing salt from water is through evaporation.

Ms. Geiselhart stated that she is concerned that the Plan Commission did not get her written questions with developer responses before the Plan Commission meeting started.

John Spoden, Director of Community Development, stated they just received the responses from the developer just moments before the Plan Commission meeting started. He stated that Staff is recommending that the Plan Commission does not make a recommendation on the project tonight but to continue the meeting to a January meeting date in order to allow an opportunity to fully vet all of the information.

Ms. Geiselhart stated that she supports every effort of this project following the latest or newest version of the Lake County Watershed Development Ordinance (WDO).
Mr. Schaner stated that the design of their project does comply with the new WDO regulations.

Chairman Moore stated that there are Staff review comments relative to the photometric plan.

Ms. Rowe stated the Village will incorporate glare shields on the light pole standards in order to help mitigate off site glare.

Chairman Moore stated that the Staff review made reference to traffic safety shall be addressed.

Mr. Spoden stated that traffic signal warrants were indicated for the intersection at Tempel Drive, Rt. 45 and the main Libertyville Sports Complex entrance. He stated that the Village Board has asked that Staff investigate the funding resources of a traffic signal installation and report back at the appropriate time.

Mr. Schaner stated that they have a draft of the R.E.A. and they have their attorney reviewing it now. He stated that they hope to have it completed within the next couple of weeks.

Mr. Spoden stated that they will need all revised plan materials including the R.E.A. at least three (3) weeks prior to the January 11, 2021 Plan Commission meeting.

Mr. Schaner stated that in reference to the Staff review comment they agree to incorporate the public utility easements on the plat of subdivision.
Mr. Schaner stated that they are open to discussing with Village Staff how the monument signage will be implemented.

Mr. Spoden stated that the applicant can come back with a follow-up an updated sign program at a later date.

Mr. Schaner stated that they will amend the photometric site plan to comply with the Village requirements.

Mr. Cooper stated that 95% of their Engineering Division comments can be easily addressed. He stated that it is important to know how the applicant will address the necessary easements for the site.

Richard Adams stated that he is concerned about the off site impacts caused by drainage of storm water and is uncertain about the direction of the storm water flow.

Brian Johnson, Pinnacle Engineering Group, stated that the overland flow is routed through the site from west to south.

Mr. Adams stated that he is concerned about the hours of operation of the proposed industrial buildings once they are fully occupied. He stated that he is concerned about truck's idling overnight as well.

Mr. Schaner stated that currently the proposal is for speculative industrial buildings with no tenants being identified at this point in time. He stated that the proposed buildings are not designed like a typical truck terminal but are design more like warehouses with a distribution component. He stated that they do not anticipate leasing to tenants that will have late night activity although there may be tenants that could have a light assembly component in the evenings.

Mr. Adams stated that he is concerned that the Village does not know who the tenants will be or how restrictions should be applied. He stated that he is concerned about possible tenants that utilized

hazardous materials with the risk of chemical spills into the water sources. He stated that there should be a mitigation plan.

Mr. Spoden stated that the subject property is zoned O-2 Office, Manufacturing and Distribution Park district, it is not zoned I-3 General Industrial district. He stated that any heavy industrial user would require a Special Use Permit and would have to go back through a public hearing. He stated that the Fire Department and the Public Works Department would review any potential risk for chemical spills.

Mr. Adams stated that it is important that the members of the community are protected.

Commissioner Oakley that the Plan Commission will need to know more information as it relates to the need for a traffic signal and there appears to be many unanswered Engineering related review comments.

Commissioner Pyter asked for clarification of the difference between the wetland and detention pond A.

Mr. Johnson stated that the detention pond is design specifically to hold water and release it at a controlled rate. He stated that the detention area is getting reworked in order to accommodate the entire site including the Sports Complex parcel, the industrial parcels and the commercial development parcel at the corner.

Commissioner Pyter asked for clarification as to how trucks will access the site.

Mr. Schaner stated that both trucks and passenger vehicles can enter from the main entrance located at Peterson Road. He stated that the site plan is designed to get trucks to and from the site as efficiently as possible with as few traffic conflicts as possible. He stated that way finding signage is proposed for the site to help the traffic flow throughout.

Commissioner Schultz asked for clarification on the Libertyville Sports Complex parking improvements.

Ms. Rowe stated that recent Parking Impact Studies by CivilTech support the proposed parking space increase up to a total of 529 on site. She stated that some of those spaces are landbanked and for those circumstances where the Sports Complex holds special events that may trigger a need for additional parking, the Village is negotiating with the industrial development owners for shared parking opportunities.

Commissioner Schultz inquired about the need to improve the drop off area in front of the Sports Complex building.

Ms. Rowe stated that as the Village gets closer to opening the Sports Complex building back up for public use Village staff will coordinate with management to devise the best plan for the drop off area.

Commissioner Schultz stated that the Midwest Industrial Funds two building industrial proposal seems similar to the recently developed Bridge Development project on East Park Avenue. He asked if the Village is getting complaints regarding the Bridge Development.

Mr. Spoden stated that there are very few concerns to mention. He stated that all of the Bridge tenants maintain their operations indoors.

Ms. Rowe stated that the two Bridge Development buildings area almost fully occupied.

Commissioner Schultz asked the industrial developer if the proposed number of parking is necessary.

Mr. Schaner stated that the majority of the prospective tenants will need a certain amount office space which will trigger more need for parking. He stated that the parking needs for all of the future tenants will have a wide range.

Commissioner Schultz stated that consideration should be given to land banking more parking to reduce the amount of pavement surface.

Mr. Schaner stated that they anticipate that they will need the parking as is currently designed.
Commissioner Schultz asked if the parking lot lighting can be set on a timer and dim when not needed.

Mr. Schaner stated that the proposed parking lot light poles are designed with photo cells and come on when the sky is becomes dark.

Commissioner Schultz stated that he supports any effort to bring the brightness of the parking lot lighting down where applicable.

Mr. Schaner stated that he anticipates that for those tenants with typical 8:00 a.m. to 5:00 p.m. hours of operation they can make adjustments to the parking lot lighting where practical.

Commissioner Steffe asked if the Libertyville Sports Complex building has a public entrance on the east side of the building.

Ms. Rowe stated that the west entrance into the building is the main entrance. She stated that Village Staff will re-visit the issue of the east entrance for major events that may take place at the Sports Complex building.

Commissioner Steffe stated that he is concerned that the proposed improvements for the Sports Complex building does not include a sidewalk from the east side of the building to the west side of the building. He stated that he is concerned that pedestrians will be forced to walk on the driveway if the cannot enter into the building on the east side.

Ms. Rowe stated that the grading of the site does not allow for incorporating a pedestrian sidewalk along the south side of the building.

Commissioner Steffe stated that every effort should be made to keep pedestrians off of the road. He asked if the R.E.A. envisioned a parking area on the north side of the north industrial building as he is concerned about Libertyville Sports Complex visitors parking in the industrial building parking lot and there being a liability risk.

Mr. Schaner stated the R.E.A. would not address liability issues in the industrial building parking area as they do not know yet who the industrial tenants will be.

Ms. Rowe stated that an Enforcement Plan for parking can be considered to address these issues.

Commissioner Krummick stated that he is concerned that there may not be enough parking at the Libertyville Sports Complex. He stated concerned about traffic being routed safely through the industrial lots to the Libertyville Sports Complex site. He stated that he is concerned about the impact upon the neighboring Bull Creek residential area.

Mr. Schaner stated that the site plan is designed so that the truck court is located between the two buildings. He stated that the building will act as a buffer between the truck court area and the neighboring residential area and help to mitigate noise. He stated that the development is at least 700 feet from the Bull Creek subdivision to the northeast and so he is not concerned about creating a noise nuisance.

Commissioner Krummick stated that there should still be a restriction on truck idling.

Chairman Moore asked how will the Libertyville Sports Complex customers/visitors exit the property and go east onto Peterson Road.

Mr. Cooper stated that Village Staff will look for a way finding sign program that will enable passenger vehicles to traverse through the site safely from the LSC through the industrial parking area along the west side and then to the Peterson Road main access point.

Chairman Moore stated that whether there is a traffic signal or not at the main LSC entrance and Rt. 45, a wayfinding signage program for the entire site will be important.

Ms. Rowe stated that a wayfinding sign program will be important. She stated that it will be beneficial if a traffic signal can be installed at the intersection of Rt 45, Tempel and the main entrance into the LSC site. She stated that the applicants are waiting for IDOT to provide feedback on the project as well.

Chairman Moore stated that it is understood that this project should be continued in order to provide the opportunity to the applicants to address all of the outstanding review comments.

In the matters of PC 20-28 through PC 20-36, Commissioner Oakley moved, seconded by Commissioner Steffe, to continue these items to the January 11, 2021, Plan Commission meeting.

Motion carried 6 - 0.

Ayes: *Moore, Krummick, Oakley, Pyter, Schultz, Steffe*
Nays: *None*
Absent: *Flores*

Agenda Item No. 8

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	March 22, 2022
Agenda Item:	**REPORT OF THE ZONING BOARD OF APPEALS** **ZBA 22-01, Variation for Location of Specified Uses** **ZBA 22-02, Variation for Location of Specified Uses** Andrew Nast and Adam Clabaugh, Applicants 416 N. Milwaukee Avenue
Staff Recommendation to Zoning Board of Appeals:	Deny variations.
ZBA Recommendation:	Deny variations.
Staff Contact:	John P. Spoden, Director of Community Development

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Background: In 2005, the Village Board of Trustees passed Ordinance No. 05-O-77 (attached) that placed limits on occupancy of offices and financial institutions in the C-1 Downtown Core Commercial District. New offices and financial institutions are not allowed in the front 35 feet of buildings fronting on Milwaukee Avenue or occupy more than 25% of the footprint of the building. Variations can be applied for to the Zoning Board of Appeals.

At their February 28, 2022 meeting, the Zoning Board of Appeals heard requests for both variations for 416 N. Milwaukee Avenue. The applicants proposed a shared office space for the location.

At the conclusion of the hearing, the Zoning Board of Appeals did not find the petition consistent with the Standards for Variations. Motions to recommend Village Board of Trustees approval of the requested variations failed with votes of 0 - 5. Accordingly, the recommendation of the Zoning Board of Appeals is for denial of the requested variations.

REPORT OF THE ZONING BOARD OF APPEALS

REPORT ON: ZBA 22-01 and ZBA 22-02, Andrew Nast and Adam Clabaugh

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

Pursuant to the **APPLICATION of ANDREW NAST AND ADAM CLABAUGH**, being the **CONTRACT PURCHASERS** of real estate located at **416 N. MILWAUKEE AVENUE**, the **ZONING BOARD OF APPEALS** of the Village of Libertyville held a **PUBLIC HEARING** to consider the **APPLICATION FOR VARIATIONS TO INCREASE THE MAXIMUM PERMITTED LIMITATION THAT PROHIBITS SPECIFIED LAND USES FROM OCCUPYING THE FRONT THIRTY-FIVE (35') FEET OF ANY FIRST FLOOR SPACE WITHIN A BUILDING WITH STREET FRONTAGE ON MILWAUKEE AVENUE; AND INCREASE THE MAXIMUM PERMITTED LIMITATION THAT PROHIBITS SPECIFIED LAND USES TO OCCUPY MORE THAN TWENTY-FIVE (25%) PERCENT OF THE GROSS FIRST FLOOR AREA OF A BUILDING WITH STREET FRONTAGE ON MILWAUKEE AVENUE WITHIN THE C-1 DOWNTOWN CORE COMMERCIAL DISTRICT, CHAPTER 26, SECTION 5-2.4(c)**, according to the provisions cited in the Libertyville Municipal Code as amended, with the aforesaid real estate being described in Exhibit A, attached.

The aforesaid **PUBLIC HEARING** was duly advertised on **FEBRUARY 11, 2022**, and held virtually on **FEBRUARY 28, 2022**, at **7:00 P.M.** Written notice was served by certified mail, return receipt requested to all property owners within 250 feet of the site.

At the **PUBLIC HEARING** the applicant and witnesses were duly sworn and questioned by the Zoning Board of Appeals.

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

Background:

In 2004, at the direction of then Mayor Laska, the Plan Commission held a series of meetings and public hearings regarding changes to the office limitations in the downtown district. The Zoning Code regulation prior to September 2005 limited the amount of office uses to not more than 10% of the total street frontage in the C-1 District, excluding parking lots. The intent of the regulation was to allow for a maximum area of retail and service institutions. The Plan Commission was requested to study this Code requirement due to questions of its enforceability and equity to property owners in the C-1 District.

Through the hearing process, the Plan Commission directed that Staff and representatives from the Plan Commission, Economic Development Commission, and the MainStreet Economic Restructuring Committee meet to formulate a recommendation to the Commission. That group met on two separate occasions and formulated the following recommendation to the Commission:

1. Include Financial Services within the uses to be regulated in the C-1 District.

2. As the goal of the ordinance is to promote a pedestrian friendly downtown and to increase the availability of retail and restaurant space, the group recommended that office and financial institutions be set back to allow for retail and service uses closer to the street. The proposal was intended to not allow office or financial institutions within the front 35 feet of a building. In addition, no office use or financial institution can occupy more than 25% of the gross first floor area of a building with street frontage in the C-1 District. These two proposals were based upon a study of the downtown which used the Proctor Building at 518 N. Milwaukee Avenue as an example. The front retail spaces are approximately 35 feet in depth and the existing office space on the first floor is accessed off of the alley/walkway and does not exceed 25% of the gross floor area.

3. The group recognized that certain buildings within the downtown are designed as office buildings. However, they are located on the fringe of the district. Accordingly, the group is recommended a rezoning of certain properties off of Milwaukee from C-1 to C-2. The uses allowed in C-2 are similar to C-1, but offices and financial institutions would simply be permitted uses and not subject to a setback and a percentage of floor area of a building.

4. The group agreed to establish the setback and percentage requirements to be allowable variations to address each proposal on a case by case basis.

The Plan Commission deliberated on the proposal and discussed whether the changes should apply to Milwaukee Avenue only, or to the entire C-1 District. The Plan Commission voted 6 - 1 to recommend Village Board adoption of the proposal for the entire C-1 District, subject to the rezonings as noted, and a zoning change for the Masonic Temple and adjacent Village parking lot from C-1 to IB.

In September 2005, the Village Board determined that the retention of retail uses at street level along Milwaukee Avenue within the C-1 Downtown Core Commercial District is of crucial importance to the vitality and viability of that district and the continued prosperity of the Village of Libertyville and both its residential and commercial citizens and therefore adopted Ordinance 05-O-77 which amended Section 26-5-2.4.(c) of the Libertyville Zoning Code relating to limitations upon office and financial institution uses on Milwaukee Avenue within the C-1 Downtown Core Commercial District and Section 26-16-8.5 of the Libertyville Zoning Code relating to Village Board authorized variations.

More specifically, the adoption of Ordinance 05-O-77 provided for the following current regulations in the Zoning Code:

Section 26-5-2.4.(c) Limitation Upon Location of Specified Uses:

1) All uses which are denoted by an asterisk in Section 5-2.2 or Section 5-2.3 of this Code shall be prohibited from occupying the front thirty five (35) feet of any first floor space within a building with street frontage on Milwaukee Avenue within the C-1 Downtown Core District. An asterisk placed at the end of any subparagraph of Section 5-2 shall refer to all use classifications identified within that subparagraph and not only to the particular use

classification which is immediately adjacent to the asterisk.

2) No use which is denoted by an asterisk in Section 5-2.2 or Section 5-2.3 or combination of such uses shall be permitted to occupy more than twenty-five percent (25%) of the gross first floor area of a building with street frontage on Milwaukee Avenue within the C-1 Downtown Core District.
3) For purposes of this Section, a building shall be considered to have street frontage on Milwaukee Avenue if the lot upon which such building is located has frontage upon Milwaukee Avenue which is uninterrupted by the presence of a separate building. For purposes of this Section the front thirty-five (35) feet of a building shall be the space measured from the exterior wall of the building nearest to Milwaukee Avenue.
4) Any use denoted by an asterisk in Section 5-2.2 or Section 5-2.3 of this Code which occupies an existing demised tenant or owner occupied space as of the effective date of this Section and which would otherwise be prohibited by the provisions of this Section, may continue pursuant to the provisions of Article 14 of this Code. Change of owners, tenants or business occupants of such demised space shall not affect the continuing right to engage in an Office or Financial Institution use within such demised space. In the event that such use is discontinued for a period of greater than one hundred eighty (180) days, any subsequent use within such demised space must comply with the provisions of Paragraphs 1-3 of this Section.

Current Petition:

The applicant, Brick & Mortar, is seeking variations from the Zoning Code Section 26-5-2.4.(c) in order to be permitted to occupy the commercial tenant space located at 416 N. Milwaukee Avenue which fronts Milwaukee Avenue within the C-1 Downtown Core Commercial District. Brick & Mortar is an establishment that provides full service office space on a flexible membership basis. The Brick & Mortar land use falls under the land use category as Lessors of Nonresidential Buildings (except mini warehouses) and is considered a permitted use in the C-1 District, however is subject to the Use Limitations as outlined in Zoning Code Section 26-5-2.4.(c). as this land use category is denoted with by an asterisk (*). It is the request of Brick & Mortar to take occupancy of the entire ground floor area of the building located at 416 N. Milwaukee Avenue which shall require the aforementioned variations.

The Zoning Board of Appeals recognizes the important value that the applicant can bring to a community by providing office workspace with flexible membership options. However, consideration should be given to locating in a tenant space along one of the side streets in downtown Libertyville. These alternate locations were discussed with the petitioner. The Zoning Board of Appeals finds that the retention of retail and service uses at street level fronting along Milwaukee Avenue within the C-1 Downtown Core Commercial District is of crucial importance and therefore cannot support the petitioner's requested variations.

The Zoning Board of Appeals finds that carrying out of the strict letter of the provisions of the Zoning Code would not create a practical difficulty or particular hardship for the applicants. The requested variations do not satisfy each of the standards listed in Section 16-8.7 of the Zoning Code.

WHEREFORE, the Zoning Board of Appeals of the Village of Libertyville, Lake County, Illinois is recommending to the Village President and the Board of Trustees, that this **APPLICATION FOR A VARIATION TO INCREASE THE MAXIMUM PERMITTED LIMITATION THAT PROHIBITS SPECIFIED LAND USES FROM OCCUPYING THE FRONT THIRTY-FIVE (35') FEET OF ANY FIRST FLOOR SPACE WITHIN A BUILDING WITH STREET FRONTAGE ON MILWAUKEE AVENUE WITHIN THE C-1 DOWNTOWN CORE COMMERCIAL DISTRICT** be **DENIED**.

The vote of the Zoning Board of Appeals recommending **APPROVAL** was 0 - 5, recorded as follows:

AYES: NONE

NAYS: STEFFE, FLORES, PYTER, RANKIN, WHEELER

ABSENT: MOORE, OAKLEY

WHEREFORE, the Zoning Board of Appeals of the Village of Libertyville, Lake County, Illinois is recommending to the Village President and the Board of Trustees, that this **APPLICATION FOR A VARIATION TO INCREASE THE MAXIMUM PERMITTED LIMITATION THAT PROHIBITS SPECIFIED LAND USES FROM OCCUPYING THE FRONT THIRTY-FIVE (35') FEET OF ANY FIRST FLOOR SPACE WITHIN A BUILDING WITH STREET FRONTAGE ON MILWAUKEE AVENUE WITHIN THE C-1 DOWNTOWN CORE COMMERCIAL DISTRICT** be **DENIED**.

The vote of the Zoning Board of Appeals recommending **DENIAL** was 5 - 0, recorded as follows:

AYES: STEFFE, FLORES, PYTER, RANKIN, WHEELER

NAYS: NONE

ABSENT: MOORE, OAKLEY

WHEREFORE, the Zoning Board of Appeals of the Village of Libertyville, Lake County, Illinois is recommending to the Village President and the Board of Trustees, that this **APPLICATION FOR A VARIATION TO INCREASE THE MAXIMUM PERMITTED LIMITATION THAT PROHIBITS SPECIFIED LAND USES TO OCCUPY MORE THAN TWENTY-FIVE (25%) PERCENT OF THE GROSS FIRST FLOOR AREA OF A BUILDING WITH STREET FRONTAGE ON MILWAUKEE AVENUE WITHIN THE C-1 DOWNTOWN CORE COMMERCIAL DISTRICT** be **DENIED**.

The vote of the Zoning Board of Appeals recommending **APPROVAL** was 0 - 5, recorded as follows:

AYES: NONE

NAYS: STEFFE, FLORES, PYTER, RANKIN, WHEELER

ABSENT: MOORE, OAKLEY

WHEREFORE, the Zoning Board of Appeals of the Village of Libertyville, Lake County, Illinois is recommending to the Village President and the Board of Trustees, that this **APPLICATION FOR A VARIATION TO INCREASE THE MAXIMUM PERMITTED LIMITATION THAT PROHIBITS SPECIFIED LAND USES TO OCCUPY MORE THAN TWENTY-FIVE (25%) PERCENT OF THE GROSS FIRST FLOOR AREA OF A BUILDING WITH STREET FRONTAGE ON MILWAUKEE AVENUE WITHIN THE C-1 DOWNTOWN CORE COMMERCIAL DISTRICT** be **DENIED**.

The vote of the Zoning Board of Appeals recommending **DENIAL** was 5 - 0, recorded as follows:

AYES: STEFFE, FLORES, PYTER, RANKIN, WHEELER

NAYS: NONE

ABSENT: MOORE, OAKLEY

Respectfully Submitted, March 15, 2022.

_____

Temporary Chair, Zoning Board of Appeals

_____

Secretary, Zoning Board of Appeals

EXHIBIT A

Legal Description of the Property

Parcel 1:
That Part of Lot 14 in School Trustees Subdivision of Section 16, Township 44 North, Range 11, East of the Third Principal Meridian, Described as Follows: Commencing at the southwest Corner of Lot 26 in Said School Trustees Subdivision; Thence South 84 Degrees East Along the South Line of Said Lot 26, 266.58 Feet; Thence South 1 1/2 Degrees East 66 Feet; Thence North 84 Degrees West 266.58 Feet to the enter Line of Milwaukee Avenue; Thence North 8 1/2 Degrees West 66 Feet to the Point of Beginning (Excepting therefrom That Part There Described as Follows: Beginning at the Northwest Corner of Lot 1 in Henry S. Hurlbutt's Subdivision; thence North 8 Degrees East, 56.58 Feet to the North Line of Said Henry S. Hurlbutts Subdivision; Thence North 84 Degrees 01 Minute 35 Seconds West (on Said North Line) 146.83 Feet to the Point of Beginning), in Lake County, Illinois.

