BOARD OF TRUSTEES VILLAGE BOARD MEETING

Tuesday, April 13, 2021 at 8:00 PM

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

AGENDA

VIRTUAL MEETING NOTICE

Note: Meeting Conducted Virtually Due to Governor's Executive Orders.

Pursuant to the Open Meetings Act, as amended by Public Act 100-0640, the Mayor of the Village of Libertyville, as the head of the public body, has decided that an in-person meeting is not practical or prudent because of disaster.
Due to public health concerns this meeting will be conducted virtually.

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

https://global.gotomeeting.com/join/533220173
You can also dial in using your phone: +1 (786) 535- 3211
Access Code: 533- 220- 173

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

Roll Call

Omnibus Vote Agenda

A. Minutes of the March 23, 2021 Village Board Meeting

B. Approval of Bills

C. Consideration of a Resolution Approving a Professional Services Agreement with Lauterbach & Amen, LLP

D. Consideration of a Resolution Amending Administrative Policy 12-01, "Fund Balance Policy"

E. Consideration of a Resolution to Approve the Memorial Day Parade and Utilize Cook Park

F. Consideration of a Resolution to Approve a Contract Renewal with Patriot Pavement Maintenance for the Annual Pavement Crack Sealing Program

G. Consideration of an Ordinance Declaring Surplus Property

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.

H. Consideration of a Resolution to Approve a Letter of Credit Reduction and to Accept Certain Public Improvements for the Parkside of Libertyville Development

I. Consideration of a Resolution Renewing Libertyville's Intergovernmental Agreement with the Office of the State Fire Marshal to Operate the Elevator Safety Program

J. Consideration of an Ordinance Approving an Amendment to the Final Plan for the Hollister, Inc., Planned Development-Hollister, Inc. Applicant

K. Consideration of an Ordinance Granting Variations of Corner Side Yard Setback (ZBA 21-04) at 811 S. Fifth Avenue- Lawrence and Christine Genge, Applicants

L. Consideration of an Ordinance Granting a Variation of Side Yard Setback (ZBA 21-03) at 742 E. Lincoln Avenue- Saegene Jung and Melissa Goldberg, Applicants

M. Consideration of a Resolution Approving an Agreement with Envision Physician Services

N. Consideration of a Resolution Approving a Fireworks Permit Application for Libertyville High School

Regular Agenda

1. Report of the Plan Commission- (PC 21-05), Text Amendment to Section 26-5-4.3 and (PC 21-06), Special Use Permit for Axe Throwing Lounge, Wynkoop Holdings LLC, Applicant, 216 Peterson Rd.

2. Report of the Plan Commission, (PC 1-01), Zoning Map Amendment from O-1 to R-7, (PC 21-02), Text Amendment to Article 4 and Article 16 of the Libertyville Zoning Code , (PC 21-03), Special Use Permit for a Planned Development, (PC 21-04), Planned Development Concept Plan- 4th Street Broadway LLC, Applicant, 232 Fourth Street

3. Consideration of an Ordinance Adopting the 2021/2022 Village Budget

4. Consideration of an Ordinance to Amend the Annual Fee Schedule of the Libertyville Municipal Code

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

6. Consideration of a Resolution to Renew the Annual Street Sweeping Contract with Lakeshore Recycling Systems

7. Consideration of a Resolution to Award the Annual Streetlight Maintenance Contract to Geary Electric, Inc.

8. Consideration of an Ordinance to Waive Competitive Bidding and Approve a Contract with Peter Baker & Son Co. for Additional Roadway Resurfacing Work

9. Consideration of a Resolution to Approve a Professional Services Agreement with RHMG Engineers, Inc. for Final Engineering for the Replacement of the High School Sanitary Lift Station

10. Consideration of a Resolution Approving an Intergovernmental Agreement for Dispatch Services with Vernon Hills and the Countryside Fire Protection District

Village Administrator Update

Petitions and Communications

11. Petitions and Communications

Executive Session

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

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

c. Collective Bargaining: [5 ILCS 120/2(c)(2)]

Adjournment

VILLAGE OF LIBERTYVILLE
BOARD OF TRUSTEES
March 23, 2021

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

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

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

EMPLOYEE RECOGNITION
President Weppler congratulated Sergio Delao on his 10th anniversary with the Libertyville Police Department.

ITEMS NOT ON THE AGENDA
President Weppler asked if anyone had an item to bring before the Village Board that was not already listed on the agenda. There were no items.

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

Omnibus Vote Agenda

A. Approve Minutes of the March 9, 2021 Meeting
B. Approval of Bills
C. **ORDINANCE NO. 21-O-08:** An Ordinance Declaring Surplus Property
D. **RESOLUTION NO. 21-R-31:** A Resolution Approving the Purchase of a Storage Area Network (SAN) and Server from CD-WG
E. **RESOLUTION NO. 21-R-32:** A Resolution to Purchase a Replacement Fire Department Administration Ford Interceptor Vehicle
F. **RESOLUTION NO. 21-R-33:** A Resolution Declaring a Surplus of Tax Increment Financing Funds
G. **RESOLUTION NO. 21-R-34:** A Resolution to Approve Change Order No. 1 to the Contract with MAG Construction Co. for the Garfield Avenue Well Rehabilitation Project
H. HPC Report
I. ARC Report
J. **ORDINANCE NO. 21-O-09:** An Ordinance Waiving Enforcement of Certain Sections of the Libertyville Zoning Code During Phase 4 of the State of Illinois RESTORE ILLINOIS PLAN
K. **ORDINANCE NO. 21-O 10:** An Ordinance Renewing the 180 Day "Use Period" for Temporary Tents

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Trustee Johnson moved to adopt the items listed on the Omnibus Vote Agenda in a single group pursuant to the omnibus vote procedures of the Libertyville Municipal Code. Trustee Moras seconded. President Weppler asked for further Board or public comment and there was none. The motion carried on roll call vote as follows:

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

REPORT OF THE APPEARANCE REVIEW COMMISSION – Request for an Amendment to the Planned Development Final Plan – Hollister, Inc., Applicant, 2000 Hollister Drive

President Weppler explained that Hollister Inc. requested an Amendment to the Planned Development Final Plan in order to construct a driveway connection to existing driveways, install security gates, a guard booth and private traffic directional signage for property located in an O-2, Office Manufacturing and Distribution Park District at 2000 Hollister Drive.

The proposed scope of work was intended to add vehicular access control to enhance overall safety and security for the property. The 2000 Hollister Drive property was developed as part of a Planned Unit Development and Specific Implementation Plan in 1979. As the currently proposed driveway extension, security gates, guard booth and additional private traffic directional signage were not contemplated in the 1979 Planned Development, an Amendment to the Planned Development Final Plan shall require Village Board approval prior to issuing permits for construction for any of the proposed scope of work.

An Amendment to the Planned Development Final Plan was considered directly by the Village Board of Trustees. If the Village Board concurs with the request, an ordinance would be drafted for adoption at the next meeting. In the alternative, if the Village Board determines that the proposal is not in substantial conformity with the Final Plan as approved, the matter can be referred to the Plan Commission for hearing and recommendation. President Weppler asked for questions and comments.

Mr. Scott Pupino, representing Hollister Incorporated, stated that there were concerns with driving on the walkway, and the proposed work would enhance security. He added that all work would be 400 feet off of Hollister Drive.

Trustee Adams moved to approve the Amendment to the Planned Development Final Plan, and Trustee Moras seconded. President Weppler asked for further questions or comments and there was none. The motion carried on roll call vote as follows:

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

An ordinance will be drafted for adoption at the next Village Board meeting.

REPORT OF THE ZONING BOARD OF APPEALS (ZBA 21-03), Variation of Side Yard Setback, Saegene Jung and Melissa Goldberg, Applicants, 742 E. Lincoln Ave.
President Weppler introduced a request from the property owners of 742 E. Lincoln Avenue who requested a side yard setback variation for a previously constructed detached garage. The former property owner had received a building permit for a Code compliant garage at this site. The contractor had located the garage in the setback and had proceeded with framing without submitting a spot-in survey to the Village. The resultant garage is located 3.77 feet of the side yard setback instead of the required five (5) feet.

Public hearings were held before the Zoning Board of Appeals on February 8, 2021 and March 8, 2021. Members worked with the property owners to eliminate a request for a lot coverage variation during the hearings. At the conclusion of the hearings, the Zoning Board of Appeals voted 6 - 1 to recommend Village Board of Trustees approval of the requested side yard setback variation. President Weppler asked for questions and comments.

Mr. Saegene Jung was present and thanked the ZBA for offering good suggestions to resolve the issue.

Trustee Moras moved to approve the variation of side yard setback at 742 E. Lincoln. Trustee Carey seconded. The motion carried on roll call vote as follows:

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

REPORT OF THE ZONING BOARD OF APPEALS (ZBA 21-04), Variation of Corner Side Yard Setback, Lawrence and Christine Genge, Applicants, 811 S. Fifth Street
President Weppler explained that at the meeting of March 8, 2021, the Zoning Board of Appeals heard a request for corner side yard setback variations to reconstruct a retaining wall, front stoop, and steps at this site. Members of the Zoning Board of Appeals noted that the variations were necessary due to the height of the front door in relation to the grade of the driveway. Motions to recommend Village Board of Trustees approval passed with votes of 7 - 0. President Weppler asked for questions and comments. Mr. Genge was available to answer questions. He stated that the retaining wall had cracked, the stoop was too small, and the stairs were falling.

Trustee Garrity moved to approve the variation of corner side yard setback at 811 S. Fifth Street, and Trustee Moras seconded. The motion carried on roll call vote as follows:

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

ORDINANCE NO. 21-O-11: An Ordinance Approving an Update to the Village of Libertyville Comprehensive Plan (2030 Plan)
President Weppler introduced an ordinance that would approve an update to the Village of Libertyville Comprehensive Plan. The Village Board approved a request at their February 23, 2021 meeting with the understanding that an ordinance would be drafted for the Village Board to approve at their March 23, 2021 meeting.

Staff recommended the Village Board approve the ordinance. President Weppler asked for comments and questions and there were none.

Trustee Justice moved to approve the ordinance approving an update to the Village of Libertyville Comprehensive Plan. Trustee Carey seconded. President Weppler asked for further discussion and there was none. The motion carried on roll call vote as follows:

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

Public Hearing – Proposed FY 2021-2022 Budget
President Weppler explained that 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 11, 2021.

The proposed Fiscal Year 2021-2022 budget was made available for public inspection on February 19, 2021 on both the Village's website and at the Village Hall. Virtual budget review workshops were held by the Village Board on March 6 and March 9, 2021. These virtual workshop meetings were open to the public and properly noticed in compliance with the Illinois Open Meetings Act (5 ILCS 120).

The highlights of the FY 2021-2022 budget include:

- Revenue for all appropriated funds totaling $66,100,964, a decrease of $399,653, or 0.6% compared to the FY 2020-2021 budget. The gross increase in revenue for debt-funded capital projects is ultimately offset by the expected continued disruptions to regular revenue streams as a result of the COVID-19 pandemic.
- Non-capital expenditures and transfers for all appropriated funds of $50,762,814, a decrease of $227,454 or 0.4% compared to the FY 2020-2021 budget. The net operating budget is balanced across all appropriated funds in aggregate; however, due to the ongoing COVID-19 pandemic, certain individual funds are not in balance and require support from fund balance reserves due to lower than expected revenues.
- Capital investment in community infrastructure totaling $16,392,917 an increase of $5,079,081 or 44.9% compared to the FY 2020-2021 budget.

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- The property tax impact of the proposed budget will be a $15 annual increase in the Village portion of a typical resident's property tax bill (9%). The average resident will pay $52 more in traditional utility charges annually due to planned increases of 3% for water service and 5% for sewer service. If a stormwater utility fee is enacted, an average residential customer will pay $156 on an annualized basis beginning in September 2021.

During the budget review meetings, the Village Board provided direction to staff to investigate the feasibility of a payment to the Adler Arts Center for the maintenance of The Woods at Adler. Staff will
be bringing a recommendation related to this topic to a future Special Projects committee meeting. The proposed budget includes an appropriate contingency that incorporates the potential future expense.

Finally, on March 11, 2021, the American Rescue Plan (ARP) was signed into law. This piece of federal legislation includes direct aid to states and local governments. Estimates provided by Congressman Schneider's office indicate that the Village of Libertyville is expected to receive approximately $2.5m in federal aid. The administrative mechanisms governing the disbursement of the aid are still being developed, with the State of Illinois anticipated to have a major role in the disbursement process. As a result, staff do not recommend including the aid revenues in the proposed budget at this time. It will be important to 1) Determine how and when the Village will get its aid and 2) The proposed allocation of the aid amongst the Village's various funds and programs. The latter topic is planned for discussion at the March 30, 2021 meeting of the Finance Committee. Staff will recommend a budget amendment to the Board at a later date that incorporates 1) Local aid and 2) Sports Complex operating changes (as discussed during the budget meetings).

President Weppler opened the Public Hearing at 8:27 p.m. and asked for any questions or comments. With no discussion, he closed the Public Hearing at 8:28 p.m.

ORDINANCE NO. 21-O-12: An Ordinance Amending the Village Code to Enact a Stormwater Utility Fee

President Weppler explained that on May 28, 2019, the Village Board adopted the Master Stormwater Management Plan which identified $45.5 million (2017 dollars) in stormwater conveyance infrastructure improvements necessary to address flooding issues throughout the community. Subsequent to the adoption of the Plan, the Village Board directed staff to develop financing strategies to fund the identified projects.

On August 29, 2019, the Village Board approved a contract with NewGen Strategies and Solutions, LLC to complete a two phase stormwater utility rate study. Phase I consisted of the creation of a financial model, development of a capital plan, and identification of potential utility fee options. At the conclusion of the Phase I portion of the study, the Village Board determined that a 15 year capital plan funded by an impervious surface assessment was the most equitable and appropriate financing structure for the new stormwater utility. Phase I of the utility rate study was completed on July 21, 2020.

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In Phase II of the stormwater utility rate study, the consultant and staff created a parcel-level stormwater utility fee billing database, promoted public education opportunities including virtual town hall meetings and a website, and drafted a stormwater utility fee ordinance. The Village Board also directed staff to make a policy change related to the appeals process and investigate the feasibility of a senior citizen discount. After reviewing the financial model and determining that a modest senior citizen discount would have a negligible impact on rates, staff recommends including language in the ordinance authorizing a senior citizen discount. Eligibility for this discount would be the same as for water and sanitary sewer senior discounts (65 years of age). The amount of the senior citizen discount will be determined annually as part of the Fee Ordinance and is expected to be 5% for FY 2021-2022.

At this time, the major activities associated with the utility rate study are complete and staff recommend that the Village Board consider moving forward adopting an ordinance enacting a stormwater utility fee. As discussed in prior meetings, the effective date of the stormwater utility fee will be September 1, 2021. During the intervening period between ordinance adoption and the fee effective date, staff will 1) Continue public outreach and website maintenance, 2) Make ongoing minor adjustments to the billing database to reflect updated Lake County Assessor boundary data, 3) Process appeal and credit requests, and 4) Work with the Village's utility billing software vendor to import stormwater utility fee data prior to September 1st.

Staff recommended approval of the ordinance enacting a stormwater utility fee. President Weppler then asked for questions and comments. Trustee Justice thanked staff for the senior discount.

Trustee Johnson moved to approve the ordinance enacting a stormwater utility fee. Trustee Adams seconded. President Weppler asked for further discussion and there was none. The motion carried on roll call vote as follows:

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

RESOLUTION NO. 21-R-35: A Resolution to Approve an Agreement for the Purchase and Installation of Playground Equipment, Re-surfacing of a Basketball/Pickleball Court, and installation of a Toilet Enclosure with BCI Burke at Charles Brown Park and authorize Payment in the amount of $305,222.60

President Weppler stated that in 2018, the Village Board approved a Parks Master Plan which identified Charles Brown Park as one of four community parks and prioritized improvements for fiscal year 2020/2021. The fiscal year 2020/2021 budget included replacement of the existing playground equipment at Charles Brown Park, which is 25 years old. In December of 2020 staff solicited two playground proposals from four different vendors, for a total of 8 design options. The draft designs were reviewed by the Parks and Recreation Advisory Commission and four final designs were selected. On February 12, 2021 an online survey with the final four designs, along with four playground

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equipment options were posted on social media, the Village's e-news and website. Public feedback was solicited through February 24, 2021.

A total of 518 (487 identified as Libertyville residents) votes were received. On February 25, 2021 the Parks and Recreation Advisory Commission voted unanimously to recommend the BCI Burke design to the Parks and Recreation Committee. The BCI Burke design received the most votes from the public (48% of the vote). It also included one of the pieces of equipment within the online equipment survey. The net climber is included in the design and received the second most votes (32.2% of votes). The equipment that received the most votes was a saucer swing (38.8% of votes). Unfortunately, the design does not allow for a saucer swing to fit within the footprint of the space.

The current quote includes the purchase of equipment with play areas for both 2 to 5-year-olds and 5 to12-year-olds, an ADA ramped main structure, a net climber, several slides and climbing features, a ground level music play option, two ground level play houses and a combination of pour-in-play rubber surfacing and woodchip surfacing. In addition, as part of the playground update the existing basketball court will be resurfaced and striped for both basketball and pickleball and a porta potty enclosure will also be added to the park. The park will also include a new technology interactive activity called Biba games. Biba games is a healthy, game app that parents can download for free onto their phones.

The total cost for the proposal through the OMNIA Partners joint purchasing contract is $305,222.60. The FY 20/21 budget includes $328,000 for the playground upgrade. The Parks and Recreation Advisory Commission and The Parks and Recreation Committee recommend a contract award for the proposal in the amount of $305,222.60 for the purchase of the playground equipment, construction of the toilet enclosure, pour-in-play surfacing, Biba games and basketball/pickleball court.

The resolution presented approved a purchase agreement in the amount of $305,222.60 through the National IPA/Omnia Partners Joint Purchasing Program (Contract #R170301) for the contract items. President Weppler then asked for questions and comments. President Weppler thanked the Parks and Recreation Commission and Committee as well as Deputy Administrator Ashley Engelmann for their work on the Parks Master Plan.

Trustee Carey moved to approve the resolution approving an Agreement for the Purchase and Installation of improvements at Charles Brown Park and authorized payment in the amount of $305,222.60. Trustee Garrity seconded. President Weppler asked for further discussion and there was none. The motion carried on roll call vote as follows:

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

RESOLUTION NO. 21-R-36: A Resolution for Appropriation of Motor Fuel Tax (MFT) Funds in the amount of $250,000 for the Annual Road Rehabilitation Program

President Weppler explained that the 2021 Road Rehabilitation Program was to be funded by the Motor Fuel Tax (MFT). Within the MFT Fund, the FY 2021/22 Annual Budget

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allocated $250,000 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 for each of these funds to authorize appropriation. The Resolution is for the appropriation of $250,000 of Motor Fuel Tax Funds for the Annual Road Rehabilitation Program.

Staff recommended approval of the IDOT standard Resolution (BLR Form 09110) to appropriate MFT funds in the amount of $250,000 and authorized certification by the Village Clerk. President Weppler asked for questions and comments. Trustee Johnson thanked Director of Public Works Paul Kendzior for the bidding success.

Trustee Johnson moved to approve the Appropriation of Motor Fuel Tax (MFT) in the amount of $250,000 for the Annual Road Rehabilitation Program. Trustee Adams seconded. President Weppler asked for further discussion and there was none. The motion carried on roll call vote as follows:

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

RESOLUTION NO. 21-R-37: A Resolution for Appropriation of Rebuild Illinois Bond Funds in the amount of $446,279 for the Annual Road Rehabilitation Program
President Weppler stated that the 2021 Road Rehabilitation Program is to be funded by the Motor Fuel Tax (MFT) Fund. Within the MFT Fund, the FY 2021/22 Annual Budget allocates $250,000 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 for each of these funds to authorize appropriation. The Resolution is for the appropriation of $446,279 of Rebuild Illinois Bond Funds for the Annual Road Rehabilitation Program.

Staff recommended approval of the IDOT standard Resolution (BLR Form 09110) to appropriate Rebuild Illinois Bond funds in the amount of $446,279 and authorized certification by the Village Clerk. President Weppler asked for questions and comments and there were none.

Trustee Johnson moved to approve the resolution for the Appropriation of Rebuild Illinois Bond Funds in the amount of $446,279 for the Annual Road Rehabilitation Program. Trustee Carey seconded. President Weppler asked for further discussion and there was none. The motion carried on roll call vote as follows:

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

RESOLUTION NO. 21-R-38: A Resolution to Award a Contract for the 2021 Joint Bid Road Rehabilitation Program
President Weppler noted that since 2019 the Village has partnered with Mundelein and Vernon Hills for a joint bid road rehabilitation program in order to receive advantageous

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competitive unit price bids based upon an "economies of scale" from larger contract quantities. An Intergovernmental Agreement (IGA) was previously executed by all parties of the Joint Bid program to define the necessary parameters. The Pavement Assessment Report completed in 2019 was utilized to select the Village's streets to be rehabilitated. Public Works staff coordinated with the other participants in the joint bid and Gewalt Hamilton Associates, Inc. (GHA) to prepare plans and specifications and solicit bids. Competitive contractor bids were opened on February 23, 2021. Six (6) bids were received for the project with the following results:

Contractor	Overall Joint Bid Amount	Village Share
Peter Baker & Son Co.	$2,695,329.65	$694,157.60
Brothers Asphalt	$2,944,583.24	N/A
Schroeder Asphalt	$2,995,633.00	N/A
Johnson Paving	$3,065,560.00	N/A
Builders Paving	$3,080,000.00	N/A
ALamp Concrete Contractors	$3,138,445.25	N/A

The Engineer's Estimate for the total joint bid work was $3,151,726.25. The qualified low bid contractor is Peter Baker & Son Co. in the amount of $2,695,329.65. Peter Baker & Son Co. has successfully completed previous similar pavement rehabilitation projects for all the Villages. Village staff, the other participants in the joint bid, and GHA recommend award of the contract to Peter Baker & Son Co.

In accordance with the terms of the IGA, the Village is only responsible for the share of the contract that is directly attributable to its roadways, which amounts to $694,157.60. There are sufficient funds available for the Village's share in the FY 2021/22 Annual Budget: $696,279 in the MFT Fund (Acct. #07-0000-0-738), which includes the Rebuild Illinois Bond Funds. There is also remaining for other projects $500,000 in the Project Fund (Acct. #40-0000-0-773). The budgeted funds total $1,196,279. The proposed work will not start until after May 1st and is anticipated to be completed by late summer.

Staff recommended approval of the Resolution to award the contract to Peter Baker & Son Co. for the 2021 Joint Bid Road Rehabilitation Program in the amount of $694,157.60. President Weppler then asked for questions or comments. Trustees Johnson and Garrity thanked Director Kendzior and Staff for the favorable joint bids.

Trustee Johnson moved to approve the resolution to award a contract for the 2021 Joint Bid Road Rehabilitation Program. Trustee Adams seconded. President Weppler asked for further discussion and there was none. The motion carried on roll call vote as follows:

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

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PETITIONS AND COMMUNICATIONS
President Weppler announced the following:

- The Finance Committee will meet virtually at 6:00 p.m. on Tuesday, March 30, 2021
- A Committee of the Whole will meet virtually at 7:00 p.m. on Tuesday, March 30, 2021
- The Parks and Recreation Committee will meet virtually at 6:00 p.m. on Tuesday, April 6, 2021
- The Human Relations Commission will meet virtually at 5:00 p.m. on Wednesday, April 7, 2021
- The Zoning Board of Appeals will meet virtually at 7:00 p.m. on Monday, April 12, 2021
- The Bicycle Advisory Committee will meet virtually at 6:00 p.m. on Tuesday, April 13, 2021
- The Water and Sewer Committee will NOT meet on Tuesday, April 13, 2021
- The Village Board will meet virtually at 8:00 p.m. on Tuesday, April 13, 2021

EXECUTIVE SESSION

Closed Session Minutes, Review [5 ILCS 120/2(c)(21)]
Personnel: Appointment, employment, compensation, discipline, performance or dismissal of specific employees [5 ILCS 120/2(c)(1)]
Collective Bargaining: [5 ILCS 120/2(c)(2)]
President Weppler noted the need for the Village Board to meet in Executive Session for discussion of the above. Trustee Johnson moved to go into Executive Session at 8:49 p.m. Trustee Moras seconded. The motion carried on roll call vote as follows:

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

ADJOURNMENT
The Village Board returned to the regular meeting at 10:07 p.m., and with no further business to come before Village Board, Trustee Garrity moved to adjourn at 10:08 p.m., and Trustee Moras seconded. The motion carried on roll call vote as follows:

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

Respectfully submitted,

Sally A. Kowal
Village Clerk

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Libertyville
spirit of independence

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 13, 2021

Agenda Item: **Approval of Attached Bills**

Staff Recommendation: Approve Payment

Staff Contact: Nicholas A. Mostardo, Director of Finance

Summary of Funds	
General Fund	$185,628.17
Commuter Parking Fund	4,775.97
Concord Special Service Area	684.92
Foreign Fire Insurance Tax	0.00
General Bond & Interest	0.00
Hotel/Motel Tax Fund	9,882.76
Impact Fee Fund	0.00
Libertyville Sports/Comp	30,937.75
Motor Fuel Tax Fund	0.00
Park Improvement Fund	1,400.00
Project Fund	3,773.53
Public Building Improvement Fund	21,510.06
Road Bond Fund	0.00
Stormwater Sewer Fund	13,300.76
Tax Increment Finance District	3,016,853.00
Technology Equipment/Replacement Service Fund	44,791.16
Timber Creek Special Service Area	454.66
Utility Fund	283,633.34
Vehicle Maintenance/Replacement Fund	28,487.36
Total - Accounts Payable	3,646,113.44
Total - Payroll 4/5/21 (Salaries & Employer Paid Benefits)	823,752.06
Grand Total	$4,469,865.50

The payment of the above listed funds has been approved by the Village Board of Trustees at a meeting held on April 13, 2021 and you are hereby authorized to pay them from the appropriate budgets.

Terry L. Weppler, Mayor

Attest:

Sally A. Kowal, Village Clerk

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 01 GENERAL FUND					
Dept 0000 GENERAL					
01-0000-0-155000	POSTAGE HOLDING A/C	QUADIENT FINANCE USA, IN	POSTAGE ACCT #7900044062146018	1,000.00	
01-0000-0-403016	EYE INSURANCE	FIDELITY SECURITY LIFE I	EYE INS COVERAGE 4/21	314.90	
01-0000-0-450000	BB-20-0234 - PB-20-0843	CHICAGO WELLNESS CENTER	BD Bond Refund	1,500.00	
01-0000-0-450000	BERC-20-0004 - PSD-19-0026	CRAMER'S SELECT HOMES	BD Bond Refund	5,000.00	
01-0000-0-450000	BB-20-0238 - PB-20-0856	DORN, PAMELA	BD Bond Refund	500.00	
01-0000-0-450000	BB-21-0010 - PB-21-0017	ESTATE RON	BD Bond Refund	500.00	
01-0000-0-450000	BB-20-0262 - PB-20-0926	FREELAND, HOPE & PLOTNIC	BD Bond Refund	500.00	
01-0000-0-450000	BB-20-0128 - PB-20-0305	NORMANDY CONSTRUCTION/BU	BD Bond Refund	1,500.00	
01-0000-0-450000	BB-21-0020 - PB-21-0046	REVEAL GROUP	BD Bond Refund	500.00	
01-0000-0-450000	BB-21-0008 - PB-21-0014	SAF STORAGE SOLUTIONS	BD Bond Refund	500.00	
01-0000-0-450000	BB-20-0171 - PB-20-0541	SCHMIDT CARPENTRY	BD Bond Refund	500.00	
01-0000-0-450000	BB-20-0141 - PB-20-0474	SCHNEIDER, TIFFANIE J	BD Bond Refund	500.00	
01-0000-0-450000	BB-20-0257 - PB-20-0918	TRINIDAD CONSTRUCTION	BD Bond Refund	1,500.00	
01-0000-0-450000	BEP-20-0035 - PENG-20-0343	US WATERPROOFING AND CON	BD Bond Refund	250.00	
01-0000-0-460000	WASTE TAGS-DUE TO GROOT	GROOT, INC.	WASTE TAG SALES 3/21	145.75	
01-0000-5-643000	AMBULANCE FEES	COLONIAL PENN HEALTH INS	AMBULANCE OVERPAYMENT	96.09	
01-0000-5-643000	AMBULANCE FEES	MUNICIPAL COLLECTIONS OF	COLLECTION FEES 3/21	(355.56)	
01-0000-5-677000	DAMAGE TO VILLAGE PROPERTY	IRMA	2020 CLOSED CLAIMS FEBRUARY	(2,157.93)	
		Total For Dept 0000 GENERAL		12,293.25	
Dept 0100 ADMINISTRATION/FINANCE					
01-0100-3-716000	VITAL RECORDS	OFFICE DEPOT, INC	OFFICE SUPPLIES	239.58	
01-0100-3-746000	EMPLOYEE PROGRAMS	DENNIS SELVIG, PSY.D.	2-CAREER COACHING	1,225.00	
01-0100-5-723000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES,	6-FRAMES	149.70	
01-0100-5-723000	OFFICE SUPPLIES	OFFICE DEPOT, INC	OFFICE SUPPLIES	532.76	
01-0100-5-743000	PUBLICATION	MUNICIPAL CODE CORP	ANNUAL WEB HOSTING 4/1-3/31/22	900.00	
01-0100-5-743000	PUBLICATION	PADDOCK PUBLICATIONS, IN	BUDGET HEARING	108.10	
01-0100-7-713000	MAINTENANCE - COPY MACHINE	RICOH USA, INC	ADDT'L COPIES 1/1/21-3/31/21	1,327.85	
01-0100-7-713000	MAINTENANCE - COPY MACHINE	RICOH USA, INC	COPIER LEASE 4/21	303.81	
		Total For Dept 0100 ADMINISTRATION/FINANCE		4,786.80	
Dept 0201 ENGINEERING					
01-0201-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTYV	MISC HARDWARE & SUPPLIES	9.99	
01-0201-5-723000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES,	ADDRESS LABELS	20.11	
01-0201-5-723000	OFFICE SUPPLIES	RICOH USA, INC	ADDT'L COPIES 33/21	136.06	
		Total For Dept 0201 ENGINEERING		166.16	
Dept 0203 STREETS					
01-0203-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL INS	12,306.00	
01-0203-3-728000	TECHNICAL SERVICES	SPRINT / NEXTEL COMMUNIC	SERVICE 2/24-3/23/21	16.99	
01-0203-3-742000	COPY MACHINE LEASE	RICOH USA, INC	ADDT'L COPIES 1/1/21-3/31/21	49.56	
01-0203-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE 4/21	102.90	
01-0203-4-707000	STREETLIGHT ENERGY	AEP ENERGY INC	SERVICE 2/21	(584.49)	
01-0203-4-707000	STREETLIGHT ENERGY	AEP ENERGY INC	SERVICE 2/21	3,469.75	
01-0203-4-707000	STREETLIGHT ENERGY	AEP ENERGY INC	SERVICE 2/21	221.13	
01-0203-4-707000	STREETLIGHT ENERGY	AEP ENERGY INC	SERVICE 3/21	200.24	
01-0203-4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 2/21	40.81	
01-0203-4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 3/21	23.89	
01-0203-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTYV	MISC HARDWARE & SUPPLIES	(21.63)	
01-0203-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTYV	MISC HARDWARE & SUPPLIES	102.40	
01-0203-5-706000	MATERIALS AND SUPPLIES	HOME DEPOT CREDIT SERVIC	CLEANING SUPPLIES	133.64	
01-0203-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	DOLLY	45.96	
01-0203-5-706000	MATERIALS AND SUPPLIES	PRO-SAFETY INC	GLOVES/VEST/GLASSES	219.98	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 01 GENERAL FUND					
Dept 0203 STREETS					
01-0203-5-706000	MATERIALS AND SUPPLIES	RAY SCHRAMER & CO	LIMESTONE	40.05	
01-0203-5-752000	UNIFORMS	CUTLER WORKWEAR	UNIFORM-DODGE	59.38	
01-0203-5-752000	UNIFORMS	CUTLER WORKWEAR	UNIFORM-MARSALA	107.95	
01-0203-5-752000	UNIFORMS	CUTLER WORKWEAR	UNIFORM-GRATZ	86.37	
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	LOCATE CABLE FAULT & REPAIR-CRESTFIEL	385.33	
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	LOCATE FAULT/RE-DID WIRES INTO PEDEST	2,232.28	
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	RE-DID SPLICE-CANTERBURY&GOLF	300.96	
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	REPAIR LOW POWER TO POLE-HARDING	1,158.68	
01-0203-7-708000	STREETLIGHT MAINTENANCE	PADDOCK PUBLICATIONS, IN	STREETLIGHT BID	33.35	
01-0203-7-712000	MAINTENANCE BUILDINGS	ADVANCED CLEANING SYSTEM	JANITORIAL SERVICES 3/21	679.17	
01-0203-7-712000	MAINTENANCE BUILDINGS	WARREN ELECTRIC, INC	8-LED BALLAST LIGHTS	124.80	
01-0203-7-713000	MAINTENANCE ROADWAY MEDIANS	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 4/21	1,237.84	
01-0203-7-713000	MAINTENANCE ROADWAY MEDIANS	FLECK'S LANDSCAPING	LANDSCAPE MAINT #12	2,708.26	
01-0203-7-716000	MAINTENANCE STREETS AND ALLEYS	VULCAN CONSTRUCTION MATE	CA-1 STONE	27.73	
01-0203-7-717000	MAINTENANCE SIDEWALKS	RAY SCHRAMER & CO	PEA GRAVEL	78.30	
01-0203-7-719000	MAINTENANCE SIGNS	LAKE COUNTY TREASURER	SIGN BLANKS 2/21	8.64	
		Total For Dept 0203 STREETS		25,596.22	
Dept 0204 SNOW REMOVAL AND ICE CONTROL					
01-0204-5-799000	MISCELLANEOUS	MUSCATO, MATTHEW	MAILBOX DAMAGE FROM PLOW	50.00	
		Total For Dept 0204 SNOW REMOVAL AND ICE CONTROL		50.00	
Dept 0205 REFUSE & RECYCLING					
01-0205-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL INS	2,324.00	
		Total For Dept 0205 REFUSE & RECYCLING		2,324.00	
Dept 0301 PLANNING DIVISION					
01-0301-3-742000	COPY MACHINE LEASE	RICOH USA, INC	ADDT'L COPIES 33/21	136.06	
01-0301-5-706000	MATERIALS AND SUPPLIES	OFFICE DEPOT, INC	OFFICE SUPPLIES	192.36	
01-0301-5-706000	CONF RM EQUIP (BL)	PETTY CASH GENERAL	REPLENISH PETTY CASH	42.23	
		Total For Dept 0301 PLANNING DIVISION		370.65	
Dept 0302 BUILDING SERVICES					
01-0302-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	UNDERGROUND STORAGE TANKS	1,200.00	
01-0302-3-728000	TECHNICAL SERVICES	THOMPSON ELEVATOR INSPEC	1-NEW CONSTRUCTION PERMIT INSP	100.00	
01-0302-3-728000	TECHNICAL SERVICES	THOMPSON ELEVATOR INSPEC	2-SA ELEV RE-INSPECTIONS	86.00	
01-0302-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTYV	MISC HARDWARE & SUPPLIES	19.98	
01-0302-5-723000	DAY PLANNER PAGES-FISCHER	PETTY CASH GENERAL	REPLENISH PETTY CASH	10.99	
01-0302-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	LEBLANC, ALLEN	REIMBURSE-2021 IPIA MEMBERSHIP	70.00	
01-0302-5-726000	IPIA TRAINING-LEBLANC 7/16/20	PETTY CASH GENERAL	REPLENISH PETTY CASH	20.00	
01-0302-5-726000	IPIA TRAINING-LEBLANC 8/19/20	PETTY CASH GENERAL	REPLENISH PETTY CASH	20.00	
01-0302-5-726000	IPIA TRAINING-LEBLANC 3/17/21	PETTY CASH GENERAL	REPLENISH PETTY CASH	20.00	
01-0302-5-729000	REIMBURSEABLE EXPENSES	SIGN*A*RAMA	REMOVAL OF SIGN-MCDONALDS	150.00	
01-0302-5-743000	PRINTING AND PUBLICATION	AMAZON CAPITAL SERVICES,	TONER CARTRIDGES	165.48	
01-0302-5-799000	CELL PHONE CHARGER/SD CARD-FISC	PETTY CASH GENERAL	REPLENISH PETTY CASH	23.25	
01-0302-5-799000	CASH UNDER FOR CC PURCHASE 3/10	PETTY CASH GENERAL	REPLENISH PETTY CASH	1.80	
01-0302-7-715000	MAINTENANCE OTHER EQUIPMENT	RICOH USA, INC	ADDT'L COPIES 33/21	136.07	
		Total For Dept 0302 BUILDING SERVICES		2,023.57	
Dept 0303 ECONOMIC DEVELOPMENT					
01-0303-3-741000	PROMOTION & ACTIVITIES	ACE HARDWARE OF LIBERTYV	REIMBURSE SHOP LIBERTYVILLE CERTIFICA	850.00	
01-0303-3-741000	PROMOTION & ACTIVITIES	EDIE BOUTIQUE	REIMBURSE SHOP LIBERTYVILLE CERTIFICA	475.00	
01-0303-3-741000	PROMOTION & ACTIVITIES	FIRKIN	REIMBURSE SHOP LIBERTYVILLE CERTIFICA	250.00	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 01 GENERAL FUND					
Dept 0303 ECONOMIC DEVELOPMENT					
01-0303-3-741000	PROMOTION & ACTIVITIES	LAKES RUNNING & SUPPLY L	REIMBURSE SHOP LIBERTYVILLE CERTIFICA	75.00	
01-0303-3-741000	PROMOTION & ACTIVITIES	LIBERTYVILLE SUNSET FOOD	REIMBURSE SHOP LIBERTYVILLE CERTIFICA	50.00	
01-0303-3-741000	PROMOTION & ACTIVITIES	PIZZERIA DEVILLE	REIMBURSE SHOP LIBERTYVILLE CERTIFICA	75.00	
01-0303-3-741000	PROMOTION & ACTIVITIES	Shakou, LLC	REIMBURSE SHOP LIBERTYVILLE CERTIFICA	775.00	
01-0303-3-741000	PROMOTION & ACTIVITIES	THE RUNNERS EDGE	REIMBURSE SHOP LIBERTYVILLE CERTIFICA	175.00	
01-0303-5-706000	UPS TRACKING	PETTY CASH GENERAL	REPLENISH PETTY CASH	7.99	
01-0303-5-706000	MATERIALS & SUPPLIES	UNITED CANVAS	RESEW 36 BANNERS	226.00	
01-0303-5-743000	PRINTING & PUBLICATION	T & T REPRODUCTIONS & SU	EMAIL/COLOR SCAN&DRAWING-LIBERTY THEA	68.00	
		Total For Dept 0303 ECONOMIC DEVELOPMENT		3,026.99	
Dept 0501 POLICE ADMIN, COMMUNICATION & RECORDS					
01-0501-3-705000	CONTRACTUAL SERVICES	COMMONWEALTH EDISON CO	SERVICE 2/21	12.85	
01-0501-3-705000	CONTRACTUAL SERVICES	MOTOROLA INC	STARCOM NETWORK 4/1-4/30/21	1,754.00	
01-0501-3-705000	CONTRACTUAL SERVICES	SENSYS GATSO. USA	RED LIGHT CAMERA PROGRAM 3/21	6,990.00	
01-0501-3-705000	CONTRACTUAL SERVICES	SHRED-IT	SHREDDING 3/15/21	59.00	
01-0501-3-705000	CONTRACTUAL SERVICES	SHRED-IT	SHREDDING 12/18/20	55.14	
01-0501-3-705000	CONTRACTUAL SERVICES	VILLAGE OF VERNON HILLS	DISPATCH OPERATING & CAPITAL 4/21	23,196.39	
01-0501-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTYV	MISC HARDWARE & SUPPLIES	24.78	
01-0501-5-706000	MATERIALS AND SUPPLIES	AMAZON CAPITAL SERVICES,	FLASH DRIVE	30.99	
01-0501-5-706000	MATERIALS AND SUPPLIES	AMAZON CAPITAL SERVICES,	BAG/SHELVING/KEYFAB/FLASHDRIVE	549.59	
01-0501-5-706000	MATERIALS AND SUPPLIES	ULINE, INC	TABLE / GLOVES	85.22	
01-0501-5-722000	POSTAGE	UNITED PARCEL SERVICE	SHIPPING	5.60	
01-0501-5-723000	OFFICE SUPPLIES	OFFICE DEPOT, INC	OFFICE SUPPLIES	846.73	
01-0501-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	ELINEUP LLC	ELINEUP SW MAINT DUES 21-22	600.00	
01-0501-5-743000	PRINTING AND PUBLICATIONS	MARJO GRAPHICS INC	4-PART BENEFIT USE FORMS	445.00	
01-0501-5-743000	PRINTING AND PUBLICATIONS	THE BLUE LINE	POL RECORDS ASSISTNT JOB ADVERTISEMEN	298.00	
01-0501-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORM-REED	83.98	
01-0501-5-752000	UNIFORMS	RAY O'HERRON CO INC	RETURN/PURCHASED UNIFORMS-REED	(7.60)	
01-0501-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORMS-REED	97.87	
01-0501-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORM	30.99	
01-0501-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORM-REED	50.98	
01-0501-7-715000	MAINTENANCE OTHER EQUIPMENT	ADVANCED BUSINESS NETWOR	ETHERNET SERVICE	494.20	
01-0501-7-715000	MAINTENANCE OTHER EQUIPMENT	RICOH USA, INC	OCR UNIT PART	152.00	
		Total For Dept 0501 POLICE ADMIN, COMMUNICATION & REC		35,855.71	
Dept 0502 POLICE PATROL					
01-0502-5-720000	L SCAN 500-LICENSE & POWER CABL	HID GLOBAL CORPORATION	LIVESCAN DEVICE-SOFTWARE-MAINTENANCE	8,345.39	
01-0502-5-720000	CAMERA, EOS REBEL CANON W/POWER	HID GLOBAL CORPORATION	LIVESCAN DEVICE-SOFTWARE-MAINTENANCE	530.00	
01-0502-5-720000	KIT, MUGSHOT, CLAMP, MOUNT, CAB	HID GLOBAL CORPORATION	LIVESCAN DEVICE-SOFTWARE-MAINTENANCE	157.00	
01-0502-5-720000	SOFTWARE LSMS UPGRADE 500 DPI	HID GLOBAL CORPORATION	LIVESCAN DEVICE-SOFTWARE-MAINTENANCE	600.00	
01-0502-5-720000	FREIGHT CHARGES	HID GLOBAL CORPORATION	LIVESCAN DEVICE-SOFTWARE-MAINTENANCE	40.00	
01-0502-5-720000	TRIP CHARGE	J & R LOCK & SAFE, INC	INSTALLATION OF PROPERTY DOOR IN BOOK	60.00	
01-0502-5-720000	DOOR INSTALLATION	J & R LOCK & SAFE, INC	INSTALLATION OF PROPERTY DOOR IN BOOK	1,080.00	
01-0502-5-720000	DOOR CLOSER	J & R LOCK & SAFE, INC	INSTALLATION OF PROPERTY DOOR IN BOOK	299.00	
01-0502-5-720000	MISCELLANEOUS PARTS	J & R LOCK & SAFE, INC	INSTALLATION OF PROPERTY DOOR IN BOOK	59.00	
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	DORSEY, DEVIN	REIMBURSE MEALS- FTO CLASS	55.42	
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	HEYDE, RACHEL	REIMBURSE MEALS FOR TRAINING	22.72	
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	ITOA	TRAINING COURSE-DELAO	430.00	
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	ITOA	MEMBERSHIP DUES-BERNABEI	40.00	
01-0502-5-726000	CTS MK-3 INERT 1.2 OZ OMNI-STRE	KIESLER'S POLICE SUPPLY	OC CANISTERS	40.25	
01-0502-5-726000	CTS MK-3 LEVEL 3 OMNI-STREAM	KIESLER'S POLICE SUPPLY	OC CANISTERS	494.50	
01-0502-5-726000	CTS 7% MK9 VAPOR AEROSOL	KIESLER'S POLICE SUPPLY	OC CANISTERS	648.60	
01-0502-5-726000	SHIPPING & HANDLING	KIESLER'S POLICE SUPPLY	OC CANISTERS	45.00	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 01 GENERAL FUND					
Dept 0502 POLICE PATROL					
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	N EAST MULTI-REGION/TRAI	TRAINING CLASS-KINCAID	80.00	
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	N EAST MULTI-REGION/TRAI	FIELD OFFICER TRAINING-DORSEY	255.00	
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	NIPSTA	TRAINING CLASS-BER/ROD/BARA/MANNIN/HO	2,475.00	
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	NIPSTA	TRAINING CLASS-DAVIS/WOOD/DELAO/MELV/	2,475.00	
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	PLETCHER, BRIAN	REIMBURSE MEALS FOR CLASS	24.00	
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	POLICE LAW INSTITUTE INC	IN-SERVICE OSHA TRAINING	690.00	
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	UNITED SHIELD INTERNATIO	BODY ARMOR-MITCHELL	624.00	
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	VILLAGE OF VERNON HILLS	ANNUAL FEES-MAINT & SUPPLIES FOR MILO	500.00	
01-0502-5-752000	UNIFORMS	J.G. UNIFORMS INC	30-CAPS	795.00	
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORM-SIMS	275.36	
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORM-SIMS	12.59	
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	RETURN-HEYDE	(72.24)	
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	BOOTS-HOWARD	193.99	
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	RETURN-SIMS	(152.98)	
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	RETURN-HEYDE	(99.03)	
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	RETURN-HOWARD	(193.99)	
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	BOOTS-HOWARD	166.24	
01-0502-5-752000	SUPER SHIRTS	RAY O'HERRON CO INC	INITIAL HIRE UNIFORM - SIMS	188.97	
01-0502-5-752000	STREETGEAR PANTS	RAY O'HERRON CO INC	INITIAL HIRE UNIFORM - SIMS	229.47	
01-0502-5-752000	TAC SHELL JACKET	RAY O'HERRON CO INC	INITIAL HIRE UNIFORM - SIMS	220.49	
01-0502-5-752000	FLEECE JACKET	RAY O'HERRON CO INC	INITIAL HIRE UNIFORM - SIMS	107.99	
01-0502-5-752000	NAMETAPE	RAY O'HERRON CO INC	INITIAL HIRE UNIFORM - SIMS	30.00	
01-0502-5-752000	FLEECE SWEATER	RAY O'HERRON CO INC	INITIAL HIRE UNIFORM - SIMS	107.99	
01-0502-5-752000	DUTY BET	RAY O'HERRON CO INC	INITIAL HIRE UNIFORM - SIMS	38.69	
01-0502-5-752000	INNER BELT	RAY O'HERRON CO INC	INITIAL HIRE UNIFORM - SIMS	21.59	
01-0502-5-752000	BELT KEEPERS 4 PK	RAY O'HERRON CO INC	INITIAL HIRE UNIFORM - SIMS	9.89	
01-0502-5-752000	RADIO HOLDER	RAY O'HERRON CO INC	INITIAL HIRE UNIFORM - SIMS	22.49	
01-0502-5-752000	STINGER LIGHT CASE	RAY O'HERRON CO INC	INITIAL HIRE UNIFORM - SIMS	24.99	
01-0502-5-752000	SAFETY WAND	RAY O'HERRON CO INC	INITIAL HIRE UNIFORM - SIMS	5.39	
01-0502-5-752000	DOUBLE MAG POUCH	RAY O'HERRON CO INC	INITIAL HIRE UNIFORM - SIMS	23.29	
01-0502-5-752000	GLOVE POUCH	RAY O'HERRON CO INC	INITIAL HIRE UNIFORM - SIMS	23.99	
01-0502-5-752000	HANDCUFFS	RAY O'HERRON CO INC	INITIAL HIRE UNIFORM - SIMS	69.98	
01-0502-5-752000	ROTATING SCABBARD	RAY O'HERRON CO INC	INITIAL HIRE UNIFORM - SIMS	38.25	
01-0502-5-752000	BATON	RAY O'HERRON CO INC	INITIAL HIRE UNIFORM - SIMS	133.88	
01-0502-5-752000	TRAFFIC VEST	RAY O'HERRON CO INC	INITIAL HIRE UNIFORM - SIMS	38.69	
01-0502-5-752000	RAINCOAT	RAY O'HERRON CO INC	INITIAL HIRE UNIFORM - SIMS	112.49	
01-0502-5-752000	DANNER BOOTS	RAY O'HERRON CO INC	INITIAL HIRE UNIFORM - SIMS	134.95	
01-0502-5-752000	5 STAR DRESS CAP	RAY O'HERRON CO INC	INITIAL HIRE UNIFORM - SIMS	44.96	
01-0502-5-752000	HAT BAND	RAY O'HERRON CO INC	INITIAL HIRE UNIFORM - SIMS	8.99	
01-0502-5-752000	NAMEPLATE	RAY O'HERRON CO INC	INITIAL HIRE UNIFORM - SIMS	9.86	
01-0502-5-752000	STINGER LED LIGHT	RAY O'HERRON CO INC	INITIAL HIRE UNIFORM - SIMS	151.19	
01-0502-5-752000	UNIFORMS	UNITED SHIELD INTERNATIO	BODY ARMOR-EVANS	624.00	
01-0502-5-752000	UNIFORMS	UNITED SHIELD INTERNATIO	BODY ARMOR-PLETHER	624.00	
01-0502-5-752000	UNIFORMS	UNITED SHIELD INTERNATIO	BODY ARMOR-PEELER	624.00	
		Total For Dept 0502 POLICE PATROL		24,665.29	
Dept 0503 POLICE-INVESTIGATIONS					
01-0503-3-705000	CONTRACTUAL SERVICES	LEADSONLINE LLC	RENEWAL/INVESTIGATION SYSTEM 21-22	2,848.00	
01-0503-5-706000	MATERIALS AND SUPPLIES	ULINE, INC	TABLE / GLOVES	140.00	
01-0503-5-706000	MATERIALS AND SUPPLIES	ULINE, INC	GLOVES	388.99	
01-0503-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	LEGAL & LIABILITY RISK M	ONLINE TRAINING-DAVIS	150.00	
		Total For Dept 0503 POLICE-INVESTIGATIONS		3,526.99	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 01 GENERAL FUND					
Dept 0504 POLICE-COMMUNITY POLICING					
01-0504-5-706000	MATERIALS AND SUPPLIES	SIGN*A*RAMA	TABLECLOTH	190.65	
01-0504-5-706000	MATERIALS AND SUPPLIES	ULINE, INC	TABLE / GLOVES	129.00	
		Total For Dept 0504 POLICE-COMMUNITY POLICING		319.65	
Dept 0601 FIRE-ADMINISTRATION					
01-0601-3-742000	COPY MACHINE LEASE	PAKOSTA, MICHAEL J	REIMBURSE PRINTING ANNUAL REPORT	412.25	
01-0601-5-723000	OFFICE SUPPLIES	OFFICE DEPOT, INC	OFFICE SUPPLIES	899.94	
01-0601-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	OFFICE DEPOT, INC	OFFICE SUPPLIES	53.07	
		Total For Dept 0601 FIRE-ADMINISTRATION		1,365.26	
Dept 0603 FIRE-EMERGENCY SERVICES					
01-0603-3-705000	CONTRACTUAL SERVICES	VILLAGE OF VERNON HILLS	DISPATCH OPERATING & CAPITAL 4/21	11,699.65	
01-0603-3-728000	TECHNICAL SERVICES	COMCAST	SERVICE 3/15/21-4/14/21	1,509.31	
01-0603-3-728000	TECHNICAL SERVICES	MUNICIPAL COLLECTIONS OF	COLLECTION FEES 3/21	453.83	
01-0603-5-707000	FIREFIGHTER SUPPLIES	AMERICAN GASES CORP	OXYGEN	151.66	
01-0603-5-707000	FIREFIGHTER SUPPLIES	AMERICAN GASES CORP	OXYGEN	60.63	
01-0603-5-707000	FIREFIGHTER SUPPLIES	IL DEPT OF PUBLIC HEALTH	AMBULANCE LICENSE FORD 2020	25.00	
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	COMCAST	SUBSCRIPTION 4/4/21-5/3/21	10.00	
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	COUNTRYSIDE FIRE PROTECT	INCIDENT COMMAND TRAINING-GRIM/NASP/S	540.00	
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	NORTHERN IL DIVE TRAININ	DIVER TRAINING-BOYLE	925.00	
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	VILLAGE OF BUFFALO GROVE	CPR INSTRUCTION	150.00	
		Total For Dept 0603 FIRE-EMERGENCY SERVICES		15,525.08	
Dept 0604 FIRE-SUPPORT SERVICES					
01-0604-3-705000	CONTRACTUAL SERVICES	MOTOROLA INC	STARCOM RADIO SERVICE 4/1-4/30/21	102.00	
01-0604-4-709000	UTILITIES - STATION 3	CONSTELLATION NEW ENERGY	SERVICE 2/21	588.20	
01-0604-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTYV	MISC HARDWARE & SUPPLIES	59.91	
01-0604-5-706000	MATERIALS AND SUPPLIES	AMAZON CAPITAL SERVICES,	JANITORIAL SUPPLIES	567.12	
01-0604-5-706000	MATERIALS AND SUPPLIES	BATTERIES PLUS LLC	BATTERIES	38.52	
01-0604-5-706000	MATERIALS AND SUPPLIES	COMCAST	SERVICE 4/1-4/30/21	9.49	
01-0604-5-707000	FIREFIGHTER SUPPLIES	AIR ONE EQUIPMENT, INC	CHIEF HELMET	269.00	
01-0604-5-707000	FIREFIGHTER SUPPLIES	AIR ONE EQUIPMENT, INC	CHIEF HELMETS	400.00	
01-0604-5-707000	FIREFIGHTER SUPPLIES	CONWAY SHIELDS INC	HELMET SHIELD	79.14	
01-0604-5-707000	FIREFIGHTER SUPPLIES	FIRESERVICE MANAGEMENT	TURNOUT GEAR REPAIRS-HUGHES	277.50	
01-0604-5-707000	FIREFIGHTER SUPPLIES	INT'L FIRE EQUIPMENT COR	HYDRO TESTING FIRE EXTINGUISHER-STN3	189.55	
01-0604-5-707000	FIREFIGHTER SUPPLIES	INT'L FIRE EQUIPMENT COR	HYDRO TESTING FIRE EXTINGUISHER	336.59	
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORMS-ADAMS	54.95	
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORMS-CLOE	50.00	
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORMS-GAFFKE	54.95	
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORMS-ROBERTS	61.00	
01-0604-7-712000	MAINTENANCE BUILDINGS	AMAZON CAPITAL SERVICES,	GAS GRILL KNOBS	29.99	
01-0604-7-713000	MAINTENANCE GROUNDS	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 4/21	346.98	
01-0604-7-713000	MAINTENANCE GROUNDS	FLECK'S LANDSCAPING	LANDSCAPE MAINT #12	86.34	
01-0604-7-715000	MAINTENANCE OTHER EQUIPMENT	AIR ONE EQUIPMENT, INC	MAINT SERVICE/FILTERS-STN1	542.82	
01-0604-7-715000	MAINTENANCE OTHER EQUIPMENT	ALPHA PRIME COMMUNICATIO	SERVICE CALL: RADIO SYSTEM FOR NO IFE	725.00	
		Total For Dept 0604 FIRE-SUPPORT SERVICES		4,869.05	
Dept 0701 PARKS					
01-0701-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL INS	11,582.00	
01-0701-3-705000	CONTRACTUAL SERVICES	ADVANCED CLEANING SYSTEM	JANITORIAL SERVICES 3/21	618.53	
01-0701-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/21	22.37	
01-0701-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTYV	MISC HARDWARE & SUPPLIES	13.99	
01-0701-5-706000	MATERIALS AND SUPPLIES	J.C. LICHT	GARBAGE CAN PAINT	97.92	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 01 GENERAL FUND					
Dept 0701 PARKS					
01-0701-5-706000	MATERIALS AND SUPPLIES	SIGN*A*RAMA	SIGN MATERIAL	243.64	
01-0701-5-728000	TREE SURGERY AND SPRAYING	LUCAS LANDSCAPE AND DESI	HAZARD TREE REMOVAL	975.00	
01-0701-5-728000	WOOD LINE TRIMMING	TGF ENTERPRISES INC	WOOD LINE TRIMMING	1,330.00	
01-0701-5-752000	UNIFORMS	LECHNER & SONS	UNIFORMS	24.24	
01-0701-5-752000	UNIFORMS	LECHNER & SONS	UNIFORMS	24.24	
01-0701-7-712000	MAINTENANCE BUILDING	ACE HARDWARE OF LIBERTYV	MISC HARDWARE & SUPPLIES	116.74	
01-0701-7-712000	MAINTENANCE BUILDING	ANIMAL CONTROL SPECIALIS	BEAVER CONTROL-RED TOP	1,200.00	
01-0701-7-712000	MAINTENANCE BUILDING	BATTERIES PLUS LLC	12V LEAD BATTERY	18.95	
01-0701-7-712000	MAINTENANCE BUILDING	DOG WASTE DEPOT	DOG WASTE BAGS	851.04	
01-0701-7-712000	MAINTENANCE BUILDING	LOWE'S BUSINESS ACCOUNT	LIGHTS-RIVERSIDE PRESCH BLG	76.00	
01-0701-7-712000	MAINTENANCE BUILDING	MENARDS INC	FLAGPOLE LIGHT-RIVERSIDE	73.02	
01-0701-7-712000	MAINTENANCE BUILDING	MENARDS INC	LIGHTS FOR KITCHEN-RIVERSIDE	15.88	
01-0701-7-712000	MAINTENANCE BUILDING	MENARDS INC	SECURITY LIGHT-RIVERSIDE PRESC	9.99	
01-0701-7-712000	MAINTENANCE BUILDING	MENARDS INC	OUTSIDE LIGHTS-RIVERSIDE CLUBHOUSE	29.61	
01-0701-7-712000	MAINTENANCE BUILDING	MENARDS INC	SUPPLIES-RIVERSIDE/ADLER POOL BLD MAI	120.05	
01-0701-7-712000	MAINTENANCE BUILDING	MGN LOCK-KEY & SAFES, IN	BUILDING KEY MARKINGS	3.20	
01-0701-7-713000	MAINTENANCE GROUNDS	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 4/21	15,956.80	
01-0701-7-713000	MAINTENANCE GROUNDS	FLECK'S LANDSCAPING	LANDSCAPE MAINT #12	678.91	
		Total For Dept 0701 PARKS		34,082.12	
Dept 0702 RECREATION					
01-0702-3-713000	INDEPENDENT CONTRACTOR	IL SHOTOKAN KARATE INC	WTR2021 KARATE INSTRUCTION	2,097.60	
01-0702-3-713000	INDEPENDENT CONTRACTOR	K H KIM'S TAEKONDO	TAEKWONDO INSTRUCTION 1/9-3/20/21	422.40	
01-0702-3-742000	COPY MACHINE LEASE	RICOH USA, INC	ADDT'L COPIES 1/1/21-3/31/21	17.48	
01-0702-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY	SERVICE 2/21	783.92	
01-0702-5-706000	SUPPL & EXP - TOT PROGRAMS	HERCHENBACH, JULIE	REIMBURSE-PRESCHOOL SUPPLIES	58.43	
01-0702-5-706000	SUPPL & EXP - TOT PROGRAMS	RICOH USA, INC	ADDT'L COPIES 3/21	15.99	
01-0702-5-706000	SUPPL & EXP - TOT PROGRAMS	RICOH USA, INC	COPIER LEASE 4/21	83.30	
01-0702-5-706000	SUPPL & EXP - TOT PROGRAMS	SAM'S CLUB DIRECT COMM.	PRESCHOOL SUPPLIES	23.95	
01-0702-7-712000	MAINTENANCE BUILDING	ADVANCED CLEANING SYSTEM	JANITORIAL SERVICES 3/21	886.63	
01-0702-7-712000	MAINTENANCE BUILDING	ADVANCED CLEANING SYSTEM	JANITORIAL SERVICES 3/21	886.63	
01-0702-7-712000	MAINTENANCE BUILDING	ADVANCED CLEANING SYSTEM	JANITORIAL SERVICES 3/21	893.66	
		Total For Dept 0702 RECREATION		6,169.99	
Dept 0703 SWIMMING POOL OPERATIONS					
01-0703-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/21	64.26	
01-0703-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY	SERVICE 2/21	544.91	
		Total For Dept 0703 SWIMMING POOL OPERATIONS		609.17	
Dept 1000 EMERGENCY MANAGEMENT AGENCY					
01-1000-5-799000	MISCELLANEOUS	OFFICE DEPOT, INC	OFFICE SUPPLIES	2.80	
01-1000-5-799000	SANITIZER	PETTY CASH GENERAL	REPLENISH PETTY CASH	23.01	
		Total For Dept 1000 EMERGENCY MANAGEMENT AGENCY		25.81	
Dept 1200 LEGISLATIVE BDS & COMMITTEES					
01-1200-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	IL MUNICIPAL LEAGUE	2021MUNICIPAL MEMBERSHIP DUES	1,750.00	
		Total For Dept 1200 LEGISLATIVE BDS & COMMITTEES		1,750.00	
Dept 1500 CENTRAL BUSINESS DST PARKING					
01-1500-4-710000	TELEPHONE	COMCAST	SERVICE 3/21-4/20/21	31.92	
01-1500-7-713000	MAINTENANCE PARKING LOTS	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 4/21	652.43	
		Total For Dept 1500 CENTRAL BUSINESS DST PARKING		684.35	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 01 GENERAL FUND					
Dept 1600 COMMUNITY ORGAN/ACTIVITIES					
01-1600-3-750000	DIAL-A-RIDE	PACE SUBURBAN BUS	DIAL-A-RIDE 1/21	105.72	
		Total For Dept 1600 COMMUNITY ORGAN/ACTIVITIES		105.72	
Dept 1700 PUBLIC BUILDINGS					
01-1700-5-706000	MATERIALS AND SUPPLIES	ALBANY STEEL & BRASS COR	TOOLS FOR FM	104.79	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	ADVANCED CLEANING SYSTEM	JANITORIAL SERVICES 3/21	957.86	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 4/21	136.47	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	LECHNER & SONS	FLOOR MATS FOR THE VH	85.99	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	WAREHOUSE DIRECT, INC	JANITORIAL SUPPLIES	319.18	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	WARREN ELECTRIC, INC	6-BULBS-VH	28.50	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	ADVANCED CLEANING SYSTEM	JANITORIAL SERVICES 3/21	2,126.65	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	ADVANCED CLEANING SYSTEM	JANITORIAL SERVICES 3/21	1,118.86	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 4/21	558.04	
		Total For Dept 1700 PUBLIC BUILDINGS		5,436.34	
		Total For Fund 01 GENERAL FUND		185,628.17	
Fund 02 CONCORD SPECIAL SERVICE AREA					
Dept 0000 GENERAL					
02-0000-0-781000	LANDSCAPING	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 4/21	684.92	
		Total For Dept 0000 GENERAL		684.92	
		Total For Fund 02 CONCORD SPECIAL SERVICE AREA		684.92	
Fund 06 TIM/CREEK SPECIAL SERVICE AREA					
Dept 0000 GENERAL					
06-0000-0-781000	LANDSCAPING	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 4/21	454.66	
		Total For Dept 0000 GENERAL		454.66	
		Total For Fund 06 TIM/CREEK SPECIAL SERVICE AREA		454.66	
Fund 09 TAX INCREMENT FIN DIST #1					
Dept 0000 GENERAL					
09-0000-0-776000	PARKING IMPROVEMENTS	TESKA ASSOCIATES, INC	CHURCH GARAGE SIGN - ENG	680.00	
09-0000-0-798000	TIF SURPLUS REBATE	TREASURER OF LAKE COUNTY	TIF SURPLUS REBATE	2,984,684.00	151395
09-0000-0-798000	TIF SURPLUS REBATE	TREASURER OF LAKE COUNTY	TIF SURPLUS REBATE	31,489.00	151396
		Total For Dept 0000 GENERAL		3,016,853.00	
		Total For Fund 09 TAX INCREMENT FIN DIST #1		3,016,853.00	
Fund 13 HOTEL/MOTEL TAX FUND					
Dept 0000 GENERAL					
13-0000-0-713000	DOWNTOWN BEAUTIFICATION	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 4/21	3,009.25	
13-0000-0-759000	TOURISM PROMOTIONS	BEE-LINE COMMUNICATIONS,	MKTING SERV/LVILLE DINING/SHOP CAMPAI	3,500.00	
13-0000-0-759000	TOURISM PROMOTIONS	FED EX	SHIP DINING GUIDES TO CTM	141.36	
13-0000-0-762000	CIVIC CENTER	IL OFFICE OF THE STATE F	CIV CTR BOILER CERT & INSPECT FEE	100.00	
13-0000-0-781000	EMERGENCY CEILING REPAIRS ADLER	IN & OUT PAINTING	EMERGENCY CEILING REPAIRS AT ADLER CE	2,900.00	
13-0000-0-781000	ADLER CULTURAL CENTER	LAKE COUNTY HOSE & EQUIP	HOSE FOR ICE DAMS AT ADLER	139.15	
13-0000-0-781000	ADLER CULTURAL CENTER	SHERWIN-WILLIAMS	SANI SPRAYER REPAIR	93.00	
		Total For Dept 0000 GENERAL		9,882.76	
		Total For Fund 13 HOTEL/MOTEL TAX FUND		9,882.76	
Fund 14 COMMUTER PARKING FUND					

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 14 COMMUTER PARKING FUND					
Dept 0000 GENERAL					
14-0000-3-730000	RENTAL OF LAND	AMERICAN LEGION POST #32	PARKING LOT LEASE 4/21	550.00	
14-0000-3-730000	RENTAL OF LAND	AMERICAN LEGION POST #32	PARKING LOT LEASE 5/21	550.00	
14-0000-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY	SERVICE 2/21	446.30	
14-0000-4-710000	PHONE	PTS	PAY PHONE SERVICE 5/21	78.00	
14-0000-7-713000	MAINTENANCE GROUNDS	ADVANCED CLEANING SYSTEM	JANITORIAL SERVICES 3/21	195.00	
14-0000-7-713000	MAINTENANCE GROUNDS	ADVANCED CLEANING SYSTEM	JANITORIAL SERVICES 3/21	1,677.00	
14-0000-7-713000	MAINTENANCE GROUNDS	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 4/21	1,070.47	
14-0000-7-713000	MAINTENANCE GROUNDS	FLECK'S LANDSCAPING	LANDSCAPE MAINT #12	209.20	
		Total For Dept 0000 GENERAL		4,775.97	
		Total For Fund 14 COMMUTER PARKING FUND		4,775.97	
Fund 20 UTILITY FUND					
Dept 0000 GENERAL					
20-0000-0-401001	WATER	BALMES, JAMES	UB refund for account: 0209261100-09	58.28	
20-0000-0-401001	SEWER	BALMES, JAMES	UB refund for account: 0209261100-09	43.09	
20-0000-0-401001	DEPOSIT REFUND	BAYYURT, AHMET HAYRI	UB refund for account: 0211407500-07	200.00	
20-0000-0-401001	WATER	BAYYURT, AHMET HAYRI	UB refund for account: 0211407500-07	43.37	
20-0000-0-401001	SEWER	BAYYURT, AHMET HAYRI	UB refund for account: 0211407500-07	42.04	
20-0000-0-401001	WATER	BENTLEY'S PET STUFF	UB refund for account: 0102055600-07	45.91	
20-0000-0-401001	WATER	CARLSON LANDSCAPE ASSOC.	UB refund for account: 0109252600-00	24.40	
20-0000-0-401001	SEWER	CARLSON LANDSCAPE ASSOC.	UB refund for account: 0109252600-00	21.51	
20-0000-0-401001	SEWER	CARLSON LANDSCAPE ASSOC.	UB refund for account: 0109252601-00	34.47	
20-0000-0-401001	WATER	CARLSON LANDSCAPE ASSOC.	UB refund for account: 0109252601-00	20.61	
20-0000-0-401001	WATER	DANIELY, STEVEN	UB refund for account: 0212611800-09	17.65	
20-0000-0-401001	SEWER	DANIELY, STEVEN	UB refund for account: 0212611800-09	16.51	
20-0000-0-401001	WATER	LOWE, RONALD AND RENEE	UB refund for account: 0211419100-10	19.34	
20-0000-0-401001	WATER	LOWE, RONALD AND RENEE	UB refund for account: 0211419100-10	10.08	
20-0000-0-401001	SEWER	LOWE, RONALD AND RENEE	UB refund for account: 0211419100-10	9.26	
20-0000-0-401001	WATER	MAZZEI, BRIAN	UB refund for account: 0205144504-01	1,378.62	
20-0000-0-401001	WATER	SUHEY, AMANDA	UB refund for account: 0209263600-06	36.74	
20-0000-0-413000	LC INTERCEPTOR CONNECTION FEE	LAKE COUNTY DEPT OF PUBL	INTERCEPTOR CONNECTION FEES 3/21	1,490.00	
		Total For Dept 0000 GENERAL		3,511.88	
Dept 2020 WATER DEPARTMENT					
20-2020-2-720000	INSURANCE	MOE FRINGE BENEFITS	TREVOR LLOYD ADDED 4/5/21	762.00	
20-2020-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL INS	6,172.00	
20-2020-3-728000	TECHNICAL SERVICES	ARROW PLUMBING, INC	REPLACE METER & TEST FOR LEAKS-REJMAN	150.00	
20-2020-3-728000	TECHNICAL SERVICES	CONCENTRIC INTEGRATION,	CENTRUM HS PUMP 3 TRANSFORMER	779.38	
20-2020-3-728000	TECHNICAL SERVICES	DATA PROSE LLC	WTR/SWR BILLING 3/21	502.35	
20-2020-3-728000	TECHNICAL SERVICES	M.E. SIMPSON COMPANY, IN	LEAK LOCATOR/HILLCREST DR	820.00	
20-2020-3-728000	TECHNICAL SERVICES	SPRINT / NEXTEL COMMUNIC	SERVICE 2/24-3/23/21	17.00	
20-2020-3-728000	TECHNICAL SERVICES	SUBURBAN LABORATORIES, I	DISINFECTANT BYPRODUCTS	350.00	
20-2020-3-728000	TECHNICAL SERVICES	SUBURBAN LABORATORIES, I	WATER TESTING	205.00	
20-2020-3-728000	TECHNICAL SERVICES	SUBURBAN LABORATORIES, I	WATER TESTING	895.00	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/21	220.55	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/21	220.63	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 3/21	242.96	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 3/21	94.74	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 3/21	45.07	
20-2020-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY	SERVICE 2/21	1,198.58	
20-2020-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTYV	MISC HARDWARE & SUPPLIES	395.40	
20-2020-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTYV	MISC HARDWARE & SUPPLIES	(21.62)	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 20 UTILITY FUND					
Dept 2020 WATER DEPARTMENT					
20-2020-5-706000	MATERIALS AND SUPPLIES	BATTERIES PLUS LLC	BATTERIES	113.76	
20-2020-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	6-SHELF BINS	23.70	
20-2020-5-706000	MATERIALS AND SUPPLIES	USA BLUEBOOK	WORK LIGHT POWER CORD	54.03	
20-2020-5-722000	POSTAGE	DATA PROSE LLC	WTR/SWR BILLING 3/21	602.83	
20-2020-5-723000	OFFICE SUPPLIES	OFFICE DEPOT, INC	OFFICE SUPPLIES	105.79	
20-2020-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	IL SECTION AMERICAN WATE	WATER WEBINAR-TOLL	60.00	
20-2020-5-736000	CREDIT CARD FEES	INVOICE CLOUD INC	INVOICES PROGRAM FOR UTILITY CUSTOMER	1,495.35	
20-2020-5-798000	PURCHASE OF WATER - CLCJAWA	CENTRAL LK CTY JOINT ACT	WATER USAGE 3/21	131,407.07	
20-2020-5-798000	PURCHASE OF WATER - CLCJAWA	CENTRAL LK CTY JOINT ACT	CENTRUM MAINT 1/21	61.00	
20-2020-7-712000	MAINTENANCE BLDG AND GROUNDS	ADVANCED CLEANING SYSTEM	JANITORIAL SERVICES 3/21	679.16	
20-2020-7-712000	MAINTENANCE BLDG AND GROUNDS	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 4/21	141.22	
20-2020-7-712000	MAINTENANCE BLDG AND GROUNDS	FLECK'S LANDSCAPING	LANDSCAPE MAINT #12	249.85	
20-2020-7-712000	MAINTENANCE BLDG AND GROUNDS	MENARDS INC	GARFIELD WELL PIPING	232.79	
20-2020-7-712000	MAINTENANCE BLDG AND GROUNDS	MENARDS INC	GARFIELD WELL PIPING	277.08	
20-2020-7-712000	MAINTENANCE BLDG AND GROUNDS	MENARDS INC	GARFIELD WELL FITTINGS	63.97	
20-2020-7-716000	MAINTENANCE WATER LINE	FISCHER BROS FRESH CONCR	SIDEWALK/CURB REPAIR	791.50	
20-2020-7-716000	MAINTENANCE WATER LINE	GLOBAL EQUIPMENT COMPANY	HYDRANT BRACKETS	892.45	
20-2020-7-716000	MAINTENANCE WATER LINE	LESTER'S MATERIAL SERVIC	TOP SOIL	173.30	
20-2020-7-716000	MAINTENANCE WATER LINE	POINT READY MIX, LLC	CONCRETE CURB/SIDEWALK REPAIR	1,064.00	
20-2020-7-716000	MAINTENANCE WATER LINE	POINT READY MIX, LLC	FOWABLE FILL DAWES	914.50	
20-2020-7-716000	MAINTENANCE WATER LINE	USA BLUEBOOK	HYDRANT REPAIR WRENCH	407.36	
20-2020-7-716000	MAINTENANCE WATER LINE	USA BLUEBOOK	HYDRANT GREASE	197.58	
20-2020-7-716000	MAINTENANCE WATER LINE	USA BLUEBOOK	2-HYDRANT TRAFFIC REPAIR KIT	325.90	
20-2020-7-716000		USA BLUEBOOK	REPAIR TOOLS, SAFETY HARNESS	571.19	
20-2020-7-716000	MAINTENANCE WATER LINE	USA BLUEBOOK	REPAIR FITTINGS	125.01	
20-2020-7-716000	MAINTENANCE WATER LINE	USA BLUEBOOK	REPAIR FITTINGS CADDY	112.06	
20-2020-7-716000	MAINTENANCE WATER LINE	USA BLUEBOOK	HYDRANT REPAIR	358.95	
20-2020-7-716000	MAINTENANCE WATER LINE	VULCAN CONSTRUCTION MATE	STONE BACKFILL	876.12	
20-2020-7-716000	MEDALLION 5.25 VO BRKFL KIT	WATER PRODUCTS CO OF AUR	CLOW MEALLION PARTS	510.00	
20-2020-7-716000	5.25 MEDALLION SEAT ASSY	WATER PRODUCTS CO OF AUR	CLOW MEALLION PARTS	425.00	
20-2020-7-716000	MAINTENANCE WATER LINE	WEST SIDE TRACTOR SALES	HOOK FOR TRENCH SHORING	412.04	
		Total For Dept 2020 WATER DEPARTMENT		156,773.60	
Dept 2021 SEWER DEPARTMENT					
20-2021-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL INS	3,048.00	
20-2021-3-728000	TECHNICAL SERVICES	SPRINT / NEXTEL COMMUNIC	SERVICE 2/24-3/23/21	17.00	
20-2021-4-707000	COUNTY SEWER SERVICE	LAKE COUNTY DEPT OF PUBL	COUNTY SEWER 2/21	57,930.43	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/21	45.12	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/21	121.83	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/21	55.53	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/21	32.62	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/21	60.79	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/21	77.40	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 3/21	143.58	
20-2021-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY	SERVICE 2/21	120.02	
20-2021-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTYV	MISC HARDWARE & SUPPLIES	33.16	
20-2021-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTYV	MISC HARDWARE & SUPPLIES	(21.63)	
20-2021-5-706000	MATERIALS AND SUPPLIES	RAY SCHRAMER & CO	CONCRETE MIX	15.00	
20-2021-5-722000	POSTAGE	DATA PROSE LLC	WTR/SWR BILLING 3/21	602.83	
20-2021-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	IL SECTION AMERICAN WATE	SEWER WEBINAR-TOLL	30.00	
20-2021-7-715000	MAINTENANCE LIFT STATIONS	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 4/21	30.43	
20-2021-7-715000	MAINTENANCE LIFT STATIONS	FLECK'S LANDSCAPING	LANDSCAPE MAINT #12	279.93	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 20 UTILITY FUND					
Dept 2021 SEWER DEPARTMENT					
20-2021-7-716000	1" PRIMUS NOZZLE	R.N.O.W. INC	1" PRIMUS NOZZLE	2,098.00	
20-2021-7-716000	FREIGHT	R.N.O.W. INC	1" PRIMUS NOZZLE	37.48	
20-2021-7-716000	MAINTENANCE SEWER LINES	RAY SCHRAMER & CO	PVC PIPE	138.00	
20-2021-7-716000	MAINTENANCE SEWER LINES	RAY SCHRAMER & CO	AMERIMIX	14.70	
		Total For Dept 2021 SEWER DEPARTMENT		64,910.22	
Dept 2022 WASTE WATER TREATMENT PLANT					
20-2022-3-728000	TECHNICAL SERVICES	AIR ONE EQUIPMENT, INC	METER CALIBRATION	40.00	
20-2022-7-712000	MAINT - BUILDING & GROUNDS	ADVANCED CLEANING SYSTEM	JANITORIAL SERVICES 3/21	450.00	
20-2022-7-712000	MAINT - BUILDING & GROUNDS	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 4/21	936.74	
20-2022-7-712000	MAINT - BUILDING & GROUNDS	MENARDS INC	SHOVELS	92.91	
20-2022-7-715000	MAINTENANCE OTHER EQUIPMENT	GRAINGER INC	SLUDGE PUMP	156.57	
20-2022-7-715000	MAINTENANCE OTHER EQUIPMENT	GRAINGER INC	DIGESTER BUILDING	160.31	
20-2022-7-715000	MAINTENANCE OTHER EQUIPMENT	STEINER ELECTRIC COMPANY	10-FUSES	88.22	
		Total For Dept 2022 WASTE WATER TREATMENT PLANT		1,924.75	
Dept 2024 UTILITY-CAPITAL IMPROVEMENT					
20-2024-6-750000	FORTIGATE60 5 YEARS SECURITY	CDW GOVERNMENT, INC	NEW SCADA SERVER FOR WWTP	2,060.48	
20-2024-6-750000	MICROSOFT SERVER 16CORE	CDW GOVERNMENT, INC	NEW SCADA SERVER FOR WWTP	740.00	
20-2024-6-750000	MICROSOFT SERVER LICENSE	CDW GOVERNMENT, INC	NEW SCADA SERVER FOR WWTP	258.60	
20-2024-6-750000	WWTP IMPR	CONCENTRIC INTEGRATION,	SCADA UPGRADE	23,559.17	
20-2024-6-750000	2" FLOW METER	GRAINGER INC	CHLORINE TANK LINE REPLACEMENT CARRIE	2,314.54	
20-2024-6-750000	WWTP IMPR	GRAINGER INC	NON POTABLE SYSTEM	157.63	
20-2024-6-750000	WWTP IMPR	GRAINGER INC	4-PVC ELBOWS	20.72	
20-2024-6-750000	WWTP IMPR	MCMASTER-CARR SUPPLY CO	CHEM LINE REPLACEMENT	151.09	
20-2024-6-750000	WWTP IMPR	MCMASTER-CARR SUPPLY CO	CHEM LINE REPLACEMENT	318.62	
20-2024-6-750000	WWTP IMPR	MCMASTER-CARR SUPPLY CO	CHEM LINE REPLACEMENT	95.92	
20-2024-6-750000	WWTP IMPR	STRAND ASSOCIATES, INC	BLOWER & DIFFUSER REPLCMNT PROJ	9,095.72	
20-2024-6-776000	SANITARY SEWER REPAIRS	PADDOCK PUBLICATIONS, IN	BID NOTICE	21.00	
20-2024-6-778000	WELL CAPACITY STUDY	ENGINEERING ENTERPRISES	GARFIELD WELL REHAB #11	686.25	
20-2024-6-795000	WATER SYSTEM IMPROVEMENTS	CONCENTRIC INTEGRATION,	SCADA SYSTEM UPGRADE	17,033.15	
		Total For Dept 2024 UTILITY-CAPITAL IMPROVEMENT		56,512.89	
		Total For Fund 20 UTILITY FUND		283,633.34	
Fund 21 STORMWATER SEWER FUND					
Dept 2121 STORMWATER SEWER					
21-2121-7-718000	MAINTENANCE STORM SEWERS	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 4/21	1,829.15	
21-2121-7-718000	MAINTENANCE STORM SEWERS	CLEAN SWEEP	SWEEPING 3/31/21	11,402.10	
21-2121-7-718000	MAINTENANCE STORM SEWERS	FLECK'S LANDSCAPING	LANDSCAPE MAINT #12	69.51	
		Total For Dept 2121 STORMWATER SEWER		13,300.76	
		Total For Fund 21 STORMWATER SEWER FUND		13,300.76	
Fund 30 VEHICLE MAINT/REPL SERVICE FD					
Dept 0000 GENERAL					
30-0000-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL INS	6,972.00	
30-0000-3-728000	CONTRACTUAL REPAIR SERVICES	INTERSTATE BILLING SERVI	PERFORM ROADCALL SERVICE ON ENGINE	318.00	
30-0000-3-788000	REBUILT TRANSMISSION AND CONVER	KARRY BROTHERS TRANSMISS	TRANSMISSION REBUILD	2,395.00	
30-0000-3-788000	TRANSMISSION FLUID	KARRY BROTHERS TRANSMISS	TRANSMISSION REBUILD	70.00	
30-0000-3-788000	LABOR R&R TRANSMISSION	KARRY BROTHERS TRANSMISS	TRANSMISSION REBUILD	650.00	
30-0000-5-706000	SHOP SUPPLIES	ALBANY STEEL & BRASS COR	CUTTING FLUID	68.57	
30-0000-5-706000	SHOP SUPPLIES	MEYER LABORATORY, INC	RUST PENETRANT	94.94	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 30 VEHICLE MAINT/REPL SERVICE FD					
Dept 0000 GENERAL					
30-0000-5-706000	SHOP SUPPLIES	SERVICE COMPONENTS INC	300-HEX NUTS	40.28	
30-0000-5-706000	SHOP SUPPLIES	SERVICE COMPONENTS INC	SHOP SUPPLIES	477.90	
30-0000-5-711000	GASOLINE & OIL	AL WARREN OIL CO INC	GASOLINE	15,476.80	
30-0000-5-711000	GASOLINE & OIL	AMERICAN GASES CORP	PROPANE	179.70	
30-0000-5-711000	GASOLINE & OIL	AMERICAN GASES CORP	CYLINDERS	48.75	
30-0000-5-713000	VEHICLE WASHING	LIBERTYVILLE CAR SPA	CAR WASH 3/21	132.20	
30-0000-5-714000	VEHICLE PARTS	ACE HARDWARE OF LIBERTYV	MISC HARDWARE & SUPPLIES	6.54	
30-0000-5-714000	VEHICLE PARTS	DUXLER TIRE STORE	TIRES	817.48	
30-0000-5-714000	VEHICLE PARTS	DUXLER TIRE STORE	TIRE DISPOSAL	51.00	
30-0000-5-714000	VEHICLE PARTS	FOSTER COACH SALES, INC	HORTON ROTARY LATCH	106.08	
30-0000-5-714000	VEHICLE PARTS	GRAINGER INC	TIE DOWNS	123.75	
30-0000-5-714000	VEHICLE PARTS	HAVEY COMMUNICATIONS INC	BATTERY CHARGER Q463	611.50	
30-0000-5-714000	VEHICLE PARTS	INTERSTATE BILLING SERVI	COOLANT SENSOR	135.00	
30-0000-5-714000	VEHICLE PARTS	INTERSTATE BILLING SERVI	MUD FLAP	213.00	
30-0000-5-714000	FAN DRIVE	INTERSTATE BILLING SERVI	CREDIT RETURN-REPAIR PARTS TRUCK 315	(1,450.00)	
30-0000-5-714000	VEHICLE PARTS	LIBERTYVILLE LINCOLN SAL	2-HUB CAPS	118.88	
30-0000-5-714000	VEHICLE PARTS	MACQUEEN EQUIPMENT LLC	GRAB HANDELS	164.84	
30-0000-5-714000	VEHICLE PARTS	MACQUEEN EQUIPMENT LLC	AIR GAUGE AND PRESSURE SWITCH	297.12	
30-0000-5-714000	VEHICLE PARTS	MENARDS INC	ANGLE IRON-DIVE VAN	17.99	
30-0000-5-714000	VEHICLE PARTS	MIDWEST PAVING EQUIPMENT	TRAILER JACK	350.04	
		Total For Dept 0000 GENERAL		28,487.36	
		Total For Fund 30 VEHICLE MAINT/REPL SERVICE FD		28,487.36	
Fund 31 TECHNOLOGY EQUIP/REPL SER FD					
Dept 0000 GENERAL					
31-0000-3-728000	CONSULTING SERVICES	MGP, INC	GISC STAFFING SERVICES	10,418.92	
31-0000-3-728000	CONSULTING SERVICES	PRESCIENT SOLUTIONS	IT SUPPORT SERVICES #12 5/21	21,568.75	
31-0000-4-711000	WIRELESS SERVICE	VERIZON	SERVICE 2/20-3/19/21	3,351.23	
31-0000-4-719000	INTERNET ACCESS	COMCAST	SERVICE 3/15/21-4/14/21	4,676.49	
31-0000-5-729000	ADOBE ACROBAT PRO	CDW GOVERNMENT, INC	ADOBE LICENSE RENEWAL	1,823.90	
31-0000-5-729000	ADOBE PHOTOSHOP	CDW GOVERNMENT, INC	ADOBE LICENSE RENEWAL	411.83	
31-0000-5-729000	ADOBE CREATIVE CLOUD	CDW GOVERNMENT, INC	ADOBE LICENSE RENEWAL	1,835.50	
31-0000-5-799000	MISCELLANEOUS	CDW GOVERNMENT, INC	IPAD CASE	93.24	
31-0000-5-799000	MISCELLANEOUS	CDW GOVERNMENT, INC	EXTREME CLOUD IQ PILOT	354.30	
31-0000-5-799000	MISCELLANEOUS	CDW GOVERNMENT, INC	EXTREME EW TAC	112.00	
31-0000-5-799000	MISCELLANEOUS	PENTEGRA SYSTEMS LLC	REMOTE SUPPORT TO FIX ENTRANCE CAMERA	145.00	
		Total For Dept 0000 GENERAL		44,791.16	
		Total For Fund 31 TECHNOLOGY EQUIP/REPL SER FD		44,791.16	
Fund 40 PROJECT FUND					
Dept 0000 GENERAL					
40-0000-0-768000	STREETSCAPE IMPROVEMENTS	RHMG ENGINEERS, INC	ENG SERV/ST MARY'S RD QUIET ZONE	458.13	
40-0000-0-799000	PHASE 1	S. B. FRIEDMAN & COMPANY	CORRIDOR STUDY - SOUTH MILWAUKEE AVE	3,315.40	
		Total For Dept 0000 GENERAL		3,773.53	
		Total For Fund 40 PROJECT FUND		3,773.53	
Fund 45 PARK IMPROVEMENT FUND					
Dept 0000 GENERAL					
45-0000-0-782000	PARK IMPROVEMENT COSTS	LAKE COUNTY STORMWATER M	BUTLER LAKE PARKING LOT-ENG	440.00	
45-0000-0-782000	PARK IMPROVEMENT COSTS	LAKE COUNTY STORMWATER M	DEP-BUTLER LAKE PARKING LOT-ENG	960.00	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 45 PARK IMPROVEMENT FUND					
Dept 0000 GENERAL					
		Total For Dept 0000 GENERAL		1,400.00	
		Total For Fund 45 PARK IMPROVEMENT FUND		1,400.00	
Fund 46 PUBLIC BUILDING IMPROVEMENT FD					
Dept 0000 GENERAL					
46-0000-0-790000	VILLAGE HALL	ACE HARDWARE OF LIBERTYV	MISC HARDWARE & SUPPLIES	23.95	
46-0000-0-790000	VH RENOVATION PLUMBING WORK	ARROW PLUMBING, INC	VH RENOVATION PLUMBING WORK	563.28	
46-0000-0-790000	VH RENOVATION PLUMBING WORK	ARROW PLUMBING, INC	VH RENOVATION PLUMBING WORK	1,561.82	
46-0000-0-790000	SUPPLY MATERIALS AS SPEC. ON QU	BOS	OFFICE FURNITURE-RIVERSIDE REC	5,656.53	
46-0000-0-790000	INSTALLATION LABOR	BOS	OFFICE FURNITURE-RIVERSIDE REC	1,035.00	
46-0000-0-790000	PREPAYMENT DISCOUNT	BOS	OFFICE FURNITURE-RIVERSIDE REC	(100.00)	
46-0000-0-790000	RIVERSIDE ELECTRICAL/HVAC/WORK	CAHILL HEATING & A/C	RIVERSIDE ELECTRICAL/HVAC/WORK	7,850.00	
46-0000-0-790000	VILLAGE HALL	CAHILL HEATING & A/C	RIVERSIDE ELECTRICAL/HVAC/WORK	1,070.00	
46-0000-0-790000	VILLAGE HALL	HALO HOME TECHNOLOGY INC	REQUIRED IT WORK FOR RIVERSIDE RENOVA	580.00	
46-0000-0-790000	VILLAGE HALL	IN & OUT PAINTING	INTERIOR PAINT-RIVERSIDE	1,000.00	
46-0000-0-790000	VILLAGE HALL	IN & OUT PAINTING	INTERIOR PAINT-RIVERSIDE	1,000.00	
46-0000-0-790000	VILLAGE HALL	MENARDS INC	DRYWALL FOR PROJECT	10.98	
46-0000-0-790000	VILLAGE HALL	MENARDS INC	SUPPLIES FOR RIVERSIDE PROJECT	99.70	
46-0000-0-790000	VILLAGE HALL	T & T REPRODUCTIONS & SU	48-PAPER COPIES OF RIVERSIDE REC OFFI	28.80	
46-0000-0-790000	VILLAGE HALL	TWIN SUPPLIES, LTD	LIGHT UPGRADE-RIVERSIDE	830.00	
46-0000-0-792000	PUBLIC WORKS BUILDING	BUILDERS CHICAGO CORPORA	INSPECT FRONT IDLERS ON CHAIN HOIST	300.00	
		Total For Dept 0000 GENERAL		21,510.06	
		Total For Fund 46 PUBLIC BUILDING IMPROVEMENT FD		21,510.06	
Fund 60 LIBERTYVILLE SPORTS COMP FUND					
Dept 0000 GENERAL					
60-0000-0-425000	LEASE SECURITY DEPOSITS	GREATER LIB SOCCER ASSN	REFUND SECURITY DEPOSIT	20,000.00	
		Total For Dept 0000 GENERAL		20,000.00	
Dept 6001 LSC-INDOOR SPORTS CENTER					
60-6001-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/21	24.72	
60-6001-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY	SERVICE 2/21	6,493.86	
60-6001-4-719000	INTERNET ACCESS	COMCAST	SERVICE 3/15/21-4/14/21	543.25	
60-6001-5-706000	MATERIALS AND SUPPLIES SPORTS	SERVICE SANITATION, INC.	RESTROOM RENTAL 4/21	120.51	
60-6001-5-750000	Program ID 10465	Alissa Dovichi	Program ID 10465	28.76	
60-6001-5-750000	Program ID 10465	Alissa Dovichi	Program ID 10465	28.76	
60-6001-7-712000	MAINTENANCE BUILDING	ADVANCED CLEANING SYSTEM	JANITORIAL SERVICES 3/21	353.00	
60-6001-7-712000	MAINTENANCE BUILDING	FILTER SERVICES INC	165-FILTERS	724.15	
60-6001-7-712000	MAINTENANCE BUILDING	IL OFFICE OF THE STATE F	2 WATER HEATER CERTIFICATES LSC	140.00	
60-6001-7-712000	MAINTENANCE BUILDING	LAKE COUNTY GLASS DESIGN	REPLACE TEMPERED GLASS IN BOX RM-LSC	483.00	
60-6001-7-712000	MAINTENANCE BUILDING	LECHNER & SONS	MAT SERVICE FOR LSC	68.04	
60-6001-7-712000	MAINTENANCE BUILDING	LECHNER & SONS	MAT SERVICE FOR LSC	68.04	
60-6001-7-712000	MAINTENANCE BUILDING	LECHNER & SONS	MAT SERVICE FOR LSC	68.04	
60-6001-7-714000	MAINTENANCE GROUNDS	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 4/21	1,793.62	
		Total For Dept 6001 LSC-INDOOR SPORTS CENTER		10,937.75	
		Total For Fund 60 LIBERTYVILLE SPORTS COMP FUND		30,937.75	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #

Fund Totals:

Fund 01 GENERAL FUND	185,628.17
Fund 02 CONCORD SPECIA	684.92
Fund 06 TIM/CREEK SPEC	454.66
Fund 09 TAX INCREMENT	3,016,853.00
Fund 13 HOTEL/MOTEL TA	9,882.76
Fund 14 COMMUTER PARKI	4,775.97
Fund 20 UTILITY FUND	283,633.34
Fund 21 STORMWATER SEW	13,300.76
Fund 30 VEHICLE MAINT/	28,487.36
Fund 31 TECHNOLOGY EQU	44,791.16
Fund 40 PROJECT FUND	3,773.53
Fund 45 PARK IMPROVEME	1,400.00
Fund 46 PUBLIC BUILDIN	21,510.06
Fund 60 LIBERTYVILLE S	30,937.75
Total For All Funds:	3,646,113.44

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 13, 2021

Agenda Item: Consideration of a Resolution Approving a Professional Services Agreement with Lauterbach & Amen, LLP

Staff Recommendation: Approve Resolution

Staff Contact: Nicholas A. Mostardo, Director of Finance

Background: The Village of Libertyville currently has a contract with the accounting firm of Lauterbach & Amen of Naperville, Illinois to provide annual financial audit services to the Village. An annual audit of the Village's financial statements by a firm of certified public accountants is required under 50 ILCS 310, the *Government Account Audit Act*.

