BOARD OF TRUSTEES MEETING

Tuesday, April 27, 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

1. **Roll Call**

   A. Employee Recognitions

   B. Jean Bratton Retirement Proclamation

   C. Arbor Day Proclamation

   D. World Migratory Bird Day Proclamation

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

3. **Omnibus Vote Agenda**

   A. Summary of Omnibus Vote Agenda Items

   B. Approval of Minutes for the April 13, 2021 Village Board Meeting

   C. Bills for Approval

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.

D. Consideration of a Resolution to Approve a Special Event - Reclaimed Artisans Spring Outdoor Market

E. Consideration of an Ordinance Vacating a Portion of Unimproved Alley - 725 Sunnyside

F. Consideration of an Ordinance Declaring Surplus Property

G. Consideration of a Resolution to Award a Professional Services Agreement to Total Elevator Service for Annual Elevator Maintenance

H. Consideration of an Ordinance Amending Section 26-5-4.3 of the Libertyville Zoning Code Regarding Special Uses in the C-3 Zoning District - 216 W. Peterson Road

I. Consideration of an Ordinance Approving a Special Use Permit for an Axe Throwing Lounge - 216 West Peterson Road

J. Consideration of an Ordinance Rezoning from the O-1 Professional Services Office District to the R-7 Single Family Attached Residential District - 232 Fourth Street

K. Consideration of an Ordinance Amending Articles 4 and 16 of the Libertyville Zoning Code Regarding the Minimum Lot Area for Planned Developments - 232 Fourth Street

L. Consideration of an Ordinance Approving a Development Concept Plan and Special Use Permit for a Planned Development - 232 Fourth Street

M. Consideration of an Economic Incentive Agreement – 1620 Milwaukee, LLC and McGrath 1620, Inc (d/b/a McGrath Acura of Libertyville) – 1620 S. Milwaukee Avenue

N. Consideration of an Economic Incentive Agreement – Napleton Properties, LLC and Napleton 1050, Inc (d/b/a Napleton Cadillac of Libertyville) – 1050 S. Milwaukee Avenue

O. Consideration of an Economic Incentive Agreement – Gregory Infiniti, Inc – 1201-1205 S. Milwaukee Avenue

P. ARC Report

Q. HPC Report

REGULAR AGENDA

4. Report of the Zoning Board of Appeals, ZBA 21-02, Variation for Signage - 1050 S. Milwaukee Avenue

5. Consideration of an Ordinance Approving a Lease Agreement with Libertyville Sportsplex, LLC (Canlan Sports USA Corp)

6. Consideration of a Resolution Allocating American Rescue Plan Act Funds

7. Consideration of a Resolution to Approve a Professional Services Agreement with Strand Associates, Inc. for Final Engineering & Construction Oversight for the Screen & Grit Building Improvements at the Wastewater Treatment Plant

8. Consideration of a Resolution to Purchase Bulk Road Salt from Morton Salt, Inc.

9. Consideration of a Resolution to Award a Contract to Ganziano Sewer & Water, Inc. for Sanitary Sewer Point Repairs

10. Consideration of a Resolution to Award a Contract to Precision Pavement Markings, Inc. for the Annual Pavement Markings Program

11. Consideration of an Ordinance Authorizing the Timely Redemption of 2010A Tax Exempt Alternate Revenue Bonds

12. **Village Administrator Update**

    A. Petitions and Communications

13. **Adjournment**

Libertyville
spirit of independence

Certificate of Recognition

THE VILLAGE OF LIBERTYVILLE IS PLEASED TO CONGRATULATE

Linda Carlson

on her Ten-Year Anniversary of Employment with the

Village of Libertyville

Witness the hand of the President of the Board of Trustees, and the Corporate Seal thereof,

April 27, 2021

by: Kelly A. Amidei, Deputy Clerk
Sally Kowal, Village Clerk

Terry L. Weppler, Mayor

Libertyville
spirit of independence

Certificate of Recognition

THE VILLAGE OF LIBERTYVILLE IS PLEASED TO CONGRATULATE

Mike Hall

on his Twenty-Year Anniversary of Employment with the

Village of Libertyville

Witness the hand of the President of the Board of Trustees, and the Corporate Seal thereof,

April 27, 2021

by: Kelly A. Amidei, Deputy Clerk
Sally Kowal, Village Clerk

Terry L. Weppler, Mayor

Libertyville
spirit of independence

Certificate of Recognition

THE VILLAGE OF LIBERTYVILLE IS PLEASED TO CONGRATULATE

Jonathon Diedrich

on his Twenty-Year Anniversary of Employment with the

Village of Libertyville

Witness the hand of the President of the Board of Trustees, and the Corporate Seal thereof,

April 27, 2021

Sally Kowal, Village Clerk

Terry L. Weppler, Mayor

Libertyville
spirit of independence

Certificate of Recognition

THE VILLAGE OF LIBERTYVILLE IS PLEASED TO CONGRATULATE

Karl Moeser

on his Thirty-Year Anniversary of Employment with the

Village of Libertyville

Witness the hand of the President of the Board of Trustees, and the Corporate Seal thereof,

April 27, 2021

Sally Koval, Village Clerk

Terry L. Weppler, Mayor

PROCLAMATION

RECOGNIZING THE RETIREMENT OF ADMINISTRATIVE ASSISTANT JEAN BRATTON FOR HER 42 YEARS OF SERVICE TO THE LIBERTYVILLE FIRE DEPARTMENT

WHEREAS, Jean Bratton was hired by the Village of Libertyville to serve as a Part-time Clerk in the Libertyville Fire Department on June 18, 1979. While serving in this capacity Jean was later hired as the Fire Departments first full-time Fire Prevention Bureau Secretary on May 1, 1981; and

WHEREAS, Jean was promoted to Administrative Secretary for the Chief of the Department on June 1, 1993; and

WHEREAS, Jean has served as the Administrative Secretary for each of the of the Fire Departments full-time Chiefs including Chief Jack Reitman, Chief Bob Zamor, and current Chief Rich Carani; and

WHEREAS, Jean is a 24-year member of the Illinois Fire Service Administrative Professionals; and

WHEREAS, Jean's work touched every corner of the Fire Department from answering the phone, greeting guests, scheduling appointments, submitting payroll, answering questions from the residents as well as the firefighters on every imaginable topic, filing, and supporting the Fire Department and its missions; and

WHEREAS, Jean will be retiring on April 30, 2021 after 42 years of service to the Libertyville Fire Department and the Village of Libertyville.

NOW, THEREFORE, I, Terry L. Weppler, Mayor of the Village of Libertyville, on behalf of the Village Board and all residents of the Village, do hereby commend Jean Bratton for her outstanding dedication to the Village of Libertyville Fire Department and extend our best wishes for an enjoyable and well-deserved retirement.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 27th day of April 2021.