Parcel 2:
That Part of Lot 26 in School Trustees Subdivision of Section 16, Township 44 North, Range 11, East of the Third Principal Meridian, Described as Follows: Commencing at the Southwest corner of Said Lot 26; Thence South 84 Degrees East Along the Southerly Line Thereof, 240.2 Feet to the Southwest corner of Premises conveyed by Deed Recorded August 8, 1922 as Document 214695 in Book 250 of Deeds, Page 196; Thence Northerly Along the Westerly Line of Said Premises Conveyed by Document 214695, 27.2 feet; Thence Northwesterly 134 Feet, More of Less, to the Southeasterly Corner of a 2 Story Brick Building known as the "Knight Building" as it Existed on August 20, 1947; Thence Southwesterly Along the Southerly Line of Said Building and Said Line Extended, 111.5 Feet, More or Less, to the West Line of Said Lot 26 and Thence Southerly 7.7 Feet, More or Less, to the Point of Beginning, in Lake County, Illinois.

Parcel 3:
That Part of Lot 26 in School Trustees Subdivision of Section 16, Township 44 North, Range 11, East of the Third Principal Meridian, Described as Follows: Commencing at the Southwest Corner of Said Lot 26; Thence Northerly 7.7 Feet, More or Less, Along the West Line of Said Lot 26 to the Point of Intersection of Said West Line of Lot 26 with the Southerly Line Extended Westerly of the 2 Story Brick Building Known as the "Knight Building" as it Existed on August 20, 1947; Thence Easterly Along Said Southerly Line and Said Southerly Line Extended a Distance of 111.5 Feet, More or Less, to the Southeasterly Corner of Said Building, and the Point of Beginning; Thence continuing Along Said Southerly Line Extended Easterly to the Intersection of the Westerly Line of the Easement Granted in Deed Recorded as Document 634412; Thence Southerly Along Said Westerly Line of Said Easement 25.9 Feet to the Northwesterly Line of Premises Conveyed by Deed Recorded as Document 634412; and thence Northwesterly Along the Northerly Line of Premises Conveyed by Deed Recorded as Document 634412 to the Point of Beginning, in Lake County, Illinois.

Parcel 4:
The Easterly 20 feet of Lot 7 and All of Lot 8 in Henry S. Hurlbutt's Subdivision of Lot 14 in School Trustees Subdivision of Section 16, Township 44 North Range 11, East of the third Principal

Meridian, According the Plat Thereof Recorded January 7, 1905 as Document 97915 in Book "G" of Plats, Page 6 in Lake County Illinois.

EXCERPTS FROM ZONING BOARD OF APPEALS MEETING MINUTES

Draft February 28, 2022, Zoning Board of Appeals Meeting Minutes

ZBA 22-01 Andrew Nast and Adam Clabaugh, Applicants
416 N. Milwaukee Avenue

Request is for a variation to increase the maximum permitted limitation that prohibits specified land uses from occupying the front thirty-five (35') feet of any first floor space within a building with street frontage on Milwaukee Avenue within the C-1 Downtown Core Commercial District.

ZBA 22-02 Andrew Nast and Adam Clabaugh, Applicants
416 N. Milwaukee Avenue

Request is for a variation to increase the maximum permitted limitation that prohibits specified land uses to occupy more than twenty-five (25%) percent of the gross first floor area of a building with street frontage on Milwaukee Avenue within the C-1 Downtown Core Commercial District.

Mr. John Spoden, Director of Community Development, stated that the petitioner is requesting two variations for the property located at 416 N. Milwaukee Avenue owned by Mark Khayat and formerly occupied by Indian Motorcycle. Mr. Spoden stated that in 1995, the Village adopted an ordinance that limited the amount of office uses in the C-1 Downtown Core Commercial District to not exceed 10% of the properties that fronted Milwaukee Avenue in the downtown. He stated that the intent of that regulation was to encourage more pedestrian traffic in the downtown area. He stated that over time the Village realized that the 10% rule became difficult to enforce. He stated that in 2004, Village Staff worked with the Economic Development Commission and MainStreet Libertyville to revise the Zoning Code to address this issue. He stated that they added financial institutions to the limitation and they added additional restrictions to office uses and financial institution uses from occupying the front 35 feet of the ground floor area in buildings with frontage along Milwaukee Avenue in the C-1 District and limited any office use and financial institution use from occupying more than 25% of the ground floor area in buildings with frontage along Milwaukee Avenue in the C-1 District. He stated that these changes to the Zoning Code also included making these regulations variable.

Mr. Spoden stated that the petitioners tonight are seeking variations from both the 35 foot rule and the 25% rule in order to occupy the entire ground floor area of the building located at 416 N. Milwaukee Avenue.

Ms. Brooke Lenneman, Village Attorney, stated that the requested variations are subject to the Standards for Variation as provided in the Zoning Code.

Mr. Andrew Nast, applicant, 1230 Elm Street, Park Ridge, IL., presented the requested variations. Mr. Nast stated that their first Brick and Mortar location is in Park Ridge. Mr. Nast presented Brick and Mortar web site screen images of the Park Ridge location and did a virtual work through that

facility. Mr. Nast described the meaning of the co-working space as facilitated by Brick and Mortar. He stated that the Brick and Mortar Park Ridge location is located in the oldest building in Park Ridge which was constructed in 1865. He stated that they began opening Brick and Mortar co-working facilities since 2014 including in downtown Chicago.

Mr. Nast stated that they have background in real estate, construction, technology and market research. He stated that they are also looking to expand in downtown Deerfield, downtown LaGrange, and downtown Glen Ellen. He stated that they were required to go through similar zoning approval processes.

Mr. Nast stated that as a member your phone becomes your key card when entering a Brick and Mortar facility. He stated that the entrance door is locked 24/7 with video surveillance for security. He stated that members can use the facility as their business address. Mr. Nast continued to describe the co-working space via virtual walk-through tour on their website. He stated that the space includes conference rooms with Apple TV, lounge area, wi-fi, hot coffee, printing, filtered water, desk seating, café style seating, etc. He stated that the conference room space can be booked from an hourly up to a daily basis. He stated that they also provide a sound proof phone booth within the facility. He stated that the facility also comes with a community kitchen. He stated that they are 100% occupied with a waiting list.

Mr. Nast stated that the reason they desire to be located in the heart of the downtown is the walkability factor. He stated that Brick and Mortar members take advantage of the downtown amenities such as the neighboring restaurants. He stated that Brick and Mortar members want a location that is impressive and a place for members to bring their guests to a location that is captivating with the downtown appeal. He stated that the 416 N. Milwaukee Avenue location comes with 35 parking spaces and this can meet the needs of the Brick and Mortar members. He stated that their goal is to become a fixture of the Libertyville community.

Mr. Nast stated that most communities want to protect their downtown commercial spaces for restaurants and retail uses. He stated that during the pre-Covid era the restaurant and retail businesses in downtowns was an understood and practical policy but now the trend is changing and operations like Brick and Mortar are filling a gap as restaurants are going out of business. He stated that employees like the hybrid model that Brick and Mortar offers which is to be able to work both at home and in an office environment as needed.

Mr. Nast stated that the larger commercial spaces are better suited for the co-working space operations and less so for restaurants in suburban downtowns. He stated that people who reside within a 25 minute radius of a Brick and Mortar facility are those that patronize the downtown area. He stated that these people who utilize the Brick and Mortar facility will get coffee, get lunch, or go to local establishments for happy hour, etc. He stated that they have business meetings, and fly in people for meetings who then stay at the local hotels. He stated that this economic activity revolves around Brick and Mortar. He stated that Brick and Mortar has partnered with local restaurants for events.

Mr. Nast stated that the expected 30 to 50 people that Brick and Mortar in Libertyville would bring in daily would utilize the other downtown businesses, services and amenities.

Mr. Nast read a letter from Mark Loeb who owns the neighboring 412 N. Milwaukee Avenue building. The letter states that Mr. Loeb supports the variation requests by Brick and Mortar and that

they would be an asset for the entire village. Mr. Nast stated that Brick and Mortar will become a vibrant use for the 416 N. Milwaukee Avenue building and downtown Libertyville.

Mr. Dan Timm, 15555 West Timber Lane, Libertyville, stated he served as Executive Director of MainStreet Libertyville from 1992 to 1997. He stated that he was involved in the drafting of the Zoning Code ordinance that was intended to protect the retail uses in the downtown. He stated that he likes the Brick and Mortar concept, but does not support the variations being requested. He stated that the ordinance was put in place in order to protect the downtown retail street wall in downtown Libertyville. He stated that the prior 10% rule was established to protect the retail land uses for the long term and to make downtown Libertyville a destination location. He stated that at the time of the drafting of the ordinance there were a substantial number of banks in the downtown. He stated that by inserting a land use like Brick and Mortar in the downtown on Milwaukee Avenue it interrupts the retail street wall and would have an impact on the pedestrian traffic. Mr. Timm stated that the applicants could give consideration to reserving the front 35 feet of the space for retail or give consideration to seeking occupancy in St. Lawrence church located on Church Street and is currently for sale. He stated that Libertyville's downtown is very lineal. He stated that Lake Forest has struggled with their retail land uses because their downtown is full of banks, accounting firms, and other office types of land uses on the first floor.

Mr. Nast stated that he would agree with Mr. Timm that if this space was solely an attorney's office or solely a doctor's office then it would not be complementary in nature to the downtown, but the difference with Brick and Mortar is an all-encompassing model that it can be widely utilized by the community.

Mr. Timm stated that he supports the concept without sacrificing the Milwaukee Avenue retail frontage.

Ms. Erin Murphy, 418 Prairie Lane, Libertyville, stated that she owns the Black Cat Yoga around the corner from Milwaukee Avenue in the downtown and she also owns the building at 117 E. Cook Avenue. She stated that she is also a private wealth banker. She stated that she perceives the proposal by Brick and Mortar from various perspectives. She stated that as a resident business owner and a corporate professional she sees the Brick and Mortar concept as a viable amenity in the downtown partially because the land use would not be a static office space. She stated that the Brick and Mortar business model offers flexibility that a regular commercial office use would not. She stated that the members of Brick and Mortar would make use of the space and then go to the other downtown shops and spend money and keep younger people attracted to Libertyville. She stated that it is important to remain mindful of the past but embrace the needs of the present and future trends. She stated that 416 N. Milwaukee is a space that will be hard to fill. She stated that the Brick and Mortar will fill the needs of the community and look attractive. She stated that the prior tenant, the Indian Motorcycle dealership, did not look very attractive at that location. She stated that she is supportive of the Brick and Mortar variation requests. She suggested that the proposed floor plan could be tweaked in order to make the front office area to be more of a lounge area design. She stated that this could be a positive decision for Libertyville.

Ms. Jennifer Johnson, Executive Director of Mainstreet Libertyville, 158 E. Cook Avenue, Libertyville, stated that Mainstreet Libertyville has worked for more than 30 years to preserve and

protect the downtown. She stated that their efforts helped to craft a Zoning Code that has fostered and maintained a pedestrian friendly retail, dining, and entertainment center in the C-1 Commercial District in the Village of Libertyville. She stated that only certain uses are allowed in the front 35 feet of the first floor space of those buildings in the C-1 District that have frontage along Milwaukee Avenue. She stated that office uses are permitted to occupy no more than 25% of the ground floor area in those buildings that are located in the C-1 District that front Milwaukee Avenue. She stated that these two provisions are what keep the Libertyville downtown vital and encourages the infill of retail and restaurant uses in the downtown. She stated that this mix of land uses creates an environment that engages the Libertyville visitor to move up and down the block and explore the entire downtown area. She stated that first floor office uses erodes the downtown vibrancy when people cannot interact with that space. She stated that by approving the two variation requests will set a precedent that will open the door for other applications for other office uses that will forever change the dynamic of the charming Libertyville downtown. She stated that a great disservice would be inflicted upon the existing businesses currently in the downtown who follow the existing Zoning Code requirements especially after the last two years they have endured during the pandemic. She stated that last year 12 new businesses opened in downtown Libertyville and 13 celebrated significant anniversaries. She stated that Mainstreet Libertyville was awarded the Great American Mainstreet Award in 1997 and for the past 25 years has served as a model for other communities nationwide. She stated that the Libertyville downtown thrives because of the Zoning Code provisions that are currently in place. She stated that Mainstreet Libertyville urges the Zoning Board of Appeals to deny the requested variations.

Mr. Nast stated that from their past observations of vacant buildings that there is only a 12% chance of a retail land use taking occupancy. He stated that the 416 N. Milwaukee Avenue space may be too large of a space for a restaurant which may be another reason why this space has been vacant for the time period that it has. He stated that if this space was enticing for either the retail or restaurant sector it would have been occupied by now. Mr. Nast stated that Brick and Mortar would become a meaningful part of Libertyville's downtown. He stated that Brick and Mortar is a destination place and members will appreciate the downtown in Libertyville. He stated that the Brick and Mortar members will be excited to work in the downtown and will want to show off the downtown to their business meeting guests. He stated that Brick and Mortar would become a complimentary member of an already inviting Libertyville downtown.

Ms. Michele Conners and Mr. Harrison Conners, 1032 Fairlawn Avenue, Libertyville. Ms. Conners stated that they just moved to Libertyville from Chicago about six months ago. She stated that the company she works for purchased a Brick and Mortar membership for the Park Ridge location about 1.5 years ago. She stated that both she and her husband work from home and have been looking for a downtown location such as a coffee shop to work from as well. She stated that coffee shops fill up quickly and become loud which is not conducive to completing their work. She stated that she has used the Brick and Mortar membership for the Park Ridge location. She stated that she goes to Park Ridge from Libertyville about 2 or 3 days per week. She stated that while she is in Park Ridge she will go to lunch in their downtown. She stated that she has had meetings with clients at the Park Ridge Brick and Mortar location.

Ms. Conners stated that Libertyville's downtown is one of the reasons why they were drawn to reside in the Village. She stated that it is easy to walk around in the downtown, and there are a lot of

restaurants and boutiques to enjoy in the Libertyville downtown. She stated that the Brick and Mortar in Park Ridge has become part of the community by hosting events and drawing the community together. She stated that because the Brick and Mortar is located on the main street in Park Ridge it tends to draw a lot of people into that area.
Ms. Conners stated that this will be their first time to enjoy Libertyville's First Friday event and she can envision Brick and Mortar being involved in an event like that. She stated that she would love it if Brick and Mortar would open an office here in Libertyville.

Mr. Harrison Conners stated that he has worked remotely for a significant amount of time. He stated that he needs a quiet place to work. He stated that the Park Ridge Brick and Mortar location has a striking appearance and provides a great opportunity to network as well.

Mr. Elliot Khayat, 36575 North Fox Hill Drive, Wadsworth, IL., stated that as a local restaurant owner that the Covid pandemic has created a lot of stress on the industry not just in terms of sales, but also in terms of staffing and supplies. He stated that also as a listing broker for the 416 N. Milwaukee Avenue space that they have had no interest from a retailer for this space.

Commissioner Pyter stated that his wife was chair of the Mainstreet Libertyville Board and that he later served on the board as well. He stated that the downtown was dying in the early 1990's. He stated that through the collaboration between the Village and Mainstreet Libertyville, it gradually and successfully became what it is now. He stated that he does not support changing the regulations. He stated that the Comprehensive Plan was updated a year ago and it supports a retail-restaurant mix that Libertyville has now in the downtown. He stated that Libertyville has businesses other than restaurants and bars that benefit from downtown pedestrians walking by and taking advantage of their merchandise and services. He stated that the Harris bank building has a negative impact on the pedestrian traffic in the downtown. He stated that he supports the concept by Brick and Mortar, but does not want it to front Milwaukee Avenue in the C-1 District.

Commissioner Rankin stated that he echo's Commissioner Pyter's comments. He stated that the Brick and Mortar concept is a good one, but does not agree that it should be on Milwaukee Avenue.

Commissioner Flores stated that she likes the Brick and Mortar concept, but it should not be located on Milwaukee Avenue. She stated that there is an agreement that O'Toole's of Libertyville uses most of the 35 parking spaces behind the building. She stated that she does not want to change what is currently working for the downtown and does not support the variation requests.

Commissioner Wheeler asked what the proposed seat count is for Brick and Mortar and how do they account for the needed parking for this proposal.

Mr. Nast stated that the Park Ridge Brick and Mortar location is half the size of the 416 N. Milwaukee Avenue tenant space and the Park Ridge site uses half of the number of parking spaces that the 416 N. Milwaukee Avenue sites provides. He stated that this provides a gauge in determining that there will be enough parking at the Libertyville location. He stated that the proposed number of seats in the Libertyville location will be 60, but that this can be flexible. He stated that members might use a work station space on average between 2 to 4 hours. He stated that the primary usage would take place during business hours and that O'Toole's primary usage would

take place in the evening so the operations of both facilities can more easily share the 35 parking spaces.

Commissioner Wheeler asked when the peak demand would be for this facility and how did they forecast the data.

Mr. Nast stated that the peak number of people would range between 30 to 40 people. He stated that their data is based upon market research.

Commissioner Wheeler stated that the Brick and Mortar business model would still fall under an office land use category.

Mr. Nast stated the business model is not intended to accommodate long term leases to members. He stated that the Brick and Mortar membership model is more similar to a gym membership

Commissioner Wheeler stated that he shares the same concerns as the other board members of the Zoning Board of Appeals, but does believe Brick and Mortar to be a great concept.

Temporary Chairman Steffe stated that Brick and Mortar is a great concept. He asked the petitioner if they had looked at other locations.

Mr. Nast stated that they have looked at other locations, but the 416 N. Milwaukee Avenue is their preference. He stated that the pedestrian traffic walking by the store front will be intrigued as they look in the store front window.

Temporary Chairman Steffe asked the petitioner what they would like for the Zoning Board of Appeals to do regarding the variation requests.

Mr. Nast stated that they are ready for the Zoning Board of Appeals to vote and make a recommendation to the Village Board.

In the matter of ZBA 22-01, Board Member Flores moved, seconded by Board Member Wheeler, to recommend the Village Board of Trustees approve a variation to increase the maximum permitted limitation that prohibits specified land uses from occupying the front thirty-five (35') feet of any first floor space within a building with street frontage on Milwaukee Avenue within the C-1 Downtown Core Commercial District, in accordance with the plans submitted.

Motion failed 0 - 5.

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

In the matter of ZBA 22-01, Board Member Flores moved, seconded by Board Member Wheeler, to recommend the Village Board of Trustees deny a variation to increase the maximum permitted limitation that prohibits specified land uses from occupying the front thirty-five (35') feet of any first

floor space within a building with street frontage on Milwaukee Avenue within the C-1 Downtown Core Commercial District, in accordance with the plans submitted.

Motion carried 5 - 0.

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

In the matter of ZBA 22-02, Board Member Pyter moved, seconded by Board Member Rankin, to recommend the Village Board of Trustees approve a variation to increase the maximum permitted limitation that prohibits specified land uses to occupy more than twenty-five (25%) percent of the gross first floor area of a building with street frontage on Milwaukee Avenue within the C-1 Downtown Core Commercial District, in accordance with the plans submitted.

Motion failed 0 - 5.

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

In the matter of ZBA 22-02, Board Member Wheeler moved, seconded by Board Member Rankin, to recommend the Village Board of Trustees deny a variation to increase the maximum permitted limitation that prohibits specified land uses to occupy more than twenty-five (25%) percent of the gross first floor area of a building with street frontage on Milwaukee Avenue within the C-1 Downtown Core Commercial District, in accordance with the plans submitted.

Motion carried 5 - 0.

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

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 05-O- 77

AN ORDINANCE AMENDING SECTION 5-2.4.c.
OF THE LIBERTYVILLE ZONING CODE
RELATING TO LIMITATIONS UPON OFFICE AND FINANCIAL
INSTITUTION USES ON MILWAUKEE AVENUE
WITHIN THE C-1 DOWNTOWN CORE COMMERCIAL DISTRICT
AND SECTION 16-8.5 OF THE LIBERTYVILLE ZONING CODE
RELATING TO AUTHORIZED VARIATIONS - BOARD OF TRUSTEES

Adopted by the
President and Board of Trustees
of
the Village of Libertyville
Lake County, Illinois
this 27th day of September, 2005

Published in pamphlet form by direction
and authority of the Village of Libertyville
Lake County, Illinois
this 28th day of September, 2005

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 05-O-77

AN ORDINANCE AMENDING SECTION 5-2.4.c.
OF THE LIBERTYVILLE ZONING CODE
RELATING TO LIMITATIONS UPON OFFICE AND FINANCIAL
INSTITUTION USES ON MILWAUKEE AVENUE
WITHIN THE C-1 DOWNTOWN CORE COMMERCIAL DISTRICT
AND SECTION 16-8.5 OF THE LIBERTYVILLE ZONING CODE
RELATING TO AUTHORIZED VARIATIONS - BOARD OF TRUSTEES

WHEREAS, the President and Board of Trustees of the Village of Libertyville have determined that the retention of retail uses at street level along Milwaukee Avenue (Route 21) within the C-1 Downtown Core Commercial Zoning District is of crucial importance to the vitality and viability of that district and the continued prosperity of the Village of Libertyville and both its residential and commercial citizens; and

WHEREAS, the President and Board of Trustees find that the provisions of Section 5-2.4.c. of the Libertyville Zoning Code no longer adequately addresses the needs of the Village and its citizens in maintaining retail uses at street level along Milwaukee Avenue in the C-1 Downtown Core Commercial District; and

WHEREAS, the Village of Libertyville, as applicant, has sought certain amendments to Section 5-2.4.c. and Section 16-8.5 of the Libertyville Zoning to address the deficiencies in the existing provisions of said Sections; and

WHEREAS, the Plan Commission of the Village of Libertyville, pursuant to notice duly published on April 10, 2004, in the *Daily Herald*, held a public hearing on April 26, 2004, at 7:05 p.m., at the Village Hall, 118 West Cook Avenue, Libertyville, Illinois for the purpose of hearing and considering testimony regarding the requested zoning relief; and

WHEREAS, on April 26, 2004, the Plan Commission, having fully heard and considered the testimony of all those present at the public hearing who wished to testify, made findings of fact as required by law and recommended to the President and Board of Trustees of the Village of Libertyville that the proposed text amendment be approved, all as is more specifically set forth in that certain Report of the Plan Commission on Case No. PC 04-11, dated as of May 19, 2004; and

WHEREAS, the President and Board of Trustees of the Village of Libertyville have considered the findings and recommendations of the Plan Commission and are fully advised in the premises.

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

SECTION ONE: Recitals. The foregoing recitals are hereby incorporated herein as if fully set forth.