On October 23, 2018, the Village Board adopted Resolution 18-R-205, which awarded a three-year contract to Lauterbach & Amen to provide auditing services for the fiscal years ending 4/30/2019, 4/30/2020, and 4/30/2021. In advance of the contract expiration and in an effort to secure stable pricing, staff requested a proposal from Lauterbach & Amen for a three-year renewal.

The three-year renewal holds the current year price (for FYE 4/30/2021) of $35,480 for two additional years, through FYE 4/30/2023. For the final year of the proposed renewal, FYE 4/30/2024, Lauterbach & Amen has proposed an increase of 3.0%, or $1,060, for a total of $36,540.

On March 30, 2021, the Finance Committee reviewed the proposed contract and referred it to the full Village Board with a positive recommendation. Staff recommends approval of the attached Resolution awarding a professional services agreement to Lauterbach & Amen, LLP.

RESOLUTION NO. 21-R-_____

A RESOLUTION APPROVING THE RENEWAL OF THE AGREEMENT
WITH LAUTERBACH & AMEN, LLP
FOR ANNUAL FINANCIAL AUDIT SERVICES

WHEREAS, on October 23, 2018, the Village President and Board of Trustees adopted Resolution No. 18-R-205, approving a three-year agreement (***"Agreement"***) with Lauterbach & Amend, LLP (***"Consultant"***) for annual financial audit services (***"Services"***); and

WHEREAS, the Agreement expires on April 30, 2021; and

WHEREAS, the Village has been satisfied with the Services provided by the Consultant; and

WHEREAS, the Village desires to renew the Agreement for three additional years, in an amount not to exceed $35,480 for years one and two, and $36,540 for year three (***"First Renewal"***); and

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

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

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

SECTION 2 The First Renewal of the Agreement by and between the Village and the Consultant for the Services is hereby approved substantially in the form attached to this Resolution

as **Exhibit A**, and in a final form and substance acceptable to the Village Administrator and the Village Attorney.

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

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ___ day of April, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this ___th day of April, 2021.

_____
Terry L. Weppler, Village President

ATTEST:

_____
Sally A. Kowal, Village Clerk

EXHIBIT A

FIRST RENEWAL

Lauterbach & Amen, LLP
CERTIFIED PUBLIC ACCOUNTANTS
668 N. RIVER ROAD • NAPERVILLE, ILLIN
PHONE 630.393.1483 • FAX 630.393.2516
www.lauterbachamen.com

January 14, 2021

The Honorable Village President
Members of the Board of Trustees
Village of Libertyville, Illinois

We are pleased to confirm our understanding of the services we are to provide the Village of Libertyville, Illinois for the years ended April 30, 2022, April 30, 2023 and April 30, 2024. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Village as of and for the years ended April 30, 2022, April 30, 2023 and April 30, 2024. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Village's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Village's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited: management's discussion and analysis, the budgetary comparison schedules, pension plan employer contribution schedules, changes in the employer's net pension liability schedules, pension plan investment return schedules, and schedule of changes in employer's total OPEB liability.

We have also been engaged to report on supplementary information other than RSI that accompanies the Village's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole: combining and individual fund statements and budgetary comparison schedules, and other information listed as supplemental schedules.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information: introductory and statistical information.

Audit Objective

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements taken as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Village's financial statements. Our report will be addressed to the Board of Trustees of the Village. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Audit Procedures – General (Continued)

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Control

Our audit will include obtaining an understanding of the Village and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Village's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also assist in preparing the financial statements and required audit adjustments, if any, for the Village in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statements previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation in the financial statements in conformity with U.S. generally accepted accounting principles.

Management Responsibilities (Continued)

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

Our fees for the April 30, 2022, April 30, 2023 and April 30, 2024 audits will be as follows:

	April 30, 2022	April 30, 2023	April 30, 2024
Financial Statements (CAFR)	$34,320	$34,320	$35,340
Municipal Compliance Report	$580	$580	$600
TIF Report	$580	$580	$600
Total Fees	$35,480	$35,480	$36,540

The Village agrees that during the term of this agreement and for a period of twelve months thereafter, the Village shall not solicit, or arrange an employment contract with personnel of Lauterbach & Amen, LLP. Violation of this provision shall, in addition to other relief, require the Village to compensate Lauterbach & Amen, LLP with one hundred percent of the solicited person's annual compensation.

We appreciate the opportunity to be of service to the Village of Libertyville, Illinois and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return it to us.

Cordially,

Lauterbach & Amen, LLP

LAUTERBACH & AMEN, LLP

RESPONSE:

This letter correctly sets forth the understanding of the Village of Libertyville, Illinois.

By: _____

Title: _____

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 13, 2021

Agenda Item: Consideration of a Resolution Amending Administrative Policy 12-01, "Fund Balance Policy"

Staff Recommendation: Approve Resolution

Staff Contact: Nicholas A. Mostardo, Director of Finance

Background: On September 11, 2012, the Village Board approved Administrative Policy 12-01, "Fund Balance Policy". The policy outlines the parameters of the Village's year-end fund balance requirements for all categories of funds: Governmental, Special Revenue, Debt Service, Capital, Enterprise, and Internal Service.

The Enterprise funds and Internal Service funds are considered Proprietary funds that utilize the full accrual basis of accounting. The current fund balance policy utilizes a net asset measurement to benchmark compliance with fund balance policy, which for the Enterprise funds is three months of operating expenses. During last year's audit, a concern arose about this stated policy benchmark due to the material changes to the financial statements effectuated by GASB 67 "Financial Reporting for Pension Plans", implemented in FY 2014-2015.

The incorporation of long term pension liabilities in the Unrestricted Net Position figure artificially lowers the actual resources available on paper for purposes of calculating the fund balance policy amount. This creates a somewhat misleading situation where it appears in the financial statements that the Village might be under its fund balance policy in its Enterprise funds, but on an available resource basis, the fund is actually quite healthy relative to the three month operating expense benchmark.

Staff worked closely with the Village's auditing firm of Lauterbach & Amen to formulate a solution to this challenge with the goal of revising the fund balance policy to reflect a true accounting of current available resources. The most appropriate option that both parties agreed to is a modification of the fund balance policy for the Enterprise funds that measures the three months of operating expenses against Current Assets less Current Liabilities rather than Unrestricted Net Position.

On March 30, 2021, the Finance Committee reviewed the proposed changes to Administrative Policy 12-01 and referred it to the full Village Board with a positive recommendation. Staff recommends approval of the attached Resolution amending Administrative Policy 12-01, "Fund Balance Policy".

RESOLUTION NO. 21-R-_____

A RESOLUTION APPROVING AN AMENDED AND RESTATED ADMINISTRATIVE POLICY 12-01, "FUND BALANCE POLICY"

WHEREAS, on September 11, 2012, the Village President and Board of Trustees adopted Administrative Policy 12-01, establishing a fund balance and net asset policy for the Village (***"Fund Balance Policy"***); and

WHEREAS, the Fund Balance Policy currently utilizes a net asset measurement to benchmark compliance with the Fund Balance Policy, which for the Village's enterprise funds is three months of operating expenses; and

WHEREAS, the Fund Balance Policy states that benchmark compliance should be calculated using the Unrestricted Net Position figure, which includes the Village's long-term pension liabilities; and

WHEREAS, in consultation with the Village's auditing firm, Village staff recommends that the Fund Balance Policy should be revised to measure benchmark compliance for the Enterprise funds using the Current Assets less Current Liabilities figure rather than Unrestricted Net Position figure (***"Amended and Restated Policy"***); and

WHEREAS, the Amended and Restated Policy will provide a clearer account of the Enterprise funds' financial health; and

WHEREAS, the Village President and Board of Trustees have determined that adopting the Amended and Restated Policy will serve and be in the best interest of the Village and its residents;

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

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

SECTION 2 The Amended and Restated Policy is hereby approved substantially in the form attached to this Resolution as **Exhibit A**.

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

PASSED this ___ day of April, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this ___th day of April, 2021.

_____
Terry L. Weppler, Village President

ATTEST:

_____
Sally A. Kowal, Village Clerk

EXHIBIT A

AMENDED AND RESTATED POLICY

ADMINISTRATIVE POLICY 12-01

MEMORANDUM

TO: All Village Employees

FROM: ~~Kevin J. Bowens, Village Administrator~~Kelly A. Amidei, Village Administrator

DATE: ~~August 28, 2012~~April 13, 2021

ADMINISTRATIVE POLICY 12-01: FUND BALANCE POLICY

Purpose

A Fund Balance/Net Assets Policy establishes a minimum level at which the projected end-of-year fund balance/net assets must observe; as a result of the constraints imposed upon the resources reported by the governmental and proprietary funds. This policy is established to provide financial stability, cash flow for operations, and the assurance that the Village will be able to respond to emergencies with fiscal strength. More detailed fund balance financial reporting and the increased disclosures will aid the user of the financial statements in understanding the availability of resources.

It is the Village's philosophy to support long-term financial strategies, where fiscal sustainability is its first priority, while also building funds for future growth. It is essential to maintain adequate levels of funds balance/net assets to mitigate current and future risks and to ensure tax rates. Fund balance/net asset levels are also crucial consideration in long-term financial planning. Credit rating agencies carefully monitor levels of fund balance/net assets and unassigned fund balance in the General Fund to evaluate the Village's continued creditworthiness.

Following are several reasons why an unreserved/unassigned fund balance should be maintained:

- Unreserved fund balance can permit the temporary match in revenue to growth in expenditures until a permanent revenue enhancement or expenditure control is put into place.
- Errors in revenue and expenditure estimation could arise due to the difficulty in identifying the turning point in a given business cycle.
- A larger unreserved fund balance may be required when a majority of revenues are economic driven such as sales and income taxes, along with building fees.
- Reserves can help with providing emergency funds in the event of a natural disaster, providing additional funds for limited unexpected service needs and to provide limited funds to smooth fluctuations in revenues caused by changes in economic conditions.

Definitions

Governmental Funds

The fund balance will be composed of three primary categories:

1) Nonspendable Fund Balance – portion of a Governmental Fund's fund balance that are not available to be spent, either in the short-term or long-term, or through legal restrictions (e.g., inventories, prepaid items, land held for resale and endowments).

2) Restricted Fund Balance – portion of a Governmental Fund's fund balance that are subject to external enforceable legal restrictions (e.g., grantor, contributor and property tax levies).

3) Unrestricted Fund Balance – is made up of three components:

A) Committed Fund Balance – the portion of a Governmental Fund's fund balance with self-imposed constraints or limitations that have been placed at the highest level of decision making through formal Board action. The same action is required to remove the commitment of fund balance.

B) Assigned Fund Balance – the portion of a Governmental Fund's fund balance to denote an intended use of resources but with no formal Board action.

C) Unassigned Fund Balance – available expendable financial resources in a governmental fund that is not the object of tentative management plan.

Some funds are funded by a variety of resources, including both restricted and unrestricted (committed, assigned and unassigned). The Government assumes that the order of spending fund balance is as follows: restricted, committed, assigned, unassigned.

Definitions – Continued

Proprietary Funds

Proprietary funds include enterprise and internal service funds. The net assets will be composed of three primary categories:

1) Invested in Capital Assets, Net of Related Debt – portion of a proprietary fund's net assets that reflects the fund's net investment in capital assets less any amount of outstanding debt related to the purchase/acquisition of said capital assets. Related debt, for this purpose, includes the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of capital assets of the Government.

2) Restricted Net Assets – portion of a proprietary fund's net assets that are subject to external enforceable legal restrictions (e.g., grantor, contributor and bond covenants).

3) Unrestricted Net Assets – portion of a proprietary fund's net assets that is neither restricted nor invested in capital assets (net of related debt).

Authority

Governmental Funds

Committed Fund Balance – A self-imposed constraint on spending the fund balance must be approved by ordinance or resolution of the Board. Any modifications or removal of the self-imposed constraint must use the same action used to commit the fund balance. Formal action to commit fund balance must

occur before the end of the fiscal year. The dollar amount of the commitment can be determined after year end.

Assigned Fund Balance – A self-imposed constraint on spending the fund balance based on the Government's intent to use fund balance for a specific purpose. The authority may be delegated to members of the management team by the Board.

Minimum Unrestricted Fund Balance Levels

Governmental Funds

General Fund

Purpose – Is a major fund and the general operating fund of the Government. It is used to account for all activities that are accounted for in another fund.

Fund Balance – Unreserved fund balance for the General Fund will be maintained at minimum level equal of 17% of expenditures to cover cash flow plus an amount equal to 60% of the average sales tax revenue from the previous three year period to cover a possible reduction in revenues as was experienced during the ~~last economic downturn~~Great Recession.

Unreserved Fund Balance will be reported upon at each quarterly Finance Committee meeting. Should the unreserved fund balance for the General Fund drop below 60% of the average sales tax revenue from the previous three year period, a town hall meeting will be held to discuss fund balance, reserves, expenditures and tax increases.

Reductions for operational purposes will be only to cover extraordinary circumstances or to bridge a revenue gap. These reductions will be short term in nature and will be resolved by either implementing a new, recurring source of revenue or to permit time to plan a reduction in expenditure levels.

The unreserved fund balance for the general fund will be reviewed annually during the budget process. Balances in excess of the required reserve will be reviewed by the Village Board. They then may be transferred to the Capital Improvements Fund to support future capital projects.

Special Revenue Fund

Purpose - Used to account for and report the proceeds of specific revenue sources that are legally restricted or committed to expenditures for specified purposes other than debt service or capital projects.

Financing – Special revenue funds are provided by a specific annual property tax levy or other restricted and/or committed revenue source. Financing may also be received from other charges for services, etc.

Fund Balance – Derived from property taxes (other another restricted revenue source); therefore, legally restricted. The portion of fund balance derived from property taxes will be legally restricted. The remaining fund balance amount (restricted and/or committed) will be targeted at a minimum level of 25% of annual budgeted expenditures. This will be adjusted annually with the adoption of the annual budget and is calculated at a minimum of three months of expenditures not including capital, debt service and transfers.

Debt Service Fund

Purpose – Established to account for financial resources that are restricted, committed, or assigned to expenditure for principal and interest.

Financing – The municipality levies an amount or transfers in an amount close to the principal and interest that is anticipated to be paid.

Fund Balance –Derived from property taxes; therefore, legally restricted. Any fund balance accumulation should be a maximum the amount of the next principal and interest payment due.

Capital Projects Fund

Purpose - Established to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays including the acquisition or construction of capital facilities and other capital assets, excluding those types of capital related outflows financed by proprietary funds.

Financing – Debt financing, grants, or interfund transfers are used to finance projects.

Fund Balance – Considered segregated for maintenance, construction and/or development; therefore, considered committed, restricted, or assigned depending on the intended source/use of the funds.

Proprietary Funds

Enterprise Fund

Purpose - Established to account for and report financial resources at are invested in capital assets, net of related debt, restricted, or unrestricted for future spending related to the fund. The focus of enterprise fund measurement is upon determination of operating income, changes in net assets, financial position, and cash flows. The generally accepted accounting principles applicable are those similar to businesses in the private sector. Enterprise funds are required to account for operations for which a fee is charged to external users for goods or services and the activity (a) is financed with debt that is solely secured by a pledge of the net revenues, (b) has third party requirements that the cost of providing services, including capital costs, be recovered with fees and charges or (c) establishes fees and charges based on a pricing policy designed to recover similar costs.

Financing – User fees, debt financing, or grants are used to finance operations, capital outlay and improvements, and debt service retirements.

Net ~~Assets~~ Position – Considered invested in capital assets net of related debt (for amounts capitalized as capital assets, less the outstanding debt related to the acquisition of said assets.) Restricted net assets relate to bond covenant reserves as outlined in the bond ordinance. ~~Unrestricted net asset~~Financial resource availability for operations should be calculated on the basis of Current Assets *less* Current Liabilities, and the resulting amount ~~targets~~ should represent no less than three months of operating expenses (excluding debt service and capitalized asset expenses).

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Internal Service Funds

Purpose - Established to account for and report financial resources at are invested in capital assets, net of related debt, restricted, or unrestricted for future spending related to the fund. The focus of internal service fund measurement is upon determination of operating income, changes in net assets, financial position, and cash flows. The generally accepted accounting principles applicable are those similar to businesses in the private sector. Internal Service funds are used to account for the financing of goods or services provided by an activity to other departments, funds or component units of the Government on a cost-reimbursement basis.

Financing – User fees charged to other departments, funds, or component units, or debt financing are used to finance operations, capital outlay and improvements, and debt service retirements.

Net Assets – Considered invested in capital assets net of related debt (for amounts capitalized as capital assets, less the outstanding debt related to the acquisition of said assets. Restricted net assets relate to bond covenant reserves as outlined in the bond ordinance. Unrestricted net asset targets should represent appropriate levels given the activity of the fund and the discretion of the Board and management (excluding debt service and capitalized asset expenses).

Other Considerations

In establishing the above policies for unrestricted fund balance/net asset levels, the Government considered the following factors:

- The predictability of the Village's revenues and the volatility of its expenditures (i.e., higher levels of unrestricted fund balance may be needed if significant revenue sources are subject to unpredictable fluctuations or if operating expenditures are highly volatile)
- The Village's perceived exposure to significant one-time outlays (e.g., disasters, immediate capital needs, state budget cuts)
- The potential drain upon General Fund resources from other funds as well as the availability of resources in other funds (i.e., deficits in other funds may require a higher level of unrestricted fund balance be maintained in the General Fund, just as, the availability of resources in other funds may reduce the amount of unrestricted fund balance needed in the General Fund)
- Liquidity (i.e., a disparity between when financial resources actually become available to make payments and the average maturity of related liabilities may require that a higher level of resources be maintained)
- Commitments and assignments (i.e., governments may wish to maintain higher levels of unrestricted fund balance to compensate for any portion of unrestricted fund balance already committed or assigned by the government for a specific purpose)

When any of the above factors change, the Village will readdress current unrestricted fund balance/net asset levels to ensure amounts are appropriate.

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 13, 2021

Agenda Item: Consideration of a Resolution to Approve the Memorial Day Parade and Utilize Cook Park

Staff Recommendation: Approve Resolution

Staff Contact: Kelly Amidei, Village Administrator

Background: A letter from the VFW Post #8741 is attached requesting Village Board approval to host a parade and utilize Cook Park for a service on Memorial Day, Monday, May 31, 2021. The Village has been working with the American Legion and VFW to develop the program, and the Police and Fire Departments will coordinate parade related activities. Staff recommends that the Village Board authorize the VFW Post #8741 to hold a Memorial Day Parade and utilize Cook Park on Monday, May 31, 2021 in accordance with required event guidelines provided by the State of Illinois.

RESOLUTION NO. 21-R-

A RESOLUTION TO APPROVE A REQUEST FOR A MEMORIAL DAY PARADE AND MEMORIAL SERVICE IN COOK PARK

WHEREAS, Libertyville Memorial Post #8741 has requested approval to conduct a Memorial Day parade and memorial service in Cook Park and Lakeside Cemetery on May 31, 2021; and

WHEREAS, Libertyville Memorial Post #8741 has requested the closure of southbound lanes only on Milwaukee Avenue starting at the train station and ending at Cook Park.

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

SECTION 1: Recitals. The Village of Libertyville approves the Libertyville Memorial Post #8741 request for a Memorial Day Parade and memorial service in Cook Park on May 31, 2021.

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

PASSED this 13th day of April, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this 14th day of April, 2021.

Terry L. Weppler, Village President

ATTEST:

Sally Kowal, Village Clerk

LIBERTYVILLE MEMORIAL POST # 8741

293 Peterson Road
Libertyville, Illinois 60048

V
F
W

March 5.2020

Village of Libertyville

118 West Cook Avenue

Libertyville, IL 60048

SUBJECT: Memorial Day Libertyville, Illinois- May 30, 2021

We are writing to seek Village approval to conduct a parade and memorial service at Cook Park and Lakeside Cemetery on the afore mentioned date.

The parade will leave the train station at 9:30 a.m. arriving at about 9:40 a.m. at Cook Park. The parade route is from Libertyville train station south on Milwaukee Avenue to Cook Park and we will use the southbound lanes only.

The program in the Park will include a scheduled welcome address by the Mayor and a brief message from representatives of the American Legion and the VFW. Libertyville High School Band play several selections and there will be several presentations by high school essay winners. Flag folding and flag collection ceremonies are also planned. A prayer by a local minister, firing of weapons by color guard and playing of taps by a bugler for our departed comrades. The program in the Park will last about 40 minutes.

The color guard will reassemble on Cook Street for a march to Lakeside Cemetery. We will proceed west on Cook, north on Brainard, and west on Lake Street to the Cemetery. At the Cemetery, a prayer will be said, reading of those veterans as listed on the monument, taps played again and the firing squad will once again perform to conclude the program.

Everyone is invited to the American Legion Home and the VFW Post Home for coffee, donuts and fellowship. In the event of rain, the Park program will be held at the American Legion Home at 715 N. Milwaukee Avenue and the cemetery program will be cancelled.

May we have the approval by the Village to conduct the entire program on the mentioned date?

Yours very truly,

Bernard J. Voit

Quartermaster

VFW Post 8741

for Donald Carter

Donald Carter

Program Director

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 13, 2021

Agenda Item: Consideration of a Resolution to Approve a Contract Renewal with Patriot Pavement Maintenance for the Annual Pavement Crack Sealing Program

Staff Recommendation: Approve Resolution

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

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Background: The Village participated in a 2020 joint purchase bid through the Lake County Municipal League (LCML) for pavement crack sealing. The bid results are summarized below:

Contractor	Unit Price per Pound
Patriot Pavement Maintenance	$1.17
SKC Construction	$1.34

On May 12, 2020 the Village Board approved Resolution 20-R-57 to enter into a contract with Patriot Pavement Maintenance for crack sealing. The joint purchase crack sealing contract documents administered by LCML contains language for a contract renewal for two additional years. Patriot Pavement Maintenance has agreed to extend their unit prices for Fiscal Year 2021/22. Therefore, the Village will once again be able to receive a unit price of $1.17 per pound for pavement crack sealing.

The Fiscal Year 2021/22 Annual Budget provides $35,000 in the Project Fund (Account # 40-0000-0-773) for pavement crack sealing work. Based upon the unit price, the contractor will be able to furnish and install up to 29,900 pounds of crack sealant material on Village roads.

Staff recommends adoption of the attached Resolution to approve a contract renewal with Patriot Pavement Maintenance in the amount not to exceed $35,000 for crack sealing.

RESOLUTION NO. 21-R-

A RESOLUTION TO APPROVE A CONTRACT RENEWAL WITH PATRIOT PAVEMENT MAINTENANCE FOR PAVEMENT CRACK SEALING WORK

WHEREAS, the Village of Libertyville's Fiscal Year 2021/22 Annual Budget provides $35,000 in the Project Fund in Account 40-0000-0-773 for pavement crack sealing work; and

WHEREAS, the Village of Libertyville participated in a joint bid through the Lake County Municipal League for pavement crack sealing work and sealed bids were opened publicly on March 18, 2020; and

WHEREAS, Patriot Pavement Maintenance was determined to be the lowest responsive bidder at $1.17 per pound to perform the crack sealing work; and

WHEREAS, on May 12, 2020 the Village Board approved Resolution 20-R-57 to enter into a contract with Patriot Pavement Maintenance for the crack sealing work; and

WHEREAS, the contract contains renewal language for two additional years and Patriot Pavement Maintenance has agreed to maintain their unit prices; and

WHEREAS, staff has been satisfied with Patriot Pavement Maintenance's work to date and therefore recommends renewing the contract in a not-to-exceed amount of $35,000.

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 Pavement Crack Sealing contract renewal with Patriot Pavement Maintenance in the amount of $35,000.

SECTION 3: The Village of Libertyville Board of Trustees authorizes the Village Administrator to execute the contract renewal with Patriot Pavement Maintenance for Pavement Crack Sealing.

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

PASSED this _____ day of _____, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2021.

_____
Terry L. Weppler, Village President

ATTEST:

_____
Sally A. Kowal, Village Clerk

18th Crack Sealing

GENERAL INSTRUCTIONS

LAKE COUNTY MUNICIPAL LEAGUE COOPERATIVE PURCHASING PROGRAM

BID PACKAGE

PART I OF II

Sealed Bid Due: 11:30am MARCH 18, 2020

LAKE COUNTY MUNICIPAL LEAGUE COOPERATIVE PURCHASING PROGRAM
1937 MUNICIPAL WAY
ROUND LAKE BEACH, IL 60073

PUBLIC NOTICE / INSTRUCTIONS TO BIDDERS

1. Bid Due Date/Time. The Lake County Municipal League, Cooperative Purchasing Program will receive sealed proposals for the work described herein at the Village of Round Lake Beach, 1937 N. Municipal Way, Round Lake Beach, IL, until **11:30am on WEDNESDAY, March 18, 2020.**

2. Description of Work. The proposed Work is described in documents contained in **PART II of this packet.** All work (**THE WORK**) consists of all materials, labor, and equipment for the completion of **THE WORK** in quantities and types for the Municipalities (**OWNER**) listed on the specific **QUANTITY SHEET.**

3. Time of Work. The contract period is from April 1, 2020 to September 30, 2020 and may be extended for up to two additional consecutive years at the Owner's discretion.

4. Legal Compliance. Bidders must comply with applicable Illinois Law requiring the payment of prevailing wages by contractors working on publicly funded projects and Bidders must comply with applicable Illinois Statutory requirements regarding labor, including but not limited to Equal Employment Opportunity Laws. To the extent that the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) (Act) applies to this Contract, it is the Contractor's obligation to pay (and require every Subcontractor to pay) prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the Contract in accordance with the Act. In addition, Bidders must comply with all other applicable federal, state, and local laws, orders, rules, and regulations.

5. Obtaining Bid Package. Bid Packages can be obtained electronically by request to info@lakecountyleague.org.

6. Preparation of Proposals. All proposals for the WORK shall be made only on the forms found within the **PART II** of this Bid Package. Complete and submit the **QUANTITY SHEET** for every item for each **COMMODITY**. All proposals must include **QUANTITY SHEETS, SCHEDULE OF PRICES** and all documents bearing an original signature of authorized official. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate proposals unless called for, or that contain irregularities of any kind may be rejected.

7. Reduction in the Scope of Work. The QUANTITY SHEET is a complete listing of the WORK to be completed. However, due to budgetary constraints, the awarding authority reserves the right to substantially reduce the scope of work to be completed under the contract to fit their budget. No allowance will be made for delay or anticipated profits as the result of a decrease in the quantities of work to be performed.

7. Clarifications. Bidders' questions on the intent or meaning of the documents found within the Bid Package shall be in writing submitted to **LCML COOP REP** listed below. The **LCML COOP REP** will provide a written response to all questions to holders of the Bid Packages. When necessary, clarification will be provided via Addenda to all Bid Package holders. Responses will be sent to the Bidder's Representative electronically, and will be available at Round Lake Beach Village Hall as noted in item 4 above. **OWNER** reserves the right to make corrections, clarifications, or changes in this Notice to Bidders at any time prior to the time proposals are opened. The **LCML COOP REP** will provide Addenda to all Bidder's Representatives of said corrections, clarifications, or changes.

8. Delivery of Proposals. Each shall be submitted in a sealed envelope plainly marked with the title of the **COMMODITY** and Bidder's full legal name and shall be addressed and delivered to the place and before the time set forth in item 10 below. **PROPOSAL/BID** packages may be delivered by mail or in person. **PROPOSAL/BID** documents transmitted electronically by fax or other similar means will not be accepted. **PROPOSAL/BID** received after the time specified above will be returned unopened.

9. Guaranty of Proposals. A bid bond, cashier's check, certified check, or cash in an amount not less than five (5) percent of the bid amount will be required at the time the proposal is delivered.

10. Opening of Proposals. Sealed **PROPOSAL/BID** packages will be publicly opened and read aloud at the Round Lake Beach Village Hall Council Chambers beginning **at 11:30am on WEDNESDAY, March 18, 2020.** Bidders, their authorized agents, and interested parties are invited to be present.

11. Withdrawal of Proposals. No **PROPOSAL/BID** shall be withdrawn for a period of sixty (60) days after the opening of any proposal.

12. Rejection of Proposals. **PROPOSAL/BID** documents not submitted on the forms found within the Bid Package or that are not prepared in accordance with the Bid Documents may be rejected, or the **LCML COOP REP** may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with the Bid Documents.

13. Acceptance of Proposals: **PROPOSAL/BID** packages submitted are offers only and the decision to accept or reject by each **OWNER** for each **COMMODITY** is a function of reputation, reliability, quality, expertise, and capability of the Bidder. The **LCML COOP REP** and/or **OWNER** reserves the right to reject any and all proposals; to reject the low price proposal; to waive all technicalities, omissions, errors, erasures, alterations, and additions not called for; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon, or anticipate, such waivers in submitting their proposal.

14. Award of Contract. OWNER reserves the right to make an award which, in its judgment, is the best and most favorable to the interests of OWNER and the public. OWNER will provide Notice of Award to the successful bidder electronically, and via US Mail within 35 days of Bid Opening.

15. Contract Bond. Upon Award of Contract, the successful bidder shall post, with good and sufficient sureties, a bond in the total amount of the Contract to insure the Work will be completed, including payment of material used on the project, and all labor performed to complete the project.

16. Utility Coordination: The successful bidder and all subcontractors shall be responsible for all locate requests and coordination.

By: LCML COOP REP (Mandi Florip) (847) 553-5612 mflorip@lakecountyleague.org

Lake County Municipal League
Cooperative Purchasing Program

PART I

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GENERAL INSTRUCTIONS

1. Interpretation of Documents and Governing Standards

A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other documents included in the Bid Package are defined in the documents included in the Bid Package and shall have such defined meanings wherever used.

B. Implied Terms. If any personnel, equipment, materials, or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such personnel, equipment, materials, or supplies to be implied and shall provide for such personnel, equipment, materials, or supplies in its Bidder's Proposal as fully as if it were particularly described.

C. Information Provided by Owner. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other preliminary investigations is distributed with the Bid Package, or such information is otherwise made available to any prospective Bidder by Owner, such information is distributed or made available solely for the convenience of such prospective Bidder and is not part of the Bid Package. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present.

D. Addenda. No interpretation of the documents included within the Bid Package will be made except by written addendum duly issued by Owner ("Addendum"). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever, nor entitle any Bidder to assert any claim or demand against Owner on account thereof.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bid Package. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

If any prospective Bidder is in doubt as to the true meaning of any part of the Bid Package, such prospective Bidder shall submit to Owner a written request for an interpretation thereof as far in advance of the scheduled opening of Bidder's Proposals as possible.

Owner shall use its best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

E. Governing Standards. Except as otherwise may be specified in PART II of the Bid Package as a "Special Provision", the IDOT Standards and Specifications for Road and

Bridge Construction, Adopted January 1, 2012, and the accompanying Supplemental Specification and Recurring Special Provisions, Adopted January 1, 2015 are adopted and are included herein.

2. **Calculation of Unit Price Proposals**

On all items for which Bidder's Proposals are to be received on a unit price basis, the approximate quantities stated in the Schedule of Prices are Owner's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied upon by prospective Bidders. Each prospective Bidder shall, before submitting its Bidder's Proposal, make its own estimate of the quantities of Unit Price Items required to complete the Work and shall determine its Price Proposal for each Unit Price Item in light of its own estimate.

3. **Prevailing Wages**

In accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., not less than the prevailing rate of wages for similar work in the locality in which the Work is to be performed shall be paid to all laborers. A copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of the Invitation for Bidder's Proposals, is included in the Bid Package. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract.

4. **Taxes and Benefits**

Owner is exempt from state and local sales, use, and excise taxes. Bidder's Price Proposal shall not include any such taxes. A letter of exemption will be provided to the successful Bidder, if necessary. Owner will not reimburse, nor assist the successful Bidder in obtaining reimbursement for, any state or local sales, use or excise taxes paid by the successful Bidder.

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities or other similar benefits.

5. **Insurance, Permits and Licenses**

The Contractor is advised that insurance limits and requirements per IDOT Standards and Specifications for Road and Bridge Construction, Section 107.27 will be required for all work unless specifically amended in PART II of the Bid Package for a specific commodity.

Also, except as otherwise may be expressly provided in PART II of the Bid Package, Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

6. **Preparation of Bidder's Proposal**

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owner and included in the Bid Package (Part II). The Bidder's Proposal form included in the Bid Package shall be removed from the Bid Package prior to preparation for submission.

Entries on the Bidder's Proposal form shall be typed or legibly written in ink. Price Proposals are to be written by words and by figures as provided on the Bidder's Proposal form. In case of any conflict, words shall prevail. In case of any error in adding or multiplying individual items, the prices listed for individual items shall control over any incorrect total of such items. A Bidder's Proposal may be rejected if it does not contain a requested price for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" to Owner for any item left blank.

Prospective Bidders are warned against making alterations of any kind to the Bidder's Proposal form or to any entry thereon. Bidder's Proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to Owner.

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued and shall include in the place provided therefor in the Bidder's Proposal form a listing of all such Addenda.

Each Bidder shall complete and securely staple into its Bidder's Proposal the Bidder's Sworn Acknowledgement and the Bidder's Sworn Work History Statement included in the Bid Package, and shall staple into its Bidder's Proposal the Bid Security and the surety.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 7 of these General Instructions to Bidders are satisfied. However, any Bidder's Proposal that fails to comply with Section 7 of these General Instructions to Bidders may nevertheless be rejected.

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are not prepared in accordance with these General Instructions to Bidders may be rejected. If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders.

7. **Signature Requirements**

A. Bidder's Proposals. The following requirements shall be observed in the signing of each Bidder's Proposal:

(1) Corporations. Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation.

(2) Partnerships. Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.

(3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact.

(4) Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signator of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact.

When requested by Owner, satisfactory evidence of the authority of the person or persons signing on behalf of Bidder shall be furnished.

B. Other Documents. The signature requirements set forth in Subsection 7A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

8. **Bid Security**

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a Cashier's Check, Certified Check, Bid Bond or cash as specified in the Invitation for Bidder's Proposals ("Bid Security"), which Bid Security shall stand as a guaranty that (1) Bidder will submit all additional information requested by Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

B. Return of Bid Security. Bid Security submitted in the form of Cashier's Checks, Certified Checks or cash will be returned within five (5) days after execution of the Contract by Owner. Bid Bonds will not be returned unless otherwise requested by Bidder.

C. Liquidated Damages. If a Bidder fails to timely submit all additional information requested by Owner, or if the successful Bidder fails to timely and properly submit all required Bonds, certificates and policies of insurance, or if the successful Bidder fails to timely and properly execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and

determine the amount of damage that Owner will sustain by reason of any such failure. For such reason, every Bidder shall, by submitting its Bidder's Proposal, be deemed to agree that Owner shall have the right, at its option in the event of any such default, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of the Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against the defaulting Bidder.

9. **Submission of Bidder's Proposal**

One copy of each Bidder's Proposal, properly signed, together with all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Public Notice/Instructions to Bidders. All Bidder's Proposals received after the time for the opening of bids specified in the Public Notice/Instructions to Bidders will be returned unopened. Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. All Addenda will be considered part of each Bidder's Proposal whether attached or not.

10. **Withdrawal of Bidder's Proposal**

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any Bidder's Proposal. The withdrawal of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of sixty (60) days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said sixty (60) day period, provided that a request in writing, executed by Bidder, for the withdrawal of such Bidder's Proposal is filed with Owner after said sixty (60) day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract pursuant to the Invitation for Bidder's Proposals or until Owner affirmatively and in writing rejects such Bidder's Proposal.

11. **Qualification of Bidders**

A. Factors. Owner intends to award the Contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work successfully and promptly and to complete the Work for the Contract Price and within the Contract Time.

B. Additional Information. Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations and plan of Bidder that is available for the Work. Information pertaining to financial

resources, experience of personnel, contract defaults, litigation history, and pending construction projects may also be requested.

C. Final Determination. The final selection of the successful Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, any additional information submitted by Bidders to satisfy Owner that Bidders are adequately prepared to fulfill the Contract, and all other relevant facts or matters mentioned in the Bid Package or that Owner may legally consider in making its determination.

12. Disqualification of Bidders

A. More Than One Bidder's Proposal. No more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing contained in this Subsection 12A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to more than one Bidder for equipment, materials and supplies or labor to be furnished as a subcontractor or supplier.

B. Collusion. If there are reasonable grounds for believing that collusion exists among any Bidders, all Bidder's Proposals of the participants in such collusion will not be considered.

C. Default. If a Bidder is or has been in default on a contract with Owner or in the payment of monies due Owner, its Bidder's Proposal will not be considered.

13. Award of Contract

A. Reservation of Rights. Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of Owner and the public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Owner's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting their Bidder's Proposals.

B. Firm Offers. All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, until the Contract has been executed by both Owner and the successful Bidder or until Owner affirmatively and in writing rejects such Bidder's Proposal.

C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within sixty (60) days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals including the annulment of any award, that may delay an award or subsequent award beyond such sixty (60) day period, Owner may accept any Bidder's Proposal for which the date for acceptance has been extended as provided in Section 10 of these General Instructions to Bidders in order to avoid the need for re-advertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

14. Notice of Award; Effective Date of Award

If the Contract is awarded by Owner, such award shall be effective when a Notice of Award has been delivered to the successful Bidder ("Effective Date of Award"). Owner will prepare five (5) copies of the Contract based upon Bidder's Proposal and will submit them to the successful Bidder with the Notice of Award.

15. Closing of Contract

A. Closing Date. Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all Conditions Precedent to Closing before, and the Contract and all related documents shall be executed, submitted and exchanged by Owner and Bidder ("Closing") on, the tenth day following the Effective Date of Award or within such extended period as Owner may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award ("Closing Date").

B. Conditions Precedent to Closing. On or before the Closing Date, the successful Bidder shall: (1) sign (see Section 7), date as of the Closing Date, and submit to Owner all five copies of the Contract, the Contractor's Certification, and all other required documentation related to the Contract on or before the Closing Date; and (2) submit five executed copies of all required Bonds dated as of the Closing Date and all certificates and policies of insurance.

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 8 above. If the submitted documents or any of them fail to comply with these General Instructions to Bidders or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

In no event will Owner execute the Contract until any and all such deficiencies have been cured or Owner has received adequate assurances, as determined by Owner, of complete and prompt performance.

C. Closing. At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by Owner to be in compliance with these General Instructions to Bidders and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract, retain three copies of the completed Contract, and tender two copies to the successful Bidder at the Closing. The successful Bidder shall tender one copy to its surety company or companies. The successful Bidder or its agent shall be present at the Closing.

16. Failure to Close

A. Annulment of Award; Liquidated Damages. The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to Close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 8 above.

B. Subsequent Awards. Upon annulment of an award, Owner may accept, and award a Contract based on, any other Bidder's Proposal as Owner, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the Work.

17. Basis for Determining Prices

It is expressly understood and agreed that:

1. The approximate quantities set forth in the Schedule of Prices/Schedule of Quantities for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;

2. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and

4. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and release.

18. **Contract Time Proposal**

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "Commencement Date" set forth in Part II for the Commodity, and will perform the Work diligently and continuously and will complete the Work not later than the "Completion Date" set forth in Part II. Working hours are defined as being from 7:00 am to 6:00 pm, unless otherwise defined in Part II of the Bid Packet, however OWNER reserves the right to negotiate final work hours.

19. **Firm Proposal**

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of sixty (60) days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

20. **Bidder Representations**

A. No Collusion. Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. Not Barred. Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. Qualified. Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two (2) business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. Owner's Reliance. Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

21. Owner's Remedies

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against Bidder.

22. Owner's Rights

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

BIDDER'S SWORN ACKNOWLEDGEMENT

MANDATORY TO RETURN WITH BID

Lake County Municipal League
Cooperative Purchasing Program

BIDDER'S SWORN ACKNOWLEDGEMENT

Matt Sollars ("Deponent"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. **Corporation**

Bidder is a corporation that is organized and existing under the laws of the State of ILLINOIS, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Patriot Pavement Maintenance.

The officers of the corporation are as follows:

TITLE	NAME	ADDRESS
President	Matt Sollars	825 Seeks Rd D.P. IL 60016
Vice President	Matt Sollars	825 Seeks Rd D.P. IL 60016
Secretary	Matt Sollars	825 Seeks Rd D.P. IL 60016
Treasurer	Matt Sollars	825 Seeks Rd D.P. IL 60016

BIDDER'S SWORN ACKNOWLEDGEMENT

MANDATORY TO RETURN WITH BID

2. **Partnership**

Bidder is a partnership that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Partnership Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The general partners of the partnership are as follows:

NAME	ADDRESS

3. **Individual**

Bidder is an individual whose full name is _____, whose residence address is _____ and whose business address is _____. If operating under a trade or assumed name, said trade or assumed name is as follows: _____.

4. **Joint Venture**

Bidder is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The signatories to the aforesaid Joint Venture Agreement are as follows:

NAME (and ENTITY TYPE)	ADDRESS
_____(___)	
_____(___)	
_____(___)	

BIDDER'S SWORN ACKNOWLEDGEMENT

MANDATORY TO RETURN WITH BID

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

DATED this 4th day of March, 2020.

Attest/Witness:

Matt Sollars
Bidder

By: _____

By: Matt Sollars

Title: Off mngr

Title: PRESIDENT

Subscribed and Sworn to before me this 4 day of March, 2020

My Commission Expires: 1-5-2022

Kimberly M Harris
Notary Public

[SEAL]
OFFICIAL SEAL
KIMBERLY M. HARRIS
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Jan. 5, 2022

BIDDER'S SWORN HISTORY and EXPERIENCE STATEMENT

MANDATORY TO RETURN WITH BID

Lake County Municipal League
Cooperative Purchasing Program

HISTORY STATEMENT

Matt Sollars ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

JOINT VENTURES MUST SUBMIT SEPARATE SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT

1. **Nature of Business**

State the nature of Bidder's business: Asphalt maintenance

2. **Composition of Work**

During the past three years, Bidder's work has consisted of:

____% Federal	____% As Contractor	____% Bidder's Forces
____% Other Public	____% As Subcontractor	____% Subcontractors
____% Private		____% Materials

3. **Years in Business**

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 11 years

BIDDER'S SWORN EXPERIENCE AND WORK HISTORY

MANDATORY TO RETURN WITH BID

4. **Predecessor Organizations**

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

NAME	ADDRESS	YEARS
/	/	/

5. **Business Licenses**

List all business licenses currently held by Bidder:

ISSUING AGENCY	TYPE	NUMBER	EXPIRATION
IDOT	Illinois	576c	April 30

BIDDER'S SWORN EXPERIENCE AND WORK HISTORY

MANDATORY TO RETURN WITH BID

6. **Experience and Work History**

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	PROJECT ONE	PROJECT TWO	PROJECT THREE
Owner Name	LCIM	Niles	Arlington Hts
Owner Address	Multiple towns	6849 w touhy, Niles Ill	114 N Salem Arlington Hts
Reference	Mandy Flarup	Fred Braun	Patrick Smith
Telephone Number		847-875-8414	847.368-5938
Type of Work	Crack Sealing	Crack Sealing	Cracksealing
Contractor (If Bidder was Subcontractor)	n/a	N/A	N/A
Total Contract Value	275,000	150,000	200,000
(Sub-Contract Value)	-0-	-0-	-0-
Date Completed	10-2017-18-19	2019-2018-2014	2017-18-19

SIGNED and DATED this 4 day of March, 2020

Bidder Signature [signature] - PRESIDENT **Title and Print Name** Matt Sollars

ATTEST/WITNESS

Subscribed and Sworn to before me this 4 day of March, 2020

Kimberly M Harris
Notary Public

My Commission Expires: 1-5-2022

OFFICIAL SEAL
KIMBERLY M. HARRIS
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Jan. 5, 2022

BIDDER'S SWORN EXPERIENCE AND WORK HISTORY

MANDATORY TO RETURN WITH BID

State of Illinois
DEPARTMENT OF TRANSPORTATION
Bureau of Local Roads & Streets

SPECIAL PROVISION
FOR
WAGES OF EMPLOYEES ON PUBLIC WORKS

Effective: January 1, 1999
Revised: January 2, 2013

1. Prevailing Wages. All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Illinois Department of Labor publishes the prevailing wage rates on its website at www.state.il.us/agency/idol/rates/rates.htm. If the Illinois Department of Labor revises the prevailing wage rates, the revised prevailing wage rates on the Illinois Department of Labor's website shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions. The Contractor shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. The Contractor agrees that no additional notice is required. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto.

2. Payroll Records. The Contractor and each subcontractor shall make and keep, for a period of not less than three years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day. Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the payroll records to the public body in charge of the project, its officers and agents, the Director of Labor and his deputies and agents, and to federal, State, or local law enforcement agencies and prosecutors.

3. Submission of Payroll Records. The Contractor and each subcontractor shall ,no later than the tenth day of each calendar month, file a certified payroll for the immediately preceding month with the public body in charge of the project, except that the full social security number and home address shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). The certified payroll shall consist of a complete copy of the payroll records except starting and ending times of work each day may be omitted

   The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor or an officer, employee, or agent of the contractor or subcontractor which avers that: (i) he or she has examined the certified payroll records required to be submitted by the Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.

4. Employees Interviews. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

LAKE COUNTY MUNICIPAL LEAGUE COOPERATIVE PURCHASING PROGRAM

BID SUBMITTAL PACKAGE

PART II

CRACK SEALING

Sealed Bid Due: Defined in PART I

Lake County Municipal League
Cooperative Purchasing Program

CONTRACT FOR

CRACK SEALING

TABLE OF CONTENTS

1. Bid Submittal Cover Sheet and Check List

2. Bidder's Proposal

3. Bidder's Security (Bid Bond and Contract Bond)

4. Attachment A - Special Provisions

Lake County Municipal League
Cooperative Purchasing Program

BIDDER'S PROPOSAL

CRACK SEALING

Full Name of Bidder Patriot Pavement Maintenance ("Bidder")

Principal Office Address 825 Seegers Rd - Des Plaines, IL 60016

Local Office Address 825 Seegers Rd - Des Plaines, IL 60016

Contact Person Matt Sollars Telephone 847-813-9034

Contact E-mail Address Matt@patriotpavement.net

TO: Lake County Municipal League ("Owner")
1937 Municipal Way
Round Lake Beach, IL 60073

Attention: **LCML COOP REP**

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. _____, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. **Work Proposal**

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for crack sealing; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto. OWNER will set START and COMPLETION dates.

C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. **Contract Price Proposal**

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

3. **Bid Security**

Bidder herewith tenders a Cashier's Check, Certified Check, Bid Bond or cash as specified in Section 9 of the Invitation for Bidder's Proposals for the sum of _____ dollars ($_____), which is equal to at least five percent (5%) of Bidder's Price Proposal ("Bid Security"). If in the form of Bid Bond, utilize attached BLR 12230.

4. **Bidder's Obligations**

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this 4 day of March, 2020

Attest/Witness:

Patriot Pavement Maintenance
Bidder

By: _____

By: _____

Title: Office manager

Title: PRESIDENT

Lake County Municipal League
Cooperative Purchasing Program
Crack Sealing

ATTACHMENT A
SPECIAL PROVISIONS

These Special Provisions supplement the Contract and describe specific requirements singular to the Work under consideration. 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.

I. AWARD OF CONTRACT

The Contract shall be awarded to the lowest, responsible bidder for performance of the Work as listed in the Schedule of Prices.

The total Contract Price is defined as Bidder's Proposal for making Entire Improvements as in the Schedule of Prices.

II. CONTRACT TIME and START DATE

Contractor shall perform the Work between April 1, 2020 through September 1, 2020, and may be extended for up to two additional consecutive years at the Owner's discretion.

Upon receiving the Notice To Proceed, the contractor shall coordinate work with the OWNER.

All work shall be completed within 14 days of the start date unless otherwise arranged with the OWNER.

III. DESCRIPTION OF WORK

The Work described in these specifications consists of performing Crack Sealing for the municipalities listed in the SCHEDULE OF QUANTITIES.

IV. FUNDING SOURCE

This maintenance function is funded with either General Revenue or Motor Fuel Tax funds depending on the municipality and is subject to all requirements set forth by the State of Illinois.

V. SCOPE OF WORK

As directed by the OWNER, Contractor shall complete Hot-Mix Asphalt Crack Sealing in the locations determined and laid out by the OWNER. Contractor will be provided a list of addresses and or map of all the work locations with quantities.

VI. CRACK SEALING HOT-MIX ASPHALT PAVEMENT

This work shall be done in accordance with Section 451, 452 regardless of the type of pavement, and Section 701, Traffic Control, of the IDOT Standard Specifications for Road and Bridge Construction, adopted April 1, 2016, and IDOT Supplemental Specifications and Recurring Special Provisions, adopted April 1, 2016.

The sealing compound shall be of rubber-asphalt hot-poured type conforming to ASTM D6690, Type II and Federal Specification SS-S-164. The contractor shall submit the manufactures specifications for the hot-poured rubber-asphalt materials at least seven (7) days prior to the start of any work.

Primary transverse and/or longitudinal working cracks shall be routed, cleaned, dried and sealed. Any adjacent secondary cracks shall be only cleaned and sealed. Cracks shall be routed as nearly as possible in a straight line, approximately ¾" wide by ¾" deep as close to a one-to-one ratio as possible. After routing is completed and prior to filling, dust and debris shall be blown from the crack with compressed air and the crack area shall be exposed to a heat lance in order to ensure the crack is completely dry.

A cover material consisting of dry sand approved by the Engineer or his designee shall be applied immediately to the hot-poured rubber-asphalt sealant to minimize tracking by vehicular traffic. The cost of this work shall be considered incidental to the contract. No additional compensation will be paid for application of a cover coating.

Within 48-hours of completion of the roadway crack filling operations, the work areas shall be cleaned of any debris created from the crack routing and crack sealing process at no additional cost. A sweeper unit shall be utilized capable of sweeping and vacuuming any accumulated debris created from the contractors operations.

All material must be pre-approved by the State of Illinois and proof of approval shall be furnished to the OWNER.

VII. CONTRACTOR PREQUALIFICATION

All contractors and subcontractors in evidence of their competence to perform the work in accordance with Check Sheet LRS6 shall furnish a certified or photostatic copy of an IDOT Certificate of Eligibility precedent to issuance of proposal documents.

VIII. COORDINATION WITH THE OWNER

Contractor shall notify the OWNER at least forty-eight (48) hours prior to the commencement of all work.

IX. CONTROL OF WORK

A. PRE-CONSTRUCTION NOTICES

The OWNER may request that the Contractor provide advance notice of planned work. If requested, the Contractor shall place signage or distribute notices per OWNER'S requirements.

X. TRAFFIC CONTROL

The Contractor shall obtain, erect, maintain, and remove all signs, barricades, flagmen, and other traffic signal devices as may be necessary for the purpose of regulating, warning, or guiding traffic and pedestrians. Placement and maintenance of all traffic control devices shall be in accordance with the applicable parts of Article 107.14 of the SSRB and shall conform to all applicable sections of the Manual on Uniform Traffic Controls for Streets and Highway Construction, Maintenance, Utility and Incident Management Operations. All traffic protection will be considered incidental to the cost of the contract and will not be paid for separately.

XI. 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 OWNER has certified the completion and quality of the Work, payment will be made to Contractor.

The price for CRACK SEALING shall include routing, cleaning, drying the cracks, furnishing and pouring the sealant, cover coating, sweeping, and all incidentals necessary to complete the work as specified and shall be paid for per POUND.

2020 LCML COOP

CRACK SEALING

SCHEDULE OF QUANTITIES

The table below represents estimated quantities provided by each Owner. The quantities listed below are the quantities included in the Schedule of Prices. The approximate quantities set forth in the table below for each item are the Owner's estimate only and that Owner reserves the right to increase or decrease such quantities based on the Standard Specifications.

Name	Municipality	Email Address	Pounds
Pete Stoehr	Lake Zurich	pstoehr@manhard.com	40,000
Pete Stoehr	Lakemoor	pstoehr@manhard.com	15,000
Moses Amidei	Wadsworth	mamidei@villageofwadsworth.org	10,000
Adrian Marquez	Beach Park	Adrian.marquez@villageofbeachpark.com	23,000
Erika Frable	Hawthorn Woods	EFrable@vhw.org	45,000
Kelsey Langeler	Mundelein	klangeler@mundelein.org	40,200
Scott Hilts	Round Lake Beach	shilts@roundlakebeachil.gov	20,000
Ben Metzler	Green Oaks	bmetzler@rhmg.com	25,000
Adam Wedoff	Round Lake	awedoff@eroundlake.com	15,487
Mike Brady	Libertyville	mbrady@libertyville.com	29167
Ralph Kuhlman	Barrington	rkuhlman@barrington-il.gov	30,000
Beth McAndrews	Deer Park	bmcandrews@vodp.net	24,400
Chaz Hernandez	Lindenhurst	chernandez@lindenhurstil.org	28,000
TOTAL			345,254

CONTRACTOR'S 2020 SCHEDULE OF PRICES

COMPLETE TABLE AS INDICATED

	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1.	Crack Sealing	POUND	345,254	$ 1.17	$403,947.18

State of Illinois
DEPARTMENT OF TRANSPORTATION
Bureau of Local Roads & Streets

SPECIAL PROVISION FOR WAGES OF EMPLOYEES ON PUBLIC WORKS

Effective: January 1, 1999
Revised: January 2, 2013

1. Prevailing Wages. All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Illinois Department of Labor publishes the prevailing wage rates on its website at www.state.il.us/agency/idol/rates/rates.htm. If the Illinois Department of Labor revises the prevailing wage rates, the revised prevailing wage rates on the Illinois Department of Labor's website shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions. The Contractor shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. The Contractor agrees that no additional notice is required. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto.

2. Payroll Records. The Contractor and each subcontractor shall make and keep, for a period of not less than three years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day. Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the payroll records to the public body in charge of the project, its officers and agents, the Director of Labor and his deputies and agents, and to federal, State, or local law enforcement agencies and prosecutors.

3. Submission of Payroll Records. The Contractor and each subcontractor shall ,no later than the tenth day of each calendar month, file a certified payroll for the immediately preceding month with the public body in charge of the project, except that the full social security number and home address shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). The certified payroll shall consist of a complete copy of the payroll records except starting and ending times of work each day may be omitted

   The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor or an officer, employee, or agent of the contractor or subcontractor which avers that: (i) he or she has examined the certified payroll records required to be submitted by the Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.

4. Employees Interviews. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Patriot Pavement Maintenance
825 Seegers Road
Des Plaines, IL 60016

SURETY:
(Name, legal status and principal place of business)
Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038
Mailing Address for Notices
1411 Opus Place, Ste. 450
Downers Grove, IL 60515

OWNER:
(Name, legal status and address)
Lake County Municipal League Cooperative Purchasing Program
1937 N. Municipal Way
Round Lake Beach, IL 60073

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.

BOND AMOUNT: $ 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Cracksealing

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, 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.

Signed and sealed this 18th day of March, 2020

(Witness)

Patriot Pavement Maintenance
(Principal) *(Seal)*
By: PRESIDENT
(Title)

Alexa Costello
(Witness) Witness

Hudson Insurance Company
(Surety) *(Seal)*
By:
(Title) Stephen T. Kazmer Attorney-in-Fact

Hudson Insurance Company CORPORATE SEAL 1918 DELAWARE

S-0054/AS 8/10

State of IL

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Graciela Casaus Notary Public of DuPage County, in the State of IL ,

do hereby certify that Stephen T. Kazmer Attorney-in-Fact, of the Hudson Insurance Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the Hudson Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in said County, this 18th day of March , 2020 .

OFFICIAL SEAL
GRACIELA CASAUS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/5/2023

Notary Public Graciela Casaus

My Commission expires: May 5, 2023

Bond No. Bid Bond

HUDSON INSURANCE GROUP®

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Stephen T. Kazmer **of the State of** IL

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **Ten Million Dollars ($10,000,000.00).**

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized on this 14th day of December, 20 17 at New York, New York.

SEAL 1918 (Corporate Seal)

HUDSON INSURANCE COMPANY

Attest.....
Dina Daskalakis
Corporate Secretary

By.....
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 14th day of December, 20 17 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of **HUDSON INSURANCE COMPANY**, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)

ANN M. MURPHY NOTARY PUBLIC STATE OF NEW YORK

.....
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067552
Qualified in Nassau County
Commission Expires December 10, 2021

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned **Dina Daskalakis** hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 18th day of March, 2020.

(Corporate seal) SEAL 1918

By.....
Dina Daskalakis, Secretary

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 13, 2021

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 chlorine emergency repair kits, power broom and generator for declaration as surplus.

- Two (2) Chlorine Emergency Repair Kits: These items are no longer used and have not been replaced. Staff recommends these kits be sold on GovDeals, an online government auction site.
- Echo PAS-2400 Power Broom: This item is no longer used and has not been replaced. Staff recommends this power broom be sold on GovDeals, an online government auction site.
- Kawasaki GA 1000A Generator: This item is no longer used and has not been replaced. Staff recommends this generator be sold on GovDeals, an online government auction site.

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

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 21-O-____
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 _____, 2021.

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

VILLAGE OF LIBERTYVILLE
ORDINANCE 21-O-____
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 herein.

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 it 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 is 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_____, 2021.

AYES:

NAYS:

ABSENT:

Approved this _____ day of_____, 2021.

_____
Terry L. Weppler, Village President

ATTEST:

_____
Sally A. Kowal, Village Clerk

Exhibit A

Item	Qty	Disposition
Chlorine Emergency Repair Kits	2	Auction
Echo PAS-2400 Power Broom	1	Auction
Kawasaki GA 1000A Generator	1	Auction

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 13, 2021

Agenda Item: Consideration of a Resolution to Approve a Letter of Credit Reduction and to Accept Certain Public Improvements for the Parkside of Libertyville Development

Staff Recommendation: Approve Resolution

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

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Background: GTIS-HOV Parkside of Libertyville, LLC ("developer") has completed construction of the Parkside of Libertyville development, in accordance with the Agreement Relating to the Development of the Bolander Property. The developer has submitted a written request for a Letter of Credit reduction in the amount of $121,353.99 (from $150,265.38 to $28,911.39) and for Village acceptance of the public sidewalk that was installed as part of the development and is identified in the Agreement as a Public Improvement to be Dedicated to the Village.

Staff has reviewed as-built drawings and performed field inspections on the items being requested for reduction and acceptance. All installations were found to have been constructed in substantial conformance with the approved subdivision plans and Village requirements.

The developer previously requested two Letter of Credit reductions and Village acceptance of public water main and public sanitary sewer main, and both requests were approved. Upon Village approval of this request, a two-year guaranty period for the remaining improvements will commence in accordance with the Agreement. The remaining Letter of Credit amount accounts for guaranty security required by the Agreement at this time. Should any defect or deficiency in the subject improvements be identified during this two-year period, the developer would be required to perform the necessary repair work.

Staff recommends adoption of the attached Resolution to approve a Letter of Credit reduction and to accept the public sidewalk for the Parkside of Libertyville development.

RESOLUTION NO. 21-R-___

A RESOLUTION TO APPROVE A LETTER OF CREDIT REDUCTION AND TO ACCEPT CERTAIN PUBLIC SIDEWALK IMPROVEMENTS FOR PARKSIDE OF LIBERTYVILLE

WHEREAS, GTIS-HOV PARKSIDE OF LIBERTYVILLE, LLC (hereinafter the "Developer") has completed construction of that certain development known as Parkside of Libertyville, legally described in **Exhibit A**, attached hereto (hereinafter the "Property"); and

WHEREAS, the Developer entered into a development agreement with the Village of Libertyville, an Illinois Municipal Corporation (hereinafter, the "Village") for the development of the Property, said agreement being entitled "Agreement Relating to the Development of the Bolander Property" (hereinafter, the "Agreement"); and

WHEREAS, the Agreement was recorded with the Lake County Recorder of Deeds on December 31, 2015 as Document No. 7258526; and

WHEREAS, the Developer has designed and constructed certain Public Improvements, which included public water main and appurtenances (hereinafter the "Public Water Main"), sanitary sewer main and appurtenances (hereinafter the "Sanitary Sewer Main"), and public sidewalk located within the public sidewalk easement identified in the Final Plat Parkside of Libertyville, recorded with the Lake County Recorder of Deeds on April 1, 2016 as Document Number 7280266 (hereinafter the "Public Sidewalk); and certain Public Impact (Private) Improvements, which included private roadways, private detention basins, private storm sewer lines, private watermains, and the site grading and erosion control, as required pursuant to Section 3 of the Agreement; and

WHEREAS, pursuant to the Agreement, the Developer previously provided a Letter of Credit as Performance and Payment Surety in the amount of $940,752.81; and

WHEREAS, the Village Board previously adopted Resolution 17-R-124, accepting the Public Water Main and Sanitary Sewer Main and approving a reduction of the Performance and Payment Letter of Credit from the original amount of $940,752.81 to $596,354.06; and Resolution 19-R-30, approving a reduction of the Performance and Payment Letter of Credit from $596,354.06 to $150,265.38; and

WHEREAS, the Developer has submitted a Bond Reduction Worksheet last revised January 28, 2021 and specifying the proposed Letter of Credit reduction amount, prepared by Pearson, Brown & Associates, Inc. (attached hereto as **Exhibit B**); and

WHEREAS, the Developer has submitted a request to the Village for a Letter of Credit reduction in the amount of $121,353.99 from the current amount of $150,265.38 to a remaining amount of $28,911.39, and for Village acceptance of the Public Sidewalk; and

WHEREAS, the Developer has submitted "as-built" drawings prepared by Pearson, Brown & Associates, Inc., dated March 14, 2017, (hereinafter the "As-Builts") and lien waivers to demonstrate satisfactory completion of all improvements, as required by the Agreement; and

WHEREAS, the Developer has executed a Bill of Sale for the Public Sidewalk, attached hereto as **Exhibit C**; and

WHEREAS, Village staff has reviewed the submitted request and supporting documents and has determined that the requested reduction is appropriate and in compliance with the Agreement.

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

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

SECTION 2: The Village of Libertyville Board of Trustees approves a Letter of Credit reduction in the amount of $121,353.99 from $150,265.38 to a remaining amount of $28,911.39. The remaining amount accounts for the required 5% guaranty security, which is to be retained for at least two years in accordance with the Agreement provisions.

SECTION 3: The Public Sidewalk is hereby approved and accepted by the Village.

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

PASSED this _____ day of _____, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2021.

_____
Terry L. Weppler, Village President

_____
Sally Kowal, Village Clerk

EXHIBIT A

LEGAL DESCIPTION OF THE PROPERTY

PARKSIDE OF LIBERTYVILLE, being a subdivision of the following described property:

Parcel 1: Those Parts of Lot 5 In School Trustees Subdivision, According to the Plat Thereof Recorded March 2, 1914 as Document 151825, Being a Subdivision of Part of the Northwest 1/4 of Section 16, Township 44 North, Range 11, East of the Third Principal Meridian, in Lake County, Illinois, Described as Follows:

Tract A: Beginning at the Intersection of the West Line of Said Lot 5 In School Trustees' Subdivision (Also Being the West Line of the Northwest 1/4 of Section 16) and the Center Line of Winchester Road (Also Known as County Highway 69 and Formerly Known as County Farm Road), Said Point of Intersection Being 1544.40 Feet South of the North West Corner of Said Northwest 1/4 of Section16; Thence South 89 Degrees 32 Minutes East Along Said Center Line of Winchester Road, 518.10 Feet; Thence South Parallel with the Westerly Line of Ellis Avenue and Said Westerly Line Produced Straight South, 335.30 Feet to the Northerly Line of the Chicago, Milwaukee and St. Paul Railway; Thence Northwesterly Along Said Northerly Line of the Chicago, Milwaukee and St. Paul Railway to the West Line of Said Lot 5 in School Trustees' Subdivision (Also Being the West Line of Said Northwest 1/4 of Section 16); and Thence North Along Said West Line of Lots in Said School Trustees' Subdivision to the Point of Beginning.

Tract B: Commencing at the Intersection of the West Line of Said Lot 5 in School Trustees' Subdivision (Also Being the West Line of the Northwest 1/4 of Section 16) and the Center Line of Winchester Road (Also Known as County Highway 69 and Formerly Known as County Farm Road), Said Point of Intersection Being 1544.40 Feet South of the Northwest Corner of Said Northwest 1/4 of Section 16; Thence East Along Said Center Line of Winchester Road, 518.10 Feet to the Point of Beginning; Thence Continuing East Along Said Center Line of Winchester Road, 379.00 Feet to the West Line of Ellis Avenue; Thence South Along Said West Line of Ellis Avenue and Said West Line Produced Straight South, 547.20 Feet to the Northerly Line of the Chicago, Milwaukee and St. Paul Railway; Thence Northwesterly Along Said Northerly Line of the Chicago, Milwaukee and St. Paul Railway, 433.80 Feet; and Thence North Parallel With Said West Line of Ellis Avenue, 335.30 Feet to the Point of Beginning (Excepting Therefrom the East 181.50 Feet, as Measured Perpendicular to Said West Line of Ellis Avenue).

Tract C: Commencing at the Intersection of the West Line of Said Lot 5 in School Trustees' Subdivision (Also Being the West Line of the Northwest 1/4 of Section 16) and the Center Line of Winchester Road (Also Known as County Highway 69 and Formerly Known as County Farm Road), Said Point of Intersection Being 1544.40 Feet South of the Northwest Corner of Said Northwest 1/4 of Section 16; Thence East Along Said Center of Winchester Road, 518.10 Feet to the Point of Beginning; Thence Continuing East Along Said Center Line of Winchester Road,

379.00 Feet to the West Line of Ellis Avenue; Thence South Along Said West Line of Ellis Avenue and Said West Line Produced Straight South, 547.20 Feet to the Northerly Line of the Chicago, Milwaukee and St. Paul Railway; Thence Northwesterly Along Said Northerly Line of the Chicago, Milwaukee and St. Paul Railway, 433.80 Feet; and Thence North Parallel With Said West Line of Ellis Avenue, 335.30 Feet to the Point of Beginning (Excepting Therefrom That Part Lying West of a Line 181.50 Feet West of and Parallel With Said West Line of Ellis Avenue, Said 181.50 Feet Being Measured Perpendicular to Said West Line of Ellis Avenue).

Parcel 2: That Part of the Northeast 1/4 Of Section 17, Township 44 North, Range 11, East of the Third Principal Meridian, Lying Northerly of the Northerly Line of the Chicago, Milwaukee and St. Paul Railway and Southerly of the Southerly Line of Winchester Road (Also Known as County Highway 69 and Formerly Known as County Farm Road), According to the Plat of Survey of County Highway 69, Recorded November 19,1963 as Document 1207816, in Lake County, Illinois.

EXHIBIT B

BOND REDUCTION WORKSHEET, DATED 1/28/2021, SPECIFYING THE LETTER OF CREDIT REDUCTION AMOUNT, PREPARED BY PEARSON, BROWN & ASSOCIATES, INC.

EXHIBIT C

BILL OF SALE FOR PUBLIC SIDEWALK

PEARSON, BROWN & ASSOCIATES, INC.

PARKSIDE OF LIBERTYVILLE
LIBERTYVILLE, IL.

JOB #: 1516
DATE: 6/16/2017
REVISED: 1/28/2021

ENGINEER'S OPINION OF PROBABLE COST - BOND REDUCTION WORKSHEET

ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENSION	PERCENT COMPLETE	AMOUNT REMAINING	REDUCTION AMOUNT	PERCENT REMAINING
SANITARY SEWER								
PUBLIC								
8" PVC SDR 26 SANITARY SEWER	1575	LF	$32.00	$50,400.00	100%	$0.00	$50,400.00	0%
8" PVC DR 18 SANITARY SEWER	145	LF	$35.00	$5,075.00	100%	$0.00	$5,075.00	0%
SANITARY MANHOLE, COMPLETE	12	EA	$2,250.00	$27,000.00	100%	$0.00	$27,000.00	0%
TELEVISE, AIR TEST & MANDREL SEWER	1720	LF	$2.25	$3,870.00	100%	$0.00	$3,870.00	0%
GRANULAR TRENCH BACKFILL	1130	LF	$45.00	$50,850.00	100%	$0.00	$50,850.00	0%
CONNECTION TO EX. MH (CORE & BOOT) COMPLETE	1	EA	$2,700.00	$2,700.00	100%	$0.00	$2,700.00	0%
RESTORATION (PAVEMENT) INC. SAWCUT, REMOVAL & REPLACEMENT OF EXISTING PAVEMENT & CURB WITH LIKE MATERIALS	1	LS	$4,000.00	$4,000.00	100%	$0.00	$4,000.00	0%
		TOTAL SANITARY SEWER		**$143,895.00**	**100%**	**$0.00**	**$143,895.00**	**0%**
WATER MAIN								
PUBLIC								
8" DIP CL 52 WATER MAIN	1015	LF	$40.00	$40,600.00	100%	$0.00	$40,600.00	0%
FIRE HYDRANT COMPLETE	3	EA	$4,250.00	$12,750.00	100%	$0.00	$12,750.00	0%
8" VALVE & VAULT, COMPLETE	2	EA	$3,000.00	$6,000.00	100%	$0.00	$6,000.00	0%
8" VALVE & BOX, COMPLETE	1	EA	$1,850.00	$1,850.00	100%	$0.00	$1,850.00	0%
14"X8" PRESSURE CONNECTION COMPLETE	1	EA	$12,000.00	$12,000.00	100%	$0.00	$12,000.00	0%
CONNECTION TO EX. STUB	1	EA	$1,200.00	$1,200.00	100%	$0.00	$1,200.00	0%
CUT & PLUG EX. WATER MAIN	2	EA	$650.00	$1,300.00	100%	$0.00	$1,300.00	0%
GRANULAR TRENCH BACKFILL	385	LF	$25.00	$9,625.00	100%	$0.00	$9,625.00	0%
RESTORATION (PARKWAY, CURB & PAVEMENT)	1	LS	$1,500.00	$1,500.00	100%	$0.00	$1,500.00	0%
		SUBTOTAL PUBLIC WATER MAIN		**$86,825.00**	**100%**	**$0.00**	**$86,825.00**	**0%**
PRIVATE								
8" DIP CL 52 WATER MAIN	1085	LF	$40.00	$43,400.00	100%	$0.00	$43,400.00	0%
8" VALVE & BOX, COMPLETE	4	EA	$1,850.00	$7,400.00	100%	$0.00	$7,400.00	0%
GRANULAR TRENCH BACKFILL	340	LF	$25.00	$8,500.00	100%	$0.00	$8,500.00	0%
		SUBTOTAL PRIVATE WATER MAIN		**$59,300.00**	**100%**	**$0.00**	**$59,300.00**	**0%**
		TOTAL WATER MAIN		**$146,125.00**	**100%**	**$0.00**	**$146,125.00**	**0%**

STORM SEWER								
30" RCP STORM SEWER CL II, w/C-443 JOINTS	270	LF	$58.00	$15,660.00	95%	$783.00	$14,877.00	5%
27" RCP STORM SEWER CL II, w/C-443 JOINTS	42	LF	$50.00	$2,100.00	95%	$105.00	$1,995.00	5%
18" RCP STORM SEWER CL III, w/C-443 JOINTS	54	LF	$34.00	$1,836.00	95%	$91.80	$1,744.20	5%
12" RCP STORM SEWER CL IV, w/C-443 JOINTS	1,095	LF	$25.00	$27,375.00	95%	$1,368.75	$26,006.25	5%
4" PVC DRAIN TILE	165	LF	$15.00	$2,475.00	95%	$123.75	$2,351.25	5%
TELEVISE STORM SEWER	1,461	LF	$2.00	$2,922.00	95%	$146.10	$2,775.90	5%
30" FES, COMPLETE INC. GRATE	1	EA	$1,900.00	$1,900.00	95%	$95.00	$1,805.00	5%
27" FES, COMPLETE INC. GRATE	1	EA	$1,750.00	$1,750.00	95%	$87.50	$1,662.50	5%
18" FES, COMPLETE INC GRATE	1	EA	$1,450.00	$1,450.00	95%	$72.50	$1,377.50	5%
12" FES, COMPLETE INC GRATE	2	EA	$1,150.00	$2,300.00	95%	$115.00	$2,185.00	5%
5' STORM MANHOLE, COMPLETE	3	EA	$2,100.00	$6,300.00	95%	$315.00	$5,985.00	5%
4' STORM MANHOLE, COMPLETE	2	EA	$1,700.00	$3,400.00	95%	$170.00	$3,230.00	5%
4' STORM CATCH BASIN, COMPLETE	9	EA	$1,700.00	$15,300.00	95%	$765.00	$14,535.00	5%
2' STORM INLET, COMPLETE	4	EA	$950.00	$3,800.00	95%	$190.00	$3,610.00	5%
4" CLEANOUTS	1	EA	$500.00	$500.00	95%	$25.00	$475.00	5%
OUTLET CONTROL STRUCTURE	1	EA	$7,500.00	$7,500.00	95%	$375.00	$7,125.00	5%
GRANULAR TRENCH BACKFILL	1020	LF	$22.00	$22,440.00	95%	$1,122.00	$21,318.00	5%
		TOTAL STORM SEWER		**$119,008.00**	**95%**	**$5,950.40**	**$113,057.60**	**5%**
PAVING								
PUBLIC								
SIDEWALK (4" PCC w/3" CA-6 BEDDING) INC. CARRIAGE WALK & SERVICE WALKS	360	SF	$4.25	$1,530.00	95%	$76.50	$1,453.50	5%
		SUBTOTAL PUBLIC PAVING		**$1,530.00**	**95%**	**$76.50**	**$1,453.50**	**5%**
PRIVATE								
1-1/2" HMA SURFACE COURSE	3,190	SY	$7.90	$25,201.00	95%	$1,260.05	$23,940.95	5%
2-1/4" HMA BINDER COURSE	3,190	SY	$11.00	$35,090.00	95%	$1,754.50	$33,335.50	5%
4" HMA BASE COURSE	3,190	SY	$18.50	$59,015.00	95%	$2,950.75	$56,064.25	5%
4" AGGREGATE BASE COURSE	3,190	SY	$5.00	$15,950.00	95%	$797.50	$15,152.50	5%
B-6.12 CURB & GUTTER	1,000	LF	$11.50	$11,500.00	95%	$575.00	$10,925.00	5%
SIDEWALK (4" PCC w/3" CA-6 BEDDING) INC. CARRIAGE WALK & SERVICE WALKS	12,665	SF	$4.25	$53,826.25	95%	$2,691.31	$51,134.94	5%
SAWCUT REMOVE EX. DEPRESSED CURB & REPLACE WITH B.6-24 C&G	50	LF	$35.00	$1,750.00	95%	$87.50	$1,662.50	5%
SAWCUT & REMOVE EX. BARRIER CURB	77	LF	$6.00	$462.00	95%	$23.10	$438.90	5%
PEDESTRIAN SIGNAGE, COMPLETE INC. REMOVE & REPLACE AS NEEDED	6	EA	$250.00	$1,500.00	95%	$75.00	$1,425.00	5%
		SUBTOTAL PRIVATE PAVING		**$204,294.25**	**95%**	**$10,214.71**	**$194,079.54**	**5%**
		TOTAL PAVING		**$205,824.25**	**95%**	**$10,291.21**	**$195,533.04**	**5%**
GRADING & EROSION CONTROL								
EARTHWORK	1	LUMP SUM	$100,000.00	$100,000.00	95%	$5,000.00	$95,000.00	5%
SILT FENCE (INC. MAINTENANCE)	3,150	LF	$2.50	$7,875.00	95%	$393.75	$7,481.25	5%
STABILIZED CONSTRUCTION ENTRANCE (INC. MAINTENANCE)	1	EA	$3,000.00	$3,000.00	95%	$150.00	$2,850.00	5%
CONCRETE WASHOUT (INC. MAINTENANCE)	1	EA	$1,000.00	$1,000.00	95%	$50.00	$950.00	5%
INLET FILTER BASKETS (INC. MAINTNENANCE)	13	EA	$250.00	$3,250.00	95%	$162.50	$3,087.50	5%
TEMPORARY DEWATERING DEVICE	1	EA	$1,500.00	$1,500.00	95%	$75.00	$1,425.00	5%
NAG S75BN BLANKETING	6,500	SY	$2.00	$13,000.00	95%	$650.00	$12,350.00	5%
NAG SC150 BLANKETING	6,500	SY	$1.25	$8,125.00	95%	$406.25	$7,718.75	5%
		TOTAL GRADING & EROSION CONTROL		**$137,750.00**	**95%**	**$6,887.50**	**$130,862.50**	**5%**

RECAPITULATION

PUBLIC IMPROVEMENTS					
SANITARY SEWER	$143,895.00	100%	$0.00	$143,895.00	0%
WATER MAIN	$86,825.00	100%	$0.00	$86,825.00	0%
SIDEWALK	$1,530.00	95%	$76.50	$1,453.50	5%
SUBTOTAL (PUBLIC IMPROVEMENTS)	**$232,250.00**	**100%**	**$76.50**	**$232,173.50**	**0%**
PRIVATE IMPROVEMENTS					
WATER MAIN	$59,300.00	100%	$0.00	$59,300.00	0%
STORM SEWER	$119,008.00	95%	$5,950.40	$113,057.60	5%
PAVING	$204,294.25	95%	$10,214.71	$194,079.54	5%
GRADING & EROSION CONTROL	$137,750.00	95%	$6,887.50	$130,862.50	5%
SUBTOTAL (PRIVATE IMPROVEMENTS)	**$520,352.25**	**96%**	**$23,052.61**	**$497,299.64**	**4%**
OPINION OF PROBABLE COST	**$752,602.25**	**97%**	**$23,129.11**	**$729,473.14**	**3%**
125% OF OPINION OF PROBABLE COST	**$940,752.81**	**97%**	**$28,911.39**	**$911,841.42**	**3%**

NOTE:

THIS ENGINEER'S OPINION OF PROBABLE COST HAS BEEN PREPARED BASED UPON THE ENGINEER'S EXPERIENCE AS A DESIGN PROFESSIONAL AND IS FURNISHED FOR INFORMATION ONLY. IT DOES NOT CONSTITUTE A GUARANTEE OF ACTUAL CONSTRUCTION COST AND DOES NOT INCLUDE THE FOLLOWING: TAP ON FEES, PERMITS, DEWATERING OTHER THAN SPECIFICALLY LISTED ABOVE, TIGHT SHEETING, ANY WET OR DRY UTILITY RELOCATION NOT SPECIFICALLY INCLUDED ABOVE, CONTINGENCIES OR ENGINEERING FEES.

ANY ITEM NOT SPECIFICALLY SHOWN IN THIS EOPC ARE CONSIDERED INCIDENTAL TO THE COST OF THE PROJECT AND SHOULD BE INCLUDED IN THE UNIT PRICE FOR THE BID ITEMS LISTED ABOVE.

BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS, that GTIS-HOV PARKSIDE OF LIBERTYVILLE, LLC, of Naperville, Illinois, (the "Owner"), in consideration of the sum of $10.00 and other good and valuable consideration paid by the Village of Libertyville, a municipal corporation, 118 West Cook Avenue, Libertyville, Illinois 60048, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, assign, convey, transfer, and deliver to the Village the following personal property:

1) All public sidewalk, as depicted in the record drawings dated March 14, 2017 prepared by Pearson, Brown & Associates, Inc., and located within the Public Sidewalk Easement identified in the Final Plat Parkside of Libertyville, recorded with the Lake County Recorder of Deeds on April 1, 2016 as Document Number 7280266.

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

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

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

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

IN WITNESS WHEREOF, the Owner has caused this Bill of Sale to be executed by the undersigned representative duly authorized to execute the same on this 10th day of February, 2021.

GTIS-HOV PARKSIDE OF LIBERTYVILLE, LLC

State of Illinois)

County of ~~Lake~~ DuPage)

I Danielle Marchese, a notary public in and for said County , in the State aforesaid, DO HEREBY CERTIFIY that Mark Rubino, personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes herein set forth. Given under my hand and official seal this 10th day of February, 2021.

Commission Expires 01/23/22

OFFICIAL SEAL
DANIELLE MARCHESE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:01/23/22

K Hovnanian® Homes

March 17, 2021

Mr. Paul Kendzior, P.E., CFM
Director of Public Works
Village of Libertyville – Public Works Administration
200 East Cook Avenue
Libertyville, IL 60048
pkendzior@libertyville.com

RE: Parkside of Libertyville Public Improvements – Libertyville, IL
Formal Written Request for the Reduction of Letter of Credit No. SBY-16-30739 and Acceptance of Public Improvements

Mr. Kendzior:

K. Hovnanian respectfully requests a reduction of the Letter of Credit No. SBY-16-30739, posted on April 12, 2016, from $150,265.38 to $28,911.39. The $121,353.99 reduction accounts for the amount of letter of credit related to the storm sewer, public and private paving, and grading and erosion control, less the guaranty amount of 5%, which will be held in accordance with the Development Agreement provisions. Additionally, we would like to request formal acceptance of the public sidewalk improvements within the development by the Village at this time.

K. Hovnanian truly appreciates the cooperation of your office during the improvement project. Please contact Jim O'Neal at (331) 214-0092 or via email at joneal@khov.com should you have any questions.

Sincerely,

James O'Neal, P.E.
Director of Land Development
K. Hovnanian Homes

Cc: Greg Heinrich (K. Hovnanian) via email
Jeff Cooper (Libertyville) via email

Libertyville
spirit of independence

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 13, 2021

Agenda Item: Consideration of a Resolution Renewing Libertyville's Intergovernmental Agreement with the Office of the State Fire Marshal to Operate the Elevator Safety Program

Staff Recommendation: Approve Resolution

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

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Background: The attached resolution would renew the current agreement with the OSFM that allows Libertyville to continue operating its elevator safety program in conformance with the 2005 Illinois Elevator Safety and Regulation Act (IESRA). The agreement is renewed every four (4) years. The renewal was due in 2020, however, due to the pandemic, the State extended the renewal requirement to 2021.

Staff recommends the Village Board approve the attached resolution and authorize the Building Commissioner to execute the agreement.