Terry L. Weppler, Village President

PROCLAMATION

Whereas, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

Whereas, Arbor Day is now observed throughout the nation and the world; and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

Whereas, trees in our Village increase property values, enhance the economic vitality of business areas, and beautify our community; and

Whereas, the Village of Libertyville has been recognized as a Tree City U.S.A. by the National Arbor Day Foundation;

Now therefore, I, Terry L. Weppler, by virtue of the authority vested in me as Mayor of the Village of Libertyville, do hereby proclaim April 30, 2021 as ***ARBOR DAY*** in the Village of Libertyville, and I urge all citizens to support efforts to protect our trees and woodlands; and

FURTHER, I urge all citizens to plant trees to gladden the hearts and promote the well-being of present and future generations.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 27th day of April, 2021.

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Terry L. Weppler, Mayor

PROCLAMATION

World Migratory Bird Day

WHEREAS, migratory birds are some of the most beautiful and easily observed wildlife that share our community; and

WHEREAS, Libertyville is part of an important migratory bird route part of the Des Plaines River Corridor including Butler Lake and Lake Minear; and

WHEREAS, many citizens recognize and welcome migratory songbirds as symbolic harbingers of spring; and

WHEREAS, these migrant species also play an important economic role in our community, controlling insect pests and attracting birders to visit from outside our community; and

WHEREAS, migratory birds and their habitats are declining throughout the Americas, facing a growing number of threats on their migration routes and in both their summer and winter homes; and

WHEREAS, public awareness and concern are crucial components of migratory bird conservation; and

WHEREAS, citizens enthusiastic about birds, informed about the threats they face, and empowered to help address those threats can directly contribute to maintaining health bird populations; and

WHEREAS, since 1993 World Migratory Bird Day (formerly International Migratory Bird Day) has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in our communities and throughout North America and their wintering grounds in South and Central America, Mexico, the Caribbean, and the southern U.S.; and

WHEREAS, WMBD is not only a day to foster appreciation for wild birds and to celebrate and support migratory bird conservation, but also a call to action.

NOW, THEREFORE, I, Terry L. Weppler, Mayor of the Village of Libertyville, urge all citizens to celebrate this observance and to support efforts to protect and conserve migratory birds and their habitats in our community and the world at large.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Village of Libertyville to be affixed this 27th day of April, 2021.

Terry L. Weppler, Mayor

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 27, 2021

Agenda Item: Omnibus Vote Agenda

Staff Recommendation: Approve items on Omnibus Vote Agenda

Staff Contact: Kelly Amidei, Village Administrator

Background:

A. Summary of Omnibus Agenda Items
B. Approval of Minutes for the April 13, 2021 Village Board Meeting
C. Bills for Approval
D. Consideration of a Resolution to Approve a Special Event – Reclaimed Artisans Spring Outdoor Market
E. Consideration of an Ordinance Vacating a Portion of Unimproved Alley – 725 Sunnyside
F. Consideration of an Ordinance Declaring Surplus Property
G. Consideration of a Resolution to Award a Professional Services Agreement to Total Elevator Service for Annual Elevator Maintenance
H. Consideration of an Ordinance Amending Section 26-5-4.3 of the Libertyville Zoning Code Regarding Special Uses in the C-3 Zoning District – 216 W. Peterson
I. Consideration of an Ordinance Approving a Special Use Permit for an Axe Throwing Lounge – 216 W. Peterson
J. Consideration of an Ordinance Rezoning from the O-1 Professional Services Office District to the R-7 Single Family Attached Residential District – 232 Fourth Street
K. Consideration of an Ordinance Amending Articles 4 and 16 of the Libertyville Zoning Code Regarding the Minimum Lot Area for Planned Developments – 232 Fourth Street
L. Consideration of an Ordinance Approving a Development Concept Plan and Special Use Permit for a Planned Development – 232 Fourth Street
M. Consideration of an Economic Incentive Agreement – 1620 Milwaukee, LLC and McGrath 1620, Inc (d/b/a McGrath Acura of Libertyville) – 1050 S. Milwaukee Avenue
N. Consideration of an Economic Incentive Agreement – Napleton Properties, LLC and Napleton 1050, Inc (d/b/a Napleton Cadillac of Libertyville) – 1050 S. Milwaukee Avenue

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

O. Consideration of an Economic Incentive Agreement – Gregory Infiniti, Inc. – 1201-1205 S. Milwaukee Avenue
P. ARC Report
Q. HPC Report

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

VILLAGE OF LIBERTYVILLE
BOARD OF TRUSTEES
April 13, 2021

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

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

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

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. Minutes of the March 23, 2021 Village Board Meeting
B. Approval of Bills
C. **RESOLUTION NO. 21-R-39:** A Resolution Approving a Professional Services Agreement with Lauterbach & Amen, LLP
D. **RESOLUTION NO. 21-R-40:** A Resolution Amending Administrative Policy 12-01, "Fund Balance Policy"
E. **RESOLUTION NO. 21-R-41:** A Resolution to Approve the Memorial Day Parade and Utilize Cook Park
F. **RESOLUTION NO. 21-R-42:** A Resolution to Approve a Contract Renewal with Patriot Pavement Maintenance for the Annual Pavement Crack Sealing Program
G. **ORDINANCE NO. 21-O-13:** Consideration of an Ordinance Declaring Surplus Property
H. **RESOLUTION NO. 21-R-43:** A Resolution to Approve a Letter of Credit Reduction and to Accept Certain Public Improvements for the Parkside of Libertyville Development
I. **RESOLUTION NO. 21-R-44:** A Resolution Renewing Libertyville's Intergovernmental Agreement with the Office of the State Fire Marshal to Operate the Elevator Safety Program
J. **ORDINANCE NO. 21-O-14: A**n Ordinance Approving an Amendment to the Final Plan for the Hollister, Inc. Planned Development-Hollister, Inc. Applicant

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K. **ORDINANCE NO. 21-O-15:** An Ordinance Granting Variations of Corner Side Yard Setback (ZBA 21-04) at 811 S. Fifth Avenue-Lawrence and Christine Genge, Applicants

L. **ORDINANCE NO. 21-O-16:** An Ordinance Granting a Variation of Side Yard Setback (ZBA 21-03) at 742 E. Lincoln Avenue-Saegene Jung and Melissa Goldberg, Applicants

M. **RESOLUTION NO. 21-R-45:** A Resolution Approving an Agreement with Envision Physician Services

N. **RESOLUTION NOL 21-R-46:** A Resolution Approving a Fireworks Permit Application for Libertyville High School

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 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 Road

President Weppler reported that 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. President Weppler then asked for questions and comments. Mr. Steve Martin of Wynkoop Holdings, LLC and Jason Wright, the petitioner, were available to answer questions.

Trustee Johnson asked why the issue required a Text Amendment, and Director of Community Development John Spoden that this proposal is not a recognized land use. The use would be limited to C-3 only. President Weppler asked for clarification of parking, and Mr. Martin stated that parking is limited to the front of the building.

Trustee Garrity expressed concern with trash and poor landscaping in the rear of the building. Mr. Martin stated that those were separate issues that had been resolved.