SECTION TWO: Determination as to Findings. The Village Board finds the following:

a. *The consistency of the proposed amendment with the purposes of this Code.* The proposed text amendment and its intent to promote a pedestrian friendly downtown and to increase the availability of retail and restaurant space, while recognizing the need for limited office and financial institutions to occupy within the downtown is consistent with the purposes of Zoning Code Section 5-2, C-1 Downtown Core Commercial District, as a district intended to provide for its continued vitality through a unified district approach that will accommodate a variety of uses compatible in size and type with the existing small town character of the area.

b. *The existing uses and zoning classifications of properties in the vicinity of the subject property.* The existing uses in the vicinity of the subject C-1 zoning district presently provide a wide mix of uses, an appropriate balance of which are worthy of preservation by the proposed text amendment.

c. *The trend of development in the vicinity of the subject property, including changes, if any, in such trend since the subject property was placed in its present zoning classification.* The trend of development within the vicinity of the C-1 zoning district, including changes, has

included a disproportionate number of financial institution applications and first floor office uses to occupy buildings and tenant spaces within buildings. Such trend has merited analysis and the proposed text amendment.

d. *The extent to which the value of the subject property is diminished by its present zoning classification.* The proposed text amendment will address the extent to which the value of the C-1 zoning district is diminished by its present zoning regulation regarding those uses including financial institutions and office classification provide fewer opportunities for retail pedestrian patronage.

e. *The extent to which such diminution in value is offset by an increase in the public health, safety and welfare.* There shall be an offset consequence to any perceived diminution in value triggered by the proposed regulation of financial institution and office uses and promulgate an increase in the public health, safety and welfare in the C-1 zoning district.

f. *The extent, if any, to which the use and enjoyment of adjacent properties would be adversely affected by the proposed amendment.* There shall be an increase in the use and enjoyment of adjacent properties and zoning districts to the C-1 zoning district by the proposed amendment as there will be an anticipated increase in pedestrian traffic that will spill over onto the adjacent commercial and institutional zoning districts and further support the social and economic activity of these surrounding zoning districts of the downtown.

g. *The extent, if any, to which the value of adjacent properties would be adversely affected by the proposed amendment.* There shall be minimal adverse affect to the value of adjacent zoning districts by the proposed amendment as it potentially will influence an increase of office and financial uses to occupy adjacent zoning districts such as the C-2 district. Office and Financial uses in the adjacent C-2 would promote pedestrian traffic in and around the immediate environment.

h. *The extent, if any, to which the future orderly development of adjacent properties would be adversely affected by the proposed amendment.* The proposed amendment for the C-1 district will promote the future orderly development of properties within the C-1 zoning district and adjacent districts as the intent is to maintain a balance of an appropriate mix of land uses.

i. *The suitability of the subject property for uses permitted or specially permitted under its zoning classification.* The C-1 district shall be suitable for uses permitted or specially permitted under its zoning classification while the proposed text amendment recognizes the value of allowing, with certain limitations, financial institutional and office uses.

j. *The availability of adequate ingress to and egress from the subject property and the extent to which traffic conditions in the immediate vicinity of the subject property would be affected by the proposed amendment.* The proposed text amendment does not address the standard of adequate ingress to and egress from any one particular property. However, to the extent to which traffic conditions in the immediate vicinity of the C-1 zoning district would be

affected by the proposed amendment, the emphasis of the proposal shall be more conducive to pedestrian traffic promulgation in the downtown vicinity. The limitation of office uses in the C-1 zoning district, and the promotion of office uses in the adjacent C-2 district shall, in theory, circumvent an increase of a downtown office use parking demand.

k. *The availability of adequate utilities and essential public services to the subject property to accommodate the uses permitted or specially permitted under its present and proposed zoning classification.* The proposed text amendment will not affect the standard of the availability of adequate utilities and essential public services to the subject property to accommodate the uses permitted or specially permitted under its present and proposed zoning classification.

l. *The length of time, if any, that the subject property has been vacant, considered in the context of the pace of development in the vicinity of the subject property.* The proposed text amendment is not applicable and does not address the standard of the length of time, if any, that the subject property has been vacant, considered in the context of the pace of development in the vicinity of the subject property.

m. *The community need for the proposed amendment and for the uses and development it would allow.* The proposed text amendment would serve the community's need for the uses and development it would allow. The proposed text amendment and its intent is to promote a pedestrian friendly downtown and to increase the availability of retail and restaurant space.

SECTION THREE: Repeal of Current Text of Section 5-2.4.c. The text of Article 5 Section 5-4-2.c. of the Libertyville Zoning Code is hereby repealed, in its entirety.

SECTION FOUR: Amendment of Section 5-2.4.c. Article 5, Section 5-2.4.c. of the Libertyville Zoning Code shall be, and it hereby is, amended pursuant to Section 16-14 of the Libertyville Zoning Code to read as follows:

5-2.4 **Use Limitations.**

c. Office and Financial Institution Uses:

1) Office uses and financial institution uses shall be prohibited from occupying the front thirty-five feet (35') of any first floor space within a building with street frontage on Milwaukee Avenue within the C-1 Downtown Core Commercial District.
2) No office use or financial institution use or combination of such uses shall be permitted to occupy more than twenty-five percent (25%) of the gross first floor area of a building with street frontage on Milwaukee Avenue within the C-1 Downtown Core Commercial District.

3) For purposes of this Section, a building shall be considered to have street frontage on Milwaukee Avenue if the lot upon which such building is located has frontage upon Milwaukee Avenue which is uninterrupted by the presence of a separate building. For purposes of this Section, the front thirty-five feet (35') of a building shall be the space measured from the exterior wall of the building nearest to Milwaukee Avenue.

4) Any office use or financial institution use which occupies an existing demised tenant or owner occupied space as of the effective date of this Section and which would otherwise be prohibited by the provisions of this Section, may continue pursuant to the provisions of Article 14 of this Code. Change of owners, tenants or business occupants of such demised space shall not affect the continuing right to engage in an office or financial institution use within such demised space. In the event that such an office or financial institution use within a demised spaced is discontinued for a period of greater than 180 days, any subsequent use within such demised space must comply with the provisions of paragraphs 1-3 of this Section.

SECTION FIVE: Amendment of Article 16. Article 16-8.5, entitled "Authorized Variations - Board of Trustees" of the Libertyville Zoning Code shall be, and it hereby is, amended pursuant to Section 16-14 of the Libertyville Zoning Code to read as follows:

16-8.5 **Authorized Variations - Board of Trustees.**

a. Permitted Variations.

23) To vary, without limit, the thirty-five foot (35') restriction imposed by Section 5-2.4.c.1. of this Code upon the location of Office and Financial Institution Uses.

23) To vary, without limit, the twenty-five percent (25%) limitation upon Office and Financial Institution Uses imposed by Section 5-2.4.c.2. of this Code.

SECTION SIX: Effective Date. This ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

PASSED this 27th day of September, 2005.

AYES: LARSON, GIZA, WESTERMAN, LUKENS, PERON, WEBER

NAYS: None

ABSENT: None

APPROVED this 28th day of September, 2005.

Jeffrey A. Harger, Village President

ATTEST:

Sally Kowal, Village Clerk

Agenda Item No. 9

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: March 22, 2022

Agenda Item: Consideration of a Resolution to Approve a Joint Bid Contract Renewal with Globe Construction, Inc. for the Annual Sidewalk Replacement Program

Staff Recommendation: Approve Resolution

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

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Background: Competitive bids were received and publicly opened on March 9, 2021 for the McHenry County Municipal Partnering Initiative (MPI) Sidewalk Replacement Program joint purchasing program. Globe Construction, Inc. was determined to be the lowest responsive bidder. The Village Board of Trustees awarded the contract to Globe Construction on April 13, 2021 for an amount not to exceed $105,000.00 with the passage of Resolution 21-R-47. The contract was bid with the option to renew the contract for an additional two years (Year 2 and Year 3). The table below shows the bid results for Year 2 of the contract.

Contractor	Sidewalk R&R Unit Price (SF)	ADA Panels (Each)
Globe Construction, Inc.	$7.80	$185.00
Schroeder & Schroeder, Inc.	$10.50	$315.00
Strada Construction	$11.50	$325.00
Chadwick Construction	$12.85	$310.00
Copenhaver Construction, Inc.	$13.00	$550.00
Alliance Contractors, Inc.	$15.75	$400.00

The Fiscal Year 2022/23 Annual Budget has $200,000 allocated in the Project Fund (Account #40-0000-0-784) for sidewalk removal and replacements. Staff recommends approval of Globe Construction's unit prices shown in the attached bid tabulation in a not-to-exceed amount of $160,000. The remaining $40,000 will be allocated to sidewalk hydraulic lifting (i.e. mud-jacking) in order to correct trip hazards. Globe Construction, Inc. has successfully completed the Joint-Bid Program for the last few years.

Staff recommends adoption of the attached resolution to approve the contract renewal with Globe Construction, Inc. in the not-to-exceed amount of $160,000 for the Annual Sidewalk Replacement Program and authorize execution of the contract renewal by the Village Administrator, subject to the appropriation of funds in the FY 2022/23 Annual Budget.

RESOLUTION NO. 22-R-XX

A RESOLUTION TO APPROVE A CONTRACT RENEWAL TO GLOBE CONSTRUCTION, INC. FOR THE ANNUAL SIDEWALK REPLACEMENT PROGRAM

WHEREAS, the Village of Libertyville's Fiscal Year 2022/23 Annual Budget has $200,000 allocated in the Project Fund (Account #40-0000-0-784) for sidewalk removal and replacements ; and

WHEREAS, a joint bid through the McHenry County Municipal Partnering Initiative (MPI) was held on March 9, 2021 and Globe Construction, Inc. was determined to be the lowest responsive bidder; and Globe was awarded the contract (not-to-exceed $105,000.00) on April 13, 2021 with the passage of Resolution 21-R-47. The contract was bid with the option to renew the contract for an additional two years (Year 2 and Year 3); and

WHEREAS, Staff recommends approval of the contract renewal (Year 2) with Globe Construction, Inc. in the not-to-exceed amount of $160,000.

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 contract renewal with Globe Construction, Inc. for the Annual Sidewalk Replacement Program in the not to exceed

amount of $160,000, subject to the appropriation of the necessary funds in the F/Y 2022/23 Annual Budget.

Section 3: The Village of Libertyville Board of Trustees authorizes the Village Administrator to execute the contract renewal with Globe Construction, Inc. for the Annual Sidewalk Replacement Program.

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

PASSED this _____day of _____, 2022.

AYES:

NAYS:

ABSENT:

APPROVED this _____day of _____, 2022.

_____
Donna Johnson, Village President

ATTEST:

_____
Luke Stowe, Village Clerk

Globe Construction, Inc.

February 7, 2022

Village of Libertyville
118W Cook Ave
Libertyville, IL 60048

To Whom It May Concern:

As the 2022 Concrete Construction season approaches, our company, Globe Construction, Inc. is beginning to plan our limited work schedule. Per the term stated in our contract with the Village of Libertyville in 2021, we would like to honor the opportunity to extend your contract to 2022 if you so choose.

If you are interested, please email us @ Globeconstructioninc@gmail.com or you can call our office at (630) 620-0313 so we can plan our schedule accordingly.

Best Regards,

Peter Martire
Globe Construction, Inc

1781 Armitage Court, Addison, IL 60101 • Phone (630) 620-0313 • Fax (630) 620-0205

BID TABULATION: 2021 MPI SIDEWALK AND CURB PROGRAM JOINT BID

MCHENRY COUNTY

Bid Opening: 11:00 am, March 9, 2021

BASE BID

BIDDER			ALLIANCE CONTRACTORS, INC.		SCHROEDER & SCHROEDER, INC		STRADA CONSTRUCTION	
Units	**Unit of Measure**	**Estimated Quantity**	**Unit Cost**	**Extended Cost**	**Unit Price**	**Total**	**Unit Cost**	**Extended Cost**
PCC Curb & Gutter Replacement	LIN. FT	380	$100.00	$38,000.00	$30.00	$11,400.00	$45.00	$17,100.00
PCC Sidealk Removal & Replacement, 4"	SQ. FT	17,640	$15.50	$273,420.00	$10.00	$176,400.00	$10.95	$193,158.00
PCC Sidewalk Removal & Replacement, 6"	SQ. FT	1,982	$16.00	$31,712.00	$10.25	$20,315.50	$10.95	$21,702.90
ADA Panels	EACH	15	$350.00	$5,250.00	$300.00	$4,500.00	$300.00	$4,500.00
TOTAL BID AMOUNT, AS CALCULATED			**$348,382.00**		**$212,615.50**		**$236,460.90**	
TOTAL BID AMOUNT, AS READ			*$348,382.00*		*$212,615.00*		*$236,460.90*	

BIDDER			COPENHAVER CONSTRUCTION, INC.		CHADWICK CONTRACTING		GLOBE CONSTRUCTION*	
Units	**Unit of Measure**	**Estimated Quantity**	**Unit Price**	**Total**	**Unit Cost**	**Extended Cost**	**Unit Price**	**Total**
PCC Curb & Gutter Replacement	LIN. FT	380	$41.00	$15,580.00	$64.00	$24,320.00	$30.00	$11,400.00
PCC Sidealk Removal & Replacement, 4"	SQ. FT	17,640	$12.00	$211,680.00	$12.60	$222,264.00	$7.30	$128,772.00
PCC Sidewalk Removal & Replacement, 6"	SQ. FT	1,982	$13.00	$25,766.00	$18.50	$36,667.00	$7.45	$14,765.90
ADA Panels	EACH	15	$500.00	$7,500.00	$300.00	$4,500.00	$155.00	$2,325.00
TOTAL BID AMOUNT, AS CALCULATED			**$260,526.00**		**$287,751.00**		**$157,262.90**	
TOTAL BID AMOUNT, AS READ			*$260,526.00*		*$281,751.00*		*$157,262.90*	

*LOWEST BIDDER

BID TABULATION: 2021 MPI SIDEWALK AND CURB PROGRAM JOINT BID

MCHENRY COUNTY

Bid Opening: 11:00 am, March 9, 2021

YEAR 2

BIDDER			ALLIANCE CONTRACTORS, INC.		SCHROEDER & SCHROEDER, INC		STRADA CONSTRUCTION	
Units	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost	Unit Price	Total	Unit Cost	Extended Cost
PCC Curb & Gutter Replacement	LIN. FT	380	$110.00	$41,800.00	$31.50	$11,970.00	$48.00	$18,240.00
PCC Sidealk Removal & Replacement, 4"	SQ. FT	17,640	$15.75	$277,830.00	$10.50	$185,220.00	$11.50	$202,860.00
PCC Sidewalk Removal & Replacement, 6"	SQ. FT	1,982	$16.25	$32,207.50	$10.75	$21,306.50	$11.50	$22,793.00
ADA Panels	EACH	15	$400.00	$6,000.00	$315.00	$4,725.00	$325.00	$4,875.00
TOTAL BID AMOUNT, AS CALCULATED			$357,837.50		$223,221.50		$248,768.00	

BIDDER			COPENHAVER CONSTRUCTION, INC.		CHADWICK CONTRACTING		GLOBE CONSTRUCTION	
Units	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Cost	Extended Cost	Unit Price	Total
PCC Curb & Gutter Replacement	LIN. FT	380	$43.00	$16,340.00	$65.30	$24,814.00	$33.00	$12,540.00
PCC Sidealk Removal & Replacement, 4"	SQ. FT	17,640	$13.00	$229,320.00	$12.85	$226,674.00	$7.80	$137,592.00
PCC Sidewalk Removal & Replacement, 6"	SQ. FT	1,982	$14.00	$27,748.00	$18.90	$37,459.80	$8.00	$15,856.00
ADA Panels	EACH	15	$550.00	$8,250.00	$310.00	$4,650.00	$185.00	$2,775.00
TOTAL BID AMOUNT, AS CALCULATED			$281,658.00		$293,597.80		$168,763.00	

McHenry County Municipal Partnering Initiative (MPI)

Sealed bids will be accepted in the above office until
MARCH 9, 2021, NO LATER THAN 11:00 A.M. (CST)

Request for Bids:
SIDEWALK AND CURB PROGRAM

Issuing Agency:
McHenry County Municipal Partnering Initiative Members
Village of Cary
Fox River Grove
Village of Libertyville

Contact Person for General Bid Document Questions and Questions Related to Village of Cary Specifications:
Courtney Sage, Assistant to the Public Works Director
CaryPW@CaryIllinois.com

Contact Person for Questions Related to Fox River Grove Specifications:
John Reese, Operations Manager of Public Works
j.reese@foxrivergrove.org

Contact Person for Questions Related to Libertyville Specifications:
Michael Brady, Superintendent of Public Works
mbrady@libertyville.com

Mailing Address/Drop-Off Address:
Village of Cary
655 Village Hall Drive
Cary, IL 60013

PLEASE PRINT

Company: GLOBE CONSTRUCTION, INC Date: 8-22-21

Contact Person: PETER MARTIRE

Address: 1781 W ARMITAGE CT City: ADDISON

State: IL Zip Code: 60101

Email Address: GLOBECONSTRUCTIONINC@GMAIL.COM

Telephone Number: 630 - 620 - 0813

FEIN or SSN: 36- 312 7508

The attention of bidders is directed to each individual MPI member's Purchasing Ordinance. This Ordinance is incorporated by reference into this bid as if it were contained herein. To view the municipality's ordinance, please individually contact the municipality.

Any communication regarding this bid between the date of issue and date of award is required to go through the Contact Person listed above. ***Unauthorized contact with other staff, elected officials or other officers is strictly forbidden.***

SCOPE OF WORK

The County of McHenry Municipal Partnering Initiative seeks qualified firms to provide concrete flatwork including removal and replacement of sidewalk curb & gutter.

Subject to continuing need and availability of funds. All requirements are according to specifications enclosed herein.

SCHEDULE OF EVENTS

2/22/2021	Bid Available via email (CaryPW@CaryIllinois.com)
3/3/2021	Vendors Questions Submitted via email by **12:00 P.M.(CST)**
3/5/2021	Vendors Questions Answered via Addendum; emailed by **4:00 P.M.(CST)**
3/9/2021	Bid Due at Village Hall no later than 11:00 A.M.(CST) (No electronic bids accepted)

PAYMENT

Payment will be processed after receipt of delivery invoice and appropriate affidavit.

NON-DISCRIMINATION

Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), 775 ILCS 5/1-102, which is incorporated herein by reference, and constituting of a written EEO Policy and a workforce profile that demonstrates its EEO practices. Furthermore, the Contractor shall comply the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. The Contractor must have a written sexual harassment policy, which meets Illinois State Statutes, 775 ILCS, 15/3.

PREVAILING WAGE

The State of Illinois requires under Public Works Contracts that the general prevailing rate of wages in this locality be paid for each craft or type of worker hereunder. This requirement is in accordance with The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., as amended. This shall include payment of the general prevailing rate for legal holiday and overtime work. It shall be mandatory upon the subcontractor under the Contractor. Prevailing Wage Rates are available at the Illinois Department of Labor website: https://www2.illinois.gov/idol/Pages/default.aspx.

It shall also be mandatory upon the Contractor to whom the Contract is awarded to insert into each subcontract and into the project Specifications for each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the Contract. It shall also be mandatory upon each subcontractor to cause to be inserted into each lower tiered subcontract and into the project Specifications for each lower tiered subcontract a stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the Contract. A Contractor or subcontractor who fails to comply is in violation of the Act.

CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)

Effective August 10, 2005 contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

INCREASED PENALTIES FOR PREVAILING WAGE VIOLATIONS (Public Act 94-0488)

Effective January 1, 2006, penalties for violations of the Prevailing Wage Act will increase from 20% to 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers for each month the wages remain unpaid (up from the current 2% penalty).

For violations that occur after January 1, 2006, the debarment period --during which contractors are ineligible for public works contracts -increases from 2 years to 4 years if two notices of violation are issued/serious violations occur within a 5-year period. In addition, a new monetary penalty of $5,000 may be assessed against contractors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

OSHA REQUIREMENTS

The Occupational Safety and Health Act of 1970 (OSHA) "guarantees workers the right to a safe and healthful workplace". Under Section 5(a) (1) of the OSHA Act, the employer must "furnish to each of his employees' employment and a place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to his employees."

There are times when the MPI Members must hire entities and individuals (contractors) to perform services. To this end, contractors hired by the MPI Members must perform their duties in a manner that is complaint with all state and federal health and safety laws and industry guidelines. It is the responsibility of the contractor to ensure that their personnel and subcontractors comply with all state and federal health and safety laws and regulations and industry guidelines, including, but not limited to those set forth by: OSHA and related regulations, the Safety Inspection and Education Act, the Health and Safety Act, the National Institute of Occupational Safety and Health, the National Fire Protection Association, the Centers for Disease Control, American Industrial Hygiene Association, the American Council of Governmental Industrial Hygienists, the Environmental Protection Agency, and the Department of Transportation.

EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

The above referenced Act adopted by the State of Illinois requires that contractors performing public works projects for a local unit of government "shall employ only Illinois laborers on such project or improvement... provided that other laborers may be used when Illinois laborers as defined in this Act are not available or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the contracting officer", whenever there is a period of excessive unemployment. "Illinois laborer" refers to any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.

The successful bidder for this project will be responsible for full compliance with the requirements of the Act which includes the provision to hire predominately Illinois laborers. Every contractor may place on such work no more than three of his regularly employed non-resident executives and technical experts, even though they do not qualify as Illinois laborers.

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

The successful bidder must be in compliance with State of Illinois HB-1855 (Public Act095-0635), which amends the Prevailing Wage Act. Before an employer commences work on a public works project, the employer shall have in place a

written program, which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services.

FREEDOM OF INFORMATION ACT

Effective January 1, 2010, the regulations of the State of Illinois Freedom of Information Act (FOIA) apply to all records of the vendor/contractor pertaining to this authorization. It is the responsibility of the vendor/contractor to comply with all applicable provisions of the FOIA. When requested by the Municipality, the vendor is required to provide all records requested within no more than four (4) business days, at no cost to the Municipality.

SECURITY

The contractor represents and warrants to the MPI Members that neither it nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the MPI Members that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the MPI Members, the Corporate Authorities, and all MPI Members elected or appointed officials, officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranties.

ADDENDUM

Should the Vendor require any additional information about this Bid, please email any questions by the deadline as outlined in the schedule of events. Any and all changes to these specifications are valid only if they are included by written addendum to all bidders. No interpretation of the meaning of the plans, specifications, or other contract documents will be made orally. If required, all addenda will be emailed to bidder if a Notice of Intent to Bid has been completed and submitted to the Contact Person. In addition, all addenda will be posted on the issuing agency's website. Failure of the bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this Bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused by a bidder to improperly submit a bid.

Response to these questions will be made by means of an addendum. Only the Director of Public Works (or his/her designee) from the issuing agency has the authority to issue an addendum.

Addenda are written instruments issued by the issuing agency prior to the date for receipt of proposals, which modify or interpret the Bid by addition, deletions, clarifications or corrections.

Prior to the receipt of bids, addenda will be delivered to all who are known to have received a Notice to Bid. Each vendor shall ascertain prior to submitting a bid that all addenda issued have been received and, by submission of a bid, such act shall be taken to mean that such vendor has received all addenda and that the vendor is familiar with the terms thereof and understands fully the contents of the addenda.