VILLAGE OF LIBERTYVILLE

RESOLUTION 21-R-___

A RESOLUTION APPROVING AND AUTHORIZING
AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF LIBERTYVILLE
AND THE OFFICE OF THE ILLINOIS STATE FIRE MARSHAL

WHEREAS, pursuant to the intergovernmental cooperation provision of Article VII, Section 10 of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. (1992) and Section 140 of the Elevator Safety Act (225 ILCS 312/140) and the Administrative Rules adopted at 41 Ill. Adm. Code 1000, the Village of Libertyville (the "Village") and the Office of the Illinois State Fire Marshal are authorized to exercise their powers jointly to improve governmental operations; and

WHEREAS, the Village and the Office of the Illinois State Fire Marshal first entered into an Intergovernmental Agreement in 2008; and

WHEREAS, the Intergovernmental Agreement is to be renewed every four (4) years; and

WHEREAS, the President and Board of Trustees of the Village have found and determined that it is in the best interest of the Village and its residents that renewal of the Intergovernmental Agreement with the Office of the Illinois State Fire Marshal be approved and the execution of such agreement be authorized.

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

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

Section Two: Approval of the Intergovernmental Agreement. The Intergovernmental Agreement by, between, and among the Village of Libertyville and the Office of the Illinois State

Fire Marshal shall be, and same hereby is, approved in a form substantially the same as is attached hereto and by this reference incorporated herein and made a part hereof as Agreement Pertaining to Regulation of Elevator Safety in the Village of Libertyville.

Section Three: Execution of the Intergovernmental Agreement. The Building Commissioner shall be, and hereby is, authorized and directed to execute the Intergovernmental Agreement on behalf of the Village of Libertyville.

Section Four: Effective Date: This resolution shall be in full force and effect from and after its passage and approval in a manner provided by law.

PASSED this _____ day of _____, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2021.

_____
Terry L. Weppler, Village President

ATTEST:

_____
Sally Kowal, Village Clerk

OFFICE OF THE ILLINOIS STATE FIRE MARSHAL

JB Pritzker, Governor
Matt Perez, State Fire Marshal

ILLINOIS ELEVATOR SAFETY PROGRAM AGREEMENT

This Agreement is made between the Office of the State Fire Marshal ("OSFM") and the municipality or county ("Local Authority") as hereinafter identified.

This Agreement constitutes a contract between the OSFM and Local Authority which permits the Local Authority to operate an Elevator Safety Program ("Program") in conformity with Section 140 of the Elevator Safety Act (225 ILCS 312/140) and the Administrative Rules adopted at 41 Ill. Adm. Code 1000. In that regard, the Local Authority agrees to the following:

1. This Agreement will become effective on the date it is accepted by the OSFM and shall remain valid for a period of four (4) calendar years thereafter. Prior to the expiration of this Agreement, the Local Authority shall reapply for approval of its PROGRAM by submitting to the OSFM the information detailed in Section 2, below.

2. The Local Authority shall submit to the OSFM, along with this Agreement executed by an officer of the Local Authority, the following information and shall notify the OSFM in writing of any changes to subsections "A" and "B" thereafter during the term of this Agreement:
    a. The name and contact information of its Program administrator. It is the responsibility of the Local Authority to notify the OSFM of any changes to this information.
    b. The name and contact information of any third party inspection company/is under contract with the Local Authority or the name and license number of the inspector(s) employed by the Local Authority to perform such inspections.
    c. The number and type of conveyances covered by the Program.
    d. The number and type of conveyances NOT covered by the Program, if any. These records shall be maintained by the Local Authority.

3. The Local Authority, by signing this Agreement, attests to the OSFM that it will enforce safety standards, codes and regulations at least as stringent as those adopted in the current version of the Illinois Elevator Safety Rules, 41 Ill. Adm. Code 1000.60. The Local Authority also agrees to amend and enforce its Program, as required by Section 6(I) of this Agreement, to reflect subsequent amendments to the safety standards, codes and regulations adopted by the Illinois Elevator Safety Rules.

4. Should the Local Authority desire to amend any of the Standards, the Local Authority must submit to the OSFM, for approval by the Illinois Elevator Safety Review Board ("Board'"), a copy of the amendment and its reason for the change. The Board shall review the amendment and 2 notify the Local Authority no later than 30 days after the Board meeting at which the variance request is heard of its approval or denial.

5. With respect to ASME A17.3-2005, Safety Code for Existing Elevators and Escalators, upgrades required by Section 35(h) must be completed no later than January 1, 2015. By signing this Agreement, the Local Administrator recognizes that Public Act 97-1048 adjusted the compliance date for upgrade requirements to the restricted opening of hoistway doors or car doors on passenger elevators from January 1, 2015 to January 1, 2014. An existing conveyance is a conveyance located in a building for which a building permit was issued prior

to the effective date of the Administrative Rules which were adopted in conformance with the Elevator Safety and Regulation Act.

6. The Local Authority by signing this Agreement agrees to operate its Program in compliance and conformance with the Elevator Safety and Regulation Act and Administrative Rules. Under the Program, the Local Authority shall:
    a. Issue construction and alteration permits and certificates of operation.
    b. Consider requests to extend the time frame for construction or alteration permits. Such requests shall be granted for an additional 12 months if the request is received by the Local Authority prior to expiration of the existing permit. Extension requests received by the Local Authority after the expiration of the existing permit shall be denied, requiring a new application that must be accompanied by payment of the current fee charged by the Local Authority.
    c. Provide for inspection of elevators, including temporary operation inspections.
    d. Grant exceptions and variances from the literal requirements of applicable State codes, standards and regulations in cases in which such variances would not jeopardize the public safety and welfare. The OSFM shall be notified immediately by mail of any exception or variance granted. The OSFM may object to such exception or variance within 7 business days of receipt of the notice. Should the OSFM and Local Authority not reach agreement on the exception or variance, the matter shall be directed to the Elevator Safety Review Board ("Board") to hear and decide.
    e. Enforce the applicable provisions of the Elevator Safety Act, and levy fines in accordance with the Municipal Code [65 ILCS 5] or Counties Code [55 ILCS 5].
    f. Maintain for inspection by the OSFM the following documentation and information, all of which shall be maintained for a 2-year period:
        i. All permit applications;
        ii. All permits issued by the Local Authority;
        iii. All exceptions or variances granted or denied;
        iv. All inspection reports for conveyances subject to the Program; and
        v. Proper records demonstrating the number of certificates of operation issued by the Local Authority
    g. Ensure that all inspections are performed by personnel properly licensed by the State.
    h. Notify the OSFM of any instances of non-compliance with the Elevator Safety Act and/or Administrative Rules of which it becomes aware.
    i. Amend its Program within 90 days of receipt of notice from the OSFM informing them of changes to any form, document, the Standards and/or rules that affect the Program.
    j. To notify the OSFM at least 90 days in advance of the date the Local Authority elects to discontinue its Program.
    k. To require all conveyances in its jurisdiction to register and pay the associated fee to the OSFM and to put out-of-service and report to the OSFM the names of the owners of those conveyances that fail to register within 30 days of determination that the conveyance is not registered.
    l. To make itself available, upon reasonable notice, to meet with the Administrator or its representatives, to ensure compliance with the Elevator Safety Act and Administrative Rules.

7. In accordance with the Elevator Safety and Regulation Act and the Administrative Rules, with the exception of the registration fees, the fees and procedures for applications, permits, inspection and enforcement under the Local Authority's Program shall remain the jurisdiction of the Local Authority and such procedures shall take precedence over the procedures adopted by the OSFM and Board.

8. Should the OSFM determine that the Program does not meet the requirements of the Elevator Safety and Regulation Act or the Administrative Rules, the OSFM shall notify the Local Authority of the corrective actions needed to bring the Program into compliance. Should the Local Authority fail to make the corrections, the OSFM may, after allowing time for corrective action and after a hearing under Section 160 of the Administrative Rules, withdraw approval of the Program.

9. A copy of the Administrative Rules (41 Ill. Admin. Code 1000) is available at http://www.ilga.gov/commission/jcar/admincode/titles.html once published.

Local Authority Name

Signature of Officer

Printed Name

Street Address

City, State, Zip

Telephone Number

Email Address for Officer

Office of the State Fire Marshal
1035 Stevenson Drive
Springfield, IL 62703

(217) 785-0969

Accepted by:

Matt Perez, Illinois State Fire Marshal

Date

2. A. Name:
Title:
Phone:
B. Thompson Elevator Inspection Service
830 E Rand Rd, Unit 10
Mt Prospect, IL 60056
C. See separate sheet
D Non-Registered Conveyances: See 2C Other- these units may be dock lifts, material lifts, casket lifts, conveyors, scissor lifts, pool equipment, auto lifts, but not limited to.

Date Revised: 04/12/16

2021 Illinois Elevator Safety Program Agreement

Municipality Name	Libertyville

2C	Hyd-Elev	Trac-Elev	DW	Escalator	WCL / VPL	Lift	Sidewalk / People Mover	Other	Total Units
	129	20	1	0	27	1	0	11	189

Libertyville
spirit of independence

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 13, 2021

Agenda Item: Consideration of an Ordinance Approving an Amendment to the Final Plan for the Hollister, Inc., Planned Development - Hollister, Inc., Applicant

Staff Recommendation: Approve Ordinance

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

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Background: The attached ordinance would approve an amendment to the Final Plan for the Hollister, Inc., Planned Development in order to construct a driveway connection to existing driveways, install security gates, a guard booth and private traffic directional signage at 2000 Hollister Drive. The Village Board approved a request at their March 23, 2021 meeting with the understanding that an ordinance would be drafted for the Village Board to approve at their April 13, 2021 meeting.

Staff recommends the Village Board approve the attached ordinance.

THIS SPACE FOR RECORDERS USE ONLY

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 21-O-____

AN ORDINANCE APPROVING AN AMENDMENT TO THE
FINAL PLAN FOR THE HOLLISTER, INC. PLANNED DEVELOPMENT
(2000 Hollister Drive)

Adopted by the
President and Board of Trustees
of
the Village of Libertyville
Lake County, Illinois
this _____ day of _____, 2021.

Published in pamphlet form by direction
and authority of the Village of Libertyville
Lake County, Illinois
this _____ day of _____, 2021.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 21-O-_____

AN ORDINANCE APPROVING AN AMENDMENT TO THE
FINAL PLAN FOR THE HOLLISTER, INC. PLANNED DEVELOPMENT
(2000 Hollister Drive)

WHEREAS, Hollister, Inc. (***"Owner"***) is the owner of that certain real property consisting of approximately 25.8 acres, commonly known as 2000 Hollister Drive, Libertyville, Illinois, and legally described in **Exhibit A** attached to and made a part of this Ordinance (***"Subject Property"***); and

WHEREAS, on March 20, 1979, the Village President and Board of Trustees adopted Ordinance No. 79-O-12, approving a final plan for a planned development (***"Final Plan"***) for the development of a medical center and associated driveways, parking, landscape, and other site improvements on the Subject Property (***"Approved Planned Development"***); and

WHEREAS, the Subject Property is currently improved with a three-story medical office building, parking deck, driveways, and other associated site improvements; and

WHEREAS, in order to enhance the safety and security of the Subject Property, the Owner desires to construct a driveway connection between existing driveways, install six automotive barrier gates, install directional signage, and construct a 120-square-foot guard house on Subject Property (collectively, the ***"Proposed Improvements"***); and

WHEREAS, Section 16-13.12 of the Libertyville Zoning Code, as amended (***"Zoning Code"***), provides that improvements not contemplated by a final plan for a planned development may not be constructed except upon approval by the Village Board of Trustees of an amendment to the final plan; and

WHEREAS, the Owner has filed an application with the Village for approval of an amendment to the Final Plan for the Approved Planned Development to allow the construction of

the Proposed Improvements (***"Requested Amendment"***); and

WHEREAS, on March 15, 2021, the Appearance Review Commission considered the Requested Amendment and voted to recommend that the Village Board of Trustees approve the Requested Amendment; and

WHEREAS, pursuant to Sections 16-13.10(b) and 16-13.12 of the Zoning Code, the Village Board of Trustees may approve an amendment to a final plan for a planned development without a hearing upon finding that the proposed changes are in substantial conformity with the final plan; and

WHEREAS, the President and Board of Trustees have determined that, subject to and contingent upon the conditions, restrictions, and provisions of this Ordinance, the Requested Amendment to the Final Plan for the Approved Planned Development is in substantial conformity with the Final Plan; and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interest of the Village to approve the Requested Amendment, 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 OF REQUESTED AMENDMENT. In accordance with, and pursuant to, Sections 16-13.10(b) and 16-13.12 of the Zoning Code, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Three of this Ordinance, the President and Board of Trustees hereby approve an amendment to the Final Plan

for the Approved Planned Development to allow the construction of the Proposed Improvements.

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

A. Compliance with Regulations. Except to the extent specifically provided otherwise in this Ordinance and Ordinance 79-O-12 (***"Planned Development Ordinance"***), the development, use, operation, and maintenance of the Subject Property must comply at all times with all applicable Village codes and ordinances, as the same have been or may be amended from time to time.

B. Compliance with Plans. Except for minor changes and site work approved by the Village Director of Community Development or the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village standards, the development, use, operation, and maintenance of the Proposed Improvements and the Subject Property must comply with the following plans:

1. The existing Site Plan, prepared by Gewalt Hamilton Associates, Inc., consisting of one sheet, with a latest revision date of November 2, 2020, and the proposed Site Plan prepared by Walker Consultants, consisting of two sheets, with a latest revision date of March 5, 2020, copies of which are attached to and incorporated into this Ordinance as **Exhibit B**;

2. The Proposed Signage Details, prepared by Walker Consultants, consisting of three sheets, with a latest revision date of March 5, 2021, a copy of which is attached to and incorporated into this Ordinance as **Exhibit C**;

3. The Hollister Driveway Plans, prepared by Walker Consultants, consisting

of 13 sheets, with a latest revision date of March 5, 2021, a copy of which is attached to and incorporated into this Ordinance as **Exhibit D**;

4. The Tree Removal and New Tree Landscape Plan, prepared by Walker Consultants, consisting of two sheets, with a latest revision date of February 23, 2021, a copy of which is attached to and incorporated into this Ordinance as **Exhibit E** (***"Landscape Plan"***);

5. The Guard Booth Structure Plans, prepared by B.I.G. Enterprises, Inc., consisting of eight sheets, with a latest revision date of March 2, 2021, a copy of which is attached to and incorporated into this Ordinance as **Exhibit F**;

6. The RAB Light Pole Spec Sheet, consisting of two sheets, submitted by Owner to the Village on March 5, 2021, a copy of which is attached to and incorporated into this Ordinance as **Exhibit G**;

6. The Lighting Spec Sheet, prepared by LSI Industries, Inc., consisting of five sheets, dated October 29, 2020, a copy of which is attached to and incorporated into this Ordinance as **Exhibit H**; and

7. The Strong Arm Park Security Gate Spec Sheet, prepared by Nice/ HySecurity, consisting of two sheets, submitted by Owner to the Village on March 5, 2021, a copy of which is attached to and incorporated into this Ordinance as **Exhibit I**.

SECTION FOUR: CONTINUED EFFECT; CONFLICTS.

A. Except as expressly modified by this Ordinance, the Approved Planned Development will remain in full force and effect, and the Owner must comply with all requirements, conditions, and restrictions in the Approved Planned Development. Any violation of this Ordinance will be deemed a violation of the Approved Planned Development and the Zoning Code.

B. In the event of a conflict between the provisions of any of the Planned Development

Ordinance on the one hand, and the provisions of this Ordinance on the other, the provisions of this Ordinance will control.

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

SECTION SIX: FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, as applicable, the approval granted in Section Two of this Ordinance will, at the sole discretion of the Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village President and Board of Trustees may not so revoke the approval granted in Section Two of this Ordinance unless they first provide the Owner with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of revocation, the Village Administrator and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION SEVEN: AMENDMENTS. Any amendments 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.

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

SECTION NINE: EFFECTIVE DATE.

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

1. Passage by the Village President and Board of Trustees in the manner required by law;

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

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

B. In the event the Owner does not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 9.A.3 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the Village President and Board of Trustees will have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

PASSED this _____ day of _____, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2021.

_____
Terry L. Weppler, Village President

ATTEST:

_____
Sally Kowal, Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

That Part of the East Half of Section 33 and the West Half of Section 34, Township 44 North, Range 11 East of the Third Principal Meridian, Described as Follows: Commencing at the Intersection of the Southerly Right-of-Way Line of the Elgin, Joliet and Eastern Railway and the Easterly Line of Milwaukee Avenue as Condemned in Proceedings had in Circuit Court of Lake County, Illinois, Case No. 65-2323; Thence South 9º-38'-00" East 1,884.34 Feet to the Place of Beginning; Thence Continuing on the Last Described Line 135.0 Feet to a Curve Concave to the Southwest Having a Radius of 11,748.87 Feet; Thence Southeasterly 628.84 Feet Along Said Curve Through a Central Angle of 3º-04'-00"; Thence South 6º-34'00" East 353.10 Feet to the North Line of Tract Conveyed by Deed Recorded May 22, 1974 as Document #1664773; Thence South 88º-00'-00" East Along Said Line 1,310.0 Feet More or Less to the Center Line of the Des Plaines River; Thence North 20º-43'-26" West Along Said Center Line 130.25 Feet; Thence North 29º-57'-18" West 721.26 Feet; Thence North 36º-06'-52" West 341.55 Feet; Thence North 0º-25'-44" West 26.53 Feet; thence South 80º-22'-00" West 356.34 Feet; Thence North 41º-30'-49" West 203.20 Feet; Thence North 75º-16'-05" West 116.08 Feet to a Curve Concave to the Southwest Having a Radius of 267.0 Feet; Thence Northwesterly 113.54 Feet Along Said Curve Through a Central Angle of 24º-21'-55"; Thence South 80º-22'-00" West 144.23 Feet to the Place of Beginning, in Lake County, Illinois.

Address: 2000 Hollister Drive, Libertyville, Illinois

P.I.N. 11-34-100-014
11-33-200-018

EXHIBIT B

SITE PLAN

EXHIBIT C

PROPOSED SIGNAGE DETAILS

EXHIBIT D

HOLLISTER DRIVEWAY PLANS

EXHIBIT E

TREE REMOVAL AND NEW TREE LANDSCAPE PLAN

EXHIBIT F

GUARD BOOTH STRUCTURE PLANS

EXHIBIT G

RAB LIGHT POLE SPEC SHEET

EXHIBIT H

LIGHTING SPEC SHEET

EXHIBIT I

STRONG ARM PARK SECURITY GATE SPEC SHEET

EXHIBIT J

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Hollister, Inc. (***"Owner"***) is the owner of that certain real property consisting of approximately 25.8 acres, commonly known as 2000 Hollister Drive, Libertyville, Illinois (***"Subject Property"***); and

WHEREAS, Ordinance No. 2021-_____, adopted by the Village President and Board of Trustees on _____, 2021 (***"Ordinance"***), approves an amendment to the final plan for a previously-approved planned development for the Subject Property to allow the construction of a driveway connection between existing driveways, installation of six automotive barrier gates, installation of directional signage, and construction of a 120-square-foot guard house; and

WHEREAS, Section 9 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owner has filed, within 30 days following the passage of the Ordinance, its unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

Dated: _____, 2021

ATTEST:

By: _____

Its: _____

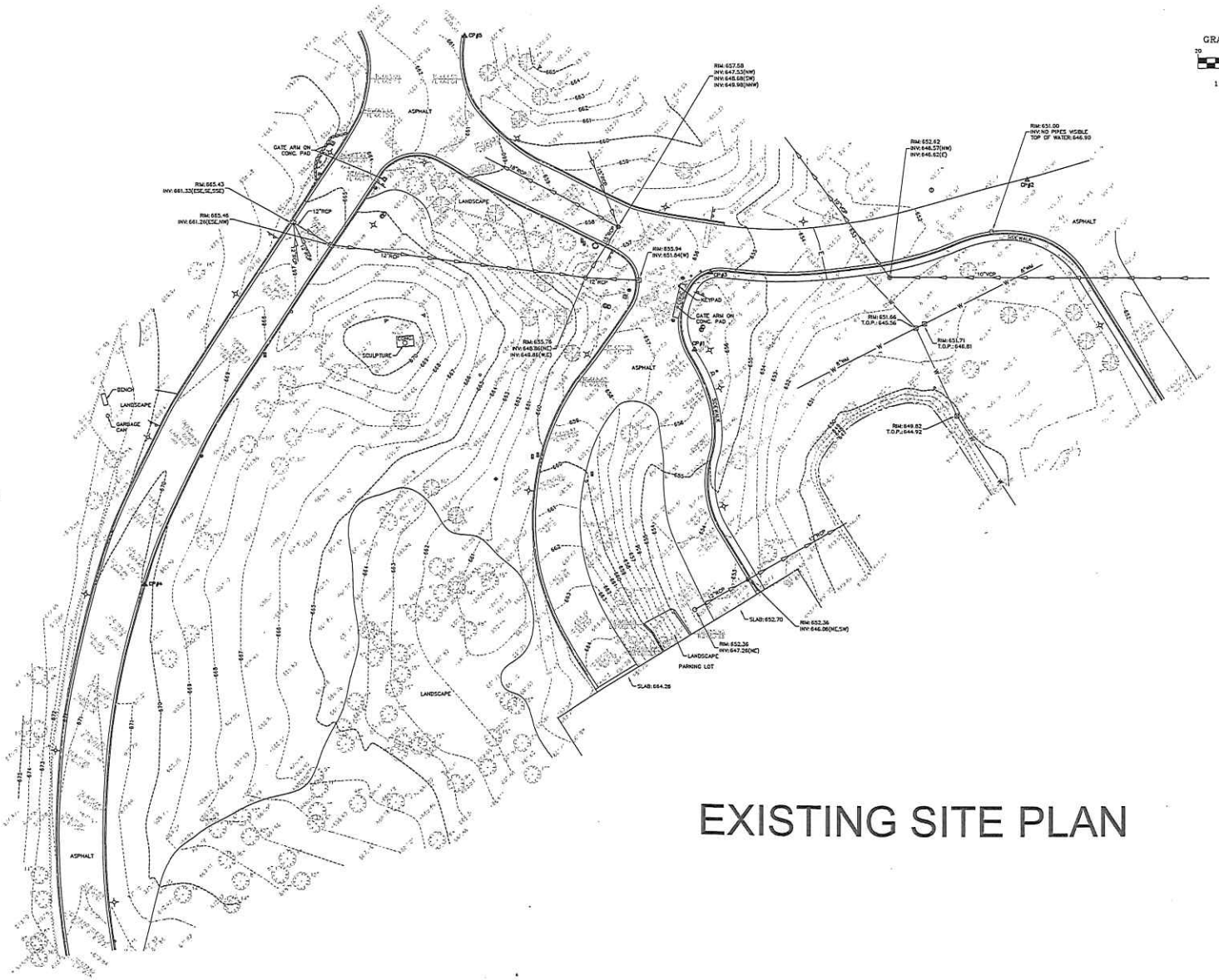
HOLLISTER, INC.

By: _____

Its: _____

LEGEND

- AIR CONDITIONER
- BOLLARD/POST
- BUFFALO BOX
- BUSH/SHRUB
- BUSH LINE/BRUSH LINE
- CATCH BASIN
- CLEANOUT
- CONTOUR
- CONTROL POINT
- CONTROL VALVE
- CROSS/NOTCH
- CULVERT
- DISK
- DITCH/SWALE
- DOWNSPOUT
- DRAIN
- ELECTRIC BOX
- ELECTRIC LINE
- ELECTRIC MANHOLE
- ELECTRIC METER
- FENCE
- FIBER OPTIC LINE
- FIBER OPTIC MANHOLE
- FIRE HYDRANT
- FLAG POLE
- FLARED END SECTION
- GAS LINE
- GAS MANHOLE
- GAS METER
- GAS VALVE
- GREASE TRAP
- GROUND LIGHT FIXTURE
- GUARDRAIL
- GUY WIRE
- HANDHOLE
- HANDHOLE (HEAVY DUTY)
- INLET
- IRON PIPE
- IRON ROD
- LIGHT POLE
- MAG NAIL/P.K. NAIL
- MAILBOX
- OVERHEAD ELECTRIC LINE
- POWER POLE
- ROCK
- RIP RAP
- R.O.W MARKER
- SANITARY FORCEMAIN LINE
- SANITARY SEWER LINE
- SANITARY SEWER MANHOLE
- SIGN
- SOIL BORING
- SPOT ELEVATION
- SPRINKLER HEAD
- STORM SEWER LINE
- STORM SEWER MANHOLE
- TELEPHONE LINE
- TELEPHONE MANHOLE
- TELEPHONE BOX/PEDESTAL
- TELEVISION LINE
- TELEVISION MANHOLE
- TELEVISION BOX/PEDESTAL
- TRAFFIC SIGNAL
- TRAFFIC SIGNAL CONTROL BOX
- TREE-CONIFEROUS (SIZE/TAG#)
- TREE-DECIDUOUS (SIZE/TAG#)
- TREE STUMP
- VALVE BOX
- VALVE VAULT
- VRAD BOX
- WATER FOUNTAIN
- WATER VALVE
- WATERLINE EDGE
- WATERMAIN LINE
- WATER METER
- WATER METER PIT
- WELL HEAD
- WETLAND
- WETLAND FLAG



EXISTING SITE PLAN

CONTROL POINTS:

Point #	Northing	Easting	Elevation	Description
1	2033238.09	1089625.28	656.86	CP1-KSW
2	2033317.69	1089780.22	651.69	CP2-NW
3	2033274.13	1089632.55	655.84	CP3-XTC
4	2033127.35	1089368.42	670.32	CP4-XTC
5	2033384.99	1089517.46	661.03	CP5-XTC

BENCHMARK:
ELEVATIONS SHOWN HEREON ARE OBTAINED VIA GPS USING TRIMBLE VRS@NOW'M (NO PUBLISHED MONUMENT VERIFIED)
DATUM: NAVD88

GHA GEWALT HAMILTON ASSOCIATES, INC.
625 Forest Edge Drive * Vernon Hills, IL. 60061
TEL 847.478.9700 * FAX 847.478.9701

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NO.	BY	DATE	REVISION

FILE: 5753.300_EX.dwg
DRAWN BY: MAG
DATE: 11.02.2020
GHA PROJECT #: 5753.300
CHECKED BY: CCF
DATE: XX.XX.XXXX
SCALE: 1"=20'
SHEET NUMBER: 1
OF 1 SHEETS

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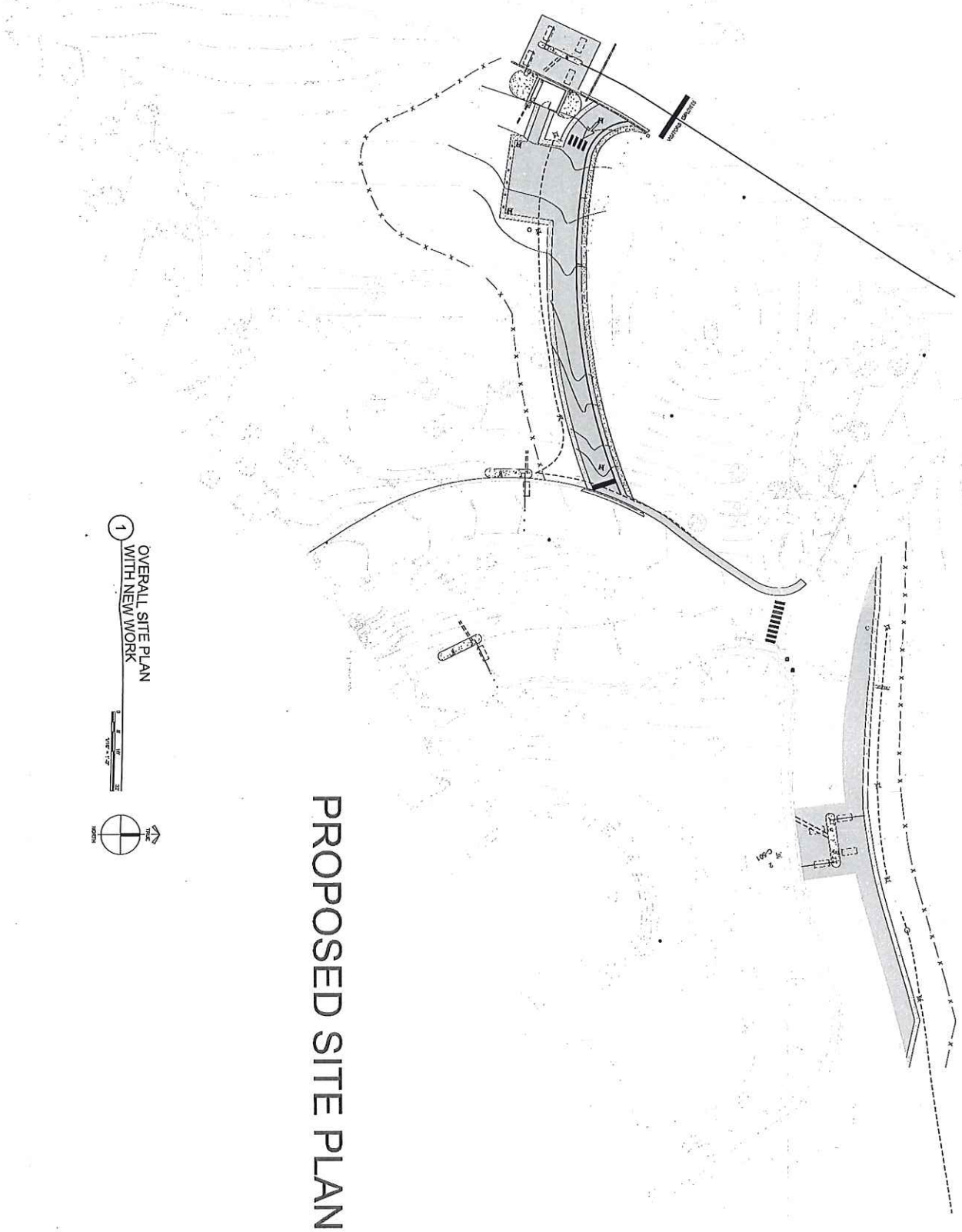


1 OVERALL SITE PLAN WITH NEW WORK

PROPOSED SITE PLAN

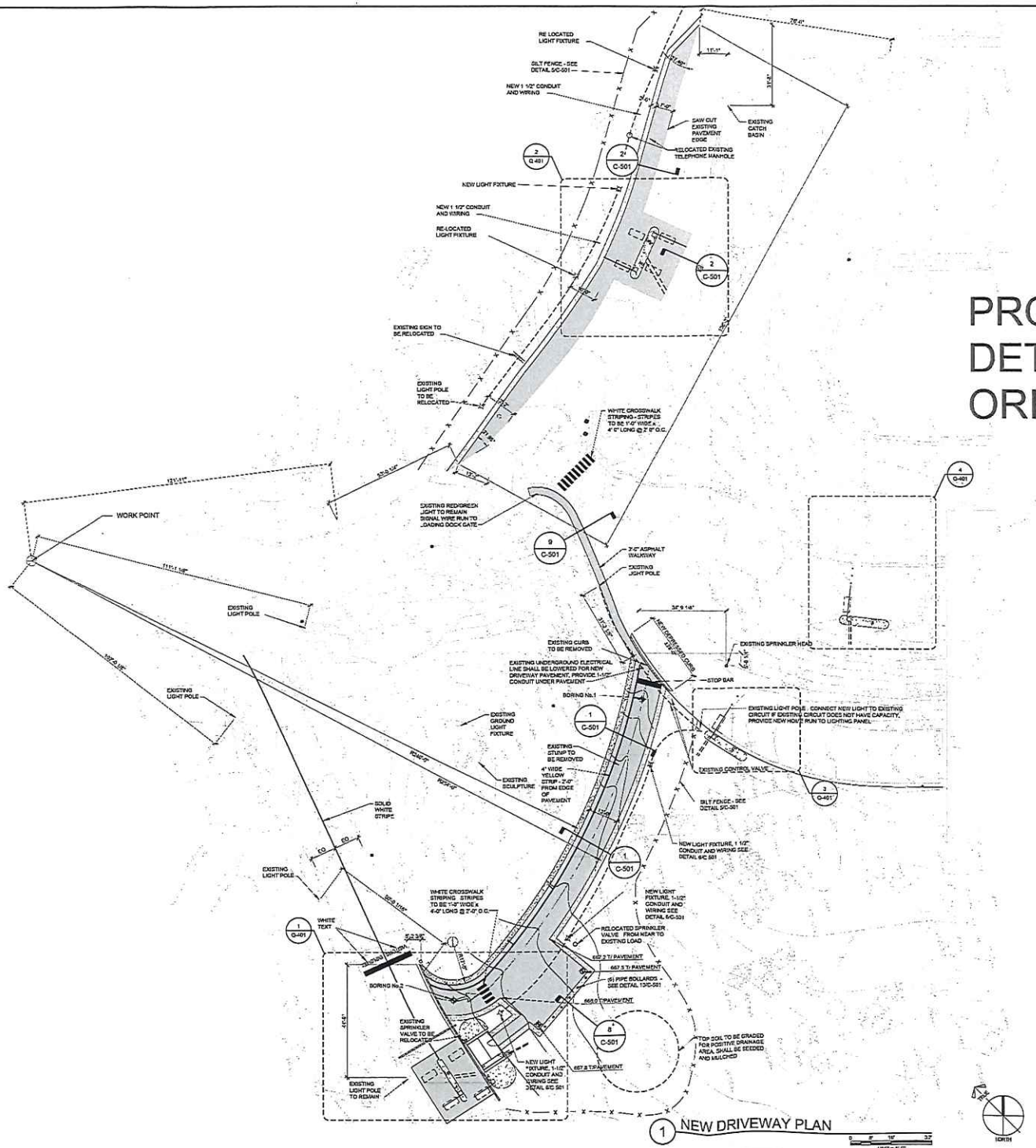
C-101	OVERALL SITE PLAN WITH NEW WORK	

SHEET TITLE: OVERALL SITE PLAN WITH NEW WORK
DRAWN BY: SPK
CHECKED BY: LCS
PROJECT NO: 21-0000010

NO.	DATE	DESCRIPTION
		ISSUED: 03/05/2021 ISSUED FOR PERMIT

HOLLISTER INCORPORATED HEADQUARTERS
HOLLISTER DRIVEWAY IMPROVEMENTS 2021
LIBERTYVILLE ILLINOIS

WALKER CONSULTANTS
2355 Greenspoint Parkway
Suite 600
Hoffman Estates, IL 60169
847.837.2640 Ph
www.walkerconsultants.com



PROPOSED SITE PLAN DETAIL - NOTE ORIENTATION CHANGE

1 NEW DRIVEWAY PLAN

1/16" = 1'-0"

SCOPE NOTES:

1. [illegible] ADVANCED DATA TECHNOLOGIES.
2. ACCESS CONTROL DEVICES, CCTV CAMERAS, COMPUTERS, [illegible] CIVIL WORK, LINE VOLTAGE, CONDUITS, SIGNS, POLES, BOLLARDS, STRUCTURES, PAVEMENT MARKINGS AND ALL OTHER WORK NOT EXPLICITLY DESCRIBED ABOVE BY GENERAL CONTRACTOR.
3. [illegible]

HOLLISTER INCORPORATED HEADQUARTERS

HOLLISTER DRIVEWAY IMPROVEMENTS 2021

NO.	DATE	DESCRIPTION

PROJECT NO: 31-008902.10

DRAWN BY: SPK

CHECKED BY: LCS

SHEET TITLE: NEW DRIVEWAY PLAN

C-101

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X:\31-008902-10-HOLLISTER_DRIVEWAY_DESIGN_&_TECHNOLOGY\MAPS_DRAWINGS\ACAD\008902C-101.DWG 3/4/2021 4:40:58 PM KOLTON, STEVE

J:\31-008902-18-HOLLISTER_DRIVEWAY_DESIGN_&_TECHNOLOGY\MAPS_DRAWINGS\ACAD\008902AG-101.DWG 3/5/2021 8:41:22 AM KOLTON, STEVE

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1 OVERALL SITE PLAN - SIGNAGE

AG-101

OVERALL SITE PLAN - SIGNAGE

NO.	DATE	DESCRIPTION
		ISSUED: 03/05/2021 ISSUED FOR PERMIT

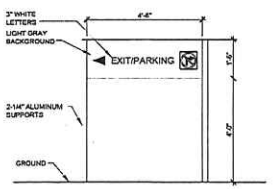
HOLLISTER INCORPORATED HEADQUARTERS

HOLLISTER DRIVEWAY IMPROVEMENTS 2021

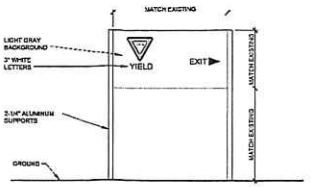
LIBERTYVILLE ILLINOIS

WALKER CONSULTANTS

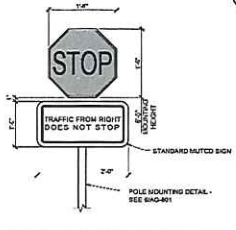
SIGN SCHEDULE							
MARK	SIZE W	SIZE L	TEXT/MESSAGE	MOUNTING DETAIL	MOUNTING HT.	SIGN DETAIL	REMARKS
V1	"	"	STOP SIGN	"	"	"	EXISTING STOP SIGN TO REMAIN
V2A	"	"	HOLLISTER.....	"	"	"	EXISTING SIGN TO REMAIN
V2B	"	"	HOLLISTER.....	"	"	"	EXISTING SIGN TO REMAIN
V3A	"	"	SHIPPING RECEIVING	1IAG-601	"	10IAG-501	MATCH EXISTING SIGN DIMENSIONS - VERIFY IN FIELD
V3B	"	"	EXITING...; NO TRESSPASSING.....	"	"	"	EXISTING SIGN TO REMAIN
V4	"	"	STOP	"	"	"	EXISTING STOP SIGN TO BE REMOVED
V5A	"	"	↑ SHIPPING RECEIVING.....	"	"	3IAG-501	MATCH EXISTING SIGN DIMENSIONS - VERIFY IN FIELD - SIGN TO BE RELOCATED TO ACCOMMODATE NEW ROAD
V6	"	"	NO BUSES.....	"	"	"	EXISTING SIGN TO REMOVED
V7	"	"	KEEP RIGHT	"	"	"	EXISTING SIGN TO REMAIN
V8	"	"	WATCH FOR PEDESTRIANS	"	"	"	EXISTING SIGN TO REMAIN
V9	"	"	STOP SIGN	"	"	"	EXISTING STOP SIGN TO BE REMOVED
V10	"	"	SPEED LIMIT 15 MPH	"	"	"	EXISTING SIGN TO REMAIN
V11	"	"	SMOKE FREE CAMPUS	"	"	"	EXISTING SIGN TO REMAIN
V12A	"	"	← VISITOR PARKING ← EMPLOYEE PARKING →	"	"	"	EXISTING SIGN TO REMAIN
V12B	"	"	YIELD EXIT →	1IAG-601	"	11AG-501	NEW SIGN
V13	"	"	NO BUSES.....	"	"	"	EXISTING SIGN TO REMAIN
V14A	"	"	DO NOT ENTER	"	"	"	EXISTING SIGN TO REMAIN
V14B	"	"	SPEED LIMIT 15 MPH	"	"	"	EXISTING SIGN TO REMAIN
V15	"	"	KEEP RIGHT	"	"	"	EXISTING SIGN TO REMAIN
V16	"	"	THIS PROPERTY IS	"	"	"	EXISTING SIGN TO REMAIN
V17	"	"	SLOW PEDESTRIAN CROSSING	"	"	"	EXISTING SIGN TO REMAIN
V18	"	"	SLOW PEDESTRIAN CROSSING	"	"	"	EXISTING SIGN TO REMAIN
V19	"	"	← EMPLOYEE PARKING/EXIT	"	"	"	EXISTING SIGN TO REMAIN
V20A	4'-0"	1'-0"	← EXIT	1IAG-601	3'-0"	2IAG-501	NEW SIGN
V20B	4'-0"	1'-0"	⊖ DO NOT ENTER ⊖	1IAG-601	3'-0"	2IAG-501	NEW SIGN
V21	2'-0"	1'-0"	← EXIT ⊖	1IAG-601	3'-0"	3IAG-501	NEW SIGN
V22	2'-0"	2'-0"	HOLLISTER PARKING ONLY VISITORS USE LEFT LANE	1IAG-601	4'-0"	1IAG-501	NEW SIGN
V23	2'-0"	1'-0"	← EXIT	1IAG-601	4'-0"	3IAG-501	NEW SIGN
V24	2'-0"	1'-0"	↑ EXIT ↑	2IAG-601	8'-3"	4IAG-501	NEW SIGN - LOWER LEVEL OF PARKING STRUCTURE
V25	2'-0"	1'-0"	↑ LAN ↑	3IAG-601	8'-3"	4IAG-501	NEW SIGN - UPPER LEVEL OF PARKING STRUCTURE
V26	6'-0"	0'-10"	⊖ DO NOT ENTER ⊖	1IAG-601	4'-0"	6IAG-501	NEW SIGN
V27	4'-0"	1'-0"	←EXIT/PARKING ⊖	1IAG-601	4'-0"	11IAG-501	NEW SIGN
V28	"	"	VISITORS EMPLOYEES				SEE DETAIL 4IAG-601
V29	"	"	STOP TRAFFIC FROM LEFT DOES NOT STOP	9IAG-601	6'-0"	14IAG-501 - DM	NEW SIGN TO REPLACE EXISTING
V30	"	"	STOP TRAFFIC FROM RIGHT DOES NOT STOP	9IAG-601	6'-0"	14AG-501	NEW SIGN TO REPLACE EXISTING



11 SIGN DETAIL 6.75 Sq. Ft. Match Existing Sign Scale

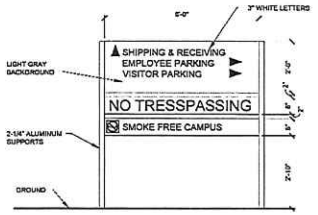


7 SIGN DETAIL

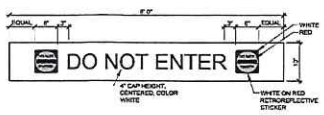


NOTES:
1. AT SIM LOCATION - LOWER SIGN TO READ "TRAFFIC FROM LEFT DOES NOT STOP".

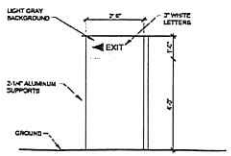
14 SIGN DETAIL 2.25 Sq. Ft. 30x30 Stop Sign



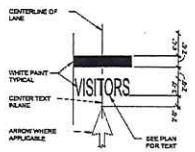
10 SIGN DETAIL 6.75 Sq. Ft. Match Existing Sign Scale



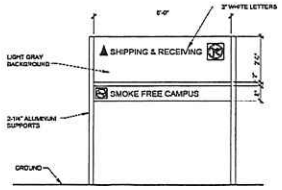
6 SIGN DETAIL 5 Sq. Ft. Sample Sign Match Existing Sign Scale



5 SIGN DETAIL 7.5 Sq. Ft. Match Existing Sign Scale

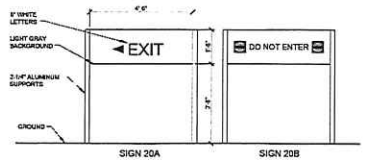


13 ROAD TEXT
SCALE: 1/8" = 1'-0"

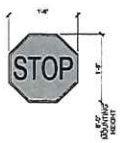


9 SIGN DETAIL 12 Sq. Ft. Match Existing Sign Scale

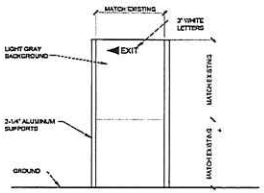
4 SIGN DETAIL 3.33 Sq. Ft. Match Existing Sign Scale



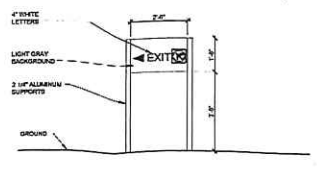
2 SIGN DETAIL 6.75 Sq. Ft. Match Existing Sign Scale



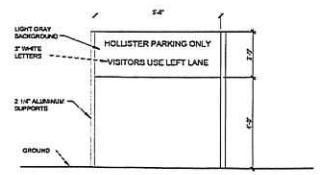
12 FEDERAL SIGN R1-1



8 SIGN DETAIL



3 SIGN DETAIL 3.13 Sq. Ft. Match Existing Sign Scale



1 SIGN DETAIL 11 Sq. Ft. Match Existing Sign Scale

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Suite One Corporate Woods
9575 West Higgins Road
Rosemont, IL 60018
847.518.9990
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HOLLISTER INCORPORATED HEADQUARTERS
HOLLISTER DRIVEWAY IMPROVEMENTS 2021
LIBERTYVILLE ILLINOIS

NO.	DATE	DESCRIPTION
	03/03/2021	ISSUED FOR PERMIT

PROJECT NO: 21-066MOD_10
DRAWN BY: SPK
CHECKED BY: TLH
SHEET TITLE:
SIGN SCHEDULE AND DETAILS

AG-501

J:\21-066\20-10-HOLLISTER_DRIVEWAY_DESIGN & TECHNOLOGY\MAPS_DRAWINGS\ACAD\066MOD2AG-501.DWG 3/3/2021 11:14:23 AM HOLTON, STEVE

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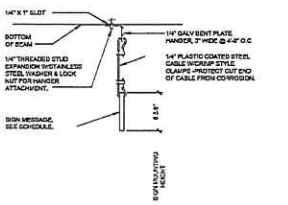
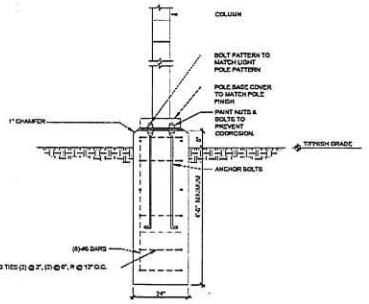
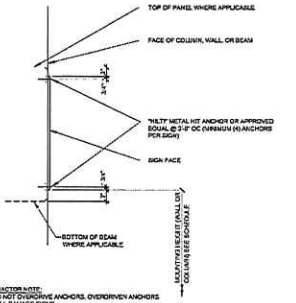


3 SIGN MOUNTING DETAIL

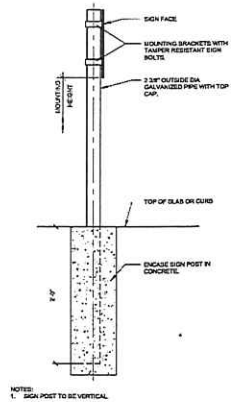


5 COLUMN BASE DETAIL



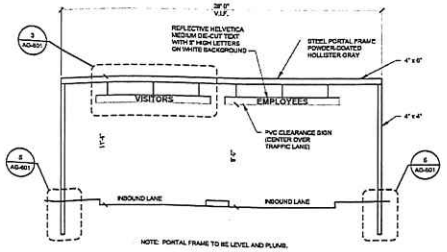
CONTRACTOR NOTE:
1. DO NOT OVERDRIVE ANCHORS. OVERDRIVEN ANCHORS WILL DAMAGE SIGNS.
2. WHERE TOP OF PANEL OR BOTTOM OF BEAM CONDITION OCCURS; MAINTAIN A CONSTANT 3" DIMENSION FROM TOP OF PANEL OR BOTTOM OF BEAM TO SIGN AS SHOWN.

2 SIGN MOUNTING DETAIL



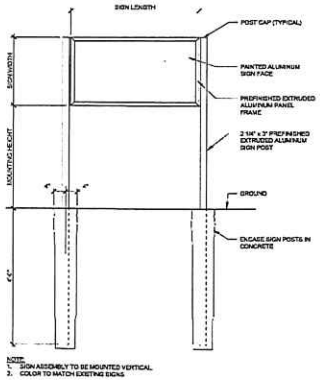
NOTES:
1. SIGN POST TO BE VERTICAL

6 SIGN MOUNTING DETAIL - POST



NOTE: PORTAL FRAME TO BE LEVEL AND PLUMB.

4 NEW ENTRANCE SIGN



NOTE:
1. SIGN ASSEMBLY TO BE MOUNTED VERTICAL.
2. COLOR TO MATCH EXISTING SIGNS

1 SIGN MOUNTING DETAIL

WALKER CONSULTANTS
Phone Number
Address
Website

HOLLISTER INCORPORATED HEADQUARTERS
HOLLISTER DRIVEWAY IMPROVEMENTS 2021
LIBERTYVILLE ILLINOIS

NO.	DATE	DESCRIPTION
		ISSUED FOR PERMIT

PROJECT NO: 31-068982.10
DRAWN BY: SPK
CHECKED BY: TLH
SHEET TITLE:
SIGN MOUNTING DETAILS

AG-601

J:\31-068982-19-HOLLISTER_DRIVEWAY_DESIGN_&_TECHNOLOGY\MAPS_DRAWINGS\ACAD\068982AG-601.DWG 3/5/2021 8:45:53 AM KOLTON, STEVE

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HOLLISTER INCORPORATED HEADQUARTERS
HOLLISTER DRIVEWAY IMPROVEMENTS 2021
LIBERTYVILLE, ILLINOIS

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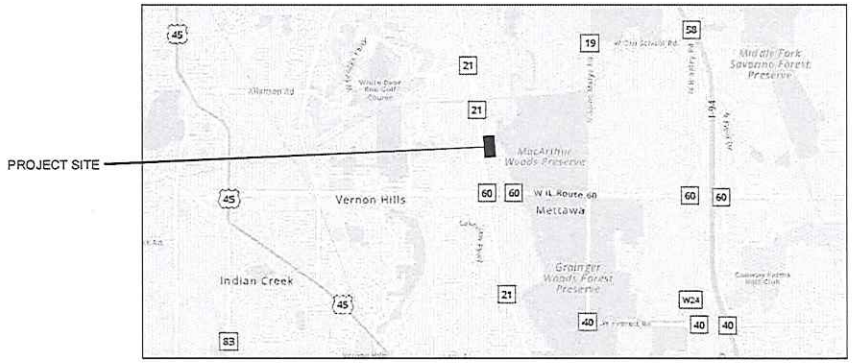
C-000	COVER SHEET, SHEET INDEX AND SITE MAP
C-001	GENERAL NOTES
C-002	CAMPUS SITE PLAN
CD-101	DEMOLITION PLAN
C-101	NEW DRIVEWAY PLAN
C-501	SITE DETAILS
Q-401	ENLARGED PARCS PLANS AND NOTES
Q-501	PARCS DETAILS
AG-101	OVERALL SITE PLAN - SIGNAGE
AG-501	SIGN SCHEDULE AND DETAILS
AG-601	SIGN MOUNTING DETAILS
E-001	SCHEDULE AND GENERAL NOTES
E-101	ELECTRICAL SITE PLAN



LOCATION MAP

NORTH

ISSUED FOR PERMIT
MARCH 5, 2021

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CIVIL - GENERAL NOTES

G-1. ALL CONSTRUCTION WITHIN THE LIMITS OF THE PROJECT SHALL BE DONE IN ACCORDANCE WITH:

- ILLINOIS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, AND ALL SUPPLEMENTS AND REVISIONS THERETO (HEREINAFTER REFERRED TO AS THE STANDARD SPECIFICATIONS).
- THOSE PLANS AND SPECIFICATIONS.

G-2. TOPOGRAPHIC INFORMATION AND LOCATION OF ALL UTILITIES ARE SHOWN FROM AVAILABLE RECORDS. HOWEVER, THE LOCATIONS CANNOT BE GUARANTEED NOR IS IT IMPLIED THAT ALL ITEMS ARE IN LOCATIONS SHOWN OR EVEN THAT ALL ITEMS ARE SHOWN. ALL ITEMS SHALL BE VERIFIED BY J.U.L.I.E. AND ANY OTHER UTILITY HAVING UTILITIES WITHIN THE PROJECT LIMITS.

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PREVENT DAMAGE TO EVERY STRUCTURE INCLUDING BUT NOT LIMITED TO MANHOLES, WATER VALVES, CATCH BASINS, INLETS, FIRE HYDRANTS, SIDEWALK AND CURBS THAT ARE NOT BEING REMOVED.

G-3. A COPY OF THE ABOVE SPECIFICATIONS SHALL BE IN THE POSSESSION OF THE CONTRACTOR ON THE PROJECT AT ALL TIMES.

G-4. ANY DISCREPANCIES BETWEEN INFORMATION SHOWN ON THESE DRAWINGS AND ACTUAL FIELD CONDITIONS ARE TO BE REPORTED IMMEDIATELY TO WALKER CONSULTANTS/ENGINEERS, INC., PHONE (847) 697-2648.

G-5. ELECTRIC, TELEPHONE, NATURAL GAS, AND OTHER UTILITY COMPANIES HAVE UNDERGROUND AND/OR OVERHEAD SERVICE FACILITIES IN THE VICINITY OF THE PROPOSED WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING THE UTILITY COMPANIES LOCATE THEIR FACILITIES IN THE FIELD PRIOR TO CONSTRUCTION AND SHALL ALSO BE RESPONSIBLE FOR THE MAINTENANCE AND PRESERVATION OF THESE FACILITIES. THE CONTRACTOR SHALL CALL J.U.L.I.E. AT 811 FOR UTILITY LOCATIONS.

G-6. IF EXISTING UTILITY LINES OF ANY NATURE ARE ENCOUNTERED WHICH CONFLICT IN LOCATION WITH NEW CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY SO THAT THE CONFLICT MAY BE RESOLVED.

G-7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS FOR CONSTRUCTION.

G-8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ADEQUATE SIGNS, TRAFFIC CONTROL DEVICES, AND WARNING DEVICES TO INFORM AND PROTECT THE PUBLIC DURING PHASES OF CONSTRUCTION. ALL TRAFFIC WORK SHALL BE DONE IN ACCORDANCE WITH THE I.D.O.T. "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES". ADEQUATE LIGHTING SHALL BE MAINTAINED FROM DUSK TO DAWN AT ALL LOCATIONS WHERE CONSTRUCTION OPERATIONS WARRANT, OR AS REQUIRED BY LOCAL JURISDICTIONS.

G-9. THE ENGINEER AND OWNER ARE NOT RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, TIME OR PERFORMANCE, PROGRAMS OR FOR ANY SAFETY PRECAUTIONS USED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE EXECUTION OF HIS WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS.

G-10. THE CONTRACTOR SHALL KEEP ALL STREETS FREE AND CLEAR OF CONSTRUCTION RELATED DUST/DIRT/DEBRIS.

G-11. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER TO KEEP ADJACENT STREETS AND PARKING AREAS OPERATIONAL DURING CONSTRUCTION.

G-12. WHENEVER, DURING CONSTRUCTION OPERATIONS, ANY LOOSE MATERIAL IS DEPOSITED IN THE FLOW LINE OF GUTTERS, DRAINAGE STRUCTURES, DITCHES, ETC. SUCH THAT THE NATURAL FLOW LINE OF WATER IS OBSTRUCTED, THIS LOOSE MATERIAL SHALL BE REMOVED AT THE CLOSE OF EACH WORKING DAY BY THE RESPONSIBLE PARTY. AT THE CONCLUSION OF CONSTRUCTION OPERATIONS, ALL DRAINAGE STRUCTURES AND FLOW OUTLINES SHALL BE FREE FROM DIRT AND DEBRIS. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE CONSTRUCTION CONTRACT.

G-13. DURING CONSTRUCTION OPERATIONS, THE CONTRACTOR SHALL INSURE POSITIVE SITE DRAINAGE AT THE CONCLUSION OF EACH DAY. SITE DRAINAGE MAY BE ACHIEVED BY DITCHING, PUDDING OR ANY OTHER ACCEPTABLE METHOD. THE CONTRACTOR'S FAILURE TO PROVIDE THE ABOVE WILL PRECLUDE ANY POSSIBLE ACCORD COMPENSATION REQUESTED DUE TO DELAYS OR UNSUITABLE MATERIALS CREATED AS A RESULT THEREOF.

G-14. BEFORE FINAL APPROVAL BY THE OWNER AND THE AGENCY HAVING JURISDICTION OVER THE PROJECT, ALL WORK SHALL BE INSPECTED BY THE OWNER OR HIS REPRESENTATIVE AND A REPRESENTATIVE OF THE AGENCY HAVING JURISDICTION OVER THE PROJECT. THE FINAL PAYMENT WILL BE MADE AFTER ALL OF THE CONTRACTOR'S WORK HAS BEEN APPROVED AND CERTIFIED COMPLETE. THE CONTRACTOR SHALL GUARANTEE HIS WORK FOR A PERIOD OF ONE YEAR FROM THE DATE ON THE CERTIFICATE OF COMPLETION AND SHALL BE HELD RESPONSIBLE FOR ANY DEFECTS IN MATERIAL OR WORKMANSHIP OF THIS WORK DURING THAT PERIOD.

BITUMINOUS CONCRETE PAVING:

B-1. SUBMITTALS:

CERTIFICATES: SUBMIT COPIES OF MATERIALS CERTIFICATES, SIGNED BY THE MATERIAL PRODUCER AND THE CONTRACTOR, CERTIFYING THAT EACH ITEM COMPLIES WITH, OR EXCEEDS, SPECIFIED REQUIREMENTS.

B-2. QUALITY ASSURANCE:

REFERENCE STANDARDS: CONFORM TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," LATEST EDITION, HEREINAFTER CALLED THE "STANDARD SPECIFICATIONS."

B-3. PRODUCT CONDITIONS:

ENVIRONMENTAL REQUIREMENTS: CONSTRUCT BITUMINOUS CONCRETE SURFACE COURSE ONLY WHEN ATMOSPHERIC TEMPERATURE IS ABOVE 40 DEGREES F. AND RISING AND WHEN BASE IS DRY. BASE COURSE MAY BE PLACED WHEN AIR TEMPERATURE IS 32 DEGREES F. AND RISING.

B-4. BASE COURSE:

-AGGREGATE BASE COURSE: CA6, TYPE A PER "STANDARD SPECIFICATIONS," SECTION 351.06.

BITUMINOUS CONCRETE BINDER AND SURFACE COURSE MATERIAL: CLASS CONFORMING TO "STANDARD SPECIFICATIONS," SECTION 406.02 AND AS FOLLOWS:

- COARSE AGGREGATE: "STANDARD SPECIFICATIONS," SECTION 1004.02.
- FINE AGGREGATE: "STANDARD SPECIFICATIONS," SECTION 1003.02.
- MINERAL FILLS: "STANDARD SPECIFICATIONS," SECTION 1011.01.
- BITUMINOUS MATERIAL: "STANDARD SPECIFICATIONS," SECTION 1030.

GEOTEXTILE STABILIZATION FABRIC: WOVEN GEOTEXTILE EQUAL TO REDMAY INC., TYPAR 3001, OR APPROVED EQUAL

B-5. PREPARATION:

CUT TO DESIGN SUBGRADE LEVEL. BUILDING FOUNDATIONS (EXCEPT EXISTING SLAB ON GRADE, AS NOTED ON DRAWINGS, TO REMAIN) AND OTHER CONCRETE OBSTRUCTIONS SHOULD BE REMOVED TO AT LEAST 1'-0" BELOW TOP OF SUBGRADE.

UNDERCUT TOPSOIL OR ORGANIC MATERIALS EXPOSED AT SUBGRADE LEVEL AT LEAST 1'-0". DELETERIOUS MATERIALS LEFT OVER FROM ANY BUILDING DEMOLITION, SUCH AS RUBBLE FILL CONTAINING A HIGH PERCENTAGE OF WOOD PRODUCTS, SHOULD ALSO BE REMOVED AND REPLACED.

RECOMPACT SUBGRADE SOILS, INCLUDING ANY NEW FILL, TO A MINIMUM OF 95 DENSITY AS DETERMINED BY THE MODIFIED PROCTOR TEST (ASTM D-1557).

PROOF-ROLL SUBGRADE SOILS USING A LOADED DUMP TRUCK OR OTHER APPROVED PIECE OF HEAVY CONSTRUCTION EQUIPMENT. ALL SOFT OR UNSUITABLE MATERIALS DETERMINED BY PROOF-ROLLING SHOULD BE REMOVED AND RECOMPACTED, OR REMOVED AND REPLACED, AS REQUIRED TO IMPROVED SUBGRADE STABILITY.

PLACE GEOTEXTILE STABILIZATION FABRIC BELOW THE PAVEMENT BASE COURSE OR GRANULAR BACKFILL PLACED IN UNDERCUT AREAS.

B-6. CONSTRUCTION OF BASE COURSE

CONSTRUCT IN LAYERS NOT MORE THAN 4 INCHES (COMPACTED) IN THICKNESS. THE AGGREGATE SHALL BE DEPOSITED DIRECTLY ON THE SUBGRADE OR ON THE PRECEDING LAYER OF COMPACTED BASE.

-BITUMINOUS MATERIAL: "STANDARD SPECIFICATIONS," SECTION 1030 CONTRACTOR'S OPTION.

IMMEDIATELY AFTER PLACING, COMPACT WITH A TAMPING ROLLER, OR WITH A PNEUMATIC TIRE ROLLER, OR WITH A VIBRATORY MACHINE, OR WITH ANY COMBINATION OF THE THREE. THE TOP LAYER SHALL BE GIVEN A FINAL ROLLING WITH A THREE-WHEEL OR TANDEM ROLLER WEIGHING FROM 6 TO 10 TONS AND SHALL WEIGH NOT LESS THAN 200 LBS. NOR MORE THAN 224 LBS. PER INCH OF WIDTH OF ROLLER.

B-7. PLACING BITUMINOUS CONCRETE

PRIME COAT:

-APPLY AT THE RATE OF 0.40 GALLONS PER SQUARE YARD, OVER COMPACTED BASE COURSE. APPLY MATERIAL TO PENETRATE AND SEAL BUT NOT FLOOD SURFACE. CURE AND DRY AS LONG AS NECESSARY TO ATTAIN PENETRATION AND EVAPORATION OF VOLATILE. ALLOW TO DRY UNTIL AT PROPER CONDITION TO RECEIVE PAVING. REFER TO SECTIONS 403.09 AND 406.02.

GENERAL:

-PLACE BITUMINOUS CONCRETE MIXTURE ON PREPARED SURFACE, SPREAD AND STRIKE OFF. SPREAD MIXTURE AT MINIMUM TEMPERATURE OF 225 DEGREES F. PLACE INACCESSIBLE AND SMALL AREAS BY HAND. PLACE EACH COURSE TO REQUIRED GRADE, CROSS SECTION, AND COMPACTED THICKNESS.

-PLACE IN STRIPS NOT LESS THAN 10' WIDE, UNLESS OTHERWISE ACCEPTABLE. AFTER FIRST STRIP HAS BEEN PLACED AND ROLLED, PLACE SUCCEEDING STRIPS AND EXTEND ROLLING TO OVERLAP PREVIOUS STRIPS. COMPLETE BASE COURSE FOR A SECTION BEFORE PLACING SURFACE COURSE.

-MAKE JOINTS BETWEEN OLD AND NEW PAVEMENTS, OR BETWEEN SUCCEEDING DAYS' WORK, TO ENSURE CONTINUOUS BOND BETWEEN ADJOINING WORK. CONSTRUCT JOINTS TO HAVE SAME TEXTURE, DENSITY, AND SMOOTHNESS AS OTHER SECTIONS OF BITUMINOUS CONCRETE COURSE. CLEAN CONTACT SURFACES AND APPLY TACK COAT.

ROLLING:

-BEGIN ROLLING WHEN MIXTURE WILL BEAR ROLLER WEIGHT WITHOUT EXCESSIVE DISPLACEMENT.

-USE THREE-WHEEL ROLLER, PNEUMATIC-TIRED ROLLER, TANDEM ROLLER OR VIBRATORY ROLLER.

-COMPACT MIXTURE WITH HOT HAND TAMPERS OR VIBRATING PLATE COMPACTORS IN AREAS INACCESSIBLE TO ROLLERS.

-ACCOMPLISH BREAKDOWN OR INITIAL ROLLING IMMEDIATELY FOLLOWING ROLLING OF JOINTS AND OUTSIDE EDGE. CHECK SURFACE AFTER BREAKDOWN ROLLING AND REPAIR DISPLACED AREAS BY LOOSENING AND FILLING, IF REQUIRED, WITH HOT MATERIAL.

-FOLLOW BREAKDOWN ROLLING AS SOON AS POSSIBLE, WHILE MIXTURE IS HOT. CONTINUE SECOND ROLLING UNTIL MIXTURE HAS BEEN THOROUGHLY COMPACTED.

-PERFORM FINISH ROLLING WHILE MIXTURE IS STILL WARM ENOUGH FOR REMOVAL OF ROLLER MARKS. CONTINUE ROLLING UNTIL ALL ROLLER MARKS ARE ELIMINATED AND THE COURSE HAS ATTAINED MAXIMUM DENSITY.

-REMOVE AND REPLACE PAVING AREAS MIXED WITH FOREIGN MATERIALS AND DEFECTIVE AREAS. CUT OUT SUCH AREAS AND FILL WITH FRESH, HOT, BITUMINOUS CONCRETE. COMPACT BY ROLLING TO MAXIMUM SURFACE DENSITY AND SMOOTHNESS.

-AFTER FINAL ROLLING, DO NOT PERMIT VEHICULAR TRAFFIC ON PAVEMENT UNTIL IT HAS COOLED AND HARDENED.

-ERECT BARRICADES TO PROTECT PAVING FROM TRAFFIC UNTIL MIXTURE HAS COOLED AND ATTAINED ITS MAXIMUM DEGREE OF HARDNESS.

B-8. PAVEMENT MARKINGS

-PAINT SHALL BE MANUFACTURED AND FORMULATED FROM FIRST GRADE RAW MATERIALS AND SHALL BE FREE FROM DEFECTS OR IMPERFECTIONS THAT MIGHT ADVERSELY AFFECT SERVICEABILITY OF PRODUCT.

-PAINT COLOR FOR TRAFFIC YELLOW WHERE SHOWN ON CONTRACT DRAWINGS OR SPECIFIED HEREIN, SHALL MATCH FEDERAL COLOR CHIP NO. 33538 COMMONLY REFERRED TO AS FEDERAL HIGHWAY YELLOW. COLOR SHALL HAVE DAYLIGHT DIRECTIONAL REFLECTANCE (WITHOUT GLASS BEADS) OF NOT LESS THAN 50% (RELATIVE TO MAGNESIUM OXIDE) WHEN TESTED IN ACCORDANCE WITH FEDERAL TEST METHOD STANDARD 141, METHOD 6121.

-PAINT COLOR FOR BLUE ACCESSIBLE PARKING SPACE PAVEMENT MARKINGS, IF SHOWN ON DRAWINGS, SHALL MATCH FEDERAL COLOR CHIP NO. 15180. COLOR SHALL HAVE DAYLIGHT DIRECTIONAL REFLECTANCE (WITHOUT GLASS BEADS) OF NOT LESS THAN 12% WHEN TESTED IN ACCORDANCE WITH FEDERAL TEST METHOD STANDARD 141A, METHOD 4121.

-FOLLOWING TYPES OF PAINT PRODUCTS ARE PRE-APPROVED FOR THIS PROJECT:

1. ACRYLIC
2. LATEX

-INTERNATIONAL SYMBOL OF ACCESSIBILITY TO FOLLOW PROPORTIONS SHOWN IN ANSI A117.1-2014 AND AMERICANS WITH DISABILITIES ACT (ADA) - 2010

B-9. CONCRETE

- CURB AND GUTTER AND BARRIER CURB SHALL BE CONTINUOUSLY REINFORCED WITH TWO (2) #4 BARS. CURING COMPOUND SHALL BE APPLIED AFTER FINISHING. WINTER PROTECTION PER IDOT SPECIFICATIONS SHALL BE PROVIDED IF PAVED AFTER OCTOBER 1. CURING COMPOUND SHALL CONTAIN 30% SOLAR SCATTERING OF CURB OF PAVING ADJACENT TO CURB. SHALL NOT COMMENCE WITHIN 72 HOURS OF CURB PLACEMENT. LOCATIONS OF WATER AND SEWER SERVICE LINES SHALL BE CLEARLY MARKED ON ALL CURBS. TESTING OF CURB SHALL BE PER IDOT STANDARD. RESULTS SHALL BE PROVIDED TO THE CITY ENGINEER WITHIN 48 HOURS OF TESTING.

- A 3/4" FIBER EXPANSION JOINT SHALL BE INSTALLED WHEN THE CURB ABUTS A SIDEWALK OR EXISTING CURB. FIBER EXPANSION JOINTS SHALL BE EXCLUDED AT ACCESSIBLE RAMPS ABUTTING CURBS.

- CURB AND GUTTER AND BARRIER CURB SHALL HAVE SAWED CONTRACTION JOINTS AT MAXIMUM INTERVALS OF TEN (10) FEET. A 3/4" FIBER EXPANSION JOINT SHALL BE INSTALLED AT MAXIMUM INTERVAL OF FORTY (40) FEET. A 1/4" FIBER EXPANSION JOINT SHALL BE USED AT 5 FEET ON BOTH SIDES OF A CURB LINE STRUCTURE. TWO 18" LONG, 1" DIAMETER SMOOTH STEEL DOWEL BARS WITH GREASED CAPS SHALL BE USED AT EXPANSION JOINTS.

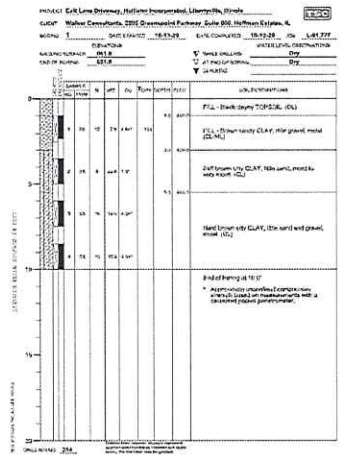
SITE LIGHTING NOTES

1. INSTALL MATERIALS AND EQUIPMENT IN ACCORDANCE WITH MANUFACTURERS' INSTRUCTIONS AND INDUSTRY STANDARDS.
2. ALL WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH THE LATEST ISSUE OF THE NATIONAL ELECTRICAL CODE (NFPA 70), LIFE SAFETY CODE (NFPA101), OSHA, INTERNATIONAL BUILDING CODE, ILLINOIS STATE CODE AND ANY LOCAL CODE REQUIREMENTS.
3. ALL MATERIALS AND EQUIPMENT USED ON THIS PROJECT SHALL BE NEW AND U.L. LISTED.
4. ALL ELECTRICAL DRAWINGS SHALL BE READ IN CONJUNCTION WITH ALL OTHER DRAWINGS RELATED TO THE PERFORMANCE OF THIS WORK.
5. CONDUIT RUNS SHOWN ON DRAWINGS ARE DIAGRAMMATIC. FIELD VERIFY ACTUAL CONDITIONS AND LENGTHS, AND ROUTE CONDUIT AS REQUIRED. ALL CONDUIT SHALL BE INSTALLED UNDER THE GROUND. FIELD VERIFY EXISTING LOCAL AND PRIVATE UTILITIES AND EXISTING CONDITIONS PRIOR TO INSTALLING NEW CONDUITS. PROVIDE HAND EXCAVATION AS REQUIRED. INSTALL CONDUIT TO CLEAR ALL EXISTING UTILITIES.
6. REFER TO CIVIL DRAWINGS AND/OR CONDUIT WITH ENGINEER PRIOR TO ROUGH-IN FOR LIGHTING POLES, CONDUITS, AND BOXES TO AVOID FIELD CONFLICTS
7. CONTRACTOR SHALL PROVIDE ALL CONDUIT, WIRE AND CONNECTIONS AS REQUIRED FOR A COMPLETE AND OPERATIONAL ELECTRICAL INSTALLATION.
8. UNLESS SPECIFICALLY NOTED, LOCATIONS OF ALL EQUIPMENT ARE APPROXIMATE. FIELD VERIFY ACTUAL SITE CONDITIONS AND FIELD LOCATE NEW LIGHT FIXTURES, POLES AND EQUIPMENT. VERIFY FINAL LOCATION WITH ARCHITECT/ENGINEER PRIOR TO INSTALLATION.
9. ALL HOMERUNS OF 150 FEET AND LONGER SHALL BE #10 AWG THWN/THHN COPPER MIN. U.N.O. WIRING SIZE IS OVERSIZED IN SOME CASES TO ACCOUNT FOR VOLTAGE DROP. PROVIDE GROUND WIRING FOR ALL OUTDOOR LIGHTING. ALL WIRING SHALL BE SIZED TO MATCH HOMERUN.
10. ALL ELECTRICAL CONTRACTORS SHALL VISIT THE SITE TO FAMILIARIZE THEMSELVES WITH THE EXISTING SITE CONDITIONS WHICH WILL BE AFFECTED DURING CONSTRUCTION BEFORE SUBMITTING THEIR BID.
    THE SUBMISSION OF THE BID PROPOSAL SHALL BE DEEMED EVIDENCE OF SUCH SITE VISIT. ALL BID PROPOSALS SHALL TAKE ALL THESE EXISTING CONDITIONS INTO CONSIDERATION, AND LACK OF SPECIFIC INFORMATION ON THE DRAWING AND/OR SPECIFICATIONS SHALL NOT RELIEVE THE CONTRACTOR OF ANY RESPONSIBILITY.
11. ALL REFUSE AND DEBRIS SHALL BE REMOVED FROM THE PROJECT SITE AND LEGALLY DISPOSED OF BY THE CONTRACTOR.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE DURING CONSTRUCTION. THE CONTRACTOR SHALL REPAIR AND/OR REPLACE ALL DAMAGED MATERIAL AND/OR EQUIPMENT DURING CONSTRUCTION. REPAIR SHALL MEAN THAT THE DAMAGED ITEM(S) ARE RETURNED BACK TO THEIR ORIGINAL STATE, AS A MINIMUM, AS DETERMINED BY THE OWNER.
13. PRIOR TO ELECTRICAL CONNECTION, FIELD VERIFY ACTUAL AVAILABLE CAPACITY AND CIRCUIT NUMBERING CORRECT TO NEW LIGHTING AS REQUIRED. PROVIDE AN UPDATED TYPEWRITTEN CIRCUIT DIRECTORY FOR LIGHTING PANELS SUPPLYING AREAS OF WORK. PROVIDE ADEQUATELY SIZED CIRCUIT BREAKERS AND/OR FUSES AS REQUIRED
14. INSTALL ALUMINUM WEATHER PROOF HAND HOLE AT LOCATIONS SHOWN, FOR LENGTH OF PULL REQUIREMENTS. INSTALL HAND HOLE AT GRADE WITH NON-SKID SURFACE. A TAMPER PROOF BOLT DOWNS.

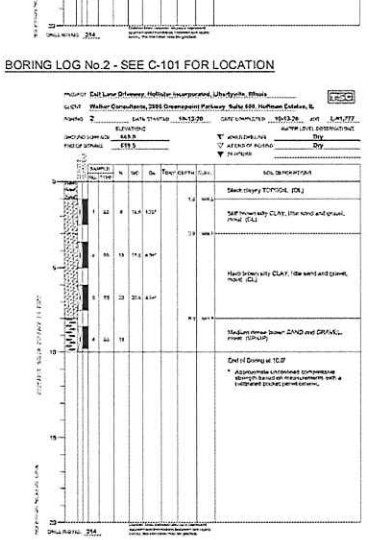
SCOPE NOTES:

1. LOW VOLTAGE WIRING, TERMINATIONS AND NETWORK DEVICES BY ADVANCED DATA TECHNOLOGIES.
2. ACCESS CONTROL DEVICES, CCTV CAMERAS, COMPUTERS, TERMINATION AND INSTALLATION OF DEVICE BY OWNER.
3. CIVIL WORK, LINE VOLTAGE, CONDUITS, SIGNS, POLES, BOLLARDS, STRUCTURES, PAVEMENT MARKINGS AND ALL OTHER WORK NOT EXPLICITLY DESCRIBED ABOVE BY GENERAL CONTRACTOR.

BORING LOG No.1 - SEE C-101 FOR LOCATION



BORING LOG No.2 - SEE C-101 FOR LOCATION



SHEET NOTES:
BEFORE EXCAVATING CALL JULIE @ 811 TWO FULL WORKING DAYS BEFORE YOU DIG.

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Professional Engineering Corporation
Illinois Corporation of Authority Number 184.006760

ILLINOIS REGISTERED PROFESSIONAL ENGINEER
BRIAN K. HOFFMAN
062.066760
LICENSED
PROFESSIONAL ENGINEER
Brian K. Hoffman
Civil Engineer

HOLLISTER INCORPORATED HEADQUARTERS
HOLLISTER DRIVEWAY IMPROVEMENTS 2021
LIBERTYVILLE ILLINOIS

NO.	DATE	DESCRIPTION
1	03/25/2021	ISSUED FOR PERMIT

PROJECT NO: 20-058-SE 10
DRAWN BY: SPK
CHECKED BY: LCS
SHEET TITLE:
GENERAL NOTES

C-001

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J:\31-005902-10-HOLLISTER_DRIVEWAY_DESIGN_&_TECHNOLOGY\MAPS_DRAWINGS\ACAD\005902C-002.DWG Thu Mar 4 11:38:27 2021 KOLTON, STEVE

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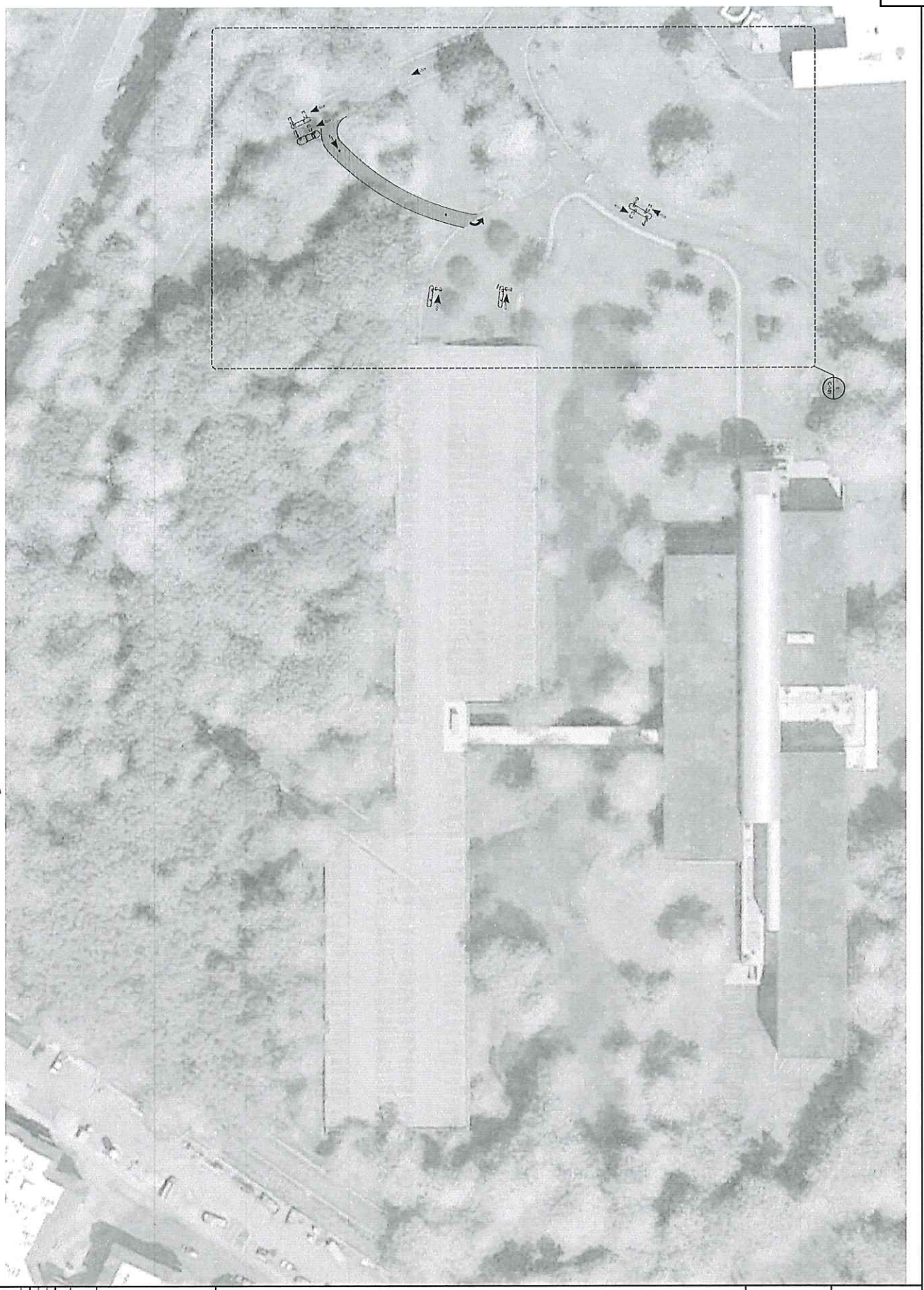

1 CAMPUS SITE PLAN

NORTH

C-002

CAMPUS SITE PLAN

NO.	DATE	DESCRIPTION
		ISSUED: 03/05/2021 ISSUED FOR PERMIT

PROJECT NO. 31-005902
DRAWN BY: SPK
CHECKED BY: LSB
SHEET TITLE

HOLLISTER INCORPORATED HEADQUARTERS

HOLLISTER DRIVEWAY IMPROVEMENTS 2021

LIBERTYVILLE ILLINOIS

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Walker Parking Consultants/Engineers, Inc.
Firm Certificate of Authority Number 184-003940

J:\31-003502-10-HOLLISTER_DRIVEWAY_DESIGN_&_TECHNOLOGY\MAPS_DRAWINGS\ACAD\003502CD-101.DWG Thu Mar 4 12:09:27 2021 KOLTON, STEVE

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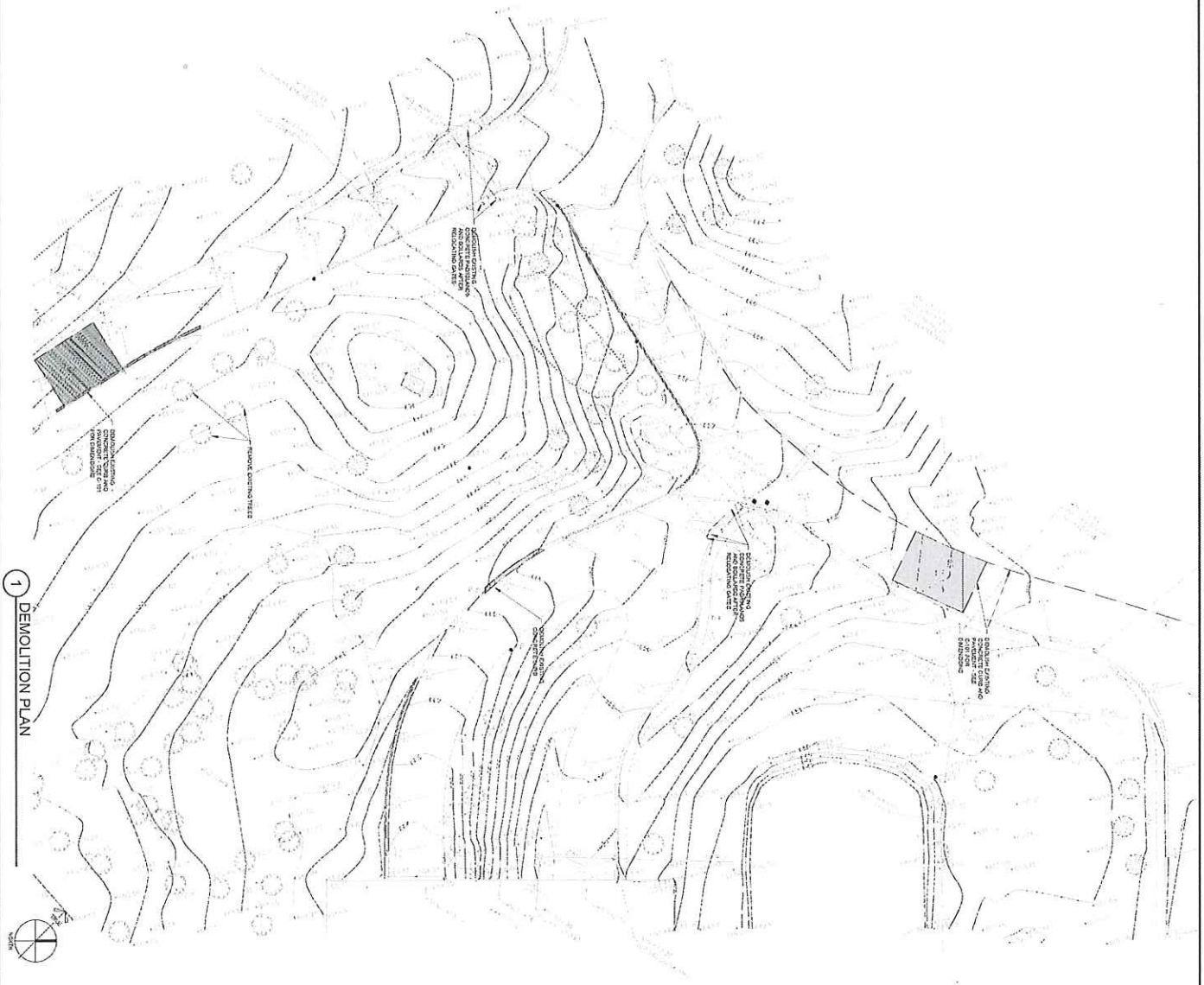

1 DEMOLITION PLAN

CD-101

DEMOLITION PLAN

NO	DATE	DESCRIPTION
		ISSUED: 03/05/2021 ISSUED FOR PERMIT

HOLLISTER INCORPORATED HEADQUARTERS

HOLLISTER DRIVEWAY IMPROVEMENTS 2021

LIBERTYVILLE ILLINOIS

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J:\31-003902-10-HOLLISTER_DRIVEWAY_DESIGN_&_TECHNOLOGY\MAPS_DRAWINGS\ACAD\0039020-101.DWG Mon Mar 8 18:31:43 2021 KOLTON, STEVE

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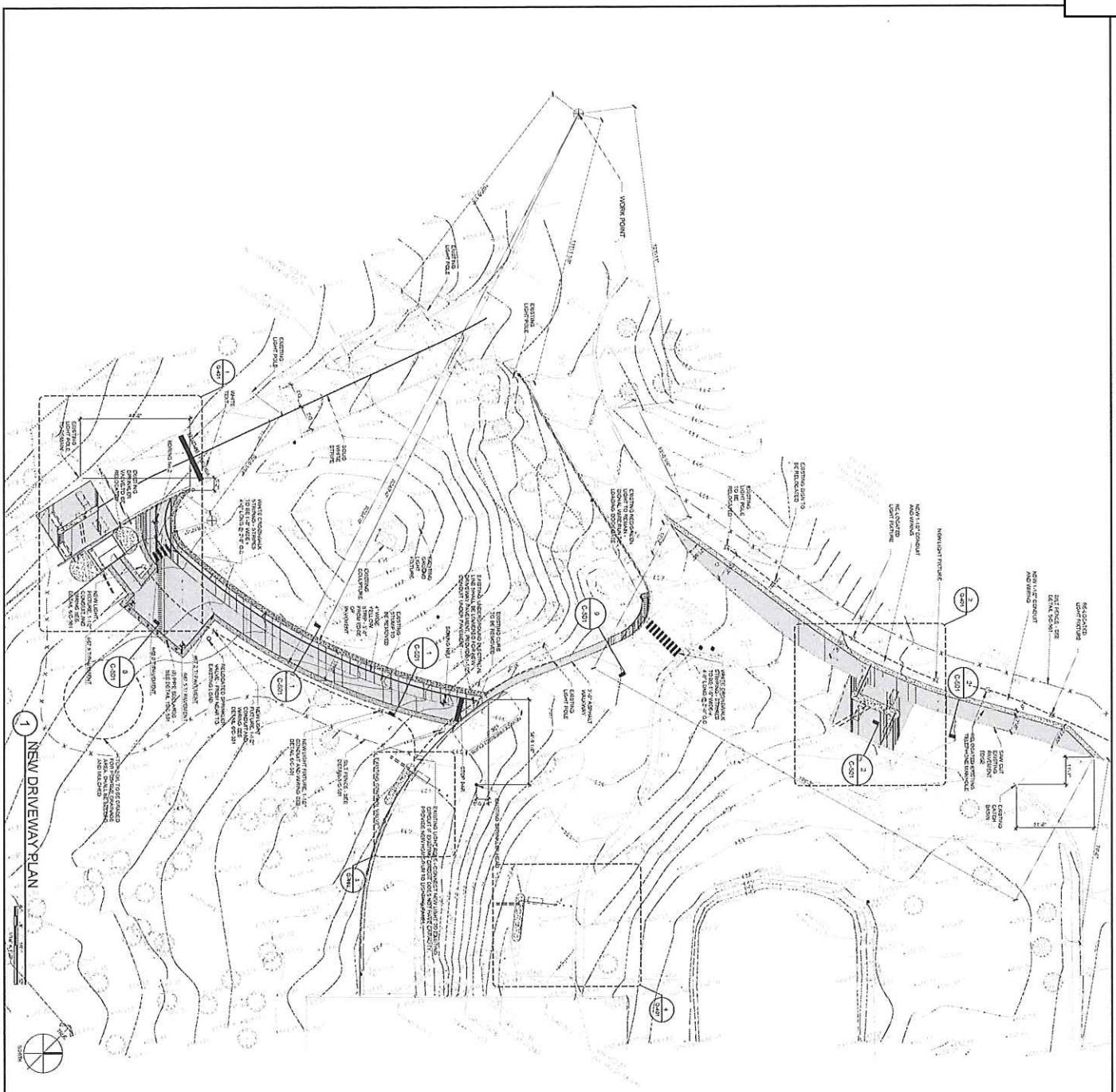
WORK POINT
EXISTING LIGHT POLE
EXISTING LIGHT POLE
EXISTING LIGHT POLE
EXISTING LIGHT POLE
EXISTING LIGHT POLE RELOCATED
EXISTING SIGN TO BE RELOCATED
NEW LIGHT FIXTURE
NEW LIGHT CONDUIT AND WIRING
RELOCATED LIGHT FIXTURE
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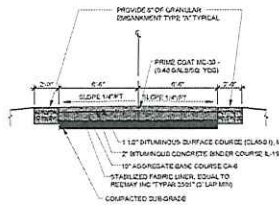
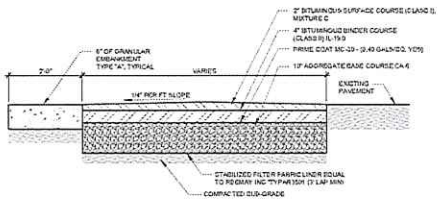


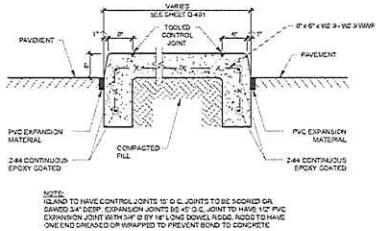
1 DRIVEWAY PAVEMENT SECTION

NOTE: EXTEND BASE MATERIAL UNDER CURBS AND ISLANDS, UNLESS NOTED OTHERWISE IN ISLAND DETAILS



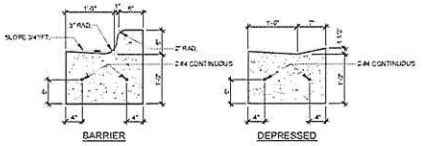
2 TYPICAL PAVEMENT SECTION

NOTE: EXTEND BASE MATERIAL UNDER CURBS AND ISLAND



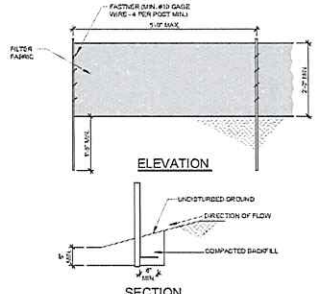
NOTE:
ISLAND TO HAVE CONTROL JOINTS 15'-0" O.C. JOINTS TO BE SCORED OR SAWED 3/4" DEEP. EXPANSION JOINTS SHALL BE AT 45'-0" O.C. JOINT TO HAVE 1/2" PVC EXPANSION JOINT WITH 3/4" Ø BY 18" LONG DOWEL RODS. RODS TO HAVE ONE END GREASED OR WRAPPED TO PREVENT BOND TO CONCRETE

3 ISLAND CURB



NOTE:
1. CURBS TO HAVE CONTROL JOINTS AT 15'-0" O.C. JOINTS TO BE SCORED OR SAWED 3/4" DEEP. EXPANSION JOINTS SHALL BE AT 45'-0" O.C. JOINT TO HAVE 1/2" PRE-MOLDED FIBER JOINT FILLER WITH 3/4" DIAMETER BY 18" LONG DOWEL RODS. RODS TO HAVE ONE END GREASED OR WRAPPED TO PREVENT BOND TO CONCRETE.