Ms. Angelica Morici, of the Liberty Grove neighborhood, voiced complaints and noted that a letter had been sent to the Village Board listing complaints. She added that she had spoken with Mr. Martin to address the issues. She asked for specifics regarding management of the

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property and steps to remediate the trash and waste. She also noted concerns with disturbing noise. She sought a permanent solution to the issues. President Weppler stated that the Village has a noise ordinance, and the Planning Department can address any trash issues. He added that Mr. Martin has always been cooperative, and Mr. Martin noted that Groot Recycling and Waste Management had agreed to rectify the noise. Ms. Morici also noted the noise issue with deliveries that occur as early as 4:00 a.m. and as late as 10:30 p.m. She thanked the Libertyville Police Department for their quick response when called.

President Weppler noted that the concerns were really a separate issue from the zoning request, and Mr. Martin offered his complete cooperation. Trustee Johnson asked that a condition be added that trash removal would occur in the morning, and she agreed to work with the neighbors moving forward.

Trustee Johnson moved to approve the Text Amendment to Section 26-5-4.3 (PC 21-05), and 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

Trustee Justice moved to approve the Special Use Permit for Axe Throwing Lounge (PC 21-06) at 216 Peterson Road, and Trustee Carey 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 PLAN COMMISSION (PC 1-01), Zoning Map Amendment from 0-1 to R-7, (PC 21-06), 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

President Weppler explained that 4th Street Broadway LLC was 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.

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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 Village Board of Trustees approval for a Text Amendment failed with a vote of 3 - 3.

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.

President Weppler asked for questions and comments. Steven Spinell of 4th Street Broadway LLC, and Bernard Citron, attorney for the applicant, were present to answer questions. Mr. Citron provided background on the request. He noted that the seventh unit would be an attainable unit. President Weppler asked if the seventh unit remaining attainable could be part of the conditions, and Village Attorney Hart Passman stated that conditions could be added.

Trustee Johnson moved to approve the Zoning Map Amendment from O-1 to R-7 (PC 21-01), and 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

Trustee Johnson moved to approve a Text Amendment to Article 4 and Article 16 of the Libertyville Zoning Code (PC 21-02), and Trustee Adams 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

Trustee Garrity moved to approve a Special Use Permit for a Planned Development, and 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

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NAYS: None

Trustee Carey moved to approve a Planned Development Concept Plan for 232 Fourth Street, and 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

ORDINANCE NO. 21-O-17: An Ordinance Adopting the 2021-2022 Village Budget
President Weppler noted that 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 ordinance presented and the 2021-2022 Village Budget document satisfy the requirements set forth in the Budget Officer Act. The proposed budget included total revenues of $66,100,964 and total expenses of $67,155,731. The Village's aggregate operating budget was 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 recommended the Village Board adopt the ordinance. President Weppler asked for questions and comments.

Trustee Moras expressed gratitude to all stakeholders for the work on Village finances and the budget. Trustee Johnson thanked Trustee Moras for his wise direction.

Trustee Moras moved to approve the ordinance adopting the 2021-2022 Village Budget. Trustee Johnson 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

ORDINANCE NO. 21-O-18: An Ordinance to Amend the Annual Fee Schedule of the Libertyville Municipal Code
President Weppler explained that 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 ordinance and fee schedule contain several notable revisions:

- Water and Sewer rate increases of 3% and 5%, respectively, as discussed in Village

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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 recommended approving the ordinance to amend the fee schedule. President Weppler asked for questions and comments and there were none.

Trustee Moras moved to approve the ordinance to amend the Annual Fee Schedule of the Libertyville Municipal Code. Trustee Johnson seconded. President Weppler asked for further Board or public comment and there was none. The motion carried on roll call vote as follows:

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

RESOLUTION NO. 21-R-47: A Resolution to Approve a Joint Bid Contract with Globe Construction, Inc. for the Annual Sidewalk Replacement Program
President Weppler stated that 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 had been allocated in the proposed Fiscal Year 2021/22 Annual Budget in the Project Fund for sidewalk removal and replacements. It was 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 (mud-jacking) to correct trip hazards. Globe Construction, Inc. has successfully completed the Joint-Bid Program for the last few years. Therefore, staff recommended awarding the contract to Globe Construction, Inc.

Staff recommended adoption of the 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. President Weppler then asked for questions and comment.

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Trustee Johnson stated that she was pleased with the bids. Director of Public Works Paul Kendzior noted that this program would cover about half of the southwest quadrant of the Village.

Trustee Johnson moved to approve the resolution to approve a Joint Bid Contract with Globe Construction, Inc. for the Annual Sidewalk Replacement Program. Trustee Carey seconded. President Weppler asked for further Board or public comment and there was none. The motion carried on roll call vote as follows:

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

RESOLUTION NO. 21-R-48: A Resolution to Renew the Annual Street Sweeping Contract with Lakeshore Recycling Systems

President Weppler noted that 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 included 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 recommended 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. The renewed contract work would 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 recommended adoption of the 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. President Weppler asked for questions and comments and there were none.

Trustee Johnson moved to approve the resolution to renew the Annual Street Sweeping Contract with Lakeshore Recycling Systems. Trustee Adams seconded. President Weppler asked for further Board or public comment and there was none. The motion carried on roll call vote as follows:
AYES: Trustees Johnson, Moras, Justice, Adams, Garrity, and Carey
NAYS: None

RESOLUTION NO. 21-R-49: A Resolution to Award the Annual Streetlight Maintenance Contract to Geary Electric, Inc.

President Weppler stated that sealed bids were solicited for the Annual Streetlight Maintenance Contract. The proposed work includes lamp replacements, cable repairs and pole

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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 provided $125,000 for Streetlight Maintenance. Staff recommended 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 recommended 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 authorized execution by the Village Administrator. President Weppler asked for questions and comments and there were none.

Trustee Adams moved to approve the resolution awarding the Annual Streetlight Maintenance Contract to Geary Electric, Inc. Trustee Johnson 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

ORDINANCE NO. 21-O-19: An Ordinance to Waive Competitive Bidding and Approve a Contract with Peter Baker & Son Co. for Additional Roadway Resurfacing Work

President Weppler explained that 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 "economy 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.

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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 to fund the project.

Staff recommended approval of the 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. President Weppler then asked for questions and comment and there was none.

Trustee Johnson moved to approve the ordinance to waive competitive bidding and approve a contract with Peter Baker & Son Co. for Additional Roadway Resurfacing Work. Trustee Carey 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, Carey, and President Weppler
NAYS: None

RESOLUTION NO. 21-R-50: A Resolution to Engineering for the Replacement of the High School Sanitary Lift

President Weppler noted that the Village operates an existing sanitary lift station that is located on Village property and abuts the west side of the rear parking lot at Libertyville High School. The station was constructed in 1973 and is 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 would 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 included $54,102.00 for design and bidding assistance (final

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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 would 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 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 recommended approval of the 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. President Weppler then asked for any questions or comments and there was none.