TAXES

The MPI Members are exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, and Federal Excise Tax.

INSURANCE

(1) GENERAL

The successful bidder shall maintain for the duration of the contract and any extensions thereof, at bidder's expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the MPI Members, which generally requires that the company(ies) be assigned a Best's Rating of A or higher with a Best's financial size category of Class XIV or higher, in the following types and amounts:

(a) Commercial General Liability in a broad form, to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent contractors, Products/Completed Operations, Personal Injury and Contractual Liability; limits of liability not less than:

$1,000,000 per occurrence and $2,000,000 in the aggregate;

(b) Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than:

$1,000,000 per occurrence, combined single limit for:
Bodily Injury Liability and Property Damage Liability;

(c) Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of $100,000 for each incident.

(2) EVIDENCE OF INSURANCE

The successful bidder agrees that with respect to the above required insurance that:

(a) The MPI Members shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;

(b) The contractual liability arising out of the contract shall be acknowledged on the Certificate of Insurance by the insurance company;

(c) The MPI Members shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance;

(d) Subcontractors, if any, comply with the same insurance requirements. In addition to being named as an additional insured on the Certificate of Insurance, each liability policy shall contain an endorsement naming the MPI Members as an additional insured. A copy of the endorsement shall be provided to MPI Members along with the Certificate of Insurance; and,

(e) Have individual MPI Members named as an additional insured and the address for certificate holder must read as:

"Municipality Name", **a body politic**
Municipal Address
City, State, Zip Code

(f) Insurance Notices and Certificates of Insurance shall be provided to the individual municipalities.

HOLD HARMLESS CLAUSE

The successful bidder will agree to indemnify, save harmless and defend the MPI Members, their agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract upon award. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the MPI Members, their agents, servants, or employees or any other person indemnified hereunder.

PERFORMANCE AND PAYMENT BOND

A Performance and Payment Bond will be required by the accepted bidder as described below if the bid amount exceeds $50,000.00.

- Payment and Performance Bond must be in the amount of 110% of the bid value. Any additional scope value during the project must be covered by the bonds.
- Obligee is County of McHenry, project owner for the Payment and Performance Bonds.
- Payment and Performance Bonds must be signed by an official of the bonding company and accompanied by the bonding agent's written Power of Attorney.
- Provide three (3) copies of each of the bonds and the Power of Attorney in order that one copy of each may be attached to each copy of the contract agreement. Bonds must be submitted to McHenry County within two (2) weeks of the notice of award, if start of construction is sooner, then bonds must be submitted a minimum of two (2) days prior.
- Date of Agreement and Payment and Performance Bonds must be the same.
- Such Payment and Performance Bonds must be issued by a surety listed on the Department of Treasury's listing as approved sureties (Department Circular 570) with an A.M. Best Rating of "A" or better which is licensed in the state of the location of the project and must be acceptable to the design-builder.

BID BOND

Each separate bid must be accompanied by a bid bond, certified check, or a cashier's check, drawn on a bank authorized to do business in Illinois, in a dollar amount of not less than five percent (5%) of the sum of the computed total amount of the bid or five hundred dollars ($500), whichever is greater.

BID RESPONSE

It is highly recommended that the vendor completely read the bid prior to filling out to become acquainted with terms and conditions of the bid document and merchandise requirements. No relief will be allowed from the bid conditions unless you take written exception to that condition on your bid.

Bids must be submitted by mail or in person (One Original, no electronic submission).

Bids are due no later than 11:00 A.M. and on March 9, 2021.

Sealed Bid envelopes are to be clearly marked with the title, time & date of opening.

Bidders are urged to respond to this bid request in every case to insure being maintained on current bid lists. Explanations of the reasons for not bidding will assist in maintaining the bidder on the correct bid list(s).

SUBMITTAL

Submit one (1) bid, multiple bids will not be accepted.

GENERAL CONDITIONS

This bid shall be firm for at least 120 days after the latest time specified for submission for bids and thereafter until written notice is received from the bidder.

AWARD OF ORDER

The MPI Members will award the bid and execute a contract to the lowest responsive, responsible bidder meeting the MPI Members' requirements as listed in this document. The MPI Members will be the sole judges of acceptability of any products offered.

WORKMANSHIP

Items shall be manufactured according to the highest traditions of the industry and shall meet all commercial standards of quality. The MPI Members shall be the sole judge of acceptable products. Unacceptable products will be rejected and suitable price adjustments made.

MISCELLANEOUS

It is the bidder's task to be familiar with the referenced items and to offer only products of equal or greater quality. Any questions on specifications should be directed to the Contact Person.

EXCEPTIONS

The bid speaks for itself. Bidders taking exception to any terms, conditions or specifications of this bid must clearly state in writing such exception(s) either on or with their bid. The MPI Members will be the sole judges of the acceptability of any exception noted, and is not bound to consider any bid submitted with exceptions.

ALTERNATES

Trade names are used solely for the purpose of setting minimum standards of quality and performance and are not to be construed as exclusionary. Bidders are encouraged to contact the Contact Person prior to the bid opening for the purpose of clarifying specifications.

FULL PRICING AND CONTINGENCIES

The MPI Members shall hold the successful bidder to bid pricing. Additional charges for contingencies discovered by the vendor at any time after the date of opening of this bid will not be considered for payment by the MPI Members.

RECOURSE FOR UNSATISFACTORY MATERIALS

Payment shall be contingent upon the MPI Member's inspection of and satisfaction with completed work. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to the MPI Member's satisfaction by the successful bidder at no additional charge.

TERMINATION

Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract. The MPI Members will give written notice of unsatisfactory performance and the contractor will be allowed thirty (30) days to take corrective action and accomplish satisfactory control. If at the end of the thirty days, the MPI Members deems the contractor's performance still unsatisfactory, the contract shall be canceled. The exercise of its right of cancellations shall not limit the MPI Member's right to seek any other remedies allowed by law.

The successful bidder will agree that the resulting contract is made subject to available budgetary appropriations and shall not create any obligation on behalf of the MPI Members in excess of such appropriations. In the event that no funds or insufficient funds are appropriated and budgeted, this Contract shall terminate without penalty or expense to the MPI Members thirty (30) days after written notification of termination from the MPI Members.

The successful bidder will agree that pursuant to requirements imposed under Illinois law, the MPI Members shall have 120 days after each election of MPI Members board members to terminate this Agreement, without cause and without penalty.

CHOICE OF LAW AND VENUE

The bidder agrees that this bid has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this bid or any resulting contract shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The bidder further agrees that the exclusive venue for all such disputes shall be the Circuit Court of the 22nd Judicial Circuit of McHenry County, Illinois, and the bidder hereby consent to the personal jurisdiction thereof.

COMPLIANCE WITH LAWS

The bidder hereto covenants and agrees to comply with all applicable federal, state, and local laws, codes, ordinances, rules and regulations. Failure to comply with the terms of this provision shall constitute a breach of contract and permit the MPI Members to terminate this (Request for Sealed Proposal/Bid) in accordance with the termination provisions stated herein.

REJECTION OF BIDS, WAIVER OF IRREGULARITIES

The MPI Members reserve the right to reject any or all bids, to waive irregularities, and to accept that bid which is considered to be in the best interest of the MPI Members. Any such decision shall be considered final.

PROTEST PROCEDURES

Any actual or prospective bidder or Contractor who is aggrieved in connection with the solicitation or award of a Contract may protest to the Village Administrator/City Manager (or his/her designee) from the issuing agency. Any protest must be submitted in writing within ten (10) calendar days from the issuance of the solicitation, addendum, and notice of award or other decision by the MPI Members.

BIDDER'S ATTACHMENT TO THE BID

Any attachment to this bid, as required by the bid conditions, or made at the bidder's option, must reference on their face the bid title, opening date, and time.

EXPECTATION FOR EQUIPMENT/HARDWARE

It is the MPI Member's expectation equipment and/or hardware installed as part of this bid will be in new, un-used condition unless otherwise noted in bid submission.

DELIVERY

Delivery will be considered in making the award and the bidders shall state, in the spaces provided, expected delivery after receipt of Purchase Order. Failure to meet said delivery promises without prior consent of the Director of Public Works (or his/her designee) from the issuing agency will be considered a breach of faith.

FREIGHT

Freight is all inclusive unless otherwise stated.

FUEL SURCHARGE

The MPI Members do NOT accept any fuel surcharges.

SPECIFICATIONS

TERM

The term of this agreement shall be for one (1) year from the date of award. The Municipalities reserve the right to renew this contract for up to two (2) additional one (1) year periods, subject to acceptable performance by the Contractor. At the end of the initial or renewal term, the Municipalities reserve the right to extend this agreement for a period of up to ninety (90) days for the purpose of getting a new agreement in place.

For any term beyond the initial term, this agreement is contingent on the appropriation of sufficient funds; no charges shall be assessed for failure of the Municipalities to appropriate funds in future contract years.

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted April 1, 2016 or latest addition, (hereinafter referred to as the Standard Specifications) and latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Street and Highways" in effect on the date of invitations for bid. In case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern.
The term "Municipalities" and "Village" refers to the Village of Cary, Village Huntley, and City of Woodstock.

DESCRIPTION OF IMPROVEMENT

The Contractor shall be responsible for replacing various sections of Portland Cement Concrete (PCC) Sidewalk and PCC Curb & Gutter throughout the Municipalities at locations determined by the municipal representative. Only sections of sidewalk and curb and gutter that are clearly marked at each location and listed on the replacement list or map shall be removed and replaced and accounted for in the Schedule of Prices. The Contractor is not guaranteed the total annual quantity as listed in the Schedule of Prices under the items of PCC SIDEWALK REMOVAL AND REPLACEMENT 4", PCC SIDEWALK REMOVAL AND REPLACEMENT 6", PCC CURB & GUTTER REPLACEMENT, PCC SIDEWALK 4 INCH, ADA PANELS, and DETECTABLE WARNINGS (as stated previously in the OTHER SPECIAL PROVISIONS). The Contractor shall complete the work as shown on the replacement list or map provided by the Municipalities after award of the contract.

The Contractor shall also be fully responsible for any disturbances to nearby or adjacent residential and municipal property. In the event of a disturbance during the replacement of a specified section of sidewalk and/or curb and gutter, the contractor must restore the damaged property incidental to the contract back to as good or better condition than original and to the approval of the municipal representative.

CONTRACT TIME

Contractor shall complete the Work no later than 30 days after approval, unless otherwise approved in writing by the Municipality's Engineer.

WORKING HOURS

No work shall be performed between 7:00pm and 7:00am, nor on Saturdays, Sundays, or legal holidays without written permission of the Owner. However, emergency work may be done with permission from the Municipality's Engineer.

TRAFFIC CONTROL AND SITE SAFETY

The Contractor is responsible to provide Traffic Control that meets the requirements specified in Section 701 of the Standard Specifications with the following exception: Cones are not allowed at any location to protect a section of curb and gutter, sidewalk or pavement patch that is in the process of being removed or replaced. Cones with reflective bands may only be used to initiate or guide a temporary lane closure or taper within a work zone. Traffic Control is considered incidental to this Contract.

This work shall be to protect persons from injury and to avoid property damage, proper barricades, construction signs, warning lights, and flag persons, as required, shall be utilized and maintained by the Contractor during the progress of construction work and until such time as it is safe for traffic to use the street. Temporary tripod signing may be used for daily operations as well as the moving operations. The Contractor is responsible for any temporary "No Parking" signs. All traffic control signage shall utilize High Intensity Prismatic Material.

Lighted barricades must be provided at every location from the time of breakout until 24 hours after the pour or the removal of forms, whichever is longer. A minimum of one flashing barricade is required for each section. For sections greater than one square there shall be lighted barricades at both ends of the section. Wooden horse type barricades can be used to supplement these lighted barricades. In high traffic areas flagging tape must also be used to protect the concrete as directed by the Director.

The Contractor shall contact the municipality at least 72 hours in advance of beginning work. Construction operations shall be conducted in a manner such that streets will be open to emergency traffic and accessible as required to local traffic. Advanced notice shall be provided to residents, police, fire, school districts and trash haulers when access to any street will be temporarily closed or limited. PCC Pavement Patching, removal and replacement of curb and gutter shall be planned so as to cause a minimum of inconvenience to the adjacent property owners.

IEPA CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (CCDD)

All removal or excavation items being disposed of at an uncontaminated soil fill operation or Clean Construction and Demolition Debris (CCDD) fill site shall meet the requirements of Public Act 96-1416. All costs associated with meeting these requirements shall be included in the unit price cost for the associated removal or excavation items in the contract. These costs shall include but are not limited to all required testing, lab analysis, certification by a licensed professional engineer, and State and local tipping fees.

The CONTRACTOR is required to submit copies of all dump debris tickets to the ENGINEER.

LOCATION OF THE IMPROVEMENT

Locations to be determined based on areas damaged due to emergency or routine repairs of the municipality's utility infrastructure, routine field inspections by municipal personnel and resident service requests. Addresses and or maps showing all of the replacement locations shall be provided to the contractor.

EXISTING UTILITIES

The Contractor is notified that there is expected to be no effect on any utility lines or conduits during construction of this project due to the shallow nature of the excavations. However, the Municipalities shall bear no responsibility for any conflicts and it shall be the Contractor's responsibility to make his own investigation to determine the existence, nature, and location of all utility lines and appurtenances within the limits of the improvement.

KEEPING STREET OPEN TO TRAFFIC

The Contractor is notified that all streets are to be kept open to traffic and access to private property will be maintained at all times during the construction of this project except when repairs are required through driveways. Prior to removal of Sidewalk and/or Curb & Gutter at any private driveway the homeowner must be notified twenty-four (24) hours in advance of the repair. When both Sidewalk and Curb & Gutter repairs are required through the same driveway, these two items shall be replaced simultaneously to minimize disruption to the homeowner. The length of the driveway closure shall not exceed ninety-six (96) hours unless agreed to by the Municipal Representative and homeowner.

AGGREGATE BASE REPAIR

This work shall be constructed in accordance with the applicable articles of Section 301 and 311, except Articles 301.04 and 301.05 shall not apply, of the Standard Specifications and the detail(s) included herein. This work shall include the excavation and removal of any unsuitable material as designated by the municipal representative following the removal of existing Sidewalk and/or Curb & Gutter. The excavated area shall then be backfilled with new crushed stone (CA-6) to the lines and grades of the existing aggregate subbase or as directed by the municipal representative. The aggregate shall be placed in lifts not to exceed 8" and each layer shall be compacted to the satisfaction of the municipal representative. This work will not be measured for payment and will be considered incidental to the contract. The cost for this work shall be included in the unit price for PCC SIDEWALK REMOVAL AND REPLACEMENT 4 INCH, PCC SIDEWALK REMOVAL AND REPLACEMENT 6 INCH and PCC CURB & GUTTER REPLACEMENT respectively.

CONCRETE SPECIFICATION

All concrete curb and gutter shall meet the requirements specified in Section 606 of the Standard Specifications. All PCC sidewalk removal and replacement shall meet the requirements specified in Section 424 of the Standard Specifications. All PCC driveway removal and replacement shall meet the requirements specified in Section 423 of the Standard Specifications. All PCC Pavement Patch Removal and Replacement shall meet the requirements specified in Section 442 of the Standard Specifications. The Contractor is responsible to notify any resident 24 hours prior to removal of any sidewalk or curb that extends across a driveway access.

Sidewalks shall be a minimum of 6" thick through driveways. This additional thickness of sidewalk shall be considered incidental to the contract unit price for PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL AND REPLACEMENT, 6". The excavation and proper disposal of materials required for the construction of new sidewalk, as shown on the plans, will also be considered incidental to the contract unit price for PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL AND REPLACEMENT. Removal of existing sidewalk to be replaced with new sidewalk shall be considered incidental to the contract unit price for of PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL AND REPLACEMENT.

All curb to be removed and replaced shall be saw-cut, full depth, with neat joints at the removal limits and the proper disposal of all removed materials and be considered incidental to this pay item. All required excavation for the removal and replacement of curb/curb & gutter shall be considered incidental to this pay item.
The Contractor shall pour public sidewalk, curb or driveway locations within 72 hours from the time the existing concrete material is removed, unless temporary provisions are made to provide access for residents that are acceptable to the respective Municipality.

All materials removed for curb/gutter, driveways, and sidewalks shall be disposed of the same day it is removed. No excavated material shall be stockpiled on village parkways or streets.

RESIDENT ACCESS

Weekend openings of sidewalk, driveways, or curbs shall not be permitted. The concrete shall be placed prior to the weekend, or the Contractor shall place temporary stone ramps at their cost.

PROTECTION FROM DEFACEMENT

New concrete shall be protected from defacement until such time as the normal curing rate that prevents defacement. Any work (finished concrete, asphalt, etc.) which has been vandalized, shall be REPLACED, not repaired, by the Contractor at their expense prior to final payment. It is recommended that the Contractor finish a normal day's concrete pour by 2:00 p.m. to allow the concrete to set up before the crew leaves the job. Defacement shall include, but not limited to, graffiti, footprints, bicycle tracks, and thrown objects. Depth or characters of defacement are not considerations and no extra compensation shall be allowed for its replacement.

PHASING OF WORK

The Contractor should anticipate completing approximately 75% of the work for all Municipalities, during initial mobilization, with the remaining 25% being completed during a separate mobilization. The Contractor may begin work in any of the Municipalities after sufficient notice for the Villages to mark all locations.

PCC SIDEWALK REMOVAL AND REPLACEMENT 4 INCH

This work shall consist of the removal, disposal, and replacement of existing sidewalk and the construction of new sidewalk in accordance with Sections 440 and 424 of the Standard Specifications and as directed by the municipal representative. The Contractor shall machine-saw cut a perpendicular clean joint at the locations marked by the municipal representative. Site cleanup for the machine-saw cut will not be measured for payment and shall be incidental to the price for PCC SIDEWALK REMOVAL AND REPLACEMENT 4 INCH. If the Contractor removes or damages the existing sidewalk outside the limits designated by the municipal representative for removal and replacement, the Contractor will be required to remove and replace that portion at his own expense to the satisfaction of the municipal representative.

Any ground that is disturbed during the removal operations shall be restored to its original condition and to the satisfaction of the municipal representative after the new sidewalk has been constructed. This restoration will not be measured for payment and will be considered incidental to the contract. The cost for this work shall be included in the unit price for PCC SIDEWALK REPLACEMENT 4 INCH.

This work shall be paid for at the contract unit price per SQUARE FOOT for PCC SIDEWALK REMOVAL AND REPLACEMENT 4 INCH, which price includes all labor, material, and equipment necessary to remove and dispose of the existing sidewalk and to construct the new sidewalk as specified herein.

PCC SIDEWALK REMOVAL AND REPLACEMENT 6 INCH

This work shall be done in accordance with Sections 202, 205, 301, 351, 424 and 440 of the Standard Specifications. This work shall include removal of the existing sidewalk, removal of any tree roots, and subgrade if necessary to allow for placement of a minimum 4-inch thickness of CA-6 crushed stone or crushed gravel on a compacted subgrade and installation of Portland Cement Concrete sidewalk to a minimum thickness of 6-inches. The Contractor shall machine-saw cut a perpendicular clean joint at the locations marked by the municipal representative. Site cleanup for the machine-saw cut will not be measured for payment and shall be incidental to the price for PCC SIDEWALK REMOVAL AND REPLACEMENT 6 INCH. If the Contractor removes or damages the existing sidewalk outside the limits designated by the municipal representative for removal and replacement, the Contractor will be required to remove and replace that portion at his own expense to the satisfaction of the municipal representative. Any ground that is disturbed during the removal operations shall be restored to its original condition and to the satisfaction of the municipal representative after the new sidewalk has been constructed. This restoration will not be measured for payment and will be considered incidental to the contract. The cost for this work shall be included in the unit price for PCC SIDEWALK REPLACEMENT 6 INCH.

If the sidewalk is constructed through a driveway the minimum thickness shall be 6-inches. Sidewalk construction across driveways will be saw cut on both sides adjacent to the driveway to reduce the possibility of damage to the driveway. Any damage done to the driveway will be saw cut and squared off and repaired with like materials and thickness and such repair will be considered incidental to the sidewalk removal replacement 6".
The cost for overcutting and filling, saw cutting, driveway removal and replacement, shall be considered as included in the cost of the pay item.

This work will be paid for at the contract unit prices per SQUARE FOOT for PCC SIDEWALK REMOVAL AND REPLACEMENT 6", which price includes all labor, material, and equipment necessary to remove and dispose of the existing sidewalk and to construct the new sidewalk as specified herein.

PCC CURB & GUTTER REPLACEMENT

This work shall consist of the removal, disposal, and replacement of existing damaged Curb & Gutter, or required for the construction of handicap ramps. The construction of new Curb & Gutter system is in accordance with Sections 440 and 606 of the Standard Specifications and as directed by the municipal representative. The Contractor shall machine-saw cut a perpendicular clean joint at the locations marked by the municipal representative. Site cleanup for the machine-saw cut will not be measured for payment and shall be incidental to the price for PCC CURB & GUTTER REPLACEMENT. If the Contractor removes or damages the existing curb and gutter outside the limits designated by the municipal representative for removal and replacement, the Contractor will be required to remove and replace that portion at his own expense to the satisfaction of the municipal representative. Curb and gutter shall be constructed to match the existing section in the areas marked by the Owner and connected to the existing curb and gutter using (2) #4x18" dowel bars at each end.

Any ground adjacent to the Curb & Gutter, which is removed or disturbed during the removal operations, shall be restored to its original condition and to the satisfaction of the municipal representative after the new curb and gutter has been constructed. This restoration will not be measured for payment, and will be considered incidental to the contract.
Incidental Hot-Mix Asphalt Surfacing: This work shall be in accordance with Section 408 of the Standard Specification and shall be performed where the existing HMA pavement or HMA driveway has been disturbed during the removal of curb and

gutter. The Contractor shall carefully saw-cut the limits of the disturbance and replace the asphalt to the existing thickness. This work shall be considered incidental to this pay item and no extra compensation shall be allowed.
Curb and Gutter Type: A majority of the curb and gutter encountered in this project is B-6.12. However, included in this item is the removal and replacement of all types of curb and gutter encountered. No allowance will be made for variance in curb height or gutter width. The curb and gutter shall be replaced in kind.

The cost for this work shall be shall be included in the unit price for PCC CURB & GUTTER REPLACEMENT.
This work will be paid for at the contract unit price per LINEAR FOOT as PCC CURB & GUTTER REPLACEMENT. Which price includes all labor, material, and equipment necessary to remove and replace the Curb & Gutter as specified herein.

ADA PANELS
The Contractor shall provide and install brick red, pre-stamped stainless steel panels with reinforced truncated domes on all curb ramps or as mandated by the ADAAG, or as determined by the municipal representative. These ramp panels shall comply with Highway Standard 424001 "Curb Ramps for Sidewalks" Any ramp panel substitutions must be submitted in writing to the municipal representative.