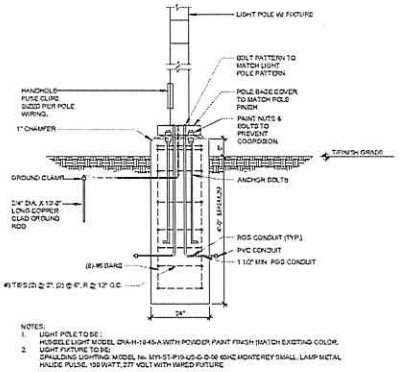
4 CURB DETAIL



NOTES:

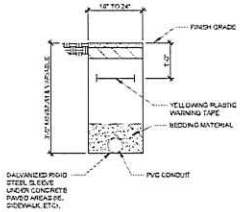
1. TEMPORARY SEDIMENT FENCE SHALL BE INSTALLED PRIOR TO ANY GRADING WORK IN THE AREA TO BE PROTECTED. SEDIMENT FENCE SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND REMOVED FOR FINAL GRADING AND SITE STABILIZATION.
2. FILTER FABRIC SHALL MEET THE REQUIREMENTS OF MATERIAL SPECIFICATION 592 GEOTEXTILE TABLE 1 OR 2 CLASS WITH EQUIVALED OPENING SIZE OF AT LEAST 30 FOR NON-WOVEN AND 50 FOR WOVEN.
3. SEDIMENT FENCE POSTS SHALL BE EITHER STANDARD STEEL POST OR WOOD POST WITH A MINIMUM CROSS-SECTIONAL AREA OF 0.8 SQ.IN.

5 SILT FENCE DETAIL

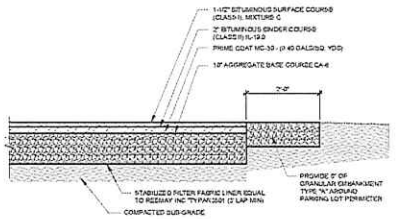


NOTES:
1. LIGHT POLE TO BE : HUGGLE LIGHT MODEL SHA-H-1845-A WITH POWDER PAINT FINISH (MATCH EXISTING COLOR).
2. LIGHT FIXTURE TO BE: CPAULDING LIGHTING: MODEL No. MVI-ST-P10-US-G-B-06 60HZ MONTEREY SMALL LAMP METAL HALIDE PULSE, 100 WATT, 277 VOLT WITH WIRED FUTURE

6 LIGHT POLE BASE DETAIL

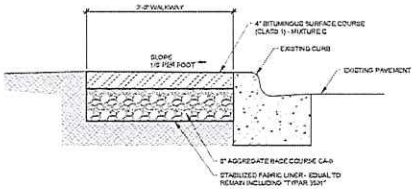


7 TYPICAL TRENCH DETAIL FOR NEW ELECTRICAL LINES

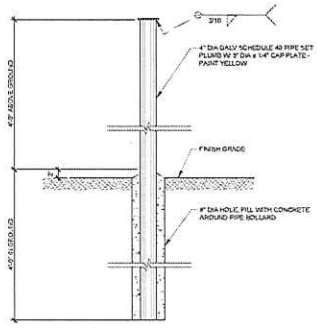


8 TYPICAL PARKING LOT PAVEMENT SECTION

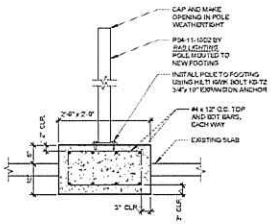
NOTE: EXTEND BASE MATERIAL UNDER CURBS AND ISLAND, UNLESS NOTED OTHERWISE IN ISLAND DETAILS



9 BITUMINOUS WALKWAY



10 PIPE BOLLARD IN GROUND



11 CAMERA / AVIPOLE AND FOOTING DETAIL

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2105 Corporate Parkway
Suite 300
Aurora, IL 60503
(630) 236-3400
www.walkerconsultants.com

Illinois Professional Engineering Firm Certificate of Authority Number: 184.006997

HOLLISTER INCORPORATED HEADQUARTERS
HOLLISTER DRIVEWAY IMPROVEMENTS 2021
LIBERTYVILLE ILLINOIS

NO.	DATE	ISSUE/REVISION
1	03/12/2021	ISSUED FOR PERMIT

PROJECT NO: 21-028W02.10
DRAWN BY: SPK
CHECKED BY: LCK
SHEET TITLE:
SITE DETAILS

C-501

J:\21-028W02-10\HOLLISTER_DRIVEWAY_DESIGN\LA_TECHNOLOGY\WIP\PS_DRAWINGS\ACAD\D3000\C-501.DWG Mon Mar 8 15:13:43 2021 KOLTON.STEVE

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CONDUIT LEGEND		
DESIGNATION	SIZE	DEFINITION
C1	1"	POWER FEEDER, ONE 120V CIRCUIT FROM POWER SOURCE
C1A	1"	POWER FEEDER, TWO 120V CIRCUITS FROM POWER SOURCE
C1B	1 1/2"	POWER FEEDER, FOUR 120V CIRCUITS FROM POWER SOURCE
C1C	2"	POWER FEEDER, EIGHT 120V CIRCUITS FROM POWER SOURCE
C2	1"	POWER CONDUIT
C3	1"	POWER FEEDER, ONE 208V CIRCUIT FROM POWER SOURCE
C4	3/4"	RIGID STEEL/UNDERGROUND CAN BE PVC)
C5	3/4"	RIGID STEEL LOOP LEAD
C6	1"	VOICE COMMUNICATION CONDUIT TO MAIN
C7	1 1/2"	VOICE COMMUNICATION TO MAIN COMMUNICATION INTERFACE
C8	1-1/2"	PARCS DATA, USE MFR RECOMMENDED CABLE AND LEAVE PULL STRING
C9	1 1/2"	PARCS DATA FROM FACILITY MANAGEMENT SYSTEM

GENERAL NOTES:

1. GENERAL CONTRACTOR SHALL COORDINATE SLAB REINFORCEMENT BOOTH PLACEMENT AND THRESHOLD ELEVATION. THE BOOTH SHALL BE SET LEVEL AND THE THRESHOLD SHALL MEET ADAAG 4.3.8 / ADA GUIDELINES.
2. DRAWINGS ARE SCHEMATIC DIAGRAMS. PARCS CONTRACTOR TO COORDINATE FINAL CONDUIT QUANTITIES, SIZES, LOCATION OF CONDUIT STUB UPS, PROTECTIVE BOLLARDS, AND EQUIPMENT MOUNTING LOCATIONS.
3. PATCH EXISTING ASPHALT IF DAMAGED WHEN INSTALLING NEW ISLANDS AND CONDUITS.
4. LANES TO BE A MINIMUM OF 10'-0" WIDE.

ELECTRICAL NOTES:

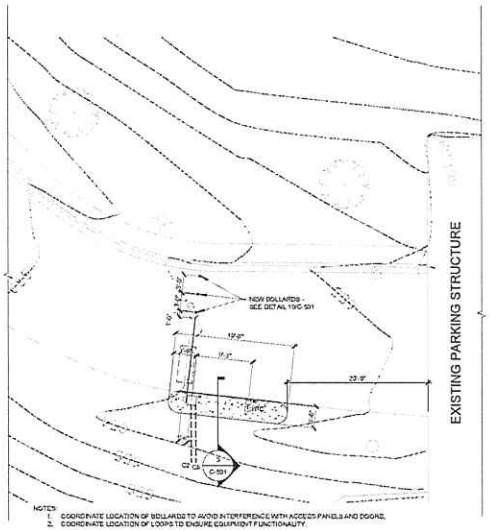
1. ALL EXPOSED CONDUIT TO BE RIGID HOT DIPPED GALVANIZED.
2. SEE EQUIPMENT LEGEND FOR POWER REQUIREMENTS.
3. COORDINATE WITH CIVIL AND ELECTRICAL DRAWINGS FOR POWER SUPPLY AND DATA LINE INTERFACES.
4. POWER AND COMMUNICATIONS SHALL BE ROUTED IN SEPARATE CONDUITS. VOLTAGE DROP SHALL BE LESS THAN 3%. CONDUITS AND CONDUCTORS SHALL BE SIZED PER THE NATIONAL ELECTRICAL CODE REQUIREMENTS.
5. RE-USE EXISTING PATHWAY/CONDUIT WHERE POSSIBLE.

SCOPE NOTES:

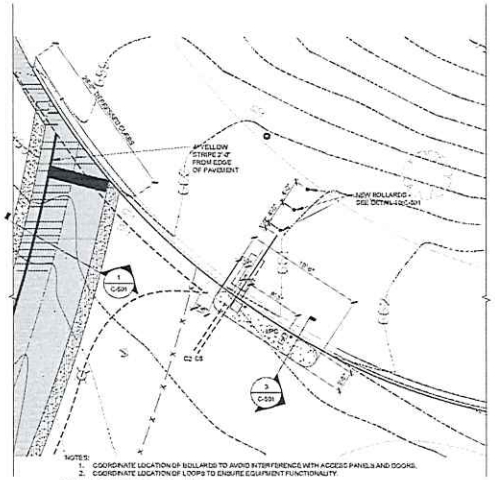
1. LOW VOLTAGE WIRING, TERMINATIONS AND NETWORK DEVICES BY ADVANCED DATA TECHNOLOGIES.
2. ACCESS CONTROL DEVICES, CCTV CAMERAS, COMPUTERS, TERMINATION AND INSTALLATION OF DEVICE BY SOUND INC
3. CIVIL WORK, LINE VOLTAGE, CONDUITS, SIGNS, POLES, BOLLARDS, STRUCTURES, PAVEMENT MARKINGS AND ALL OTHER WORK NOT EXPLICITLY DESCRIBED ABOVE BY GENERAL CONTRACTOR.

EQUIPMENT LEGEND

EQUIPMENT	DEFINITION
AG	AUTOMATIC GATE 1-25A, 120V, 2400W CIRCUIT
12'-0" / 5'-0"	TYPICAL LOOP
	POLE
	ISLAND PROTECTIVE BOLLARD= 4'-0" TALL UNLESS NOTED OTHERWISE
	EQUIPMENT PROTECTIVE BOLLARD
CR 1.11 PC 1 CR	CARD READER/INTERCOM/ PIN HOLE CAMERA/ OR READER POWER FROM GATE/BOOTH
	AUTOMATIC VEHICLE IDENTIFICATION POLE MOUNT
	CAMERA ON POLE
360°	360° CAMERA ON POLE - SEE DETAIL 1/SD-501
GUARD BOOTH	GUARD BOOTH/INTERCOM SEE BOOTH DETAILS AND SPECIFICATIONS. CONSULT ENGINEER TO VERIFY PANEL SIZE. ADA, 20'W, 60'AW (INCLUDES POWERING TWO GATES, OVERHEAD LOAD CONDUIT AND CONDUCTOR SIZES IF ADDITIONAL EQUIPMENT IS POWERED FROM BOOTH)



4 ENLARGED PLAN - EXIT FROM PARKING STRUCTURE



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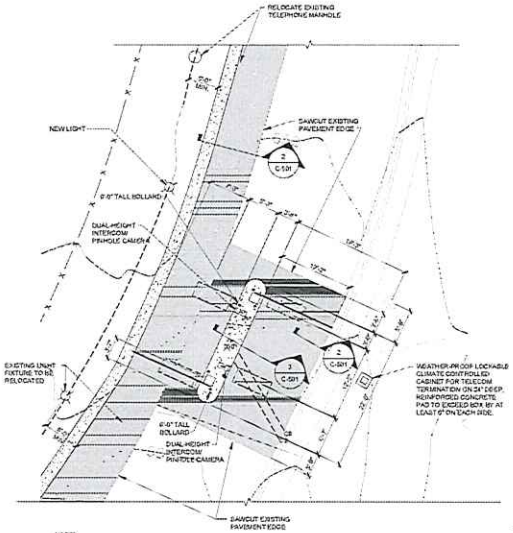
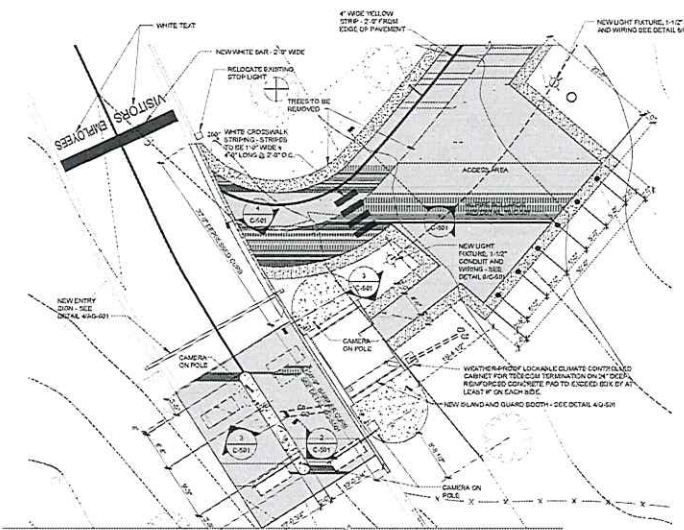


2 ENLARGED PLAN - ENTRANCE/EXIT



1 ENLARGED PLAN - SITE ENTRANCE

WALKER CONSULTANTS
2307 Waterfront Parkway East Drive, Suite 200
Indianapolis, IN 46214
317.917.7949 Ph
www.walkerconsultants.com

New Parcs Consulting Inc. Fire Systems Authority Survey 10/2/2021

STATE OF ILLINOIS
ERIN K. SWAY
062-064408
LICENSED PROFESSIONAL ENGINEER

HOLLISTER INCORPORATED HEADQUARTERS

HOLLISTER DRIVEWAY IMPROVEMENTS 2021

LIBERTYVILLE ILLINOIS

NO.	DATE	DESCRIPTION
1	10/21/2021	ISSUED FOR PERMIT

PROJECT NO: 21-058002.19
DRAWN BY: SPK
CHECKED BY: EN
SHEET TITLE:

ENLARGED PARCS PLANS AND NOTES

Q-401

J:\21-053002-19\HOLLISTER_DRIVEWAY_DESIGN\LA_TECHNOLOGY\MAPS_DRAWINGS\ISSUED\CAD\SD\SD200-501.DWG Tue, Mar 9 07:36:51 2021 KOLTON, STEVE

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CONDUIT LEGEND		
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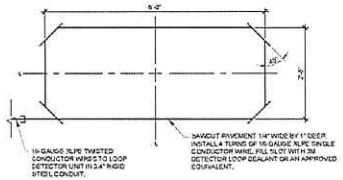
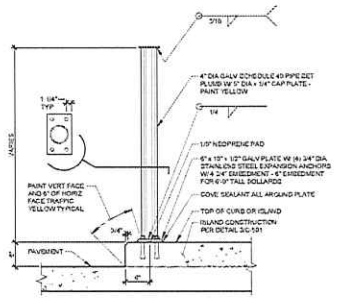


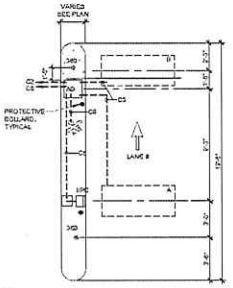
NOTES:
A. VERIFY SIZE OF LOOP, SIZE OF WIRE AND NUMBER OF TURNS AND NUMBER OF TWISTS PER FOOT IN LOOP LEADS WITH DETECTOR SUPPLIER BEFORE INSTALLATION.
B. LOOP LEAD RUNS SHALL HAVE (4) TWISTS PER FOOT AND ARE LIMITED TO 100 FEET.
C. LOOP AND LOOP LEADS SHALL BE LOCATED AT LEAST 10" FROM ANY ELECTRICAL POWER SERVICE OR RUNS, AND STEEL REINFORCING IF POSSIBLE.
D. LOOP LEADS SHALL BE IN SEPARATE RIGID STEEL CONDUIT BETWEEN LOOP AND DETECTOR. IT MUST NOT SHARE CONDUIT WITH OTHER WIRING OR LEADS FROM OTHER LOOPS.
E. LOOP AND LOOP LEAD WIRE SHALL BE 16-GAUGE XLPE CONDUCTOR STRANDED WIRE. ALL WIRE TO BE CONTINUOUS WITHOUT SPLICES.
F. COORDINATE INSTALLATION WITH GENERAL CONTRACTOR.

1 DETECTOR LOOP DETAIL



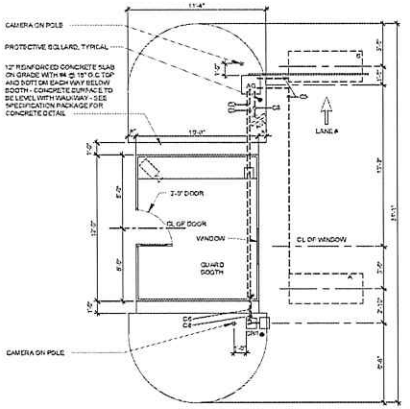
NOTES:
1. PAINT ENTIRE PIPE BOLLARD ASSEMBLY TRAFFIC YELLOW.
2. PARCS VENDOR AND GENERAL CONTRACTOR TO COORDINATE FINAL LOCATION OF PIPE BOLLARD WITH EQUIPMENT ACCESS REQUIREMENTS.

2 PIPE BOLLARD

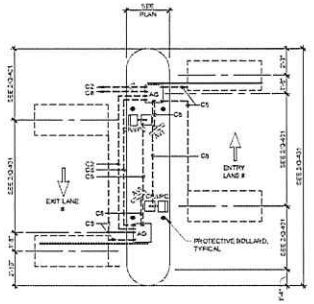


NOTES:
1. AVI MACHINE NOT PRESENT AT EXIT LANE.

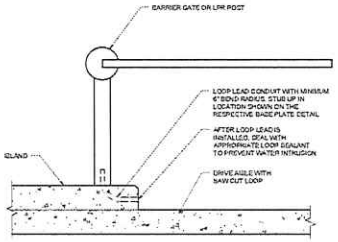
3 ENTRY OR EXIT WITH ISLAND MOUNTED AVI



4 ENTRANCE WITH GUARD BOOTH AND CARD READER



5 ENTRY/EXIT WITH CARD READER



6 LOOP LEAD CONDUIT DETAIL

WALKER CONSULTANTS
2167 Dunwoody Parkway
Suite 400
Atlanta, IL 30319
(678) 823-2500
www.walkerconsultants.com

Illinois Professional Engineering Firm
Firm Certificate of Authority Number 184.006792

HOLLISTER INCORPORATED HEADQUARTERS
HOLLISTER DRIVEWAY IMPROVEMENTS 2021
LIBERTYVILLE ILLINOIS

NO.	DATE	DESCRIPTION
1	03/12/2021	ISSUED FOR PERMIT

PROJECT NO: 31-003302.19
DRAWN BY: SPK
CHECKED BY: EN
SHEET TITLE:
PARCS DETAILS

Q-501

J:\31-003302-19\HOLLISTER_DRIVEWAY_DESIGN\LA_TECHNOLOGY\MAPS_DRAWINGS\ACAD\03302-501.DWG Thu Mar 4 15:45:53 2021 KOLTON, STEVE

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J:\31-000902-10 HOLLISTER_DRIVEWAY_DESIGN_&_TECHNOLOGY\MAPS_DRAWINGS\ACAD\000902AG-101.DWG Mon Mar 8 10:34:44 2021 KOLTON, STEVE

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1 OVERALL SITE PLAN - SIGNAGE

AG-101

OVERALL SITE PLAN - SIGNAGE

NO	DATE	DESCRIPTION
1	3/8/2021	ISSUED FOR PERMIT

PROJECT NO: 31-000902-10
DRAWN BY: SPK
CHECKED BY: TEH
APPROVED BY:

HOLLISTER INCORPORATED HEADQUARTERS

HOLLISTER DRIVEWAY IMPROVEMENTS 2021

LIBERTYVILLE ILLINOIS

WALKER CONSULTANTS
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Suite 100
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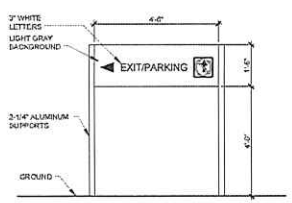
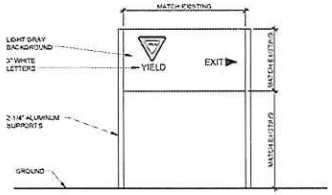
www.walkerconsultants.com
Walker Parking Consultants/Engineers, Inc.
Firm Certificate of Authority Number: DR-0024-C

SIGN SCHEDULE							
MARK	SIZE W	SIZE L	TEXT/MESSAGE	MOUNTING DETAIL	MOUNTING HT.	SIGN DETAIL	REMARKS
V1	"	"	STOP SIGN	"	"	"	EXISTING STOP SIGN TO REMAIN
V2A	"	"	HOLLISTER,...	"	"	"	EXISTING SIGN TO REMAIN
V2B	"	"	HOLLISTER,...	"	"	"	EXISTING SIGN TO REMAIN
V3A	"	"	SHIPPING RECEIVING	11AG-501	"	10/AG-501	MATCH EXISTING SIGN DIMENSIONS - VERIFY IN FIELD
V3B	"	"	EXITING..., NO TRESSPASSING,...	"	"	"	EXISTING SIGN TO REMAIN
V4	"	"	STOP	"	"	"	EXISTING STOP SIGN TO BE REMOVED
V5A	"	"	↑ SHIPPING RECEIVING,...	"	"	9/AG-501	MATCH EXISTING SIGN DIMENSIONS - VERIFY IN FIELD - SIGN TO BE RELOCATED TO ACCOMMODATE NEW ROAD
V6	"	"	NO BUSES,...	"	"	"	EXISTING SIGN TO REMOVED
V7	"	"	KEEP RIGHT	"	"	"	EXISTING SIGN TO REMAIN
V8	"	"	WATCH FOR PEDESTRIANS	"	"	"	EXISTING SIGN TO REMAIN
V9	"	"	STOP SIGN	"	"	"	EXISTING STOP SIGN TO BE REMOVED
V10	"	"	SPEED LIMIT 15 MPH	"	"	"	EXISTING SIGN TO REMAIN
V11	"	"	SMOKE FREE CAMPUS	"	"	"	EXISTING SIGN TO REMAIN
V12A	"	"	← VISITOR PARKING, EMPLOYEE PARKING →	"	"	"	EXISTING SIGN TO REMAIN
V12B	"	"	YIELD EXIT →	11AG-501	"	7/AG-501	NEW SIGN
V13	"	"	NO BUSES,...	"	"	"	EXISTING SIGN TO REMAIN
V14A	"	"	DO NOT ENTER	"	"	"	EXISTING SIGN TO REMAIN
V14B	"	"	SPEED LIMIT 15 MPH	"	"	"	EXISTING SIGN TO REMAIN
V15	"	"	KEEP RIGHT	"	"	"	EXISTING SIGN TO REMAIN
V16	"	"	THIS PROPERTY IS	"	"	"	EXISTING SIGN TO REMAIN
V17	"	"	SLOW PEDESTRIAN CROSSING	"	"	"	EXISTING SIGN TO REMAIN
V18	"	"	SLOW PEDESTRIAN CROSSING	"	"	"	EXISTING SIGN TO REMAIN
V19	"	"	← EMPLOYEE PARKING/EXIT	"	"	"	EXISTING SIGN TO REMAIN
V20A	4'-6"	1'-0"	← EXIT	1/AG-501	3'-6"	2/AG-501	NEW SIGN
V20B	4'-6"	1'-0"	⊖ DO NOT ENTER ⊖	1/AG-501	3'-6"	2/AG-501	NEW SIGN
V21	2'-4"	1'-0"	← EXIT	1/AG-501	3'-6"	2/AG-501	NEW SIGN
V22	5'-6"	2'-0"	HOLLISTER PARKING ONLY VISITORS USE LEFT LANE	1/AG-501	4'-0"	1/AG-501	NEW SIGN
V23	2'-6"	1'-0"	← EXIT	1/AG-501	4'-0"	5/AG-501	NEW SIGN
V24	5'-4"	1'-0"	↑ EXIT ↑	2/AG-501	8'-0"	4/AG-501	NEW SIGN - LOWER LEVEL OF PARKING STRUCTURE
V25	5'-4"	1'-0"	↑ EXIT ↑	2/AG-501	8'-3"	4/AG-501	NEW SIGN - UPPER LEVEL OF PARKING STRUCTURE
V26	6'-0"	0'-10"	⊖ DO NOT ENTER ⊖	1/AG-501	4'-0"	6/AG-501	NEW SIGN
V27	4'-6"	1'-0"	←EXIT/PARKING	1/AG-501	4'-0"	11/AG-501	NEW SIGN
V28	"	"	VISITORS EMPLOYEES				SEE DETAIL 4/AG-501
V29	"	"	STOP TRAFFIC FROM LEFT DOES NOT STOP	6/AG-501	6'-0"	14/AG-501 - DM	NEW SIGN TO REPLACE EXISTING
V30	"	"	STOP TRAFFIC FROM RIGHT DOES NOT STOP	5/AG-501	6'-0"	14/AG-501	NEW SIGN TO REPLACE EXISTING



11 SIGN DETAIL



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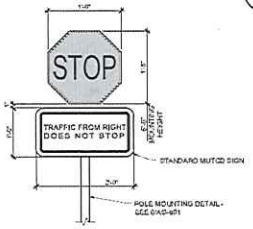
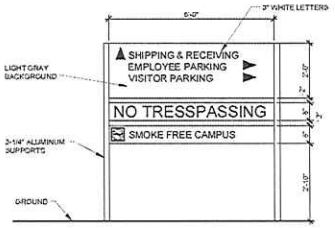


NOTES:
1. AT SIM LOCATION - LOWER SIGN TO READ "TRAFFIC FROM LEFT DOES NOT STOP".

14 SIGN DETAIL



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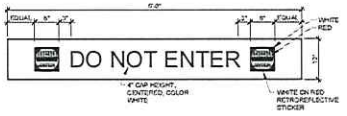

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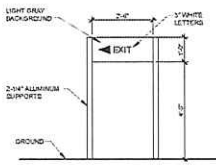

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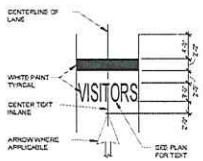
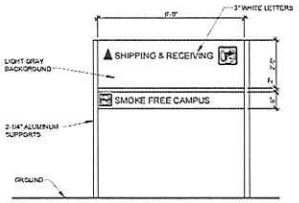


13 ROAD TEXT
SCALE: 1/4" = 1'-0"



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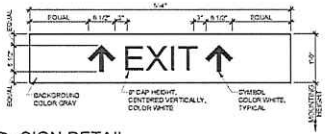

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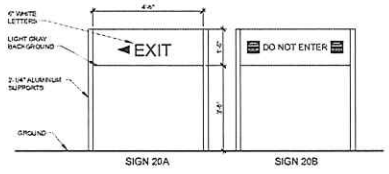
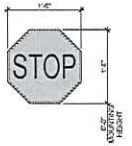
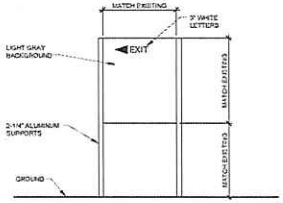


2 SIGN DETAIL



12 FEDERAL SIGN R1-1



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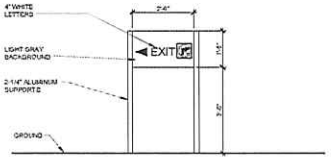
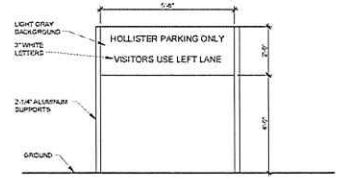


3 SIGN DETAIL



1 SIGN DETAIL

HOLLISTER INCORPORATED HEADQUARTERS
HOLLISTER DRIVEWAY IMPROVEMENTS 2021
LIBERTYVILLE ILLINOIS

NO.	DATE	DESCRIPTION
1	03/31/2021	ISSUED FOR PERMIT

PROJECT NO: 21-003902.10
DRAWN BY: SPK
CHECKED BY: TLH
SHEET TITLE:
SIGN SCHEDULE AND DETAILS

AG-501

J:\21\003902.10-HOLLISTER_DRIVEWAY_DESIGN_A_TECHNOLOGY\Plot\PS_DRAWINGS\ACAD\003902.10-AG.DWG Tue Mar 9 07:05:52 2021 KOLTON.STEVE

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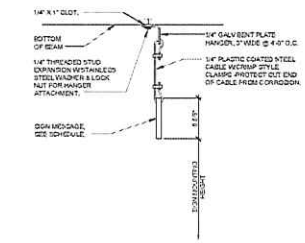
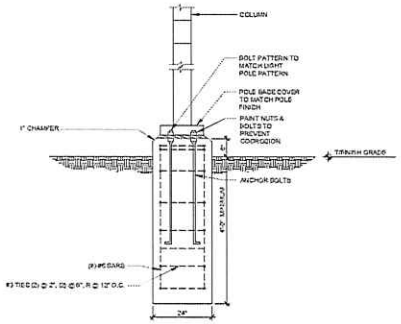
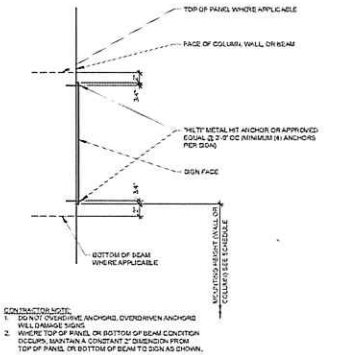


3 SIGN MOUNTING DETAIL

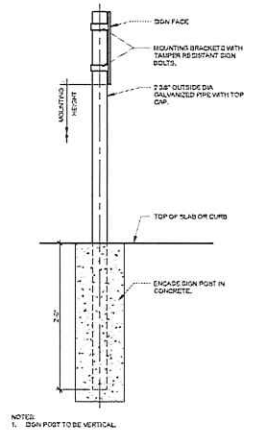


5 COLUMN BASE DETAIL



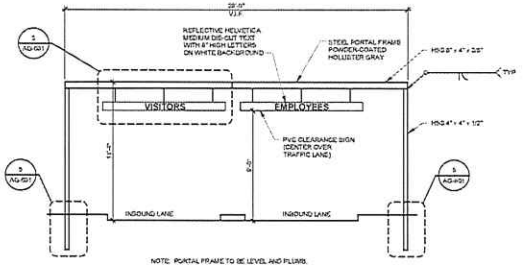
CONTRACTOR NOTE:
1. DO NOT OVERDRIVE ANCHORS, OVERDRIVEN ANCHORS WILL DAMAGE SIGNS.
2. WHERE TOP OF PANEL OR BOTTOM OF BEAM CONDITION OCCURS, MAINTAIN A CONSTANT 2" DIMENSION FROM TOP OF PANEL OR BOTTOM OF BEAM TO SIGN AS SHOWN.

2 SIGN MOUNTING DETAIL



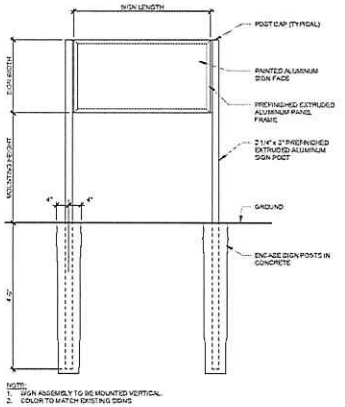
NOTES:
1. SIGN POST TO BE VERTICAL.

6 SIGN MOUNTING DETAIL - POST



NOTE: PORTAL FRAME TO BE LEVEL AND PLUMB.

4 NEW ENTRANCE SIGN



NOTE:
1. SIGN ASSEMBLY TO BE MOUNTED VERTICAL.
2. COLOR TO MATCH EXISTING SIGNS

1 SIGN MOUNTING DETAIL

WALKER CONSULTANTS
2335 Greenspoint Parkway, Suite 100, Hoffman Estates, IL 60169
847.697.2565 (P) 847.697.2567 (F)
www.walkerconsultants.com

Village Engineering Consultants Expires: 11/30/2022
Professional Engineer, Kyle Matthew Kolton, 062-073282

HOLLISTER INCORPORATED HEADQUARTERS
HOLLISTER DRIVEWAY IMPROVEMENTS 2021
LIBERTYVILLE ILLINOIS

NO.	DATE	DESCRIPTION
		ISSUED FOR PERMIT

PROJECT NO: 21-00HQ2-10
DRAWN BY: SPK
CHECKED BY: TLH
SHEET TITLE:
SIGN MOUNTING DETAILS

AG-601

J:\21-00302-10 HOLLISTER_DRIVEWAY_DESIGN\4_TECHNOLOGY\REVIT\5_DRAWINGS\AG\00302145-501.DWG Tue Mar 8 07:26:56 2021 KOLTON, STEVE

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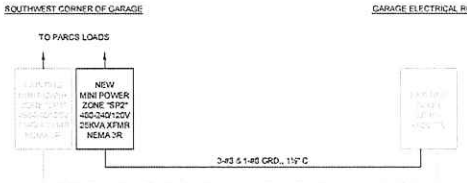
LIGHT FIXTURE SCHEDULE

TYPE	SYMBOL	MOUNTING	LAMP	MANUFACTURER	CATALOG NUMBER	REMARKS
F1		POLE MOUNT	LED 4000K	LSI	ENM4-PT-S-LED-5L-40-UNV-BLK-PC	POLE-MOUNTED DECORATIVE SITE LIGHT FIXTURE, ASYMMETRIC DISTRIBUTION, 35W LED, U.L. LISTED FOR WET LOCATIONS, 120-277V, WITH PHOTOCELL. SEE POLE BASE DETAIL 6/C-501. FIXTURES ARE TO BE MOUNTED TO 12'-0" POLE WITH 4" DIAMETER TENON MOUNT, VALMONT DS340-400V120-PC, KW INDUSTRIES RSP12-4.0-11-4, OR APPROVED EQUIVALENT. POLE AND FIXTURE COLORS TO MATCH EXISTING SITE FIXTURE COLORS.
F2		POLE MOUNT	LED 4000K	LSI	ENM4-PT-SW-LED-5L-40-UNV-BLK-PC	POLE-MOUNTED DECORATIVE SITE LIGHT FIXTURE, SYMMETRIC DISTRIBUTION, 35W LED, U.L. LISTED FOR WET LOCATIONS, 120-277V, WITH PHOTOCELL. SEE POLE BASE DETAIL 6/C-501. FIXTURES ARE TO BE MOUNTED TO 12'-0" POLE WITH 4" DIAMETER TENON MOUNT, VALMONT DS340-400V120-PC, KW INDUSTRIES RSP12-4.0-11-4, OR APPROVED EQUIVALENT. POLE AND FIXTURE COLORS TO MATCH EXISTING SITE FIXTURE COLORS.



1 POWER ONE-LINE DIAGRAM

GENERAL NOTES:

(APPLY TO ALL SHEETS)

1. ALL CONDUITS SHALL CONTAIN A GREEN COLORED EQUIPMENT GROUNDING CONDUCTOR PROVIDING CONTINUITY TO ALL BOXES, DEVICES AND FIXTURES. ALL HOMERUN CONDUCTOR SIZES SHALL BE AS NOTED ON THE PANEL SCHEDULES. CONDUIT SIZING SHALL BE BASED ON USE OF THWN INSULATION AND NEC REQUIREMENTS.
2. ALL ABOVE GROUND CONDUIT SHALL BE SURFACE MOUNTED RIGID HOT DIPPED GALVANIZED STEEL WITH THREADED FITTINGS UTILIZING HOT DIPPED GALVANIZED, CAST, OR MALLEABLE IRON THREADED JUNCTION BOXES AND COVERS. ALL UNDERGROUND CONDUIT SHALL BE SCHEDULE 40 PVC. CONDUIT SIZES ARE TO BE AS NOTED ON DRAWINGS. BELOW GROUND CONDUIT IS TO BE INSTALLED AT MINIMUM 24" BURIAL DEPTH.
3. ALL EXPOSED CONDUIT MUST BE ROUTED UP TIGHT AGAINST THE CEILING, COLUMNS, TEES OR WALLS. NO GAPS WILL BE PERMITTED. (USING BLOCKOUTS OR OTHER STRUCTURAL MEMBERS AS A SOURCE OF SUPPORT IS PROHIBITED). CONDUIT SHALL NOT BE ROUTED BEHIND SIGNS, OR LOCATED SUCH A WAY THAT IT OBSTRUCTS THE OPERATION OF A DEVICE OR RESTRICTS OPENING AN ACCESS POINT, ENCLOSURE DOOR OR ANY OTHER PIECE OF EQUIPMENT.
4. PROVIDE CONDUIT EXPANSION FITTINGS FOR ALL CONDUIT THAT CROSSES EXPANSION JOINTS AT LOCATIONS REQUIRED.
5. THE USE OF POWDER PROPELLED FASTENERS FOR MOUNTING CONDUIT, SUPPORTS, JUNCTION BOXES, OTHER EQUIPMENT IS PROHIBITED.
6. ALL MATERIALS BEING REMOVED ARE TO BE REMOVED OFF SITE AND LAWFULLY DISPOSED OF BY CONTRACTOR. OWNER RESERVES THE FIRST RIGHT OF REFUSAL FOR CONDUIT, WIRE, JUNCTION BOXES, AND ALL OTHER EQUIPMENT OR MATERIAL TO BE REMOVED. THE CONTRACTOR IS TO DISPOSE OF ALL MATERIAL IN ACCORDANCE WITH ALL LOCAL AND STATE ORDINANCES AND LAWS AND GRANT REQUIREMENTS. SUBMIT DISPOSAL PROCESS TO OWNER/ENGINEER FOR REVIEW.
7. CONTRACTOR IS TO VERIFY EXISTING ELECTRICAL SYSTEM INCLUDING CONDUIT, WIRES, AND CIRCUIT BREAKERS ARE SIZED TO HANDLE ADDITIONAL LOAD FROM NEW EQUIPMENT.

ELECTRICAL SYMBOLS

- POLE MOUNTED LIGHT FIXTURE
- VERTICAL CONDUIT RISER
- QUAZITE JUNCTION BOX
- CONCEALED CONDUIT (NEW, EXCEPT WHERE NOTED OTHERWISE)
- EXPOSED CONDUIT (NEW, EXCEPT WHERE NOTED OTHERWISE)
- ELECTRICAL PANEL

EXISTING LIGHTING AND POWER PANEL , "SP-1": SQ-D TYPE 7 5 KVA MINI POWERZONE 20A PRIMARY AND 40A SECONDARY CIRCUIT BREAKER & "QOD" BRANCH CIRCUIT BREAKERS, 10,000 AMP IESC RATING

VOLTS---> 240 /120V AMPS--> 100

CT. NO.	LOCATION/DESCRIPTION QUANTITY	WATTS	WIRE SIZE	C.B. AMP	PHASE A	PHASE B	C.B. AMP	WIRE %/F	WATTS	LOCATION/DESCRIPTION QUANTITY	CT. NO.
1	GARAGE EXIT GATE 1	2400	6	30	20	—	40	SECONDARY MAIN CIRCUIT BREAKER (EXISTING)			2
3	GARAGE EXIT GATE 2	2400	6	30	—	20					4
5	PANEL SECURITY LIGHT (EXISTING)	29	10	15	0	—	20			SPARE	6
7	ACCESS CTRL. RECEPTS (EXISTING)	500	10	20	—	4	20			SPARE	8
9	SPARE			20	0	—	20			SPARE	10
11	SPARE			20	—	0	20			SPARE	12

P--PADLOCK ATTACHMENT
L--LOCK ON ATTACHMENT

	A	B	
TOTAL WATTS PER PHASE:	3429	2900	TOTAL KILOWATTS: 5.3
TOTAL AMPS PER PHASE:	29	24	TOTAL AMPS: 25

NEW LIGHTING AND POWER PANEL , "SP-2": SQ-D TYPE 25 KVA MINI POWERZONE 100A PRIMARY AND 125A SECONDARY CIRCUIT BREAKER & "QOD" BRANCH CIRCUIT BREAKERS, 10,000 AMP IESC RATING

VOLTS---> 240 /120V AMPS--> 100

CT. NO.	LOCATION/DESCRIPTION QUANTITY	WATTS	WIRE SIZE	C.B. AMP	PHASE A	PHASE B	C.B. AMP	WIRE %/F	WATTS	LOCATION/DESCRIPTION QUANTITY	CT. NO.
1	SITE ENTRANCE GUARD BOOTH	4620	2	60	40	—	175	SECONDARY MAIN CIRCUIT BREAKER			2
3		4620			—	39					4
5	NORTH ENTRANCE GATE	2400	4	30	24	—	20	8	500	NORTH GATE NETWORK SWITCH	6
7	NORTH EXIT GATE	2400	4	30	—	39	20			SPARE	8
9	SPARE			20	0	—	20			SPARE	10
11	SPARE			20	—	0	20			SPARE	12

P--PADLOCK ATTACHMENT
L--LOCK ON ATTACHMENT

	A	B	
TOTAL WATTS PER PHASE:	7720	7020	TOTAL KILOWATTS: 14.7
TOTAL AMPS PER PHASE:	64	59	TOTAL AMPS: 68

BOOTH POWER PANEL , "SB-1": GUARD BOOTH PANEL WITH 60A MAIN CIRCUIT BREAKER

VOLTS---> 240 /120V AMPS--> 120

CT. NO.	LOCATION/DESCRIPTION QUANTITY	WATTS	WIRE SIZE	C.B. AMP	PHASE A	PHASE B	C.B. AMP	WIRE %/F	WATTS	LOCATION/DESCRIPTION QUANTITY	CT. NO.
1	EMPLOYEE ENTRANCE GATE	2400	10	30	21	—	20	10	100	STOP LIGHT	2
3	VISITOR ENTRANCE GATE	2400	10	30	—	33	20	10	1500	BOOTH AC	4
5	BOOTH LIGHTS	120	10	20	13	—	20	10	1500	BOOTH HEATER	6
7	BOOTH RECEPTS.	360	10	20	—	6	20	10	360	BOOTH RECEPTS.	8
9	BOOTH RECEPTS.	360	10	20	6	—	20	10	360	BOOTH RECEPTS.	10
11	SPARE			20	—	0	20			SPARE	12

P--PADLOCK ATTACHMENT
L--LOCK ON ATTACHMENT

	A	B	
TOTAL WATTS PER PHASE:	4620	4620	TOTAL KILOWATTS: 9.4
TOTAL AMPS PER PHASE:	40	39	TOTAL AMPS: 44

2 PANEL SCHEDULES

WALKER CONSULTANTS
2105 Corporate Parkway
Suite 300
Aurora, Illinois 60503
630.907.2900
www.walkerconsultants.com

Walker Consultants, Engineers and Architects, Aurora, Illinois

JOSEPH J. SZOSTAK
062-058114
STATE OF ILLINOIS
LICENSE EXPIRES 11-30-2021

HOLLISTER INCORPORATED HEADQUARTERS
HOLLISTER DRIVEWAY IMPROVEMENTS 2021
LIBERTYVILLE ILLINOIS

NO.	DATE	DESCRIPTION
		ISSUED SCHEDULES FOR PERMIT

PROJECT NO: 21-0826.10
DRAWN BY: JPL
CHECKED BY: JJS
SHEET TITLE:

SCHEDULES AND GENERAL NOTES

E-001

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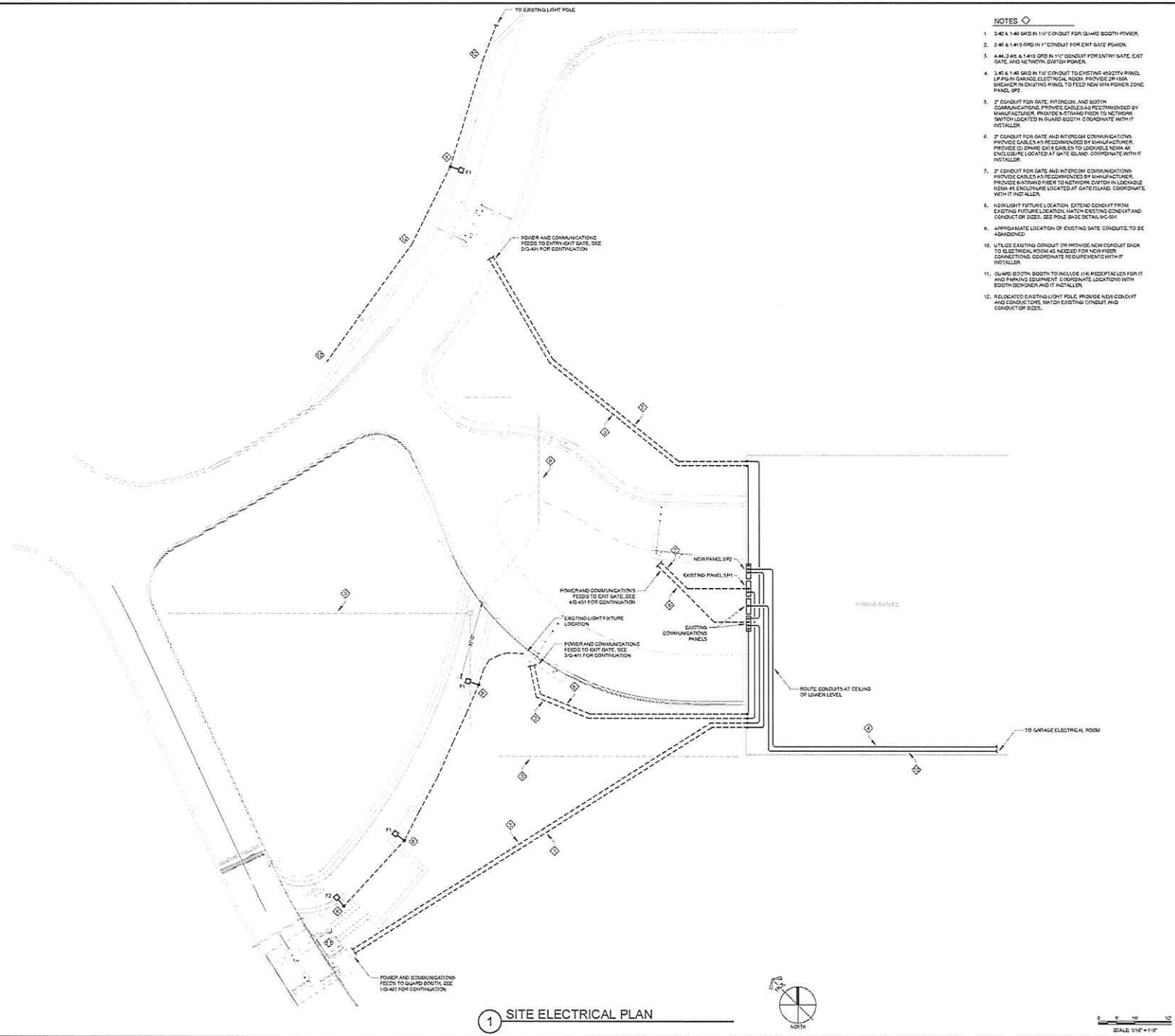

NOTES

1. 3-#2 & 1-#6 GRD IN 1½" CONDUIT FOR GUARD BOOTH POWER.
2. 2-#2 & 1-#10 GRD IN 1" CONDUIT FOR EXIT GATE POWER.
3. 4-#4, 2-#3, & 1-#10 GRD IN 1½" CONDUIT FOR ENTRY GATE, EXIT GATE, AND NETWORK SWITCH POWER.
4. 3-#3 & 1-#6 GRD IN 1½" CONDUIT TO EXISTING 480/277V PANEL LP1P3 IN GARAGE ELECTRICAL ROOM. PROVIDE 2P-100A BREAKER IN EXISTING PANEL TO FEED NEW MIN POWER ZONE PANEL SP2.
5. 2" CONDUIT FOR GATE, INTERCOM, AND BOOTH COMMUNICATIONS. PROVIDE CABLES AS RECOMMENDED BY MANUFACTURER. PROVIDE 6-STRAND FIBER TO NETWORK SWITCH LOCATED IN GUARD BOOTH. COORDINATE WITH IT INSTALLER.
6. 2" CONDUIT FOR GATE AND INTERCOM COMMUNICATIONS. PROVIDE CABLES AS RECOMMENDED BY MANUFACTURER. PROVIDE (2) DRAKE CAT 6 CABLES TO LOCKABLE NEMA 4X ENCLOSURE LOCATED AT GATE ISLAND. COORDINATE WITH IT INSTALLER.
7. 2" CONDUIT FOR GATE AND INTERCOM COMMUNICATIONS. PROVIDE CABLES AS RECOMMENDED BY MANUFACTURER. PROVIDE 6-STRAND FIBER TO NETWORK SWITCH IN LOCKABLE NEMA 4X ENCLOSURE LOCATED AT GATE ISLAND. COORDINATE WITH IT INSTALLER.
8. NEW LIGHT FIXTURE LOCATION. EXTEND CONDUIT FROM EXISTING FIXTURE LOCATION. MATCH EXISTING CONDUIT AND CONDUCTOR SIZES. SEE POLE BASE DETAIL 9/G-501
9. APPROXIMATE LOCATION OF EXISTING GATE CONDUITS, TO BE ABANDONED
10. UTILIZE EXISTING CONDUIT OR PROVIDE NEW CONDUIT BACK TO ELECTRICAL ROOM AS NEEDED FOR NEW POE/DATA CONNECTIONS. COORDINATE REQUIREMENTS WITH IT INSTALLER.
11. GUARD BOOTH: BOOTH TO INCLUDE (14) RECEPTACLES FOR IT AND PARKING EQUIPMENT. COORDINATE LOCATIONS WITH BOOTH DESIGNER AND IT INSTALLER.
12. RELOCATED EXISTING LIGHT POLE. PROVIDE NEW CONDUIT AND CONDUCTORS, MATCH EXISTING CONDUIT AND CONDUCTOR SIZES.

1 SITE ELECTRICAL PLAN

WALKER CONSULTANTS
2134 Commercial Parkway
Suite 200
Downers Grove, IL 60515
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www.walkerconsultants.com
Water Facility Engineering • Surveying • Architecture

JOSEPH A. LEDDIN
062-058114
REGISTERED PROFESSIONAL ENGINEER
STATE OF ILLINOIS
LICENSE EXPIRES 11-30-21

HOLLISTER INCORPORATED HEADQUARTERS

HOLLISTER DRIVEWAY IMPROVEMENTS 2021

LIBERTYVILLE ILLINOIS

NO.	DATE	DESCRIPTION
		ISSUED FOR PERMIT

PROJECT NO: 21-008HQ.10
DRAWN BY: JPL
CHECKED BY: JAL
SHEET TITLE:

ELECTRICAL SITE PLAN

E-101

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Tree Removals Plan

SHEET NO.	CD-101
SHEET TITLE:	DEMOLITION PLAN
DESIGNED BY:	LDS
DRAWN BY:	SK
CHECKED BY:	SK
PROJECT NO:	31-005902.10

NO	DATE	DESCRIPTION
		ISSUED 03/03/2021 ISSUED FOR R.E.B.OOING

HOLLISTER INCORPORATED HEADQUARTERS

HOLLISTER DRIVEWAY IMPROVEMENTS 2020

LIBERTYVILLE ILLINOIS

WALKER CONSULTANTS
2035 Greenspoint Parkway
Suite 200
Hoffman Estates, IL 60169
847.837.2540 Ph
www.walkerconsultants.com

Walker Parking Consultants/Engineers, Inc.
Firm Certificate of Authority Number XXXXXX

J:\31-005902-10-HOLLISTER_DRIVEWAY_DESIGN_&_TECHNOLOGY\MAPS_DRAWINGS\ACAD\005902C-101.DWG 2/22/2021 3:50:35 PM KOLTON, STEVE

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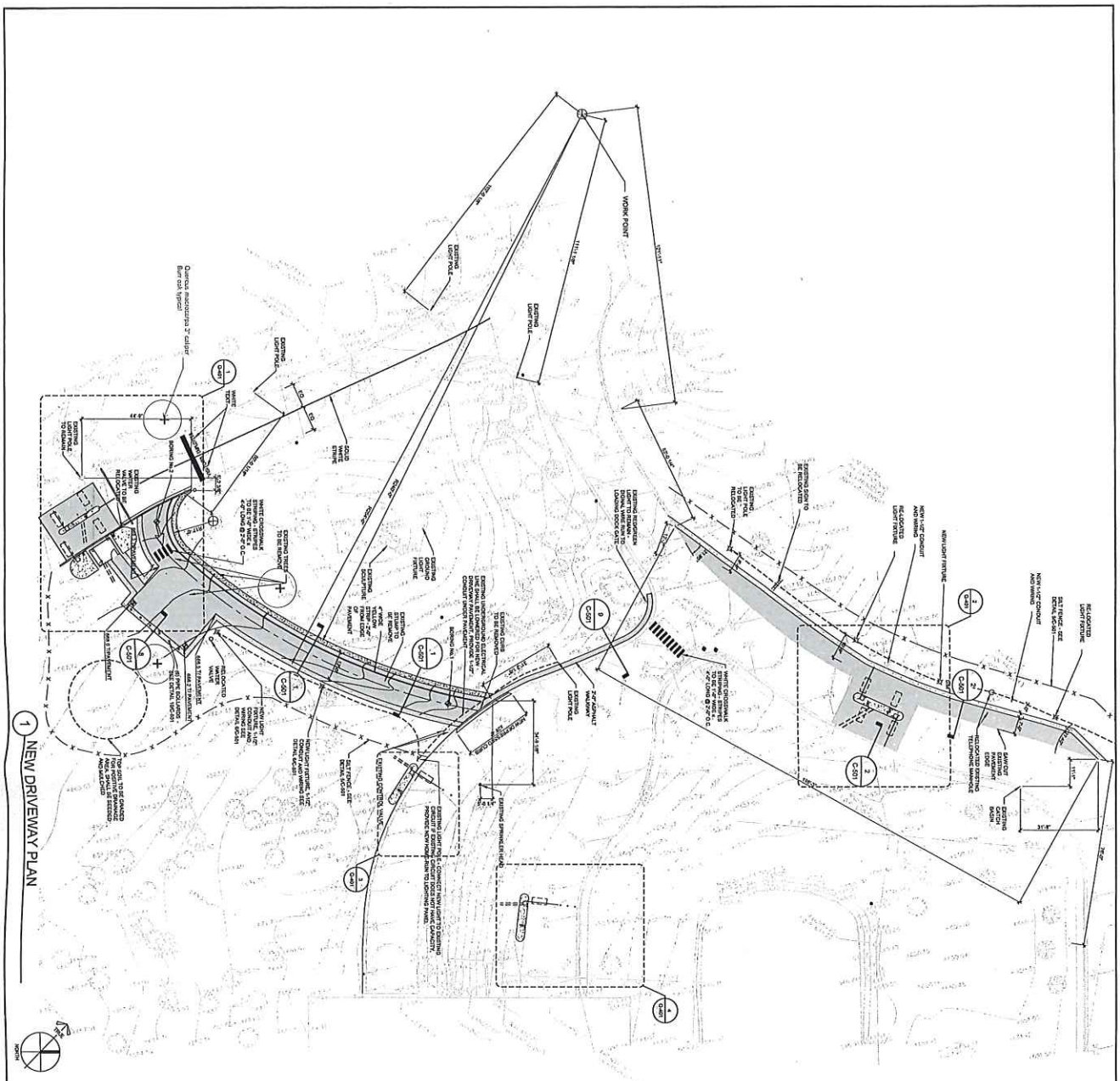
WORK POINT
EXISTING LIGHT POLE
EXISTING LIGHT POLE TO REMAIN
EXISTING LIGHT POLE TO BE RELOCATED
EXISTING LIGHT POLE RELOCATED
EXISTING SIGN TO BE RELOCATED
EXISTING WATER VALVE TO BE RELOCATED
EXISTING WATER VALVE TO BE REMOVED
EXISTING HYDRANT TO BE REMOVED
EXISTING SCULPTURE TO BE REMOVED
EXISTING GROUND FIXTURE
EXISTING RECESSED LIGHT TO REMAIN IN EXISTING LOADING DOCK GATE
EXISTING GUARD RAIL TO BE REMOVED
EXISTING UNDERGROUND ELECTRICAL CONDUIT TO BE REMOVED
EXISTING DRIVEWAY PAVEMENT TO BE REMOVED
EXISTING ASPHALT PAVEMENT
EXISTING CONCRETE PAVEMENT
EXISTING DRIVEWAY PAVEMENT, PROVIDE 4-1/2" ASPHALT OVERLAY
EXISTING DRIVEWAY PAVEMENT, PROVIDE 4-1/2" ASPHALT OVERLAY
EXISTING CATCH BASIN
EXISTING TELEPHONE MANHOLE
EXISTING DRIVEWAY PAVEMENT TO BE REMOVED

DELUXE GUARD BOOTH STYLE

MANUFACTURED FOR :
HOLLISTER, INC
DRIVEWAY IMPROVEMENTS GUARD BOOTH

BY: B.I.G. ENTERPRISES
9702 E. RUSH ST
SOUTH EL MONTE CA 91733

	DRAWING TITLE	SHEET NUMBER
	COVER PAGE	1
	E1 ELEVATION	2
	E2 & E4 ELEVATIONS	3
	E3 ELEVATION	4
	FLOOR PLAN	5
	STUB UP AREA & ANCHOR PLAN	6
	ELECTRICAL PLAN	7
	GENERAL NOTES	8

SUBMITTAL DRAWINGS FOR APPROVAL

- [X] APPROVED AS IS — SIGNATURE — DATE 3/8/21
- [ ] APPROVED AS NOTED — SIGNATURE — DATE
- [ ] REVISE AND RESUBMIT — SIGNATURE — DATE

APPROVED DRAWINGS MUST BE RETURNED BEFORE PRODUCTION CAN BEGIN

GENERAL INFO

10' x 12' x 9'-4" TALL
SINGLE STORY
(120.00) SQ FT.
(1) UNIT

BASIC DESIGN CRITERIA

OCCUPANCY GROUP: B
CONSTRUCTION CLASSIFICATION: V-B
WIND LOAD: Vult = 123 MPH
Vasd = 95 MPH
Exposure C
FLOOR LOAD: 60 PSF
ROOF LIVE LOAD: 30 PSF
ROOF DEAD LOAD: 5 PSF
GROUND SNOW LOAD: 25 PSF

SEISMIC DESIGN DATA

MAPPED SPECTRAL RESPONSE: S_S=0.136 S_1=0.05
SPECTRAL RESPONSE COEFFICIENTS: S_{DS}=0.145, S_{D1}=0.08
SEISMIC DESIGN CATEGORY: B
BASIC SEISMIC FORCE RESISTING SYSTEM: C.4
DESIGN BASE SHEAR 0.04 X SEISMIC WEIGHT OF STRUCTURE
RESPONSE MODIFICATION FACTOR R=3.5
ANALYSIS PROCEDURE USED: ALLOWABLE STRESS DESIGN

Note: • Paint as noted in Attached Scan
• Paint samples sent (1 quart) as per request
• Fed Ex tracking # 771184399461

FOUNDATION

THE FOUNDATION WORK IS TO BE DESIGNED AND INSTALLED BY OTHERS IN ACCORDANCE WITH LOCAL CODES AND SOIL CONDITIONS.

Scott Pupino
Manager Corporate Facilities

Hollister

Hollister Incorporated
2000 Hollister Drive
Libertyville, IL 60048-3781
Direct: 847.918.3414
Mobile: 224.360.9294
scott.pupino@hollister.com
www.hollister.com

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SHEET 1 OF 8
JOB No:11010
BY: RG /JRM Rev B 8-MAR-21
DATE: 3/2/21
SCALE: AS NOTED

HOLLISTER, INC
DRIVEWAY IMPROVEMENTS GUARD BOOTH

B.I.G. ENTERPRISES, INC.
9702 E. RUSH STREET
SOUTH EL MONTE, CA 91733-1730
(626) 448-1449

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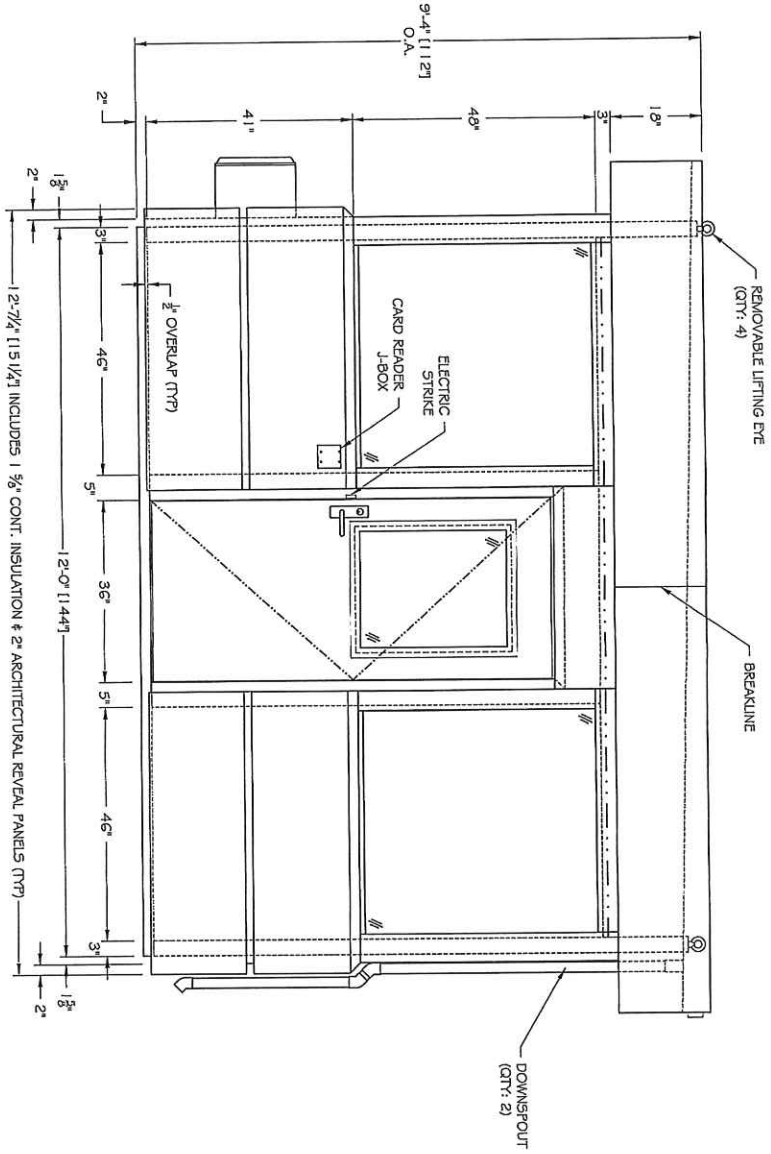

E1 ELEVATION
SCALE: 1/2" = 1'-0"

B.I.G. ENTERPRISES, INC. 9702 E. RUSH STREET SOUTH EL MONTE, CA 91733-1730 (626) 448-1449	HOLLISTER, INC DRIVEWAY IMPROVEMENTS GUARD BOOTH	JOB No:11010 BY: RG /JRM Rev B 8-MAR-21 DATE: 3/2/21 SCALE: AS NOTED	SHEET 2 OF 8

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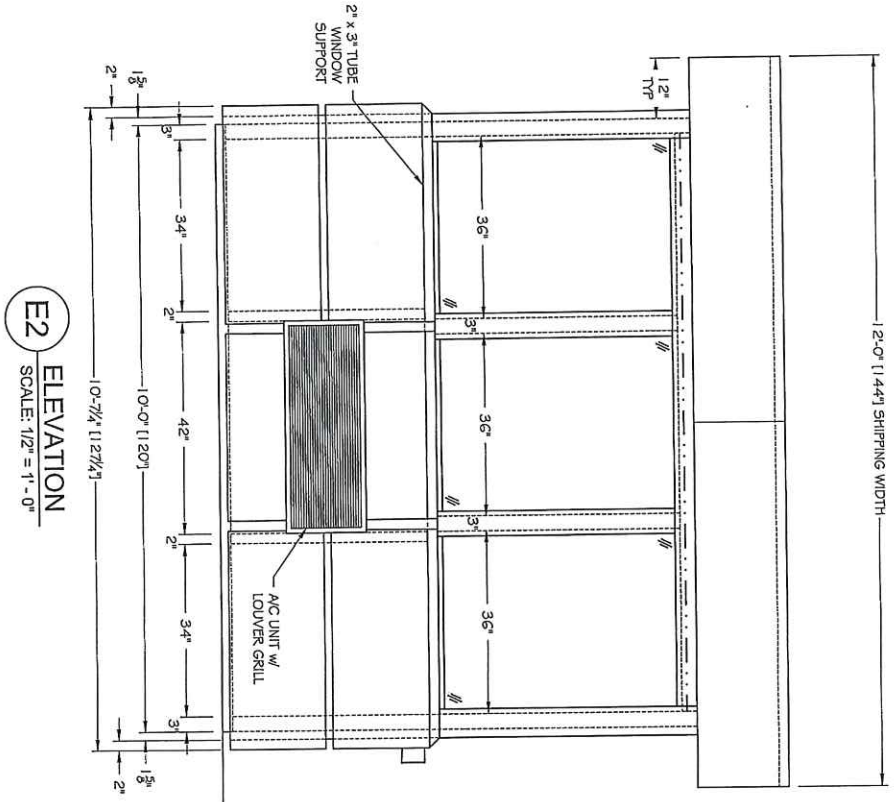
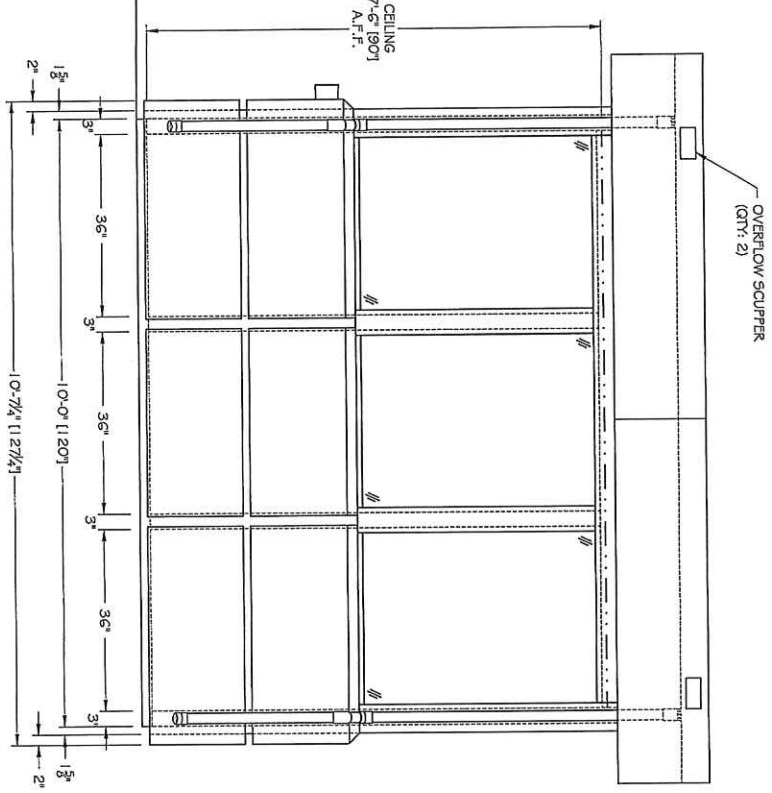


E2 ELEVATION
SCALE: 1/2" = 1'-0"



E4 ELEVATION
SCALE: 1/2" = 1'-0"

B.I.G. ENTERPRISES, INC. 9702 E. RUSH STREET SOUTH EL MONTE, CA 91733-1730 (626) 448-1449	HOLLISTER, INC DRIVEWAY IMPROVEMENTS GUARD BOOTH	JOB No:11010 BY: RG /JRM Rev B 8-MAR-21 DATE: 3/2/21 SCALE: AS NOTED	SHEET 3 OF 8

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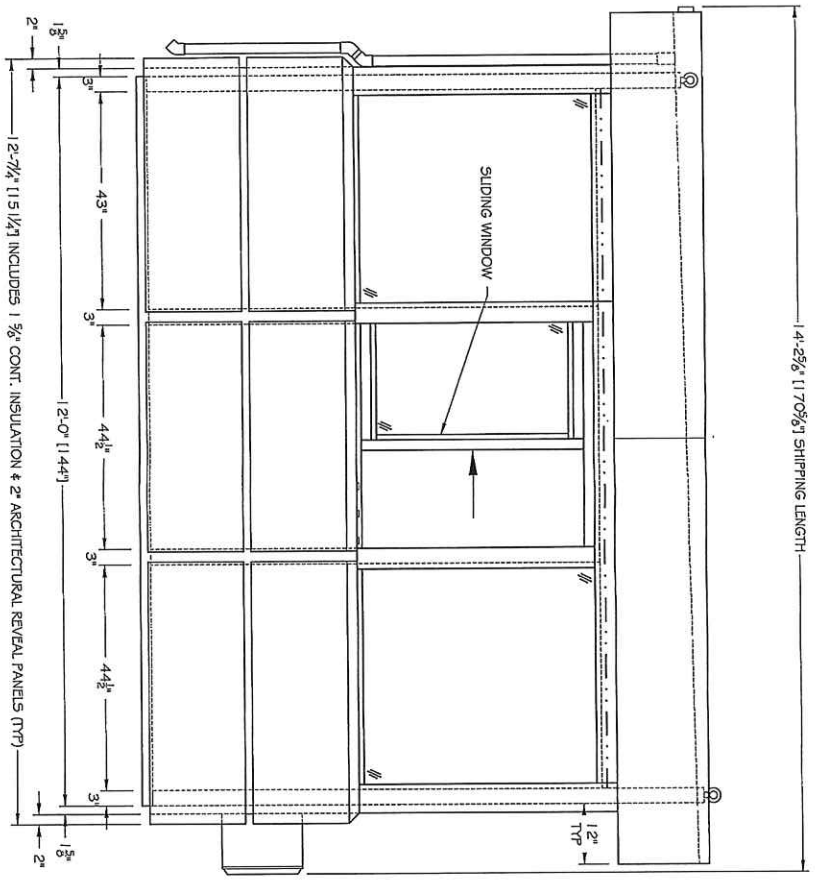


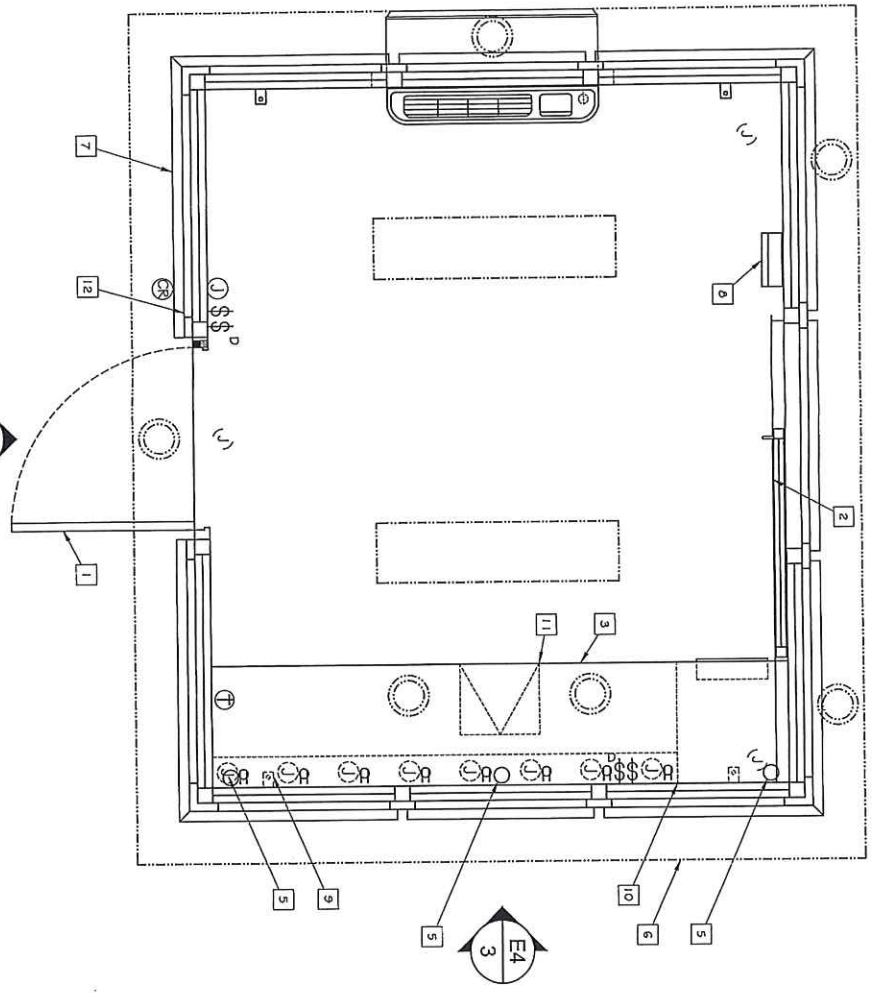
E3 ELEVATION
SCALE: 1/2" = 1' - 0"

B.I.G. ENTERPRISES, INC. 9702 E. RUSH STREET SOUTH EL MONTE, CA 91733-1730 (626) 448-1449	HOLLISTER, INC DRIVEWAY IMPROVEMENTS GUARD BOOTH	JOB No:11010 BY: RG /JRM Rev B 8-MAR-21 DATE: 3/2/21 SCALE: AS NOTED	SHEET 4 OF 8

LEGEND:

1. 36" x 80" SWING DOOR - NOTE D1
2. 36" x 80" SLIDING WINDOW - NOTE W2
3. 24" SHELF - NOTE A1
4. 5400 WIREMOLD
5. 3" CORD ACCESS HOLE
6. ROOF OVERHANG - NOTE R1
7. REVEAL PANELS - NOTE S3
8. HEATER - NOTE E9
9. ANCHOR CLIP (4 PLACES) - NOTE S6
10. ELECTRICAL CABINET
11. UTILITY DRAWER
12. CONT. INSULATION PANELS

ELECTRICAL PLAN ON SHEET 7



FLOOR PLAN
SCALE: 1/2" = 1'-0"

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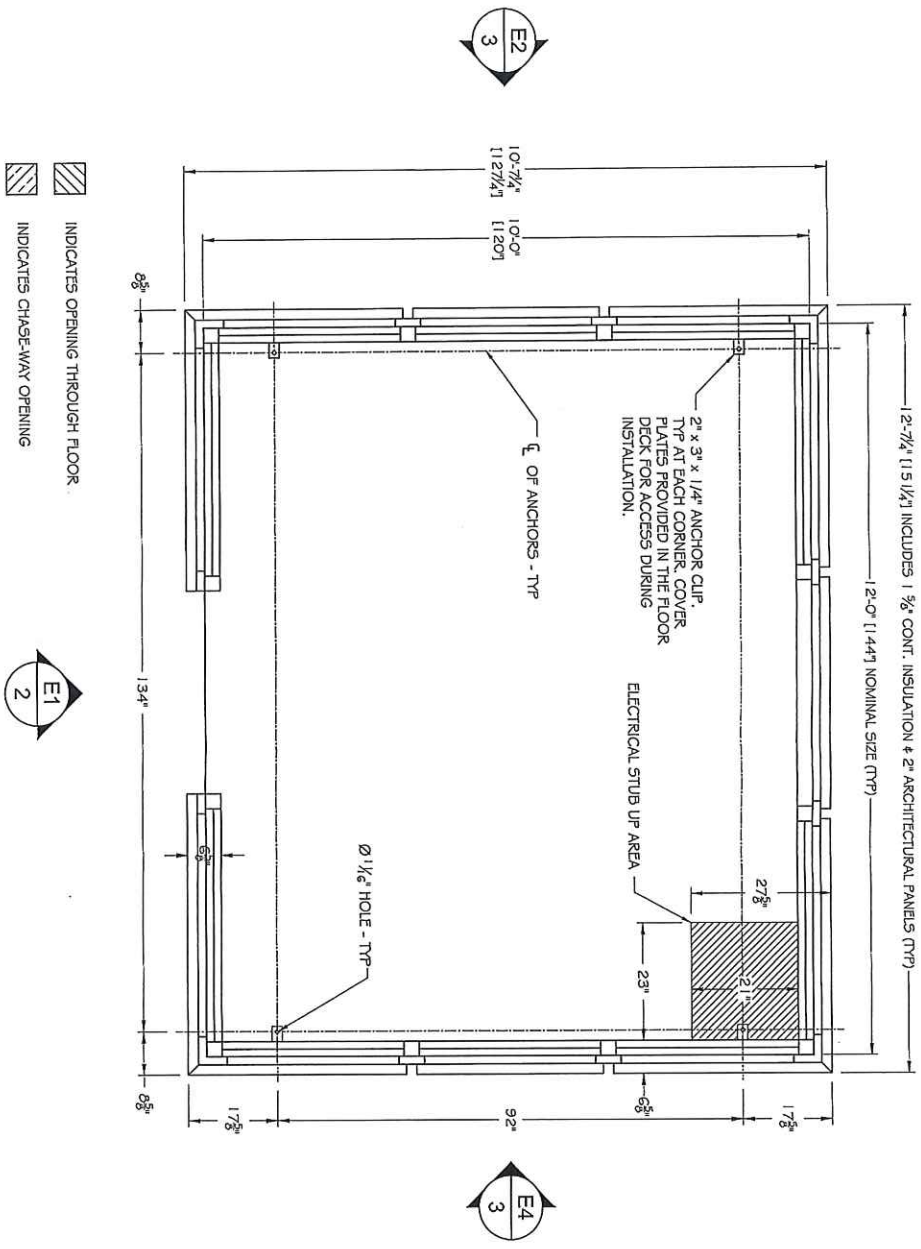


STUB UP AREA / ANCHOR PLAN

SCALE: 1/2" = 1' - 0"

B.I.G. ENTERPRISES, INC. 9702 E. RUSH STREET SOUTH EL MONTE, CA 91733-1730 (626) 448-1449	HOLLISTER, INC DRIVEWAY IMPROVEMENTS GUARD BOOTH	JOB No:11010 BY: RG /JRM Rev B 8-MAR-21 DATE: 3/2/21 SCALE: AS NOTED	SHEET 6 OF 8

ELECTRICAL NOTES:

E1. UNIT TO HAVE **ONE 3 WIRE SINGLE PHASE, 12 POLE, 125 AMP RATED, 120/240 VOLT** LOAD CENTER FLUSH MOUNTED IN AN ELECTRICAL CABINET ON THE LEFT WALL; THIS PANEL TO BE LABELED "PA". **LOAD CENTER TO HAVE LOCKABLE DOOR AND (4) KEYS**

E2. ALL ELECTRICAL EQUIPMENT TO BE U.L. LISTED AND ALL WIRING TO BE PER CURRENT PUBLISHED NEC STANDARDS. ALL CONDUCTORS TO BE COPPER, WITH A MINIMUM SIZE OF THHN #12 SOLID COPPER. EXPOSED WIRING TO BE IN SURFACE MOUNTED EMT CONDUIT. CONCEALED WIRING TO BE IN FLEXIBLE ALUMINUM CONDUIT. FINAL POWER CONNECTION AND GROUNDING TO BE DONE ON SITE BY OTHERS. ALL WORK TO BE DONE BY A QUALIFIED ELECTRICIAN IN ACCORDANCE WITH ALL APPLICABLE LOCAL CODES.
- A. ALL CIRCUITS TO BE GROUNDED.
- B. ALL STEEL EQUIPMENT AND EXPOSED STRUCTURAL STEEL TO BE BONDED TO ELECTRICAL SYSTEM.

E3. UNIT TO HAVE **DUAL CHANNEL ELECTRICAL/DATA RACEWAY** MOUNTED BELOW THE FRONT SHELF.
- A. THE LOW VOLTAGE PORTION OF THE RACEWAY IS TO HAVE (1) EMPTY Ø1" CONDUIT WITH PULL STRING RUN TO THE ELECTRICAL STUB AREA.
- B. RACEWAY TO HAVE (9) 125V DUPLEX RECEPTACLES & (9) DATA/COMM JUNCTION BOXES UNDER FRONT SHELF.
- C. RACEWAY TO BE **LEGRAND WIREMOLD 5400 SERIES** (OR EQUAL).

E4. UNIT TO HAVE CARD READER J-BOXES AND ELECTRIC DOOR STRIKE **(SEE DOOR NOTE D1)**

E5. UNIT TO (2) INTERIOR **DOUBLE GANG J-BOXES** RECESSED IN THE CEILING EACH WITH Ø ½" CONDUIT AND PULL STRING RUN TO STUB AREA.

E5. ALL EMPTY JUNCTION BOXES TO HAVE PULL STRINGS w/ LABELS AT EACH END, U.N.O.

E6. ITEMS OF A SIMILAR NATURE SHALL BE OF THE SAME TYPE AND MANUFACTURE, U.N.O.

E7. ALL HEIGHT CALLOUTS TO BE MEASURED TO TOP OF RECEPTACLE/JUNCTION BOXES, U.N.O.

E8. ALL DETAILS, SECTIONS, AND NOTES SHOWN ON THE DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL APPLY TO SIMILAR SITUATIONS ELSEWHERE, UNLESS NOTED OTHERWISE. NOTES AND DETAILS ON THE DRAWINGS TAKE PRECEDENCE OVER THE GENERAL NOTES AND TYPICAL DETAILS.