Trustee Adams moved to approve the resolution to approve a Professional Services Agreement with RHMG Engineers, Inc. for Final Engineering for the Replacement of the High School Sanitary Lift Station. Trustee Garrity seconded. President Weppler asked for further Board or public comment and there was none. The motion carried on roll call vote as follows:

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

RESOLUTION NO. 21-R-51: A Resolution Approving an Intergovernmental Agreement for Dispatch Services with Vernon Hills and the Countryside Protection District

President Weppler explained that 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, a new five (5) year agreement for dispatch services was negotiated by staff and will take effect May 1, 2021 if approved.

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 decides to join the Lake County Regional 911.

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- 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 recommended the Village approve the Resolution for five (5) year dispatch services agreement with the Village of Vernon Hills and the Countryside Fire Protection District.

Trustee Carey moved to approve the resolution approving an Intergovernmental Agreement for Dispatch Services with Vernon Hills and the Countryside Protection District. 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

PETITIONS AND COMMUNICATIONS
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.

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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.

Trustee Johnson stated her concern with the new agenda item format. She stated that the packet is confusing since there is no consistent use of letters and numbers. She asked that the format be addressed to avoid confusion.

EXECUTIVE SESSION
President Weppler noted the need to meet in Executive Session for discussion of the following:

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)]**

Trustee Garrity moved to go into Executive Session at 9:24 p.m. Trustee Justice seconded, and the motion carried on roll call vote as follows:

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

ADJOURNMENT
The Board returned to the regular meeting, and with no further business to come before Village Board, Trustee Garrity moved to adjourn at 10:28 p.m., and Trustee Adams 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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Agenda No. 3C

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 27, 2021

Agenda Item: **Approval of Attached Bills**

Staff Recommendation: Approve Payment

Staff Contact: Nicholas A. Mostardo, Director of Finance

Summary of Funds	
General Fund	$427,227.19
Commuter Parking Fund	357.66
Concord Special Service Area	363.73
Foreign Fire Insurance Tax	143.56
General Bond & Interest	0.00
Hotel/Motel Tax Fund	856.91
Impact Fee Fund	0.00
Libertyville Sports/Comp	4,353.42
Motor Fuel Tax Fund	16,317.74
Park Improvement Fund	10,419.80
Project Fund	298.13
Public Building Improvement Fund	20,556.63
Road Bond Fund	0.00
Stormwater Sewer Fund	6,908.91
Tax Increment Finance District	3,592.50
Technology Equipment/Replacement Service Fund	33,120.33
Timber Creek Special Service Area	1,035.27
Utility Fund	132,640.95
Vehicle Maintenance/Replacement Fund	9,183.37
Total - Accounts Payable	667,376.10
Total - Payroll 4/20/21 (Salaries & Employer Paid Benefits)	914,701.32
Grand Total	$1,582,077.42