Basis of Payment: This work will be paid for at the contract unit price per EACH for ADA PANELS, which price includes all labor, material, and equipment necessary for the installation of ADA panels as specified herein.
The detectable warning surface shall be: Pre-fabricated panel, as manufactured by Armor-Cast, or owner-approved equal.
The detectable warning shall comply with the Illinois Accessibility Code (IAC), and shall be red in color.

PORTLAND CEMENT CONCRETE SIDEWALK, 4 INCH
This work shall consist of the construction of new sidewalk in accordance with Sections 440 and 424 of the Standard Specifications and as directed by the municipal representative.
The Contractor shall machine-saw cut a perpendicular clean joint at the locations marked by the municipal representative. Site cleanup for the machine-saw cut will not be measured for payment and shall be incidental to the price for PCC SIDEWALK 4 INCH. If the Contractor removes or damages the existing sidewalk outside the limits designated by the municipal representative for removal and replacement, the Contractor will be required to remove and replace that portion at his own expense to the satisfaction of the municipal representative.

Any ground that is disturbed during the removal operations shall be restored to its original condition and to the satisfaction of the municipal representative after the new sidewalk has been constructed. This restoration will not be measured for payment and will be considered incidental to the contract. The cost for this work shall be included in the unit price for PCC SIDEWALK 4 INCH.

Any clearing and stripping of existing vegetation and sod within the limits of construction and removal of unsuitable material will not be measured for payment and will be considered incidental to the contract. All stripped material and unsuitable material shall be disposed of off-site at a location determined by the contractor.
The excavated area shall then be backfilled with new crushed stone (CA-6) according to the Standard Specifications. Aggregate shall be placed in lifts not to exceed 8" and each layer shall be compacted to the satisfaction of the municipal representative.

This work shall be measured for payment and paid for at the contract unit price per SQUARE FOOT for PCC SIDEWALK 4 INCH, which price includes all labor, material, and equipment necessary to remove and dispose of the existing sod/topsoil and to construct the new sidewalk as specified herein.

TREE PROTECTION
If construction is to occur within the root zone of existing plant material, root pruning will be required where directed by the Engineer. The root zone shall be considered as the area around a plant or tree extending at least as far from the base as the longest horizontal branches.

This work will consist of root pruning with an approved mechanical root pruning saw which cuts the horizontal limits of earth excavation and shall be performed prior to excavation where so indicated on the plans or as directed by the Engineer. Whenever roots of plant material are exposed during excavation, the damaged root ends are to be removed by being cut off cleanly.

The Contractor shall take special care not to disturb any trees within the construction area. Construction procedures and equipment use shall be such that a minimum of root disturbance is achieved.
To prevent damage to public trees and prevent contamination of bituminous materials, the Contractor, when so directed by the Engineer, shall cut any limbs overhanging the street which may interfere with construction operations in accordance with the requirements of Section 201 of the "Standard Specifications for Road and Bridge Construction", latest edition, insofar as they apply. This work shall be done using the "drop-crotch" method of pruning so as to minimize impacts to the trees.

This work shall not be paid for separately but shall be considered as incidental to the contract.

SITE RESTORATION

After concrete placement, proper curing, and upon removal of forms, necessary lawn repair shall be done, such as supplying black dirt, grading, and reseeding. This work shall be considered incidental to the Contract unit price for the item being constructed except where substantial grade changes have been made. Repairs of shrubbery, lawns and all other existing features shall be incidental to the contract. No concrete shall be left on the lawns, parkways, sidewalks or streets. After removal of forms, all debris shall be completely removed. Old concrete shall be loaded and removed at the time it is broken out.

PAYMENT

Each request for payment of the Contract Price shall be itemized so as to indicate the portion of the requested payment that is allocable to Work performed by Contractor. Once the municipal representative has certified the completion and quality of the Work, payment will be made to Contractor.
Contractor shall be paid at the contract unit price per LINEAR FOOT for CURB & GUTTER REPLACEMENT, SQUARE FOOT for PCC SIDEWALK REMOVAL AND REPLACEMENT 4 INCH, SQUARE FOOT for PCC SIDEWALK REMOVAL AND REPLACEMENT 6 INCH, SQUARE FOOT FOR PCC SIDEWALK 4 INCH and EACH for ADA REPLACEMENTS as specified in the Schedule of Prices.

OTHER SPECIAL PROVISIONS

1. The Contractor shall provide sufficient supervision and personnel to carry out the project in a timely manner and with a minimum of delay in time.
2. The Contractor is responsible for damage claims as per applicable articles of Section 107 of the Standard Specifications. The Contractor's certificate of insurance shall meet the requirements of Article 107.27 of the Standard Specifications. In addition, under Article 107.27 of the Standard Specifications, the Contractor's policy of insurance shall also include the Municipalities and consultant engineers (if applicable) as the additional insured.
3. All material (PCC) must be approved by the State of Illinois and certified inspection tickets shall be furnished to the municipal representative.
4. The Municipalities reserve the right to delete any portion of their project if it is in the best interest of the Municipalities to do so. Any portion deleted from the contract shall have no bearing on the remaining work under the terms of this Contract or unit prices.

SCHEDULE OF QUANTITIES – BY INDIVIDUAL AGENCY

The approximate quantities set forth in the table below for each item are estimates only and each municipality reserves the right to increase or decrease such quantities based on the Standard Specifications.

ITEM	UNIT	MUNICIPALITY

		CARY	FOX RIVER GROVE	LIBERTYVILLE
PCC Curb & Gutter Replacement	LIN. FT.	200	100	80
PCC Sidewalk Removal & Replacement, 4"	SQ. FT.	3,000	1,200	13,440
PCC Sidewalk Removal &Replacement, 6"	SQ. FT.	1,000	0	982
ADA Panels	EACH	5	0	10

THIS PAGE IS MANDATORY

BASE BID:

Ite	Pay Item	Unit	Total Est.	Base Bid Year #1 (2021)

m No.			Quantity	Unit Price	Total
1	PCC Curb & Gutter Replacement	LIN. FT.	380	$ 30.00	$ 11,400.00
2	PCC Sidewalk Removal & Replacement, 4"	SQ. FT.	17,640	$ 7.30	$ 128,772.00
3	PCC Sidewalk Removal &Replacement, 6"	SQ. FT.	1,982	$ 7.45	$ 14,765.90
4	ADA Panels	EACH	15	$ 155.00	$ 2325.00
				BASE BID TOTAL	$ 157,262.90

TOTAL CONTRACT PRICE:

one hundred fifty seven thousand two hundred sixty two Dollars and ninety Cents
(in writing) (in writing)

THIS PAGE IS MANDATORY

OPTION YEAR 2 BID:

Ite	Pay Item	Unit	Total Est.	Base Bid Year #2 (2022)

m No.			Quantity	Unit Price	Total
1	PCC Curb & Gutter Replacement	LIN. FT.	380	$ 33.00	$ 12,540.00
2	PCC Sidewalk Removal & Replacement, 4"	SQ. FT.	17,640	$ 7.80	$ 137,592.00
3	PCC Sidewalk Removal &Replacement, 6"	SQ. FT.	1,982	$ 8.00	$ 15,856.00
4	ADA Panels	EACH	15	$ 185.00	$ 2775.00
				BASE BID TOTAL	$ 168,763.00

OPTION YEAR 3 BID:

Item No.	Pay Item	Unit	Total Est. Quantity	Base Bid Year #2 (2023)	
				Unit Price	Total
1	PCC Curb & Gutter Replacement	LIN. FT.	380	$ 36.00	$ 13680.00
2	PCC Sidewalk Removal & Replacement, 4"	SQ. FT.	17,640	$ 8.49	$ 149763.60
3	PCC Sidewalk Removal &Replacement, 6"	SQ. FT.	1,982	$ 8.99	$ 17818.18
4	ADA Panels	EACH	15	$ 220.00	$ 3300.00
				BASE BID TOTAL	$ 184561.78

THIS PAGE IS MANDATORY

REFERENCES

List three (3) references that you have done similar work, service or supplied similar products to within the last twelve (12) months (only correct contact names and phone numbers will be acceptable).

Entity: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____

Email Address: _____

Entity: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____

Email Address: _____

Entity: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____

Email Address: _____

SEE ATTACHED P25

Globe Construction Inc

1781 W Armitage Court

Addison, Illinois 60101

Phone: (630) 620-0313

Fax: (630) 620-0205

Email: globeconstructioninc@gmail.com

WORK HISTORY REFERENCES

Village of Lombard
1051 S Hammerschmidt
Lombard, IL 60048

Contact: Gage Miller
Public Works Dept
Ph: 630-280-8758

Completed: 9/21/2020
Amount: $370,614.00

2020 Sidewalk & Curb Replacement Program
****Description:** Removal & Replacement of Sidewalks, Curb & Gutter, Driveways, Misc Concrete

Lisle Township Hwy Dept
4719 Indiana Ave.
Lisle, IL 60532-1610

Contact: John Quin
Public Works Dept
Ph: 630-816-9511

Completed: 09/16/2020
Amount: 233,798.20

2020 Sidewalk & Curb Replacement Program
****Description:** Removal & Replacement of Sidewalks, Curb & Gutter, Driveways, Misc Concrete

Village of LaGrange Park
447 N Catherine Ave.
LaGrange Park, IL 60526-2099

Contact: Rick Radde
Public Works Dept
Ph: 708-446-4493

Completed: 9/17/2020
Amount: $36,328.00

2020 Sidewalk & Curb Replacement Program
****Description:** Removal & Replacement of Sidewalks, Curb&Gutter, Driveways, Misc Concrete

City of Belvidere
401 Whitney Blvd, STE200
Belvidere, IL 61008

Contact: Dan Anderson
Public Works Dept
Ph: 815-378-2928

Completed: 9/23/2020
Amount: $222,969.00

2020 Sidewalk & Curb Replacement Program
****Description:** Removal & Replacement of Sidewalks, Curb&Gutter, Driveways, Misc. Concrete

Village of Bolingbrook
375 W Briarcliff Rd
Bolingbrook, IL 60440

Contact: Ivan Straka
Public Works Dept
Ph: 630-226-8858

Completed: 8/31/2020
Amount: 322,764.50

2020 Sidewalk Program
****Description:** Removal & Replacement of Sidewalks, Curb&Gutter, Driveways, Misc Concrete

THIS PAGE IS MANDATORY

CERTIFICATIONS & SIGNATURE PAGE

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

PETER MARTIRE
Name of Contractor (please print)

Submitted by (signature)

PRESIDENT
Title

Certificate Regarding Sexual Harassment Policy

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

PETER MARTIRE
Name of Contractor (please print)

Submitted by (signature)

PRESIDENT
Title

THIS PAGE IS MANDATORY

CERTIFICATIONS & SIGNATURE PAGE

- Vendor certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended. Yes: ✓ No: ____
- Under penalties of perjury, I certify that my correct Federal Taxpayer Identification Number is: 36-3127508
- I am doing business as a (please check one):

  ☐ Sole Proprietorship ☐ Partnership ☑ Corporation (State of Incorporation): S ☐ Other ____

- State full names, titles and addresses of all responsible principles and/or partners below:

  Name: PETER MARTIRE Title: PRESIDENT
  Address: 512 S. HILLSIDE AVE, MT PROSPECT, IL

  Name: ANGELO MARTIRE Title: TREASURER
  Address: 60 WOODBERRY RD, DEER PK, IL

- I have carefully examined the Bid, Scope of Work, Specifications, and any other documents accompanying or made a part of this Bid. I hereby propose to furnish the goods or services specified in the Bid. I agree that my proposal will remain firm for a period of up to 120 days in order to allow the MPI Members adequate time to evaluate the qualifications submitted.
- I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Bid on behalf of the firm as its act and deed, and that the firm is ready, willing, and able to perform if awarded the contract. I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service. No officer, employee or agent of the MPI Members or any other proposer is interested in said proposal and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Individual/Company/Corporation: GLOBE CONSTRUCTION, INC

Business Address: 1781 W ARMITAGE CT

City, State and Zip Code: ADDISON, IL, 60101

Printed Name: PETER MARTIRE Title: PRESIDENT

Original Signature: [signature]

Witness Signature: [signature] Title: SECRETARY

Telephone Number: 630-620-0313 Email: GLOBECONSTRUCTIONINC@gmail.com

Date: 2/22/21

End of Document

Cary Village Hall
655 Village Hall Drive
Phone 847-639-0003
Fax 847-516-3036



Cary Public Works
454 Cary Woods Circle
Phone 847-639-0003
Fax 847-639-4963

TRANSMITTAL

TO: All Plan Holders

FROM: Courtney Sage, Assistant to the Public Works Director

FAX:

PAGES: 1

PHONE:

DATE: 3/1/2021

RE: MCHENRY COUNTY MUNICIPAL PARTNERING INITIATIVE SIDEWALK AND CURB REPLACEMENT PROGRAM– ADDENDUM #1

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply

Comments:

*******ALL PLAN HOLDERS PLEASE NOTE*******

Upon receipt of this Addendum, please sign the requested confirmation below regardless of whether you plan to bid or not and EMAIL or FAX to:

Email: CaryPW@Caryillinois.com or Fax: 847-639-4963

RECEIVED DATE:	3-9-21
COMPANY NAME:	GLOBE Construction
SIGNATURE:	

McHenry County Municipal Partnering Initiative
Sidewalk and Curb Replacement Program

ADDENDUM #1

DATE: March 3, 2021

FROM: Village of Cary

TO: Plan Holders of Record for the Work Titled:
McHenry County Municipal Partnering Sidewalk and Curb Replacement Program

The Bidding Documents are amended as follows:

1. Additional Bid Opening Information: In an effort to ensure safe social distancing, the public bid opening on March 9, 2021, will be held via Zoom. Below is the bid opening information:

Cary Conference is inviting you to a scheduled Zoom meeting.

Topic: McHenry County Municipal Partnering Sidewalk and
Curb Replacement Program Bid Opening
Time: Mar 9, 2021 11:00 AM Central Time (US and Canada)

Join Zoom Meeting
https://zoom.us/j/99945748190?pwd=MEh3WFdQY3BnL3BE
YTFlMHlSK3F6dz09

Meeting ID: 999 4574 8190
Passcode: 261047
One tap mobile
+13126266799,,99945748190#,,,,*261047# US (Chicago)

Dial by your location
+1 312 626 6799 US (Chicago)
Meeting ID: 999 4574 8190
Passcode: 261047
Find your local number: https://zoom.us/u/aeHfS7CYSL

END OF ADDENDUM #1

Cary Village Hall
655 Village Hall Drive
Phone 847-639-0003
Fax 847-516-3036



Cary Public Works
454 Cary Woods Circle
Phone 847-639-0003
Fax 847-639-4963

TRANSMITTAL

TO: All Plan Holders

FROM: Courtney Sage, Assistant to the Public Works Director

FAX:

PAGES: 1

PHONE:

DATE: 3/8/2021

RE: MCHENRY COUNTY MUNICIPAL PARTNERING INITIATIVE SIDEWALK AND CURB REPLACEMENT PROGRAM– ADDENDUM #2

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply

Comments:

*****ALL PLAN HOLDERS PLEASE NOTE*****

Upon receipt of this Addendum, please sign the requested confirmation below regardless of whether you plan to bid or not and EMAIL or FAX to:

Email: CaryPW@CaryIllinois.com or Fax: 847-639-4963

RECEIVED DATE:	3-8-21
COMPANY NAME:	Cross Construction
SIGNATURE:	

McHenry County Municipal Partnering Initiative
Sidewalk and Curb Replacement Program

ADDENDUM #2

DATE: March 8, 2021

FROM: Village of Cary

TO: Plan Holders of Record for the Work Titled:
McHenry County Municipal Partnering Sidewalk and Curb Replacement Program

The Bidding Documents are amended as follows:

1. Special Provisions: An error was found on page 9 under the section, Special Provisions. The following section has been updated:

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted April 1, 2016 or latest addition, (hereinafter referred to as the Standard Specifications) and latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Street and Highways" in effect on the date of invitations for bid. In case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern.
The term "Municipalities" and "Village" refers to the Village of Cary, ~~Village Huntley, and City of Woodstock~~ Village of Libertyville, and Village of Fox River Grove.

END OF ADDENDUM #2

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Globe Construction, Inc.
1781 Armitage Court Addison, IL 60101

as Principal, hereinafter called the Principal, and Washington International Insurance Company
1200 Main Street, Suite 800, Kansas City, MO 64105

a corporation duly organized under the laws of the State of NH
as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Cary
655 Village Hall Drive Cary, IL 60013
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars ($ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for McHenry County Municipal Partnering Initiative Sidewalk and Curb Program.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 9th day of March , 2021

Globe Construction, Inc.
(Witness) (Principal) (Seal)
By: (Title)

Washington International Insurance Company
(Witness) (Surety) (Seal)
By: William P. Maher
Attorney-In-Fact (Title)

AIA DOCUMENT A310 • BID BOND • AIA • FEBRUARY 1970 ED. • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint: **William P. Maher**

Principal: Globe Construction, Inc. Bond Number: Bid Bond
Obligee: Village of Cary Bond Amount: See Bond Form
Bond Description: McHenry County Municipal Partnering Initiative Sidewalk and Curb Program.

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION ($50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By _____
Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

By _____
Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of February, 2019.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 1st day of February, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
M. KENNY
Notary Public - State of Illinois
My Commission Expires
12/04/2021

M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 9th day of March, 2021.

Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

Illinois Department of Transportation

Certificate of Eligibility

Globe Construction, Inc.
1781 Armitage Court Addison, IL 60101

Contractor No 003A

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED $19,088,000.00

017	CONCRETE CONSTRUCTION	$4,025,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 2/2/2021 TO 1/31/2022 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION.
ISSUED AT SPRINGFIELD, ILLINOIS ON 2/2/2021.

Tim Kell
Engineer of Construction

IL 494-0645

CONTRACT ACCEPTANCE

The Contract Acceptance is attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Libertyville ("Owner") with Globe Construction, Inc. for Sidewalk Replacement in an amount not to exceed $105,000.00.

This Acceptance, together with the Contract attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract, and is subject to the appropriation of the necessary remaining funds in the FY 2021/22 Annual Budget. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract." Acceptance or rejection by Owner of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

Village of Libertyville:

By: Kelly A. Amidei

Print: Kelly A. Amidei,

Title: Village Administrator

Globe Construction, Inc.

By:

Print: PETER MARTIRE

Title: PRESIDENT

GLOBCC1

OP ID: VB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/30/2021

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

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

PRODUCER Dohn & Maher Associates 4811 Emerson Avenue, Suite 102 Palatine, IL 60067-7416 Carl E. Dohn Jr. 847-303-6800	CONTACT NAME: PHONE (A/C, No, Ext): 847-303-6800 FAX (A/C, No): 847-303-6963 E-MAIL ADDRESS: certificates@dohn.com
INSURED Globe Construction, Inc. 1781 Armitage Court Addison, IL 60101	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Acuity — 14184 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			Z94714	03/01/2021	03/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ Included $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			Z94714	03/01/2021	03/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0			Z94714	03/01/2021	03/01/2022	EACH OCCURRENCE AGGREGATE	$ 6,000,000 $ 6,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		Z94714	03/01/2021	03/01/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Rented Tools			Z94714	03/01/2021	03/01/2022	Limit	100,000
A	Installation Floa			Z94714	03/01/2021	03/01/2022	Limit	10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contractors License. The following are included as Additional Insured to General Liability (coverage form attached) on a Primary and Non-Contributory basis as required by written contract with respects to work performed by the Named Insured:The Village of Libertyville, its officials, employees, agents and volunteers.

CERTIFICATE HOLDER

VILLLIB

Village of Libertyville
Building Division
200 E. Cook Avenue
Libertyville, IL 60048

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Carl Dohn Jr.

ACORD 25 (2016/03)

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ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU CB-7433(10-01)

This endorsement modifies insurance provided under the following:

BIS-PAK® BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

1. Who Is An Insured is amended to include as an insured:
   a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as additional insured on your policy; and
   b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a above.

   Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for the additional insured. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
2. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

   This insurance does not apply to:
   a. *Bodily injury, property damage, personal and advertising injury* arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
      (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
      (2) Supervisory, inspection, architectural or engineering activities.
   b. *Bodily injury* or *property damage* occurring after:
      (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
      (2) That portion of *your work* out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

ADDITIONAL INSURED - COMPLETED OPERATIONS AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (OWNERS, LESSEES OR CONTRACTORS) CB-7245(10-01)

This endorsement modifies insurance provided under the following:

BIS-PAK® BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

1. Section II - Who Is an Insured is amended to include as an insured:
   a. Any person or organization for whom you have performed operations if you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as additional insured on your policy for completed operations;
   b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a above.

   Such person or organization is an insured only with respect to liability included in the *products-completed operations hazard* arising out of *your work* performed and subject to the contract or agreement described in Item 1.
2. The insurance afforded to these additional insureds does not apply to:
   a. *Bodily injury* or *property damage* which occurs prior to execution of the contract or agreement described in item1;
   b. *Bodily injury* or *property damage* that occurs after the time period during which the contract or agreement described in Item 1 requires you to add such person or organization onto your policy as an additional insured for completed operations; or
   c. *Bodily injury*, *property damage* or *personal and advertising injury* arising out of the rendering of, or the failure to render, any professional, architectural, engineering or surveying services, including:
      (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
      (2) Supervisory, inspection, architectural or engineering activities.
3. The Limits of Insurance applicable to the additional insured are those specified in the contract or agreement described in Item 1 or in the Declarations for this Coverage Form whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.

 Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Swiss Re
Corporate Solutions

Bond # 9195599

PERFORMANCE BOND

CONTRACTOR:
(Name, legal status and address)

Globe Construction, Inc.
1781 Armitage Court, Addison, IL 60101

SURETY:

Washington International Insurance Company
1200 Main Street, Suite 800 , Kansas City, MO 64105

OWNER:
(Name, legal status and address)

Village of Libertyville
200 East Cook Ave., Libertyville, IL 60048

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT
Date: April 13, 2021

Amount: $105,000.00 One Hundred Five Thousand Dollars and 00/100

Description:
(Name and location)

2021 Sidewalk and Curb Replacement

BOND
Date: April 14, 2021
(Not earlier than Construction Contract Date)

Amount: $105,000.00 One Hundred Five Thousand Dollars and 00/100

Modifications to this Bond: [X] None [ ] See Section 16

CONTRACTOR AS PRINCIPAL *(Corporate Seal)*
Company: Globe Construction, Inc.