MECHANICAL NOTES:

M1. UNIT TO HAVE (1) THRU-WALL UNIT w/ A 14,900 BTU COOLING AND 16,300 BTU ELECTRIC HEATING; EQUIPMENT TO BE A **GENERAL ELECTRIC ZONELINE MODEL AZ45E15DAB.**
- A. A/C UNIT TO BE PLUG AND CORD CONNECTED, AND WILL HAVE A DEDICATED CIRCUIT.
- B. A/C UNIT TO HAVE AN **ARCHITECTURAL LOUVER GRILLE.**

Booth Width in Inches: 120
Booth Length in Inches: 144

A. Lighting Loads

Continuous Lighting Load
120.0 ft² x 3.5 VA / ft² x 125% = 525.00
Actual Interior Lighting Load
Total VA of all Interior light fixtures = 112.00
Exterior Lighting Load
16 VA x 4 Fixtures x 125% 80.00
Larger of Continuous or Actual load + Exterior Load = 605.00

B. Receptacle Loads

Non-continuous Duty
8 (No. of recepts) x 180 VA = 1440.00
Continuous Duty
0 (No. of recepts) x 180 VA x 125% 0.00

C. Heating, A/C & Motor Loads

Larger of heating or A/C Load
A/C unit 5129 VA x 125% = 6411.25
Motor Loads (Use VA rating on motor if provided)
Continuous Motor Loads
0 A x 0 V x 125% = 0.00
Non-Continuous Motor Loads
0 A x 0 V = 0.00

D. Largest Motor Load

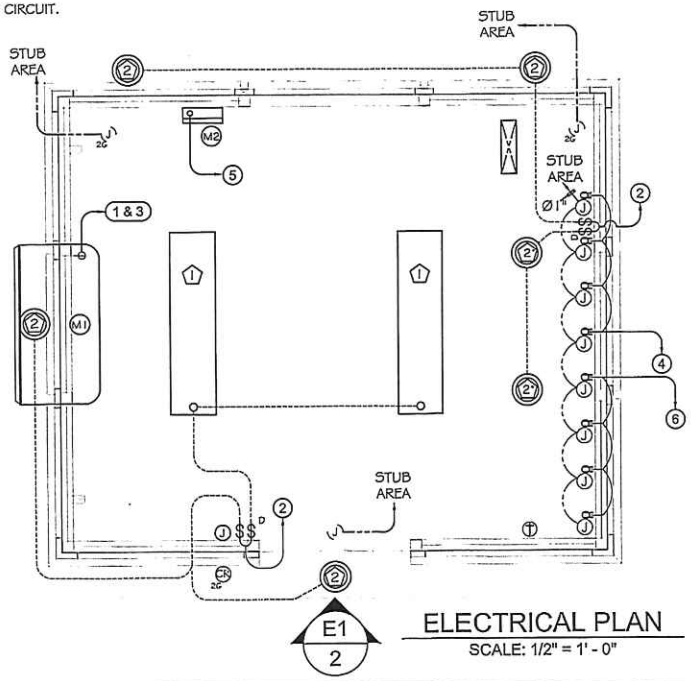
Largest motor load from C
0 VA x 25% = 0.00

E. Additional Loads

Nameplate Loads for additional continuous loads provided with building x 125%
Wall Heater 1500 VA x 125% = 1875.00
Nameplate Loads for additional non-continuous loads provided with building
0 VA = 0.00

F. Total Loads

Total VA 10331.25
Total Va 10331 / 240 V = 43.05 Total Amps



ELECTRICAL PLAN
SCALE: 1/2" = 1' - 0"

PANEL "PA" SCHEDULE

PANEL NAME: "PA"		VOLTS: 120/240				MAIN TYPE: MAIN LUG				
MOUNTING: FLUSH		PHASE: SINGLE				BUS RATING: 125A				
ENCLOSURE: NEMA 1		WIRES: THREE				MCB RATING: N/A				
CKT	CIRCUIT DESCRIPTION	C.B. AMPS	C.B. POLES	A WATTS		B WATTS		C.B. POLES	C.B. AMPS	CIRCUIT DESCRIPTION	CKT
1	HVAC UNIT	30A	2	2415	176			1	20A	LIGHTS	2
3	HVAC UNIT					2415	720	1	20A	(4) RECEPTACLES - 5400 WIREMOLD	4
5	WALL HEATER	20A	1	1500	720			1	20A	(4) RECEPTACLES - 5400 WIREMOLD	6
7											8
9											10
11											12

LIGHTING SCHEDULE

ITEM	DESCRIPTION	MANUFACTURER	MODEL NO.	TYPE	QTY	NOTES
1	1' x 4' LED FIXTURE	MAXLITE	MLFP14EP40	40W LED	2	
2	Ø6" LED CAN LIGHT	HALO	HLB6099FS1EMWR	16W LED	6	* WITH RED LIGHT DIFFUSER

MECHANICAL EQUIPMENT SCHEDULE

ITEM	DESCRIPTION	MANUFACTURER	MODEL NO.	BTU/h COOL	BTU/h HEAT	EER RATING	NOTES
M1	THRU-WALL UNIT	GE - ZONELINE	AZ45E15DAB	14,900	16,300	10.5	-
M2	WALL HEATER	BERKO	SED1512		5,100		THERMOSTAT

ELECTRICAL PLAN LEGEND

- 125V DUPLEX RECEPTACLE
- DEDICATED HVAC RECEPTACLE
- DATA/COMM. JUNCTION BOX
- DIMMER SWITCH
- LOAD CENTER w/ PANEL NAME
- CEILING DOUBLE GANG J-BOX FOR CAMERAS BY OTHERS
- ATTIC SINGLE GANG J-BOX FOR CARD READER & ELECTRIC STRIKE
- CARD READER DOUBLE GANG J-BOX
- NUMBER DENOTES BOX HEIGHT. ALL TO BE 18" A.F.F. UNLESS OTHERWISE NOTED
- CIRCUIT NUMBER, LABEL DENOTES PANEL
- CONDUIT HOMERUN TO PANEL
- POWER CONDUIT
- SWITCH LEG
- DATA CONDUITS, ALL TO BE MIN. Ø¾" UNLESS NOTED OTHERWISE (AS SHOWN)
- THERMOSTAT

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SHEET 7 OF 8

JOB No:11010
BY: RG/JRM Rev B 8-MAR-21
DATE: 3/2/21
SCALE: AS NOTED

HOLLISTER, INC
DRIVEWAY IMPROVEMENTS GUARD BOOTH

B.I.G. ENTERPRISES, INC.
9702 E. RUSH STREET
SOUTH EL MONTE, CA 91733-1730
(626) 448-1449

GENERAL NOTES:

STRUCTURAL:

S1. Frame work to be 2" x 3" x .083", 3" x 3" x .083" steel tube.
S2. Unit to have half glazed 16 ga galvanized steel walls and interior liners.
S3. Walls to have a **R-13** insulation value with a layer of continuous **R-7.5** insulation encapsulated in an exterior 16 ga galvanized steel wall. Overall insulation value is R-20.5
   A. The exterior walls from the window sill down are to have 16ga galvanized **architectural panels** on the exterior providing 2" deep x 2" wide vertical and horizontal reveals with a sloping top sill.
S4. Unit to have a 12 ga A653 galvanized steel floor covered with 1/4" thick x 20" square, black commercial polyvinyl chloride interlocking tiles with a 4" high black perimeter cove molding. Floor to be mounted on a **2" tall** galvanized steel tube frame.
   A. Floor to have **R-10** insulation value.
S5. Unit to have four interior steel anchor clips. Six 5/8" Hilti KB-TZ bolts (LARR25701, ICC-ESR-1917) with 3 1/8" minimum embedment in 2500 psi concrete (or equal) are required for placement of booth (Anchor bolts are not included). Concrete to be level. If sloped, slope towards drain opening(s) on booth. Concrete and booth installation shall be by others. For a 3-1/8" embedment the foundation/slab design must be a minimum of 5" thick and be sized to allow for a minimum distance of 6-1/2" from the edge of the slab to the center line of the anchors for maximum strength.

ROOF:

R1. Unit to have a **18" tall fascia, with a 12" overhang.** The roof deck is to be a 16ga galvanized steel roof sloped to drain through two 1-1/2" dia. PVC downspouts and overflow scuppers.
R2. Roof to have **R-38** insulation value.
R3. Unit to have four removable lifting eyes (3/4" dia. shank, eye is 1-1/2" I.D.) mounted on the roof. Lifting eyes are designed for a STRAIGHT VERTICAL LIFT ONLY. Spreader bars must be used when lifting booth to ensure this vertical lift. All warranties will be void if not lifted in this manner.

DOORS:

D1. Unit to have one 36" x 80" 18 ga custom commercial, insulated, glazed steel swing door. Hardware to include a a stainless steel Corbin Russwin ADA compliant mortise lock set with keyed operation outside, a hydraulic closer, stainless steel NRP hinges, and weather stripping.
D2. Swing door to have an electronically operated strike. The electronic strike is be fail secure, un-locked only when lock is energized, or by exterior key cylinder. Strike wiring to terminate in a double gang junction box mounted in the attic above the door. Door to have factory preparation for a card reader that will be supplied and installed on site by others. Preparation to consist of a double gang junction box surface mounted on the exterior with a 1/2" empty conduit run through the wall to an interior surface mounted double gang junction box and then up to the double gang junction box in the attic. Attic junction box to have an empty 1/2" conduit, with pull string, run to the low voltage side of the electrical cabinet.

WINDOWS:

W1. Unit to have **1" solar cool gray tinted dual pane** insulated tempered, safety glass with Low-E coating. **All windows to be 48" tall.**
W2. Unit to have a commercial steel framed horizontal slide window on the right wall. Slide window to be top hung in a steel track with stainless steel lower track and sill, commercial locking hardware, and complete weather stripping.

ACCESSORIES:

A1. Unit to have one 24" deep front shelf with three 3" cord access holes with grommets for drop down cords. Shelf to be 304 stainless steel with a #4 finish and to be mounted at **34" above finished floor.**
   A. Shelf to be rated for a 250 lb. load.
A2. Shelf to include one 14" deep x 16" wide x 4 1/8" tall steel utility drawer mounted below. Drawer to be painted the same color as the booth interior.

WEATHERPROOFING & FINISH:

F1. All exposed steel surfaces except roof deck to be coated with a two component high solids polyurethane rust inhibitive primer, and a two component high solids polyurethane finish coat.
F2. **Unit to be painted with a 2 or 3 color scheme . Color to be selected prior to the start of manufacturing**
F3. The ceiling is to be an **acoustic tile ceiling.** The "T" grid will be painted the same color as the booth interior and the tiles will be white. Unit to have a **ceiling height of 90" A.F.F.**
F4. Roof to be fully weather sealed with a three step elastomeric membrane as follows:
A. All seams are sealed with a high bond seam sealing tape.
B. The entire roof deck is then coated with a liquid applied one-part polyurethane coating forming a tough waterproof, weather-resistant elastomeric coating.
C. The entire deck surface finished with a white heat reflective polyurethane coating. The coating meets Energy Star reflectance and emissivity performance requirements, has an SRI of 95, and is approved by the Cool Roof Rating Council (CRRC).

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SHEET 8 OF 8

JOB No:11010
BY: RG/JRM Rev B 8-MAR-21
DATE: 3/2/21
SCALE: AS NOTED

HOLLISTER, INC

DRIVEWAY IMPROVEMENTS GUARD BOOTH

B.I.G. ENTERPRISES, INC.
9702 E. RUSH STREET
SOUTH EL MONTE, CA 91733-1730
(626) 448-1449

PS4-11-10D2

Square steel poles drilled for 2 Area Lights at 180°. Designed for ground mounting. Poles are stocked nationwide for quick shipment. Protective packaging ensures poles arrive at the job site good as new.

Color: Bronze

Weight: 72.8 lbs

Project:	Type:
Prepared By:	**Date:**

RECEIVED
Village of Libertyville
MAR 0 5 2021
COMMUNITY DEVELOPMENT
PLANNING DIVISION

Technical Specifications

Compliance

CSA Listed:

Suitable for wet locations

Construction

Shaft:

46,000 p.s.i. minimum yield.

Hand Holes:

Reinforced with grounding lug and removable cover

Base Plates:

Slotted base plates 36,000 p.s.i.

Shipping Protection:

All poles are shipped in individual corrugated cartons to prevent finish damage

Color:

Bronze powder coating

Height:

10 FT

Weight:

73 lbs

Gauge:

11

Wall Thickness:

1/8"

Shaft Size:

4"

Hand Hole Dimensions:

3" x 5"

Bolt Circle:

8 1/2"

Base Dimension:

8"

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PS4-11-10D2

Technical Specifications (continued)

Construction

Anchor Bolt:

Galvanized anchor bolts and galvanized hardware and anchor bolt template. All bolts have a 3" hook.

Anchor Bolt Templates:

WARNING Template must be printed on 11" x 17" sheet for actual size. CHECK SCALE BEFORE USING. Templates shipped with anchor bolts and available online.

Pre-Shipped Anchor Bolts:

Bolts can be pre-shipped upon request for additional freight charge

Max EPA's/Max Weights:

70MPH 28.8 ft./800 lb.
80MPH 21.6 ft./510lb.
90MPH 16.5 ft./510 lb.
100MPH 12.9 ft./510 lb.
110MPH 10.3 ft./500 lb.
120MPH 8.3 ft./495lb.
130MPH 6.7 ft./495 lb.
140MPH 5.5 ft./485 lb.
150MPH 4.5 ft./480 lb

Other

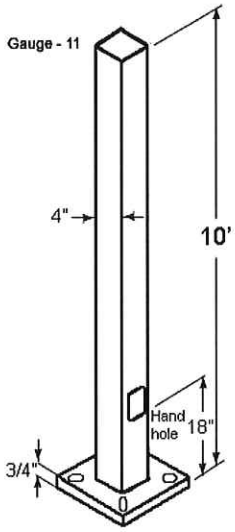
Terms of Sale:

Pole Terms of Sale is available online.

Buy American Act Compliance:

RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

Dimensions



Features

- Designed for ground mounting
- Heavy duty TGIC polyester coating
- Reinforced hand holes with grounding lug and removable cover for easy wiring access
- Pole caps, base covers & bolts are sold separately
- Custom manufactured for each application

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Village of Libertyville
MAR 05 2021
COMMUNITY DEVELOPMENT
PLANNING DIVISION

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Catalog # : _____ Project : _____

Prepared By : _____ Date : _____

Item #J.

Enterprise (ENM4)

LED Decorative Post Top & Area Light

OVERVIEW	
Lumen Range	4,000 - 30,000
Wattage Range	39 - 228
Efficacy Range (LPW)	100 - 157
Weight lbs (kg)	64 (29)

QUICK LINKS

Ordering Guide | Performance | Photometrics | Dimensions

FEATURES & SPECIFICATIONS

Construction

- Rugged die-cast aluminum housing.
- Cast aluminum wiring access door located in lower hub/fitter.
- Rigid die-cast aluminum arms for consistency and strength.
- Precision die cast aluminum heatsink and optical frame.
- Removable spun aluminum cap/driver enclosure is retained by captive stainless steel fasteners and safety cables. Housing and top cap interface is sealed with a one-piece extruded silicone gasket. Tool-less entry option is available.
- All exposed fasteners are black oxide coated stainless steel. Internal fasteners are stainless steel or zinc electroplated steel.
- IP65 rated luminaire protects integral components from harsh environments.
- 1.5G rated for ANSI C136.31 high vibration applications
- 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.

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 and FT.
- Silicone optical material does not yellow or crack with age and provides a minimum light transmittance of 93%.
- Optical distributions are field rotatable (in 90° increments).
- Available in 5000K, 4000K, and 3000K (+/- 275K) color temperatures.
- Minimum CRI of 70. Consult Factory for Higher CRI requirements.
- Integral Louver (IL) option available for improved back-light control without sacrificing street side performance.

Electrical

- High-performance driver features over-voltage, under-voltage, short-circuit and over temperature protection.
- 0-10V dimming (10% - 100%) standard.
- Standard Universal Voltage (120-277 Vac) Input 50/60 Hz or optional High Voltage (347-480 Vac).
- L70 Calculated Life: >100k Hours (See Lumen Maintenance on Page 2)
- 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.
- Field replaceable 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
- Terminal block provided accepts up to 10ga wire, however the luminaire is supplied with a 32' 3 conductor wire harness.
- 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

- 7-pin ANSI C136.41-2013 photocontrol receptacle option available for twist lock photocontrols or wireless control modules.
- Optional integral passive infrared Bluetooth™ motion and photocell sensor. Fixtures operate independently and can be commissioned via iOS or Android configuration app (See page 5 for more detail).

Installation

- Post top version mounts to 4" O.D. pole or tenon and secures to pole with 6 stainless steel set screws (32' wire leads provided for ease of wiring).
- Side arm version Utilizes LSI's B3 drill pattern

Warranty

- LSI LED Fixtures carry a 5-year warranty.

Listings

- Listed to UL 1598 and UL 8750.
- State of California Title 24.
- 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.
- Meets Buy American Act requirements.
- Suitable For wet Locations.
- IP65 rated Luminaire. IP66 rated optical chamber.
- 1.5G rated for ANSI C136.31 high vibration applications

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Enterprise ENM4 LED Decorative Post Top & Area Light

Back to Quick Links

ORDERING GUIDE

TYPICAL ORDER EXAMPLE: **ENM4 PT 3 LED 18L 50 UNV BLK IMSBT1**

Family	Mounting	Distribution	Light Source	Lumen Package	Color Temperature	Voltage	Finish	Option Controls	Options
ENM4 - Enterprise	**PT** - Post Top **SA4** - Side Arm Mount for 4" Poles **SA5** - Side Arm Mount for 5" Poles	**2** - Type II **3** - Type III **5W** - Type 5 Wide **FT** - Forward Throw (Type IV)	**LED**	**5L** - 5,000 Lumens **10L** - 10,000 Lumens **18L** - 18,000 Lumens **25L** - 25,000 Lumens	**30** - 3000K **40** - 4000K **50** - 5000K	**UNV** - Universal Voltage (120-277V) **HV** - High Voltage (347-480V)	**BRZ** - Bronze **BLK** - Black **GPT** - Graphite **MSV** - Metallic Silver **WHT** - White **PLP** - Platinum Plus **SVG** - Satin Verde Green	**Stand-Alone Control** (Blank) - None **IMSBT1** - Integral Bluetooth™ Motion and Photocell Sensor max 8-24' mounting height[7] **IMSBT2** - Integral Bluetooth™ Motion and Photocell Sensor max 25-40' mounting height[7]	**CR7P** - 7-Pin Twist Lock Control Receptacle ANSI C136.41[1] **IL** - Integral Louver Shield

Accessory Ordering Information

Description	Order Number
BK MPT BO4 - Bolt on Bracket (for PT 180) For 4" O.D. Round Poles	490025CLR[5]
BK MPT BO5 - Bolt on Bracket (for PT 180) For 5" O.D. Round Poles	490035CLR[5]
IL - Integral Louver Shield (Black only)	654939
PC120 Photocell for use with CR7P option (120V)	159514 [2,4]
PC208-277 Photocell for use with CR7P option (208V, 240V, 277V)	122515 [2,4]
PC347 Photocell for use with CR7P option (347V)	122516 [2,4]
PC480 Photocell for use with CR7P option (480V)	1225180 [2,4]
WM - Post top wall mount bracket (bronze) C/F for additional finish options	356044

Description	Order Number
FK120 Single Fusing (120V)	FK120 [3]
FK277 Single Fusing (277V)	FK277 [3]
DFK208,240 Double Fusing (208V, 240V)	DFK208, 240 [3]
DFK480 Double Fusing (480V)	DFK480 [3]
FK347 Single Fusing (347V)	FK347 [3]
ALSC UNV TL5 - AirLink 5 Pin Twist Lock Controller	661409
ALSC UNV TL7 - AirLink 7 Pin Twist Lock Controller	661410
SA WM - Side arm wall mount bracket (bronze) C/F for additional finish options	356106
Shorting Cap for use with CR7P option	149328

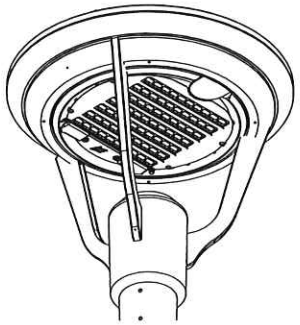
FOOTNOTES:
1. Control device or shorting cap must be ordered separately. See Accessory Ordering Information.
2. Factory installed CR7P option required. See Options.
3. Fusing must be located in hand hole of pole.
4. These photocells provide Dusk/Dawn, on-off control only. Consult factory for alternatephotocells providing additional functionality.
5. Order poles with 3" reduced drilling pattern. For PT mounting configurations other than D180, consult factory. Order one bracket per fixture
6. Consists of a daylight & motion dual sensor. Field configurable via the LSI app that can be downloaded from your smartphone's native app store. Not available CR7P.
7. Not available in HV

Accessories/Options

Integral Louver (IL)

Optional Integral Louver available for improved back-light control without sacrificing street side performance.

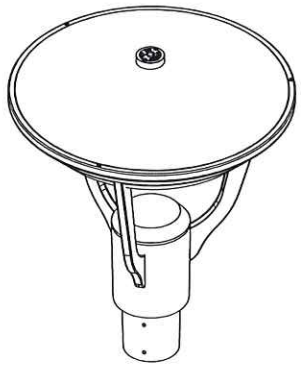
Fixture Shown with Integral Louver (IL)



7 Pin Photoelectric Control

7-pin ANSI C136.41-2013 photocontrol 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).

Fixture Shown with CR7P



LSI Industries Inc. 10000 Alliance Rd. Cincinnati, OH 45242 • www.lsi-industries.com
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Enterprise ENM4 LED Decorative Post Top & Area Light

PERFORMANCE

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POST TOP - DELIVERED LUMENS*

Lumen Package	Distribution	3000K CCT			4000K CCT			5000K CCT			Wattage
		Delivered Lumens	Efficacy	BUG Rating	Delivered Lumens	Efficacy	BUG Rating	Delivered Lumens	Efficacy	BUG Rating	
5L	2	4563	117	B2-U1-G1	5042	129	B2-U1-G1	5279	135	B2-U1-G1	39
	3	4691	120	B1-U1-G2	5184	132	B1-U1-G2	5427	139	B1-U1-G2	
	FT	4574	117	B1-U1-G2	5055	129	B1-U1-G2	5292	136	B1-U1-G2	
	5W	4595	118	B3-U1-G1	5078	130	B3-U1-G1	5316	136	B3-U1-G1	
10L	2	9089	117	B2-U2-G2	10044	130	B2-U2-G2	10515	135	B2-U2-G2	78
	3	9367	120	B2-U2-G2	10351	134	B2-U2-G2	10837	139	B2-U2-G2	
	FT	9110	117	B2-U2-G2	10067	130	B2-U2-G2	10540	135	B2-U2-G2	
	5W	9140	120	B3-U2-G2	10009	129	B3-U2-G2	10479	134	B3-U2-G2	
18L	2	16633	113	B3-U2-G3	18129	122	B3-U2-G3	18980	128	B3-U2-G3	149
	3	17098	115	B3-U2-G3	18788	126	B3-U2-G3	19670	132	B3-U2-G3	
	FT	16710	112	B3-U2-G3	18361	123	B3-U2-G3	19223	129	B3-U2-G3	
	5W	16760	112	B4-U2-G2	18416	124	B4-U2-G2	19280	129	B4-U2-G2	
25L	2	22912	102	B4-U2-G3	24993	109	B4-U2-G3	26166	115	B4-U2-G3	228
	3	23614	104	B3-U2-G3	25973	114	B3-U2-G3	27192	119	B3-U2-G3	
	FT	22805	100	B3-U2-G4	25083	110	B3-U2-G4	26260	115	B3-U2-G4	
	5W	23629	104	B5-U2-G3	25990	114	B5-U2-G3	27210	119	B5-U2-G3	

SIDE ARM - DELIVERED LUMENS*

Lumen Package	Distribution	3000K CCT			4000K CCT			5000K CCT			Wattage
		Delivered Lumens	Efficacy	BUG Rating	Delivered Lumens	Efficacy	BUG Rating	Delivered Lumens	Efficacy	BUG Rating	
5L	2	5269	135	B2-U0-G1	5764	147	B2-U0-G1	6052	155	B2-U0-G1	39
	3	5330	137	B1-U0-G2	5830	w148	B1-U0-G2	6122	157	B1-U0-G2	
	FT	5140	132	B1-U0-G2	5623	143	B1-U0-G2	5904	151	B1-U0-G2	
	5W	5159	132	B3-U0-G1	5643	144	B3-U0-G1	5925	152	B3-U0-G1	
10L	2	10217	131	B2-U0-G2	11176	144	B2-U0-G2	11735	150	B2-U0-G2	78
	3	10640	136	B2-U0-G2	11639	150	B2-U0-G2	12221	157	B2-U0-G2	
	FT	10376	133	B2-U0-G2	11350	146	B2-U0-G2	11918	153	B2-U0-G2	
	5W	10299	133	B4-U0-G2	11183	144	B4-U0-G2	11742	151	B4-U0-G2	
18L	2	18540	124	B3-U0-G3	20281	136	B3-U0-G3	21295	143	B3-U0-G3	149
	3	18805	126	B3-U0-G3	20571	138	B3-U0-G3	21600	145	B3-U0-G3	
	FT	18590	125	B3-U0-G3	20336	136	B3-U0-G3	21353	143	B3-U0-G3	
	5W	18729	126	B4-U0-G2	20488	137	B4-U0-G2	21512	144	B4-U0-G2	
25L	2	25692	114	B4-U0-G3	28564	125	B4-U0-G3	29992	132	B4-U0-G3	228
	3	25722	113	B3-U0-G4	28959	127	B3-U0-G4	30407	133	B3-U0-G4	
	FT	25590	112	B3-U0-G4	28811	126	B3-U0-G4	30252	133	B3-U0-G4	
	5W	25777	113	B5-U0-G3	29021	127	B5-U0-G3	30472	134	B5-U0-G3	

*LEDs are frequently updated therefore values are nominal.

POST TOP AND SIDE ARM - ELECTRICAL DATA (Amps)*

Lumen Package	Wattage	120V	208V	240V	277V	347V	480V
5L	39	0.33	0.19	0.16	0.14	0.11	0.08
10L	78	0.65	0.38	0.33	0.28	0.22	0.16
18L	149	1.24	0.72	0.62	0.54	0.43	0.31
25L	228	1.90	1.10	0.95	0.82	0.66	0.48

*Electrical data at 25C (77F). Actual wattage may differ by +/-10%.

POST TOP AND SIDE ARM - RECOMMENDED LUMEN MAINTENANCE[1]

Ambient Temp C	Initial [2]	25k hr [2]	50k hr [2]	75k hr [3]	100k hr [3]
0 C	99%	97%	96%	95%	94%
10 C	99%	97%	96%	95%	93%
20 C	99%	97%	95%	94%	92%
25 C	98%	97%	95%	93%	92%
30 C	98%	97%	95%	93%	92%
40 C	98%	97%	95%	93%	91%

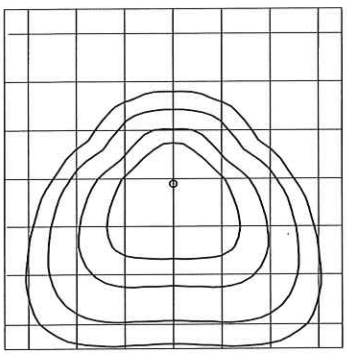
1. Lumen maintenance values at 40C are calculated per TM-21 based on LM-80 data and in-situ testing.
2. In accordance with IESNA TM-21-11, Projected Values represent interpolated value based on time durations that are within six times the IESNA LM-80-08 total test duration for the device under testing.
3. In accordance with IESNA TM-21-11, Calculated Values represent time durations that exceed six times the IESNA LM-80-08 total test duration for the device under testing.

PHOTOMETRICS

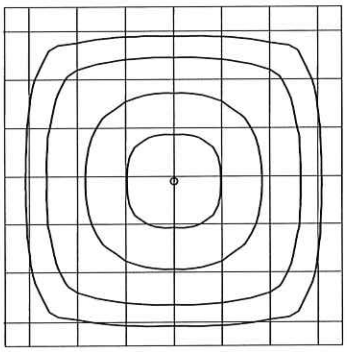
Back to Quick Links

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%.

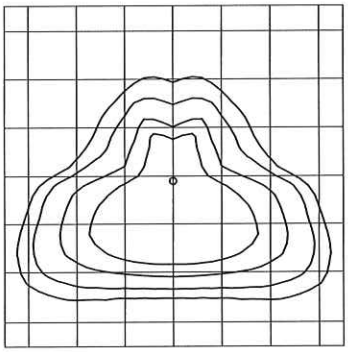
See http://www.lsi-industries.com/products/led-lighting-solutions.aspx for detailed photometric data.



FT



5W



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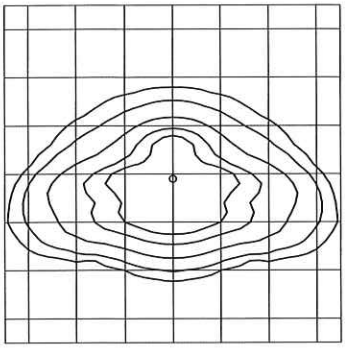

Type 2

PRODUCT DIMENSIONS

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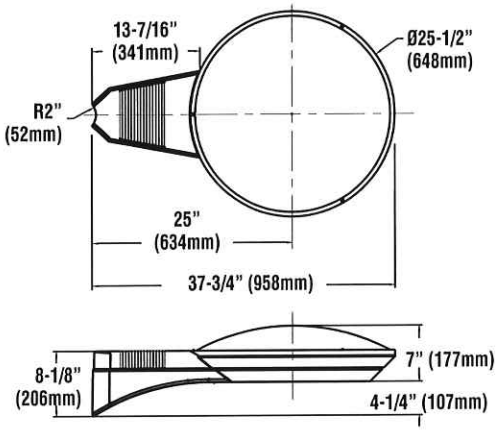
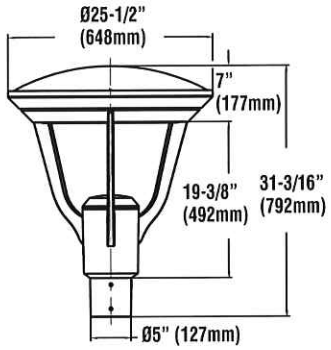
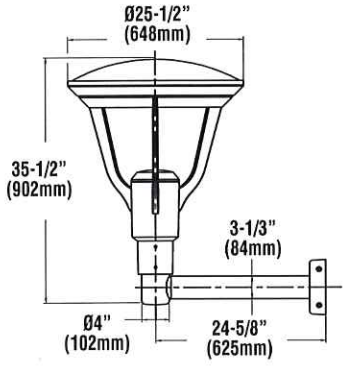


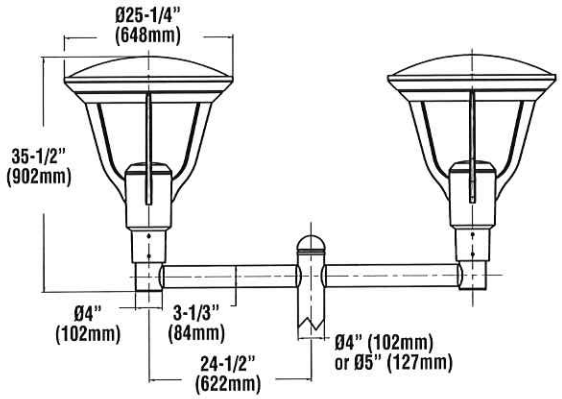
Side Arm Pole Mount
(select 3" reduced drilling pattern)



Post Top
Slipfits 4" Dia. Tenon (4N) or Pole



Post Top with WM Accessory



Post Top with BK MPT BO (x2)
Mounts to 4" or 5" Dia. D180 Bolt-on Pole
(select 3" reduced drilling pattern)

LUMINAIRE EPA CHART - Crossover Enterprise

	MOUNTING STYLE	
PT Single	PT	1.0
PT D180° with BK MPT BO (2)	PT	2.0
Single	SA	1.0
D180°	SA	2.1
D90°	SA	1.8
T90°	SA	2.7
T120°	SA	2.8
Q90°	SA	3.5

SHIPPING WEIGHTS - Crossover Enterprise

Catalog Number	Est. Weight (kg/lbs.)
ENM4 (PT or SA)	29/64

CONTROLS

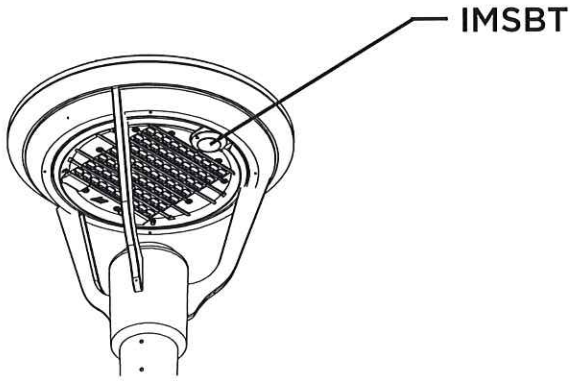
Integral Bluetooth™ Motion and Photocell Sensor (IMSBT)

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.lsi-industries.com/documents/datasheets/imsbt-specsheet.pdf

Fixture Shown with IMSBT



StrongArmPark™ DC

Proven reliability with support for revenue control

Protect revenue streams with uninterrupted traffic control for high-capacity parking lots, gated communities and low clearance garages.

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PLANNING DIVISION

Features:

Simple:
Quick and easy installation and low maintenance

Vehicle counts:
Track parking inventory with counts of tenant, transient, and other cycles using HyNet™ Gateway

Reliable:
Standard UPS battery backup feature allows continuous duty after AC power loss up to 1000 cycles*

Programmable:
Easy to configure numerous functions, including parking specific options

Visible:
Lighted arm and resilient bumper protects vehicles and pedestrians

Intelligent:
In case of vehicle strike, arm breaks away and arm motion stops, protecting pedestrians, facility and operator/arm

Customized:
Custom color option

Applications:
Solar option available

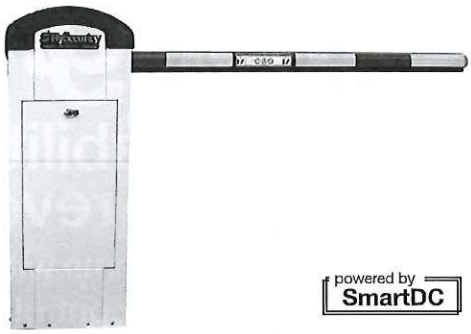
Made in USA:
Designed, tested and built with global materials

Nice

HySecurity

StrongArmPark DC

Parking and Traffic Control



powered by SmartDC

Technical Specifications

Model	StrongArmPark DC 10	StrongArmPark DC 14
Solar Model	StrongArmPark DCS 10	StrongArmPark DCS 14
Arm Length Max.	up to 10 ft (3 m)	10, 12, 14 ft (3, 3.7, 4.3 m)
Field adjustable Open/Close Time	3 speeds: 1.5/2/2.5 seconds	3 speeds: 2.5/3/3.5 seconds
Full Open Angle	Arm full open angle: Adjustable 90° ± 10°	
Handing	Left handing standard. Easy to convert to right handing in field	Left handing standard. Easy to convert to right handing in field
Arm Design	Aluminum arm with bumper, lights, HyProtect™ breakaway arm bracket & kill switch	
	Articulating aluminum arm with bumper, HyProtect™ breakaway arm bracket & kill switch. (Lights optional); 7 ft clear/8 ft extended (2.1 m/2.4m) 8 ft clear/10 ft extended (2.4 m/3 m) 9 ft clear/10 ft extended (2.7 m/3 m)	
	Attachment plates available for 1"x 4" (2.5 x 10 cm) wood and 2.5" (6 cm) square PVC	
Duty Cycle	Continuous	
Drive	Electromechanical	
UPS Battery Backup Cycles*	Two 12V, 8Ah batteries. Operates for thousand plus cycles after AC power loss.* Field configurable to fail open or secure when batteries deplete.	
Operating Voltage	24VDC	
Input Voltage	115VAC, 3A, 60/50Hz or 208-230VAC, 1.5A, 60/50Hz Solar: 24VDC solar panels	
Accessory Power	12VDC and 24VDC 1A each	
Temperature Rating	-13° to 158° F (-25° to 70° C)	
Communication	USB, RS-232, RS-485, Ethernet/fiber using optional HyNet™ Gateway accessory	
User Controls	Smart DC Controller with 70+ configurable settings. 32 character LCD display and 5 tact buttons or a PC using S.T.A.R.T. software.	
Relays	One configurable user relay: 250VAC, 10A electromechanical. Optional Hy8Relay™ for 8 additional relay outputs.	
Finish	Zinc plated with powder coating	
ETL Listed (UL 325)	Usage Class I, II, III, IV	
Cycle Tested	2 million cycles	
Warranty	2 years w/product registration	

* The actual number of arm cycles available from battery depends on arm length/weight, battery size, state of charge and health, ambient temperature, accessory power draw and frequency of arm cycles during power outage.

Optional Accessories - See website for complete list

Square PVC Arm Attachment Plate

Wood Arm Attachment Plate

Hy5B™ Vehicle Detector

Hy8Relay™ Module

HyNet™ Gateway Integration

Remote Power Supply Kit

Nice

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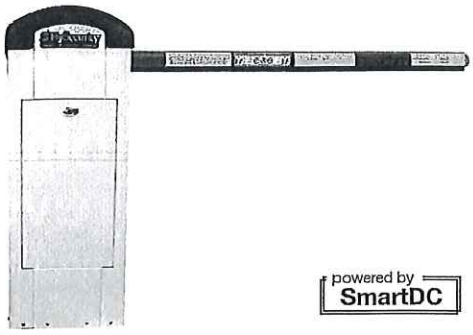
hysecurity.com | sales@hysecurity.com

Intertek

StrongArmPark DC

Parking and Traffic Control



powered by SmartDC

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Drive	Electromechanical	
UPS Battery Backup Cycles*	Two 12V, 8Ah batteries. Operates for thousand plus cycles after AC power loss.* Field configurable to fail open or secure when batteries deplete.	
Operating Voltage	24VDC	
Input Voltage	115VAC, 3A, 60/50Hz or 208-230VAC, 1.5A, 60/50Hz Solar: 24VDC solar panels	
Accessory Power	12VDC and 24VDC 1A each	
Temperature Rating	-13° to 158° F (-25° to 70° C)	
Communication	USB, RS-232, RS-485, Ethernet/fiber using optional HyNet™ Gateway accessory	
User Controls	Smart DC Controller with 70+ configurable settings. 32 character LCD display and 5 tact buttons or a PC using S.T.A.R.T. software.	
Relays	One configurable user relay: 250VAC, 10A electromechanical. Optional Hy8Relay™ for 8 additional relay outputs.	
Finish	Zinc plated with powder coating	
ETL Listed (UL 325)	Usage Class I, II, III, IV	
Cycle Tested	2 million cycles	
Warranty	2 years w/product registration	

* The actual number of arm cycles available from battery depends on arm length/weight, battery size, state of charge and health, ambient temperature, accessory power draw and frequency of arm cycles during power outage.

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Optional Accessories - See website for complete list

Square PVC Arm Attachment Plate

Wood Arm Attachment Plate

Hy5B™ Vehicle Detector

Hy8Relay™ Module

HyNet™ Gateway Integration

Remote Power Supply Kit

Nice

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phone 253-867-3700 | 800-321-9947
hysecurity.com | sales@hysecurity.com

Intertek

Libertyville
spirit of independence

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 13, 2021

Agenda Item: Consideration of an Ordinance Granting Variations of Corner Side Yard Setback (ZBA 21-04) at 811 S. Fifth Avenue – Lawrence and Christine Genge, Applicants

Staff Recommendation: Approve Ordinance

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

---

Background: The attached ordinance would grant variations of corner side yard setback to reconstruct a retaining wall, front stoop, and steps at 811 S. Fifth Avenue. The Village Board approved this request at their March 23, 2021 meeting with the understanding that an ordinance would be drafted for the Village Board to approve at their April 13, 2021 meeting.

Staff recommends the Village Board approve the attached ordinance.

THIS SPACE FOR RECORDERS USE ONLY

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 21-O-_____

AN ORDINANCE GRANTING A VARIATION
FROM SECTION 4-7.5(d)(3) OF THE LIBERTYVILLE
ZONING CODE FOR A LANDING, RAISED PLANTER, AND RETAINING WALL
(811 S. Fifth Avenue)

Adopted by the
President and Board of Trustees
of
the Village of Libertyville
Lake County, Illinois
this _____ day of _____, 2021.

Published in pamphlet form by direction
and authority of the Village of Libertyville
Lake County, Illinois
this _____ day of _____, 2021.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 21-O-_____

AN ORDINANCE GRANTING A VARIATION
FROM SECTION 4-7.5(d)(3) OF THE LIBERTYVILLE
ZONING CODE FOR A LANDING, RAISED PLANTER, AND RETAINING WALL
(811 S. Fifth Avenue)

WHEREAS, Lawrence and Christine Genge (collectively, the ***"Owner"***) are the owners of that certain parcel of real property located at 811 South Fifth Avenue, Libertyville, Illinois, located in the R-5 Single-Family Residential Zoning District of the Village (***"R-5 District"***), and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (***"Property"***); and

WHEREAS, the Property is improved with a single-family residential building; and

WHEREAS, the Owner desires to construct a landing, raised planter, and retaining wall within the corner side yard of the Property (collectively, the ***"Proposed Improvements"***); and

WHEREAS, pursuant to Section 4-6.5(d)(2) of the Zoning Code, the minimum corner side yard setback for the Property is 30 feet; and

WHEREAS, the Owner desires to locate the proposed landing approximately 16 feet from the corner side lot line of the Property, the proposed raised planter approximately 22 feet from the corner side lot line of the Property, and the proposed retaining wall approximately seven feet from the corner side lot line of the Property, all in violation of Section 4-6.5(d)(2) of the Zoning Code; and

WHEREAS, the Owner has filed an application with the Village for a variation from Section 4-6.5(d)(2) of the Zoning Code to allow the construction of the Proposed Improvements on the Property (***"Requested Variation"***); and

WHEREAS, a public hearing of the Zoning Board of Appeals of the Village to consider approval of the Requested Variation was duly advertised in the *Daily Herald* on February 19, 2021,

and held on March 8, 2021; and

WHEREAS, on March 8, 2021, the Zoning Board of Appeals made findings and recommendations in support of the Requested Variation, subject to specified conditions; and

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

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

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

SECTION 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 OF REQUESTED VARIATION. In accordance with, and pursuant to, Article 16 of the Zoning Code, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Three of this Ordinance, the President and Board of Trustees of the Village of Libertyville hereby grant the following variations from Section 4-6.5(d)(2) of the Zoning Code to reduce the minimum corner side yard setback for the Property to allow the construction of the Proposed Improvements:

A. A variation to reduce the minimum corner side yard setback from 30 feet to approximately 16 feet for the proposed landing;

B. A variation to reduce the minimum corner side yard setback from 30 feet to approximately 22 feet for the proposed raised planter; and

C. A variation to reduce the minimum corner side yard setback from 30 feet to approximately seven feet for the proposed retaining wall.

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

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

B. Compliance with Plans. Except for minor changes and site work approved by the Village Director of Community Development or the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village standards, the development, use, operation, and maintenance of the Proposed Improvements and the Property must comply with the plans titled Genge Residence, prepared by the Buhrman Design Group, consisting of 9 sheets, with a latest revision date of 01/05/21 (***"Plans"***), which plans are attached to, and by this reference incorporated into this Ordinance, as **Exhibit B**.

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

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

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

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

SECTION EIGHT: EFFECTIVE DATE.

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

1. Passage by the Village President and Board of Trustees in the manner required by law;

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

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

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

[SIGNATURE PAGE FOLLOWS]

PASSED this _____ day of _____, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2021.

_____
Terry L. Weppler, Village President

ATTEST:

_____
Sally Kowal, Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOT 4 IN CONCORD GREEN, UNIT NO. 3, BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 21 AND THE SOUTH WEST 1/4 OF SECTION 22 AND PART OF LOTS 13 AND 14 IN ERNST HECHT ESTATE SUBDIVISION, ALL IN TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID CONCORD GREEN, UNIT NO. 3, RECORDED NOVEMBER 14, 1966 AS DOCUMENT 1322237, IN BOOK 43 OF PLATS, PAGE 63, IN LAKE COUNTY, ILLINOIS.

Address: 811 S. Fifth Avenue, Libertyville, Illinois
PIN: 11-21-419-008

EXHIBIT B

PLANS

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Lawrence and Christine Genge (collectively, the ***"Owner"***) are the record title owners of that certain property commonly known as 811 S. Fifth Avenue, in the Village (**"*Property*"**); and

WHEREAS, Ordinance No. 2021-_____, adopted by the Village President and Board of Trustees on _____, 2021 (***"Ordinance"***), grants a variation to the Owner for the construction of improvements on the Property; and

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

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

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

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

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

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

Dated: _____, 2021

LAWRENCE GENGE

By:_____

CHRISTINE GENGE

By:_____

R. E. DECKER & COMPANY

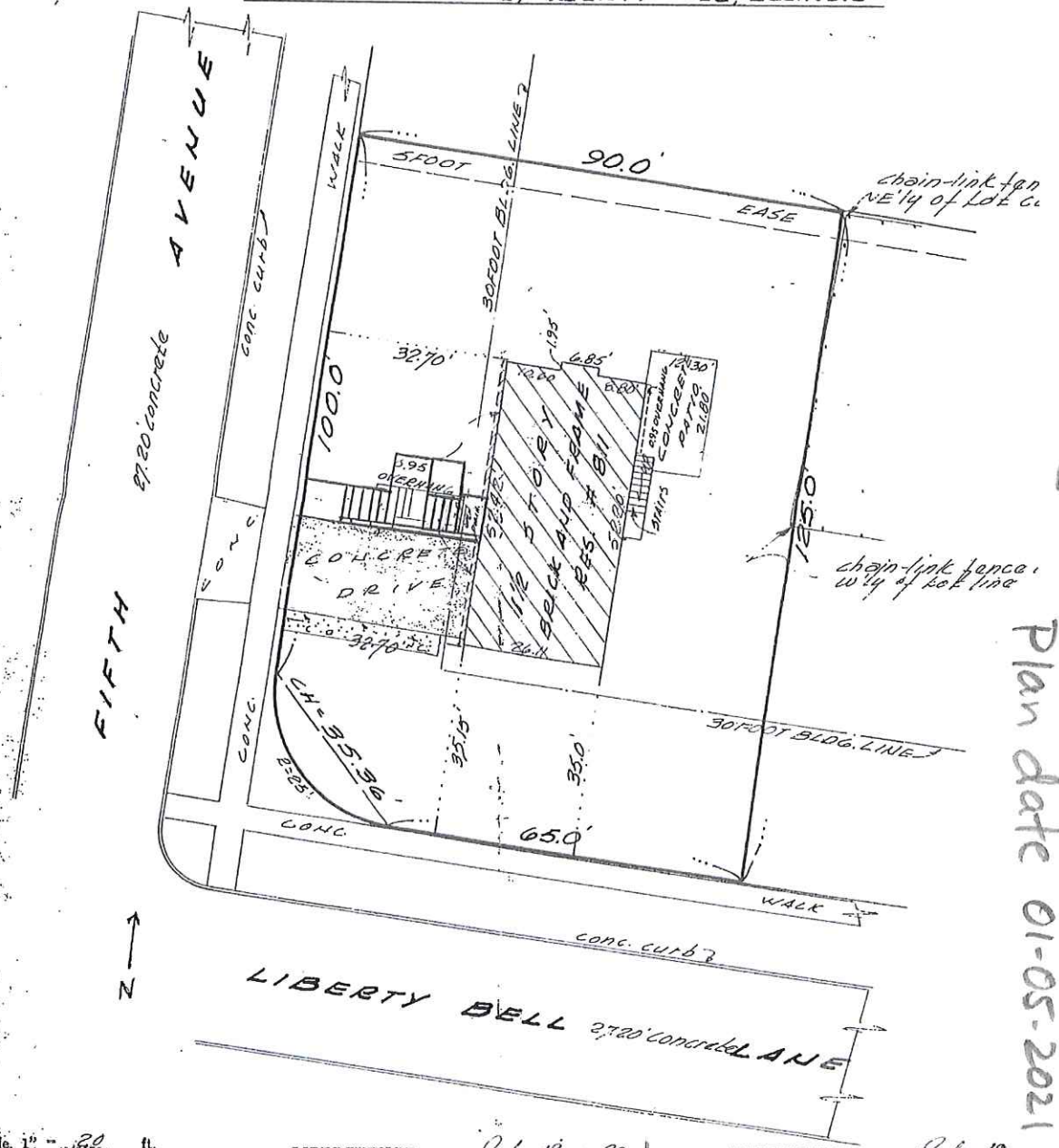
1218 WILDWOOD CT., LIBERTYVILLE, ILLINOIS 60048
TELEPHONE 362-0091
SURVEYORS AND ENGINEERS

BOOK 90 PAGE 1234 ORDER NO. 90-1234 LIBERTYVILLE, July 19 19

ORDERED BY Mr. Michael Boyd, Atty FOR

Lot 4 in Concord Green, Unit No. 3, a Subdivision in Sections 21 and 22, Town
North, Range 11, East of the 3rd Principal Meridian, according to the plat thereof,
November 14, 1966, as Document No. 1322237, in Book 43 of Plats, on page 63, in Lake Cou

Commonly known as:- 811 FIFTH AVENUE, LIBERTYVILLE, ILLINOIS



Scale, 1" = 20 ft.

TOP OF PLAT IS NORTH

LIBERTYVILLE, July 19 19 80

STATE OF ILLINOIS, } ss
COUNTY OF LAKE }

We hereby certify that the buildings on lot shown are within property lines and that the adjoining improvements do not encroach on said premises, except for portion of fence as noted.

R. E. Decker
SURVEYOR

LIBERTYVILLE, July 19 19

STATE OF ILLINOIS, } ss
COUNTY OF LAKE }

This is to certify that we have surveyed the a described property according to the Official Record, the above plat correctly represents said survey.

R. E. DECKER & COMPA
SURVEYORS
By R. E. Decker

Compare the description in this plat with your deed, abstract or certificate of title, also compare all points before building by same, and report any differ at once.

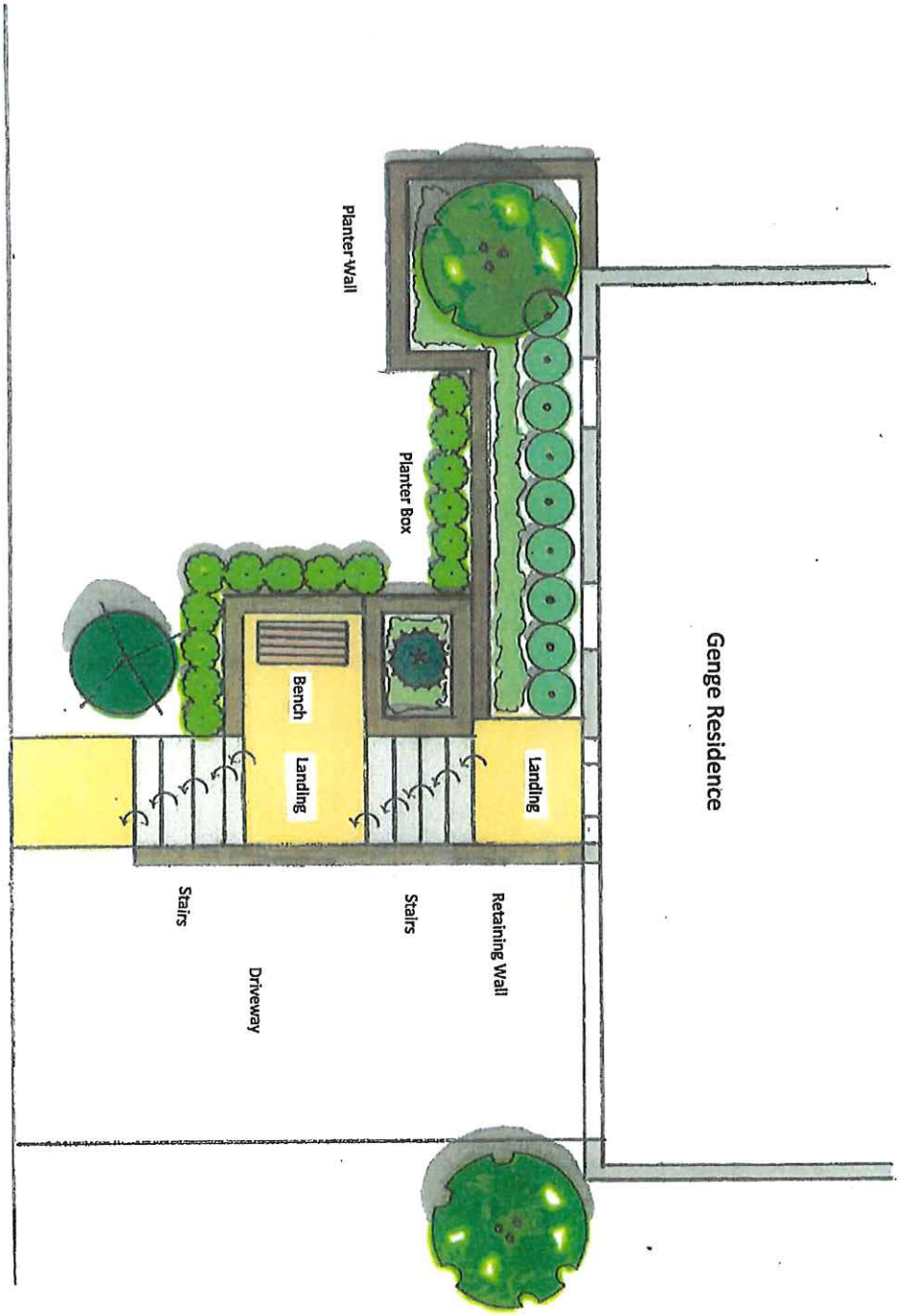
Building lines are shown only where they are so recorded in the maps. Refer to your deed or abstract.

This survey has been made for use in connection with a mortgage loan transaction or Real Estate Transfer and is not to be used for any other purpose

Grange Residence Plan date 01-05-2021

Genge Residence
Plan date 01-05-2021

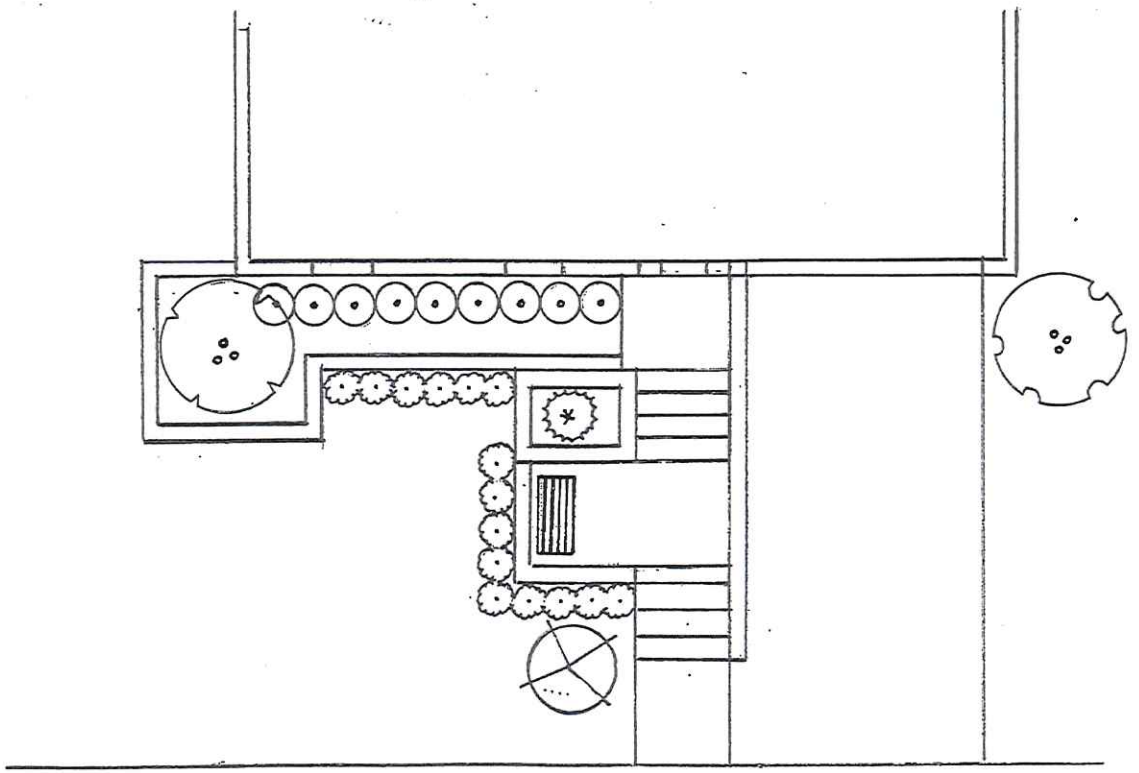
CURRENT CONDITIONS



Plan date 01-05-2021

Genge Residence

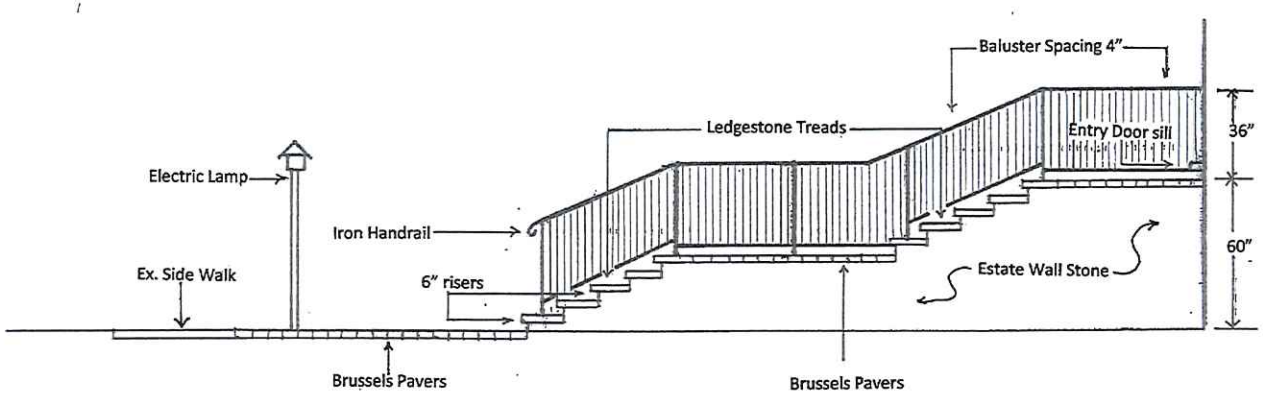
plan date 01-05-2021



Scale 1/8" = 1.0'

Genge Residence
plan date 01-05-2021

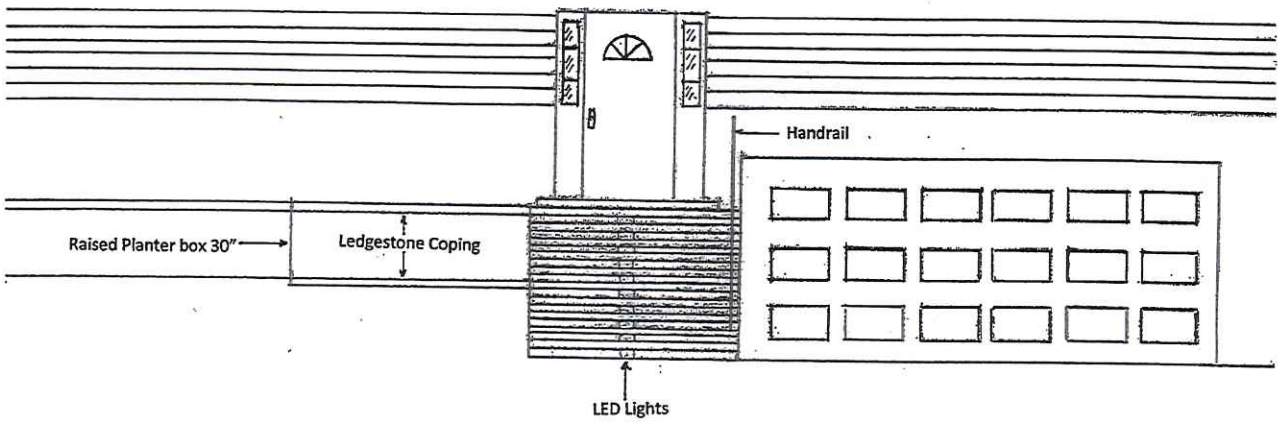
Right Elevation View



Scale: ¼" = 1'.0"

Genge Residence
plan date 01-05-2021

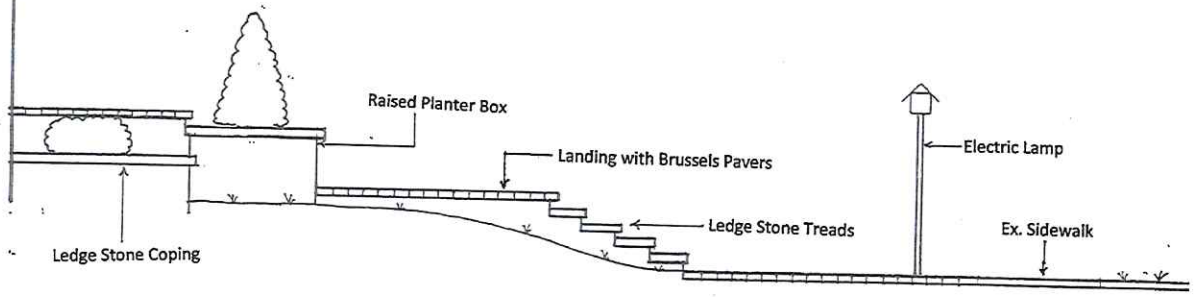
Front Elevation View



Scale: ¼" = 1'.0"

Genge Residence
plan date 01-05-2021

Left Elevation View



Scale: ¼" = 1'.0"

Genge Residence

Libertyville
spirit of independence

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 13, 2021

Agenda Item: Consideration of an Ordinance Granting a Variation of Side Yard Setback (ZBA 21-03) at 742 E. Lincoln Avenue – Saegene Jung and Melissa Goldberg, Applicants

Staff Recommendation: Approve Ordinance

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

---

Background: The attached ordinance would grant variation of side yard setback to allow a detached garage at 742 E. Lincoln Avenue. The Village Board approved this request at their March 23, 2021 meeting with the understanding that an ordinance would be drafted for the Village Board to approve at their April 13, 2021 meeting.

Staff recommends the Village Board approve the attached ordinance.

THIS SPACE FOR RECORDERS USE ONLY

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 21-O-_____

AN ORDINANCE GRANTING A VARIATION
FROM SECTION 4-7.5(d)(3) OF THE LIBERTYVILLE
ZONING CODE FOR A DETACHED GARAGE
(742 E. Lincoln Avenue)

Adopted by the
President and Board of Trustees
of
the Village of Libertyville
Lake County, Illinois
this _____ day of _____, 2021.

Published in pamphlet form by direction
and authority of the Village of Libertyville
Lake County, Illinois
this _____ day of _____, 2021.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 21-O-_____

AN ORDINANCE GRANTING A VARIATION
FROM SECTION 4-7.5(d)(3) OF THE LIBERTYVILLE
ZONING CODE FOR A DETACHED GARAGE
(742 E. Lincoln Avenue)

WHEREAS, Saegene Jung and Melissa Goldberg (collectively, the ***"Owner"***) are the owners of that certain parcel of real property located at 742 East Lincoln Avenue, Libertyville, Illinois, located in the R-6 Single-Family Residential Zoning District of the Village (***"R-6 District"***), and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (***"Property"***); and

WHEREAS, the Property is improved with a single-family residential building and a detached garage (***"Garage"***); and

WHEREAS, pursuant to Section 4-7.5(d)(3) of the Zoning Code, the minimum interior side yard setback for the Property is five feet; and

WHEREAS, the Garage was constructed in 2020 at a location 3.77 feet from the eastern lot line of the Property, in violation of Section 4-7.5(d)(3) of the Zoning Code; and

WHEREAS, the Owner has filed an application with the Village for a variation from Section 4-7.5(d)(3) of the Zoning Code to allow the maintenance of the Garage on the Property (***"Requested Variation"***); and

WHEREAS, a public hearing of the Zoning Board of Appeals of the Village to consider approval of the Requested Variation was duly advertised in the *Daily Herald* on January 22, 2021, opened on February 8, 2021, and concluded on March 8, 2021; and

WHEREAS, on March 8, 2021, the Zoning Board of Appeals made findings and recommendations in support of the Requested Variation, subject to specified conditions; and

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

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

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

SECTION 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 OF REQUESTED VARIATION. In accordance with, and pursuant to, Article 16 of the Zoning Code, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Three of this Ordinance, the President and Board of Trustees of the Village of Libertyville hereby grant a variation from Section 4-7.5(d)(3) of the Zoning Code to reduce the minimum interior side yard setback for the eastern side yard of the Property, from five feet to 3.77 feet, to allow the maintenance of the Garage in its current location.

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

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

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

B. Compliance with Plans. Except for minor changes and site work approved by the Village Director of Community Development or the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village standards, the development, use, operation, and maintenance of the Garage and the Property must comply with the plans titled Site Plan, 742 E. Lincoln Avenue, prepared by Melissa Goldberg, consisting of 2 sheets, with a latest revision date of 02/15/21; and plans titled Detached Garage - Gable Roof, prepared by Danley's, consisting of 2 sheets (***"Plans"***), which plans are attached to, and by this reference incorporated into this Ordinance, as **Exhibit B**.

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

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

regulations of the R-6 District, and the applicable provisions of the Zoning Code, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Administrator and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

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

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

SECTION EIGHT: EFFECTIVE DATE.

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

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

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

PASSED this _____ day of _____, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2021.

_____
Terry L. Weppler, Village President

ATTEST:

_____
Sally Kowal, Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOT 123 IN COPELAND MANOR NORTH, BEING A SUBDIVISION OF THAT PART OF SECTIONS 21 AND 22, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 9, 1926 AS DOCUMENT 271834, IN LAKE COUNTY, ILLINOIS.

Address: 742 E. Lincoln Avenue, Libertyville, Illinois
PIN: 11-22-103-025

EXHIBIT B

PLANS

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Saegene Jung and Melissa Goldberg (collectively, the ***"Owner"***) are the record title owners of that certain property commonly known as 742 E. Lincoln Avenue, in the Village (**"*Property*"**); and

WHEREAS, Ordinance No. 2021-_____, adopted by the Village President and Board of Trustees on _____, 2021 (***"Ordinance"***), grants a variation to the Owner in connection with the maintenance of a garage on the Property; and

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

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

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

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

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

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

Dated: _____, 2021

SAEGENE JUNG

By:_____

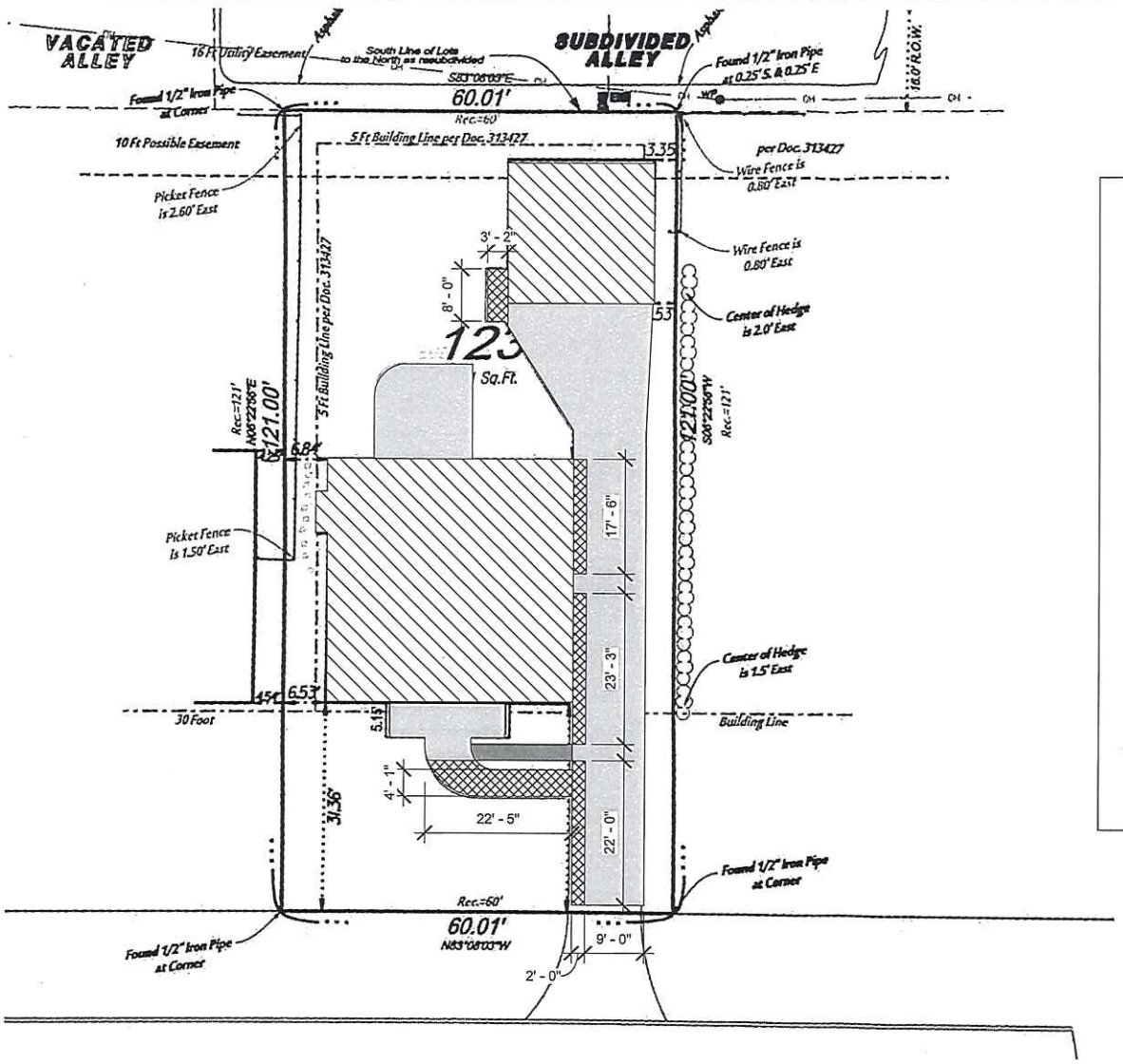
MELISSA GOLDBERG

By:_____

Revised 02-15-2021
Site Plan
742 E. Lincoln Ave.

Sheet
1 of 2

prepared by
Melissa Goldberg



1,889 SF		BUILT SURFACE TOTAL
1,578 SF		EXISTING IMPERVIOUS
241 SF		PAVEMENT TO BE REMOVED
38 SF		NEW PAVEMENT
7,261 SF	→	TOTAL LOT AREA
3,264 SF	→	TOTAL IMPERVIOUS SURFACE AREA
3,997 SF	→	TOTAL PERVIOUS SURFACE AREA
44.95%	→	TOTAL LOT COVERAGE PERCENTAGE

① SITE PLAN - 742 E LINCOLN AVE
1/16" = 1'-0"

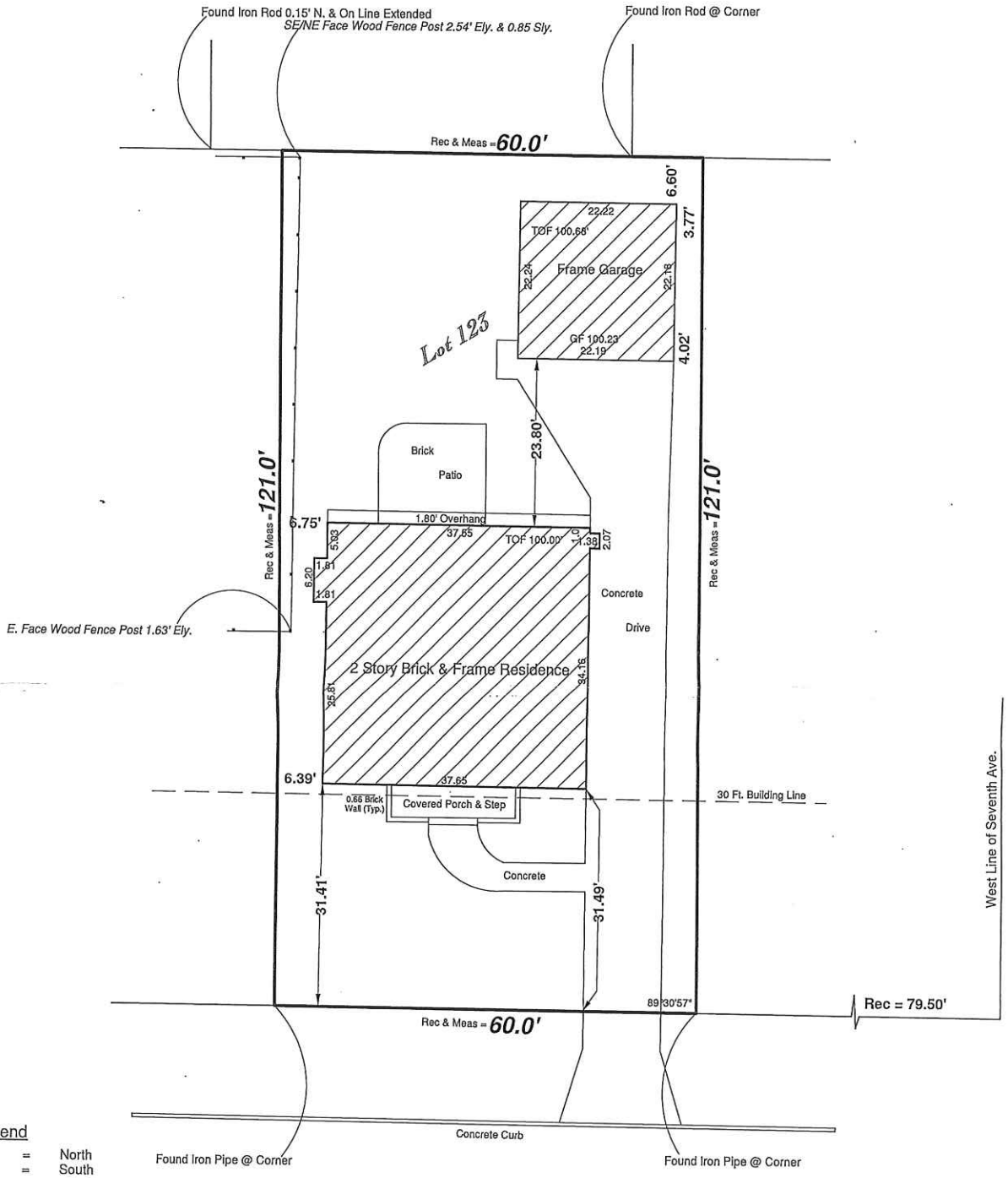
Item #L.

Plat of Survey

Central Survey Company, Inc., 6415 N. Caldwell Ave., Chicago, Illinois 60646-2713
Phone (773) 631-5285 www.Centralsurvey.com Fax (773) 775-2071

Legal Description

Lot 123 in Copeland Manor North, being a Subdivision of that part of Sections 21 and 22, Township 44 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded January 6, 1926 as Document 271824, in Lake County, Illinois
Commonly Known as: 742 E. Lincoln Ave., Libertyville, Illinois
Area of Land Described: 7,261 Sq. Ft.



Lincoln Ave.

Legend

N.	=	North
S.	=	South
E.	=	East
W.	=	West
(TYP)	=	Typical
Rec	=	Record
Meas	=	Measure
St.	=	Street
Ave.	=	Avenue

Decimal/Inch Conversions		
0.01' = 1/8"	0.08' = 1"	0.58' = 7"
0.02' = 1/4"	0.17' = 2"	0.67' = 8"
0.03' = 3/8"	0.25' = 3"	0.75' = 9"
0.04' = 1/2"	0.33' = 4"	0.83' = 10"
0.05' = 5/8"	0.42' = 5"	0.92' = 11"
0.06' = 3/4"	0.50' = 6"	1.00' = 12"
0.07' = 7/8"		

NOTES: *Property corners were NOT staked per customer. *AutoCad file will not be provided under this contract. *For building restrictions refer to your abstract, deed, contract, title policy and local ordinances. *Assume no dimension from scaling upon this plat. *Compare all points before building and report any difference at once.

Scale: 1 Inch equals 15 Feet
Ordered By: Danley's
Order Number: 742D

SPOT SURVEY

RECEIVED
NOV 23 2020
Village of Libertyville
Building Division

William R. Webb
2190
Professional Land Surveyor
State of Illinois
Chicago, Illinois

This professional service conforms to current Illinois minimum standards for a boundary survey.

State of Illinois)
) S.S.
County of Cook)

Central Survey LLC does hereby certify that an on the ground survey per record description of the land shown hereon was performed on Nov. 20, 2020 and that the map or plat hereon drawn is a correct representation of said survey. When bearings are shown the bearing base is assumed. Dimensions are shown in feet and hundredths and are correct at a temperature of 68° Fahrenheit.

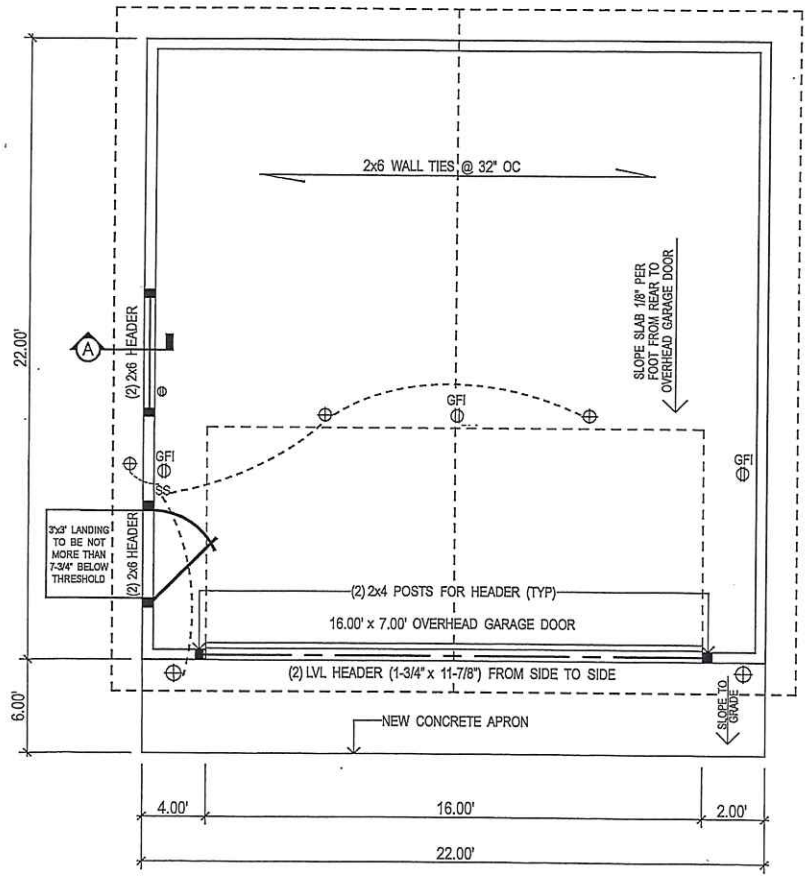
Dated this 20th day of November 2020 William R. Webb

William R. Webb P.L.S. #2190 (exp.11/30/2022) Professional Design Firm Land Surveying LLC (#184.005417)

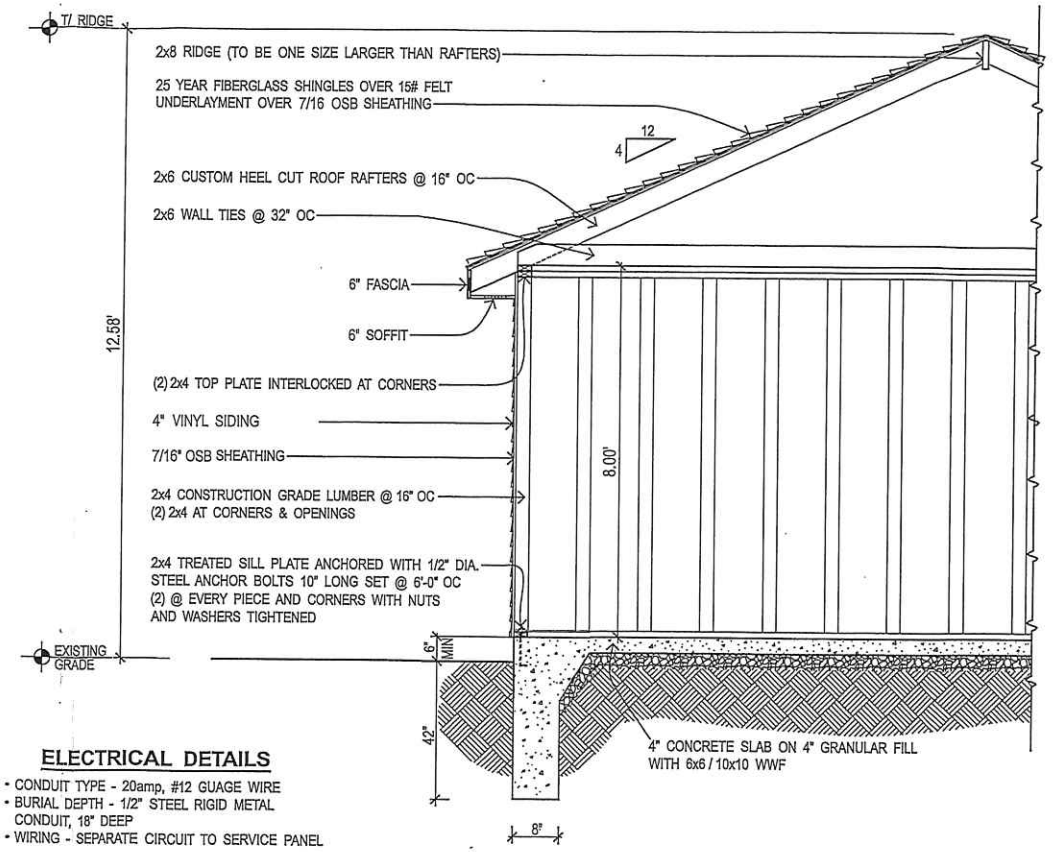
Sheet 2 of 2
Survey
742 E. Lincoln Ave.

by Danley's

Sheet 1 of 2



FLOOR PLAN



BUILDING SECTION

ELECTRICAL DETAILS

- CONDUIT TYPE - 20amp, #12 GUAGE WIRE
- BURIAL DEPTH - 1/2" STEEL RIGID METAL CONDUIT, 18" DEEP
- WIRING - SEPARATE CIRCUIT TO SERVICE PANEL

NOTE: DRAWINGS ARE NOT

DETACHED GARAGE - GABLE ROOF

742 E. LINCOLN AVENUE, VILLAGE of LIBERTYVILLE - JODI KRISTOPHER

CONTRACTOR:
DANLEY'S GARAGE WORLD
1438 ELMHURST ROAD
ELK GROVE VILLAGE, IL. 60007
PHONE: (847) 849-5436
EMAIL: permits@danleys.com

SHEET NAME: FLOOR PLAN & BUILDING SECTION

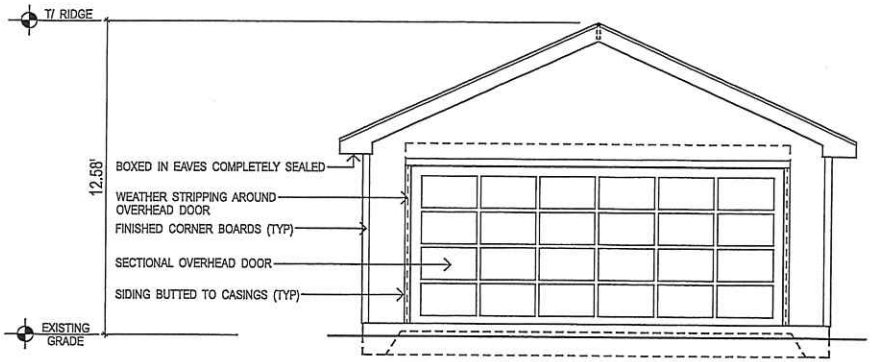
SHEET NUMBER: 1 OF 2

THESE PLANS REMAIN THE PROPERTY OF MACH 1, INC. AND THEIR REPRODUCTION IS EXPRESSLY FORBIDDEN

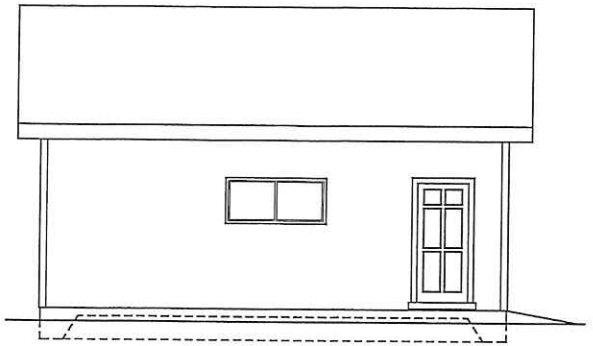
by Danley's

Sheet 2 of 2

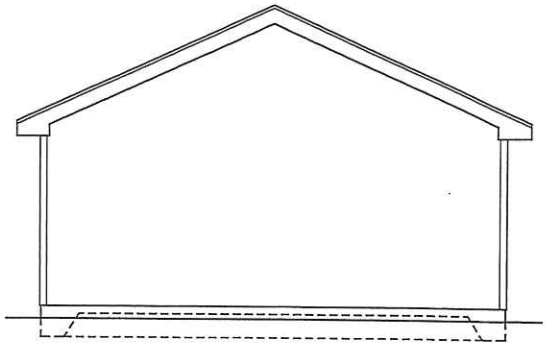
SPECIFIC WINDOW AND DOOR STYLES SHOWN ON PLANS ARE REPRESENTATIVE ONLY



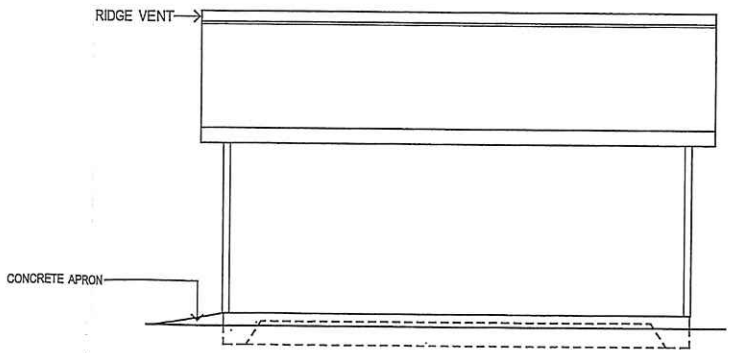
SOUTH ELEVATION



WEST ELEVATION



NORTH ELEVATION



EAST ELEVATION

NOTE: DRAWINGS ARE NOT TO SCALE

Danley's

DETACHED GARAGE - GABLE ROOF

742 E. LINCOLN AVENUE, VILLAGE of LIBERTYVILLE - JODI KRISTOPHER

CONTRACTOR:
DANLEY'S GARAGE WORLD
1438 ELMHURST ROAD
ELK GROVE VILLAGE, IL. 60007
PHONE: (847) 849-5436
EMAIL: permits@danleys.com

SHEET NAME: ELEVATIONS

SHEET NUMBER: 2 OF 2

THESE PLANS REMAIN THE PROPERTY OF MACH 1, INC. AND THEIR REPRODUCTION IS EXPRESSLY FORBIDDEN

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 13, 2021

Agenda Item: Consideration of a Resolution Approving an Agreement with Envision Physician Services

Staff Recommendation: Approve Resolution

Staff Contact: Richard M. Carani, Fire Chief

Background: The Libertyville Fire Department is one of five Lake County Fire Departments piloting the Emergency -Triage, Treatment and Transportation (ET3) Medicaid program. The main premise of the program is to offer direct telehealth services in the ambulance with the hospital emergency department doctor. Envision Physician Services (EVPS), arranges for licensed healthcare providers to deliver emergency and other healthcare services, via telehealth using real-time audiovisual communication technologies.

The attached agreement allows the Libertyville Fire Department to utilize the software services of EVPS for the telemedicine portion of the program at no cost. The Village Attorney has reviewed the agreement and recommended changes have been included. Staff is recommending the Village approve the Resolution approving telemedicine services with EVPS and authorize the Village Administrator to sign the agreement.

RESOLUTION NO. 21-R-_____

A RESOLUTION APPROVING AN AGREEMENT
WITH ENVISION PHYSICIAN SERVICES, LLC
FOR THE PROVISION OF EMERGENCY AND OTHER HEALTHCARE SERVICES

WHEREAS, historically, Medicare regulations only allowed payment for emergency ambulance services when individuals were transported to hospitals, skilled nursing facilities, or dialysis centers; and

WHEREAS, Emergency Triage, Treat and Transport (***"ET3 Program"***) is a new Medicare program that will provide flexibility to the Village's Fire Department to address emergency healthcare needs by paying for: (i) transports to alternative destinations, including urgent care clinics and primary care offices; or (ii) initiating and facilitating treatment in place with a qualified healthcare partner either at the incident scene or via telehealth (***"Treatment Services"***); and

WHEREAS, the Village desires to participate in the ET3 Program and enter into an agreement (***"Agreement"***) with Envision Physician Services, LLC (***"EVPS"***) for the provision of Treatment Services as a qualified healthcare partner pursuant to the ET3 Program; and

WHEREAS, EVPS will bill Medicare for Treatment Services rendered pursuant to the Agreement; and

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

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

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

SECTION 2 The Agreement by and between the Village and EVPS for the Treatment Services is hereby approved substantially in the form attached to this Resolution as **Exhibit A**, and in a final form and substance acceptable to the Village Administrator and the Village Attorney.

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

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ___ day of April, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this ___th day of April, 2021.

_____
Terry L. Weppler, Village President

ATTEST:

_____
Sally A. Kowal, Village Clerk

EXHIBIT A

AGREEMENT

TELEHEALTH COVERAGE SERVICES AGREEMENT

This **TELEHEALTH COVERAGE SERVICES AGREEMENT** ("**Agreement**") is entered into effective the ____ day of _____, 2020 ("**Effective Date**") by and between the **Village of Libertyville ("Village")** and **Envision Physician Services, LLC** on behalf of itself and its participating affiliated professional entities (collectively "**EVPS**") (each a "**Party**" and collectively, the "**Parties**").