The payment of the above listed funds has been approved by the Village Board of Trustees at a meeting held on April 27, 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					
01-0000-0-423000	SEX OFFENDER REGISTRATION	IL OFFICE OF THE ATTORNE	FY21 SEX OFFENDER REGISTRATION	150.00	
01-0000-0-423000	SEX OFFENDER REGISTRATION	IL STATE POLICE-SEX OFFE	FY21 SEX OFFENDER REGISTRATION	150.00	
01-0000-0-423000	SEX OFFENDER REGISTRATION	TREASURER OF THE STATE O	FY21 SEX OFFENDER REGISTRATION	25.00	
01-0000-0-450000	BB-21-0011 - PB-21-0034	AMAZING SPACES	BD Bond Refund	1,500.00	
01-0000-0-450000	BB-19-0213 - PB-19-0727	CRAMER'S SELECT HOMES	BD Bond Refund	5,000.00	
01-0000-0-450000	BB-20-0268 - PB-20-0936	GILBERTSEN, ROBERT H & R	BD Bond Refund	500.00	
01-0000-0-450000	BB-21-0013 - PB-21-0030	SOLID ROCK, LLC	BD Bond Refund	1,500.00	
01-0000-0-450000	BEP-21-0003 - PENG-21-0025	TURSKI, JACEK & KATARZYN	BD Bond Refund	250.00	
01-0000-3-627000	BUILDING PERMITS	HOLLISTER INC	REFUND PERMIT FEE OVERPD	3,000.00	
01-0000-5-643000	AMBULANCE FEES	ADAMS, MARK	AMBULANCE OVERPMT	390.25	
01-0000-5-643000	AMBULANCE FEES	MELCHER, WALTER	AMBULANCE OVERPAYMENT	159.45	151568
01-0000-5-677000	DAMAGE TO VILLAGE PROPERTY	IRMA	2021 CLOSED CLAIMS MARCH	195.40	
		Total For Dept 0000 GENERAL		12,820.10	
Dept 0100 ADMINISTRATION/FINANCE					
01-0100-3-716000	VITAL RECORDS	IDPH VITAL RECORDS	DIST49.5/09705 DEATH CERT SURCHG	8,860.00	
01-0100-3-745000	SEC 125 ADMINISTRATIVE FEES	WEX HEALTH, INC	FLEX COBRA ADMIN 3/21	467.15	
01-0100-3-746000	EMPLOYEE PROGRAMS	BLUESNAP, INC	PROJECT MGMT SOFTWARE	576.00	
01-0100-3-746000	EMPLOYEE PROGRAMS	BLUESNAP, INC	PROJECT MGMT SOFTWARE	391.91	
01-0100-3-746000	EMPLOYEE PROGRAMS	PHOTOFAX, INC	PERSONNEL INVESTIGATION	1,550.00	
01-0100-4-710000	TELEPHONE	CALL ONE	SERVICE 4/21	831.61	
01-0100-5-722000	POSTAGE-ADMIN	PETTY CASH GENERAL	REPLENISH PETTY CASJ	7.70	
01-0100-5-723000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES,	CARDSTOCK PAPER	12.95	
01-0100-5-743000	PUBLICATION	TURCOTTE O'KEEFFE, INC	2021 SPRING VILLAGE VIEWS	450.00	
		Total For Dept 0100 ADMINISTRATION/FINANCE		13,147.32	
Dept 0201 ENGINEERING					
01-0201-3-728000	TECHNICAL SERVICES	CHRISTOPHER B BURKE ENG	IEPA NPDES MS4	268.00	
01-0201-3-728000	TECHNICAL SERVICES	CHRISTOPHER B BURKE ENG	HOUSELINE REVIEWS	1,340.00	
01-0201-3-728000	TECHNICAL SERVICES	CHRISTOPHER B BURKE ENG	WDO REVIEW-1765 N MILWAUKEE	603.00	
01-0201-4-710000	TELEPHONE	CALL ONE	SERVICE 4/21	118.80	
01-0201-5-723000	OFFICE SUPPLIES	RICOH USA, INC	OCR UNIT PART	50.67	
01-0201-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	APWA - LAKE BRANCH	APWA SEMINAR-GROUP	50.00	
01-0201-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	BCCREDITS.ORG	REQUIRED PREVENTION TRAINING-KENDZIOR	42.95	
01-0201-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	IAFSM	2021 CONF REGISTRATION-COOPER	225.00	
		Total For Dept 0201 ENGINEERING		2,698.42	
Dept 0203 STREETS					
01-0203-4-707000	STREETLIGHT ENERGY	AEP ENERGY INC	SERVICE 3/21	3,598.78	
01-0203-4-707000	STREETLIGHT ENERGY	AEP ENERGY INC	SERVICE 3/21	2,549.11	
01-0203-4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 3/21	21.12	
01-0203-4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 3/21	20.13	
01-0203-4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 3/21	100.17	
01-0203-4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 3/21	135.05	
01-0203-4-707000	STREETLIGHT ENERGY	CONSTELLATION NEW ENERGY	SERVICE 3/21	278.42	
01-0203-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	2-DRILL BITS	9.98	
01-0203-5-706000	MATERIALS AND SUPPLIES	NETWORK SERVICES COMPANY	JANITORIAL SUPPLIES	642.05	
01-0203-7-708000	STREETLIGHT MAINTENANCE	ELECTRIDUCT INC	10-UNIVERSAL HAND HOLE COVER	181.98	
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	PULLED CABLES BACK INTO POLE BASE-E G	281.28	
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	INSTALL QUAZITE BOX-HARVARD	1,153.69	
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	STREET LIGHT MAINT 3/21	4,329.52	
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	REMOVE & PUT UP NEW PLE-MURPHY'S STOR	904.07	
01-0203-7-712000	WRIST FOBS	ID WHOLESALER	WRIST FOBS	200.00	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 01 GENERAL FUND					
Dept 0203 STREETS					
		Total For Dept 0203 STREETS		14,405.35	
Dept 0205 REFUSE & RECYCLING					
01-0205-5-706000	MATERIALS & SUPPLIES	AMAZON CAPITAL SERVICES,	5-GARDEN FENCE	274.95	
		Total For Dept 0205 REFUSE & RECYCLING		274.95	
Dept 0301 PLANNING DIVISION					
01-0301-3-742000	COPY MACHINE LEASE	RICOH USA, INC	OCR UNIT PART	50.67	
01-0301-4-710000	TELEPHONE	CALL ONE	SERVICE 4/21	118.80	
01-0301-5-726000	TRAVEL, TRAIN, SUBSCRIPT, DUES	AMERICAN PLANNING ASSOCI	ZONING PRACTICE SUBSCRIPTION	95.00	
		Total For Dept 0301 PLANNING DIVISION		264.47	
Dept 0302 BUILDING SERVICES					
01-0302-4-710000	TELEPHONE	CALL ONE	SERVICE 4/21	118.80	
01-0302-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	NWBOCA 2018 FALL SCHOOL	5-MEMBERSHIP RENEW-SPODEN,FISCHER,JEN	110.00	
01-0302-5-729000	REIMBURSEABLE EXPENSES	CHRISTOPHER B BURKE ENG	ENG SERV/PHARMALOGISTICS-1801 N BTRFL	315.00	
01-0302-5-729000	REIMBURSEABLE EXPENSES	CIVILTECH ENGINEERING, I	ENG SERV/MIDWEST INDUSTRIAL FUNDS/LSC	135.10	
01-0302-5-729000	REIMBURSEABLE EXPENSES	CIVILTECH ENGINEERING, I	ENG SER/4TH ST BROADWAY LLC	1,029.70	
01-0302-7-715000	MAINTENANCE OTHER EQUIPMENT	RICOH USA, INC	OCR UNIT PART	50.66	
		Total For Dept 0302 BUILDING SERVICES		1,759.26	
Dept 0303 ECONOMIC DEVELOPMENT					