Signature:
Name and Title:

SURETY *(Corporate Seal)*
Company: Washington International Insurance Co

Signature:
Name Carl Dohn, Jr.
and Title: Attorney-in-Fact

WASHINGTON INTERNATIONAL INSURANCE COMPANY CORPORATE SEAL NEW HAMPSHIRE

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY – Name, address and telephone)

AGENT or BROKER:

Dohn & Maher Associates
4811 Emerson Avenue, Suite 102
Palatine, IL 60067
847-303-6800

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

7. If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

   .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

   .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

   .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. **Definitions**

   14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

   14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

   14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

   14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

   14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

Swiss Re
Corporate Solutions

Bond # 9195599

PAYMENT BOND

CONTRACTOR:
(Name, legal status and address)

Globe Construction, Inc.

1781 Armitage Court, Addison, IL 60101

SURETY:

Washington International Insurance Company

1200 Main Street, Suite 800 , Kansas City, MO 64105

OWNER:
(Name, legal status and address)

Village of Libertyville

200 East Cook Ave., Libertyville, IL 60048

CONSTRUCTION CONTRACT
Date: April 13, 2021

Amount: $105,000.00 One Hundred Five Thousand Dollars and 00/100

Description:
(Name and location)

2021 Sidewalk and Curb Replacement

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND
Date: April 14, 2021
(Not earlier than Construction Contract Date)

Amount: $105,000.00 One Hundred Five Thousand Dollars and 00/100

Modifications to this Bond: [X] None [ ] See Section 18

CONTRACTOR AS PRINCIPAL *(Corporate Seal)*
Company: Globe Construction, Inc.

Signature: _____
Name and Title: PETER MARTIRE PRESIDENT

SURETY *(Corporate Seal)*
Company: Washington International Insurance Company

Signature: _____
Name and Title: Carl Dohn, Jr. Attorney-in-Fact

WASHINGTON INTERNATIONAL INSURANCE COMPANY CORPORATE SEAL NEW HAMPSHIRE

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY – Name, address and telephone)
AGENT or BROKER:

Dohn & Maher Associates

4811 Emerson Avenue, Suite 102

Palatine, IL 60067

847-303-6800

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim.** A written statement by the Claimant including at a minimum:

.1 the name of the Claimant;

.2 the name of the person for whom the labor was done, or materials or equipment furnished;

.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;

.4 a brief description of the labor, materials or equipment furnished;

.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;

.7 the total amount of previous payments received by the Claimant; and

.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

16.2 **Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

16.3 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint: Carl Dohn, Jr.

Principal: Globe Construction, Inc. Bond Number: 9195599
Obligee: Village of Libertyville Bond Amount: See Bond Form
Bond Description: 2021 Sidewalk and Curb Replacement

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION ($50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

By _____
Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

By _____
Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of February, 2019.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 1st day of February, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
M. KENNY
Notary Public - State of Illinois
My Commission Expires
12/04/2021

M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 14th day of April, 2021.

Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

Agenda Item No. 10

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: March 22, 2022

Agenda Item: Consideration of a Resolution to Award a Contract for the 2022 Joint Bid Road Rehabilitation Program to Peter Baker & Son Co.

Staff Recommendation: Approve Resolution

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

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Background: The Draft Fiscal Year 2022/23 Budget includes funds to perform roadway maintenance as part of the Annual Road Improvement Program. The Village participated in a Joint Bid Road program with Mundelein, Vernon Hills, and the Libertyville Township Road District in an effort to continue to receive advantageous competitive unit price bids based upon an "economy of scale" from larger contract quantities. An Intergovernmental Agreement (IGA) was executed previously by all parties in December 2018 and amended in February 2019 for the Joint Bid program. Public Works staff worked with the joint bid agencies and Gewalt Hamilton Associates, Inc. (GHA) to prepare plans, specifications and to solicit competitive contractor bids.

Competitive contractor bids were opened on March 8, 2022. Three (3) bids were received for the project with the following results:

Contractor	Overall Joint Bid Amount	Village Share
Peter Baker & Son Co.	$3,647,000.00	$859,414.70
Brothers Asphalt Paving, Inc	$3,834,094.65	N/A
Builders Paving, LLC	$3,975,988.00	N/A

The Engineer's Estimate for the total joint bid work was $3,959,672.50. The qualified low bid contractor is Peter Baker & Son Co. in the amount of $3,647,000.00. Peter Baker & Son is a large and experienced local roadway contractor and has successfully completed previous pavement rehabilitation projects for the Village. Village staff and GHA recommend award of the contract to Peter Baker & Son Co.

The above listed amounts represent the total contract value, which include the services being provided to all entities within the IGA. The Illinois Department of Transportation (IDOT) requires that the Village award the contract for the total amount of $3,647,000 since the Village is the Lead Agency for the program, and because some of the parties are using Motor Fuel Tax funds. However, in accordance with the terms of the approved IGA, the Village is only responsible for the share of the contract that is directly attributable to its roadways (**$859,414.70**). There is $946,279 allocated to pay for the Village's share in the Draft FY 2022/23 Annual Budget in the Motor Fuel Tax Fund (Acct #07-0000-0-738). The proposed work is anticipated to be completed this summer.

Staff recommends approval of the attached Resolution to award the contract to Peter Baker & Son Co. for the 2022 Joint Bid Road Rehabilitation Program in the amount of $3,647,000, subject to the appropriation of funds in the FY 2022/23 Annual Budget.

RESOLUTION NO. 22-R-__

A RESOLUTION TO AWARD A CONTRACT FOR THE 2022 JOINT BID ROAD REHABILITATION PROGRAM TO PETER BAKER & SON CO.

WHEREAS, the Village of Libertyville's ("Village") FY 2022/23 Annual Budget provides $946,279 in the Motor Fuel Tax Fund (Account# 07-0000-0-738) for road rehabilitation work; and

WHEREAS, the Village previously approved an Intergovernmental Agreement ("IGA") for the purpose of soliciting a joint bid for the annual Road Rehabilitation Program with the Villages of Mundelein and Vernon Hills and the Libertyville Township Highway Department; and

WHEREAS, competitive contractor bids were opened on March 8, 2022; and

WHEREAS, Peter Baker & Son Co. of Illinois was determined to be the lowest responsive competitive bidder in the amount of $3,647,000; and

WHEREAS, in accordance with the terms of the IGA, the Village shall only be responsible for the share of the contract that is directly attributable to costs associated with its roadways ($859,414.70); and

WHEREAS, the Illinois Department of Transportation will require that the Village award the contract to the low bidder for the overall total amount of $3,647,000 since the Village is the Lead Agency for the Program and because some of the parties are using Motor Fuel Tax funds.

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

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

SECTION 2: Approval of Contract. The Board of Trustees hereby approves the Contract with Peter Baker & Son Co. for the 2022 Joint Bid Road Rehabilitation Program, in the amount of $3,647,000, subject to the appropriate of funds in the FY 2022/23 Annual Budget.

SECTION 3: Execution of Contract. The Village Administrator is hereby authorized to execute the Contract with Peter Baker & Son Co. for the 2022 Joint Bid Road Rehabilitation Program.

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

PASSED this ___ day of _____, 2022.

AYES:

NAYS:

ABSENT:

APPROVED this ___ day of _____, 2022.

_____
Donna Johnson, Village President

ATTEST:

_____
Luke Stowe, Village Clerk

Description of Work
2022 MFT Roadway Improvements
Village of Libertyville Streets
Section #: 22-00125-00-RS

The following is a list of streets including limits, lengths area and a brief description:

Street	From/To	Approximate Length	Approximate Area
Briarwood Lane	Greentree Parkway to Greentree Parkway	1,217 FT (0.23 miles)	3,651 SY
Spruce Court	Greentree Parkway. To Dead End	182 FT (0.03 miles)	546 SY
Oak Street	W. Austin Avenue to Rockland Road	394 FT (0.07 miles)	1138 SY
Circle Drive	W. Rockland Road. To Dead End	200 FT (0.04 miles)	770 SY
Sunnyside Place	S. Stewart Avenue To Milwaukee Avenue	674 FT (0.13 miles)	1,872 SY
Havenewood Drive	Harms Avenue to Dymond Road	351 FT (0.07 miles)	1,593 SY
Havenewood Court	Havenwood Drive. To Dead End	400 FT (0.08 Miles)	731 SY
American Way	US RT. 45. To Winchester Road	1,225 FT (0.23 Miles)	5,445 SY
Old Peterson Road	400' W. of Butterfield Rd. To Dead End	1,950 FT (0.37 Miles)	5,200 SY
Commerce Drive	Franklin Blvd. to Harris Road	1,683 FT (0.32 Miles)	7,295 SY
Florence Court	S. Stewart Avenue to West End	812 FT (0.15 Miles)	1,985 SY
West Ellis Avenue	W. Winchester Road to 500 FT South of the Winchester Road Intersection	-	80 SY (PCC Patching)
Fifth Avenue	Park Avenue to Church Street	-	185 SY (PCC Patching)
School Street	Milwaukee Avenue to School Street Park Lot Entrance	-	150 FT (Combination Curb and Gutter Replacement)
	Totals:	7,545 FT (1.64 miles)	30,231. SY

The above street segments will include: pavement removal, hot-mix asphalt binder course, hot-mix asphalt surface course, base course patching, sidewalk removal and replacement, spot curb and gutter removal and replacement, driveway pavement removal and replacement, landscape restoration and other associated improvements.

Client: Village of Libertyville/Mundelein/Vernon Hills/ Libertyville Township
Project Manager: John Briggs
Project: 2022 MFT Roadway Improvements
Bid Opening Date: 4485.279
GHA Project 4485.279
Bid Opening Location: Mundelein Public Works

				Engineer's Opinion of Probable Cost		***BID TABULATION***					
						Peter Baker & Son Co. Lake Bluff, IL		*Brothers Asphalt Paving, Inc Addison, IL*		*Builders Paving, LLC Hillside, IL*	
	Base Bid										
Item No.		Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
20201200	Removal and Disposal of Unsuitable Material	40	CY	$25.00	$1,000.00	$40.00	$1,600.00	$50.00	$2,000.00	$60.00	$2,400.00
20700110	Porous Granular Embankment	40	CY	$20.00	$800.00	$35.00	$1,400.00	$50.00	$2,000.00	$80.00	$3,200.00
40600290	Bituminous Material (Tack Coat)	100,160	LB	$0.25	$25,040.00	$0.01	$1,001.60	$0.10	$10,016.00	$0.01	$1,001.60
40600400	Mixtures for Cracks, Joints and Flangeways	135	Ton	$150.00	$20,250.00	$100.00	$13,500.00	$300.00	$40,500.00	$400.00	$54,000.00
40600625	Leveling Binder (Machine Method), N50	8,785	Ton	$85.00	$746,725.00	$75.20	$660,632.00	$81.00	$711,585.00	$82.00	$720,370.00
40600825	Polymerized Leveling Binder (Machine Method), N50	430	Ton	$115.00	$49,450.00	$98.00	$42,140.00	$97.00	$41,710.00	$105.00	$45,150.00
40600900	Hot-Mix Asphalt Binder Course (Hand Method), N50	10	Ton	$95.00	$950.00	$60.00	$600.00	$100.00	$1,000.00	$165.00	$1,650.00
40600982	Hot-Mix Asphalt Surface Removal - Butt Joint	1,500	SQYD	$5.50	$8,250.00	$1.00	$1,500.00	$3.00	$4,500.00	$10.00	$15,000.00
40602978	Hot-Mix Asphalt Binder Course, IL-19.0, N50	280	Ton	$76.00	$21,280.00	$70.00	$19,600.00	$97.00	$27,160.00	$98.00	$27,440.00
40603335	Hot-Mix Asphalt Surface Course, Mix D, N50	13,470	Ton	$80.00	$1,077,600.00	$77.00	$1,037,190.00	$85.00	$1,144,950.00	$84.40	$1,136,868.00
42400200	P.C.C. Sidewalk, 5 Inch	20,870	SQFT	$7.50	$156,525.00	$6.45	$134,611.50	$7.29	$152,142.30	$6.95	$145,046.50
42400300	P.C.C. Sidewalk, 6 Inch	500	SF	$8.00	$4,000.00	$6.95	$3,475.00	$7.29	$3,645.00	$6.95	$3,475.00
44000500	Combination Curb and Gutter Removal	2,640	FT	$5.00	$13,200.00	$3.00	$7,920.00	$3.15	$8,316.00	$3.00	$7,920.00
44000600	Sidewalk Removal	21,300	SQFT	$2.00	$42,600.00	$1.00	$21,300.00	$1.05	$22,365.00	$1.00	$21,300.00
44000157	Hot-Mix Asphalt Surface Removal, 2"	12,765	SQYD	$2.25	$28,721.25	$1.91	$24,381.15	$2.25	$28,721.25	$2.40	$30,636.00
44000158	Hot-Mix Asphalt Surface Removal, 2.25"	58,110	SQYD	$2.50	$145,275.00	$2.15	$124,936.50	$2.25	$130,747.50	$3.30	$191,763.00
44000161	Hot-Mix Asphalt Surface Removal, 3"	59,510	SQYD	$3.50	$208,285.00	$3.78	$224,947.80	$3.00	$178,530.00	$4.25	$252,917.50
44000163	Hot-Mix Asphalt Surface Removal, 3.5"	11,635	SQYD	$3.75	$43,631.25	$3.15	$36,650.25	$3.00	$34,905.00	$4.60	$53,521.00
44200301	Class C Patches, Type I, 6 Inch	120	SQYD	$60.00	$7,200.00	$55.00	$6,600.00	$57.75	$6,930.00	$55.00	$6,600.00
44200305	Class C Patches, Type II, 6 Inch	215	SQYD	$60.00	$12,900.00	$55.00	$11,825.00	$57.75	$12,416.25	$55.00	$11,825.00
44200309	Class C Patches, Type III, 6 Inch	355	SQYD	$55.00	$19,525.00	$55.00	$19,525.00	$57.75	$20,501.25	$55.00	$19,525.00
44200311	Class C Patches, Type IV, 6 Inch	1,115	SQYD	$55.00	$61,325.00	$55.00	$61,325.00	$57.75	$64,391.25	$55.00	$61,325.00
44201333	Class C Patches, Type III, 8 Inch	20	SQYD	$80.00	$1,600.00	$65.00	$1,300.00	$68.25	$1,365.00	$65.00	$1,300.00
44201335	Class C Patches, Type IV, 8 Inch	165	SQYD	$85.00	$14,025.00	$65.00	$10,725.00	$68.25	$11,261.25	$65.00	$10,725.00
44201692	Class D Patches, Type II, 4 Inch	435	SQYD	$30.00	$13,050.00	$25.00	$10,875.00	$40.00	$17,400.00	$45.00	$19,575.00
44201694	Class D Patches, Type III, 4 Inch	435	SQYD	$30.00	$13,050.00	$25.00	$10,875.00	$40.00	$17,400.00	$40.00	$17,400.00
44201696	Class D Patches, Type IV, 4 Inch	580	SQYD	$30.00	$17,400.00	$25.00	$14,500.00	$40.00	$23,200.00	$35.00	$20,300.00
44201745	Class D Patches, Type III, 8 Inch	525	SQYD	$50.00	$26,250.00	$35.00	$18,375.00	$65.00	$34,125.00	$85.00	$44,625.00
44201747	Class D Patches, Type IV, 8 Inch	1,265	SQYD	$50.00	$63,250.00	$35.00	$44,275.00	$65.00	$82,225.00	$70.00	$88,550.00
48101498	Aggregate Shoulder Wedge, Type B	410	Ton	$50.00	$20,500.00	$68.00	$27,880.00	$40.00	$16,400.00	$40.00	$16,400.00
60257900	Manholes to be Reconstructed	1	Each	$3,500.00	$3,500.00	$1,825.00	$1,825.00	$1,732.50	$1,732.50	$1,650.00	$1,650.00
60262700	Inlets to be Reconstructed	2	Each	$2,000.00	$4,000.00	$1,465.00	$2,930.00	$1,155.00	$2,310.00	$1,100.00	$2,200.00

60218300	MH-TY A-4' Dia-Type 1 F, OL	2	Each	$7,500.00	$15,000.00	$2,475.00	$4,950.00	$8,662.50	$17,325.00	$8,250.00	$16,500.00
60240210	Inlets-B-3'-Type 1 F, OL	2	Each	$3,500.00	$7,000.00	$1,580.00	$3,160.00	$4,357.50	$8,715.00	$4,150.00	$8,300.00
60300105	Frames and Grates to be Adjusted	118	Each	$460.00	$54,280.00	$400.00	$47,200.00	$446.25	$52,657.50	$425.00	$50,150.00
60603800	Combination Concrete Curb & Gutter, Type B-6.12	660	FT	$36.00	$23,760.00	$27.00	$17,820.00	$28.35	$18,711.00	$27.00	$17,820.00
60604400	Combination Concrete Curb & Gutter, Type B-6.18	1,790	FT	$36.00	$64,440.00	$35.00	$62,650.00	$36.75	$65,782.50	$35.00	$62,650.00
60608572	Combination Concrete Curb & Gutter, Type M-4.18	290	FT	$40.00	$11,600.00	$35.00	$10,150.00	$36.75	$10,657.50	$35.00	$10,150.00
70102620	Traffic Control and Protection, STD 701501 (Libertyville)	1	LS	$50,000.00	$50,000.00	$43,810.45	$43,810.45	$47,511.70	$47,511.70	$10,000.00	$10,000.00
70102620	Traffic Control and Protection, STD 701501 (Mundelein)	1	LS	$35,000.00	$35,000.00	$62,120.00	$62,120.00	$4,229.40	$4,229.40	$10,000.00	$10,000.00
70102620	Traffic Control and Protection, STD 701501 (Vernon Hills)	1	LS	$40,000.00	$40,000.00	$37,560.75	$37,560.75	$6,042.75	$6,042.75	$11,000.00	$11,000.00
70102620	Traffic Control and Protection, STD 701501 (Libertyville Township)	1	LS	$15,000.00	$15,000.00	$25,506.25	$25,506.25	$2,820.30	$2,820.30	$2,949.90	$2,949.90
78000100	Thermoplastic Pavement Marking - Letters & Symbols	130	SQFT	$5.00	$650.00	$5.00	$650.00	$5.25	$682.50	$5.00	$650.00
78000200	Thermoplastic Pavement Marking - Line 4"	19,500	FT	$1.00	$19,500.00	$0.75	$14,625.00	$0.78	$15,210.00	$0.75	$14,625.00
78000400	Thermoplastic Pavement Marking - Line 6"	1,480	FT	$3.25	$4,810.00	$0.90	$1,332.00	$0.94	$1,391.20	$0.90	$1,332.00
78000600	Thermoplastic Pavement Marking - Line 12"	200	FT	$5.00	$1,000.00	$2.00	$400.00	$2.10	$420.00	$2.00	$400.00
78000650	Thermoplastic Pavement Marking - Line 24"	325	FT	$8.50	$2,762.50	$5.00	$1,625.00	$5.25	$1,706.25	$5.00	$1,625.00
78100100	Raised Reflective Pavement Marker	40	Each	$70.00	$2,800.00	$96.00	$3,840.00	$100.80	$4,032.00	$96.00	$3,840.00
Z0033700	Longitudinal Joint Sealant	17,350	FT	$2.75	$47,712.50	$2.22	$38,517.00	$2.48	$43,028.00	$2.25	$39,037.50
-	Detectable Warnings	1,300	SQFT	$42.00	$54,600.00	$33.00	$42,900.00	$34.65	$45,045.00	$33.00	$42,900.00
-	Landscape Restoration	2,125	SQYD	$10.00	$21,250.00	$8.00	$17,000.00	$8.40	$17,850.00	$12.00	$25,500.00
-	Utility Structure to be Adjusted (Storm or Water)	60	Each	$750.00	$45,000.00	$470.00	$28,200.00	$682.50	$40,950.00	$650.00	$39,000.00
-	Utility Structure Ring Mortaring (Storm or Water)	10	Each	$250.00	$2,500.00	$210.00	$2,100.00	$262.50	$2,625.00	$250.00	$2,500.00
-	Sanitary MH Frame & Lid to be Adjusted (Special)	25	Each	$1,500.00	$37,500.00	$1,650.00	$41,250.00	$1,207.50	$30,187.50	$1,150.00	$28,750.00
-	Water Service Box to be Adjusted	3	Each	$250.00	$750.00	$360.00	$1,080.00	$157.50	$472.50	$150.00	$450.00
-	HMA Driveway, Remove and Replace, 3”	865	SQYD	$55.00	$47,575.00	$52.55	$45,455.75	$40.00	$34,600.00	$68.00	$58,820.00
-	Brick Paver Driveway, Remove and Replace	20	SQYD	$70.00	$1,400.00	$140.00	$2,800.00	$126.00	$2,520.00	$140.00	$2,800.00
-	P.C.C. Driveway Pavement, 6 Inch	475	SQYD	$90.00	$42,750.00	$60.00	$28,500.00	$63.00	$29,925.00	$60.00	$28,500.00
-	Concrete Curb and Gutter Removal and Replacement	10,125	FT	$28.00	$283,500.00	$29.00	$293,625.00	$30.45	$308,306.25	$29.00	$293,625.00
-	Partial Depth Removal, 2 Inch	750	SQYD	$25.00	$18,750.00	$20.00	$15,000.00	$25.00	$18,750.00	$23.00	$17,250.00
-	Aggregate Pavement Sub-Base Repair	100	SY	$90.00	$9,000.00	$15.00	$1,500.00	$30.00	$3,000.00	$35.00	$3,500.00
-	Storm Structure Removal	3	Each	$1,250.00	$3,750.00	$900.00	$2,700.00	$367.50	$1,102.50	$350.00	$1,050.00
-	Storm Sewer Connection	6	Each	$750.00	$4,500.00	$925.00	$5,550.00	$719.25	$4,315.50	$685.00	$4,110.00
-	Trench Backfill	585	CY	$85.00	$49,725.00	$3.20	$1,872.00	$49.35	$28,869.75	$47.00	$27,495.00
-	Storm Sewer, PVC SDR 18, 12"	120	FT	$120.00	$14,400.00	$229.00	$27,480.00	$173.25	$20,790.00	$165.00	$19,800.00
-	Storm Sewer, PVC SDR 18, 15"	450	FT	$125.00	$56,250.00	$253.00	$113,850.00	$194.25	$87,412.50	$185.00	$83,250.00
				Total Bid:	**$3,959,672.50**		**$3,647,000.00**		**$3,834,094.65**		**$3,975,988.00**