RECITALS

A. Village intends to participate in the Center for Medicare & Medicaid Services ("**CMS**") Emergency Triage, Treat, and Transport ("**ET3**") Model (the "**ET3 Model**"), pursuant to a participation agreement and any amendments thereto between Village and CMS (the "**CMS Agreement**"). *See* CMS ET3 website (available at https://innovation.cms.gov/innovation-models/et3). The ET3 Model is a voluntary, five (5)-year payment model that will provide greater flexibility to ambulance care teams to address emergency health care needs of certain Medicare beneficiaries following a 911 call. The ET3 Model contemplates participants engaging with CMS-approved Qualified Health Care Partners to coordinate the furnishing of services to ET3 Model Beneficiaries through the ET3 Model pursuant to voluntary agreements with Qualified Health Care Partners and other ET3 Partners. EVPS wishes to be a Qualified Health Care Partner and participate in the ET3 Model in the capacity identified pursuant to this Agreement and enter into the Agreement with Village to serve as a Qualified Health Care Partner with Village in the ET3 Model. The ET3 Model first performance period is scheduled to start on January 1, 2021. Capitalized terms used in this Agreement but not otherwise defined herein shall have the meaning ascribed to such terms in the CMS Agreement.

B. EVPS arranges for licensed healthcare providers to deliver emergency and other healthcare services, via telehealth using real-time, audiovisual communications technologies;

C. Village provides emergency medical transportation services in or around Libertyville, Illinois and desires to contract with EVPS to arrange for licensed healthcare providers to deliver health care services to patients who require treatment in place with a Qualified Health Care Partner under the ET3 Model to patients (such patients shall be referred to as "**ET3 Patients**" or "**ET3 Model Beneficiaries**"). Such health care services provided to ET3 Patients (the "**Covered Services**"), may be further defined in each Statement of Work ("**SOW**") attached as an addendum hereto; and

D. EVPS desires to contract with Village to provide the Covered Services, all on the terms and conditions specified in this Agreement and all applicable SOWs, and EVPS and Village desire to enter into this Agreement in order to provide a statement of their respective responsibilities in connection with the provision of the Covered Services described herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

SECTION 1 EVPS RESPONSIBILITIES.

1.1 EVPS will participate in the ET3 Model and furnish Covered Services to ET3 Model Beneficiaries as part of a Treatment in Place intervention, or arrange for Covered Services to be furnished by a Downstream Practitioner to ET3 Model Beneficiaries as part of a Treatment in Place intervention. EVPS will, and will ensure all Downstream Practitioners and Billing Parties do, comply with the applicable terms and conditions of the ET3 Model, including but not limited to compliance with ET3 Model evaluation, monitoring, and oversight activities.

1.2 EVPS will be the preferred provider of the Covered Services to Village and Village will utilize EVPS to provide the Covered Services subject to Section 2.1 below. EVPS will arrange for licensed healthcare emergency medicine physicians and advance practice providers as determined by EVPS to deliver Covered Services to ET3 Patients (such physicians and advance practice practitioners collectively the "**Providers**") during the scheduled times set forth in the applicable SOW.

1.3 EVPS will ensure it has the capacity to meet the needs of ET3 Model Beneficiaries who receive Covered Services during a Treatment in Place intervention, as well as the ability to bill Medicare for Covered Services furnished to ET3 Model Beneficiaries during a Treatment in Place intervention or, if EVPS cannot or does not intend to bill Medicare for such Covered Services, has arranged for such Covered Services to be billed by a Billing Party that has the ability to bill Medicare for such Covered Services.

1.4 EVPS will at all times remain Medicare-Enrolled or employ at least one Downstream Practitioner who is Medicare-Enrolled and has the capacity to furnish Covered Services that satisfy the requirements of the CMS Agreement, and if the Downstream Practitioner cannot or does not plan to bill Medicare for such Covered Service, has arranged for such Covered Services to be billed by a Billing Party that has the ability to bill Medicare for such Covered Services furnished by the Downstream Practitioner.

1.5 EVPS will at all times be and remain legally organized and operated to provide the Covered Services (as defined on each SOW) required by this Agreement in a manner consistent with all applicable state and federal laws, rules, and regulations. Unless otherwise specified, the legal entity identified in each applicable SOW will be responsible for providing the Covered Services, and all references to "EVPS" herein shall include such entity.

1.6 EVPS will ensure that all Providers are and will remain licensed, in good standing, in the states in which Services are provided, which will be documented in the SOW, and will deliver Services in accordance with applicable federal and state laws and regulations, and Village's policies and procedures during the term of this Agreement.

1.7 EVPS will, and will require Downstream Practitioners and Billing Parties to, promptly submit to Village a true, accurate, and complete list of all of EVPS's Alternative Destinations, Downstream Practitioners, and Billing Parties upon request by Village. Such list must include the legal name and NPI of each Billing Party and Downstream Practitioner (which need not be listed twice).

1.8 If Covered Services furnished to an ET3 Model Beneficiary during a Treatment in Place intervention or following Transport to an Alternative Destination are furnished by a Downstream Practitioner and the Billing Party is not the Downstream Practitioner who furnished the Covered Services, EVPS will ensure that the Downstream Practitioner who furnished the Covered Services has reassigned his or her right to bill the Medicare program and receive Medicare payments for the Covered Services to the Billing Party.

1.9 EVPS will, and will require its Downstream Practitioners and Billing Parties to update their Medicare enrollment information on a timely basis in accordance with Medicare program requirements.

1.10 If EVPS is Medicare-Enrolled, EVPS will notify Village of any changes to its Medicare enrollment information, legal name, NPI, or other identifier specified by CMS with respect to the individual or entity, and a Change of Control within 30 Days after becoming aware of the change, and will require all Alternative Destinations, Downstream Practitioners and other Billing Parties to do the

same if they are on the ET3 List, or if the change meaningfully affects the Downstream Practitioner's capacity to furnish Covered Services to ET3 Model Beneficiaries as a part of an ET3 Model Intervention.

1.11 EVPS will notify Village within 7 Days of becoming aware that it or any of its Downstream Practitioners or Billing Parties is under investigation or has been sanctioned (including, without limitation, the imposition of program exclusion, debarment, civil monetary penalties, loss of medical license or equivalent, corrective action plans, and revocation of Medicare billing privileges) by the federal, state, or local government, or any licensing authority, and will ensure that its Downstream Practitioners and Billing Parties provide such notice to EVPS if the Downstream Practitioner or Billing Party is the subject of such investigations or sanctions.

1.12 EVPS will, and will ensure that all Downstream Practitioners and Billing Parties comply with all applicable laws and regulations, including those specified in the CMS Agreement.

1.13 EVPS will ensure that its arrangements with its Downstream Practitioners and Billing Parties permit EVPS to take remedial actions (including termination of such agreements) against such Downstream Practitioner or Billing Party to address noncompliance with the applicable terms of the ET3 Model as set forth in the CMS Agreement or program integrity issues identified by CMS.

1.14 EVPS will ensure that Covered Services are available to ET3 Patients at the times and locations as set forth in this Agreement and any SOW. Without limiting the foregoing, EVPS agrees to assign Providers to provide professional services to ET3 Patients via telecommunication linkage in which both parties may see and hear the other. The Covered Services will be available at all times, twenty-four (24) hours per day and seven (7) days per week. All EVPS Providers must be licensed and credentialed for telehealth consultation in the appropriate state. The Covered Services will be provided to those ET3 Patients who have undergone an intake evaluation which has resulted in a finding by Village that consultation with an EVPS Provider is medically necessary. Unless otherwise specified in a SOW, EVPS will use commercially reasonable efforts to have a Provider respond to all Village telehealth calls within two (2) minutes of initial contact by Village via text response and within five (5) minutes of initial contact by Village via video consult. The Parties expect that EVPS will meet this standard on at least 95% of calls initiated by Village.

1.15 EVPS will be solely responsible for compensating Providers who perform the Covered Services hereunder, including the provision of all benefits, and for making all tax withholdings and paying such payroll or other employment related taxes required by law.

1.7 EVPS will use reasonable efforts meet all applicable requirements of the ET3 program related to a Qualified Health Care Partner existing now or in the future.

SECTION 2 Village RESPONSIBILITIES.

2.1 Village will engage EVPS to provide the Covered Services to ET3 Patients when medically appropriate and the patient consents.

2.2 Village will provide Providers with access to Village's telehealth platform and will arrange for or provide EVPS and any EVPS support personnel with reasonable training and troubleshooting support. Village represents and warrants that Village has the requisite authority and permissions to provide EVPS and its Providers with access to the telehealth platform. Village represents and warrants that its telehealth platform is compliant with HIPAA in all respects.

2.3 Village will use reasonable efforts meet all applicable requirements of the ET3 program related to a Participant existing now or in the future.

SECTION 3 BILLING TERMS.

3.1 Without limiting any provision of this Agreement, and for the avoidance of doubt, EVPS shall be solely responsible for billing, and ensuring that its Downstream Practitioners and Billing Parties bill CMS and collect, and ensuring that its Downstream Practitioners and Billing Parties collect, for Covered Services furnished by it or them to an ET3 Model Beneficiary and for ensuring that such billing is correct and proper, and Village shall have no responsibilities relating to such billing and collection activities. EVPS acknowledges and agrees that it shall only seek to obtain, and shall ensure that its Downstream Practitioners and Billing Parties shall only seek to obtain, reimbursement for any Covered Services provided pursuant to this Agreement from CMS or third-party payor as appropriate, and that under no circumstances will it or they seek to obtain any compensation for any Covered Services from Village. EVPS further agrees that it will comply, and will ensure that its Downstream Practitioners and Billing Parties will comply, with all applicable billing rules, guidelines, and other guidance established by CMS, including, but not limited to, those referenced or described in the CMS Agreement.

SECTION 4 TERM.

4.1 This Agreement will be effective on the Effective Date and will continue through an initial term, which concludes 12 months after the Effective Date (the "**Initial Term**"). Upon the expiration of the Initial Term and each renewal term, this Agreement will then automatically renew for additional renewal terms of 12 months ("**Renewal Term**"), subject to the termination provisions set forth in this Agreement. Each SOW will have a separate term for the applicable Services. Notwithstanding anything herein to the contrary, this Agreement shall remain in full force and effect during the term of any SOW.

4.2 This Agreement may be terminated and canceled by the following methods:

(a) In the event the Parties will mutually agree in writing, this Agreement may be terminated under the terms and date stipulated therein.

(b) In the event the CMS terminates the ET3 Model, this Agreement will be terminated immediately.

(c) If EVPS does not comply with the terms of the ET3 Model as set forth in the CMS Agreement or properly address program integrity issues identified by CMS after being given a reasonable opportunity to cure, or if EVPS fails to ensure that its arrangements with its Downstream Practitioners and Billing Parties permit EVPS to take such Downstream Practitioner or Billing Party to address noncompliance with the applicable terms of the ET3 Model as set forth in the CMS Agreement, Village may terminate this Agreement immediately.

(d) If a Party materially breaches any provision of this Agreement and/or any SOW and fails to remedy the breach within 15 days of receipt of written notice from the non-breaching Party, the nonbreaching Party may terminate this Agreement and/or any SOW adversely affected by the breach. Termination under this Section 5.2(e) does not limit either Party from pursuing any other remedies available to the Party, including, but not limited to, injunctive relief.

(e) Either party may terminate this Agreement or any or all SOWs without cause and without penalty upon providing a minimum of 60 days' prior written notice to the other party. The termination of any SOW under this Section 4.2(f) will not otherwise affect this Agreement or any other SOW.

4.3 Upon termination, the Parties will have no further obligations hereunder except for: (1) obligations incurred prior to the date of termination; and (2) obligations, promises, or covenants contained herein that are expressly made to extend beyond the terms of this Agreement.

SECTION 5 RELATIONSHIP OF THE PARTIES.

5.1 In the performance of the duties and obligations of EVPS under this Agreement, it is mutually understood and agreed that EVPS and each Provider is at all times acting and performing as an independent contractor practicing the profession of medicine; that Village will neither have nor exercise any control or direction over the methods by which EVPS or Providers will perform their work and functions, except that EVPS and Providers are expected to perform their work and functions at all times in accordance with then currently approved methods and practices of their specialty and all applicable state and federal laws, rules, and regulations; and that the sole interest of Village is that the Services under this Agreement are performed and rendered in a competent, efficient and satisfactory manner in accordance with community medical standards and all applicable state and federal laws, rules, and regulations. The duties of EVPS and Providers under this Agreement will not be interpreted in any way to interfere with, compromise, or supersede the exercise of the independent medical judgment of Providers. It is expressly agreed by the Parties hereto that no work, act, commission or omission of EVPS or any Provider will be construed to make or render EVPS or any Provider, the agent, employee or servant of Village.

5.2 Neither EVPS nor any of its employees, agents, or subcontractors (including Providers) will have any claim under this Agreement or otherwise against Village for any benefits. Village will not in any way be responsible for, the payment of any federal, state, or local income taxes, F.I.C.A. taxes, F.U.T.A. taxes, unemployment compensation or workers' compensation contributions, Social Security, or any other payments or withholdings pursuant to any law or requirement of any governmental body/agency on behalf of EVPS or any of its employees, agents, or subcontractors (including Providers), and all such withholdings, payments, or obligations will be the sole responsibility of EVPS.

SECTION 6 INSURANCE AND INDEMNITY.

6.1 Providers will, at all times relevant to this Agreement, have and maintain professional liability and comprehensive general liability coverage with minimal limits of $1 million ($1,000,000) per occurrence and $3 million ($3,000,000) in the aggregate. In addition, Village will maintain insurance of its employed or contracted healthcare providers in amounts that are substantially similar to the amounts set forth in this section. Both parties will maintain workers' compensation coverage consistent with statutory limits.

6.2 It is hereby stipulated and agreed to between Village and EVPS that with respect to any claim or action arising out of any Service performed under or pursuant to this Agreement, each party will only be liable for payment of that portion of any and all liability costs, expenses, demands, settlements or judgments resulting from the negligence actions or omissions of its own agents, officers and employees.

6.3 BOTH PARTIES HEREBY AGREE TO INDEMNIFY, PROTECT AND HOLD HARMLESS THE OTHER PARTY, AND ITS AGENTS, CONTRACTORS, DIRECTORS, EMPLOYEES, OFFICERS AND SHAREHOLDERS (THE "INDEMNIFIED PARTIES") FROM ANY AND ALL CLAIMS, ACTIONS, LOSSES, LIABILITIES, DAMAGES, DEMANDS, ACTIONS OR

JUDGMENTS INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND EXPENSES, FOR WHICH THE INDEMNIFIED PARTIES MAY BECOME LIABLE BASED UPON OR ARISING PURSUANT TO THIS AGREEMENT AND RESULTING FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFYING PARTY, AND ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES. THIS DUTY WILL SURVIVE TERMINATION OF THIS AGREEMENT. BOTH PARTIES AGREE TO INDEMNIFY, PROTECT AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM ANY LIABILITY RESULTING FROM ANY CLAIMS RELATED TO THE INDEMNIFYING PARTY'S COMPLIANCE WITH ANY FEDERAL OR STATE LAW, RULE, REGULATION, OR ORDER.

6.4 In any case in which liability and/or damages are not judicially apportioned between Village and EVPS, each of said entities hereby agrees to contribute its share of any damage or settlements of claims the amount of which will correspond to the percentage of causal negligence attributable to the Parties' respective entities, agents, employees and officers. Village and EVPS further agree to make a good faith effort to achieve a mutually agreed upon apportionment of a liability of their respective entities, agents, employees and officers.

6.5 The Parties agree that nothing in this Agreement shall be construed as a waiver or any all statutory immunity defenses available to Village under Federal or Illinois law.

SECTION 7 REPRESENTATIONS AND WARRANTIES. EVPS for and on behalf of its officers, directors, employees, agents, representatives, affiliates, subsidiaries, and related entities (including Providers) represents that:

7.1 Authorization. The individual executing this Agreement on behalf of each Party is legally authorized to act for such Party.

7.2 No Restrictions. EVPS will not restrict any ET3 Patient treated under this Agreement's access to medically necessary covered services, and shall make such services available to such ET3 Patients in accordance with all applicable state and federal laws, rules, and regulations, and Village's clinical protocols.

7.3 No Federal Exclusion. Neither Party nor, to the best of its knowledge after reasonable investigation, any of its employees, directors, officers, equity owners, and agents performing services under this Agreement (including Providers) are excluded from participation or are otherwise ineligible to participate in a "federal health care program" (as defined in 42 U.S.C. §1320a- 7b(f)) or in any other government payment program. Each Party will routinely assess the status of its employees, directors, equity owners and agents (including Providers) as required by the U.S. Department of Health and Human Services and will notify the other Party in writing within 3 Days (i) following discovery of any debarment, exclusion, suspension or other event that makes such Party or any such individual or entity ineligible to participate in the federal health care programs or in federal procurement or non-procurement programs; or (ii) after such Party or any of its employees, directors, officers, equity owners or agents has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), even if they have not yet been excluded, debarred, suspended or otherwise declared ineligible. Upon the occurrence of such exclusion, debarment or conviction, whether or not notice is given, the other Party may immediately terminate this Agreement and/or any or all SOWs

7.4 ET3 Program. Each Party has read and reviewed all program requirements for the ET3 Model. Each Party represents and warrants that it meets all program requirements to participate in the ET3 Model as a Participant or Qualified Health Care Partner, as applicable. EVPS acknowledges and agrees that Village has provided sufficient notice and education about the ET3 Model, including through

the provision of the link to the CMS ET3 website (available at https://innovation.cms.gov/innovation-models/et3), such that EVPS is able to make an informed decision about whether to participate in the ET3 Model as a Qualified Health Care Partner. Village presents that it has provided, or will provide, the CMS Agreement in connection with entering into this Agreement. EVPS hereby consents, and this Agreement shall constitute written confirmation to participate as a Qualified Health Care Partner in the ET3 Model, and to thereby furnish Covered Services or arrange for the furnishing of Covered Services by a Downstream Practitioner, to ET3 Model Beneficiaries as part of a Treatment in Place intervention. EVPS hereby further acknowledges that such participation shall be subject to approval by CMS, including Program Integrity Screening, and shall be subject to EVPS's compliance with all terms, conditions, and requirements set forth in this Agreement and applicable terms, conditions.

SECTION 8 GENERAL PROVISIONS.

8.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto with respect to its subject matter and may not be changed, altered or modified in any manner unless such changes are agreed to in writing by both Village and EVPS. If any terms or provisions of this Agreement will to any extent be held invalid or unenforceable, the remaining terms and provisions of the Agreement will not be affected, but each term and provision of the Agreement will be valid and enforced to the fullest extent permitted by law.

8.2 HIPAA. Village and EVPS are required to comply with the Standards for Privacy of Individually Identifiable Information under the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (collectively, "**HIPAA**"). Each Party represents and warrants that if it receives individually identifiable health information or Protected Health Information (PHI) (as both are defined by HIPAA) it will ensure Services comply with privacy and security requirements imposed by HIPAA, the Health Information Technology for Economic and Clinical Health Act (HITECH).

8.3 Retention and Inspection of Records. Without limiting EVPS's obligations identified elsewhere in this Agreement or any SOW, all records related to this Agreement will be kept on file by each Party in accordance with the terms set forth herein, and in accordance with all applicable state and federal laws, rules, and regulations. Upon reasonably prior notice, each Party will give the other, or its authorized representative, the ability to inspect, examine, and audit, during normal business hours, the business records as are relevant to this Agreement. The cost of such inspection, examination, and audit will be at the sole expense of the requesting Party, and such inspection, examination, and audit will be conducted where the records are maintained in the ordinary course of business.

8.4 Choice of Law; Venue. This Agreement and its validity, construction, and performance will be governed in all respects by the laws of the State of Illinois.

8.5 Counterparts. This Agreement may be executed in more than one counterpart, and each executed counterpart will be considered as the original. No amendment, supplement or termination of this Agreement will affect or impair any rights or obligations which will have theretofore matured hereunder. This Agreement will be binding upon and will inure to the benefit of the Parties and their respective heirs, administrators, executors, successors and representatives.

8.6 Notices. Any notice or other communication by one Party to the other will be in writing and will be given, and be deemed to have been given, if either hand delivered or mailed, postage prepaid, certified mail (return receipt requested), addressed as follows:

Village:

The Village of Libertyville
Attn: Fire Chief
160 Hawley Street Libertyville, Illinois, 60048With copies to:

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

EVPS:
VP, Virtual Health Strategies
1A Burton Hills Boulevard
Nashville, TN 37215

With copies, which will not constitute notice, to:

Legal Department
Envision Physician Services
1A Burton Hills Boulevard
Nashville, TN 37215
legal@envisonhealth.com

Any Party may change the address for notice by notifying the other Party, in writing, of the new address.

8.7 Further Instruments. Each of the Parties agrees that it will hereafter execute and deliver such further instruments and do such further acts and things as may be reasonably required or useful to carry out the intent and purpose of this Agreement and as are consistent with the terms hereof.

8.8 Assignment. No Party may assign this Agreement without written consent of the other, except that EVPS or Village may assign this Agreement to any affiliated entity provided that this assignment does not affect the provision of Services or the obligations set forth herein in any material manner.

8.9 Voluntary Execution. This Agreement was executed voluntarily without any duress or undue influence on the part of or on behalf of the Parties hereto. The Parties acknowledge that they have read and understood this Agreement and its legal effect. Each Party acknowledges that it has had a reasonable opportunity to obtain independent legal counsel for advice and representation in connection with this Agreement.

8.10 No Waiver. No failure, delay, or default in performance of any obligation under this Agreement (other than payment obligations) will constitute a breach of this Agreement (and neither Party will be liable for the same) if it is caused by strike, fire, shortage of labor or materials or transport, act of a public authority, civil disorder, power outage, internet outage, riot, vandalism, war, severe weather, flood, natural disaster, pandemic, or other act of god; terrorism; or other similar cause that is beyond the reasonable control of the Party otherwise chargeable, for so long as such cause continues and for a reasonable period of time thereafter.

8.11 Access to Data. The Parties acknowledge and agree that EVPS must have access to certain technology and software platforms to provide the Covered Services. Village shall permit EVPS to access Village's telehealth platform, as necessary to permit EVPS to provide and bill for the Covered Services. Village represents and warrants that it has obtained all appropriate permissions and licenses for EVPS to access its telehealth platform. For avoidance of doubt, EVPS shall have the right to use all ET3 Patient data obtained from Village pursuant to this Agreement (including individually identifiable health information, PHI, and any data derived from such individually identifiable health information or PHI) for any lawful purpose, including but not limited to the purpose of treating ET3 Patients; billing and collecting for the Covered Services; contacting ET3 Patients, health plans, and third-party payors in connection with the Covered Services (including billing-related matters); creation of derivative works based on ET3 Patient data, including data aggregation, data deidentification, or other data usage, whether for internal and/or external business purposes; quality improvement; clinical research; and operational improvement initiatives.

8.12 Regulatory. Village acknowledges that EVPS and the Providers are subject and required to abide by EVPS' Code of Conduct and Anti-Kickback Statute policies and procedures. Village can access EVPS' Code of Conduct and its policies and procedures regarding the Anti-Kickback Statute at https://www.evhc.net/news-resources/partner-resources or a copy of the Code of Conduct can be provided to Village upon request. Each party agrees to comply with all applicable provisions of federal, state and local statutes, rules and regulations including, without limitation, the fraud and abuse and anti-kickback statutes. Further, each party shall remain responsible for refunding or returning to any third party payer any and all amounts received by that party in violation of applicable law or contract.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the day and year first above written.

Libertyville Fire Department

By: _____

Name: _____

Title: _____

Date: _____

Envision Physician Services, LLC

By: _____

Name: _____

Title: _____

Date: _____

TELEHEALTH COVERAGE SERVICES AGREEMENT

STATEMENT OF WORK

IHC-Libertyville Emergency Physicians, LLC, an affiliate of EVPS, will provide the Services to ET3 Patients located in or around Libertyville, Illinois.

Service levels will be as set forth in Section 1 of the Telehealth Coverage Services Agreement between Village and EVPS (the "Agreement"), provided that the Parties will negotiate in good faith with respect to any revisions requested by either Party as Services are provided under this SOW.

In the event that the Agreement terminates for any reason, this SOW will terminate immediately unless determined by both parties to remain in effect.

Village personnel, including EMS crews and nurse navigators, will connect ET3 Patients to EVPS Providers using a mutually agreed upon telehealth platform.

This SOW shall apply exclusively to Services provided to ET3 Patients in or around Libertyville, Illinois. In the event the Parties elect to expand services to areas other than the greater Libertyville, Illinois area, they shall execute a new countersigned SOW describing the terms of such engagement.

Unless specifically indicated otherwise, this SOW is subject to the Agreement and shall be treated as an Addendum to the Agreement, which shall remain in full force and effect.

Libertyville Fire Department

By: _____

Name: _____

Title: _____

Date: _____

Tax Id: Village FEIN

IHC-Libertyville Emergency Physicians, LLC

By: _____

Name: _____

Title: _____

Date: _____

TIN: 20-5337309 NPI: 1053423541

Medicare PTAN: 213984

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 13, 2021

Agenda Item: Consideration of a Resolution Approving a Fireworks Permit Application for Libertyville High School

Staff Recommendation: Approve Resolution

Staff Contact: Richard M. Carani, Fire Chief

Background: The Libertyville High School Wildcat Parents Association has submitted a permit application for a three-minute private fireworks display to be held at Libertyville High School before the last home football game on April 16, 2021. Additionally, proper notification will be made to all residents within 1000 feet of the display as required by Village Ordinance. The Libertyville High School Wildcat Parents Association has retained the services of Mad Bomber Fireworks Productions for this event. Mad Bomber has submitted all the required permit information, which was reviewed and has been tentatively approved by the Libertyville Fire Department pending Village Board approval.

Due to the current environmental conditions around Butler Lake, the vegetation around Butler Lake is dry. The Fire Department will have one fire engine and crew on standby at the high school for the show.

Staff is requesting the Village Board approve the Resolution approving the permit application for a private firework display at Libertyville High School on April 16, 2021.

RESOLUTION NO. 21-R-

A RESOLUTION TO APPROVE A PRIVATE FIREWORKS DISPLAY PERMIT FOR LIBERTYVILLE HIGH SCHOOL

WHEREAS, the Village of Libertyville requires a permit be approved for Private Fireworks Displays within the Village; and

WHEREAS, the Libertyville High School Wildcat Parents Association has submitted a permit for a private firework display April 16, 2021 before the home football game; and

WHEREAS, Staff has reviewed the permit application for compliance and finds that the application is complete, and the permit requirements have all been met; and

WHEREAS, the Fire Department will be present at the firework show for the purpose of monitoring the fireworks display;

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 permit application for a fireworks display at Libertyville High School April 16, 2021.

SECTION 2: The Village of Libertyville Board of Trustees authorizes the Mayor to sign the permit approving the fireworks display.

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

PASSED this 13th day of April , 2021

AYES:

NAYS:

ABSENT: None

APPROVED this 13th day of April, 2021.

_____
Terry L. Weppler, Village President

ATTEST:

_____
Sally A. Kowal, Village Clerk

Note: Wildcat Football Parents Association
Contact: Ryan Wells, President, 312-218-1709
Event located at Libertyville High School
708 W. Park Avenue, Libertyville, IL 60048

Event Date
- Friday, April 16, 2021

Libertyville
spirit of independence

APPLICATION FOR ONE YEAR PERMIT TO USE, INSTALL, CONDUCT PROCESSES OR CARRY ON OPERATIONS INVOLVING OR CREATING CONDITIONS DEEMED HAZARDOUS TO LIFE OR PROPERTY

April 5, 2021
Application Date

Application is hereby made by the undersigned for a permit to conduct business in Village of Libertyville

Company Name Mad Bomber Fireworks Productions

Contact Name Dan Miller Title Representative

E-Mail Address dan@madbomberfireworks.com

Mailing Address 11N485 Hunter Trail

City, State, Zip Code Elgin, IL 60124

Telephone Number 847-464-1442

Type(s) of Permit(s) applied for: (see reverse side of this application for list)	Fee
1) #20 Fireworks (Pyrotechnic Display)	$100
2)	
3)	

Note: Business applying for two or more permits need only submit one fee

Conditions, surroundings, and arrangements to be in accordance with the Libertyville Municipal Code.

Please make your check payable to the Village of Libertyville – Fire Department
1551 N Milwaukee Avenue
Libertyville, IL 60048

Fire Department
1551 N. Milwaukee Avenue, Libertyville, Illinois 60048 (847) 362-5664 (847) 362-8829 fax

Libertyville
spirit of independence

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 13, 2021

Agenda Item: **REPORT OF THE PLAN COMMISSION**
PC 21-05, Text Amendment to Section 26-5-4.3
PC 21-06, Special Use Permit for Axe Throwing Lounge
Wynkoop Holdings LLC, Applicant
216 Peterson Road

Staff Recommendation to Plan Commission: Approve Text Amendment and Special Use Permit.

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: At the March 15, 2021 meeting, the Plan Commission heard a request from Wynkoop Holdings, LLC for a Text Amendment to the Zoning Code to allow Axe Throwing Lounges as a Special Use in the C-3, General Commercial District. A Special Use Permit was applied for at 216 Peterson Road.

The Plan Commission discussed the proposal in detail with the petitioner and the public. At the conclusion of the hearing, the Commission voted unanimously to recommend Village Board of Trustees approval of the amendment. A motion to recommend approval of the Special Use Permit for 216 Peterson Road passed with a vote of 6 - 0, subject to the condition that all activities are held within an enclosed building and no outside activities are allowed at the site.

REPORT OF THE PLAN COMMISSION

REPORT ON: PC 21-05 and PC 21-06, Wynkoop Holdings LLC

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

Pursuant to the **APPLICATION** of **WYNKOOP HOLDINGS LLC**, being the **OWNER** of real estate located at **216 PETERSON ROAD**, the **PLAN COMMISSION** of the Village of Libertyville held a **PUBLIC HEARING** to consider the **APPLICATION FOR A TEXT AMENDMENT TO ZONING CODE ARTICLE 26-5-4.3 IN ORDER TO ADD "ALL OTHER AMUSEMENT AND RECREATION INDUSTRIES (713990), BUT LIMITED TO AXE THROWING LOUNGES" AS A SPECIAL PERMIT USE IN THE C-3, GENERAL COMMERCIAL DISTRICT AND A SPECIAL USE PERMIT FOR AN AXE THROWING LOUNGE FOR PROPERTY LOCATED IN THE C-3, GENERAL COMMERCIAL DISTRICT, CHAPTER 26, SECTIONS 16-14 AND 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 25, 2021**, and held virtually on **MARCH 15, 2021**, at **7:05 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:

Petitioner's Request and Background:

The petitioner, Jason Wright, Lumberjaxe Axe Lounge, is requesting approval for a Text Amendment to the Zoning Code Article 26-5-4.3 in order to add "All Other Amusement and Recreation Industries (713990), but limited to Axe Throwing Lounges" as a Special Permit Use in the C-3 General Commercial District and a Special Use Permit for an Axe Throwing Lounge for property located in the C-3 General Commercial District at 216 W. Peterson Road.

The petitioner is proposing to build-out and occupy the Grand Place Shopping Center tenant space located at 216 W. Peterson Road with an Axe Throwing Lounge to be named Lumberjaxe Axe Lounge. The tenant space is approximately 4,400 square feet in floor area and would neighbor other Grand Place commercial tenants such as Grand Appliance & TV, Port of Peri, House of Salons, Elan Nails, Tax Associates and Dunkin/Baskin.

Lumberjaxe Axe Lounge is an indoor axe throwing recreational activity. The proposed floor plan illustrates twelve (12) axe throw stations, two (2) double throw stations, and two smash rooms with a customer check-in and waiting area. The 216 W. Peterson Road tenant space is located between the Sign A Rama and Tax Associates tenant spaces.

Other recreational type of land uses would be required to provide a minimum of one parking space

per each 250 square feet of floor area. If the same parking/floor area ratio is applied in this case for

the indoor golf simulator center, the Zoning Code will require a minimum of 18 parking spaces. This seems commensurate with the proposed land use and will have the opportunity to share parking with the other Grand Place shopping center tenants within the center's parking lot containing 251 parking spaces.

The Plan Commission notes that the C-3, General Commercial District currently lists Bowling Centers as Permitted Uses and under the category of Arts, Entertainment and Recreation. It is the Plan Commission's opinion that the proposed Axe Throwing Lounge is commensurate with this type of use and supports the text amendment for this type of land use proposal as a Special Permitted Use.

Standards for Text Amendments (PC 21-05):

a. *The consistency of the proposed amendment with the purposes of this Code.* This type of business is consistent with similar entertainment uses currently in the Code.

b. *The existing uses and zoning classifications of properties in the vicinity of the subject property.* The proposal would allow the use as a Special Use in the C-3 District.

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 proposal would allow the use as a Special Use in the C-3 District.

d. *The extent to which the value of the subject property is diminished by its present zoning classification.* Not applicable.

e. *The extent to which such diminution in value is offset by an increase in the public health, safety and welfare.* Not applicable.

f. *The extent, if any, to which the use and enjoyment of adjacent properties would be adversely affected by the proposed amendment.* Not applicable.

g. *The extent, if any, to which the value of adjacent properties would be adversely affected by the proposed amendment.* Not applicable.

h. *The extent, if any, to which the future orderly development of adjacent properties would be adversely affected by the proposed amendment.* Not applicable.

i. *The suitability of the subject property for uses permitted or specially permitted under its zoning classification.* Not applicable.

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.* Not applicable.

Report of the Plan Commission, PC 21-05 and PC 21-06

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.* Not applicable.

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.* Not applicable.

m. *The community need for the proposed amendment and for the uses and development it would allow.* The proposed amendment will allow for additional uses consistent with existing entertainment uses in the Village.

Standards for Special Use Permits (PC 21-06):

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*. This proposed use falls within the spirit and intent of the Comprehensive Plan.
2) *Adverse Impact*. This proposed use is for family entertainment and as it will be entirely within an enclosed building, the use will have zero impact on the surrounding area or Village.
3) *Interference with Surrounding Development*. This proposed use would not interfere with the surrounding area nor adjacent properties since this use is for one business in an existing multi-use building.
4) *Adequate Public Facilities*. Any necessary utilities and public service are currently provided to the existing building.
5) *Traffic Congestion*. This proposed use would not adversely traffic since tis change is for one business in an existing multi-use building.
6) *Destruction of Significant Features*. There is zero destruction of any significant features since the building currently exists.
7) *Compliance with Standards*. Any and all standards are currently in place for this property since the building currently exists.

b. Special Standards for Specified Special Permit Uses. If any special standards are required for a special use permit, then the proposed business will comply with such standards. However, we feel that this family entertainment business would not require any 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*. This new business would offer services to consumers that benefit from its location in a traditional retail mixed use building. A positive impact would be created because the activities offered can be utilized by any customer.
2) *Alternative Locations*. The type of customer being drawn to this business would most closely be that of a “retail” type of consumer and this location is perfectly suited for such a business to operate.

Report of the Plan Commission, PC 21-05 and PC 21-06

3) *Mitigation of Adverse Impacts*. We are certain that there are zero adverse impacts from this proposed use.

Report of the Plan Commission, PC 21-05 and PC 21-06

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 TEXT AMENDMENT TO ZONING CODE ARTICLE 26-5-4.3 IN ORDER TO ADD "ALL OTHER AMUSEMENT AND RECREATION INDUSTRIES (713990), BUT LIMITED TO AXE THROWING LOUNGES" AS A SPECIAL PERMIT USE IN THE C-3, GENERAL COMMERCIAL DISTRICT** be **APPROVED**.

The vote of the Plan Commission recommending **APPROVAL** was 6 - 0, recorded as follows:

AYES: MOORE, FLORES, OAKLEY, PYTER, SCHULTZ, STEFFE

NAYS: NONE

ABSENT: KRUMMICK

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 SPECIAL PERMIT USE IN THE C-3, GENERAL COMMERCIAL DISTRICT AND A SPECIAL USE PERMIT FOR AN AXE THROWING LOUNGE FOR PROPERTY LOCATED IN THE C-3, GENERAL COMMERCIAL DISTRICT** be **APPROVED, SUBJECT TO THE FOLLOWING CONDITION: 1) ALL ACTIVITIES ARE HELD WITHIN AN ENCLOSED BUILDING. NO OUTSIDE ACTIVITIES ARE ALLOWED AT THE SITE.**

The vote of the Plan Commission recommending **APPROVAL** was 6 - 0, recorded as follows:

AYES: MOORE, FLORES, OAKLEY, PYTER, SCHULTZ, STEFFE

NAYS: NONE

ABSENT: KRUMMICK

Report of the Plan Commission, PC 21-05 and PC 21-06

Respectfully Submitted, April 6, 2021.

_____

Chair, Plan Commission

_____

Secretary, Plan Commission

Report of the Plan Commission, PC 21-05 and PC 21-06

EXHIBIT A

Legal Description of the Property

Parcel 3:

Lots 1 and 2 in Parkhurst Subdivision, Being a Subdivision of Part of Sections 8 and 9, Township 44 North, Range 11 East of the Third Principal Meridian, According to the Plat Thereof Recorded August 22, 1924 as Document 244782 in Book "N" of Plats, Page 33, in Lake County, Illinois.

Excepting Therefrom That Part Described as Follows: Beginning at the Southeast Corner of Said Lot 2; Thence Westerly on the Southerly Line of Said Lots 1 and 2 to the Southwest Corner of Said Lot 1; thence Northerly on the Westerly Line of Said Lot 1, for a Distance of 20.00 Feet; Thence Easterly Parallel with the Southerly Line of Said Lots 1 and 2 to the Easterly Line of Said Lot 2; Thence Southerly on the Easterly Line of Lot 2, for a Distance of 20.00 Feet to the Point of Beginning, in Lake County, Illinois.

Parcel 4:

That Part of the Northeast Quarter of Section 8, Township 4 North, Range 11 East of the Third Principal Meridian, Described as Follows: Commencing at the Southeast Corner of Said Northeast Quarter; Thence South 90 Degrees 00 Minutes 00 Seconds West Along the South Line of Said Northeast Quarter, 450.12 Feet for a Point of Beginning; Thence Continuing South 90 Degrees 00 Minutes 00 Seconds West Along the Last Described Course 174.46 Feet; Thence North 3 Degrees 55 minutes 22 Seconds East = Measures (North 3 Degrees 55 Minutes 20 Seconds East = Deed), 451.06 Feet; Thence North 90 Degrees 00 Minutes 00 Seconds East Along a Line 450.00 Feet North of the South Line of Said Northeast Quarter 143.66 Feet; Thence South 00 Degrees 00 Minutes 26 Seconds West Along a Line Parallel With the East Line of Said Beginning, Excepting That Part Dedicated for Highway Purposes by Document 1366751, Described as Follows: Commencing at the Southeast Corner of Said Northeast Quarter; Thence South 90 Degrees 00 Minutes 00 Seconds West along the South Line of Said Northeast Quarter, 450.12 Feet for t Point of Beginning; Thence Continuing South 90 Degrees 00 Minutes 00 Seconds West Along the Last Described Course, 174.46 Feet; Thence North 3 Degrees 55 Minutes 22 Seconds 00 Minutes 00 Seconds West Along the Last Described Course, 174.45 Feet; Thence North 3 Degrees 55 Minutes 22 Seconds East = Measured (North 3 Degrees 55 Minutes 20 Seconds East = Deed) 48.76 Feet to a Point on the Northerly Right-of-Way Line of Peterson Road; Thence South 89 Degrees 57 Minutes 10 Seconds East Along Said Northerly Right-of-Way Line, 171.13 Feet; Thence South 00 Degrees 00 Minutes 26 Seconds West, 48.50 Feet to the Point of Beginning, in Lake County, Illinois.

Address: 216 Peterson Road, Libertyville, Illinois
P.I.N. 11-08-203-009

EXCERPTS FROM PLAN COMMISSION MEETING MINUTES

Draft March 15, 2021, Plan Commission Meeting Minutes

PC 21-05 Wynkoop Holdings LLC, Applicant
216 Peterson Road

Request is for a Text Amendment to the Zoning Code Article 26-5-4.3 in order to add "All Other Amusement and Recreation Industries (713990), but limited to Axe Throwing Lounges" as a Special Permit Use in a C-3, General Commercial District.

PC 21-06 Wynkoop Holdings LLC, Applicant
216 Peterson Road

Request is for a Special Use Permit for an Axe Throwing Lounge for property located in a C-3, General Commercial District.

Mr. Steve Martin, stated that the petitioner, Jason Wright, Lumberjaxe Axe Lounge, is requesting approval for a Text Amendment to the Zoning Code Article 26-5-4.3 in order to add "All Other Amusement and Recreation Industries (713990), but limited to Axe Throwing Lounges" as a Special Permit Use in the C-3 General Commercial District and a Special Use Permit for an Axe Throwing Lounge for property located in the C-3 General Commercial District at 216 W. Peterson Road. Mr. Martin stated that the petitioner is proposing to build-out and occupy the Grand Place Shopping Center tenant space located at 216 W. Peterson Road with an Axe Throwing Lounge to be named Lumberjaxe Axe Lounge. He stated that the tenant space is approximately 4,400 square feet in floor area and will accommodated all ages for entertainment and be very safe and family friendly. He stated that this proposal will be a natural fit for this shopping center.

Ms. Katia Chernik stated that she is concerned about safety for the nearby schools and the message that this sends to children.

Mr. Jason Wright, applicant, stated that the proposed business will be family-oriented and safe. He stated that the business will be conducted entirely indoors.

Mr. Martin stated that the proposal is similar to other indoor recreational activities such as the XGolf golf simulator located at the Green Tree Plaza Shopping Center.

Ms. Chernik stated that this proposal will promote unsafe behavior.
Mr. Patrick Morici, 227 Cater Lane, stated that he is concerned about the traffic noise, liquor sold on the premises, and the hours of operation.

Mr. Martin stated that all of the business activities will be conducted indoors.

Mr. Wright stated that any food sold on site will be finger food. He stated that he has requested a liquor license from the Mayor and is waiting to hear back. He stated that the hours of operation will be from 4pm to 9pm Monday thru Thursday, 3pm to 11pm on Fridays, 11am to 11pm on Saturdays and closed on Sundays.

Mr. Morici stated that the headlights coming from vehicles going through the Dunkin Donuts drive-through cast glare into the back of his house. He stated that he would like to see a fence installed along the shopping center's rear property line.

Mr. Wright stated that the main focus will be the front entrance of the building. He stated that he will not allow his employees to loiter behind the building.

Mr. Martin stated that in lieu of a fence he is willing to plant additional trees behind the building.

Commissioner Flores asked the applicant to describe the business and floor plan in more detail. Mr. Wright described the business operations and the floor plan layout.

Commissioner Flores asked what the smash room is. Mr. Wright stated that the smash room is otherwise known as the rage room. He stated that customers will wear full protective gear and be able to smash old TV's etc. to let off steam.

Commissioner Oakley stated that he supports the proposal.

Commissioner Steffe stated that he supports the proposal.

Commissioner Schultz stated that this activity seems similar to XGolf. He asked what is done with the smash room waste. Mr. Wright stated that it is taken to the recycling center.

Commissioner Pyter asked if there is a fire exit in the rear of the building. Mr. Wright stated that there is a fire exit in the rear, but it is not intended as a public rear exit.

Mr. Morici stated that he is concerned about early morning garbage pick-up. He stated that he is concerned about the smash room debris being taken outside late at night. Mr. Wright stated that they will dispense of the trash the next morning.

Chairman Moore asked the petitioner if they are ready for the Plan Commission to render their recommendation. Mr. Martin stated that they are ready for the Plan Commission to vote tonight.

In the matter of PC 21-05, Commissioner Oakley moved, seconded by Commissioner Steffe, to recommend that the Village Board of Trustees approve a Text Amendment to the Zoning Code Article 26-5-4.3 in order to add "All Other Amusement and Recreation Industries (713990), but limited to Axe Throwing Lounges" as a Special Permit Use in a C-3, General Commercial District.

Motion carried 6 - 0.

Ayes: *Moore, Flores, Oakley, Pyter, Steffe, Schultz*
Nays: *None*
Absent: *Krummick*

In the matter of PC 21-06, Commissioner Oakley moved, seconded by Commissioner Pyter, to recommend that the Village Board of Trustees approve a Special Use Permit for an Axe Throwing Lounge for property located in a C-3, General Commercial District, subject to the following

condition: 1) All activities are held within an enclosed building. No outside activities are allowed at the site.

Motion carried 6 - 0.

Ayes:	*Moore, Flores, Oakley, Pyter, Steffe, Schultz*
Nays:	*None*
Absent:	*Krummick*

John Spoden

From: Stephen Martin <steve@wynkoopholdings.com>
Sent: Tuesday, April 6, 2021 1:54 PM
To: John Spoden
Cc: Kelly Amidei; David Fischer; David Smith; Chris Sandine
Subject: RE: Second e-mail
Attachments: Grand Place Plat of Survey 20060907.pdf

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

John,

Thank you for bringing this to my attention. Absolutely I will be addressing all their concerns!

1. *Groot*: At the PC/ZBA meeting back on March 15th I was made aware of a noise issue from an early Groot pickup. During the meeting the question was raised on how often this occurred and the Courts of Liberty Grove resident confirmed it was once every other week and not several times a week as stated. Nonetheless the day after the PC meeting I contacted Groot and then spoke with dispatch about adjusting the schedule to avoid early mornings. If this is still an issue I will contact Groot again.
2. *Trash*: Yes those phots do show trash. However, I pride myself in maintaining all my properties and personally walk my properties on a regular basis to pick up trash, but I simply have not completed my full spring clean-up for this year. Even every couple of weeks I pull the dumpsters out of the enclosures and sweep any loose trash. If this were to be an issue I will certainly take care of it at once. Additionally, there is not a "smash room" going into 216 Peterson so this should not be a concern.
3. *Headlights*: There certainly would be headlights from cars going to the Dunkin since their drive-through is a permitted use and all the property adjacent to the residential units has been zoned commercial since the mid last century. Last fall I contracted with my landscaper to add some new and replacement trees along the north and east property line. They simply have not installed the new trees yet and those will help block the headlights and buffer noise so this should also not be a concern. Several of my trees were damaged by falling dead trees owned by Courts of Liberty Grove and from runoff from the salt pile at the landscapers to the east. I removed the dead and fallen trees owned by Liberty Grove at my own expense.
4. *Dunkin*: I spoke with the owner of Dunkin and he said that someone called him about installing a fence between the property and about noise from the delivery truck. He confirmed that there is only one delivery per week, not multiple. Additionally, the owner of Dunkin confirmed with me that he has adjusted the delivery time to be not earlier than 6:00 am and to turn off the truck during deliveries. There most likely would be noise coming from one of the many other commercial buildings adjacent to ours.
5. *Fence*: The property line is only 10 feet from the curb at the north of the building. See attached plat of survey for reference. To clarify my referenced statements from the PC/ZBA meeting. I said the Village would not want to approve a fence since we would have to remove many of the trees and shrubs to install a fence. I just looked at the original landscape drawings from our 2005 construction of Grand Place and we installed over 40 new plantings along the north property line alone. However, please refer to my upcoming landscaping installations as mentioned in number 3 above.

I hope I added some clarity to all of the issues brought to your attention and I will also be attending the Village Board meeting to further discuss.

Please contact me anytime with any additional questions or comments.

Sincerely,
Stephen Martin
Wynkoop Holdings, LLC
306 Peterson Road
Libertyville, IL 60048
M: +1-847-852-6527
W: +1-847-362-0570
steve@wynkoopholdings.com

WYNKOOP HOLDINGS LLC

From: John Spoden [mailto:JSpoden@libertyville.com]
Sent: Tuesday, April 06, 2021 8:54 AM
To: Steve Martin (steve@wynkoopholdings.com) <steve@wynkoopholdings.com>
Cc: Kelly Amidei <kamidei@libertyville.com>; David Fischer <DFischer@libertyville.com>; David Smith <Dsmith@libertyville.com>; Chris Sandine <csandine@libertyville.com>
Subject: Second e-mail

Steve:

As a follow-up we received the following from the same property owner:

I took some pictures of the rest of the business that line the residential are and all have fences installed.

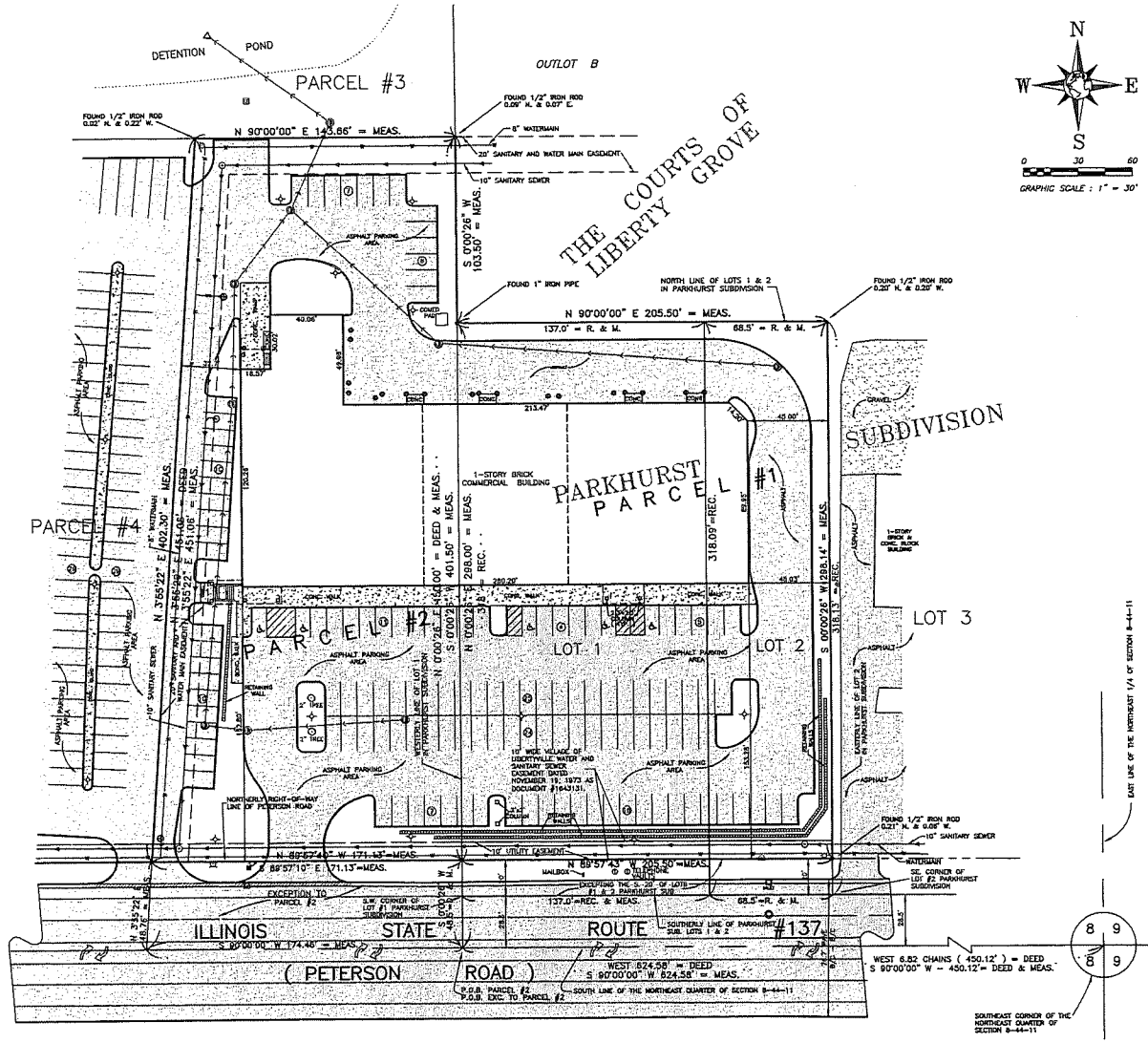
Since we've moved in it has been a constant battle for quality of life living behind this property.

1. *After months of trying to contact Groot Waste Management, which was picking up the trash at specifically 4:45 am a few times a week, we were able to get the Libertyville Police Department involved to have them stop and resume during daytime hours. Most of the homes in this subdivision have small children.*
2. *We are constantly raking up trash that blows behind our properties which is a complete health risk to all the kids and even adults utilizing their yards. Now that the proposed business that is trying to move into 216 Peterson, we are even more concerned of the trash since they will have what is called a "Smash Room".*
3. *The lights from the cars passing through the Dunkin Donuts drivethru start shining into our windows at 4:00 am.*
4. *As of this week I have been contacting Dunkin Donuts because the last 2 mornings(specifically around 4:30am) there have been deliveries taking place behind the property which is waking the houses up. Trucks idling for an hours, loud banging, yelling, etc.*

As I mentioned in our call earlier, the property manager, which we were able to direct questions at the hearing we received the certified letters to, mentioned that putting up a fence was not a matter or cost, but more the village approving the installation, which as you can see, is needed and needs to be required.

****PLEASE NOTE OUR NEW HOURS****
Monday - Friday
7:30 AM - 4:30 PM

PLAT OF SURVEY



N

W E

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0 30 60

GRAPHIC SCALE : 1" = 30'

LEGAL DESCRIPTIONS

PARCEL 1
LOTS 1 AND 2 IN PARKHURST SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTIONS 8 AND 9, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 22, 1924, AS DOCUMENT #244782 IN BOOK "N" OF PLATS, PAGE 33 IN LAKE COUNTY, ILLINOIS, (EXCEPTING THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE WESTERLY ON THE SOUTHERLY LINE OF SAID LOTS 1 & 2 TO THE SOUTHWEST CORNER OF SAID LOT 1, THENCE NORTHERLY ON THE WESTERLY LINE OF SAID LOT 1, FOR A DISTANCE OF 20.00 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID LOTS 1 AND 2 TO THE EASTERLY LINE OF SAID LOT 2; THENCE SOUTHERLY ON THE EASTERLY LINE OF LOT 2, FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING), IN LAKE COUNTY, ILLINOIS.

PARCEL 2
THAT PART OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 90° 00' 00" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 450.12 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH 90° 00' 00" WEST ALONG THE LAST DESCRIBED COURSE, 174.46 FEET; THENCE NORTH 3° 55' 22" EAST = MEASURED (NORTH 3° 55' 20" EAST = DEED), 451.06 FEET; THENCE NORTH 90° 00' 00" EAST ALONG A LINE 450.00 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST QUARTER, 143.66 FEET; THENCE SOUTH 0° 00' 26" WEST ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER (ALSO BEING ALONG THE WESTERLY LINE OF LOT 1 IN PARKHURST SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTIONS 8 AND 9, IN TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 22, 1924, AS DOCUMENT #244782 IN BOOK "N" OF PLATS, PAGE 33 IN LAKE COUNTY, ILLINOIS), 450.00 FEET TO THE POINT OF BEGINNING, EXCEPTING THAT PART DEDICATED FOR HIGHWAY PURPOSES BY DOCUMENT #1366751 AS RECORDED JANUARY 29, 1968 IN LAKE COUNTY, ILLINOIS AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER, THENCE SOUTH 90° 00' 00" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 450.12 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH 90° 00' 00" WEST ALONG THE LAST DESCRIBED COURSE, 174.46 FEET; THENCE NORTH 3° 55' 22" EAST = MEASURED (NORTH 3° 55' 20" EAST = DEED), 48.76 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF PETERSON ROAD (ILLINOIS STATE ROUTE #137); THENCE SOUTH 89° 57' 10" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 171.13 FEET; THENCE SOUTH 0° 00' 26" WEST, 48.50 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

LEGEND

☼	LIGHT POLE	▣	TELEPHONE BOX
○	POWER POLE	▣	AMT BOX
⊕	WELL	▣	COMED BOX
▬	SIGN	⊕	VALVE VAULT
+	STREET SIGN	□	INLET
☿	FIRE HYDRANT	⊞	CATCH BASIN
▮	MAILBOX	⊙	SANITARY MANHOLE
Ⓣ	TELEPHONE VAULT	●	BOLLARD

AREA CHART

PARCEL # 1	= 1.4062 AC. ±
PARCEL # 2	= 1.4505 AC. ±
GROSS AREA	= 2.8567 AC. ±

ABBREVIATIONS ON SURVEY

= R.	DISTANCE ON RECORDED PLAT OF SUBDIVISION
= REC.	DISTANCE ON RECORDED PLAT OF SUBDIVISION
= M.	MEASURED OR CALCULATED DISTANCE
= MEAS.	MEASURED OR CALCULATED DISTANCE
∠	ANGLE
ARC =	ARC LENGTH
CHORD =	CHORD LENGTH
P.O.B.=	POINT OF BEGINNING
P.O.C.=	POINT OF COMMENCEMENT

INDICATES 3/4" IRON PIPE (UNLESS NOTED OTHERWISE)

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS OF PRACTICE APPLICABLE TO BOUNDARY SURVEYS.

THIS PLAT OF SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE POLICY.

BOUNDARY SURVEYS ARE BASED UPON THE RECORDED SUBDIVISION PLAT IN CASES OF REGULAR SUBDIVISION LOTS. BOUNDARY SURVEYS OF PROPERTIES NOT A PART OF A REGULAR SUBDIVISION ARE BASED UPON TITLE INFORMATION PROVIDED BY THE PARTY REQUESTING THE SURVEY. BOUNDARY SURVEY PLATS REFLECT INFORMATION DISCOVERED BY THE SURVEYOR IN THE NORMAL COURSE OF WORK AND DOES NOT NECESSARILY SHOW EVERY POSSIBLE CONDITION AFFECTING THE PROPERTY. EASEMENTS, SERVITUDES, BUILDING ORDINANCES, ZONING, AND OTHER LEGAL ENCUMBRANCES MAY EXIST. CONSULT A TITLE ATTORNEY IF YOU WISH TO DISCOVER ALL THE LEGAL ENCUMBRANCES ATTACHED TO ANY PROPERTY.

REFER TO DEED OR GUARANTEE POLICY AND LOCAL ORDINANCES FOR BUILDING LINES AND EASEMENTS NOT SHOWN HEREON. COMPARE YOUR DESCRIPTION AND POINTS WITH THIS PLAT AND AT ONCE REPORT ANY APPARENT DIFFERENCE TO THE SURVEYOR.

BUILDING TIE DIMENSIONS SHALL NOT BE USED TO DETERMINE LOT LINE LOCATIONS.

ILLINOIS PROFESSIONAL LAND SURVEY AND PROF. ENG. DESIGN FIRM CORPORATION LICENCE NO. 184-001331 EXPIRES : 04/30/2007

STATE OF ILLINOIS
COUNTY OF McHENRY } S.S.

WE, HERITAGE LAND CONSULTANTS, LLC., DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY DESCRIBED HEREON AND THAT THE PLAT DRAWN IS A REPRESENTATION OF SAID SURVEY. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMALS THEREOF.

GIVEN UNDER MY HAND AND SEAL AT McHENRY, ILLINOIS
THIS 7th DAY OF SEPTEMBER 2006

TERRY L. VAN ALSTINE
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3053
LICENSE RENEWAL DATE : 11-30-2006

GRAND PLAZA – PLAT OF SURVEY

Heritage Land Consultants, LLC Mionske Surveying	SURVEYING / LAND PLANNING 758 ROCKVIEW DRIVE McHENRY, ILLINOIS 60050 (815)-344-3252	SCALE : 1" = 30' DATE : 9-7-2006 DATE OF FIELD WORK 8-25-2006	REVISIONS
PREPARED FOR: MARTIN		ADDRESS: PETERSON ROAD LIBERTYVILLE, ILLINOIS	
DRAWN BY: BHP	CHECKED BY: TVA	JOB NO. 2006-381	

To Whom It May Concern:

My name is Angelica Morici, and my husband and I, Patrick Morici, reside at 227 Cater Lane in Libertyville. Last month we received a certified letter from Martin Realty Company regarding a request made by Wynkoop Holdings, LLC to amend the zoning code at 216 Peterson Road in Libertyville, which if approved, would allow Lumberjaxe Axe Lounge to lease the property. As one of property owners that back up to that property, we attended the virtual meeting on March 15th that took place before the Plan Commission in the effort to understand the request as well as bring forward a number of concerns with the business as well as the entire Grand Place property itself. The primary concern we had for the business trying to lease the property, including the responses we received from the business owner of Lumberjaxe, are the following:

- If the business would remain open until 10-11PM most days of the week, would there be noise outside of the establishment, particularly in the back, where the homes reside? The business owner of Lumberjaxe affirmed that there would be no employee gatherings happening at all in the back of the building and any elimination of trash would happen the next morning at opening instead of after closing hours to eliminate noise of dumpsters slamming, etc.

The noise was a major concern for us since being one of the property owners neighboring the Grand Place property has been quite the challenge since we moved in. It has been a constant struggle managing the noise from the businesses within the strip mall as we see the noise ordinances not being followed. Some examples include the following:

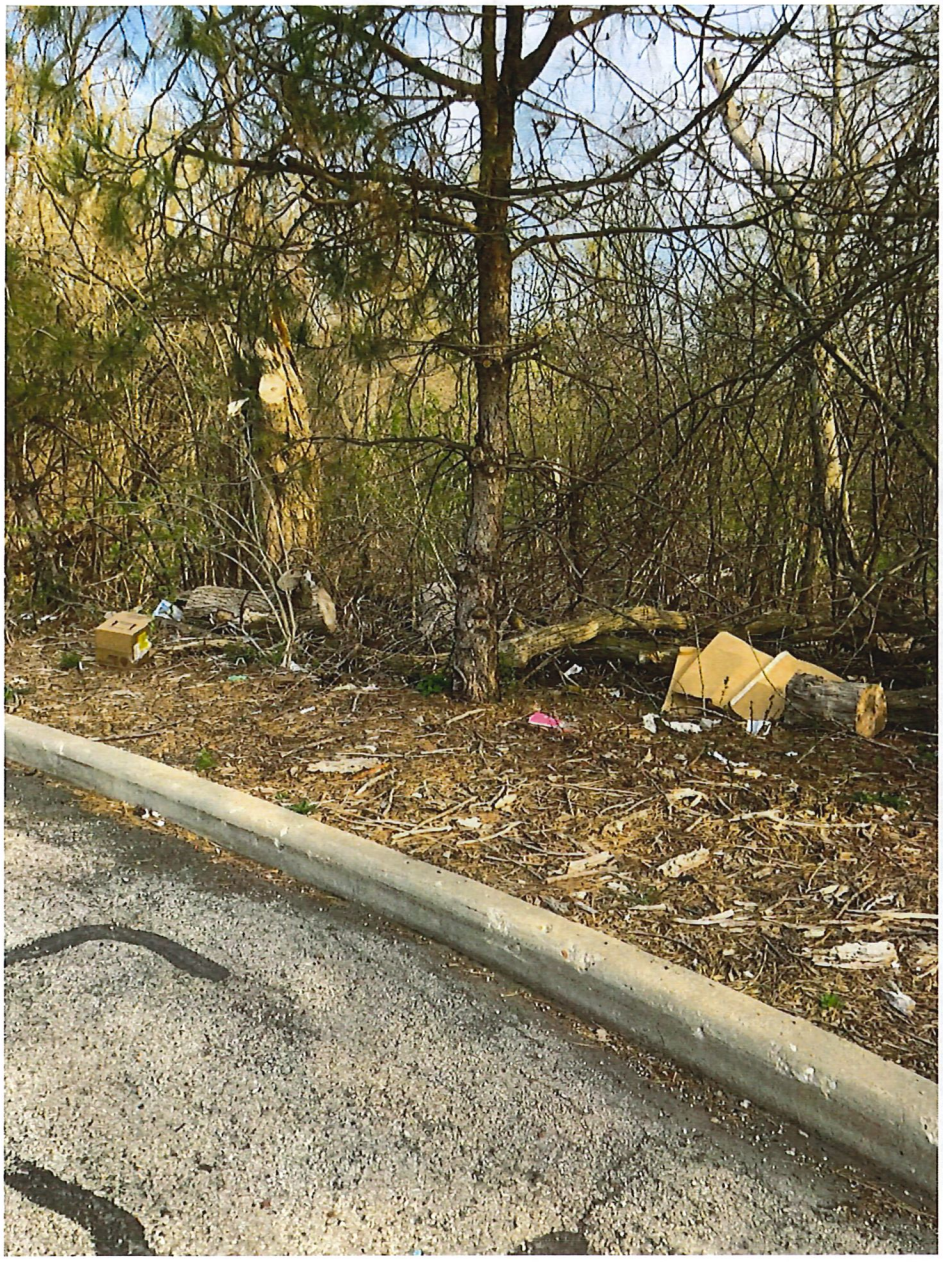
1. The Dunkin Donuts within the property is constantly scheduling deliveries during nighttime hours, for instance, after 10PM and sometimes as early as 4AM. At these times, these delivery trucks are idling for a good hour, doors are slamming, and delivery personnel are yelling and waking up the residences, which include many small children.
2. At one time, the property parking lot itself was being resurfaced after 10PM. The noise was excruciating so we had to call Libertyville Police to understand what was going on that could be making this type of noise. It lasted several hours.
3. Another instance included a restaurant in the strip mall having some type of cleaning happening after 10PM which also sparked a call to the Libertyville Police because of the amount and duration of the noise.
4. The biggest noise complaint, until recently, has been Groot Waste Management, which was picking up the trash behind the property multiple times a week, specifically 4:45AM. We first tried to remediate this through the City of Libertyville but were unsuccessful. We were finally able to head of the garbage truck driver with the Libertyville Police Department and he was notified of the noise ordinance that he was violating.

As bad as those experiences have been, there is also another major complaint we have with the Grand Place property. Currently, there is no fence that separates this property from the residences. Because of this, huge amounts of trash blow from that property into the yards of the residences as it is completely lined from edge to edge with garbage from the amount of trash the businesses generate.

Attached are some recent photographs that will show the extent of the wreckage from the waste generated and not controlled at this property. By contrast, there is also a picture attached of the fence line that separates the rest of the business from the residential area that starts at Milwaukee Avenue but then abruptly stops at the Grand Place property. The amount of debris is a complete health hazard as the families have small children running around the yards. It is attracting rodents, and quite frankly, it is embarrassing. As more businesses move into the strip mall, we can only imagine this will only get worse. At the virtual meeting we requested the property owner install a fence. The owner's response included that "it was not a matter of cost, but about the approval of the City of Libertyville to install one".

We moved to Libertyville for a family friendly experience and it has been anything but that living against this property. Our quality of life has been impacted by the noise and our yard is a constant landfill. Although the property is named the Grand Place, there is nothing Grand about it at all.

Current pictures of property line and trash hazard:



PUCCIO

Fence that lines other businesses against residential area:

Libertyville
spirit of independence

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 13, 2021

Agenda Item: **REPORT OF THE PLAN COMMISSION**
PC 21-01, Zoning Map Amendment from O-1 to R-7
PC 21-02, Text Amendment to Article 4 and Article 16 of the Libertyville Zoning Code
PC 21-03, Special Use Permit for a Planned Development
PC 21-04, Planned Development Concept Plan
4th Street Broadway LLC, Applicant
232 Fourth Street

Staff Recommendation to Plan Commission: Approve Zoning Map Amendment, Text Amendment, Special Use Permit, and Planned Development Concept Plan.

PC Recommendation: To approve Zoning Map Amendment, Special Use Permit, and Planned Development Concept Plan. Upon approval, ordinances will be drafted for Village Board action.

To deny Text Amendment to Libertyville Zoning Code.

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

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Background: 4th Street Broadway LLC is requesting a number of Village actions to allow construction of a seven (7) unit townhome development at 232 Fourth Street, the current location of Credit Union 1. The Plan Commission held a public hearing on the following requests on January 25, 2021 and March 15, 2021.

PC 21-01: **Zoning Map Amendment**. A request to rezone from O-1, Professional Services Office District to R-7, Single Family Attached Residential District. A motion to recommend Village Board of Trustees approval for a Zoning Map Amendment passed with a vote of 6 - 0 as the request is consistent with the 2030 Comprehensive Plan.

PC 21-02: **Text Amendment**. A request to lower the minimum lot required for a Planned Development from 36,000 square feet to 20,000 square feet. The petitioner noted that although there are other deviations from the Zoning Code, the main reason to request a Planned Development was to allow for an additional affordable dwelling unit. The site would allow for six (6) units and the petitioner is proposing seven (7) units. A motion to recommend to recommend Village Board of Trustees approval for a Text Amendment failed with a vote of 3 - 3.

Village Board Agenda Supplement
Page 2 of 2

PC 21-03: **Special Use Permit**. A motion to recommend Village Board of Trustees approval for a Special Use Permit at the site passed with a vote of 5 - 1, with the dissenter noting a consistency in his vote to recommend denial of the Text Amendment.

PC 21-04: **Planned Development Concept Plan**. During the course of the hearing, the Commission voiced concern over the original proposal that had a single entrance off of Fourth Street. The petitioner subsequently changed the plan to add an access to the existing alley. A motion to recommend Village Board of Trustees approval for a Planned Development Concept Plan passed with a vote of 4 - 2, subject to the conditions listed in the Report of the Plan Commission.

REPORT OF THE PLAN COMMISSION

REPORT ON: PC 21-01, PC 21-02, PC 21-03, and PC 21-04
4th Street Broadway LLC

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

Pursuant to the **APPLICATION** of **4TH STREET BROADWAY LLC**, being the **OWNER** of real estate located at **232 FOURTH STREET**, the **PLAN COMMISSION** of the Village of Libertyville held a **PUBLIC HEARING** to consider the **APPLICATION FOR AN AMENDMENT TO THE ZONING MAP OF THE VILLAGE OF LIBERTYVILLE IN ORDER TO REZONE PROPERTY FROM O-1, PROFESSIONAL SERVICES OFFICE DISTRICT TO R-7, SINGLE FAMILY ATTACHED RESIDENTIAL DISTRICT FOR PROPERTY LOCATED IN AN O-1, PROFESSIONAL SERVICES OFFICE DISTRICT; A TEXT AMENDMENT TO THE LIBERTYVILLE ZONING CODE ARTICLE 4, PART C, TABLE 4-1 AND ARTICLE 16, TABLE 16-1 REGARDING MINIMUM LOT AREA REQUIRED FOR PLANNED DEVELOPMENTS IN THE R-7, SINGLE FAMILY ATTACHED RESIDENTIAL DISTRICTS AND R-8, MULTIPLE FAMILY RESIDENTIAL DISTRICTS; A SPECIAL USE PERMIT FOR A PLANNED DEVELOPMENT IN ORDER TO DEVELOP A SINGLE FAMILY ATTACHED RESIDENTIAL DEVELOPMENT FOR PROPERTY TO BE LOCATED IN AN R-7 SINGLE FAMILY ATTACHED RESIDENTIAL DISTRICT; AND A PLANNED DEVELOPMENT CONCEPT PLAN IN ORDER TO DEVELOP A SINGLE FAMILY ATTACHED RESIDENTIAL DEVELOPMENT FOR PROPERTY TO BE LOCATED IN AN R-7 SINGLE FAMILY ATTACHED RESIDENTIAL DISTRICT, CHAPTER 26, SECTIONS 4-8.3 AND 16-13,** according to the provisions cited in the Libertyville Municipal code as amended, with the aforesaid real estate being described in Exhibit A, attached.

The aforesaid **PUBLIC HEARING** was duly advertised on **JANUARY 8, 2021**, and held virtually at **7:05 P.M.**, commencing on **JANUARY 25, 2021**, and concluding on **MARCH 15, 2021**.

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:

Petitioner's Request and Background:

The petitioner, Steven Spinell, 4th Street Broadway LLC, appeared before the Plan Commission at their January 25, 2021 meeting requesting (1) an Amendment to the Village of Libertyville Zoning Map in order to rezone property from O-1, Professional Services Office District to R-7, Single Family Attached Residential District, (2) a Text Amendment to the Libertyville Zoning Code Article 4, Part C, Table 4-1 and Article 16, Table 16-1 regarding Minimum Lot Area required for Planned Developments in the R-7, Single Family Attached Residential Districts and R-8, Multiple Family

Report of the Plan Commission, PC 21-01, PC 21-02, PC 21-03, and PC 21-04

Residential Districts, (3) a Special Use Permit for a Planned Development in order to develop a single family attached residential development, and (4) a Planned Development Concept Plan in order to develop a single family attached residential development for property located in an O-1, Professional Services Office District at 232 Fourth Street.

The subject site is a 0.53 acre parcel located at the southeast corner of Fourth Street and Broadway Avenue. It is currently occupied by a one-story office building, the Credit Union 1 financial institution. The site is currently zoned O-1, Professional Services Office District and bounded by residential and industrial zoning districts. The applicant is proposing to develop the site with two townhome buildings, one building with three units, and one with four units. With a combination of two or three bedrooms, six units are proposed to be 1,729 square feet and one unit would be 1,144 square feet. The applicant is proposing that the smaller unit would be rented as an attainable for a moderate income household. The market rate units would include two parking spaces in the garage, and the smaller unit would have one enclosed parking space.

During the course of the January 25, 2021 Plan Commission meeting the zoning requests were heard and deliberated upon and then continued to March 15, 2021 in order to provide the petitioner the opportunity to revise the proposed plans in response to comments given by both Village Staff and the Plan Commission.

The applicant has provided revised plans for review and comment. The applicant has removed the proposed detached garage and added two additional outdoor parking spaces for a total of seven outdoor parking spaces. The addition of the seven outdoor parking spaces to the individual town home garage spaces account for a total of 20 parking spaces on site. The site plan shows that the townhomes will front Broadway with vehicular access to the site would be taken from both Fourth Street and the public alley to the south.

In order to develop the proposed townhome development the applicant is seeking approval for the following zoning actions:

1. Rezone the subject property from O-1 to R-7. Staff is supportive of the rezoning as the Libertyville 2030 Comprehensive Plan Future Land Use Map indicates that the land use should be single family attached residential (SFAR).
2. A Text Amendment to the Zoning Code to permit a Planned Development on property of less than 36,000 square feet in the R-7 and R-8 districts by reducing the minimum required land area to 20,000 square feet. The subject site is approximately 22,932 square feet in area. The Zoning Code currently requires a minimum land area of not less than 36,000 square feet for Planned Developments.
    i. More specifically the request is for a Text Amendment to the Libertyville Zoning Code Article 4, Part C, Table 4-1. The minimum lot area for a Planned Development in the R-7 and R-8 districts is requested to be reduced from 36,000 square feet to 20,000 square feet.
    ii. Additionally, the request is for a Text Amendment to the Libertyville Zoning Code Article 16, Table 16-1. The minimum lot area for a Planned Development in the R-7 and R-8 districts is requested to be reduced from 36,000 square feet to 20,000 square feet.

Report of the Plan Commission, PC 21-01, PC 21-02, PC 21-03, and PC 21-04

3. A Special Use Permit for a Planned Development.
4. A Planned Development Concept Plan, with listed conditions.

Standards for a Map Amendment [PC 21-01]:

a. *The consistency of the proposed amendment with the purposes of this Code.* The neighborhood adjacent to the property contains properties with zoning consistent to the requested amendment.

b. *The existing uses and zoning classifications of properties in the vicinity of the subject property.* The neighborhood adjacent to the property contains properties designated with R-7 and R-8 Districts.

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 neighborhoods character includes both industrial uses that have existed for some time and residential uses consistent with the zoning being requested. The adjacent property is developed with a similar housing type of single family attached housing.

d. *The extent to which the value of the subject property is diminished by its present zoning classification.* The inherent value of the property is in the land and not the existing building.

e. *The extent to which such diminution in value is offset by an increase in the public health, safety and welfare.* Allowing the redevelopment consistent with the R-7 District will better serve the surrounding neighborhood.

f. *The extent, if any, to which the use and enjoyment of adjacent properties would be adversely affected by the proposed amendment.* The residential development is consistent with adjacent residential uses that have been developed, thus there will be no adverse impact.

g. *The extent, if any, to which the value of adjacent properties would be adversely affected by the proposed amendment.* The residential development is consistent with adjacent residential uses in both scale, density, and placement on the property so there will be no adverse impact to property values. The residential developments have co-existed with the existing commercial uses.

h. *The extent, if any, to which the future orderly development of adjacent properties would be adversely affected by the proposed amendment.* The majority of the adjacent neighborhood is developed, so development with a residential use will not adversely impact future development.

i. *The suitability of the subject property for uses permitted or specially permitted under its zoning classification.* The property can be utilized under its existing zoning classification but due to changes in the character of the neighboring area and reduction in the market for single story commercial structures, those uses would not be the highest and best use of the property.

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.* Access to the property is adequately provided from one curb cut to Fourth Street and access to the public alley.

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 existing utilities are adequate to allow for development for the proposed low density residential use.

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 property is currently occupied but will soon become vacant. Its best potential for re-use is for the rezoning to the R-7 District which is consistent with the 2030 Comprehensive Plan.

m. *The community need for the proposed amendment and for the uses and development it would allow.* There is a proven need and market for attached single family swelling units especially located near the Village's downtown. The project will provide an attainably priced residential unit which helps address this need within the community.

Standards for Special Use Permits [PC 21-03]:

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 Comprehensive Plan calls for the development of this neighborhood as Single Family attached. The project's layout and design are in conformance with the Plan recommendation and is in conformance with the R-7 zoning subject to allowable deviations.
2) *Adverse Impact*. The project is a low density single family attached project whose location on the property and its design and bulk are significantly in context with the surrounding neighborhood and will therefore have no adverse impact on surrounding properties.
3) *Interference with Surrounding Development*. The project has been designed in context with the surrounding buildings and uses so it will not dominate the buildings located in the immediate vicinity. Adequate open space and setbacks are provided so the development will fit in the with neighboring buildings.
4) *Adequate Public Facilities*. The existing utilities are sufficient to serve the property and the project. The project's lot density, design, and location mean the Village services are adequate to serve the project.
5) *Traffic Congestion*. The project comprises 7 single family attached residential units and is located on a corner lot. The existing road network has more than adequate capacity to serve the traffic generated by the project. The number of on-site parking spaces along with existing street parking are adequate to serve the project's residents and guests.

6) *Destruction of Significant Features*. The existing building has no historic or architectural features that demolition will cause the Village to lose. The majority of the property is paved so there are no natural features that will be lost.
7) *Compliance with Standards*. The project will comply with the submitted plans and the deviations from the underlying zoning allowed by the approved of the Planned Development.

Standards for Planned Developments [PC 21-04]:

a. Special Use Permit Standards. No special use permit for a planned development shall be recommended or granted pursuant to this Section 16-13 unless the applicant shall establish that the proposed development will meet each of the standards made applicable to special permit uses pursuant to Section 16-9 of this Code.

b. Additional Standards for All Planned Developments. No special use permit for a planned development shall be recommended or granted unless the applicant shall establish that the proposed development will meet each of the following additional standards:

1) *Unified Ownership Required*. The property is owned and proposed to be developed by one ownership entity.
2) *Minimum Area*. The Zoning Code requires a minimum lot area of 36,000 square feet for a Planned Development in the R-7 District. The applicant has submitted a request for Text Amendment to allow for a Planned Development on smaller parcels. The proposal will assist in the redevelopment of parcels in the Village by allowing for the flexibility needed for these smaller parcels located near the Village's downtown area.
3) *Covenants and Restrictions to be Enforceable by Village*. The owner and developer will abide by any covenants and restrictions that the Village may impose upon approval of the Planned Development.
4) *Public Open Space and Contributions*. The project provides for sufficient open space within the property to serve the type of residential use proposed. The developer will make the required monetary donation called for per Village ordinance. The submitted landscape plans provides landscaping that is more extensive than the existing building provides and is compatible with neighboring properties.
5) *Common Open Space*. The project provides for sufficient open space within the property to serve the type of residential use proposed. The developer will make the required monetary donation called for per Village ordinance. The submitted landscape plans provides landscaping that is more extensive than the existing building provides and is compatible with neighboring properties.
6) *Vehicular Trip Reduction Features*. The location of property is near to the downtown area and public transportation which serves to mitigate automobile trips on the roadway network.

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 AN AMENDMENT TO THE ZONING MAP OF THE VILLAGE OF LIBERTYVILLE IN**

Report of the Plan Commission, PC 21-01, PC 21-02, PC 21-03, and PC 21-04

ORDER TO REZONE PROPERTY FROM O-1, PROFESSIONAL SERVICES OFFICE DISTRICT TO R-7, SINGLE FAMILY ATTACHED RESIDENTIAL DISTRICT FOR PROPERTY LOCATED IN AN O-1, PROFESSIONAL SERVICES OFFICE DISTRICT be **APPROVED**.

The vote of the Plan Commission recommending **APPROVAL** was 6 - 0, recorded as follows:

AYES: MOORE, FLORES, OAKLEY, PYTER, SCHULTZ, STEFFE

NAYS: NONE

ABSENT: KRUMMICK

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 TEXT AMENDMENT TO THE LIBERTYVILLE ZONING CODE ARTICLE 4, PART C, TABLE 4-1 AND ARTICLE 16, TABLE 16-1 REGARDING MINIMUM LOT AREA REQUIRED FOR PLANNED DEVELOPMENTS IN THE R-7, SINGLE FAMILY ATTACHED RESIDENTIAL DISTRICTS AND R-8, MULTIPLE FAMILY RESIDENTIAL DISTRICTS** be **DENIED**.

The vote of the Plan Commission recommending **APPROVAL** was 3 - 3, recorded as follows:

AYES: FLORES, STEFFE, SCHULTZ

NAYS: MOORE, OAKLEY PYTER

ABSENT: KRUMMICK

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 PLANNED DEVELOPMENT IN ORDER TO DEVELOP A SINGLE FAMILY ATTACHED RESIDENTIAL DEVELOPMENT FOR PROPERTY TO BE LOCATED IN AN R-7 SINGLE FAMILY ATTACHED RESIDENTIAL DISTRICT** be **APPROVED**.

The vote of the Plan Commission recommending **APPROVAL** was 5 - 1, recorded as follows:

AYES: FLORES, OAKLEY, PYTER, SCHULTZ, STEFFE

NAYS: MOORE

ABSENT: KRUMMICK

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 PLANNED DEVELOPMENT CONCEPT PLAN IN ORDER TO DEVELOP A SINGLE**

Report of the Plan Commission, PC 21-01, PC 21-02, PC 21-03, and PC 21-04

FAMILY ATTACHED RESIDENTIAL DEVELOPMENT FOR PROPERTY TO BE LOCATED IN AN R-7 SINGLE FAMILY ATTACHED RESIDENTIAL DISTRICT be **APPROVE, SUBJECT TO THE FOLLOWING CONDITIONS:**

1. **THAT AT THE TIME OF PLANNED DEVELOPMENT FINAL PLAN APPLICATION SUBMITTAL ALL OF THE REVIEW COMMENTS IN THE CIVILTECH ENGINEERING, INC. TECHNICAL MEMORANDUM DATED MARCH 8, 2021 SHALL BE ADDRESSED WITH THE APPROPRIATE REVISIONS TO THE SITE PLAN AND WITH A WRITTEN RESPONSE TO EACH COMMENT.**
2. **THAT AT THE TIME OF PLANNED DEVELOPMENT FINAL PLAN APPLICATION SUBMITTAL CORRESPONDENCE FROM GROOT WASTE MANAGEMENT SERVICES SHALL BE SUBMITTED THAT STIPULATES THEIR REQUIREMENT FOR THE LOCATION OF THE WASTE BINS FOR TRASH AND RECYCLING PICK-UP.**
3. **THAT AT THE TIME OF PLANNED DEVELOPMENT FINAL PLAN APPLICATION SUBMITTAL THE PROPOSED TOWNHOME GARAGE FLOOR PLANS SHALL COMPLY WITH THE DIMENSIONAL REQUIREMENTS AS STIPULATED IN ZONING CODE ARTICLE 26-10.1.5(C)(5)(A).**
4. **THAT AT THE TIME OF PLANNED DEVELOPMENT FINAL PLAN APPLICATION SUBMITTAL THE SITE PLAN AND CIVIL ENGINEERING PLANS SHALL SHOW COMPLIANCE WITH ZONING CODE ARTICLE 26-10.1.4(D)(6) AS IT RELATES TO THE PARKING LOT BORDERED BY A SIX (6) INCH HIGH CONCRETE CURB.**
5. **THAT AT THE TIME OF PLANNED DEVELOPMENT FINAL PLAN APPLICATION SUBMITTAL ADDITIONAL EVERGREEN LANDSCAPING SHALL BE ADDED ALONG THE EAST END OF THE OUTDOOR PARKING SPACES FOR SCREENING PER THE ZONING CODE AND SHOWN ON THE FINAL LANDSCAPE PLAN.**
6. **THE PARCEL BOUNDARY SHOWN ON THE PLAT OF SURVEY FOR LOT 7 DOES NOT MATCH THE BOUNDARY FOR THIS PARCEL SHOWN ON THE LAKE COUNTY TAX MAP. ACCORDING TO THE TAX MAP, THE NORTHERLY ½ OF THE VACATED PORTION OF THE ALLEY IS PART OF THIS PARCEL (PIN 11-16-418-009). THIS DISCREPANCY, IF APPLICABLE, SHALL BE RECTIFIED AT THE TIME OF PLANNED DEVELOPMENT FINAL PLAN APPLICATION SUBMITTAL.**
7. **THAT THE REMAINING ENGINEERING DIVISION REVIEW COMMENTS PROVIDED IN THE DRC STAFF REPORT DATED MARCH 9, 2021 BE ADDRESSED ON A POINT BY POINT BASIS AT THE TIME OF PLANNED DEVELOPMENT FINAL PLAN APPLICATION SUBMITTAL.**

The vote of the Plan Commission recommending **APPROVAL** was 4 - 2, recorded as follows:

AYES: FLORES, OAKLEY, SCHULTZ, STEFFE

NAYS: MOORE, PYTER

ABSENT: KRUMMICK

Report of the Plan Commission, PC 21-01, PC 21-02, PC 21-03, and PC 21-04

Respectfully Submitted, April 6, 2021.

_____
Chair, Plan Commission

_____
Secretary, Plan Commission

Report of the Plan Commission, PC 21-01, PC 21-02, PC 21-03, and PC 21-04

EXHIBIT A

Legal Description of the Property

Lots 7, 8, 9 and 10 (Except the South 43 Feet of Said Lots 9 and 10) in Block 18 in C. Frank Wright's Addition to Libertyville, Being a Subdivision of Parts of Sections 15, 16, 21 and 22, Township 44 North Range 11, East of the Third Principal Meridian, According to the Plat Thereof Recorded July 24, 1893 as Document No. 55584 in Book "C" of Plats, Pages 66 and 67, in Lake County, Illinois.

Address: 232 Fourth Street, Libertyville, Illinois
P.I.N. 11-16-418-006
11-16-418-008 (Broadway)
11-16-418-009 (Broadway)

EXCERPTS FROM APPEARANCE REVIEW COMMISSION AND PLAN COMMISSION MEETING MINUTES

January 18, 2021, Appearance Review commission Meeting Minutes

ARC 20-48 Steven Spinell, Authorized Agent for 4th Street Broadway LLC.
232 Fourth Street

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

Mr. Steven Spinell, Mr. Bernie Citron, Ms. Mary Bak, and Mr. Steve Francis, authorized agents for 4th Street Broadway LLC, presented the proposed building facades, landscaping, and lighting for 232 Fourth Street. Mr. Francis stated the proposal has been revised based on feedback provided during the December 2020 meeting. Mr. Francis stated these revisions include updating the westernmost unit of the three-unit building along Fourth Street. Mr. Francis stated this façade has been designed to be an end unit where the entry is located off Fourth Street instead of Broadway Street. Mr. Francis stated the landscaping along the front elevation of Broadway Street has been updated to provide sufficient screening of the utility equipment. Mr. Francis stated that a four (4) foot vinyl fence has been proposed along the driveway in the southwest portion of the property. Mr. Francis stated the fence connects with the six (6) foot privacy fence located along the south property line. Mr. Sandine showed the location of the vinyl screening for the Commission to review. Chairman Robbins questioned the reasoning for the vinyl fence. Mr. Francis stated the fence will assist in providing screening for the air conditioning equipment located in the islands along the driveway. Chairman Robbins questioned if the fence allows compliance of the air conditioning equipment with the Zoning Code. Mr. Sandine stated the fence will help with the screening, although there will still likely be sightlines from the driveway. Mr. Sandine noted that the R-7 Zoning Code does not require screening of air conditioning equipment if they are located outside of the setback, however, it is strongly encouraged. Chairman Robbins confirmed there is an opportunity to bend the regulations through the Planned Development process. Mr. Sandine noted the air conditioning equipment along Fourth Street is located within a setback and will need to be completely screened.