01-0303-3-728000	TECHNICAL SERVICE	COSTAR REALTY INFORMATIO	COSTAR REAL ESTATE SUBSCRIPTION	196.56	
01-0303-3-729000	ECONOMIC DEVELOPMNT INCENTIVES	LIBERTYVILLE LINCOLN SAL	AUTO DEALER SALES TAX INCENTIVE	49,797.04	
01-0303-3-729000	ECONOMIC DEVELOPMNT INCENTIVES	MASS PROPERTIES, LLC	AUTO DEALER SALES TAX INCENTIVE	137,122.90	
01-0303-3-729000	ECONOMIC DEVELOPMNT INCENTIVES	NAPELTON CADILLAC OF LIB	AUTO DEALER SALES TAX INCENTIVE	3,746.00	
01-0303-3-729000	ECONOMIC DEVELOPMNT INCENTIVES	NAPLETON MAZDA OF LIBERT	AUTO DEALER SALES TAX INCENTIVE	26,265.10	
01-0303-3-729000	ECONOMIC DEVELOPMNT INCENTIVES	UNITED MOTORS, LTD	AUTO DEALER SALES TAX INCENTIVE	94,893.66	
01-0303-3-741000	PROMOTION & ACTIVITIES	Bottaio, Inc.	REIMBURSE SHOP LIBERTYVILLE CERTIFICA	375.00	
01-0303-3-741000	PROMOTION & ACTIVITIES	FACEBOOK	SHOP DINE ADS	68.80	
01-0303-3-741000	PROMOTION & ACTIVITIES	O'TOOLES OF LIBERTYVILLE	REIMBURSE SHOP LIBERTYVILLE CERTIFICA	350.00	
01-0303-3-741000	GIFT CERTIFICATE-GLMV GALA PRIZ	PETTY CASH GENERAL	REPLENISH PETTY CASJ	30.00	
01-0303-3-741000	PROMOTION & ACTIVITIES	PIZZERIA DEVILLE	REIMBURSE SHOP LIBERTYVILLE CERTIFICA	50.00	
01-0303-3-741000	PROMOTION & ACTIVITIES	THE PICNIC BASKET	REIMBURSE SHOP LIBERTYVILLE CERTIFICA	25.00	
01-0303-5-726000	TRAVEL, TRAINING, SUBS & DUES	ELY CHAPTER	LAI TRAINING EVENT-ROWE	17.55	
		Total For Dept 0303 ECONOMIC DEVELOPMENT		312,937.61	
Dept 0501 POLICE ADMIN, COMMUNICATION & RECORDS					
01-0501-3-705000	CONTRACTUAL SERVICES	COMMONWEALTH EDISON CO	SERVICE 3/21	12.12	
01-0501-3-705000	CONTRACTUAL SERVICES	COMMONWEALTH EDISON CO	SERVICE 3/21	32.00	
01-0501-3-705000	CONTRACTUAL SERVICES	VERIZON	SERVICE 3/9-4/8/21	806.75	
01-0501-3-728000	TECHNICAL SERVICES	THEODORE POLYGRAPH SERVI	POLYGRAPH TEST-POLICE OFFICER	200.00	
01-0501-4-710000	TELEPHONE	CALL ONE	SERVICE 4/21	356.40	
01-0501-4-710000	TELEPHONE	CALL ONE	SERVICE 4/21	331.42	
01-0501-5-706000	MATERIALS AND SUPPLIES	AMAZON CAPITAL SERVICES,	2-DOOR STOPS/DOOR OPENER	120.85	
01-0501-5-706000	WRIST FOBS	ID WHOLESALER	WRIST FOBS	600.98	
01-0501-5-722000	POSTAGE	UNITED PARCEL SERVICE	ENTENMANN-ROVIN (BADGE)	7.22	
01-0501-5-722000	POSTAGE	UNITED PARCEL SERVICE	SHIPPING	12.68	
01-0501-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	INT'L ASSN CHIEFS OF POL	IACP 2021-22 SUBSCRIPTION	875.00	
01-0501-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	LERMI	VIRTUAL CONFERENCE-REED	395.00	
01-0501-5-752000	UNIFORMS	J.G. UNIFORMS INC	UNIFORM-KAPUSINSKI	165.00	
01-0501-5-752000	UNIFORMS	J.G. UNIFORMS INC	UNIFORM-RACIC	301.70	
01-0501-5-752000	UNIFORMS	J.G. UNIFORMS INC	UNIFORM-PEELER	299.70	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 01 GENERAL FUND					
Dept 0501 POLICE ADMIN, COMMUNICATION & RECORDS					
01-0501-5-752000	UNIFORMS	J.G. UNIFORMS INC	UNIFORM-KAPUSINSKI	181.65	
01-0501-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORM-RONCONE	99.17	
01-0501-7-715000	MAINTENANCE OTHER EQUIPMENT	ADVANCED BUSINESS NETWOR	ETHERNET SERVICE	494.20	
		Total For Dept 0501 POLICE ADMIN, COMMUNICATION & REC		5,291.84	
Dept 0502 POLICE PATROL					
01-0502-5-706000	MATERIALS AND SUPPLIES	AMAZON CAPITAL SERVICES,	BATTERIES	106.64	
01-0502-5-706000	MATERIALS AND SUPPLIES	BROWNELLS, INC	RANG E SUPPLIES	448.27	
01-0502-5-706000	MATERIALS AND SUPPLIES	CDW GOVERNMENT, INC	2-LASERJET PRINTERS	531.21	
01-0502-5-706000	MATERIALS AND SUPPLIES	LAW ENFORCEMENT TARGETS,	TARGETS	247.66	
01-0502-5-706000	MATERIALS AND SUPPLIES	LIFESTYLE CYCLE	2-BIKE RACK FOR SQUADS	359.98	
01-0502-5-706000	MATERIALS AND SUPPLIES	STRIKE TACTICAL SOLUTION	SQUAD CAR MEDICAL SUPPLIES	679.15	
01-0502-5-706000	MATERIALS AND SUPPLIES	STRIKE TACTICAL SOLUTION	SQUAD CAR MEDICAL SUPPLIES	120.00	
01-0502-5-720000	DUI EQUIPMENT	WEBSTAURANTSTORE	EVIDENCE/BOOKING PROPERTY TABLE	825.82	
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	KOCHENASH, DAVID	REIMBURSE MEALS FOR CLASS	21.39	
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	N EAST MULTI-REGION/TRAI	SAFETY PRESENTATIONS CLS-CAMILIO	120.00	
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	N EAST MULTI-REGION/TRAI	TRAINING CLASS-KOCKENASH	125.00	
01-0502-5-752000	UNIFORMS	ENTENMANN-ROVIN CO	BADGES	225.25	
01-0502-5-752000	UNIFORMS	J.G. UNIFORMS INC	2-VEST COVERS-ROSZKOWIAK	276.00	
01-0502-5-752000	UNIFORMS	J.G. UNIFORMS INC	2-VEST CARRIERS-MITCHELL	276.00	
01-0502-5-752000	UNIFORMS	J.G. UNIFORMS INC	VEST COVER-KINCAID	318.00	
01-0502-5-752000	UNIFORMS	J.G. UNIFORMS INC	VEST COVER-DAVIS	318.00	
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORM-MITCHELL	85.49	
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORM-RACIC	223.60	
01-0502-5-752000	UNIFORMS	STREICHER'S	NIPAS GEAR	176.10	
		Total For Dept 0502 POLICE PATROL		5,483.56	
Dept 0503 POLICE-INVESTIGATIONS					
01-0503-3-705000	CONTRACTUAL SERVICES	WEST GROUP PAYMENT CENTE	WEST INVESTIGATIVE INFO 3/21	259.08	
01-0503-5-706000	MATERIALS AND SUPPLIES	STRIKE TACTICAL SOLUTION	INVESTIGATIONS BINOCULARS	525.00	
		Total For Dept 0503 POLICE-INVESTIGATIONS		784.08	
Dept 0504 POLICE-COMMUNITY POLICING					
01-0504-5-706000	MATERIALS AND SUPPLIES	LAKE COUNTY RESERVE DEPU	AUXILIARY DEPUTY DONATION 2020-2021	400.00	
01-0504-5-706000	MATERIALS AND SUPPLIES	POSITIVE PROMOTIONS, INC	TELECOMMUNICATORS WEEK APRIL 2021	155.75	
		Total For Dept 0504 POLICE-COMMUNITY POLICING		555.75	
Dept 0505 POLICE-COMMUNITY SERVICES					
01-0505-3-751000	ANIMAL CARE	LC HLTH DEPT & COMMUNITY	ANIMAL CONTROL 21-6560/21-7534	200.00	
		Total For Dept 0505 POLICE-COMMUNITY SERVICES		200.00	
Dept 0601 FIRE-ADMINISTRATION					
01-0601-4-710000	TELEPHONE	CALL ONE	SERVICE 4/21	356.40	