QUANTITY BREAKOUT SCHEDULE

Item No.	Items	Unit	Total	Libertyville	Mundelein	Vernon Hills	Libertyville Township
20201200	Removal and Disposal of Unsuitable Material	CY	40	-	-	-	40
20700110	Porous Granular Embankment	CY	40	-	-	-	40
40600290	Bituminous Material (Tack Coat)	LB	100,160	19,110	21,800	39,500	19,750
40600400	Mixtures for Cracks, Joints and Flangeways	Ton	135	65	40	30	-
40600625	Leveling Binder (Machine Method), N50	Ton	8,785	1,960	2,460	2,700	1,665
40600825	Polymerized Leveling Binder (Machine Method), N50	Ton	430	430	-	-	-
40600900	Hot-Mix Asphalt Binder Course (Hand Method), N50	Ton	10	10	-	-	-
40600982	Hot-Mix Asphalt Surface Removal - Butt Joint	SQYD	1,500	1,325	-	-	175
40602978	Hot-Mix Asphalt Binder Course, IL-19.0, N50	Ton	280	280	-	-	-
40603335	Hot-Mix Asphalt Surface Course, Mix D, N50	Ton	13,470	2,530	2,410	5,200	3,330
42400200	P.C.C. Sidewalk, 5 Inch	SQFT	20,870	620	4,650	15,600	-
42400300	P.C.C. Sidewalk, 6 Inch	SF	500	-	500	-	-
44000500	Combination Curb and Gutter Removal	FT	2,640	2,640	-	-	-
44000600	Sidewalk Removal	SQFT	21,300	550	5,150	15,600	-
44000157	Hot-Mix Asphalt Surface Removal, 2"	SQYD	12,765	-	-	-	12,765
44000158	Hot-Mix Asphalt Surface Removal, 2.25"	SQYD	58,110	-	-	58,110	-
44000161	Hot-Mix Asphalt Surface Removal, 3"	SQYD	59,510	15,835	27,250	-	16,425
44000163	Hot-Mix Asphalt Surface Removal, 3.5"	SQYD	11,635	11,635	-	-	-
44200301	Class C Patches, Type I, 6 Inch	SQYD	120	110	-	-	10
44200305	Class C Patches, Type II, 6 Inch	SQYD	215	205	-	-	10
44200309	Class C Patches, Type III, 6 Inch	SQYD	355	345	-	-	10
44200311	Class C Patches, Type IV, 6 Inch	SQYD	1,115	1,115	-	-	-
44201333	Class C Patches, Type III, 8 Inch	SQYD	20	20	-	-	-
44201335	Class C Patches, Type IV, 8 Inch	SQYD	165	165	-	-	-
44201692	Class D Patches, Type II, 4 Inch	SQYD	435	-	-	-	435
44201694	Class D Patches, Type III, 4 Inch	SQYD	435	-	-	-	435
44201696	Class D Patches, Type IV, 4 Inch	SQYD	580	-	-	-	580
44201745	Class D Patches, Type III, 8 Inch	SQYD	525	-	525	-	-
44201747	Class D Patches, Type IV, 8 Inch	SQYD	1,265	-	1,265	-	-
48101498	Aggregate Shoulder Wedge, Type B	Ton	410	-	-	-	410
60257900	Manholes to be Reconstructed	Each	1	1	-	-	-
60262700	Inlets to be Reconstructed	Each	2	2	-	-	-
60218300	MH-TY A-4' Dia-Type 1 F, OL	Each	2	-	2	-	-
60240210	Inlets-B-3'-Type 1 F, OL	Each	2	-	2	-	-
60300105	Frames and Grates to be Adjusted	Each	118	40	-	78	-
60603800	Combination Concrete Curb & Gutter, Type B-6.12	FT	660	660	-	-	-
60604400	Combination Concrete Curb & Gutter, Type B-6.18	FT	1,790	1,790	-	-	-
60608572	Combination Concrete Curb & Gutter, Type M-4.18	FT	290	290	-	-	-
70102620	Traffic Control and Protection, STD 701501 (Libertyville)	LS	1	1	-	-	-
70102620	Traffic Control and Protection, STD 701501 (Mundelein)	LS	1	-	1	-	-
70102620	Traffic Control and Protection, STD 701501 (Vernon Hills)	LS	1	-	-	1	-
70102620	Traffic Control and Protection, STD 701501 (Libertyville Township)	LS	1	-	-	-	1
78000100	Thermoplastic Pavement Marking - Letters & Symbols	SQFT	130	-	20	-	110
78000200	Thermoplastic Pavement Marking - Line 4"	FT	19,500	-	-	-	19,500
78000400	Thermoplastic Pavement Marking - Line 6"	FT	1,480	850	530	-	100
78000600	Thermoplastic Pavement Marking - Line 12"	FT	200	-	150	-	50
78000650	Thermoplastic Pavement Marking - Line 24"	FT	325	305	-	-	20
78100100	Raised Reflective Pavement Marker	Each	40	-	-	-	40
Z0033700	Longitudinal Joint Sealant	FT	17,350	8,730	-	-	8,620
-	Detectable Warnings	SQFT	1,300	200	140	960	-
-	Landscape Restoration	SQYD	2,125	725	1,400	-	-
-	Utility Structure to be Adjusted (Storm or Water)	Each	60	-	60	-	-
-	Utility Structure Ring Mortaring (Storm or Water)	Each	10	-	10	-	-
-	Sanitary MH Frame & Lid to be Adjusted (Special)	Each	25	-	25	-	-
-	Water Service Box to be Adjusted	Each	3	-	3	-	-
-	HMA Driveway, Remove and Replace, 3”	SQYD	865	500	115	-	250
-	Brick Paver Driveway, Remove and Replace	SQYD	20	20	-	-	-
-	P.C.C. Driveway Pavement, 6 Inch	SQYD	475	140	275	60	-
-	Concrete Curb and Gutter Removal and Replacement	FT	10,125	-	3,625	6,500	-
-	Partial Depth Removal, 2 Inch	SQYD	750		-	750	-
-	Aggregate Pavement Sub-Base Repair	SY	100	100	-	-	-
-	Storm Structure Removal	Each	3	-	3	-	-
-	Storm Sewer Connection	Each	6	-	6	-	-
-	Trench Backfill	CY	585	-	585	-	-
-	Storm Sewer, PVC SDR 18, 12"	FT	120	-	120	-	-
-	Storm Sewer, PVC SDR 18, 15"	FT	450	-	450	-	-

	Libertyville	Mundelein	Vernon Hills	Township	
$40.00	$0.00	$0.00	$0.00	$1,600.00	$1,600.00
$35.00	$0.00	$0.00	$0.00	$1,400.00	$1,400.00
$0.01	$191.10	$218.00	$395.00	$197.50	$1,001.60
$100.00	$6,500.00	$4,000.00	$3,000.00	$0.00	$13,500.00
$75.20	$147,392.00	$184,992.00	$203,040.00	$125,208.00	$660,632.00
$98.00	$42,140.00	$0.00	$0.00	$0.00	$42,140.00
$60.00	$600.00	$0.00	$0.00	$0.00	$600.00
$1.00	$1,325.00	$0.00	$0.00	$175.00	$1,500.00
$70.00	$19,600.00	$0.00	$0.00	$0.00	$19,600.00
$77.00	$194,810.00	$185,570.00	$400,400.00	$256,410.00	$1,037,190.00
$6.45	$3,999.00	$29,992.50	$100,620.00	$0.00	$134,611.50
$6.95	$0.00	$3,475.00	$0.00	$0.00	$3,475.00
$3.00	$7,920.00	$0.00	$0.00	$0.00	$7,920.00
$1.00	$550.00	$5,150.00	$15,600.00	$0.00	$21,300.00
$1.91	$0.00	$0.00	$0.00	$24,381.15	$24,381.15
$2.15	$0.00	$0.00	$124,936.50	$0.00	$124,936.50
$3.78	$59,856.30	$103,005.00	$0.00	$62,086.50	$224,947.80
$3.15	$36,650.25	$0.00	$0.00	$0.00	$36,650.25
$55.00	$6,050.00	$0.00	$0.00	$550.00	$6,600.00
$55.00	$11,275.00	$0.00	$0.00	$550.00	$11,825.00
$55.00	$18,975.00	$0.00	$0.00	$550.00	$19,525.00
$55.00	$61,325.00	$0.00	$0.00	$0.00	$61,325.00
$65.00	$1,300.00	$0.00	$0.00	$0.00	$1,300.00
$65.00	$10,725.00	$0.00	$0.00	$0.00	$10,725.00
$25.00	$0.00	$0.00	$0.00	$10,875.00	$10,875.00
$25.00	$0.00	$0.00	$0.00	$10,875.00	$10,875.00
$25.00	$0.00	$0.00	$0.00	$14,500.00	$14,500.00
$35.00	$0.00	$18,375.00	$0.00	$0.00	$18,375.00
$35.00	$0.00	$44,275.00	$0.00	$0.00	$44,275.00
$68.00	$0.00	$0.00	$0.00	$27,880.00	$27,880.00
$1,825.00	$1,825.00	$0.00	$0.00	$0.00	$1,825.00
$1,465.00	$2,930.00	$0.00	$0.00	$0.00	$2,930.00
$2,475.00	$0.00	$4,950.00	$0.00	$0.00	$4,950.00
$1,580.00	$0.00	$3,160.00	$0.00	$0.00	$3,160.00
$400.00	$16,000.00	$0.00	$31,200.00	$0.00	$47,200.00
$27.00	$17,820.00	$0.00	$0.00	$0.00	$17,820.00
$35.00	$62,650.00	$0.00	$0.00	$0.00	$62,650.00
$35.00	$10,150.00	$0.00	$0.00	$0.00	$10,150.00
$43,810.45	$43,810.45	$0.00	$0.00	$0.00	$43,810.45
$62,120.00	$0.00	$62,120.00	$0.00	$0.00	$62,120.00
$37,560.75	$0.00	$0.00	$37,560.75	$0.00	$37,560.75
$25,506.25	$0.00	$0.00	$0.00	$25,506.25	$25,506.25
$5.00	$0.00	$100.00	$0.00	$550.00	$650.00
$0.75	$0.00	$0.00	$0.00	$14,625.00	$14,625.00
$0.90	$765.00	$477.00	$0.00	$90.00	$1,332.00
$2.00	$0.00	$300.00	$0.00	$100.00	$400.00
$5.00	$1,525.00	$0.00	$0.00	$100.00	$1,625.00
$96.00	$0.00	$0.00	$0.00	$3,840.00	$3,840.00
$2.22	$19,380.60	$0.00	$0.00	$19,136.40	$38,517.00
$33.00	$6,600.00	$4,620.00	$31,680.00	$0.00	$42,900.00
$8.00	$5,800.00	$11,200.00	$0.00	$0.00	$17,000.00
$470.00	$0.00	$28,200.00	$0.00	$0.00	$28,200.00
$210.00	$0.00	$2,100.00	$0.00	$0.00	$2,100.00
$1,650.00	$0.00	$41,250.00	$0.00	$0.00	$41,250.00
$360.00	$0.00	$1,080.00	$0.00	$0.00	$1,080.00
$52.55	$26,275.00	$6,043.25	$0.00	$13,137.50	$45,455.75
$140.00	$2,800.00	$0.00	$0.00	$0.00	$2,800.00
$60.00	$8,400.00	$16,500.00	$3,600.00	$0.00	$28,500.00
$29.00	$0.00	$105,125.00	$188,500.00	$0.00	$293,625.00
$20.00	$0.00	$0.00	$15,000.00	$0.00	$15,000.00
$15.00	$1,500.00	$0.00	$0.00	$0.00	$1,500.00
$900.00	$0.00	$2,700.00	$0.00	$0.00	$2,700.00
$925.00	$0.00	$5,550.00	$0.00	$0.00	$5,550.00
$3.20	$0.00	$1,872.00	$0.00	$0.00	$1,872.00
$229.00	$0.00	$27,480.00	$0.00	$0.00	$27,480.00
$253.00	$0.00	$113,850.00	$0.00	$0.00	$113,850.00
		$0.00			$3,647,000.00
Totals	$859,414.70	$1,017,729.75	$1,155,532.25	$614,323.30	Grand Total $3,647,000.00

INTERGOVERNMENTAL AGREEMENT ESTABLISHING
A JOINT PAVEMENT REHABILITATION PROGRAM
FOR THE VILLAGES OF
LIBERTYVILLE, MUNDELEIN, VERNON HILLS AND LIBERTYVILLE TOWNSHIP ROAD DISTRICT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into as of the 1st day of February, 2019, by, between, and among the Lake County municipalities and township of:

1. The **VILLAGE OF LIBERTYVILLE,** an Illinois non-home rule municipal corporation ***("Libertyville");*** and
2. The **VILLAGE OF MUNDELEIN,** an Illinois home rule municipal corporation ***("Mundelein");*** and
3. The **VILLAGE OF VERNON HILLS,** an Illinois home rule municipal corporation ***("Vernon Hills");*** and
4. The **LIBERTYVILLE TOWNSHIP ROAD DISTRICT**, a body politic and corporate in Lake County, Illinois ***("Township").***

Libertyville, Mundelein, Vernon Hills and the Township are collectively referred to in this Agreement as the ***"Parties",*** and individually as ***"Party".***

WITNESSETH:

WHEREAS, the previous Intergovernmental Agreement dated December 1, 2018 between Libertyville, Mundelein and Vernon Hills for a joint roadway pavement rehabilitation program is hereby rescinded by this new Agreement; and

WHEREAS, the Parties have individually and collectively determined that combining their respective annual roadway pavement rehabilitation programs, including related utility work on the affected roads (collectively, ***"Program")*** could provide potential savings through a joint project bid; and

WHEREAS, the Parties desire to establish an Intergovernmental Agreement between and among **Libertyville, Mundelein, Vernon Hills and the Township** to facilitate intergovernmental cooperation for a joint bid for the implementation of the Program; and

WHEREAS, to achieve these and other related objectives, the Parties desire to continue to utilize the powers and authority granted to them, individually and collectively, pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.;* the home rule powers of **Mundelein** and **Vernon Hills;** Article VII, Section 10 of the Illinois Constitution of 1970; and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.;* and

WHEREAS, after full consideration of all planning, fiscal, and other intergovernmental issues affecting this matter, each of the Parties has determined that it is in the best interests of its citizens and of the general public welfare that this Agreement be executed and implemented by the Parties; and

WHEREAS, the Parties have each approved this Agreement by an ordinance or resolution duly adopted by the Party's corporate authorities;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein made and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, and pursuant to all applicable statutes and local ordinances, specifically including, but without limitation, the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.;* the home rule powers of **Mundelein** and **Vernon Hills;** Article VII, Section 10 of the Illinois Constitution of 1970; and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.,* the Parties do hereby enter into the following:

SECTION 1. RECITALS.

The foregoing recitals are, by this reference, incorporated into and made a part of this Agreement.

SECTION 2. PURPOSE.

This Agreement is made for the purpose of establishing all of the authority, powers, and resources necessary and convenient to allow the Parties to jointly and efficiently address a common Program. This Agreement is further intended to allow the Parties to independently seek available local, state, and federal funds and other resources to assist in addressing the Program identified by the Parties as necessary, and being appropriate for, the joint action of the Parties.

SECTION 3. TERM.

A. Effective Date. This Agreement shall take effect as of February 1, 2019.

B. Term; Renewal. The term of this Agreement shall be one (1) year from the effective date of this Agreement (the ***"Initial Term").*** The Agreement shall automatically renew for another one (1) year period (the ***"Subsequent Term"),*** among those Parties that have not given written notification of intent to terminate this Agreement not less than ninety (90) days prior to the expiration of the Initial Term, or unless the Agreement is otherwise terminated as set forth in Section 6 herein. At the end of any Subsequent Term, the Agreement shall continue to automatically renew for an additional one year period among the Parties that have not given notice of intent to terminate in the same manner as is provided in this Section.

C. **Governance.** The Agreement shall be managed, and the duties under this Agreement performed, by the respective chief administrative officers of each Party, or their respective duly authorized representatives or designees ***("Party Representative").*** Each Party Representative shall operate and act with respect to Agreement affairs and actions only pursuant to action duly authorized by the Party Representative's corporate authorities. Unless otherwise unanimously agreed to by the Party Representatives with respect to a specific action or policy, all actions pursuant to the Agreement shall be taken or established only by the unanimous consent of the Party Representatives.

SECTION 4. GENERAL COOPERATION.

The Parties acknowledge and agree to cooperate with each other in furtherance of the purposes, goals, and objectives of the Agreement. Cooperation required by this Agreement specifically includes, but is not limited to, the sharing and joint utilization by and among the Parties of information and other materials possessed or developed by the Parties, either individually or collectively, and necessary to investigate, identify, and otherwise document the Pavement Rehabilitation Program.

SECTION 5. CONTRACTING PROCESS; PAYMENTS AND EXPENSES

A. **Official Coordinator.** For the Initial Term of this Agreement, **Mundelein, Vernon Hills and the Township** shall each prepare and submit information about their proposed scope of work for their respective portions of the Program for year 2019 to **Libertyville,** who will serve as the Official Coordinator to bid the joint 2019 Pavement Rehabilitation Program. Thereafter, for Subsequent Terms, if any, the role of the Official Coordinator will rotate, as mutually agreed, among the Parties participating in the Pavement Rehabilitation Program.

B. **Procedure for Developing Request for Proposals.** At such time as the Parties desire to advertise for and solicit competitive sealed bids ***("Sealed Bids")*** from contractors for the Program, the Parties shall agree to follow the following process:

i. The parties shall meet and confer and agree upon a set of technical specifications and requirements (***"Technical Requirements"***) and bidding and contract documents (***"Contract Package"***) for the Program.

ii. All parties shall have an adequate opportunity to review and comment on the Technical Requirements and Contract Package, and shall provide such comments to the Official Coordinator. Revised drafts of the Technical Requirements and Contract Package shall be prepared and reviewed by the Parties until such time as the Parties have approved these documents. The Contract Package and related specifications shall clearly delineate the work to be performed for each Party.

iii. When all Parties are satisfied with the Technical Requirements and Contract Package, the Official Coordinator will advertise and make available for review such Technical Requirements and Contract Package in order to solicit prospective contractors or suppliers to solicit Sealed Bids and shall establish a deadline for the submission of Sealed Bids.

iv. During the time following the issuance of the Technical Requirements and Contract Package, and prior to the deadline for submission of Sealed Bids, the Official Coordinator may issue addendum(s) to the prospective contractors as may be necessary to respond to the inquiries of such prospective contractors or to clarify the Technical Requirements and Contract Package. The Official Coordinator shall consult with the other Parties prior to issuing any such addenda. The Parties shall refer any inquiries or issues received or identified regarding the Technical Requirements and Contract Package to the Official Coordinator for possible inclusion in such an addendum.

v. Following receipt of the Sealed Bids, the Official Coordinator shall provide copies of the Sealed Bids to each of the Parties. The Party Representatives shall examine and review the Sealed Bids and shall confer to discuss the Sealed Bids and to recommend to the Parties which contractor shall be selected.

vi. The corporate authorities of the Party serving as Official Coordinator shall approve or reject the award of the contract for the Program ("Construction Contract") following approval by the corporate authorities of the other Parties, by resolution.

C. **Administration by the Official Coordinator and Parties.** The Official Coordinator and Parties shall have the right and obligation to manage the Construction Contract with the selected contractor for the Program. Such duties shall include, without limitation, meetings with representatives of the contractor, reviews of technical and administrative data, establishing testing programs, monitoring schedules and performance, ensuring that required repair and maintenance responsibilities are performed by the contractor, and the enforcement of the terms and conditions of the Construction Contract and the bonds and insurance required under the Construction Contract. All the Parties shall work together to achieve consensus regarding any alleged failures of the performance of either the contractor, or the work by the contractor, under the Construction Contract. No lawsuit to enforce the Construction Contract or the bonds shall be filed without the consensus of all Parties.

D. **Expenses.** The Parties acknowledge and agree to use their respective staffs and resources, at no cost to any other Party, for actions undertaken by or on behalf of one of the Parties. Each Party shall be responsible for, and each Party agrees to pay, its own expenses incurred for professional services, including legal fees, engineering inspection, quality control and pavement testing, and any and all other expenses incurred by that Party during construction of the Program under the Construction Contract. Any expenses to be shared between the Parties shall be approved in advance, and in writing, by each Party.

E. **Insurance**. The contractor to whom the Construction Contract is awarded to will be required to obtain and maintain, for the duration of the Construction Contract, an appropriate individual Certificate of Insurance for each Party.

All certificates of insurance must be accompanied by a separate endorsement, which designates as an additional insured each Party separately and its officers, agents and employees. The endorsement must demonstrate, in a manner acceptable to each Party, that the endorsement has been bound by the insurance company. An example may include, but not limited to, being signed by an officer of the insurance company issuing the policy or by an authorized, designated agent of that insurance company.

The certificate and the insurance policies required shall contain a provision that coverage afforded under the policies will not be canceled or, non-renewed, and that a restrictive modification cannot be added until at least thirty days after written notice has been given to each Party. A mere intent to notify of cancellation is unacceptable. Insurance coverage that is to remain in force and effect after completion of the construction will require an additional certificate(s) evidencing continuation of such coverage.

F. **Bonds.** The contractor to whom the Construction Contract is awarded to will be required to obtain and maintain, for the duration of the Construction Contract, separate bonds for each Party, each in the amount for all of the work under the Construction Contract for each Party. The Parties shall file such claims and take such actions as may be necessary to resolve any issues raised by any Party pursuant to the bond for their respective work.

G. **Payments.** Pursuant to this Agreement, each Party shall be responsible to pay its respective share of the cost of the Program pursuant to the Construction Contract. The Construction Contract shall provide that the Contractor and/or suppliers shall only seek payment from a Party for its respective share of the cost of the Program based upon the delineation of Program work related to such Party as set forth in the Contract Package and related specifications. Each Party shall budget and appropriate sufficient funds to pay its respective share of the cost of the Construction Contract within its respective jurisdiction by an ordinance or resolution approved by the Party's corporate authorities.

H. **Payout to the Contractor.** The Parties acknowledge and agree that the contractor will submit a separate application for payments to each Party for the work on the Program within that Party's jurisdiction, and each Party will be separately responsible for approving contractor's invoicing and payouts. Each Party will pay the contractor directly for each approved payment application for work on the Program within its jurisdiction and provide a report of such payment to the Official Coordinator. In the event that a lien on public funds is claimed by any subcontractor or supplier for work under the Construction Contract, the Party receiving notice of such a claim shall notify the other Parties, and the Parties shall coordinate their response to the lien claim in the manner required by law.

I. **MFT Section Closing.** The Parties acknowledge and agree that each Party will be responsible for managing and closing its respective MFT accounts, including any auditing, with the Illinois Department of Transportation.

SECTION 6. WITHDRAWAL; TERMINATION.

A. **Right to Withdraw**. Any Party may withdraw from this Agreement prior to going out to bid on the Pavement Rehabilitation Program in the Initial Term or any Subsequent Term.

B. **Dissolution and Termination**. In addition to the termination provisions set forth in Section 3.B of this Agreement, the Agreement shall be dissolved and terminated (i) upon the written agreement of all the Parties hereto; or (ii) upon the event of only one Party remaining as a party to this Agreement.

SECTION 7. GENERAL PROVISIONS.