Chairman Robbins questioned how snow removal will be accomplished through the fee-simple process and with each unit individually sold. Mr. Spinell stated the project is not a fee-simple project and each unit will be a rental. Mr. Spinell stated a formal management company will handle the snow removal efforts. Chairman Robbins noted how snow removal in other areas of the Village have resulted in fences quickly deteriorating. Chairman Robbins questioned who will support the fence once it starts to deteriorate. Mr. Spinell stated he plans for the project to be a rental community that is owned by his group. Mr. Spinell stated the fence will be owned and maintained by the rental entity that owns all seven (7) units. Chairman Robbins questioned if the fee-simple project will have seven (7) units held by one (1) holding company. Mr. Spinell stated the "fee-simple" term does not accurately describe this project but indicated that one entity will own all seven (7) units and they will be responsible for the maintenance (i.e. landscaping, snow removal, fence maintenance).

Chairman Robbins requested to review the Staff comments. Chairman Robbins questioned how the refuse containers will be contained. Mr. Francis refuse will be handled similarly to a single-family house where each unit will have a refuse container held within their individual garage.

Chairman Robbins stated that the landscaping appears to have been augmented on the front façade near the utility equipment. Mr. Francis stated additional landscaping has been added that will grow tall enough to be able to screen the utility equipment, but not interfere with the windows. Chairman Robbins confirmed the applicant will work with the neighboring property owners on tree removals. Chairman Robbins questioned the number of parking spaces. Mr. Francis stated there will be twenty (20) total parking spaces on site.

Commissioner Flader questioned the variety of landscaping to be installed in front of the utility connections. Mr. Francis stated there will be a variety of arborvitae and upright hydrangea. Commissioner Flader stated the hydrangea will not provide screening in the wintertime. Mr. Francis stated the hydrangea will have foliage year-round. Commissioner Flader stated hydrangea are usually sticks with a ball on the top in the winter. Mr. Francis stated these hydrangeas are a different variety, "Incrediball", which keeps their foliage year-round. Commissioner Flader stated he was not aware of that variety. Commissioner Flader questioned the type of arborvitae. Mr. Francis stated they will be an upright arborvitae that will be trimmed to avoid interfering with elements on the building. Commissioner Flader stated the arborvitae can be challenging to trim, noting that once the top has been cut, it will not grow back. Mr. Francis stated he understands the challenges with trimming arborvitae. Mr. Spinell questioned if there is an alternate planting that would be preferred. Commissioner Flader stated that height becomes the issue when trying to stay under windows, indicating that yews and boxwoods are likely the only solutions. Commissioner Flader stated the arborvitae can grow tall and wide, depending on the species, which can make it challenging to maintain. Mr. Spinell questioned if there is a preferred alternate. Commissioner Flader recommended a larger yew instead of a boxwood, since it will be manageable. Mr. Spinell stated he is okay with making that change in planting material. Commissioner Flader stated it is a better maintenance plan long-term with this planting material.

Commissioner Burger stated the applicant should consider changing the vinyl fence to wood. Commissioner Burger stated the vinyl fence may be prone to cracking in colder winters. Mr. Spinell stated he is open to making that change so it is consistent with the rest of the wooden fence on the property. Chairman Robbins stated he is okay with a wooden fence, which may be a better long-term option. Commissioner Burger stated she has owned both fencing products but noted that the vinyl can be poor in windy conditions. Mr. Spinell stated he prefers a wooden product and is open to the change in material. Chairman Robbins stated the change to the elevation helps address Fourth Street.

Commissioner Flader made a motion, seconded by Commissioner Tarello, to recommend the Plan Commission/Zoning Board of Appeals approve the application for new building facades, landscaping, and lighting at 232 Fourth Street, subject to the following conditions: 1) Change out the material of the vinyl fence to be a wooden fence; and 2) Change out the arborvitae plantings for larger yew plantings in front of the utilities along Broadway Street.

Motion carried 4 - 0.

December 21, 2020, Appearance Review Commission Meeting Minutes

ARC 20-48 Steven Spinell, Authorized Agent for 4th Street Broadway LLC.
232 Fourth Street

Request is for new building facades, landscaping and lighting.

Mr. Steven Spinell, Mr. Steve Francis, and Ms. Mary Bak, authorized agents for 4th Street Broadway LLC, presented the proposed building facades, landscaping and lighting for 232 Fourth Street. Mr. Spinell stated he has been through the zoning process in the Village of Libertyville before and he is excited to live and work in the community. Mr. Francis stated the proposal is a 7-unit, single-family attached townhome building on the corner of Fourth Street and Broadway Avenue. Mr. Francis stated the development is just below the threshold for the lot coverage. Mr. Francis stated the development will be split into a 3-unit and a 4-unit building, with an attainable unit in the 3-unit building. Mr. Francis stated the development will have five (5) outdoor parking spaces and indoor parking within the buildings. Mr. Francis stated the elevations show a three-story type unit, with a garage and small living space on the first floor, the main living space on the second floors, and the bedrooms on the upper floor. Mr. Francis stated there is a mixture of two-bedroom and three-bedroom units, while the attainable unit will be two-bedrooms. Mr. Francis stated the exterior will be comprised of masonry on the lower level and wrap the building. Mr. Francis stated there will be infill elements to break up the massing and shake/composite siding. Mr. Francis stated there will be maintenance free windows, decking, and doors. Mr. Francis stated there is an external garage on the rear of the property for additional covered parking. Mr. Francis showed the Commission a similar project that is being completed in Deerfield, Illinois. Mr. Francis stated there are three (3) different light fixtures on the building, one on the rear of the building, one on the garage, and one on underneath the eave on the front facade. Mr. Francis stated there is new landscaping to be installed on the site and several trees will be removed to accommodate the changes.

Chairman Robbins confirmed Staff Comment #6 in relation to the width of the drive aisle, aprons, and balcony is just a statement of condition instead of an assessment. Chairman Robbins stated Staff Comment #3 in relation to the utilities will be placed on the north side of the building. Mr. Francis stated the gas and utility meter will be placed on the front of the building for the inside units. Mr. Francis stated the Landscape Plan shows that the utilities may be masked by certain landscape features. Mr. Francis stated plantings have also been added for the A/C units. Chairman Robbins questioned if there is any way to get the utilities to the rear of the building. Mr. Francis stated there is no room for anything else at the rear of the building. Mr. Spinell stated the most efficient way to have the utilities is on the front of the structure. Chairman Robbins stated it is a matter of aesthetics instead of efficiency, noting it is unfortunate that is the only location that will work.

Chairman Robbins questioned if this proposal is obligated to have a full perimeter landscape buffer. Mr. Spoden stated the proposal is coming through as a Planned Development and a change to the Zoning from O-1 to R-7. Mr. Spoden stated that the R-7 Zoning District does not require landscaping although it is encouraged. Chairman Robbins stated he is not excited about the prospect of 20 cars down the driveway right next to the neighboring house. Chairman Robbins stated snow removal may be difficult at this location so that the fence is not torn apart in the first winter. Commissioner Flader stated he agrees that the snow will need to be carefully removed and pushed towards the east. Commissioner Flader questioned if the neighboring driveway is along the fence. Mr. Spinell stated the neighbor accesses his garage via the alleyway. Mr. Spinell stated he has experience managing similar properties and understands how to remove the snow if issues arise. Commissioner Burger stated she has personal experience with a similar development where phasing may be required as the lot is cleared. Mr. Spinell stated the outdoor parking is guest

parking. Mr. Spinell stated each townhome will have a two-car garage except for the workforce townhome.

Commissioner Flader questioned if there is an option for a utility type closet where they can be stored. Commissioner Flader suggested a small area on each building. Mr. Spinell stated there is an option for that, however, these townhomes will be developed as a fee-simple unit. Mr. Spinell stated he does not believe having a shared location is an option for the fee-simple style of unit. Mr. Spinell stated he is amenable to increase the amount of landscaping for screening. Mr. Francis stated public utility gas meters will not be allowed to be put inside and shared utilities are not an option.

Chairman Robbins questioned some of the notations on the exterior elevations. Chairman Robbins questioned Sheet A4.0, Rear Elevation, and Key Note #13 - 2 1/4" Cut Stone Sill. Mr. Francis stated the sill is right below the deck and the arrow is slightly incorrect. Chairman Robbins questioned Sheet A4.0, Rear Elevation, and Key Note #6 - Band Board. Mr. Francis stated the arrow is a typical siding/masonry condition. Mr. Francis stated the stone is about 4-inches further than the siding. Chairman Robbins confirmed the stone veneer will be full thickness. Chairman Robbins notes the Side Elevation shows the projection. Chairman Robbins questioned the overall height. Mr. Francis stated the height is 36-feet to the ridge, as measured from grade. Mr. Francis stated the T/F is 6-inches above grade, which is typical. Chairman Robbins stated the interior layout shows an exterior door, but the elevation does not. Mr. Francis stated a door will not be on the exterior. Chairman Robbins questioned why the side elevations are identical and not addressing the street corner. Mr. Francis stated the A-Unit is on the end and made to be the same. Mr. Spinell confirmed the request is to spruce up the elevation facing Fourth Street so it does not look like the side of a building. Chairman Robbins stated there appears to be an opportunity to address Fourth Street. Mr. Spinell stated that is something they can look into and address.

Chairman Robbins confirmed the hanging light fixture will be located below the canopy roof. Chairman Robbins confirmed there is no site lighting. Mr. Francis stated the lights along the front and back of the building will be enough for the site. Chairman Robbins confirmed there will still be a light on the garage. Mr. Spinell stated there will be a photocell on the lights, so they turn on automatically without needing to be turned on by the residents. Chairman Robbins questioned the height of the garage. Mr. Francis stated the height will be 14'-8" to the peak. Chairman Robbins confirmed that measurement is from grade. Commissioner Burger questioned if any other parking lot lighting will be installed. Mr. Francis stated only the building lighting will be utilized. Chairman Robbins confirmed the engineering plans appear to show the water will be captured in the parking area and then drained away.

Commissioner Flader stated the landscaping looks good overall. Commissioner Flader stated a few items to touch on is around the utility meters. Commissioner Flader stated conifers or evergreen plantings will need to be installed for screening. Commissioner Flader suggested coordinating the Fire Department access so that the landscaping will still work with their needs. Commissioner Flader questioned if any additional landscaping will be installed around the proposed garage. Mr. Francis stated there will just be seed at this time. Mr. Spinell stated there is a 6-foot fence to be installed along the southern property line, as well.

Chairman Robbins stated it does not appear that there is enough room to have proper landscaping to screen the air conditioning equipment. Chairman Robbins stated in lieu of landscaping, a fence

may need to be installed. Mr. Francis stated there is a little bit of room for landscaping. Mr. Spinell stated it will need to be a hearty planting that can be resilient to the winter. Commissioner Flader suggested a fence may be a better option instead of the tall grasses. Mr. Sandine stated the Village will look for the air conditioning equipment to be fully screened to the height of the structure from off-site. Mr. Sandine stated a similar project on Winchester Road saw that they had certain clearance requirements for the air conditioning equipment, and they opted for a fence at the ends of the driveway to provide the necessary screening. Commissioner Flader stated the fence may be a better option to keep it cleaner. Mr. Spinell stated they have no issues with the fence option.

Chairman Robbins confirmed if all vents will be passing through the roof on the rear side of the ridge. Chairman Robbins questioned how the Commission would like to proceed. Chairman Robbins stated there is an opportunity for the Commission to look at a few of these items prior to the Plan Commission/Zoning Board of Appeals meeting in January. Commissioner Flader stated he does not have a preference either way. Commissioner Burger suggested a continuance so that a few of these options get resolved. Mr. Spinell confirmed the list of items to be addressed include the elevation along Fourth Street, update the Landscape Plan to screen utilities along the front facade, provide a fence exhibit to show compliance with screening the air conditioning units, and update the elevations/key notes, as discussed.

Commissioner Burger made a motion, seconded by Commissioner Flader, to continue the application for new building facades, landscaping, and lighting at 232 Fourth Street, to the January 18, 2021, Appearance Review Commission meeting.

Motion carried 3 - 0.

Draft March 15, 2021, Plan Commission Meeting Minutes

PC 21-01 4th Street Broadway, LLC, Applicant
232 Fourth Street

Request is for an Amendment to the Zoning Map of the Village of Libertyville in order to rezone property from O-1, Professional Services Office District to R-7, Single Family Attached Residential District for property located in an O-1, Professional Services Office District.

PC 21-02 4th Street Broadway, LLC, Applicant
232 Fourth Street

Request is for a Text Amendment to the Libertyville Zoning Code Article 4, Part C, Table 4-1 and Article 16, Table 16-1 regarding Minimum Lot Area required for Planned Developments in the R-7, Single Family Attached Residential Districts and R-8, Multiple Family Residential Districts.

PC 21-03 4th Street Broadway, LLC, Applicant
232 Fourth Street

Request is for a Special Use Permit for a Planned Development in order to develop a single family attached residential development for property located in an O-1,

Professional Services Office District.

PC 21-04 4th Street Broadway, LLC, Applicant
232 Fourth Street

Request is for a Planned Development Concept Plan in order to develop a single family attached residential development for property located in an O-1, Professional Services Office District.

Mr. Bernard Citron, attorney for the applicant, presented revisions to the proposed development plans. He stated that the stand-alone detached garage has been removed from the plans. He stated that they have provided a second driveway access to the neighboring alley. He stated that they have reduced the width of the dwelling units which has enabled them to increase the setback from the Fourth Street right-of-way property line. He stated that they have kept the height of the units at 36 feet. He stated that they have relocated certain HVAC ground-mounted units to be Code compliant.

Mr. Citron stated that the proposal to reduce the minimum required land area for Planned Developments in the R-7 and R-8 Districts will have a Village-wide benefit as there are other smaller infill development opportunities throughout the Village. He stated that they are proposing six (6) market rate townhome dwelling units plus one (1) attainable townhome dwelling unit for a total of seven (7) units. He stated that the Planned Development standards are designed for a site such as the subject parcel. He stated that the proposed land use satisfies the Comprehensive Plan land use designation and that it meets the standards for the Planned Development.

Ms. Debra Ader, 223 Fifth Street resident, stated that she has concerns about the driveway accessing the alley and that she is concerned about the increase in traffic. Mr. Citron stated that since there are only seven (7) dwelling units proposed the impact on local traffic will be minimal.

Mr. Tim Doran, traffic engineer for the applicant, stated that with the revised site plan design that allows exiting out to the alley, garbage trucks can enter from Fourth Street and then exit out onto the alley without the need to back out onto the street.

Ms. Ader stated that traffic backs up on Route 176 as it is today. Mr. Doran stated that the vehicular trips generated from the proposed development will be very low.

Ms. Ader stated that she is concerned about the maintenance of the sidewalks. Mr. Steve Spinell, applicant, stated that the Homeowners' Association will be responsible.

Mr. Perry Zukowski, stated that the alley is currently in poor condition. Mr. Jeff Cooper, Village Engineer, stated that the alley should be maintained by the Village of Libertyville. He stated that the Village may do some spot patch repairs in the alley this coming summer. He stated that no construction traffic is permitted in the alley.

Mr. Zukowski stated that the adjacent house property should be incorporated into the development. Mr. Citron stated that they do not intend to purchase the adjacent property.

Mr. Jamie Sefton, stated that he is concerned about the number of variations and the proposed density that the applicant is seeking.

Mr. David Smith, Senior Planner, stated that the applicant is seeking approval for a Planned Development. He stated that a Planned Development allows for the relaxation of certain Zoning Code requirements in lieu of the requirement to request variations.

Mr. John Spoden, Director of Community Development, stated that the proposed gabled roof does increase the height of the structures and that corner lots do seem to trigger more variations or in this case deviations from the Zoning Code.

Ms. Nicole Drake stated that she is concerned that the proposed parking lot empties into the alley.

Ms. Katia Chernik stated that she is concerned that the proposed development will have an impact on the nearby school.

Commissioner Pyter asked about the adjacent private driveway to the east and if it poses an opportunity for cut through traffic from the development. Mr. Citron stated that there should be no reason for traffic to cut through to Fifth Street. He stated that proper signage can be installed to control potential cut through traffic.

Mr. Doran stated that people do not generally drive down alleys.

Commissioner Pyter stated that he is concerned about vehicles getting in and out of the townhome garages and he is concerned about the traffic movement in general.

Commissioner Schultz stated that he likes the changes that the applicant has made to the site plan.

Commissioner Steffe stated that he likes the revisions to the plan as well. He stated that including access from the alley has made an improvement to the plan.

Commissioner Oakley stated that the revisions to the plan are better. He asked if the applicant has approached the neighboring property owner about acquiring their property. Mr. Citron stated that the development will not change even with the incorporation of the neighboring property.

Commissioner Oakley asked how the development will connect to the water main. Mr. Citron stated that they will tie into the water main to the east.

Commissioner Flores stated that the changes have made the plan better. She stated that she is concerned about the proposed location of the AC units next to the garage doors. Mr. Steve Francis, architect for the applicant, stated that the garage doors are 10 feet wide and should be wide enough for vehicles to maneuver in and out without being encumbered by the AC units but they can review the site plan to see if there are alternate locations for the AC units.

Chairman Moore stated that he does not support the text amendment to reduce the Planned Development minimum required land area. He stated that the six (6) deviations from the Zoning Code are a lot. He asked the applicant if they are ready for the Plan Commission to proceed with their vote. Mr. Citron stated that they are ready for the Plan Commission to render their recommendation.

In the matter of PC 21-01, Commissioner Oakley moved, seconded by Commissioner Steffe, to recommend that the Village Board of Trustees approve an Amendment to the Zoning Map of the Village of Libertyville in order to rezone property from O-1, Professional Services Office District

to

R-7, Single Family Attached Residential District for property located in an O-1, Professional Services Office District.

Motion carried 6 - 0.

Ayes: Moore, Flores, Oakley, Pyter, Steffe, Schultz
Nays: None
Absent: Krummick

In the matter of PC 21-02, Commissioner Flores moved, seconded by Commissioner Steffe, to recommend that the Village Board of Trustees approve a Text Amendment to the Libertyville Zoning Code Article 4, Part C, Table 4-1 and Article 16, Table 16-1 regarding Minimum Lot Area required for Planned Developments in the R-7, Single Family Attached Residential Districts and R-8, Multiple Family Residential Districts.

Motion failed 3 - 3.

Ayes: Flores, Steffe, Schultz
Nays: Moore, Oakley, Pyter
Absent: Krummick

In the matter of PC 21-03, Commissioner Oakley moved, seconded by Commissioner Schultz, to recommend that the Village Board of Trustees approve a Special Use Permit for a Planned Development in order to develop a single family attached residential development for property to be located in an R-7, Single Family Attached Residential District at 232 Fourth Street, in accordance with the plans submitted.

Motion carried 5 - 1.

Ayes: Flores, Oakley, Pyter, Steffe, Schultz
Nays: Moore
Absent: Krummick

In the matter of PC 21-04, Commissioner Flores moved, seconded by Commissioner Steffe, to recommend that the Village Board of Trustees approve a Planned Development Concept Plan in order to develop a single family attached residential development for property to be located in an R-7, Single Family Attached Residential District at 232 Fourth Street, subject to the following conditions:

1. *That at the time of Planned Development Final Plan application submittal all of the review comments in the Civiltech Engineering, Inc. Technical Memorandum dated March 8, 2021 shall be addressed with the appropriate revisions to the site plan and with a written response to each comment.*
2. *That at the time of Planned Development Final Plan application submittal correspondence from Groot Waste Management Services shall be submitted that stipulates their*

requirement for the location of the waste bins for trash and recycling pick-up.

3. *That at the time of Planned Development Final Plan application submittal the proposed townhome garage floor plans shall comply with the dimensional requirements as stipulated in Zoning Code Article 26-10.1.5(c)(5)(a).*
4. *That at the time of Planned Development Final Plan application submittal the site plan and civil engineering plans shall show compliance with Zoning Code Article 26-10.1.4(d)(6) as it relates to the parking lot bordered by a six (6) inch high concrete curb.*
5. *That at the time of Planned Development Final Plan application submittal additional evergreen landscaping shall be added along the east end of the outdoor parking spaces for screening per the Zoning Code and shown on the Final Landscape Plan.*
6. *The parcel boundary shown on the Plat of Survey for Lot 7 does not match the boundary for this parcel shown on the Lake County tax map. According to the tax map, the northerly ½ of the vacated portion of the alley is part of this parcel (PIN 11-16-418-009). This discrepancy, if applicable, shall be rectified at the time of Planned Development Final Plan application submittal.*
7. *That the remaining Engineering Division review comments provided in the DRC Staff report dated March 9, 2021 be addressed on a point by point basis at the time of Planned Development Final Plan application submittal.*

Motion carried 4 - 2.

Ayes: *Flores, Oakley, Steffe, Schultz*
Nays: *Moore, Pyter*
Absent: *Krummick*

January 25, 2021, Plan Commission Meeting Minutes

PC 21-01 4th Street Broadway, LLC, Applicant
232 Fourth Street

Request is for an Amendment to the Zoning Map of the Village of Libertyville in order to rezone property from O-1, Professional Services Office District to R-7, Single Family Attached Residential District for property located in the O-1, Professional Services Office District at 232 Fourth Street.

PC 21-02 4th Street Broadway, LLC, Applicant
232 Fourth Street

Request is for a Text Amendment to the Libertyville Zoning Code Article 4, Part C, Table 4-1 and Article 16, Table 16-1 regarding Minimum Lot Area required for Planned Developments in the R-7, Single Family Attached Residential Districts and R-8, Multiple Family Residential Districts.

PC 21-03 4th Street Broadway, LLC, Applicant
232 Fourth Street

Request is for a Special Use Permit for a Planned Development in order to develop a single family attached residential development for property located in an O-1,

Professional Services Office District at 232 Fourth Street.

PC 21-04 4th Street Broadway, LLC, Applicant
232 Fourth Street

Request is for a Planned Development Concept Plan in order to develop a single family attached residential development for property located in an O-1, Professional Services Office District at 232 Fourth Street.

Mr. David Smith, Senior Planner, introduced the requests by the applicant. Mr. Smith stated that the applicant is seeking approval for a Zoning Code text amendment that would reduce the minimum required amount of land area for a Planned Development in the R-7 and R-8 residential zoning districts. He stated that the applicant is seeking approval to rezone the subject property from O-1 office district to R-7 residential district. He stated that the applicant is also seeking a Special Use Permit for a Planned Development and a Planned Development Concept Plan in order to construct seven townhomes on the subject property. He stated that only after the applicant obtains approval from the Village Board for their Planned Development Concept Plan they will then need to come back to the Plan Commission for the Planned Development Final Plan.

Mr. Bernard Citron, legal counsel and agent representing the applicant, stated that their townhome proposal is a plan that should fit well within the neighboring area. He stated that the Libertyville 2030 Comprehensive Plan indicates that the proposed land use fits within the designated future land use map. He stated that the current land use and O-1 zoning for the subject site is out of place for the area today. He stated that the surrounding zoning ranges from R-6 to R-8 so therefore the proposal to rezone the subject property to R-7 is commensurate with the surrounding area. He stated that they are proposing a seven unit single family attached residential development.

Mr. Citron stated that the proposed text amendment that would reduce the minimum required land area will promote the necessary flexibility for these types of developments. He stated that these types of parcels are generally smaller which justifies the Planned Development. He stated that the seven proposed townhome units will each have garage parking in addition to a smaller detached garage and five outdoor guest parking spaces. He stated that they are eliminate one of the two existing curb cuts out onto the street. He stated that having only one curb cut is more than sufficient for seven dwelling units. He stated that one of the proposed units will be an attainable/affordable dwelling unit.

Mr. Steve Francis, Principal Architect, Linden Group Architects, 10100 Orland Parkway, Orland Park, Illinois, speaking on behalf of the petitioner, presented specifics about the proposed plan. He stated that the subject property is located at the southeast corner of Fourth Street and Broadway Street. He stated that they are proposing two residential buildings, one building will contain three units and the other building will contain four units. He stated that the three dwelling units to the west will include the attainable unit. He stated that the common access drive along the south of the townhome buildings will service the townhome garages, outdoor guest parking and the smaller detached two-car garage. He stated that six townhome units will have a two-car garage and the attainable dwelling unit will have a one car garage. He stated that the overall parcel size is 0.53 acres.

Mr. Francis introduced the landscape plan to the Plan Commission. He stated that the landscaping

will be enhanced and the invasive tree species will be taken out. He stated that substantial foundation plantings and screening plantings will be included along the south and east property lines. He stated that a new fence is proposed along the south property line.

Mr. Francis introduced the proposed townhome building architectural elevations and stated that they will be three stories in height. He stated that the dwellings will be either two or three bedroom units. He stated that the east end unit will be side loaded so that the entrance faces Fourth Street. He stated that the exterior building façade materials are maintenance free. He introduced the floor plans for the townhome units. He stated that the townhome structures are three stories with a sloped roof making an overall height of 36 feet. He stated that it is understood that the height going above 32 feet increases the minimum required setbacks per the Zoning Code. He stated that they did present the same building but with a flat roof that met the 32 foot height limitation thus not requiring the increase in the minimum required setbacks however the reaction from Village Staff and the Mayor indicated that the sloped roof design was preferred. He stated that the pitched roof design is more traditional and it seemed to garner more preference than the flat roof design and seemed to be more compatible with the neighborhood.

Mr. Tim Doron, Senior Traffic Consultant at Fish Transportation Group, Inc., 1800 Des Plaines Ave., Forest Park, IL., transportation engineer consultant on behalf of the petitioner, stated that he studied the area and wanted to make sure that the site plan geometrics will work for vehicles entering and exiting. He stated that they have also identified off-site parking availability for guests along Fourth and Broadway. He stated that the proposed on-site five (5) guest parking spaces are plentiful for the development. He stated that the streets are virtually empty after 5:00 p.m. He stated that they agree with the Civiltech memo as it relates to the geometrics of the site. He stated that they used a 19' by 9' design vehicle in their geometric study in order to determine that vehicles can enter and the exit the site. He stated that they also studied the geometrics for a garbage truck for pulling in and backing out as well as backing in and pulling out. He stated that they discussed garbage pick-up methods with Groot and they were informed by Groot that once the development was constructed they would review the site and then determine what is the best method for garbage pick-up.

Mr. Citron stated that they have seven (7) more parking spaces on site that the minimum required number of parking.

Mr. Doron stated that the proposed number of parking spaces are more than sufficient. He stated that the impact upon traffic will be far less than what the current credit union use at this site imposes. He stated that guest parking in the street is very typical as well even though overnight parking on the street is prohibited. Mr. Doron stated in response to Village Staff's suggestion of providing a secondary access point out onto Broadway is not necessary. He stated that the traffic volumes will be very low and that consideration should be given to a more pedestrian friendly site design in lieu of a secondary vehicular access point.

Mr. Doron stated their auto-turn studies indicated that all of the townhome garages can be accessed adequately by vehicles. He stated that the furthest west space in the first unit on the west end of the development may require a vehicle to pull in/back up and then pull in again in order to access its garage if there is a vehicle already in the two-car garage. He stated that their auto-turn study utilized a 7 feet wide by 19 feet long vehicle model.

Mr. Mike Walker, 228 North Fourth Street, stated that he lives next door to the proposed development but his property is currently zoned commercial. He asked if the development changes to a residential zoning then how would it affect his property.
Mr. John Spoden, Director of Community Development, stated that Mr. Walker's property is not part of the application by 4th Street Broadway, LLC. He stated that it was Staff's concern that if the applicant's proposal is rezoned to residential next to Mr. Walker's property which is zoned O-1 then Staff would approach Mr. Walker to see if he is interested in having his property zoned to residential.

Mr. Walker asked what the property tax implications would be if his property were to be zoned from commercial to residential. Mr. Spoden stated that they would research the answer for that question.

Mr. Walker stated that he is concerned about how a new townhome development will obstruct his view from his property. He stated that he will be selling his property at some point in time and suggested that the developer could look at it to see if his property could be combined into the proposed development somehow.

Mr. Citron stated that Mr. Walker's property would not be economically beneficial to their plan as it would not enable them to increase the residential density of their project.

Chairman Moore stated that the acquisition of Mr. Walker's property would help to reduce the impervious surface.

Mr. Citron stated that they have adjusted the garage stall dimensions in response to the Staff review comments.

Chairman Moore asked the applicant to respond to the Staff review comment regarding the parking lot landscape screening. Mr. Citron stated that they will work with Staff in order to determine the appropriate landscape plan changes.

Mr. Steve Spinell, applicant, stated that they would also be willing to install a fence along the east end of the site in lieu of landscaping.

Commissioner Oakley stated if the developer were able to acquire Mr. Walker's property it will enhance the proposed development. He stated that he is concerned about the proposed height of the townhome units and as to whether this is a variation or not.

Mr. Spoden stated that they are allowed to go up to 37 feet in height but when the structures exceed 32 feet in height then the setback requirement are increased. He stated that since this is a Planned Development any variations are considered deviations from the code, not variations. He stated that Staff had given the developer preliminary feedback previously indicating that a sloped roof is preferable over flat roofs.

Mr. Citron stated that there is at least a 38 foot separation between the proposed townhome locations and Mr. Walker's home.

Commissioner Oakley stated that he would be interested in understanding how the proposed

development will impact the property values and property taxes on Mr. Walker's property.

Mr. Citron stated that when the assessor assesses property values for property taxation purposes they do not base it upon the underlying zoning but on the land use itself. He stated that if Mr. Walker agrees to have his property rezoned from O-1 to R-7 it will not change what he pays in property taxes. He stated that if it is a vacant parcel of land then the taxation amount would be contingent upon the underlying zoning.

Mr. Citron stated that the proposed residential development will produce less traffic than what the current land use produces.

Commissioner Flores asked how the space will be used between the two townhome structures. Mr. Citron stated that this area will just be grass with some plantings. He stated that as a design consideration they believed that it would be better to separate the units into two buildings and encroaching in the minimum required setbacks instead of having a single longer line of seven (7) buildings facing Broadway.

Commissioner Flores stated that she is concerned about the proposed height of the townhome units.

Mr. Smith explained the Zoning Code regulations for setbacks impacted by an increase in the height of the structure.

Commissioner Flores asked if the proposed development complies with the minimum required setback from the side property line that abuts Mr. Walker's property. Mr. Smith stated that the proposed development would comply with the side yard setback from the property line that abuts Mr. Walker's property to the south.

Commissioner Flores stated that the design of the proposed development seems tight and is concerned that vehicles will have some difficulty accessing the first garage of the furthest west townhome.

Mr. Spinell stated that their consultants have studied the site and have no issues with traffic entering and exiting the site. He stated that there is ample maneuvering space on site for vehicles and garbage trucks. He stated that they have developed hundreds of developments with alley ways or driveways that access garages over the past 25 to 30 years in various communities and have never had a an issue of vehicles turning into the garages or getting in and out of these types of units.

Mr. Spinell stated that he has reached out to Mr. Walker in the past but that their conversations had not reached any resolution.

Commissioner Flores asked if consideration could be given to creating access to the existing alley located to the south of the site.

Mr. Spinell stated that he had not considered accessing the alley to the south.

Commissioner Flores stated that consideration should be given to creating another way out due to the tight site plan design.

Mr. Doron stated that the anticipated traffic volumes produced the proposed development will be very small. He stated that garbage trucks accessing the site will only be once a week events. He stated that if a vehicle needs to enter from Fourth Street and the garbage truck is existing, the entering vehicle can be made to wait until the garbage truck exits.
Commissioner Pyter inquired about the adjacent alley ownership. Mr. Spoden stated that it is a publicly owned alley.

Commissioner Pyter asked if there is an opportunity to connect to the existing alley. Mr. Citron stated that there is no intention to connect to the existing public alley at this time.

Commissioner Pyter stated that he is concerned about the ability of vehicles to enter into the proposed townhome garages as currently designed. He asked if there are any existing garages that are accessed from the north-south oriented alley. Mr. Citron stated that they did not review the existing garage along the north-south oriented alley because their proposal does not provide access from the alley.

Mr. Citron stated that six of their seven proposed townhome garage spaces are 10 feet by 20 feet in dimensions and will be able to accommodate vehicles accessing them.

Commissioner Pyter stated that the proposed garages are not very large and is still concerned about vehicles being able to get in and out of them.

Commissioner Pyter asked about the purpose of the small islands located just outside of the townhome garage doors. Mr. Spoden stated that the applicant is proposing to locate the air conditioning units on those islands.

Commissioner Pyter stated that he is concerned that the air conditioning units may impede vehicular access into the garages.

Mr. Spinell stated that they have built many similar townhome developments with the air conditioning units located between the garage aprons and have never had any issues with vehicles accessing the garages.

Commissioner Pyter stated that he would support a one-way driveway through the site. He stated that the existing alley to the south would seem to provide unencumbered traffic flow and that consideration should be given to providing access to the existing alley from the proposed development.

Mr. Spinell stated that the existing alley provides access to the garages of the homes that front Fourth Street and those residents have had no trouble getting in and out of their garages that back up to the existing alley which is a similar condition proposed in their development with the proposed private drive providing access to the proposed townhome garages.

Commissioner Pyter asked if any of the proposed garages will provide service doors. Mr. Spinell stated that they are not including service doors on the townhome garages but there will be a service door on the proposed detached garage.

Commissioner Pyter stated that he supports the land use of developing townhomes for this property but believes the parcel is too small for the proposed density. He stated that consideration should be given to removing the proposed detached garage and if the developer is able to acquire the adjacent single family home it will benefit the development.

Commissioner Schultz asked what the purpose is for the proposed detached garage. Mr. Spinell stated that there may be renters in the development with more than two cars and the detached garage could provide additional rental income. Mr. Spinell stated that two separate renters can have access to the detached garage by utilizing two separate garage door openers.

Commissioner Schultz asked where trash will be picked up and contained. Mr. Spinell stated that the trash will be contained in each garage. He stated that on trash pick-up day the residents of the dwellings will bring their trash receptacles outside of the their garage doors, the garbage truck will back into the site to pick up the trash then pull out.

Commissioner Schultz asked if there will be any type of communal trash receptacle location on site. Mr. Spinell stated that there is not a communal trash location proposed.

Mr. Spoden stated that the Village is concerned about the garbage trucks backing in and out of the site. He stated that it is preferable that the residents walk their trash bins out to the public right of way.

Mr. Tim Doron stated that Groot waste management company stated to him that it was not untypical for the garbage truck to back into a site like this and then pull back out onto the street after picking up garbage.

Commissioner Schultz stated that he would like to see the townhome garage sizes to be increased. He stated that he would like to see the petitioner give consideration to tying into the existing alley way in order to make it easier to get into and out of the site. He stated that he supports the number of parking spaces, height of the units and the architecture looks nice.

Commissioner Steffe asked for clarification about the maintenance responsibilities of the Home Owner's Association. Mr. Spinell stated that all of the units will be rental, not owner occupied. He stated that 4th Street Broadway LLC will be responsible for landscaping, snow removal, and exterior maintenance throughout the property.

Commissioner Steffe asked about snow removal. Mr. Steffe stated that plowed snow can be placed south of the south row of outdoor parking spaces or plowed out to the street. Mr. Spoden stated that the Village does not allow snow to be plowed out onto the street.

Commissioner Steffe stated that he supports the land use but feels that it is too dense and that consideration should be given to connecting vehicular access to the alley.

Commissioner Krummick stated that the Village denied a similar development located near Stewart and Florence Court. He stated that the proposed development here at Fourth and Broadway is too dense. He stated that the current existing financial institution land use is a viable land use and consideration should be given to keeping it.

Mr. Spinell stated that his firm initially contemplated developing his office at this location but the Village was studying this site through their Comprehensive Plan update process and determined that the appropriate land use should be residential. He stated that the Village of Libertyville has undergone a substantial number of tear downs because the Village is a desirable place to live. He stated that their residential development proposal for this site is creating substantial value.
Chairman Moore stated that the proposed townhome development land use is consistent with the Comprehensive Plan. He stated that the site plan design should not incorporate air conditioning ground units on the east or west ends of the buildings and that they should be screened.

Mr. Spoden stated that when Parkside Townhome subdivision was developed they addressed the A/C unit screening question by installing fencing at the ends of the buildings.

Chairman Moore asked about the disposition of whether an HOA should be required or not. Mr. Citron stated that the proposed dwelling units are intended to be rental and an HOA would not be practical.

Ms. Brooke Lenneman, Village Attorney, stated that an HOA should not be a concern unless the rentals are converted to owner-occupied units.

Chairman Moore stated that he is concerned about the proposed text amendment to reduce the minimum required land area for a Planned Development. He stated that he is concerned about the proposed density. He stated that it would be a good idea to connect to the existing alleyway. He stated that he is not supportive of the change to the Planned Development land area change to the Code and not supportive of the proposed density.

Mr. Spinell stated that he concurs with the request to continue their petition to the March 2021 Plan Commission meeting.

In the matters of PC 21-01 through PC 21-04, Commissioner Pyter moved, seconded by Commissioner Steffe, to continue these items to the March 15, 2021, Plan Commission meeting.

Motion carried 7 - 0.

Ayes: *Moore, Flores, Krummick, Oakley, Pyter, Schultz, Steffe*
Nays: *None*
Absent: *None*

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 13, 2021

Agenda Item: Consideration of an Ordinance Adopting the 2021-2022 Village Budget

Staff Recommendation: Adopt Ordinance

Staff Contact: Nicholas A. Mostardo, Director of Finance

Background: The Village operates under the Budget Officer system and is required to adopt a budget ordinance prior to the start of the May 1, 2021 fiscal year. The proposed 2021-2022 Village Budget represents the input of the Village Board, the public, and Village staff during the budget preparation process which included budget workshops on March 6th and March 9th, 2021 as well as a public hearing on March 23, 2021.

The attached ordinance and the 2021-2022 Village Budget document satisfy the requirements set forth in the Budget Officer Act. The proposed budget includes total revenues of $66,100,964 and total expenses of $67,155,731. The Village's aggregate operating budget is fully balanced.

The proposed budget document was previously distributed to Village Board members and has been available for public inspection at the Village Hall and on the Village website since February 19, 2021. Staff would like to express their gratitude to the Village Board and the community for their support during the budget process.

Staff recommends the Village Board adopt the attached ordinance.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 21-O-

AN ORDINANCE ADOPTING THE BUDGET OF
THE VILLAGE OF LIBERTYVILLE, COUNTY OF LAKE, STATE OF ILLINOIS
FOR ALL CORPORATE PURPOSES, IN LIEU OF AN ANNUAL APPROPRIATION
ORDINANCE, FOR THE FISCAL YEAR COMMENCING ON THE
FIRST DAY OF MAY 2021 AND ENDING ON THE THIRTIETH DAY OF APRIL 2022

Adopted by the
President and Board of Trustees
of
the Village of Libertyville
this __ day of April, 2021.

Published in pamphlet form by
direction and authority of the
Village of Libertyville
Lake County, Illinois
This __ day of April, 2021.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 21-O-

AN ORDINANCE ADOPTING THE BUDGET OF
THE VILLAGE OF LIBERTYVILLE, COUNTY OF LAKE, STATE OF ILLINOIS
FOR ALL CORPORATE PURPOSES, IN LIEU OF AN ANNUAL APPROPRIATION
ORDINANCE, FOR THE FISCAL YEAR COMMENCING ON THE
FIRST DAY OF MAY 2021 AND ENDING ON THE THIRTIETH DAY OF APRIL 2022

WHEREAS, a tentative annual budget for the Village of Libertyville, County of Lake, State of Illinois, for the fiscal year ending April 30, 2022, upon which this budget ordinance is based, was heretofore duly prepared and made conveniently available for at least ten days prior to the adoption of this ordinance, all in accordance with the Budget Officer System adopted by Libertyville Ordinance No. 91-O-67; and

WHEREAS, the Board of Trustees of the Village of Libertyville, pursuant to notice duly published on March 11, 2021 in the *Daily Herald*, a newspaper published and having a general circulation within the Village of Libertyville, held a public hearing on March 23, 2021 in a virtual format pursuant to the Illinois Open Meetings Act, as amended, for the purpose of hearing and considering testimony regarding the tentative annual budget in accordance with Section 8-2-9.9 of the Illinois Municipal Code, 65 ILCS 5/8-2-9.9 (formerly Ill. Rev. Stat. ch. 24, § 8-2-9.9); and

WHEREAS, all required or necessary revisions, alterations, increases or decreases in said tentative annual budget have since been made;

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: The foregoing recitals are incorporated herein and by this reference made a part hereof as findings of the President and Board of Trustees of the Village of Libertyville as if fully set forth.

SECTION TWO: The Budget for all corporate purposes of the Village of Libertyville, County of Lake, State of Illinois, for the fiscal year commencing on the first day of May 2021 and ending on the thirtieth day of April 2022, as presented to the President and Board of Trustees of the Village of Libertyville on April 13, 2021 is incorporated herein by this reference and made a part hereof and is hereby adopted.

SECTION THREE: Pursuant to Section 8-2-9.4 of the Illinois Municipal Code, 65 ILCS 5/8-2-9.4 (formerly Ill. Rev. Stat. ch. 24, § 8-2-9.4), this ordinance shall be and hereby is adopted in lieu of the adoption of an annual appropriation ordinance, and the following amounts set forth the total amount of the appropriations budgeted for in the Budget adopted hereby for the various corporate purposes of the Village of Libertyville, County of Lake, State of Illinois:

For Corporate Fund:		
Administration	$1,440,280	
Engineering	$523,907	
Community Development	$2,321,576	
Police	$9,417,180	
Emergency Management Agency	$16,940	
Swimming Pool Operations	$444,889	
Senior Programs	$65,545	
Public Buildings	$171,160	
Legislative Boards	$121,774	
Central Business District Parking	$107,066	
Legal	$337,500	
Community Organizations	$217,400	
Capital Transfers	$600,000	
Subtotal		**$15,785,217**
For Fire Protection:		
Ambulance	$5,665,486	
Fire Protection	$3,050,646	
Subtotal Fire Protection		**$8,716,132**
For Highways & Bridges:		
Maintenance	$1,515,926	
Snow Removal & Ice Control	$397,932	
Refuse & Recycling	$99,644	
Subtotal Highways & Bridges		**$2,013,502**
For Public Parks		**$1,514,845**
For Recreation System		**$2,611,347**
Total Corporate Fund		**$30,641,043**

For Motor Fuel Tax Fund		**$1,826,279**
For Commuter Parking Fund		**$205,836**
For Non-Home Rule Sales Tax Fund		**$2,300,000**
For Tax Increment Financing Fund		**$4,439,793**
For Fire Fund		**$9,000**
For Foreign Fire Insurance Fund		**$45,000**
For Water & Sanitary Sewer Utility Fund		**$11,470,415**
For Stormwater Sewer Fund		**$6,833,273**
For Liberty Sports Complex Fund		**$1,799,784**
For Special Service Area Funds:		
Timber Creek SSA	$21,140	
Concord at Interlaken SSA	$25,660	
Total Special Service Area Funds		**$46,800**
For Hotel/Motel Tax Fund		**$405,631**
For Bonded Indebtedness - General		**$1,716,443**
For Capital Improvement Funds:		
Project Fund	$1,337,500	
Impact Fee Fund	$50,000	
Park Improvement Fund	$740,750	
Public Building Improvement Fund	$421,460	
Total Capital Improvement Funds		**$2,549,710**
For Internal Service Funds:		
Fleet Services & Replacement	$2,007,284	
Technology Equipment	$859,440	
Total Internal Service Funds		**$2,866,724**
Total 2021-2022 Municipal Budget		**$67,155,731**

SECTION FOUR: The Village Clerk shall be, and hereby is, authorized and directed to file a certified copy of this ordinance, together with a full and complete copy of the Budget hereby adopted and the Chief Fiscal Officer's certified estimate of revenues by source, with the County Clerk of Lake County within 30 days following the adoption of this ordinance. This ordinance shall be in full force and effect upon passage and approval and publication in pamphlet form as required by law.

PASSED this __ day of April, 2021

AYES:

NAYS:

ABSENT:

APPROVED this __ day of April, 2021.

_____
Terry L. Weppler, Village President

ATTEST:

_____
Sally Kowal, Village Clerk

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 13, 2021

Agenda Item: Consideration of an Ordinance to Amend the Annual Fee Schedule of the Libertyville Municipal Code

Staff Recommendation: Approve Ordinance

Staff Contact: Nicholas A. Mostardo, Director of Finance

Background: Prior to the beginning of each fiscal year, the Village Board adopts an updated fee schedule for various municipal services. For FY 2021-2022, beginning on May 1, 2021, the attached ordinance and fee schedule contain several notable revisions:

- Water and Sewer rate increases of 3% and 5%, respectively, as discussed in Village Board budget review meetings and as part of the Water and Sewer Rate Study
    - Per Board direction, the senior citizen discounts have been indexed to the rate increases
- Stormwater sewer initial rate of $13 per ERU and $13 per IDF, bi-monthly
    - FY 2021-2022 senior citizen discount of 5% of an account's total stormwater fee assessment
- General clean-up of formatting and terminology (specifically, Engineering fees)

Staff recommends approving the attached ordinance to amend the fee schedule.

VILLAGE OF LIBERTYVILLE

ORDINANCE 21-O-

AN ORDINANCE AMENDING
THE LIBERTYVILLE MUNICIPAL CODE
REGARDING THE ANNUAL FEE ORDINANCE

Adopted by the
President and Board of Trustees
Of
the Village of Libertyville
Lake County, Illinois
This __ day of April, 2021.

Published in pamphlet form by
Direction and authority of the
Village of Libertyville
Lake County, Illinois
This __ day of April, 2021.

VILLAGE OF LIBERTYVILLE

ORDINANCE 21-O-

AN ORDINANCE
AMENDING THE LIBERTYVILLE MUNICIPAL CODE
REGARDING THE ANNUAL FEE ORDINANCE

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: Adoption of Schedule of Fees. Pursuant to and in accordance with Section 1-19 of the Libertyville, Illinois Municipal Code, this ordinance and the schedule of Fees/Permits/Licenses attached hereto and by this reference incorporated herein and made a part hereof as Exhibit A (the "Schedule") shall be and they hereby are adopted as and for the Fee Ordinance of the Village of Libertyville effective May 1, 2021. Following the May 1, 2021 effective date of this ordinance, Libertyville Ordinance No. 20-O-25, including the Schedule attached thereto as Exhibit A, and all subsequent amendments shall be and hereby are repealed.

SECTION TWO: Applicability. Each fee, charge, rate or regulatory measure set forth in the Schedule attached hereto as Exhibit A shall apply to the provisions of the corresponding section of the Libertyville, Illinois Municipal Code or other ordinances in which reference is made to the "Annual Fee Ordinance". Whenever any provision of the Libertyville, Illinois Municipal Code or other ordinance refers to the "Annual Fee Ordinance" but no corresponding fee, charge, rate or regulatory measure is set forth in the Schedule attached hereto as Exhibit A, the fee, charge rate or regulatory measure shall be the fee, charge, rate or regulatory measure most recently in effect prior to the adoption of this ordinance, notwithstanding any prior repeal of the ordinance imposing such fee, charge, rate or other regulatory measure. This ordinance shall not apply to nor have any effect on any fee, charge, rate or regulatory measure, or any other amount for which there is no express reference to the "Annual Fee Ordinance".

SECTION THREE: Periodic Review. The fees, charges, rates and regulatory measures set forth in the Schedule attached hereto as Exhibit A shall be periodically reviewed, no less frequently than annually, by the President and Board of Trustees of the Village of Libertyville. Accordingly, some or all of the provisions of this ordinance and the Schedule attached hereto as Exhibit A may

be amended from time to time. Each provision of this ordinance and the Schedule attached hereto as Exhibit A shall remain in full force and effect unless expressly amended or repealed by subsequent ordinance.

SECTION FOUR: Short Title. This ordinance shall be known as the "Annual Fee Ordinance" while it is in full force and effect as provided herein.

SECTION FIVE: Effective Date. This ordinance shall be in full force and effect on May 1, 2021 after its passage, approval and publication in pamphlet form as provided by law.

PASSED this __ day of April, 2021.

AYES:

NAYES:

ABSENT:

APPROVED this __ day of April, 2021.

_____
Terry L. Weppler, President

ATTEST:

_____
Sally A. Kowal, Village Clerk

EXHIBIT A – FY 2021-2022 Fee Schedule

ADMINISTRATION AND FINANCE DEPARTMENT	
Birth Certificate, first copy	10.00
Each additional copy	5.00
Death Certificate, first copy	12.00
Each additional copy	8.00
Data Entry Fee - Death Certificate	15.00
Raffle License	60.00
Code Book	75.00
NSF Check Returned	25.00
Solicitors – to be paid concurrently:	
Individual	10.00
Organization, per year	50.00
Commuter Parking:	
Daily Fee	2.00
Residential Annual Permit	475.00
Non-resident Annual Permit	575.00
Convenience Permit	40.00
Replacement Permit	5.00
Employee Parking:	
Annual Permit	30.00
Newberry Lot Only	15.00
Replacement Permit Only	5.00
Downtown Resident Parking:	
Annual Permit	25.00
Replacement Permit	5.00
Valet Parking Per Location:	125.00
Photocopying, per page (after 50 pages)	.15
Certification of Document	2.00
Recycling/Environmental Fee (monthly)	1.00
Motor Vehicle Licenses	
Passenger vehicles and trucks having a gross weight less than eight thousand (8,000) pounds	30.00*
Trucks having a gross weight greater than eight thousand (8,000) pounds and motor buses	30.00*
Motorcycles/Motor Scooters	15.00*
Senior Citizen/Disabled	15.00*
Senior Benefit Access Program	5.00*
Antique Vehicle (displaying IL antique vehicle plate)	15.00*
**The above listed fees are valid if paid by April 30th of each year. Beginning May 1, the fees increase by $20.00*	*20.00 additional after April 30th*
Fleet Rate (single owner with more than 40 vehicles)	1,000.00
Six (6) months or less new resident or vehicle after November 1st	15.00
Transfer Fee/Replacement Sticker	1.00
Liquor Licenses:	
Class A	2,500.00
Class A-1	2,500.00
Class B	2,050.00
Class C	1,600.00
Class D	1,150.00
Class E	1,600.00
Class F	2,100.00
Class G	850.00

Liquor Licenses cont.	
Class G-1	1,000.00
Class H	50.00
Class I	No Fee
Class J	500.00
Class K	2,300.00
Class L BYO	500.00
Class L BYO2	250.00
Tasting Permit:	
Level 1 - 72 days per year	500.00
Level 2 - 12 days per year	125.00
Level 3 – Unlimited use of wine station	1,000.00
Initial Application Fee (non-refundable, will be credited toward applicant's license)	250.00
Initial License if issued Jan. 1-Apr. 30	50% of fee for Class
Amusement Devices:	
Per location	100.00
Plus, per amusement facility	50.00
Water/Sanitary Sewer/Stormwater Sewer Service:	
Water Service Deposit	200.00
Water Fixed Bi-monthly fee	27.24
Tiered Rate Structure per 1,000 gallons:	
Tier 1 – Up to 4,000 gallons	2.91
Tier 2 – 4,000 to 8,000 gallons	5.81
Tier 3 – Over 8,000 gallons	8.72
Water Senior/handicapped discount per two month billing period	5.41
Sanitary Sewer Fixed Bi-Monthly Fee	10.80
Sanitary Sewer Unit Rate per 1,000 gallons	6.67
Lake County Sewer Agreement charge per 1,000 gallons (included in unit rate above)	0.43
Sanitary Sewer Senior/handicapped discount per two-month billing period	9.14
Utility service late payment penalty: Upon request 1 late fee may be waived per fiscal year	10%
Water Shut off Fee	50.00
Water Re-connection Fee	50.00
Note: Non-Village residents shall be charged double the identified water and sewer rates above	
Metered use from hydrants, minimum per thousand-gallon rate charged per above, plus an administrative fee of:	15%
Stormwater Sewer Bi-monthly fee per Equivalent Runoff Unit (ERU)	$13.00
Stormwater Sewer Bi-monthly fee per Intensity of Development Factor (IDF)	$13.00
Stormwater Sewer Senior discount per two-month billing period	5% of total bi-monthly stormwater utility fee assessment
Small Cell Wireless Facility Application:	
Application Fee (Up to Five on Existing Structure)	500.00
Application Fee for each SWF, in excess of five located on existing structure	100.00
New Pole	1,000.00
Public Alley Vacation Application Fee:	
Application Fee	$200.00

COMMUNITY DEVELOPMENT DEPARTMENT	
Planning:	
Variation: Residential district	300.00
Commercial, office, industrial or special district	550.00
Text Amendment	550.00
Map Amendment: One (1) acre or less Plus each additional acre	550.00 275.00
Special Use Permit and amendments: one (1) acre or less Plus each additional acre	550.00 275.00
Planned Developments – Final plans, amendments one (1) acre or less Plus each additional acre	550.00 275.00
Planned Developments – Adjustments to final plan	550.00
Site Plan Permits, amendments one (1) acre or less Plus each additional acre	300.00 275.00
Annexation Agreement, amendment to annexation agreement: one (1) acre or less Plus each additional acre	550.00 275.00
Preliminary subdivision plats five (5) acres or less More than five (5) acres, up to ten (10) acres More than ten (10) acres, up to twenty (20) acres More than twenty (20) acres	250.00 350.00 450.00 550.00
Developer's Agreement	3,100.00
Plats of Consolidation	250.00
Staff review of exterior design applications	60.00
ARC – signage, rooftop screening, fencing, canopies, and awning applications	100.00
All other exterior design applications	200.00
Exterior design application & signage	300.00
Payment in lieu of required parking, per required space	20,000.00
Hawkers and Peddlers	200.00
Transient Merchants and Itinerant Merchants	200.00
Open Air Sales Permit	75.00
Building Division:	
Plan Review Fees: General review fee shall be the ICC/VOL average estimated construction cost of all labor and material based on ICC construction type and square foot area multiplied by:	0.0012
Minimum Fee	60.00
2nd Review	No charge
3rd review and each subsequent review, of original fee	50%
Special – elevator, lift, technical, etc. consultants fee, only, plus	60.00
Permit Fees: General permit fee shall be the ICC/VOL average estimated construction cost of all labor and material based on construction type and square foot area multiplied by:	0.013
Minimum fee per discipline	65.00
Renewal/cancellation of original fee	25%
Sign permit – minimum fee	60.00
Demolition permit for principal structure	2,500.00
Work without permit will double the general permit fee – minimum fee added	130.00
Inspection Fees: All Standard Inspections full or partial approval First disapproval, per discipline	No charge
Second and each subsequent disapproval, per discipline	120.00
Not ready/Non-cancellation fee	120.00
Special inspection: elevator or technical consultant fee	60.00

Hardscape and patio lot coverage	60.00
Bond inspection/administration fee	60.00
Inspections requested/required w/o active construction permits, per discipline minimum	130.00
Miscellaneous Fees:	
Stop work orders: Placard shall be removed only after this fee is paid	250.00
Building or temporary occupancy bond minimum	500.00
Work requiring certificate of occupancy (minimum)	1,500.00
Principal structure, new or demo (minimum)	5,000.00
Temporary certificate of occupancy monthly renewal (minimum)	250.00
Principal structure, new first, renewal	500.00
Second and each subsequent renewal	1,000.00
Electrical contractor registration fees: application (includes examination)	60.00
Registration (includes certificate)	40.00
Annual renewal of registration	100.00
Annual renewal late fee	60.00
Downtown garage dumpster maintenance fee	875.00
PUBLIC WORKS DEPARTMENT	
Water and sewer sanitary fees: for water service upgrades, the following fees apply according to the fee schedule outlined below: • Water service connection upgrade fee is equal to the connection fee for the proposed service size minus a credit based on the size of the existing service (as measured at the water meter). For an existing 5/8" service, this credit shall be $1,200.00. For an existing ¾" service, the credit shall be $1,465.00. Exceptions to this are as follows: I. A water connection upgrade fee will not be charged to the property owner for the voluntary elimination of ¾" or 5/8" lead water service to upgrade to a maximum 1.5-inch copper service from the b-box to the home. Furthermore, if a property owner upgrades the water service, for the purpose of voluntarily eliminating the entire lead service line (from the waterman to the residence), the upgrade water connection fee will not be charged. This applies up to a maximum 1.5-inch copper service. The property owner shall be responsible for any construction costs and permit fees associated with the upgrade. II. Property owner will be charged water connection upgrade fee in the case of an addition and/or teardown of the property or an upgrade to a larger than 1.5" copper service as determined by the Village Administrator. • Sanitary sewer connection upgrade fee is equal to the sewer connection fee for the proposed water service size minus a sewer connection credit based on the size of the existing water service (as measured at the water meter). For an existing 5/8" water service, this sewer connection credit shall be $1,095.00. For an existing ¾" water service, the sewer connection credit shall be $1,315.00. Dwelling units not served with separate water service pipes:	
Water connection – per dwelling unit	850.00
Sewer connection – per dwelling unit	850.00
One inch: water connection	1,950.00
One inch: water tap-in charge	400.00
One inch: sewer connection	1,750.00
One and one-half inch: water connection	2,825.00
One and one-half inch: water tap-in charge	540.00
One and one-half inch: sewer connection	2,625.00
Two inch: water connection	4,570.00
Two inch: water tap-in charge	700.00
Two inch: sewer connection	4,370.00

Three inch: water connection	5,660.00
Three inch: administrative fee	30.00
Three inch: sewer connection	5,360.00
Four inch: water connection	9,050.00
Four inch: administrative fee	30.00
Four inch: sewer connection	8,850.00
Six inch: water connection	20,400.00
Six inch: administrative fee	30.00
Six inch: sewer connection	20,200.00
Water meter and construction use (5/8"x3/4" or ½") Sensus I-Pearl Water Meter	282.00
¾" Sensus I-Pearl Water Meter	340.00
1' Sensus I-Pearl Water Meter	375.00
1 ½' Sensus Omni C2 water meter	1,513.00
2" Sensus Omni C2 water meter	1,710.00
3" Sensus Omni C2 water meter	2,139.00
4" Sensus Omni C2 water meter	3,538.00
6" Sensus Omni C2 water meter	5,970.00
Lake County Sewer Connection Fee:	
New sanitary connections (in accordance with the provisions of the Agreement for Sewage Disposal under Ordinances 10-O-102 and 16-O-01)	1,490.00 per RCE For southeast central service area
Unmetered Water Fee for Construction:	
Single Family Dwelling	30.00
Multi-family building, per unit	20.00
Commercial/industrial, per sq. ft.	.03
Water Sample Collection & Analysis:	
Two (2) minimum required samples	292.00
Each additional sample	146.00
Engineering Division:	
Site development permit/watershed development fees: Permit filing fee – per acre	275.00 minimum
Plan review fees are based on a total estimated construction cost* of improvements to be inspected: (a) Minimum (for projects where estimated cost is less than $10,000)	200.00
(b) When the estimated cost is between $10,000 and $50,000	2.2% of estimated cost $1,100 plus
(c) When the total estimated cost exceeds $50,000	1.6% of the portions of estimated cost over $50,000
Inspection fees are based on total estimated construction cost* of improvements to be inspected: (a1) For major development: when the estimated cost is less than or equal to $500,000	3.2% of estimated cost
(a2) For minor development: when the estimated cost is less than or equal to $500,000	2.80% of estimated cost

(b) When the estimated cost is more than $500,000 and less than or equal to $1,000,000	16,000 plus 2.65% of the portion of estimated cost over $500,000
(d) When the estimated cost is more than $1,000,000	29,250 plus 2.15% of the portion of estimated cost over $1,000,000
*Plan Review and Inspection Fee calculations are based on the submitted cost information plus a contingency (10% is added to a contract cost amount, 25% is added to an Engineer's Estimate amount)	
Engineering permit fees (for site work and right-of-way work that does not require a SDP/WDP):	
Permit application fee (waived for the following projects): • No work in the public right-of-way • Only repair/maintenance within the public right-of-way	130.00
Appendix P plan review fee (for required detention volume)	130.00
Inspection fee	75.00 each
Re-inspection fees (for more than one inspection)	75.00 each
Minimum refundable cash deposit amount:	
- Street/Pavement	2,500.00
- Curb	1,500.00
- Sidewalk	500.00
- Parkway	250.00
Minimum refundable cash deposit amount for residential new construction	5,000.00
Minimum refundable cash deposit amount for commercial site construction *Cash deposits are held in accordance with the terms and conditions of the Engineering Division permit.*	5,000.00
Petitions to vacate rights-of-way	200.00
Plan Commission ZBA/Engineering Review: Plan review fee is the average estimated construction cost of all labor and materials based on fair market value multiplied by:	0.0013
Minimum fee	150.00 (100.00 per acre-not to exceed 1,300)
Re-review	No Charge
Review, second and each subsequent	50% of original fee

FIRE DEPARTMENT	
Annual Permit or event:	
Air-supported structure, temporary	50.00
Aerosol products, flammable and combustible	50.00
Assembly use groups (50 or more persons)	50.00
Amusement events (outdoors) per event	50.00
Automotive service station and repair garages	50.00

Bowling establishment pin refinishing and lane resurfacing	50.00
Calcium carbide storage	50.00
Combustible fibers storage	50.00
Combustible liquids, storage and handling	50.00
Combustible materials storage	50.00
Compressed gases, storage and handling	50.00
Corrosives	50.00
Crop ripening	50.00
Cryogenic liquids	50.00
Daycare Centers	50.00
Dust producing materials, explosion hazards	50.00
Education Use Groups	50.00
Explosives, ammunition and blasting agents	50.00
Fireworks (pyrotechnic display)	100.00
Flammable finishes, spraying application	50.00
Flammable finishes, dipping operations	50.00
Flammable liquids, storage and handling	50.00
Flammable solids	50.00
Fumigation and thermal insecticidal fogging (per event)	50.00
Licensed Group Homes	50.00
Hazardous materials, storage and handling	50.00
Hazardous production material facilities	50.00
Health hazard materials, storage and handling	50.00
Irritants	50.00
Liquefied petroleum gases, storage and handling	50.00
Lumber yards	50.00
Marine Service and Repair Garages	50.00
Matches, manufacture or storage of	50.00
Materials storage facilities	50.00
Open burning (ecological purposes)	50.00
Organic coatings, process	50.00
Organic peroxides	50.00
Ovens and furnaces, industrial type process	50.00
Oxidizers, liquid and solid	50.00
Pesticides, storage and handling	50.00
Pyrophoric materials	50.00
Radioactive materials	50.00
Recreational and sport vehicle service repair	50.00
Sensitizers	50.00
Tents, temporary (per tent)	50.00
Toxic solids and liquids and highly toxics	50.00
Unstable (reactive) chemicals, storage and handling	50.00
Vehicle wrecking yards	50.00
Waste material handling facilities	50.00
Water-reactive materials, storage and handling	50.00
Welding and cutting operations, electric or gas	50.00
Woodworking industrial facilities	50.00
Consolidated permit – one permit fee shall be required for each specific location that may be required	50.00
Contractor Certificate of Fitness Registration (valid for two (2) years: installation, repair maintenance and testing of fire alarm systems	125.00
Installation, repair maintenance and testing of fire pumps	125.00
Installation, repair maintenance and testing of fire suppression systems	125.00
Installation, repair, maintenance, recharging and testing of portable fire extinguishers	125.00

Installation, repair, maintenance and testing of elevators, escalators and platform lifts	125.00
Installation, removal, repair, maintenance and testing of above ground hazardous materials storage tanks	125.00
Installation, removal, repair, maintenance and testing of below ground hazardous material storage tanks	125.00
Handling of explosives	125.00
Installation, repair, maintenance and testing of hood and duct fire extinguishing system and components for cooking facilities	125.00
Towing vehicles from water or remote areas	1,200.00
Fire Protection Systems:	
Complete automatic fire detection system plan review, inspections and tests, per square foot of area coverage. Minimum fee $200.00	.10
Complete automatic fire sprinkler system plan review, inspections and tests, per sf of area coverage. Minimum fee $200.00	.10
Fire sprinkler system, per water flow alarm	150.00
Dry pipe fire sprinkler system, per system	150.00
Pre-action of deluge fire sprinkler system, per system	350.00
Water-spray fixed system, per system	150.00
Carbon dioxide extinguishing system, per system	150.00
Foam extinguishing system, per system	150.00
Halogenated extinguishing system, per system	150.00
Wet-chemical range hood extinguishing system, per system	150.00
Specialized extinguishing system, per system	150.00
Standpipe hose system, per floor	150.00
Manual Fire Alarm System (pull boxes), per floor (no limit on number of devices or detectors)	150.00
Smoke duct detectors, per each air distribution system (no limit on number of devices or detectors)	150.00
Individual area/local detectors or devices, per floor (no limit on number of devices or detectors)	150.00
Alarm Fees	
Direct maintenance fee, per year	492.00
Direct connection fee, per connection	250.00
Radio Service Charge (in lieu of maintenance fee)	180.00
False alarms, per year:	
1-2	No Charge
3	50.00
4	75.00
5	100.00
6	125.00
7	150.00
8	175.00
9	200.00
10 or more	500.00

False alarms at government facilities 1-5	No Charge
6 or more, each	25.00
Trouble alarms at government facilities 1-5	No Charge
6 or more, each	10.00
False alarms caused during the use of governmental facility, each	100.00
Ambulance Transportation Fees:	
Resident of Village or Fire District	
BLS:	750.00
ALS1:	850.00
ALS2:	950.00
Non-Resident	
BLS:	1,100.00
ALS1:	1,200.00
ALS2:	1,300.00
Fire/Rescue Reports, per page	2.00
Photographs, per request plus cost of photos	5.00
Video tape, per tape	12.00
Ambulance Transportation Mileage Fees	11.00 per mile

POLICE DEPARTMENT	
Regular accident, per report	5.00
Fatal accidents, per report	5.00
Pictures, plus cost of photo	5.00 (per CD)
Copies of video	12.00 (per DVD)
Tickets: Park on street, wrong side of street, parked where signs prohibit, private property contrary to signs, parked on sidewalk, parked on parkway, double parked and blocking driveway, parked too far from curb, backed into space, outside space markings, parked in parks after hours, running at large, no animal license, no rabies tag, no parking-yellow curb, other	25.00
Late Fee – if not paid within 10 days of date of issuance (plus original ticket cost)	75.00
Illegally parked in handicapped zone	250.00
Parking infringements committed within districts zoned C1 of those in violation of section 23-74 of this Code, in which case the fee shall be, for the first, second, third & fourth offenses, each	25.00
Late Fee – if not paid within 10 days of date of issuance (plus original ticket cost)	75.00
No valid Village vehicle sticker (ticket will be reduced to $50 if vehicle sticker is purchased prior to ticket due date)	100.00
Vehicle impoundment/immobilization device fee, per vehicle	100.00
Administrative fee when vehicle must be towed and contents inventoried	500.00
Private property traffic and ordinance enforcement agreement; preparation and recording	75.00
Fingerprinting: on request by resident or Libertyville business employee	No Charge
On request by non-resident	20.00
When required for licenses, permitting or ordinance compliance, with fee equal to amount charged by Illinois State Police for fingerprint check	20.00
Electronic fingerprinting and submittal to Illinois State Police pursuant to 105 ILCS	5.00

5/34-18.4 (schools, criminal history records checks) fee charged by IL State Police for fingerprint check plus	
Massage Therapy License	50.00

PARKS AND RECREATION
Fees for parks and recreation programs and facility rentals are established by the publication of each seasonal registration guide.

MISCELLANEOUS FEES:	
Copies of:	
Zoning Code	30.00
Subdivision Code	25.00
Comprehensive Plan	50.00
Zoning Map	10.00
Village Maps	1.50
8x11, 8x14 copy – Per side	.15
Oversize copy – Per side	.15
Plats, plans – Per page	Actual Cost

Libertyville
spirit of independence

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 13, 2021

Agenda Item: Consideration of a Resolution to Approve a Joint Bid Contract 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. Globe Construction, Inc. was determined to be the lowest responsive bidder. The bid results are summarized below:

Contractor	Bid Amount
Globe Construction, Inc.	$157,262.90
Schroeder & Schroeder, Inc.	$212,615.50
Strada Construction	$236,460.90
Copenhaver Construction, Inc.	$260,526.00
Chadwick Construction	$287,751.00
Alliance Contractors, Inc.	$348,382.00

$125,000 has been allocated in the proposed Fiscal Year 2021/22 Annual Budget in the Project Fund (Account# 40-0000-0-784) for sidewalk removal and replacements. It is proposed to approve Globe Construction's unit prices shown in the attached bid tabulation up to a not-to-exceed amount of $105,000. The remaining $20,000 will be allocated to the sidewalk grinding and 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. Therefore, staff recommends awarding the contract to Globe Construction, Inc.

Staff recommends adoption of the attached resolution to approve the contract with Globe Construction, Inc. in the not to exceed amount of $105,000 for the Annual Sidewalk Replacement Program and authorize execution by the Village Administrator.

RESOLUTION NO. 21-R-_____

A RESOLUTION TO AWARD A CONTRACT TO GLOBE CONSTRUCTION, INC. FOR THE ANNUAL SIDEWALK REPLACEMENT PROGRAM

WHEREAS, the Village of Libertyville's FY 2021/22 Fiscal Year Annual Budget provides $125,000 in the Project Fund (Account# 40-0000-0-784) for the sidewalk replacement work; 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

WHEREAS, Staff recommends approval of the contract award with Globe Construction, Inc. in the not to exceed amount of $105,000.

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 with Globe Construction, Inc. for the Annual Sidewalk Replacement Project in the not to exceed amount of $105,000.

Section 3: The Village of Libertyville Board of Trustees authorizes the Village Administrator to execute the contract 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 _____, 2021

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2021

_____
Terry L. Weppler, Village President

ATTEST:

_____
Sally A. Kowal, Village Clerk

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	

BID TABULATION: 2021 MPI SIDEWALK AND CURB PROGRAM JOINT BID

MCHENRY COUNTY

Bid Opening: 11:00 am, March 9, 2021

YEAR 3

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	$120.00	$45,600.00	$33.00	$12,540.00	$50.00	$19,000.00
PCC Sidealk Removal & Replacement, 4"	SQ. FT	17,640	$16.00	$282,240.00	$11.00	$194,040.00	$12.50	$220,500.00
PCC Sidewalk Removal & Replacement, 6"	SQ. FT	1,982	$16.50	$32,703.00	$11.25	$22,297.50	$12.50	$24,775.00
ADA Panels	EACH	15	$450.00	$6,750.00	$330.00	$4,950.00	$325.00	$4,875.00
TOTAL BID AMOUNT, AS CALCULATED			$367,293.00		$233,827.50		$269,150.00	

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	$44.00	$16,720.00	$66.60	$25,308.00	$36.00	$13,680.00
PCC Sidealk Removal & Replacement, 4"	SQ. FT	17,640	$14.00	$246,960.00	$13.10	$231,084.00	$8.49	$149,763.60
PCC Sidewalk Removal & Replacement, 6"	SQ. FT	1,982	$15.00	$29,730.00	$19.30	$38,252.60	$8.99	$17,818.18
ADA Panels	EACH	15	$600.00	$9,000.00	$317.00	$4,755.00	$220.00	$3,300.00
TOTAL BID AMOUNT, AS CALCULATED			$302,410.00		$299,399.60		$184,561.78	

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 13, 2021

Agenda Item: Consideration of a Resolution to Renew the Annual Street Sweeping Contract with Lakeshore Recycling Systems

Staff Recommendation: Approve Resolution

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

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Background: On May 14, 2019, the Village Board approved Resolution 19-R-89 to enter into a contract with the lowest qualified bidder Lakeshore Recycling Systems for the annual contractual street sweeping services. The contract work includes street sweeping of all Village roadways, following special events in the central business district (CBD) and emergency and discretionary sweeps on an annual basis.

The contract included language for two one-year renewals with a 3% increase in unit prices. The contract was initially renewed on April 14, 2020 with the passage of Resolution 20-R-46. Staff remains satisfied with Lakeshore Recycling Systems responsiveness and performance and recommends renewal of the contract for the second and final year (Fiscal Year 2021/22). The FY 2021/22 Annual Budget provides $75,000 for contractual street sweeping services in the Stormwater Fund (Act.# 21-2121-7-718). The renewed contract work will include six Village-wide sweeps at $11,266.76/each and a maximum of fifteen CBD sweeps at $477.40/each. The contract amount will be the available budgeted funds of $75,000.

Staff recommends adoption of the attached resolution to approve the contract renewal for the Annual Contractual Street Sweeping Services with Lakeshore Recycling Systems in the not to exceed amount of $75,000 and authorize execution by the Village Administrator.

RESOLUTION NO. 21-R

A RESOLUTION TO APPROVE A CONTRACT RENEWAL
WITH LAKESHORE RECYCLING SYSTEMS FOR THE
ANNUAL CONTRACTUAL STREET SWEEPING SERVICES

WHEREAS, the Village opened sealed proposals on May 2, 2019 for the contractual street sweeping services for all Village roadways and the central business district; and

WHEREAS, the apparent low-bidder, TKG Environmental Services, LLC, did not meet the bidding specifications that requires the age of all sweeping equipment to be used to be 5-years or less; and

WHEREAS, the next lowest bidder, Lakeshore Recycling Services, was determined to be the lowest responsible bidder; and

WHEREAS, The Village of Libertyville Board of Trustees approved Resolution 19-R-89 on May 14, 2019 to enter into a contract with Lakeshore Recycling Systems for annual contractual street sweeping services; and

WHEREAS, The Village of Libertyville Board of Trustees approved Resolution 20-R-46 on April 14, 2020 to renew the contract with Lakeshore Recycling Systems for annual contractual street sweeping services; and

WHEREAS, the contract documents contained language for two one-year mutually agreeable renewals to continue to provide contractual street sweeping services at an annual 3% increase in unit prices; and

WHEREAS, Village staff has been satisfied with the performance of Lakeshore Recycling Systems work and desires to renew the contract; and

WHEREAS, the Village of Libertyville's Fiscal Year 2021/22 Budget includes $75,000 in the Stormwater Sewer Fund (Acct# 21-2121-7-718) for contractual street sweeping services;

and

WHEREAS, the contract will be capped at the amount of budgeted funds of $75,000.

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 for the annual contractual street sweeping services with Lakeshore Recycling Systems in the amount of $75,000.

SECTION 3: The Village of Libertyville Board of Trustees authorizes the Village Administrator to execute the contract renewal with Lakeshore Recycling Systems for the annual contractual street sweeping services.

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

PASSED this _____ day of _____, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2021.

_____

Terry L. Weppler, Village President

ATTEST:

_____

Sally A. Kowal, Village Clerk

VILLAGE OF LIBERTYVILLE

CONTRACT/PROPOSAL FOR

STREET SWEEPING

Lakeshore Recycling Systems
(Full Name of Bidder)

6132 Oakton Street, Morton Grove, IL 60053
(Principal Office Address)

1655 Powis Rd, West Chicago, IL 60185
(Local Office Address)

Contact Person Gabe Hanson Telephone 773-619-6180

Email GHanson@LRSrecycles.com

TO: Village of Libertyville ("Owner")
Department of Public Works
200 East Cook Avenue
Libertyville, Illinois 60048-2090
Attention: Paul Kendzior, Director of Public Works

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. ___ [if none, write NONE], which are securely stapled to the end of this Contract/Proposal.

1. **Work Proposal**

A. Contract and Work. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for street sweeping various areas of the Village of Libertyville.

2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;

3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates specified in this Contract/Proposal;

4. Taxes. Pay all applicable federal, state, and local taxes;

5. Miscellaneous. Do all other things required of Bidder by this Contract/Proposal; and

6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the **specifications attached hereto and by this reference made part of this Contract/Proposal.**

C. Responsibility for Damage or Loss. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owners judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract/Proposal and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidders cost, perform, or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract/Proposal. Work so rejected may be returned or held at Bidders expense and risk.
E. Contract Extension. The work and specifications of this contract are

2. **Contract Price Proposal**

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below:

A. Schedule of Prices. For providing, performing, and completing all Work, the **sum of products resulting from multiplying the number of acceptable units of Unit Price items listed below incorporated into the Work by the Unit Price set forth below for such Unit Price item. Exhibit A**

B. Basis for Determining Prices

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;

2. Owner is not subject to state or local sales, use, and excise taxes and no such taxes are

included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in the Schedule of Prices; and

4. The approximate quantities set forth in this Schedule of Prices for each Lump Sum or Unit Price Item are an estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price item installed complete in place in full compliance with this Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released.

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

Within one month of invoice submittal.

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

3. Contract Time Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work within 10 days following Owner's acceptance of this Contract/Proposal provided Bidder shall have furnished to Owner all Bonds and all insurance certificates and endorsements specified in this Contract/Proposal. If this Contract/Proposal is accepted Bidder proposes, and agrees, that Bidder shall perform work diligently and continuously and shall complete the Work not later than **April 30, 2020**.

If mutually agreed upon by both parties the contract may be extended at a one year term for up to two additional years ending April 30, 2022.

4. Financial Assurance

A. Bonds. Each bidder's proposal shall be accompanied by a security deposit of at least 5% of the Bidders price proposal in the form of a Bid Bond. (Exhibit D) If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall provide a Performance Bond (Exhibit E); on forms provided by, or otherwise acceptable to, Owner, from a surety company acceptable to Owner, each in the penal sum of the Contract Price, within 10 days following Owner's acceptance of this Contract.

B. Insurance. Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in

connection with the performance of the work hereunder by the Bidder, his agents, representatives, employees or subcontractors. Exhibit C

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

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

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

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

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

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

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

The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Libertyville. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.

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

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

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

(a) Allowing work by Contractor or any subcontractor to start before receipt of Certificate Insurance **and** Additional Insured Endorsements.

(b) Failure to examine, or demand correction of any deficiency, of any Certificate of Insurance **and** Additional Insured Endorsement received.

Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

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

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

Verification of Coverage. Contractor shall furnish the Village of Libertyville with certificates of insurance naming the Village of Libertyville, its officials, employees, agents and volunteers as additional insureds and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. The following additional insured endorsements shall be utilized: ISO Additional Insured Endorsements CG 2010 or CG 2026, and CG 2037 – Completed Operations, where required. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

Tyc

The insurance coverage's and limits set forth below shall be deemed to be minimum coverage's and limits shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract. The minimum insurance coverage's and limits shall be maintained at all times while providing, performing or completing the Work.

Commercial General Liability

Limits shall not be less than:

- Each Occurrence: $1,000,000
- Damage to Rented Premises: $50,000
- Medical Expenses: $5,000
- Personal & Advertising Injury: $1,000,000
- General Aggregate: $2,000,000
- Products-Completed Operations Aggregate: $1,000,000
  - Coverage is to be written on an "occurrence" basis.

- General aggregate limit applies per the "project".
- The "ADDL INSR" box shall be marked with "Yes" in the box.
- The "SUBR WVD" box shall be marked with "Yes" in the box.

Coverage to Include:

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

Workers' Compensation and Employers Liability

Limits shall not be less than:

Employers Liability -	Each Accident-Injury	$500,000
Employers Liability -	Each Employee-Disease	$500,000
Employers Liability -	Disease-Policy	$500,000
Workers' Compensation:	Statutory	

- Such insurance shall evidence that coverage applies to the State of Illinois.

Automobile Liability

Limits shall not be less than:

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

Umbrella Liability

Limits shall not be less than:

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

Indemnity/Hold Harmless Provision. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village of Libertyville, its officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village of Libertyville, its officials, agents and employees, arising in whole or in part or in consequence of the performance of

this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village of Libertyville, its employees or agents, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village of Libertyville, its officials, employees and agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

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

Safety/Loss Prevention Program Requirements. Successful bidder will provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal. Evidence of completed employee safety training can be provided.

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

5. Firm Proposal

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract/Proposal within 60 days after the date this sealed Contract/Proposal is opened.

6. Bidder's Representations and Warranties

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

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

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time. Not less than the prevailing rate of wages shall be paid to all laborers performing work on this project. For more information and updated prevailing wage rates, please visit

https://data.illinois.gov/dataset/idol-2018-prevailing-wage-rates/resource/0c95f063-aed9-4db7-adc3-c224acee8fc2

C. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (I) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq

D. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above.

7. Acknowledgements

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

A. Reliance. Owner is relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal.

B. Reservation of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders

C. Acceptance. If this Contract/Proposal is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract/Proposal and in Owner's written notification of acceptance in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to Owner in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Proposal.

E. Time. Time is of the essence of this Contract/Proposal and, except where stated otherwise, references in this Contract/Proposal to days shall be construed to refer to calendar days.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract/Proposal; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract/Proposal; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract/Proposal; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract/Proposal; or of any remedy, power, or right of Owner.

G. Severability. The provisions of this Contract/ Proposal shall be interpreted when possible to sustain their legality and enforce ability as a whole. In the event any provision of this Contract/Proposal shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor

the validity of any other provisions of this Contract/Proposal shall be in any way affected thereby.

H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract/Proposal shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder.

I. Assignment. Neither this Contract/Proposal, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.

J. Governing Law. This Contract/Proposal, and the rights of the parties under this Contract/Proposal shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois.

DATED this 16th day of April ,2019

CONTRACT ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Libertyville ("Owner") this 14 day of May, 2019 with Lakeshore Recycling Systems to perform **Street Sweeping Services** for a cost not to exceed **$65,070.00** contract award amount.

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

Village of Libertyville

By: Kelly A. Amidei

Kelly A. Amidei
Village Administrator

CONTRACT RENEWAL ACCEPTANCE

The Contract Renewal 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") this 14th day of April, 2020 with Lakeshore Recycling Systems to perform the Annual Contractual Street Sweeping in an amount not to exceed $75,000.

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 funds in the FY 2020/21 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 Amidei
Print: Kelly Amidei,
Title: Village Administrator

Lakeshore Recycling Systems:

By:
Print: Gabe Hanson
Title: Ops Manager

Bidder Status

Corporation X State: Illinois

Partnership _____ State: _____

Individual Proprietorship: _____

Bidders Name:

Lakeshore Recycling Systems

Signature: -K.J Loerop

Doing Business as (if different):

Clean Sweep

Printed Name:

Gabe Hanson

Title/Position

Clean Sweep Supervisor

Bidders Business Address:

1655 Powis Rd, West Chicago, IL 60185

Telephone _____ Fax _____

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

Name	Title	Address
Alan T. Handley	Chief Executive Officer	6132 Oakton St, Morton Grove
Tom Martin	Chief Financial Officer	6132 Oakton St, Morton Grove
Rich Golf	Managing Partner	6132 Oakton St, Morton Grove
Josh Connell	Managing Partner	6132 Oakton St, Morton Grove

Exhibit A

SUBMISSION INFORMATION

Village of Libertyville
200 East Cook Avenue
Libertyville, IL 60048

BID OPENING DATE: May 2, 2019
TIME: 10:00 AM. Local Time
LOCATION: Schertz Building Conference Room

COPIES: One (1) original & Two (2) Copies

INVITATION TO BID CONTRACTOR INFORMATION

Company Name: Lakeshore Recycling Systems

Address: 6132 Oakton St, Morton Grove, IL 60053

City, State, Zip Code Morton Grove, IL, 60053

Pavement Sweeping Services-Village of Libertyville per the specifications identified herein

TABLE OF UNIT PRICING					
	Item	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
1	Central Business District	Cycle	30	$ 450.00	$ 13,500.00
2	Arterial, Collector and Residential Streets	Cycle	8	$ 10,620.00	$ 84,960.00
4	Discretionary Sweeping	Per Curbline Mile	50	$ 50.00	$ 2,500.00
5	Emergency Sweepings	Hour	20	$ 135.00	$ 2,700.00
6	Special Request Sweepings	Hour	25	$ 135.00	$ 3,375.00
8	Total Annual Cost	$ 107,035.00			
9	Total Annual Cost In Words	One hundred seven thousand thirty five dollars and zero cents.			
10	May 1, 2020 – April 30, 2021: rates will increase by 3 %.				
11	May 1, 2021 – April 30, 2022: rates will increase by 3 %.				

All wages will be governed by the Teamsters 673 contract.

SPECIFICATIONS
2019

Scope of Work:
The Village of Libertyville is seeking a contractor to perform street sweeping services on Village-owned arterial, collector, and residential roadways, state roadways within its municipal boundary and Village-owned parking lots and areas. Additionally, the Village requires the contractor to perform emergency street sweeping services after vehicle accidents, spills on roadways, and on streets after water main break repairs. The contractor's response time to emergency sweeps shall be two (2) hours or less.

The contractor shall not be responsible for the disposal of debris from street sweeping services or the costs to dispose of street sweeping debris. The contractor shall transport all debris to the Village of Libertyville Public Works Facility from various street sweeping sites. Only debris from Libertyville street sweeping operations will be allowed to be dumped at Village facility.

When work is being performed on a per mile basis (discretionary sweeping), mileage traveled from street sweeping sites to the Public Works facility shall not be charged to the Village of Libertyville and shall be considered incidental to the contract.

Project Deliverables:
The Contractor shall provide all labor and equipment necessary to provide street sweeping services to the specifications and estimated quantities identified herein.

Table A:

Village of Libertyville - Street Sweeping Deliverables (All quantities are estimated)

Sweeping Section	Approximate Centerline Mileage (Per Sweep)	Estimated Frequency (Per Year)
Central Business District	4.5	30
Village Arterial, Collector, and Residential Curbed Roadways	90	8
Emergency Sweeps	N/A	20
Special Request Sweeps	N/A	25

Dates provided for cycle sweeps are tentative and intended for planning purposes. If needed, dates for cycle sweeps may be requested earlier, later, or not at all depending on weather and conditions of roadways.

If any time during the term of this Agreement the Village deems a sweep or service to be unsatisfactory, the Contractor shall perform the additional service at no additional cost to the Village.

Repetitive callbacks could be considered as a default and result in termination of this Agreement

The Village will be the sole determiner of what is considered to be satisfactory sweeping.

Technical Specifications

SCHEDULING OF WORK: All work shall be scheduled with the Director of Public Works or his designee. While working for the Village of Libertyville during regularly scheduled street sweeping cycles, the contractor's sweeping employees or route supervisor shall speak with the Public Works Director or his/her designee on a daily basis at or before 7:15 am. At that time the Contractor shall be directed where to begin work.

CENTRAL BUSINESS DISTRICT: The Central Business District (CBD) is defined as the downtown area of the Village of Libertyville and consists of approximately 4.5 curb miles, as shown in the drawings in **Exhibit B** and requires additional time and labor to adequately sweep around obstacles.

The CBD shall be cleaned each Friday during the sweeping season. Due to the large number of parked cars that are present during the day, it is impossible complete this location thoroughly during normal business hours. Therefore, a 5:00 am start is suggested to allow one complete pass prior to early morning traffic.

Exact dates of each sweeping cycle shall be coordinated with and approved by the Director of Public Works or his designated representative (the "Director"). CBD shall be paid on a *per cycle basis* as shown on the proposal page.

ARTERIAL, COLLECTOR AND RESIDENTIAL STREETS: Streets included in this category (including islands, cul-de-sacs and dead ends) total approximately 90 center line miles.

Cycle sweeps of arterial, collector, and residential curbed streets shall be done independent of Central Business District sweepings. Arterial, Collector and Residential road shall be scheduled at different times and shall appear as separate charges on invoices.

All village-owned streets should be swept a minimum of eight (8) times per year.

Eight (8) complete sweeping cycles shall tentatively consist of:
Two (2) cycles in the spring (April 1 - May 30);
Two (2) cycle in the summer (June 1 - August 31); and
Four (4) cycles in the leaf season (October 1 - December 15).

Exact dates shall be coordinated with and approved by the Director of Public Works or his/her designee. The eight (8) sweeping cycles shall be paid for on a ***per cycle basis*** as shown on the proposal page. Scheduled arterial, collector, and residential curbed sweeping cycles shall be completed in not more than seven (7) business days of commencement.

During a scheduled cycle, the contractor shall have at a minimum two (2) sweepers, four (4) during leaf season working in town.