01-0601-4-710000	TELEPHONE	CALL ONE	SERVICE 4/21	2,368.47	
01-0601-4-710000	TELEPHONE	VERIZON	SERVICE 3/2-4/1/21	(111.59)	
01-0601-5-722000	FEDEX POSTAGE	PETTY CASH GENERAL	REPLENISH PETTY CASH	9.87	
01-0601-5-799000	MISCELLANEOUS	AWARDS AND ENGRAVING	RETIREMENT PLAQUE-BRATTON	99.50	
		Total For Dept 0601 FIRE-ADMINISTRATION		2,722.65	
Dept 0602 FIRE PREVENTION					
01-0602-5-724000	PUBLIC EDUCATION	VISTA PRINT	BUSINESS CARDS-WEAVER	22.99	
01-0602-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	IL FIRE INSP ASSOC [IFIA	SEMINAR-WEAVER	25.00	
01-0602-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	NFPA	1 YR-NAT'L FIRE CODES ONLINE SUBSCRIP	1,495.00	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 01 GENERAL FUND					
Dept 0602 FIRE PREVENTION					
		Total For Dept 0602 FIRE PREVENTION		1,542.99	
Dept 0603 FIRE-EMERGENCY SERVICES					
01-0603-3-705000	CONTRACTURAL SERVICES	CALL ONE	SERVICE 4/21	121.43	
01-0603-3-728000	TECHNICAL SERVICES	ANDRES MEDICAL BILLING,	AMBULANCE BILLING 3/21	4,031.56	
01-0603-3-728000	ASSESSMENT LUNCHES	PETTY CASH GENERAL	REPLENISH PETTY CASH	63.21	
01-0603-3-728000	TECHNICAL SERVICES	TRANS UNION LLC	PHQ FIREFIGHTER	60.00	
01-0603-5-707000	FIREFIGHTER SUPPLIES	AIR ONE EQUIPMENT, INC	MONITOR CALIBRATION	410.00	
01-0603-5-707000	PAPER BAGS FOR N95 MASKS	PETTY CASH GENERAL	REPLENISH PETTY CASH	7.35	
01-0603-5-707000	FIREFIGHTER SUPPLIES	ZOLL MEDICAL CORPORATION	BATTERY/THERMAL PAPER/CUFF CONNECTOR	524.60	
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	BARTHOLOMEW, RUSSELL A	REIMBURSE-INSTRUCTOR 1	96.27	
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	JONES & BARTLETT LEARNIN	ROPE RESCUE CLASS-WAISE	79.46	
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	NIPSTA	INCIDENT SAFETY OFFICER CLASS-HASSENA	500.00	
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	NIPSTA	INSTRUCTOR 1 CLASS-BARTHOLOMEW	500.00	
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	PASS WITH PASS LLC	PARAMEDIC STUDY GUIDE-LAMPRICH	82.80	
01-0603-5-726000	BOOK FOR TRAINING CLASS	PETTY CASH GENERAL	REPLENISH PETTY CASH	24.54	
01-0603-5-726000	DISPATCHER'S WEEK-SNACKS	PETTY CASH GENERAL	REPLENISH PETTY CASH	59.84	
		Total For Dept 0603 FIRE-EMERGENCY SERVICES		6,561.06	
Dept 0604 FIRE-SUPPORT SERVICES					
01-0604-3-705000	CONTRACTUAL SERVICES	VERIZON	SERVICE 3/9-4/8/21	252.21	
01-0604-4-709000	UTILITIES - STATION 3	CONSTELLATION NEW ENERGY	SERVICE 3/21	461.80	
01-0604-4-709000	UTILITIES - STATION 3	LAKE COUNTY DEPT OF PUBL	STN#3 WASTE SERVICE 2/7/21-4/6/21	134.40	
01-0604-4-709000	UTILITIES - STATION 3	NORTH SHORE GAS CO	SERVICE 3/21	89.36	
01-0604-4-709000	UTILITIES - STATION 3	NORTH SHORE GAS CO	SERVICE 3/21	609.61	
01-0604-4-709000	UTILITIES - STATION 3	NORTH SHORE GAS CO	SERVICE 3/21	89.74	
01-0604-5-706000	MATERIALS AND SUPPLIES	AMAZON CAPITAL SERVICES,	COFFEE FILTERS	56.85	
01-0604-5-706000	MATERIALS AND SUPPLIES	CONWAY SHIELDS INC	HELMET SHIELD	79.14	
01-0604-5-706000	MATERIALS AND SUPPLIES	J.C. LICHT	PAINT	52.53	
01-0604-5-706000	MEMORY CARD FOR CAMERA	PETTY CASH GENERAL	REPLENISH PETTY CASH	28.07	
01-0604-5-706000	WIRE FOR VENTS	PETTY CASH GENERAL	REPLENISH PETTY CASH	2.38	
01-0604-5-707000	AC669 - RUBBER ATTACK HOSE	W.S. DARLEY & CO	HOSE AND HARDWARE	996.00	
01-0604-5-707000	AC666 - RUBBER ATTACK HOSE	W.S. DARLEY & CO	HOSE AND HARDWARE	624.00	
01-0604-5-707000	FREIGHT	W.S. DARLEY & CO	HOSE AND HARDWARE	100.00	
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORMS-HAEDT	83.95	
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORMS-NASPINSKI	42.00	
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORMS-POPP	71.95	
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORMS-GLODOWSKI	99.90	
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORMS-HAEDT	129.00	
01-0604-7-712000	MAINTENANCE BUILDINGS	AMAZON CAPITAL SERVICES,	JANITORIAL SUPPLIES	169.67	
01-0604-7-712000	MAINTENANCE BUILDINGS	AMAZON CAPITAL SERVICES,	PAPER TOWELS	89.16	
01-0604-7-712000	MAINTENANCE BUILDINGS	AMERICAN HOIST & MANLIFT	9-ELEV MAINT 3/21	192.27	
01-0604-7-712000	MAINTENANCE BUILDINGS	MKC PLUMBING INC	INSTALL WATER HEATER	1,129.47	
01-0604-7-712000	MAINTENANCE BUILDINGS	MKC PLUMBING INC	INSTALL HOT RETURN PUMP	145.00	
01-0604-7-712000	WATER HEATER FOR FIRE STATION 1	TEMPERATURE EQUIPMENT CO	WATER HEATER REPLACEMENT	3,951.00	
01-0604-7-713000	38" LED BOLLARD DRIVEWAY LIGHTI	AMAZON CAPITAL SERVICES,	38" LED BOLLARD DRIVEWAY LIGHTING	1,299.90	
01-0604-7-715000	MAINTENANCE OTHER EQUIPMENT	AIR ONE EQUIPMENT, INC	MAINT SERVICE/FILTERS-STN1	93.00	
		Total For Dept 0604 FIRE-SUPPORT SERVICES		11,072.36	
Dept 0701 PARKS					
01-0701-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 3/21	20.53	
01-0701-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 3/21	49.94	
01-0701-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 3/21	22.45	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 01 GENERAL FUND					
Dept 0701 PARKS					
01-0701-4-710000	TELEPHONE	CALL ONE	SERVICE 4/21	137.04	
01-0701-5-706000	MATERIALS AND SUPPLIES	J.C. LICHT	PAINT-GARBAGE CANS	84.58	
01-0701-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	SUPPLY-PLAYGRND MAINT	5.69	
01-0701-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	IRRIGATION PARTS	35.33	
01-0701-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	LUMBER FOR SIGNS	710.53	
01-0701-5-728000	30330 EAST END 2- HAZARD REMOVA	SAWVELL TREE SERVICE	HAZARD TREE REMOVALS	900.00	
01-0701-5-728000	CB WOODS 9- HAZARD REMOVALS	SAWVELL TREE SERVICE	HAZARD TREE REMOVALS	3,500.00	
01-0701-5-752000	UNIFORMS	AMERICAN OUTFITTERS LTD	UNIFORM SHIRTS-PARKS	208.00	