A. **Notices.** All notices and other materials shall be delivered to all Parties. All notices required to be delivered to any Parties pursuant to this Agreement shall be in writing and shall be deemed delivered to the Party when delivered in person or by express mail or messenger, or three (3) days after deposit thereof in any main branch of the United States Post Office, properly addressed to the Party's principal office and to the attention of the Party's chief administrative official. All notices related to the Technical Requirements of the Program and routine compliance with the Construction Contract may be coordinated by the Party Representatives by electronic mail or other means of communication, as appropriate.

Notices and communications to each Party shall be addressed to; and delivered at the following address:

Libertyville:
Village of Libertyville
200 E. Cook Avenue
Libertyville, IL 60048
Attention: Director of Public Works

Mundelein:
Village of Mundelein
300 Plaza Circle
Mundelein, IL 60060
Attention: Director of Public Works

Vernon Hills:
Village of Vernon Hills
290 Evergreen Parkway
Vernon Hills, IL 60061
Attention: Director of Public Works

Township:
Libertyville Township Road District
343 Merrill Court
Libertyville, IL 60048
Attention: Highway Commissioner

B. **Entire Agreement**. There are no representations, covenants, promises, or obligations not contained in this Agreement that form any part of this Agreement or upon which any of the Parties is relying in entering into this Agreement. This Agreement, and all covenants and provisions herein contained shall bind and inure to the benefit of each respective local governmental entity which is a party hereto and their respective successors and assigns.

C. **Severability.** If any provision of this Agreement is construed or held to be void, invalid, or unenforceable in any respect, the remaining provisions of this Agreement shall not be affected thereby but shall remain in full force and effect.

D. **Interpretation**. It is the express intent of the Parties that this Agreement shall be construed and interpreted so as to preserve its validity and enforceability as a whole. In case of any conflict among the provisions of this Agreement, the provision that best promotes and reflects the intent of the Parties shall control. The Parties hereto have been represented by counsel and have had full opportunity to discuss this Agreement prior to execution. This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting thereof. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

E. **Amendments and Modifications**. This Agreement shall not be modified, changed, altered, or amended without the duly authorized and written consent of each of the Parties by their respective corporate authorities and pursuant to ordinances or resolutions duly adopted and approved by the Party's corporate authorities. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved by the corporate authorities of each Party and properly executed in accordance with all applicable law.

F. **Authority to Execute**. Each Party hereby warrants and represents to each other Party that the person executing this Agreement on its behalf has been properly authorized to do so by the corporate authorities of the Party.

G. **No Third Party Beneficiaries**. Nothing in this Agreement shall create, or shall be construed or interpreted to create, any third party beneficiary rights.

H. **Indemnification.** Each Party hereby agrees to indemnify, hold harmless and defend the other Parties from and against any and all losses, claims, expenses and damages (including reasonable attorneys' fees) made against or incurred by another Party for any actions taken or failures to act by the Party in connection with the Construction Contract or the Program that arise out of the Construction Contract, the Program, or this Agreement, to the extent that such claims were not caused by actions, or failures to act,of another Party.

I. **Execution**. This Agreement shall be executed by all of the Parties in identical original duplicates and each of the duplicates shall, individually and taken together, constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have by their duty authorized officers and representatives set their hands and affixed their seals to be effective as of the date specified in Subsection 3A of this Agreement.

ATTEST:

By: _____
Village Clerk

VILLAGE OF LIBERTYVILLE

By: _____
Village Administrator

ATTEST:

By: _____
Village Clerk

VILLAGE OF MUNDELEIN

By: _____
Village President/Mayor

ATTEST:

By: _____
Village Clerk

VILLAGE OF VERNON HILLS

By: _____
Village Manager

ATTEST:

By: _____
Clerk

LIBERTYVILLE TOWNSHIP ROAD DISTRICT

By: _____
Highway Commissioner

March 11, 2022

GHA GEWALT HAMILTON ASSOCIATES, INC.
CONSULTING ENGINEERS

625 Forest Edge Drive, Vernon Hills, IL 60061
TEL 847.478.9700 ■ FAX 847.478.9701
www.gha-engineers.com

Mr. Paul Kendzior, P.E., CFM
Director of Public Works
Village of Libertyville
118 W. Cook Avenue
Libertyville, IL 60048

Re: 2022 MFT Roadway Improvements
Partnership Project
Bid Tabulation and Contract Award

Dear Mr. Kendzior:

On March 8, 2022, bid proposals for the above referenced project were received, opened and read aloud at the Mundelein Public Works and Engineering Facility. Bids were received from three (3) contractors, as-read they ranged from $3,647,000.00 to $3,975,988.00. The engineer's opinion of probable cost was $3,959,672.50. Attached is a summary of bids for your review.

The bids were reviewed and found to have no mathematical errors.

Based on the availability of funding, the Village of Libertyville may accept the bids and award their portion of the project contract to the apparent low bidder, Peter Baker & Son Co., in the bid amount of $859,414.70.

As with any other construction project, it is recommended that the Village Board add in a 5-10% contingency factor for additions or changes due to unforeseen conditions (generally below grade) to the proposed construction improvements.

We anticipate the starting date for this road maintenance project will begin after May 1, 2022, once the Contractor receives the Authorization to Proceed.

If you should have any questions, please contact our office.

Sincerely,
Gewalt Hamilton Associates, Inc.

John R. Briggs, P.E.
Senior Engineer

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: March 22, 2022

Agenda Item: Consideration of a Resolution Approving an Amendment to a Contract Between the Libertyville Fire Protection District and the Village of Libertyville

Staff Recommendation: Approve Resolution

Staff Contact: Richard M. Carani, Fire Chief

Background: The Libertyville Fire Protection District has been contracting with the Village of Libertyville for over eighty years to provide Fire, EMS, and Special Rescue Services to the residents of the Libertyville Fire Protection District. The current contract, set to expire in 2026, has been amended to include language regarding fee calculations, address capital projects and vehicles. A summary of which is provided below.

During the 2020-2021 budget and fee calculation process, the Fire Department budget decreased from the previous fiscal year. The existing funding formula in the contract was silent on the process of calculating the fee for service for the next fiscal year. Through negotiation, the Libertyville Fire Protection District agreed to fund their fee for service at the same rate as the previous year, preventing a reduction in revenue to the Village. To prevent this situation in the future, the Village and Fire District agreed to modify the contract language. Section 10 to the following; "***If the Village's fire department's budget for the fiscal year increases or remains the same as the prior year and the District's payment amount is calculated to be lower than the previous year's payment, the District agrees to use the previous year's contract payment. If the Village's fire department's budget for the fiscal year is reduced, the District's payment amount shall also be reduced accordingly."***

Section 10 of the existing contract, also required language to define who is responsible for funding Station 3 capital projects. The Fire Protection District added the following language to the contract to clarify this item: "***The District shall pay for all Capital improvements to Station 3. Capital improvements are any repair or replacement costs associated with Station 3 that exceeds five thousand dollars ($5,000.00)."***

The final change to the current contract includes a funding line item for capital vehicle replacement. The Libertyville Fire Protection District has agreed to add the following language to Section 10 of the contract: "***The District shall pay the Village thirty-five thousand dollars ($35,000) annually for its share of the fire department vehicle replacement fund, due June 1, 2022 and June 1 of each year thereafter. If the capital vehicle replacement fund is placed back***

into the Village's fire department budget, the District will no longer be responsible to pay thirty-five thousand dollars ($35,000) annually toward the vehicle replacement fund, instead the District shall be responsible for its share of the vehicle replacement fund as calculated as part of its contract payment to the Village."

Staff has reviewed the changes to the current contract for service with the Libertyville Fire Protection District and is recommending approval of the attached Resolution to authorize the Mayor to execute the contract with the Libertyville Fire Protection District for an additional 10 year term to expire in March of 2032.

RESOLUTION NO. 22-R-

A RESOLUTION AUTHORIZING A CONTRACT FOR FIRE SERVICES BETWEEN THE LIBERTYVILLE FIRE PROTECTION DISTRICT AND THE VILLAGE OF LIBERTYVILLE

WHEREAS, the Village of Libertyville is a municipal organization which operates a fulltime Fire and EMS Department; and

WHEREAS, the Libertyville Fire Protection District is a Fire District operating under the Fire District Act in Illinois; and

WHEREAS, the Libertyville Fire Protection District contracts with the Village of Libertyville to provide Fire, EMS, Special Rescue, Administrative and Fire Prevention Bureau Services to the residents of the Libertyville Fire Protection District; and

WHEREAS, the Village and Fire Protection District had a need to modify existing service contract language; and

WHEREAS, the contract modifications have been made and the term of the agreement extended to March of 2032,

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 Village of Libertyville Board of Trustees approves the Contract for Services between the Libertyville Fire Protection District and Village of Libertyville and authorizes the Mayor to sign the Agreement.

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

PASSED this 22th day of March 2022.

AYES:

NAYS:

ABSENT:

APPROVED this 22th day of March 2022.

_____
Donna Johnson, Village President

ATTEST:

_____
Luke Stowe, Village Clerk

CONTRACT

This contract entered into this ____ day of April, 2022, by and between the LIBERTYVILLE FIRE PROTECTION DISTRICT of Lake County, Illinois ("District"), duly organized as a Fire Protection District under the laws of Illinois, and the VILLAGE OF LIBERTYVILLE, Lake County, Illinois, a municipal corporation ("Village"):

WITNESSETH:

WHEREAS, the District is a municipal corporation organized and existing under the Illinois Compiled Statutes, 70 ILCS 705/0.01, *et seq.;* and

WHEREAS, the Village is a municipal corporation empowered to provide fire protection and ambulance service to the property within its boundaries; and

WHEREAS, the District is empowered under 70 ILCS 705/11a and 705/22, as amended, to contract with the Village to provide fire protection and ambulance service to the District; and

WHEREAS, the Village is authorized under 65 ILCS 5/11-6-2, as amended, to contract to furnish fire protection and ambulance service to the District; and

WHEREAS, the District and the Village have the power, pursuant to 5 ILCS 220/1, *et seq.*, (the Intergovernmental Cooperation Act), and Section 10, Article 7 of the Constitution of the State of Illinois, to enter into this contract for the purposes stated herein; and

WHEREAS, the District has been created to provide as nearly adequate protection as possible from fire for lives and property within the District; and

WHEREAS, the corporate limits of the District are adjacent to and largely surround the limits of the Village; and

WHEREAS, the Village has an operating fire department and ambulance service which is able to, and currently does, provide fire protection and ambulance service to the District; and

WHEREAS, the Village constructed two fire stations within the Village during the history of the parties' contractual relationship (Stations 1&2); and

WHEREAS, the District has constructed one station within the District ("Station 3"), staffed by the Libertyville Fire Department and housing the Abbott Laboratories ("Abbott") Fire Chief and fire brigade personnel and equipment; and

WHEREAS, it is the opinion of the Board of Trustees of the District that it is in the best interest of the District that the Village continue to provide fire protection and ambulance service to the District; and

WHEREAS, it is the opinion of the Board of Trustees of the Village that it is in the best interest of the Village to continue to receive a portion of its fire department budget and other incidental costs for the provision of fire protection and ambulance service from the District for providing fire protection and ambulance service to the District, and for the Village to receive increased protection benefits from the presence of staff and equipment at Station 3; and

WHEREAS, for over 60 years the Village has furnished fire protection and ambulance service to the District and both parties wish to continue the mutually advantageous and beneficial contractual relationship for the foreseeable future.

NOW, THEREFORE, the District and the Village agree as follows:

1. PURPOSE

The Village agrees to furnish and the District agrees to accept, fire protection and ambulance service including special rescue responses, fire prevention activities, plan review, and all other services the Fire Department performs for the Village exclusively through or on behalf of the Village fire department, to the property located within the territory of the District, at a level as nearly equal as possible to that provided to the property located within the territory of the Village; the Village shall, during the term of this contract, or any extension thereof, furnish staff and equipment to take action as it deems appropriate at fires and other emergencies within the District for protection against fire to properties therein, for provision of emergency ambulance service within the District, and for bureau services; subject, however, to the Village's normal operating practices and the exercise of discretion by the fire department in the disposition and location at any time of staff and equipment to provide the protection needed to the Village and the District.

2. STAFF AND EQUIPMENT

The Village agrees to maintain staff, and front-line firefighting and ambulance equipment for use in furnishing fire protection service and emergency ambulance service consistent, as nearly as possible, with prevailing professional standards. The Village agrees to maintain a level of staffing and equipment at Station 3 which is designed to meet the Village's obligations to the District, equal to or similar to the staffing and equipment at the Village stations as determined by the Fire Chief.

3. CAPITALIZATION CREDIT

The Village acknowledges that the District has shared in the cost of constructing the two Village stations in the approximate amount of $814,000. The District acknowledges that it has received value from the existence and location of the two Village stations. The Village will continue to pay a "Capitalization Credit" to the District of $60,400 per year for 20 years (which period began March 9, 1998) until March 8, 2018, representing the value of the use of Station 3 to the Village. The Capitalization Credit will be subtracted from the District's contract payment.

4. RISK IDENTIFICATION

The Village agrees to take the appropriate steps required to reasonably assure that it can readily locate all buildings and other improvements within the District requiring fire protection and emergency ambulance service, and the water supplies, if any, of each fire risk within the District, and will maintain such records and equipment as will enable it to answer calls efficiently within the District.

5. INSURANCE

The Village agrees to add the District as an additional insured under all liability insurance policies covering the Village as such policies relate to the services provided in this contract, including, but not limited to Property Damage, General Liability, and Workers' Compensation Insurance in such amounts as the Village may deem adequate for its own protection, and the Village further agrees to hold the District harmless and to indemnify the District with respect to any and all causes of action which arise out of the activities performed by the Village under this contract, except for those occasioned by the District's willful and wanton misconduct. The District will carry Property Damage and General Liability insurance on Station 3 and on any equipment the District purchases, naming the Village as an additional insured. The Village and District will each provide the other with a certificate of insurance identifying such coverage.

6. TERM

This contract shall commence midnight, June 1, 2022 and shall continue until 11:59 p.m., May 31, 2032, (10 Years) and thereafter, for one-year periods unless terminated by 11:59 p.m. on May 31 immediately preceding any June 1, by notice in writing given by either party to the other at least twelve (12) months in advance of the date of termination of that party's election to terminate.

Circumstances beyond either party's control shall constitute a reason for either party to unilaterally terminate this contract during the term, without the notice otherwise required by the first paragraph of this Section 6; termination to take effect twelve (12) months after notice in writing given to the non-terminating party by the party unilaterally terminating this contract for reasons beyond its control.

If this contract is unilaterally terminated by the District for reasons beyond the District's control, then, if the District thereafter intends to obtain fire protection and/or ambulance service to the District from any public or private provider of such services, the District shall give thirty (30) days' prior written notice to the Village of such intention, stating the name and business address of the proposed service provider, the services to be provided and the terms and conditions pursuant to which such service will be provided. Within twenty (20) days after the Village's receipt of such notice, the Village may exercise a right of first refusal to provide the proposed services upon the terms and conditions set forth in the District's notice by delivering written notice of its intention to exercise the Village's right of first refusal within the time set forth above. In the event the Village does not exercise its right of first refusal within the time provided, the District may proceed to obtain the proposed services from the service provider named in the District's notice and upon the terms and conditions therein stated within forty-five (45) days after the expiration of the twenty (20) day period set forth above. If the purchase of services is not consummated within this forty-five (45) day period, the District shall not thereafter obtain fire protection and/or ambulance service from any public or private provider of such services without again first offering a right of first refusal to the Village in accordance with the provisions of this paragraph.

Upon termination, this contract shall be void and of no further force or effect; provided, however, that the District shall remain responsible for the District's contract payment, prorated to the effective date of termination, and provided further, however, that if this contract is unilaterally terminated by the District for reasons beyond the District's control, the Village's right of first refusal, as provided in the preceding paragraph, shall survive any such termination.

7. AMENDMENTS

Both parties agree that the cost of providing fire protection and ambulance service to the Village and the District may increase, and that it may be necessary to construct additional buildings and to purchase additional equipment from time to time in order to continue to provide adequate fire protection and ambulance service to the Village and the District. Accordingly, this contract may be amended by mutual agreement at any time and from time to time, but the promises contained herein shall remain in full force and effect unless and until both parties agree to an amendment or, except as otherwise provided herein, until this contract terminates according to its terms. The District is not

obligated to participate in the cost of future Village construction except by mutual agreement. Notwithstanding any other provision of this contract, the Village is not obligated to undertake any future fire department construction without such financial participation.

8. BUDGET

In recognition of the fact that the District has a valid interest in controlling the costs incurred by the Village Fire Department, the Village will allow the District to participate in the Village's budget process as follows:

a. The Fire Chief or designee will meet with the District in January or February of each year to discuss preparation of the Fire Department Budget.

b. The Village staff will send District Trustees a copy of the draft Fire Department budget for review and comment prior to the Village Board of Trustees Committee of the Whole Budget Workshop.

c. District Trustees shall be invited to attend the annual Village Board workshop and may comment regarding the Fire Department budget.

9. COMMUNICATION

The Fire Chief or a ranking officer designated by the Fire Chief is invited to attend and participate in each District meeting which is open to the public pursuant to the Open Meetings Act. The District shall be entitled to contact the Fire Chief to obtain factual or technical information. The District shall be entitled to contact the Mayor or Village Administrator regarding policy issues.

10. PAYMENT

The parties will share the total Fire Department expenditures shown in the Village of Libertyville Municipal Fire Department Budget for operating the three stations to provide fire and emergency ambulance protection to the residents and property of the Village and the District in the manner hereinafter provided.

The Village will lease Station 3 from the District for $1.00 per year and will be fully responsible for all costs to operate and maintain the station. Such costs will be included in Fire Department Budget.

The District shall pay for all Capital improvements to Station 3. Capital improvements are any repair or replacement costs associated with Station 3 that exceeds five thousand dollars ($5,000.00).

Starting June 1, 2016, and continuing every June 1 thereafter, contract payments made by the Fire Protection District shall be calculated to equal 40% of the total adopted Fire Department Budget. The 40% calculation shall be based on the previous year's budget line items unless agreed upon differently in writing, but in any event, the District's contract payment shall not increase by more than the tax cap CPI for the prior fiscal year or 4%, whichever is less. If the tax cap CPI for the prior fiscal year is below 2% the District agrees to increase the payment at a rate which is equal to one-half the difference between the CPI and the budget increase rate. (Example... CPI = 1.5%; F.D.B. increase rate = 3.5%; the payment increase rate would be 2.5%) ***If the Village's fire department's budget for the fiscal year increases or remains the same as the prior year and the District's payment amount is calculated to be lower than the previous year's payment, the District agrees to use the previous year's contract payment. If the Village's fire department's budget for the fiscal year is reduced, the District's payment amount shall also be reduced accordingly.*** In the event there is a significant increase ***or decrease*** in the adopted Fire Department Budget from the previous fiscal year (5% or more), the Village and District agree to meet and discuss whether to adjust that year's percentage increase ***or decrease***. Any new agreement will be formalized in writing. The District shall make contract payments to the Village in four installments, on June 1, September 1, December 1, and March 1. The Village shall notify the District promptly in writing of the final amount of the adopted Fire Department budget.

The District shall pay the Village thirty-five thousand dollars ($35,000) annually for its share of the fire department vehicle replacement fund, due June 1, 2022 and June 1 of each year thereafter. If the capital vehicle replacement fund is placed back into the Village's fire department budget, the District will no longer be responsible to pay thirty-five thousand dollars ($35,000) annually toward the vehicle replacement fund, instead the District shall be responsible for its share of the vehicle replacement fund as calculated as part of its contract payment to the Village.

If the Fire Protection District is unable to meet the contract payment either because of disconnection from or annexation of the Fire Protection District area, or for other reasons beyond the District's control, it is agreed that the contract may be opened and adjustments made to the contract price to reflect the changes in the District's EAV or other inability to meet the contract payment.

11. AMBULANCE CHARGES AND BUREAU SERVICE FEES

The District agrees to keep its ordinances in force imposing an ambulance transportation fee upon residents and non-residents and imposing fees under the Fire Prevention Code (hereinafter defined as "Bureau Services") upon residents and non-residents of the District**.** The parties agree that the Village shall retain all income from ambulance transportation fees and bureau service fees, whether the call or request for service originated in the Village or District. The Village will provide the District with an annual report of all funds received from providing ambulance transportation and bureau services within the District. When the Village finds it necessary to amend ambulance transportation and/or bureau service fees, the Village will inform the District of those changes promptly. The District agrees to review those changes and to consider amending the District ordinances so that the District imposes the same fees as the Village for ambulance transportation and bureau services. Such amendments shall not be unreasonably refused.

12. PRIOR CONTRACTS

All contracts heretofore entered into between the parties are hereby canceled and rescinded, and it is expressly understood and agreed that the payments to be made by the District under the provisions of this contract shall be in lieu of all payments stipulated to be paid under any and all previous contracts for the fire protection and emergency ambulance service to be furnished by the Village from and after the effective date hereof, except such contract terms, which according to their terms, survive the contract.

13. BOUNDARIES

The District agrees that if any change is made in the boundaries of its corporate limits, it will give prompt notice in writing to the Village of such change.

14. NOTICES

Notices required to be sent to the Village shall be sent by Certified Mail to the Village of Libertyville, Attention: Village President, 118 West Cook Avenue, Libertyville, Illinois 60048. Notices to the District shall be sent to the President of the Board of Trustees of the Libertyville Fire Protection District, at 1551 N. Milwaukee Avenue, Libertyville, Illinois 60048, and by Certified Mail to the office of the Fire District Attorney.

15. EXECUTION

This contract has been executed on behalf of the Libertyville Fire Protection District pursuant to action duly taken by the Board of Trustees of the Libertyville Fire Protection District at the April 11, 2016, Fire District Meeting.

This contract has been executed on behalf of the Village of Libertyville pursuant to action duly taken by the Board of Trustees of the Village of Libertyville at a meeting duly held on the 26th day of April, 2016.

IN WITNESS WHEREOF, the parties have caused this contract to be executed by their respective officers pursuant to proper authorization this ___th day of April 2022.

VILLAGE OF LIBERTYVILLE

_____

_____, Village President

_____

_____, Village Clerk

LIBERTYVILLE FIRE PROTECTION DISTRICT

_____

Lee Haak, President

_____

James Moran, Secretary

PETITIONS AND COMMUNICATIONS

The Parks and Recreation Advisory Commission will NOT meet at 3:00 p.m. on Thursday, March 24, 2022.

The Parks and Recreation Committee will meet at 5:00 p.m. on Tuesday, April 5, 2022.

The Human Relations Commission will meet at 5:00 p.m. on Wednesday, April 6, 2022.

The Zoning Board of Appeals will meet at 7:00 p.m. on Monday, April 11, 2022.

The Village Board will meet at 8:00 p.m. on Tuesday, April 12, 2022.

*All meetings will take place at the Village Hall unless otherwise noted.