DISCRETIONARY SWEEPING
The contractor shall provide street sweeping services on an as needed basis. Discretionary sweeping may occur on state or Village owned roadways. It is estimated that approximately 50 curb miles of discretionary sweepings may be completed in a given year. Miles traveled prior to the beginning of each work day, miles traveled to and from the Public Works facility for the disposal of street sweeping debris, and miles traveled to sweeping sites shall all be considered incidental to the contract at performed at no additional cost to the Village. **Discretionary sweeping shall be paid on a *per mile basis*.**

EMERGENCY SWEEPING
The contractor shall provide emergency response street sweeping service for material spills or other emergencies designated by the Village that would occur outside of the normal sweeping schedule/hours. If these services are required, the contractor shall respond and begin sweeping within two (2) hours of notification from the Village.

The contractor shall be paid on a **per hour basis** with a two (2) hour minimum, excluding travel time. The contractor shall provide a separate invoice for these services.

SPECIAL REQUEST SWEEPING
The Village requires the contractor to provide service for special request sweeping such as parking lots, parades, carnivals, construction projects, clean-up after tree trimming work, etc., that would occur outside of the normal sweeping schedule. Special request sweepings shall be scheduled in advance with the contractor by the Director of Public Works or his/her designee. The contractor shall be paid on a **per hour basis** with a two (2) hour minimum, excluding travel time to and from. **The contractor shall provide a separate invoice for these services.**

- PARKING LOTS AND AREAS: All paved surfaces, including aprons, curbs, gutters, and appurtenant sidewalks shall be swept. All debris collected in corners not accessible to sweeping machines shall be removed from corners by contractor's personnel so as to be accessible for sweeping machines. Where parking areas are adjacent to residential areas, contractor shall make all reasonable efforts to reduce noise from sweeping operations.

COLLECTION OF DEBRIS
Collection of debris is defined as the satisfactory removal of all sand, stone, glass, debris, refuse, dirt, leaves and other similar materials which may be accumulated on the entire width of roadway and/or parking areas described as the designated area to be cleaned. All storm water inlets shall be cleared of all debris. Upon the completion of any street sweeping assigned, all roadways and/or parking areas must present an appearance that is completely satisfactory to the Director Public Works or his designated representative.

The Village will be the sole determiner of satisfactory removal.

In the event the Village deems removal to be unsatisfactory, the Contractor shall perform the additional sweeps at no additional cost to the Village.

SPECIAL NOTE REGARDING LEAF COLLECTION
The Village of Libertyville leaf collection and removal process from roadways and parking areas is done entirely through the street sweeping program. The contractor shall be required to remove all leaves from the roadways and parking areas as part of the street sweeping process. **Bidders are cautioned to be aware of this when preparing their bids.**

DISPOSAL OF DEBRIS

The contractor shall dispose of collected debris in the designated area at the Streets & Utilities at 600 North Ave. **Only debris from Libertyville street sweeping operations will be allowed to be dumped at Village facility**. The Village will be responsible for the final disposal of all debris.

SWEEPING PROCEDURES

DIRECTION OF OPERATION
All street sweeping, to the greatest extent possible, including parking lots shall travel in the same direction as traffic.

HOURS OF OPERATION:
Central Business District shall be swept between the hours of 5:00 am and 7:00 am.
Commuter Parking Lots shall be swept between the hours of 3:00 am and 7:00 am.
All arterial streets shall be swept only between the hours of 9:00 am and 3:00 pm.
All other streets shall be swept between the hours of 7:00 am and 5:00 pm.

24-HOUR AVAILABILITY:
The contractor shall provide a telephone number for emergency and special services to the Village

PUBLIC SAFETY
The contractor shall perform all work in a manner that minimizes road hazards to the public.

All sweeping equipment must be fitted with an approved yellow safety flasher light or rotating beacon which is functional at all times of operation and is D.O.T. compliant. An illuminated directional arrow shall be functioning during all sweeping operations.

The contractor shall take measures to avoid slippery conditions from excessive water on the pavement.

DUST CONTROL
The contractor shall use a sufficient amount of water during sweeping operations to provide adequate dust control.

PROTECTION OF PROPERTY
All reasonable precautions shall be taken to protect public and private property from undue damage. This would include: pavements, sidewalks, lawns, fences, bushes, trees, shrubs, and buildings. If the Director of Public Works or his/her designee determines the contractor has unnecessarily damaged or destroyed property, it shall be repaired or replaced to the satisfaction of the Village at the contractor's expense.

ACCIDENT REPORTING
All on the job accidents that damage public or private property, result in injuries to workers or other persons, or damage to utilities shall be immediately reported to the Department of Public Works at (847)362-3434 and to the Libertyville Police Dept. at (847)362-8310.

WATER SUPPLY
The Village shall furnish water for sweeping operations at no cost to the contractor from the meter located at 600 North Ave. ***ONLY.***

EQUIPMENT STORAGE
The Village does not allow parking or storage of the contractor's sweeping units on Village property.

SWEEPING EQUIPMENT
The contractor shall use either mechanical type sweepers or regenerative air type sweepers, as specified by the Director of Public Works, at any time during any sweeping cycle, depending on sweeping and/or weather conditions.

Each sweeper unit, when operating under this agreement, must be equipped, at the contractor's expense, with a Village-approved communication system.

Each sweeper unit must be fitted with an approved yellow safety flasher light or rotating beacon which shall function at all times of operation and per I.D.O.T. standards.

Each sweeper unit must be equipped with GPS tracking capability

Each sweeper unit must be equipped with an illuminated directional arrow which shall function during sweeping operations.

The Contractor shall provide and maintain sufficient equipment to satisfactorily meet the specified cleaning cycle. At a minimum, the Contractor must own or lease one (1) mechanical, three (3) vacuum type sweepers, and three (3) regenerative air units. The vacuum sweepers will be the primary unit or units used during Routine, Parking Lot and CBD sweeping the Village.

All sweeping equipment that will be used to fulfill the obligations of this contract is required to be no more than five (5) years old based on model year, in good operating condition, and have passed USEPA Rule 1186 PM10 certification. All equipment must be outfitted with backflow prevention devices or an air gap of one-inch (1") minimum must be maintained between the full level of the water tank and the fill tube.

All vacuum units must have a suction of not less than 8,000 cubic feet per minute and a hopper capacity of five (5) cubic yards or greater. In addition, each unit must have a flexible wandering hose, mounted to the rear of the machine, no less than six inches (6") in diameter. The Vacuum unit must have functioning gutter brooms mounted on both sides of the unit and the ability to sweep from either side. The unit must adequately sweep at least a four-foot (4') wide path in one pass.

THE CONTRACTOR MUST SUBMIT A LIST OF THEIR EQUIPMENT WITH THEIR BID.

FAILURE TO PROVIDE A LIST OF EQUIPMENT WILL RESULT IN THE BID BEING CONSIDERED NON-RESPONSIVE.

PROGRESS REPORTING / INSPECTION

The contractor will be required to maintain and keep adequate records at all times on each day's work to track progress, including the number of curb miles swept. Progress sheets, including equipment breakdowns, shall be turned in daily to the Director of Public Works or his designated representative. The sheets shall indicate which streets and /or parking lots or areas were cleaned, and the approximate time the area was cleaned. Contractor shall have the ability to provide GPS tracking reports if requested. In addition, the contractor shall call in at the beginning and the end of the sweeping shift. At the end of each shift, the operator must advise the Village inspector which streets were completed and the number of actual sweeping miles completed. The Village inspector will inspect the work the next day. Anything not swept to the Village's satisfaction will be re-swept by the contractor within 24 hours at no additional cost to the Village.

CONTRACTOR REFERENCES

Please list below three (3) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

MUNICIPALITY: Village of Downers Grove
ADDRESS: 5101 Walnut Ave
CITY, STATE, ZIP CODE: Downers Grove, IL 60515
TELEPHONE NUMBER: 630-327-4841
CONTACT PERSON: John Tucker
DATES OF SERVICE: 2013 - Present

MUNICIPALITY: Village of Woodridge
ADDRESS: 1 Plaza Drive
CITY, STATE, ZIP CODE: Woodridge, IL 60517
TELEPHONE NUMBER: 630-768-6701
CONTACT PERSON: Scott Sramek
DATES OF SERVICE: 2015 -Present

AGENCY: LaFarge Holcim
ADDRESS: 1S194 IL Rt 47
CITY, STATE, ZIP CODE: Elburn, IL 60119
TELEPHONE NUMBER: 630-365-4829
CONTACT PERSON: Melissa Gerecke
DATES OF SERVICE: 2017 - Present

Attachment B

See Drawings

VILLAGE OF LIBERTYVILLE
CONTRACT/PROPOSAL FOR
STREET SWEEPING

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____
[Name and Address of Successful Bidder],

as principal, hereinafter called Contractor, and _____
[Name and Address of Surety],

as Surety, a corporation organized and existing under the laws of the State of _____
[State of Incorporation],

hereinafter called Surety, are held and firmly bound unto Village of Libertyville, 118 West Cook Avenue, Libertyville, Illinois 60048, as Obligee, hereinafter called the Village, in the full and just sum of

_____
[Contract Amount in Writing] ($[Contract Amount in Figures]),

for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by reason of Contractor's failure to promptly and faithfully perform its Contract/Proposal with Owner, said Contract/Proposal being more fully described below, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Owner has accepted Contract/Proposal from _____
[Name of Successful Bidder],

dated _____ 2019, entitled Street Sweeping (the "Contract/Proposal"),

the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall well, truly and promptly perform all the undertakings, covenants, terms, conditions and agreements of said Contractor under the Contract/Proposal, including, but not limited to, Contractor's obligations under the Contract/Proposal: (1) to provide, perform and complete at the Work Sites and in the manner specified in the Contract/Proposal all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the Contract; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith; (3) to procure and furnish all bonds, certificates of insurance specified in the Contract/Proposal; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract/Proposal; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract/Proposal; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of either Owner or Contractor to the other in or to the terms of said Contract/Proposal; in or to the schedules, plans, drawings or specifications; in or to

the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service or sites; or in or to the mode or manner of payment therefore, shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors or assigns or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances, and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

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

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

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

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

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

Signed and sealed this _____ day of _____, 2019.

Attest/Witness:

By: _____

Title: _____

Principal: _____
Name of Successful Bidder

By: _____
Name of Contractor's Executing Officer

Title: _____
Title of Contractor's Executing Officer

Attest/Witness:

By: _____

Title: _____

Surety: _____
Name of Surety

By: _____

Title: _____

Telephone: _____

LRS Clean Sweep Equipment List					
Unit #	Make	Model	Year	Type	Body
H301	GMC	W5500	RB 2008	Mechanical	Husky Sweeprite
H302	GMC	W5500	RB 2008	Mechanical	Husky Sweeprite
304	International	4300	RB 2008	Regenerative	Schwarze A7000
305	International	4300	2007	Regenerative	Schwarze A7000
306	Sterling	SC8000	RB 2010	Regenerative	Schwarze A7000
307	Sterling	SC8000	RB 2011	Mechanical	Elgin Eagle
308	Sterling	SC8000	RB 2006	Regenerative	Elgin Crosswind
309	Sterling	SC8000	RB 2013	Regenerative	Schwarze A7000
311	Sterling	SC8000	2006	Regenerative	Schwarze A7000
312	Sterling	SC8000	RB 2010	Regenerative	Schwarze A7000
314	Freightliner	SC8000	RB 2011	Regenerative	Elgin Crosswind
315	Sterling	SC8000	RB 2006	Regenerative	Elgin Crosswind
316	Freightliner	M2	2008	Mechanical	Elgin Broombear
317	Sterling	SC8000	RB 2012	Regenerative	Schwarze A7000
318	GMC	T-Series F7B042	2009	Regenerative	Schwarze A7000
319	Freightliner	SC8000	RB 2009	Mechanical	Elgin Eagle
320	Sterling	SC8000	2006	Regenerative	Schwarze A7000
321	GMC	T-Series F7B042	RB 2015	Regenerative	Schwarze A7000
322	Sterling	SC8000	RB 2015	Regenerative	Schwarze A7000
323	Sterling	SC8000	2007	Regenerative	Schwarze A7000
324	Sterling	Acterra	2007	Regenerative	Schwarze A7000
325	Sterling	Acterra	2008	Regenerative	Schwarze A7000
326	Freightliner	n/a	2019	Mechanical	Schwarze M6
327	Sterling	SC8000	2008	Regenerative	Schwarze A7000
328	Freightliner	SC8000	2019	Regenerative	Schwarze A7000
329	Freightliner	SC8000	2019	Regenerative	Schwarze A7000

EQUIPMENT STANDARDS

LRS Clean Sweep has a maintenance shop of more than 10 dedicated maintenance professionals. Our maintenance shop operates 24 hours a day and seven days a week to ensure that each street sweeping vehicle is inspected every night the truck enters the shop and every morning before the truck goes out for the day. With this dedicated service, most of the parts on each sweeping vehicle are new, increasing the life expectancy on all LRS vehicles.

Libertyville
spirit of independence

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 13, 2021

Agenda Item: Consideration of a Resolution to Award the Annual Streetlight Maintenance Contract to Geary Electric, Inc.

Staff Recommendation: Approve Resolution

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

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Background: Sealed bids were solicited for the Annual Streetlight Maintenance Contract. The proposed work includes lamp replacements, cable repairs and pole replacements. Two bids were received for the project and publicly opened on March 30, 2021 and are shown below:

			Geary Electric, Inc.				H&H Electric Co.			
Item Description	Estimated Quantity		Unit Price	Amount	Weekend Rate	Holiday Rate	Unit Price	Amount	Weekend Rate	Holiday Rate
Arial Truck w/ Journeyman Operator	500	Hours	$112.00	$56,000.00	$174.00	$229.00	$152.40	$76,200.00	$228.60	$304.80
Service Truck w/ Journeyman Operator	300	Hours	$112.00	$33,600.00	$174.00	$229.00	$143.60	$43,080.00	$215.40	$287.20
Auger/Backhoe w/ Operator	60	Hours	$112.00	$6,720.00	$174.00	$229.00	$119.10	$7,146.00	$178.65	$238.20
Lamp Replacement (10-15 MH)	500	Each	$50.00	$25,000.00	$75.00	$100.00	$54.60	$27,300.00	$81.90	$109.20
Lamp Replacement Commercial Industrial (20-35 MH)	225	Each	$52.00	$11,700.00	$75.00	$104.00	$69.30	$15,592.50	$103.95	$138.60
Total Estimated Cost:				$133,020.00				$169,318.50		
May 1, 2022 – April 30, 2023: rates will increase by:				3%				3%		
May 1, 2023 – April 30, 2024: rates will increase by:				3%				3%		

The lowest responsive bidder once again is Geary Electric, Inc. The Village's Fiscal Year 2021/22 Annual Budget provides $125,000 in Account# 01-0203-7-708 for Streetlight Maintenance. Staff recommends approving the unit prices and materials in a not-to-exceed amount of $125,000. Geary Electric, Inc. has been the low bid contractor on previous annual streetlight maintenance contracts and has performed well and been very responsive.

Staff recommends approval of the Resolution to award the contract for the annual streetlight maintenance work to Geary Electric, Inc. in the amount of $125,000 and authorize execution by the Village Administrator.

RESOLUTION NO. 21-R

A RESOLUTION TO AWARD A CONTRACT FOR ANNUAL STREETLIGHT MAINTENANCE TO GEARY ELECTRIC, INC.

WHEREAS, The Village of Libertyville's Fiscal Year 2021/22 Annual Budget provides $125,000 for contractual streetlight maintenance in Account# 01-0203-7-708; and

WHEREAS, the Village of Libertyville opened competitive contractor bids on March 30, 2021; and

WHEREAS, Geary Electric, Inc. was determined to be the lowest responsive competitive bidder.

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

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

SECTION 2: The Village of Libertyville Board of Trustees approves the Annual Streetlight Maintenance contract with Geary Electric, Inc. in the amount of $125,000.

SECTION 3: The Village of Libertyville Board of Trustees authorizes the Village Administrator to execute the contract with Geary Electric, Inc. for the Annual Streetlight Maintenance work.

SECTION 4: This Resolution shall take effect immediately upon its passage and approval

as provided by law.

PASSED this ____ day of _____, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2021.

_____
Terry L. Weppler, Village President

ATTEST:

_____
Sally A. Kowal, Village Clerk

Village of Libertyville
Streetlight Maintenance
Bid Tabulation
March 30, 2021 - 10:00 AM

			Geary Electric, Inc.				H&H Electric Co.			
Item Description	Estimated Quantity		Unit Price	Amount	Weekend Rate	Holiday Rate	Unit Price	Amount	Weekend Rate	Holiday Rate
Arial Truck w/ Journeyman Operator	500	Hours	$112.00	$56,000.00	$174.00	$229.00	$152.40	$76,200.00	$228.60	$304.80
Service Truck w/ Journeyman Operator	300	Hours	$112.00	$33,600.00	$174.00	$229.00	$143.60	$43,080.00	$215.40	$287.20
Auger/Backhoe w/ Operator	60	Hours	$112.00	$6,720.00	$174.00	$229.00	$119.10	$7,146.00	$178.65	$238.20
Lamp Replacement (10-15 MH)	500	Each	$50.00	$25,000.00	$75.00	$100.00	$54.60	$27,300.00	$81.90	$109.20
Lamp Replacement Commercial Industrial (20-35 MH)	225	Each	$52.00	$11,700.00	$75.00	$104.00	$69.30	$15,592.50	$103.95	$138.60
Total Estimated Cost:				$133,020.00				$169,318.50		
May 1, 2022 – April 30, 2023: rates will increase by:				3%				3%		
May 1, 2023 – April 30, 2024: rates will increase by:				3%				3%		

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 13, 2021

Agenda Item: Consideration of an Ordinance to Waive Competitive Bidding and Approve a Contract with Peter Baker & Son Co. for Additional Roadway Resurfacing Work

Staff Recommendation: Approve Ordinance

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

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Background: The Village once again participated in a Joint Bid Road Rehabilitation Program with Mundelein and Vernon Hills in an effort to continue to receive advantageous competitive unit price bids based upon an "economies of scale" from larger contract quantities. The Board of Trustees awarded the contract for the 2021 Joint Bid Road Rehabilitation Program to the low bidder, Peter Baker & Son Co. on March 23, 2021 for the Village's share of the work in the amount of $694,157.60.

The amount of the contract work is $502,121.40 below the available funds in the FY 2021/22 Annual Budget for road rehabilitation work. The language in the contract does not allow the Village to add additional streets for resurfacing to take advantage of favorable unit prices. The contractor, Peter Baker & Son Co., has agreed to hold the favorable unit prices under a separate contract with the same terms and conditions of the joint bid contract in order to resurface Fairlawn and Crestfield Avenues between Dymond Ave. to Butterfield Rd. Fairlawn Avenue is in very poor condition and is scheduled for rehabilitation next year per the Pavement Assessment Report completed in 2019. Crestfield Avenue is also in very poor condition and has not been resurfaced since 2004. This segment of Crestfield Avenue was unfortunately not included in the Pavement Assessment Report. The total cost to mill and resurface both streets Lane based upon the competitively bid and favorable unit prices from the Joint Bid Road Program is $205,000 (rounded). $500,000 is available in the Fiscal Year 2021/22 Annual Budget in the Project Fund (Act.# 40-0000-0-773) to fund the project.

Staff recommends approval of the attached Ordinance to waive the competitive bidding process and enter into a contract with Peter Baker & Son Co. in the amount of $205,000 for additional roadway resurfacing work on Fairlawn and Crestfield Avenues. A super-majority vote is required to waive competitive bidding and therefore, five positive votes are required for approval.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 21-O-

AN ORDINANCE WAIVING COMPETITIVE BIDDING AND AUTHORIZING A CONTRACT WITH PETER BAKER & SON CO. FOR ADDITIONAL ROADWAY RESURFACING

Adopted by the
President and Board of Trustees
Of
The Village of Libertyville
Lake County, Illinois
This ____ day of _____, 2021.

Published in pamphlet form by direction
And authority of the Village of Libertyville
Lake County, Illinois
This ____ day of _____, 2021.

ORDINANCE NO. 21-O-

AN ORDINANCE WAIVING COMPETITIVE BIDDING AND AUTHORIZING A CONTRACT WITH PETER BAKER & SON CO. FOR ADDITIONAL ROADWAY RESURFACING

WHEREAS, The Village of Libertyville entered into a contract with the low bidder Peter Baker & Son Co. for the Joint Bid Road Rehabilitation Program, which was approved by the President and Village Board of Trustees on March 23, 2021; and

WHEREAS, the contract between the Village and Peter Baker & Son Co. does not allow the opportunity to add additional streets in order to take advantage of the extremely favorable competitively bid unit prices; and

WHEREAS, Peter Baker & Son Co. has agreed to extend the extremely favorable competitively bid unit prices from the Joint Bid Road Rehabilitation Program to resurface to additional streets (segments of Fairlawn and Crestfield Avenues); and

WHEREAS, the cost to resurface the additional streets (segments of Fairlawn and Crestfield Avenues) based upon the competitively unit prices from the Joint Bid Road Rehabilitation Program is $205,000 (rounded); and

WHEREAS, $500,000 is available in the FY 2021/22 Annual Budget in the Project Fund (Act.# 40-0000-0-773) to complete the desired additional roadway resurfacing work; and

WHEREAS, the Village desires to enter into a contract with Peter Baker & Son Co. to complete additional roadway resurfacing work on segments of Fairlawn and Crestfield Avenues in the amount of $205,000; and

WHEREAS, in order to enter into the contract, the President and Board of Trustees have determined that it is appropriate to waive competitive bidding for the contract; and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interests of the Village to enter into the contract for the additional roadway resurfacing work for segments of Fairlawn and Crestfield Avenues.

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

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

SECTION 2. WAIVER OF COMPETITIVE BIDDING. The advertising and bidding requirements for the contract for the completion of the additional roadway resurfacing work for segments of Fairlawn and Crestfield Avenues are hereby waived.

SECTION 3. APPROVAL OF CONTRACT. The contract by and between the Village and Peter Baker & Son Co. is hereby approved in an amount not to exceed $205,000, in substantially the form attached to this Ordinance as **Exhibit A**.

SECTION 4. EXECUTION OF CONTRACT. The Village Administrator and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the contract upon receipt by the Village Clerk of at least one original copy of the contract executed by Peter Baker & Son Co., provided, however, that if the executed copy of the Agreement is not received by the Village Clerk within 60 days after the effective date of this

Ordinance, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

SECTION 5. 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 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this ___ day of _____, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2021.

_____
Terry L. Weppler, Village President

ATTEST:

_____
Sally A. Kowal, Village Clerk

EXHIBIT A

Contract by and between Peter Baker & Son Co. and the Village of Libertyville

Peter Baker & Son Co.

Established 1915

Lake Bluff • Lakemoor • Marengo • North Chicago

March 1, 2021

The Village of Libertyville
200 East Cook Avenue
Libertyville, IL 60048

Attn: Fred Chung

Re: Village of Libertyville
2021 Partnership Project
Sec: 21-00124-00-RS
Peter Baker & Son Job No. 21071LIB

Fred,

Peter Baker & Son Co. and its subcontractors are in agreement with the attached quantities and unit prices for the additional streets.

Should you have any questions or concerns, please contact me.

Respectfully Submitted,

Peter Baker & Son Co.

John Dosemagen

John Dosemagen | *Project Manager*

1349 Rockland Road • Lake Bluff •Illinois • 60044 • Ph: 847-362-3663 • Fax: 847-362-0707
www.PeterBaker.com

Illinois Department of Transportation

SCHEDULE OF PRICES

County Lake
Local Public Agency Libertyville
Section 21-00124-00 RS
Route Various

Cost Estimate for 2021 MFT STREET REHAB. PROJECT

Schedule for Single Bid
(For complete information covering these items, see plans and specifications)
Bidder's Proposal for making Entire Improvements

Street Names
Crestfiled Fairlawn

Item No.	Items	Unit	Quantity	Unit Price	Total	Quantity	Quantity
40600290	Bituminous Material (Tack Coat)	LB	3866	$0.01	$38.66	1933	1933
40600400	Mixtures for Cracks, Joints and Flangways	TN	10	$100.00	$1,000.00	5	5
40600625	Leveling Binder (Machine Method), N50,	TN	0	$67.10	$0.00	0	0
40600825	Polymerized Leveling Bider (Machine Method N50)	TN	260	$91.00	$23,660.00	130	130
40600982	Hot-Mix Asphalt Surface Removal - Butt Joint	SY	140	$1.00	$140.00	70	70
40602978	HMA Binder Course, IL 19.0, N50,	TN	0	$61.65	$0.00	0	0
40603335	HMA Surface Course, IL Mix D, N50,	TN	520	$64.50	$33,540.00	260	260
42400200	P.C.C. Sidewalk, 5 Inch	SQ FT	0	$7.50	$0.00	0	0
42400300	P.C.C. Sidewalk, 6 Inch	SQ FT	0	$7.75	$0.00	0	0
44000500	Combination Curb and Gutter Removal	FT	700	$4.00	$2,800.00	350	350
44000600	Sidewalk Removal	SQYD	0	$1.00	$0.00	0	0
44000157	Hot-Mix Asphalt Surface Removal - 2"	SQYD	0	$1.44	$0.00	0	0
44000158	Hot-Mix Asphalt Surface Removal - 2.25"	SQYD	0	$1.63	$0.00	0	0
44000161	Hot-Mix Asphalt Surface Removal - 3"	SQYD	5730	$3.20	$18,336.00	2865	2865
44000163	Hot-Mix Asphalt Surface Removal - 3.25"	SQYD	0	$3.90	$0.00	0	0
44000169	Hot-Mix Asphalt Surface Removal - 4.5"	SQYD	0	$4.60	$0.00	0	0
44200301	Class C Patches, Type I, 6 Inch	SQYD	200	$95.00	$19,000.00	100	100
44200305	Class C Patches, Type II, 6 Inch	SQYD	200	$52.00	$10,400.00	100	100
44200309	Class C Patches, Type III, 6 Inch	SQYD	400	$50.00	$20,000.00	200	200
44200311	Class C Patches, Type IV, 6 Inch	SQYD	230	$50.00	$11,500.00	115	115
44201745	Class D Patches, Type III, 8 Inch	SQYD	0	$35.00	$0.00	0	0
44201747	Class D Patches, Type IV, 8 Inch	SQYD	0	$60.00	$0.00	0	0
60257900	Manholes to be Reconstructed	Each	2	$1,600.00	$3,200.00	1	1
60262700	Inlets to be Reconstructed	Each	2	$1,300.00	$2,600.00	1	1
60300105	Frame and Grate to be Adjusted	Each	14	$500.00	$7,000.00	7	7
60603800	Comb Concrete Curb & Gutter, Type B-6.12	FT	0	$24.00	$0.00	0	0
60604400	Comb Concrete Curb & Gutter, Type B-6.18	FT	700	$33.00	$23,100.00	350	350
60608572	Comb Concrete Curb & Gutter, Type M-4.24	FT	0	$28.00	$0.00	0	0
70102620	Traffic Control and Protection, STD 701501 (Libertyville)	EA	1	$7,500.00	$7,500.00	0.5	0.5
78000200	Thermoplastic Pavement Marking-Line 4"	FT	0	$0.85	$0.00	0	0
78000400	Thermoplastic Pavement Marking-Line 6"	FT	200	$2.25	$450.00	100	100
78000600	Thermoplastic Pavement Marking-Line 12"	FT	0	$2.50	$0.00	0	0
78000650	Thermoplastic Pavement Marking-Line 24"	FT	56	$8.50	$476.00	28	28
78001100	Thermoplastic Pavement Marking-Letters & Symbols	FT	0	$2.64	$0.00	0	0
-	Detectable Warnings	SQ FT	0	$37.00	$0.00	0	0
-	Landscape Restoration	SQYD	310	$7.50	$2,325.00	155	155
-	Inlets to be Adjusted with New Frame and Grate (Special)	Each	0	$750.00	$0.00	0	0
-	HMA Driveway, Remove and Replace, 3"	SQYD	80	$54.85	$4,388.00	40	40
-	Brick Paver Driveway, Remove and Replace	SQYD	0	$7.50	$0.00	0	0
-	P.C.C Driveway, Remove and Replace	SQFT	80	$65.00	$5,200.00	40	40
-	Longitudunal Joint Sealant	FT	2240	$2.05	$4,592.00	1120	1120
-	Leveling Binder (Hand Method), N50,	TON	0	$25.00	$0.00	0	0
-	Agg. Pavement Sub. Base Repair	SQYD	0	$25.00	$0.00	0	0
					$201,245.66		

CONTRACT FOR
RESURFACING OF FAIRLAWN & CRESTFIELD AVENUES
BY AND BETWEEN
THE VILLAGE OF LIBERTYVILLE
AND
PETER BAKER & SON CO.

Peter Baker & Son Co.
(Full Name)

1349 Rockland Road
(Principal Office Address)

Lake Bluff, Illinois 60044
(Local Office Address)

Contact Person: John Dosemagen Telephone

Email jdosemagen@peterbaker.com

TO: Village of Libertyville ("Owner")
Department of Public Works
200 East Cook Avenue
Libertyville, Illinois 60048-2090
Attention: Paul Kendzior, Director of Public Works

Contractor warrants and represents that Contractor has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents. **The terms and conditions for the current Joint Bid Road Rehabilitation Program contract with the Contractor shall remain in force for this contract along with the stipulations below:**

1. Contract Work

A. Contract and Work. Contractor proposes, and agrees, that Contractor shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the **Resurfacing of Fairlawn and Crestfield Avenues between Dymond Ave. to Butterfield Rd.**.

2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;

3. Taxes. Pay all applicable federal, state, and local taxes;

4. Miscellaneous. Do all other things required of Contractor by this Contract; and

5. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Responsibility for Damage or Loss. If this Contract is accepted, Contractor proposes, and agrees, that Contractor shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

C. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owners judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Contractors cost, perform, or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Contractor with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Contractors expense and risk.

2. Contract Price

Contractor proposes, and agrees, that Contractor shall take in full payment for all Work and other matters set forth under Section 1 including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below:

A. Schedule of Prices. For providing, performing, and completing all Work, see Exhibit A for the Schedule of Prices for Fairlawn and Crestfield Avenues.

B. Basis for Determining Prices. It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;

2. Owner is not subject to state or local sales, use, and excise taxes and no such taxes are included in the Schedule of Prices, and that all claim or right to claim any

additional compensation by reason of the payment of any such tax is hereby waived and released;

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in the Schedule of Prices; and

4. The approximate quantities set forth in this Schedule of Prices for each Lump Sum or Unit Price Item are an estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price item installed complete in place in full compliance with this Contract, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released.

C. Payment. All payments may be subject to deduction or set off by reason of any failure of Contractor to perform under this Contract. Each payment shall include Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Contractor's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Contract Time Proposal

Contractor proposes, and agrees, that Contractor shall commence the Work in a reasonable time frame following Owner's acceptance of this Contract. Contractor proposes, and agrees, that Contractor shall perform work diligently and continuously and shall complete the Work. **All Work shall be completed by October 15, 2021.**

4. Insurance

The insurance requirements for the Joint Bid Road Rehabilitation Program contract with the Contractor shall remain in force for this contract. The Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

5. Bidder's Representations and Warranties

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

A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and

design; shall strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in Subsection 1B of this Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time. Not less than the prevailing rate of wages shall be paid to all laborers performing work on this project.

C. Not Barred. Contractor is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (I) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq

D. Qualified. Contractor has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Contractor to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above.

6. Acknowledgements

In submitting this Contract, Contractor acknowledges and agrees that:

A. Reliance. Owner is relying on all warranties, representations, and statements made by Contractor in this Contract.

B. Reservation of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low-price proposal, and reserves such other rights as are set forth in the Instructions to Contractors

C. Acceptance. If this Contract is accepted, Contractor shall be bound by each and every term, condition, or provision contained in this Contract and in Owner's written notification of acceptance in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to Owner in this Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

E. Time. Time is of the essence of this Contract and, except where stated otherwise, references in this Contract to days shall be construed to refer to calendar days.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

G. Severability. The provisions of this Contract shall be interpreted when possible to sustain their legality and enforce ability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

I. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Contractor except upon the prior written consent of Owner.

J. Governing Law. This Contract, and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois.

DATED this 14th day of April , 2021

Contractor Status

Corporation _____ State: _____

Partnership _____ State: _____

Individual Proprietorship: _____

Contractors Name:

Peter Baker & Son Co.

Signature:

Doing Business as (if different):

Printed Name:

Title/Position

Contractors Business Address:

Telephone _____ Fax _____

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

Name	Title	Address

SCHEDULE OF PRICES

Bidder's Proposal for making Entire Improvements					
Item No.	Items	Unit	Quantity	Unit Price	Total
40600290	Bituminous Material (Tack Coat)	LB	3866	$0.01	$38.66
40600400	Mixtures for Cracks, Joints and Flangways	TN	10	$100.00	$1,000.00
40600625	Leveling Binder (Machine Method), N50,	TN	0	$67.10	$0.00
40600825	Polymerized Leveling Bider (Machine Method N50)	TN	260	$91.00	$23,660.00
40600982	Hot-Mix Asphalt Surface Removal - Butt Joint	SY	140	$1.00	$140.00
40602978	HMA Binder Course, IL 19.0, N50,	TN	0	$61.65	$0.00
40603335	HMA Surface Course, IL Mix D, N50,	TN	520	$64.50	$33,540.00
42400200	P.C.C. Sidewalk, 5 Inch	SQ FT	0	$7.50	$0.00
42400300	P.C.C. Sidewalk, 6 Inch	SQ FT	0	$7.75	$0.00
44000500	Combimation Curb and Gutter Removal	FT	700	$4.00	$2,800.00
44000600	Sidewalk Removal	SQYD	0	$1.00	$0.00
44000157	Hot-Mix Asphalt Surface Removal - 2"	SQYD	0	$1.44	$0.00
44000158	Hot-Mix Asphalt Surface Removal - 2.25"	SQYD	0	$1.63	$0.00
44000161	Hot-Mix Asphalt Surface Removal - 3"	SQYD	5730	$3.20	$18,336.00
44000163	Hot-Mix Asphalt Surface Removal - 3.25"	SQYD	0	$3.90	$0.00
44000169	Hot-Mix Asphalt Surface Removal - 4.5"	SQYD	0	$4.60	$0.00
44200301	Class C Patches, Type I, 6 Inch	SQYD	200	$95.00	$19,000.00
44200305	Class C Patches, Type II, 6 Inch	SQYD	200	$52.00	$10,400.00
44200309	Class C Patches, Type III, 6 Inch	SQYD	400	$50.00	$20,000.00
44200311	Class C Patches, Type IV, 6 Inch	SQYD	230	$50.00	$11,500.00
44201745	Class D Patches, Type III, 8 Inch	SQYD	0	$35.00	$0.00
44201747	Class D Patches, Type IV, 8 Inch	SQYD	0	$60.00	$0.00
60257900	Manholes to be Reconstructed	Each	2	$1,600.00	$3,200.00
60262700	Inlets to be Reconstructed	Each	2	$1,300.00	$2,600.00
60300105	Frame and Grate to be Adjusted	Each	14	$500.00	$7,000.00
60603800	Comb Concrete Curb & Gutter, Type B-6.12	FT	0	$24.00	$0.00
60604400	Comb Concrete Curb & Gutter, Type B-6.18	FT	700	$33.00	$23,100.00
60608572	Comb Concrete Curb & Gutter, Type M-4.24	FT	0	$28.00	$0.00
70102620	Traffic Control and Protection, STD 701501 (Libertyville)	EA	1	$7,500.00	$7,500.00
78000200	Thermoplastic Pavement Marking-Line 4"	FT	0	$0.85	$0.00
78000400	Thermoplastic Pavement Marking-Line 6"	FT	200	$2.25	$450.00
78000600	Thermoplastic Pavement Marking-Line 12"	FT	0	$2.50	$0.00
78000650	Thermoplastic Pavement Marking-Line 24"	FT	56	$8.50	$476.00
78001100	Thermoplastic Pavement Marking-Letters & Symbols	FT	0	$2.64	$0.00
-	Detectable Warnings	SQ FT	0	$37.00	$0.00
-	Landscape Restoration	SQYD	310	$7.50	$2,325.00
-	Inlets to be Adjusted with New Frame and Grate (Special)	Each	0	$750.00	$0.00
-	HMA Driveway, Remove and Replace, 3"	SQYD	80	$54.85	$4,388.00
-	Brick Paver Driveway, Remove and Replace	SQYD	0	$7.50	$0.00
-	P.C.C Driveway, Remove and Replace	SQFT	80	$65.00	$5,200.00
-	Longitudunal Joint Sealant	FT	2240	$2.05	$4,592.00
-	Leveling Binder (Hand Method), N50,	TON	0	$25.00	$0.00
-	Agg. Pavement Sub. Base Repair	SQYD	0	$25.00	$0.00

Contract Amount: $205,000.

ACCEPTANCE

The Contract attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Libertyville ("Owner") this 14th day of April, 2021 with Peter Baker & Son Co. to perform milling and resurfacing of Warwick Lane for a cost not to exceed $205,000.

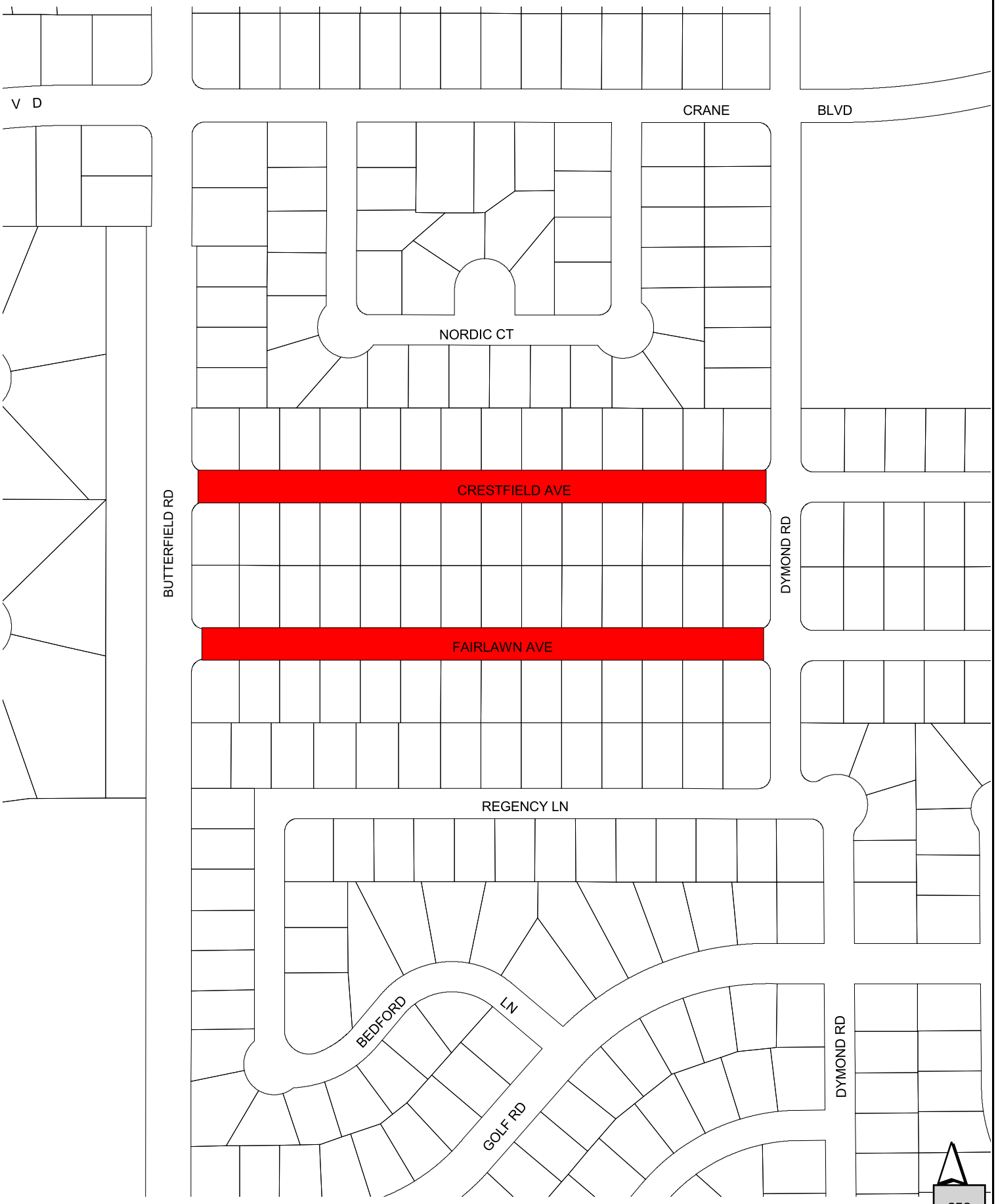
This Acceptance, together with the Contract attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, 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. 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 Amidei
Village Administrator

Additional Streets to be Resurfaced



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 13, 2021

Agenda Item: Consideration of a Resolution to Approve a Professional Services Agreement with RHMG Engineers, Inc. for Final Engineering for the Replacement of the High School Sanitary Lift Station

Staff Recommendation: Approve Resolution

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

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Background: The Village operates an existing sanitary lift station that is located on Village property and abuts the west side of the rear parking lot for Libertyville High School. Please refer to the attached Location Map. The station was constructed in 1973, making it 48-years old and approaching the end of its useful service life. In addition, the station contains pneumatic ejector pumps in a "dry-tube" that is 19-feet below grade. This presents confined entry and space concerns for staff during routine inspections and maintenance work. There is also an emergency natural gas generator on-site to operate the station in times of electrical outages. Staff desires to convert the existing 8-foot concrete diameter wet-well to a dry well and house the proposed submersible pumps that can be lifted to surface on rails for servicing, thus eliminating confined entry and space concerns. This design is similar to the recently completed US Route 45 and Dawes Street lift stations. Modern pump, electrical and SCADA controls will also be included in the project.

Staff requested a proposal from the firm of RHMG Engineers, Inc. to complete the final engineering, coordinate the competitive contractor bidding and provide construction management services for the replacement of the High School lift station. The submitted proposal was in the amount of $92,070.00. This includes $54,102.00 for design and bidding assistance (final engineering) and $37,968.00 for construction management. The proposed agreement with RHMG Engineers, Inc. is in compliance with the provisions of the *Local Government Professional Services Selection Act* as the Village has a satisfactory relationship for services established with RHMG Engineers, Inc. based upon their current and previous related work at other lift stations and the wastewater treatment plant. The proposal will be included as an exhibit in the Village's standard professional services agreement.

The Fiscal Year 2021/22 Annual Budget provides $75,000 in the Utility Capital Improvement Fund (Acct. #20-2024-6-777) to complete the desired final engineering work. The project will not be constructed until after May 1, 2022. The proposal cost for the construction management services and will be allocated in the FY 2022/23 Annual Budget.

Staff recommends approval of the attached resolution to award a professional services agreement to the firm of RHMG Engineers, Inc. to complete the final engineering and construction oversight for the replacement of High School lift station in the amount of $92,070.00, subject to the appropriation of the funds necessary for the construction management in the FY 2022/23 Annual Budget and authorize execution by the Village Administrator.

RESOLUTION NO. 21-R-

A RESOLUTION TO AWARD A PROFESSIONAL SERVICES AGREEMENT WITH RHMG ENGINEERS, INC. FOR FINAL ENGINEERING FOR THE REPLACEMENT OF THE HIGH SCHOOL SANITARY LIFT STATION

WHEREAS, The Village of Libertyville requested a proposal from the firm of RHMG Engineers, Inc. to provide final engineering services, and also including construction management for the replacement of the High School sanitary lift station; and

WHEREAS, RHMG Engineers, Inc. has satisfactorily completed numerous similar consulting engineering services for the Village over the past several years; and

WHEREAS, RHMG Engineers, Inc. submitted a proposal in the amount of $92,070.00 for the desired final engineering services ($54,102.00) and construction management ($37,968.00); and

WHEREAS, sufficient funding for the proposed final engineering services is provided in the FY 2021/22 Annual Budget in the Utility Capital Improvement Fund (Acct# 20-2024-6-777); and

WHEREAS, Village staff recommends approval of awarding a professional services agreement to Strand Associates, Inc., to provide final engineering services for the replacement of the High School sanitary lift station in the amount of $92,070.00, subject to the appropriation of the remaining $37,968.00 in the FY 2022/23 Annual Budget for construction management of the project; and

WHEREAS, it has been determined by Staff that acceptance of the Proposal from RHMG Engineers, Inc. and entering into an agreement is in compliance with the provisions of the Illinois Local Government Professional Services Selection Act (50 ILCS 510, *et. seq.*) as the Village has

a satisfactory relationship for services established with the firm of RHMG Engineers, Inc. based upon their previously completed related work and familiarity with the project.

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

Section 1. The 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 to provide final engineering services for the replacement of the High School sanitary lift station with RHMG Engineers, Inc. in the amount of $92,070.00; subject to the appropriation of the remaining $37,968.00 in the FY 2022/23 Annual Budget for construction management of the project.

Section 3: The Village of Libertyville Board of Trustees authorizes the Village Administrator to execute the professional services agreement with RHMG Engineers, Inc. to provide final engineering services for the replacement of the High School sanitary lift station.

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

PASSED this _____ day of _____, 2021.

AYES:

NAYES:

ABSENT:

APPROVED this _____ day of _____, 2021.

_____
Terry L. Weppler, Village President

ATTEST:

_____
Sally A. Kowal, Village Clerk

RHMG ENGINEERS, INC.

975 Campus Drive, Mundelein, IL 60060
847.362.5959 | Fax 847.362.0864
www.rhmg.com

March 22, 2021

Mr. Paul Kendzior, P.E., CFM
Director of Public Works
Village of Libertyville
200 East Cook Avenue
Libertyville, IL 60084

Re: Engineering Services Proposal
High School Lift Station No. 9 Improvements

Dear Mr. Kendzior:

RHMG appreciates the opportunity to submit our proposal for design engineering services associated the High School Lift Station No. 9 Improvements. The proposed improvements are to include the abandonment of the steel can lift station, converting the existing 8 ft. diameter concrete wetwell into a duplex submersible lift station, new valve vault structure, new electrical, SCADA and pump control panels and a new on-site emergency standby generator with an automatic transfer switch.

Existing High School Lift Station No. 9 Site

RHMG ENGINEERS, INC.

Mr. Paul Kendzior, P.E., CFM
Village of Libertyville
RE: Engineering Services Proposal

March 22, 2021
Page 2

Our proposed scope of services for the design, bidding and construction engineering services are outlined below:

Proposed Scope of Services

RHMG will work closely with Village staff early in the project to identify key considerations relating to site constraints, impacts during construction and equipment location for the lift station improvements. Early collaboration, evaluation, and key decisions will positively impact the direction of the project. The sequence of construction will be critical to prevent interruptions to the operation of the pump station. The construction sequencing plan will be prepared based on input from Village staff and RHMG's experience on similar projects.

Design Engineering Services

1.1. Project Initiation Meeting with Village Staff - This initial task will consist of a meeting of key RHMG team members and Village staff to discuss project requirements, equipment data, design criteria, temporary service/operation and milestone dates for submittals and review meetings. Coordination meetings with the High School and District 120 will also be held to discuss construction access, staging of equipment and materials and scheduling of the work.

1.2. Lift Station Capacity Review - The tributary / service area to the lift station will be identified and flow projections for both existing and future development conditions will be prepared. The flow projections will be reviewed with Village staff and will be utilized for the sizing of the new pumps for the lift station.

1.3. Basis of Design - The basis of design document will summarize the following design parameters for the lift station improvements.

- Wastewater flows (current and future)
- Hydraulic calculations
- Pump sizing (GPM, TDH, HP)
- Recommended pump manufacturer and model
- Wetwell operating levels
- Valve sizing, bypass pumping connection
- Electrical gear sizing
- Generator sizing
- SCADA controls and alarms

1.4. Field Investigations - RHMG will perform a limited site survey to confirm the location and configuration of the existing equipment and structures and the spatial constraints of the site. We will also locate the upstream manhole from the wetwell and the forcemain

RHMG ENGINEERS, INC.

discharge manhole for development of the bypass pumping plan. Areas for construction staging and material storage will also be identified.

1.5. Design Plans - After the completion and review of the basis of design document and the field investigations, we will proceed with the preparation of the design plans. The first submittal for Village review will be completed to approximately 85%. Following the review, the Village's comments will be incorporated into the final design plans. The project design plans will include:

- Project and Construction Notes
- Site Plan / New Facilities Plan
- Construction Staging and Material Storage
- Bypass Pumping Plan / Construction Sequencing
- Demolition Plan
- Wetwell Modifications and Valve Vault Plan
- Mechanical Piping Plan and Forcemain Connection Plan
- Electrical / SCADA Plan including Equipment and Conduit Schedules

1.6. Project Specifications - Technical specifications will be written for materials and equipment for the proposed lift station improvements and all associated materials and workmanship, all in accordance with the Village standards and local and state regulatory requirements.

1.7. Opinion of Probable Construction Cost - The opinion of probable construction cost will be prepared based on the design plans and specifications. This estimate will be based on historical cost data and will reflect all unique project conditions/constraints.

1.8. Preparation of Bidding Documents - RHMG will prepare contract documents, bidding documents, and specifications. The plans and specifications for the required work shall meet all Local, State and Federal regulations. The plans, specifications and contract documents shall provide the necessary information to allow a contractor to bid and complete the required Scope of Work, and shall be in a format that is acceptable to the Village of Libertyville. In addition to the printed copies, final design documents will be delivered to the Village in PDF format.

RHMG ENGINEERS, INC.

1.9. Permits from Regulatory Agencies - RHMG will prepare and submit the IEPA construction permit application and any other regulatory sign-off submittals required for the project. RHMG will make all modifications to the plans, specifications and submittals to meet review requirements for all applicable regulatory and review agencies. All coordination concerns will be addressed and sign-offs obtained prior to construction.

1.10. Independent In-House Review - As a final quality control measure, a final in-house review of the complete design will be performed. The final review will address such issues as coordination between plans and specifications, coordination between drawings, missing details and constructability.

1.11. Bidding Assistance - RHMG will assist the Village with the bidding phase of the project. Tasks that RHMG will assist with include the following.

- Distribution of the Bidding Documents
- Attend Pre-Bid Meeting
- Respond to questions from Bidders and issue Addendums
- Review Bids and provide Bid Award Recommendation

1.12. Coordination, Project Management and Administration - RHMG will provide the required coordination, project management and administration for the project. Regular status reports will be provided to Libertyville that will track the project schedule and progress.

Construction Services

2.1. Pre-Construction Meeting - RHMG will coordinate and attend the pre-construction meeting with the Village and Contractor to establish lines of communication, review of project schedule and milestone dates, review of contract documents and construction sequencing.

2.2. Shop Drawings - RHMG will review the shop drawing submittals required to be submitted by the Contractor to insure conformance with the plans and specifications.

2.3. Construction Coordination and Consultation - RHMG will assist the Village on an as needed basis with construction coordination and responses to RFI's from the Contractor. RHMG will be available to provide on-site, email and telephone support throughout the duration of the project.

RHMG ENGINEERS, INC.

Mr. Paul Kendzior, P.E., CFM
Village of Libertyville
RE: Engineering Services Proposal

March 22, 2021
Page 5

2.4. Construction Observation - On-site observation of the construction activities will be performed on a part-time basis. The site visits will be coordinated with the phases of construction and activities at the site.

2.5. Contractor Pay Requests - Contractor pay requests for the project will be reviewed to verify that pay requests reflect the completed work. The review will address the required waivers of lien and certified payroll. Recommendation for payment will be made to the Village.

2.6. Final Inspection and Punch List - Upon completion of the construction work, RHMG will perform a final inspection of the project to confirm compliance with project plans and specifications. A punch list will also be prepared to document any items needed to be addressed by the Contractor prior to final acceptance by the Village.

2.7. Record Drawings - Utilizing the field redline set of drawings from the Contractor and the RHMG and Village inspectors, an "As-Built" set of drawings will be prepared and delivered to the Village. The deliverables will include one (1) hard copy and one (1) electronic copy of "as-built" drawings.

Project Schedule

We are prepared to proceed with the work on May 3rd upon your authorization and will complete the preparation of the plans and specifications for the lift station improvements within 75 calendar days provided that we are not delayed due to circumstances beyond our control. Based on this proposed schedule the IEPA construction permit application would be ready for submittal on July 16th. Approval of the IEPA construction permit is anticipated to take 45 to 90 days. Based on the anticipated lead times for the equipment we are estimating a construction time of 150 days.

Engineering Fees

We propose to perform the design and construction engineering services on a time and materials basis for a fee not to exceed of $92,070.00 as illustrated in the attached Exhibit A.

Design & Bidding Phase:	$52,482.00
Construction Phase:	$36,718.00
Expenses:	$2,500.00

RHMG ENGINEERS, INC.

Mr. Paul Kendzior, P.E., CFM
Village of Libertyville
RE: Engineering Services Proposal

March 22, 2021
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RHMG will submit invoices on a monthly basis with payment due within 30 days. We are prepared to proceed with the work immediately upon your authorization. You may authorize this work by executing the signature block below and returning a copy of this letter.

We appreciate this opportunity to be of continuing service to the Village of Libertyville. If you have any questions, please give me a call to discuss.

Sincerely yours,

RHMG ENGINEERS, INC.

William R. Rickert, P.E., BCEE, CFM
President

Steven E. Zamaites, P.E.
Vice President

Attachment

Village of Libertyville

Agreed to this _____ day of _____, 2021

By: _____

Title: _____

RHMG ENGINEERS, INC.

Exhibit A
Hour and Fee Estimate
Village of Libertyville
High School Lift Station No. 9 Improvements

	HOURS							
Design and Bidding Phase	**Principal / Proj. Manager**	**Senior Proj. Engineer**	**Electrical Engineer**	**Project Engineer**	**Senior Drafter**	**Clerical**	**Hours per Task**	**Fee per Task**
1.1 Project Initiation Meeting	2	2		2			6	$ 946
1.2 Lift Station Capacity Review		8		8			16	$ 2,304
1.3 Basis of Design		12		12			24	$ 3,456
1.4 Field Investigations				8	8		16	$ 1,824
1.5 Design Plans		40	12	40	40		132	$ 17,332
1.6 Project Specifications		24	8	24		8	64	$ 8,704
1.7 Opinion of Probable Construction Cost		6	2	6			14	$ 2,030
1.8 Preparation of Bidding Documents		8		8	24	8	48	$ 5,288
1.9 Permits from Regulatory Agencies		2		2		2	6	$ 722
1.10 Independent In-House Review	8						8	$ 1,480
1.11 Bidding Assistance		16	6	16		4	42	$ 5,806
1.12 Coordination, Project Management & Administration	16						16	$ 2,960
Total Hours	26	118	28	126	72	22	392	
Billing Rate	$ 185.00	$ 160.00	$ 151.00	$ 128.00	$ 100.00	$ 73.00		
Labor Cost	$ 4,810	$ 18,880	$ 4,228	$ 16,128	$ 7,200	$ 1,606		$ 52,852
Fee for Design and Bidding Phase								**$52,852**

	HOURS							
Construction Phase	**Principal / Proj. Manager**	**Senior Proj. Engineer**	**Electrical Engineer**	**Project Engineer**	**Senior Drafter**	**Clerical**	**Hours per Task**	**Fee per Task**
2.1 Pre-Construction Meeting		3		3			6	$ 864
2.2 Shop Drawings		8	8	8		2	26	$ 3,658
2.3 Construction Coordination and Consultation	12	24	12	12			60	$ 9,408
2.4 Construction Observation (Part-Time for 5 weeks)		40		100			140	$ 19,200
2.5 Contractor Pay Requests		2		4		2	8	$ 978
2.6 Final Inspection and Punch List		2		4		2	8	$ 978
2.7 Record Drawings		2		4	8		14	$ 1,632
Total Hours	12	81	20	135	8	6	262	
Billing Rate	$ 185.00	$ 160.00	$ 151.00	$ 128.00	$ 100.00	$ 73.00		
Labor Cost	$ 2,220	$ 12,960	$ 3,020	$ 17,280	$ 800	$ 438		$ 36,718
Fee for Construction Phase								**$36,718**

Total Labor Fee $89,570

Direct Expenses

RHMG - Reproductions, travel, rental equipment, etc.	$ 2,500

Total Project Fee Labor and Expenses $92,0

Capital Plan

Data in Year 2022

Village of Libertyville, Illinois

Project # PW-SS-001

Project Name High School Lift Station - Eng. & Construction

Type Improvement
Useful Life 40 years
Category Sanitary Sewer
Project Scope New Project

Department Public Works Department
Contact Public Works Director
Priority 1 Critical

Description

Total Project Cost: $775,000

Convert existing can lift station in to a submersible station and add a standby generator.

Justification

Built in 1977, the station will be 48 years old when construction will be completed. Converting to a submersible station reduces confined space entry and fall protection for this very critical lift station.

Expenditures	2022	2023	2024	2025	2026	Total
Planning/Design/Engineering	75,000					75,000
Construction/Maintenance		700,000				700,000
Total	**75,000**	**700,000**				**775,000**

Funding Sources	2022	2023	2024	2025	2026	Total
Utility Fund	75,000	700,000				775,000
Total	**75,000**	**700,000**				**775,000**

Budget Impact/Other

Staff anticipates a savings of $1,000/year in maintenance.

Budget Items	2022	2023	2024	2025	2026	Total
Maintenance			-1,000	-1,000	-1,000	-3,000
Total			**-1,000**	**-1,000**	**-1,000**	**-3,000**

GISConsortium

High School Sanitary Lift Station

Legend

0 150 300 ft

Print Date: 3/23/2021

Notes

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

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 13, 2021

Agenda Item: Consideration of a Resolution Approving an Intergovernmental Agreement for Dispatch Services with Vernon Hills and the Countryside Fire Protection District

Staff Recommendation: Approve Resolution

Staff Contact: Fire Chief Richard Carani, Police Chief Clint Herdegen, Finance Director Nick Mostardo

Background: Currently, fire and police dispatch services for the Village of Libertyville and fire services for the Libertyville Fire Protection District are contracted with the Village of Vernon Hills and the Countryside Fire Protection District. The current agreement for dispatch services is due to expire April 30, 2021, and a new five (5) year agreement for dispatch services is recommended for approval.

Staff has been very happy with the services provided by Vernon Hills and Countryside. Staff continues to work with the Regional 911 group towards the development of a county-wide dispatch center. Vernon Hills and Countryside are also committed to this process.

The new five (5) year agreement has the following modifications and cost structure difference from the current agreement:

- The term is 5 years with a 6th year option.
- The agreement can be terminated at any time if all parties agree to join the Lake County Regional 911. The agreement may be terminated by the Village, with a 6 month notice, if the Village exclusively decides to join the Lake County Regional 911.
- The Village would be allowed to stop Capital payments or redirect unused Capital payments if the parties join the Lake County regional 911.
- Technology language was added to include immediate notification and communication between the parties in the event of a Cyber attack in the dispatch center.
- Cost:

2021-22 - 1%	$941,520.00
2022-23 - 2.5%	$965,058.00
2023-24 - 3.%	$994,010.00
2024-25 - 3.5%	$1,028,800.00
2025-26 - 3.5%	$1,064,808.00
2026-27 - 3.5%	$1,102,076.00

Staff is recommending the Village Board approve the Resolution and authorize the Mayor to execute a five (5) year dispatch services agreement with the Village of Vernon Hills and the Countryside Fire Protection District.

RESOLUTION NO. 21-R-____

A RESOLUTION APPROVING A DISPATCH SERVICES AGREEMENT
WITH THE VILLAGE OF VERNON HILLS
AND THE COUNTRYSIDE FIRE PROTECTION DISTRICT

WHEREAS, the Village of Vernon Hills (***"Vernon Hills"***) and the Countryside Fire Protection District (***"Countryside FPD"***) jointly operate a communication center for dispatch services (***"Communication Center"***); and

WHEREAS, the Village, Vernon Hills, and the Countryside FPD desire to enter into an agreement for the provision of police and fire dispatch services by the Communication Center (***"Agreement"***); and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Agreement with Vernon Hills and the Countryside FPD will serve and be in the best interest of the Village and its residents.

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

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

SECTION 2: The Agreement between and among the Village, Vernon Hills, and the Countryside FPD is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form and substance acceptable to the Village Administrator and the Village Attorney.

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

documentation related thereto.

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

PASSED this ___ day of _____, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this ___ day of _____, 2021.

_____
Terry L. Weppler, Village President

ATTEST:

_____
Sally A. Kowal, Village Clerk

EXHIBIT A

Agreement

SERVICES AGREEMENT BETWEEN
THE VILLAGE OF VERNON HILLS,
THE COUNTRYSIDE FIRE PROTECTION DISTRICT AND
THE VILLAGE OF LIBERTYVILLE

This Agreement is made and entered into as of this ___th day of _____ 2021 by and between the Village of Vernon Hills, a Home Rule municipal corporation of the State of Illinois, in accordance with Article VII, Section 6 of the Constitution of the State of Illinois (1970) and organized and existing under the terms of the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq. (hereinafter, "Vernon Hills"), and the Countryside Fire Protection District, a Fire Protection District, organized and existing under the terms of the Illinois Fire Protection District Act, 70 ILCS 705/1 et seq. (hereinafter, "Countryside"), jointly operating a communication center, and the Village of Libertyville, a non-Home Rule municipal corporation of the State of Illinois, organized and existing under the terms of the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq. (hereinafter, "Libertyville").

W I T N E S S E T H :

WHEREAS, pursuant to an intergovernmental agreement, Vernon Hills and Countryside jointly operate a communication center for dispatch services. For purposes of this Agreement, Vernon Hills and Countryside shall be collectively referred to herein as the "Communication Center"; and

WHEREAS, Libertyville operates a full time police department (hereinafter, the "Police Department") providing police services within the Village of Libertyville; and

WHEREAS, Libertyville operates a full-time fire department (hereinafter, the "Fire Department") providing fire protection and emergency medical services within the Village of Libertyville; and

WHEREAS, pursuant to an intergovernmental agreement between the Libertyville Fire Protection District ("the LFPD") and the Village of Libertyville (hereinafter, the "LFPD Agreement"), the Fire Department provides fire protection and emergency medical services within the jurisdictional limits of the LFPD; and

WHEREAS, pursuant to an intergovernmental agreement between the Rockland Fire Protection District ("the RFPD") and the Village of Libertyville (hereinafter, the "RFPD Agreement"), the Fire Department provides fire protection and emergency medical services within the jurisdictional limits of the RFPD; and

WHEREAS, the Communication Center and Libertyville wish to enter into an agreement, pursuant to which the Communication Center will provide Libertyville with certain emergency telephone answering, fire alarm monitoring and police and fire radio dispatch services utilizing personnel and equipment maintained and operated by the Communication Center (hereinafter, collectively referred to as "the Dispatch Services"); and

WHEREAS, Libertyville desires to enter into this Agreement with Vernon Hills and Countryside to provide a mutually beneficial arrangement regarding emergency telephone answering and police and fire dispatch services provided by the Communication Center; and

WHEREAS, the Parties have the power and authority to enter into this Agreement pursuant to the provisions of Article VII, Section 10 of the Illinois Constitution of 1970, and the

Illinois Intergovernmental Cooperation Act, as amended, 5 ILCS 220/1 et seq., and other applicable authority; and

WHEREAS, Libertyville, Countryside and Vernon Hills have determined that it is in the best interests of each party to this Agreement and the public health, safety and welfare of persons and property within their respective jurisdictional areas to enter into this Agreement providing that the Communication Center shall provide Dispatch Services to Libertyville;

NOW, THEREFORE, for and in consideration of the mutual covenants herein made and pursuant to all applicable statutes and local ordinances, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties do hereby agree as follows:

Section 1. Recitals.

The foregoing recitals are by this reference incorporated herein and made a part hereof.

Section 2. **Provision of Dispatch Services by Communication Center and Corresponding Obligations of Libertyville**.

A. Obligations of the Communication Center. At all times during the term of this Agreement, the Communication Center shall continuously operate a full service dispatch center to provide Dispatch Services to Libertyville. Dispatch Services to be provided by the Communication Center to Libertyville shall include, without limitation, the following:

1. Provide 24-hour a day answering of all 9-1-1 calls for police services and fire protection and emergency medical services within the Village of Libertyville.

2. Provide 24-hour a day answering of all 9-1-1 calls forwarded to the Communication Center from the Lake County Public Safety Answering Point for fire protection and emergency medical services within the LFPD and RFPD during the term of the LFPD and RFPD Agreement**s** and any renewal term thereof.

3. Provide 24-hour a day answering of all calls made to the ten (10) digit emergency telephone numbers for the Fire Department and the Police Department.

4. Provide answering of all calls made to the public safety non-emergency ten (10) digit Police Department telephone number after normal business hours of the Police Department, as may be designated from time to time by the Chief of the Police Department (typically between 9:00 p.m. and 8:00 a.m.). Any change in timeframe shall be discussed and agreed upon by both entities to allow for adequate staffing of the Communications Center.

5. Maintain updated telephone lists as provided by Libertyville staff and employees, and implement and utilize call-out procedures for emergencies and non-emergencies, and forward messages, utilizing reasonable telephone answering procedures adopted by the Communication Center.

6. Provide 24-hour a day dispatching for all Libertyville Police and Fire Department calls for police services and fire protection and emergency medical services and related activities. The Communication Center shall provide properly qualified employees to dispatch all calls for fire protection and police services.

7. Maintain and operate radio and computer communications with Libertyville for all Police Department and Fire Department calls, utilizing national recognized standards and existing procedures of the Communication Center.

8. The Communication Center shall use best efforts to employ sufficient staff to answer anticipated call loads as the demands change from time to time.

9. Provide and continuously update training to all employees of the Communication Center in the operation of the equipment utilized by the Communication Center in order to provide the Dispatch Services, including but not limited to the Communication Center's New World C.A.D. program for Police calls and in the operation of the Lake County C.A.D. program for fire calls. The Communication Center agrees to maintain and update the New World C.A.D. program for police and the Communication Center agrees to maintain and update the Lake County C.A.D. program for fire.

10. Upon request by Libertyville, the Communication Center Staff shall provide copies of reports on call volume, LEADS reports, officer time usage, and any other requested reports not otherwise available to Libertyville directly.

11. Provide warning notifications to the Libertyville community and residents, including without limitation activating community warning sirens, as requested by Libertyville and in accordance with the Communication Center's policies and procedures, provided that Libertyville shall be responsible for all costs associated with the purchase and installation, maintenance, and/or relocation of any equipment necessary to activate Libertyville's community warning sirens.

12. Maintain a call logging and recording system of all emergency 9-1-1 calls and, upon request, provide copies of recorded calls to the Village of Libertyville in accordance with the Communication Center policies and procedures.

13. Operate, maintain, and manage the Law Enforcement Data System program *("LEADS")* and the National Crime Information Center program ***("****NCIC"),* including without limitation the following activities:

    a. Assist and cooperate with all audits of the LEADS and NCIC program files and operations.

    b. Enter into the LEADS or NCIC system information as requested by Libertyville, including without limitation warrants and sex offenders.

    c. Maintain and manage all LEADS and NCIC files.

d. Remove from the LEADS and NCIC files information and data that is no longer current upon proper notification.

e. Update and validate, on a regular basis, LEADS and NCIC data and files, with information provided by Libertyville.

f. Maintain and manage C.A.D. run card files, mapping and caution notes.

14. Maintain and operate mutual aid dispatch services for Libertyville in accordance with the emergency response plans and programs established by the Northern Illinois Police Alarm System ("*NIPAS***")**, and the Illinois Law Enforcement Alarm System ("*ILEAS*") for police and the Mutual Aid Box Alarm System ("MABAS") for fire, as well as any other applicable public safety organizations, provided, however, that the Communication Center's obligations in this regard are limited to monitoring, dispatching, documenting, and updating of system information, based upon data provided by Libertyville.

15. All telecommunicators responsible for the provision of emergency medical dispatch ("EMD") shall be EMD certified through one of the state approved EMD certification programs.

16. All Vernon Hills Communications staff rendering dispatch services to the Communication Center hereunder shall be for all purposes employees of Vernon Hills, although they may from time to time act for the benefit of the Countryside or Libertyville.

    a. Control of Vernon Hills Communications personnel, standards of employee performance, discipline, and all other aspects of supervision shall be entirely the responsibility of Vernon Hills.

    b. All liabilities for salaries, wages, and other compensation benefits, injury, sickness, or retirement system contributions for Vernon Hills Communications stall shall be entirely the responsibility of Vernon Hills.

17. All Countryside Communications staff rendering dispatch services to the Communication Center hereunder shall be for all purposes employees of Countryside, although they may from time to time act for the benefit of Vernon Hills or Libertyville.

    a. Control of Countryside Communications personnel, standards of employee performance, discipline, and all other aspects of supervision shall be entirely the responsibility of Countryside.

    b. All liabilities for salaries, wages, and other compensation benefits, injury, sickness, or retirement system contributions for Countryside Communications stall shall be entirely the responsibility of Countryside.

18. The parties shall cooperate in the preparation of responses to subpoenas or FOIA requests made to their individual entities concerning the dispatch services, or in the event litigation arises regarding matters related to

dispatch services, make their employees available for depositions or other litigation-related appearances or interviews.

19. Respond to and provide requests for updates or clarifications on communications from the Communication Center Supervisors and IT Staff in a timely manner, however not in excess of one (1) business day. The parties shall immediately notify each other in the event of a cybersecurity attack in which a potential or actual breach of their respective computer networks and/or computer systems has occurred.

B. Obligations of Libertyville. Libertyville agrees to perform the following in order to enable the Communication Center to efficiently and properly fulfill its obligations under this Agreement:

1. Provide timely updated telephone lists, and call out procedures.

2. Provide timely notification of a Libertyville designee for receiving notice in the absence of the Police Chief and/or Fire Chief.

3. Provide proper equipment and connections to enable the Communication Center to view all closed circuit television cameras as identified by Libertyville, with the understanding that these television cameras will provide real time viewing. The Communication Center will have the ability to view the camera sites, but the Communication Center is not undertaking and shall not undertake the duty to monitor or record the television camera sites on an on-going basis.

4. Provide reasonable cooperation in assisting the Communication Center to maintain accreditation as desired by the Communication Center.

5. Provide timely reports and other data needed for the Communication Center to comply with LEADS requirements, CJIS, HIPAA, and any other Federal, State or Locally mandated policies related to the operation of the Communications Center.

6. The Communication Center agrees to participate in training exercises of Libertyville upon reasonable notification thereof.

7. Provide both a primary and secondary point of contact to facilitate the flow of information between the Communications Center and Libertyville. Maintain email distribution list(s) to provide for dissemination to all Police and/or Fire Department personnel.

8. Respond to and provide requests for updates or clarifications on communications from the Communication Center Supervisors and IT Staff in a timely manner, however not in excess of ten (10) business days.

9. Maintain and manage all subject, vehicle, occupancy, business registry, and key holder information pertaining to any Records Management System. Provide Communications Center Management any new or changes to business' or common names.

C. New Recipients of Dispatch Services. The parties acknowledge that the Communication Center may be approached by other municipalities and/or fire protection districts to enter into agreements by which the Communication Center may provide dispatch services. The Communication Center retains the power, in its sole discretion, to enter into such agreements; provided that the Communication Center represents and warrants that the standards of

performance for the Dispatch Services shall not materially diminish in any manner following any extension of similar services by the Communication Center to other municipalities or fire protection districts and that Libertyville shall not be responsible for any increased cost to the Communication Center attributable to such other municipalities or fire protection districts receiving dispatch services from the Communication Center, until such time that a new governance model is created and implemented.

Vernon Hills and Countryside mutually agree with Libertyville that service expansion is essential to the long term management of service cost for all agencies dispatched out of the Communication Center. The parties understand that such service expansion will be considered by them, even if a regional communications arrangement does not materialize in the near future of which they may become members. Marketing efforts will include discussion with other agencies not presently served by the Communications Center that are contiguous and/or overlap Vernon Hills, Countryside or Libertyville. It is agreed that police/fire service agencies are priority for new dispatching service growth.

D. Regional 911 Opportunity. The parties recognize that Vernon Hills, Libertyville and Countryside have all invested in the potential for a greater regional 911 presence in Northern Illinois, and all mutually agree that they will make decisions when such an opportunity arises to meet that goal.

Section 3. Determination and Payment of Costs by Libertyville.

A. Monthly Fee for Dispatch Services. Libertyville agrees to pay a monthly fee ("Monthly Dispatch Fee") based upon Libertyville's Share of the Annual Dispatch Operating Costs for the Dispatch Services provided by Vernon Hills and Countryside pursuant to this Agreement in the amounts set forth in Exhibit A**,** attached hereto and incorporated by reference herein. The parties acknowledge and agree that the Monthly Dispatch Fee includes ongoing expenses to upgrade, improve, and enhance the Dispatch Services and the equipment and facilities relating thereto. The Monthly Dispatch Fee shall be due on the first of each month.

The provisions of the Local Government Prompt Payment Act (50 ILCS 505/1) shall apply to all payments due hereunder.

B. Capital Charges or Regional 9-1-1 Expense. The Communications Center will incur certain capital costs (the "Capital Costs"). The parties agree that Libertyville's Capital Costs per year for the five (5) year term of this agreement are denoted in the attached Exhibit A. The parties agree that, subject to the terms of this Agreement, Libertyville shall be responsible for the payment of the Capital Costs related to dispatching services and that such payment shall be on a monthly basis, pro-rated over the five (5) year term of this Agreement pursuant to the schedule set forth in Exhibit A ("the Monthly Capital Payment"). The Monthly Capital Payment shall be made in addition to the Monthly Dispatch Fee. In the event that the parties mutually agree to pursue entry into a regional 9-1-1 dispatch operation arrangement, Libertyville will not be responsible for funding future Capital Costs for the Vernon Hills Dispatch Center. Upon the effective date of any such regional dispatch operation arrangement, any Capital Costs paid by Libertyville but not yet used by Vernon Hills may be used to fund the parties' entry into such arrangement or shall be returned to Libertyville.

C. New World SSMAs Charges. The Communications Center will incur annual costs for software maintenance. The parties agree that an estimate of Libertyville's annual charges for software maintenance will be determined by Vernon Hills on a yearly basis, and Vernon Hills will notify Libertyville of its share of said charges by December 1, 2020 each year for the following calendar year. Vernon Hills will provide written documentation of the actual SSMA charges from its vendor. Any change to said charge shall not be a basis for termination of this Agreement. The

parties agree that, subject to the terms of this Agreement, Libertyville shall be responsible for the payment of the New World SSMAs annual charges, and that such payment shall be on a monthly basis, pro-rated over the five (5) year terms of the Agreement pursuant to the schedule set forth in Exhibit A ("the Monthly Software Maintenance Fee Payment"). The Monthly Software Maintenance Fee Payment shall be made in addition to the monthly Dispatch Fee.

D. Payment of Monthly Dispatch Fees and Monthly Capital Expense Fee. Unless otherwise agreed to in writing by all of the parties to this Agreement, all checks representing payments of the Monthly Dispatch Fee, the Monthly Capital Payment and the Monthly Software Maintenance Fee Payment shall be made payable to "The Village of Vernon Hills" and shall be mailed or delivered to the Village of Vernon Hills Police Department with a copy to the Countryside Fire Protection District, at the addresses provided in this Agreement. Countryside and Vernon Hills, pursuant to their Intergovernmental Agreement, shall be solely responsible for determining the percentage of any payments received from Libertyville which are to be distributed between Countryside and Vernon Hills.

E. The parties agree that no other capital charges are due from Libertyville for any period of time prior to the Commencement Date. Except as expressly provided herein, Libertyville will not be responsible for the payment of any other fees, expenses or capital charges which are in any manner related to the Communications Center and/or its provision of Dispatch Services, accept such charges as may be specifically approved by Libertyville, in writing.

Section 4. Insurance.

A. Coverage Provided. Each member of the Communication Center agrees to provide the following insurance coverages for the Dispatch Services applicable only to their individual responsibilities with respect to the operations of the Communications Center:

1. Commercial General Liability;

2. Business Liability for any equipment used in the provision of the Dispatch Services under this Agreement;

3. First Party Property;

4. Workers' Compensation; and

5. Employers' Liability for employees of the Communication Center who perform the Dispatch Services under this Agreement.

Such coverages shall be in amounts no less than what each member of Communication Center maintains for itself in its normal course of business.

B. Indemnification.

1. The Communication Center does hereby indemnify and hold Libertyville harmless from and against any and all claims which may arise out of the provision of Dispatch Services by the Communication Center under this Agreement, except to the extent caused by the negligence or willful or wanton conduct of Libertyville, as the case may be. Nothing herein shall be construed to waive any immunities that any party to this Agreement may assert.

2. Libertyville does hereby indemnify and hold the Communication Center and, Vernon Hills and Countryside Fire Protection District, jointly and severally harmless from and against any and all claims which may arise out of the obligations of Libertyville under this Agreement, or any obligation related to the provision of police and/or fire services, except to the extent caused by the negligence or willful or wanton conduct of the Communication Center. Nothing herein shall be construed to waive any immunities that any party to this Agreement may assert.

3. Vernon Hills and Countryside hereby indemnify and hold the other harmless from and against any and all claims which may arise out of the provision of Dispatch Services by their individual employees under this Agreement. Except to the extent caused by the negligence or willful or wanton conduct of the other.

C. Proof of Coverage by the Communication Center. Each member of the Communication Center agrees to furnish to Libertyville a certificate of coverage detailing the self-insurance or commercial insurance as provided by its insurer. The certificate shall be delivered to Libertyville within thirty (30) days after the effective date of this Agreement, and shall name Libertyville as an additional insured on all certificates memorializing the coverages set forth in Section 4.A.

D. Termination of Coverage. If the Communication Center's coverage as provided by its insurer is terminated for any reason:

1. The Communication Center shall promptly notify Libertyville of receipt of any such notice; and

2. The Communication Center agrees to use its best efforts to provide comparable coverage either through membership in a joint risk management association or through commercial insurance carriers.

E. Coverage by Libertyville. Libertyville agrees to provide commercial general liability coverage for their operations as provided herein, and workers compensation coverage and employers' liability for their employees who will perform obligations of Libertyville under this Agreement, and to provide proof of insurance at the Communication Center's request.

Section 5. **Promotion of Interaction and Communication**.

The parties agree that they desire to establish a variety of means to enhance and promote communication and cooperation between the Communication Center and Libertyville. In addition to those matters otherwise addressed in this Agreement, the parties also wish to establish the following:

A. Access to Information about Service Delivery. Libertyville shall have access to records pertaining to the Dispatch Services provided to them for the purposes of inspection by any authorized representatives of Libertyville (during regular business hours, upon reasonable notice), to the same extent as such records are available for inspection by any authorized representatives of the Communication Center.

B. Issue Resolution Procedure. The Communication Center shall establish operational rules and procedures for logging in and responding to inquiries and issues referred to it by individuals requesting or receiving Dispatch and/or concerning the Dispatch Services. The

procedures shall include a requirement that the Communication Center informs Libertyville when specific inquiries and/or issues are brought to the attention of the Communication Center. The rules and procedures shall include responding to operational issues referred by the Village of Libertyville supervisors.

C. Regular Meetings. The parties agree that representatives of each of the parties shall meet initially to consider the implementation of operational rules and procedures for the provision of the Dispatch Services pursuant to this Agreement. The parties further agree that their representatives shall meet on a regular basis (at least quarterly) to discuss this Agreement and the Dispatch Services provided pursuant to this Agreement, including without limitation issues relating to the operation of the Dispatch Services and the complaint procedures described in Subsection 5.B of this Agreement.

Section 6. Records.

The Communication Center shall establish and keep a computerized record system for all data relative to the Dispatch Services. The parties shall provide and exchange records in accordance with the provisions and limitations of the Health Insurance Portability Accountability Act, the provisions of which shall supersede any conflicting requirement of this Section.

Section 7. Dispute Resolution.

A. Negotiation. The parties desire to avoid and settle without litigation any future disputes that may arise between them relative to this Agreement. Accordingly, the parties agree to engage in good faith negotiations to resolve any such dispute. If any party has a dispute about a violation, interpretation, or application of a provision of this Agreement, or a dispute regarding a party's failure to comply with this Agreement, then that party may serve on the other party written notice, delivered as provided in Section 10 of this Agreement, setting forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. The parties then, within seven (7) days, shall schedule a date certain for representatives of the parties to meet in a conference to resolve the dispute. Such conference shall be conducted within thirty (30) days after notice of the dispute has been delivered as provided herein. If a resolution is not reached within such 30-day period (or such longer period to which the parties may mutually agree), then either party may pursue remedies available under this Agreement, including termination.

B. Continuation of Services and Payments. During all negotiation proceedings and any subsequent proceedings provided for in this Section 7, the Communication Center and Libertyville shall continue to fulfill the terms of this Agreement to the fullest extent possible. The Communication Center shall continue to provide Dispatch Services to Libertyville as provided by this Agreement. Libertyville shall continue to make all monthly payments to the Communication Center for the Dispatch Services as provided by this Agreement other than such capital payments about which there may be a dispute.

C. Remedies. Provided that the parties have met their obligations under Section 7.A, the parties shall be entitled to pursue such remedies as may be available in law and equity, including an action to secure the performance of the covenants, agreements, conditions, and obligations contained herein. The parties agree that any such action must be brought in the Circuit Court of Lake County, Illinois. The requirements of Section 7.A shall be waived in the event of either significant risk of irreparable harm or significant jeopardy to public health and safety. However, during all periods in which the parties are dealing with a dispute or a remedy, the

Communication Center shall continue to provide dispatch services only so long as Libertyville continues to make its monthly payments.

Section 8. Term: Termination.

A. Term. The term of this Agreement shall be five (5) years commencing on _____, 2021 (the "Commencement Date"), and terminating on _____, 2026. The parties may mutually agree to extend the length of the agreement by one (1) year to terminate April 30, 2027.

B. Termination. This Agreement may be terminated pursuant to one of the following procedures:

1. By written amendment to this Agreement duly authorized by the appropriate legislative action of each of the parties; or

2. In the event of a material default under this Agreement, and provided that the parties have failed to resolve matters pursuant to the provisions of Section 7, the non-defaulting party may notify a defaulting party in writing setting forth the nature of the default and the requested remedy of such default. The defaulting party shall thereafter have 10 days to correct the default prior to the non-defaulting party's terminating this Agreement; provided that said 10-day period shall be extended, for a reasonable time not exceeding 90 days, if said default cannot reasonably be cured within said 10-day period. If a defaulting party fails to cure the default within the cure period provided in this Section, the non- defaulting party shall have the right to terminate this Agreement by written notice of termination to the defaulting party, which termination will be effective immediately (or by such other date, not beyond the term of this Agreement, as the non-defaulting party may determine). A party that terminates this Agreement pursuant to this Section 8.B.2 shall retain its rights to pursue any and all other remedies that may be available, either in law or in equity under this Agreement.

3. Any party may cancel this agreement for cause with advance written notice of at least twelve (12) months. The parties may mutually agree to cancel this agreement upon all parties entering into an agreement to transition dispatch operations to that of a regional 9-1-1 system in which all parties become a member. If one or all of the parties mutually agree to transition to a regional 911 system, advanced notice of termination can be shortened to 6 months, or a period of time mutually beneficial to all parties. During the notice period, the parties shall remain contractually obligated to perform the required services under this agreement, despite written notice of cancellation to occur.

4. In the event Vernon Hills merges its dispatch services with any other dispatch center during the term of this Agreement, Vernon Hills shall notify Libertyville not less than three hundred sixty-five (365) days prior to the date of such merger, and at that time, Libertyville may terminate the Agreement. If Libertyville chooses not to terminate this Agreement, Vernon Hills shall take all actions necessary to continue to provide Libertyville with the Dispatch Services at the new, merged dispatch facility.

Section 9. **Miscellaneous.**

A. Unfunded Mandates. The parties acknowledge that significant changes have occurred in legal requirements of Emergency Dispatch Services over the past decade and are likely to occur in the future. In the event that unfunded mandates arise from legislation or regulations adopted or imposed by the State of Illinois or the federal government of the United States of America which impose dispatch service obligations on Vernon Hills over and above current obligations, then the parties agree to negotiate a sharing of the costs incurred to comply with said mandates, and the parties agree to be responsible for their fair share of said costs related to the Dispatch Services. This provision shall not apply to any legislative or administrative actions taken by Vernon Hills.

B. Effective Date. This Agreement shall be effective as of the date it is signed by both parties.

Section 10. General Provisions.

A. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by facsimile. Facsimile notices shall be deemed valid upon confirmed transmission followed by notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt or the date of confirmed fax transmission. By notice complying with the requirements of this Section 10.A, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

B. Notices and communications to the Communication Center shall be addressed to, and delivered at, the following address:

Vernon Hills Police Department
754 Lakeview Parkway
Vernon Hills, IL 60061
Attention: Police Chief

with a copy to:
Village of Vernon Hills
290 Evergreen Drive
Vernon Hills, IL 60061
Attn. Village Manager

with a copy to:
James V. Ferolo
Klein, Thorpe & Jenkins, LTD.
20 N. Wacker Drive, Suite 1660
Chicago, Illinois 60606

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

Countryside Fire Protection District
600 Deerpath Drive
Vernon Hills, Illinois 60061-1834
Attention: Chief Chuck Smith

with a copy to John Kelly

Ottosen, Britz, Kelly, Cooper, Gilbert & DiNolfo, Ltd.
1804 North Naper Boulevard, Suite 350
Naperville, Illinois 60563

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

Village of Libertyville
118 W. Cook Avenue
Libertyville, Illinois 60048
Attention: Village Administrator

with a copy to: Hart M. Passman
Elrod Friedman, LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60654

C. Time of the Essence. Time is of the essence in the performance of this Agreement.

D. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

E. Non-Waiver. No party shall be under any obligation to exercise any of the rights granted to it in this Agreement. The failure of any party to exercise at any time any right granted to such party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the party's right to enforce that right or any other right.

F. Ownership and Capital Costs. Vernon Hills will own the entire dispatch system, including all equipment maintained inside the communication center at 754 Lakeview Parkway, Vernon Hills, Illinois.

G. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

H. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.

I. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to

any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

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

K. Interpretation. 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 of this Agreement. 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.

L. Exhibits. Exhibit A attached to this Agreement is, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

M. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with applicable law.

N. Changes in Laws. Unless otherwise provided in this Agreement, any reference to laws, statutes, ordinances, rules, or regulations shall be deemed to include any modifications of, or amendments to, such laws, statutes, ordinances, rules, or regulations that may occur in the future.

O. Authority to Execute. Each party hereby warrants and represents to the other parties that the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of such party.

P. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against the Communication Center, Countryside, Vernon Hills, and Libertyville.

IN WITNESS HEREOF, Vernon Hills, Countryside, and Libertyville, respectively, have caused this Agreement to be executed by their respective Village Presidents and attested by their respective Village Clerks and President of the Fire Protection District and its Secretary respectively as of the day and year first above written.

VILLAGE OF LIBERTYVILLE,

_____

By: Terry L. Weppler, Village President

ATTEST: _____
By Sally A. Kowal, Village Clerk

VILLAGE OF VERNON HILLS

_____
By: Roger Byrne, Village President

ATTEST: _____

COUNTRYSIDE FIRE PROTECTION DISTRICT

_____
By: Bruce Brown, President Board of Trustees

ATTEST:_____

PETITIONS AND COMMUNICATIONS

April 13, 2021

The Historic Preservation Commission will meet virtually at 5:00 p.m. on Monday, April 19, 2021.

The Appearance Review Commission will meet virtually at 7:00 p.m. on Monday, April 19, 2021.

The Parking Commission will meet virtually at 10:00 a.m. on Tuesday, April 20, 2021.

The Finance Committee will NOT meet virtually at 7:00 p.m. on Tuesday, April 20, 2021.

The Fire and Police Committee will meet virtually at 6:00 p.m. on Tuesday, April 20, 2021.

The Economic Development Commission will meet virtually at 7:30 a.m. on Wednesday, April 21, 2021.

The Sustain Libertyville Commission will meet virtually at 4:00 p.m. on Wednesday, April 21, 2021.

The Parks and Recreation Advisory Commission will meet virtually at 3:00 p.m. on Thursday, April 22, 2021.

The Police Pension Fund Board will meet virtually at 1:00 p.m. on Monday, April 26, 2021.

The Plan Commission/ZBA will meet virtually at 7:00 p.m. on Monday, April 26, 2021.

The Streets Committee will NOT meet virtually at 7:00 p.m. on Tuesday, April 27, 2021.

The Village Board will meet virtually at 8:00 p.m. on Tuesday, April 27, 2021.