01-0701-5-752000	UNIFORMS	LECHNER & SONS	UNIFORMS	24.24	
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	BATTERIES PLUS LLC	EXIT LIGHT BATTERY	28.95	
01-0701-7-712000	MAINTENANCE BUILDING	HOME DEPOT CREDIT SERVIC	SECURITY LIGHTS-RIVERSIDE SHEDS	398.00	
01-0701-7-715000	MAINTENANCE OTHER EQUIPMENT	ALEXANDER EQUIPMENT COMP	THROTTLE SWITCH-CHIPPER	91.45	
01-0701-7-715000	MAINTENANCE OTHER EQUIPMENT	MIDWEST HOSE AND FITTING	PRESSURE WASHER PART/WATERING TANK PA	93.16	
01-0701-7-715000	MAINTENANCE OTHER EQUIPMENT	NAPA AUTO PARTS	FILTERS-CHIPPER/RELAY-BOBCAT/WIPER FL	96.28	
01-0701-7-715000	MAINTENANCE OTHER EQUIPMENT	RUSSO POWER EQUIPMENT	SNOWBLOWER AND TRASH PUMP PARTS	85.95	
		Total For Dept 0701 PARKS		6,540.60	
Dept 0702 RECREATION					
01-0702-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 3/21	31.82	
01-0702-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY	SERVICE 3/21	190.44	
01-0702-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 3/21	161.41	
01-0702-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 3/21	124.97	
01-0702-4-710000	TELEPHONE	CALL ONE	SERVICE 4/21	118.80	
01-0702-4-710000	TELEPHONE	CALL ONE	SERVICE 4/21	216.15	
01-0702-4-710000	TELEPHONE	CALL ONE	SERVICE 4/21	22.89	
01-0702-5-706000	SUPPL & EXP - TOT PROGRAMS	HERCHENBACH, JULIE	REIMBURSE PRESCHOOL SUPPLIES	143.45	
01-0702-5-706000	SUPPL & EXP - TOT PROGRAMS	HERCHENBACH, JULIE	REIMBURSE-PRESCHOOL SUPPLIES	58.43	
01-0702-5-706000	SNACKS-KK/SEC	PETTY CASH GENERAL	REPLENISH PETTY CASJ	19.74	
01-0702-5-706000	SNACKS-VALENTINE'S & PAJAMA DAY	PETTY CASH GENERAL	REPLENISH PETTY CASJ	14.93	
01-0702-5-706000	EASTER EGG HUNT SUPPLIES	PETTY CASH GENERAL	REPLENISH PETTY CASJ	23.12	
01-0702-5-706000	TOY-PRESCHOOL	PETTY CASH GENERAL	REPLENISH PETTY CASJ	5.00	
01-0702-5-723000	OFFICE SUPPLIES	LOGMEIN USA, INC	GOTOMTG BUS-ANNUAL MEMBERSHIP	115.20	
01-0702-5-732000	SUPPLIES & EXP -SPC EVNT FMLY	LEE DONUTS	DRIVE THRU DONUTS W/EASTER BUNNY	246.81	
01-0702-7-712000	MAINTENANCE BUILDING	SERVICE SANITATION, INC.	RESTROOM RENTAL 4/21-BUTLER LK	497.99	
01-0702-7-712000	MAINTENANCE BUILDING	SERVICE SANITATION, INC.	RESTROOM RENTAL 4/21-ADLER PK	197.21	
01-0702-7-712000	MAINTENANCE BUILDING	SERVICE SANITATION, INC.	RESTROOM RENTAL 4/21-NICHOLAS DOWDEN	197.21	
		Total For Dept 0702 RECREATION		2,385.57	
Dept 0703 SWIMMING POOL OPERATIONS					
01-0703-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 3/21	82.93	
01-0703-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 3/21	431.97	
01-0703-4-710000	TELEPHONE	CALL ONE	SERVICE 4/21	22.89	
01-0703-4-710000	TELEPHONE	CALL ONE	SERVICE 4/21	221.53	
01-0703-5-706000	MATERIALS AND SUPPLIES	COMCAST	MONTHLY SERVICE 4/8-5/7/21	108.35	
01-0703-7-712000	MAINTENANCE BUILDING	SERVICE SANITATION, INC.	RESTROOM RENTAL 4/21-RIVERSIDE	197.21	
		Total For Dept 0703 SWIMMING POOL OPERATIONS		1,064.88	
Dept 1000 EMERGENCY MANAGEMENT AGENCY					
01-1000-5-799000	MISCELLANEOUS	GARVEY'S OFFICE PRODUCTS	LYSOL WIPES	712.98	
01-1000-5-799000	COVID FLOOR SIGNS	PETTY CASH GENERAL	REPLENISH PETTY CASJ	16.19	
01-1000-5-799000	MISCELLANEOUS	SHERWIN-WILLIAMS	7-SANITATION SPRAYER PARTS	175.00	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 01 GENERAL FUND					
Dept 1000 EMERGENCY MANAGEMENT AGENCY					
		Total For Dept 1000 EMERGENCY MANAGEMENT AGENCY		904.17	
Dept 1200 LEGISLATIVE BDS & COMMITTEES					
01-1200-3-728000	TECHNICAL SERVICE	RECORDER OF DEEDS	ORDINANCE-ZAGER	50.00	
01-1200-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	LAKE COUNTY MUNICIPAL LE	MEMBERSHIP DUES 2021-22	2,152.22	
01-1200-5-799000	GOOD READER APP-VILLAGE BRD PAC	PETTY CASH GENERAL	REPLENISH PETTY CASJ	6.36	
		Total For Dept 1200 LEGISLATIVE BDS & COMMITTEES		2,208.58	
Dept 1300 LEGAL					
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	MONTHLY LEGAL RETAINER 3/21	6,000.00	
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-ILM HOMES DEV	745.50	
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-VOLTA RECHARGE STNS	426.00	
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-NAPELTON SALES TAX REBA	1,034.00	
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-MCGRATH SALES TAX REBAT	611.00	
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-STORMWATER UTL FEE ORDI	2,130.50	
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-LSC	887.50	
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-VLG PROPERTY	390.50	
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-INTERGOVT AGREEMENTS	177.50	
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-MAJOR CODE AMENDMENTS	177.50	
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-CD DEPT	177.50	
01-1300-3-778000	LABOR COUNSEL	CLARK BAIRD SMITH LLP	LEGAL COUNSEL 3/21	935.00	
01-1300-3-778000	LABOR COUNSEL	ENGLER CALLAWAY BAASTEN	LEGAL COUNSEL 3/21	424.00	
01-1300-3-779000	LITIGATION	ELROD FRIEDMAN LLP	LEGAL COUNSEL-MISC LITIGATION MATTERS	106.50	
		Total For Dept 1300 LEGAL		14,223.00	
Dept 1500 CENTRAL BUSINESS DST PARKING					
01-1500-4-710000	TELEPHONE	CALL ONE	SERVICE 4/21	219.50	
01-1500-7-712000	MAINTENANCE BUILDING	AMERICAN HOIST & MANLIFT	9-ELEV MAINT 3/21	192.28	
01-1500-7-712000	MAINTENANCE BUILDING	AMERICAN HOIST & MANLIFT	9-ELEV MAINT 3/21	192.28	
01-1500-7-712000	MAINTENANCE BUILDING	AMERICAN HOIST & MANLIFT	9-ELEV MAINT 3/21	192.28	
01-1500-7-712000	MAINTENANCE BUILDING	AMERICAN HOIST & MANLIFT	9-ELEV MAINT 3/21	192.28	
01-1500-7-712000	MAINTENANCE BUILDING	CHARGEPOINT, INC	CHARGING STATION SUBCRIPTIONS	658.00	
		Total For Dept 1500 CENTRAL BUSINESS DST PARKING		1,646.62	
Dept 1700 PUBLIC BUILDINGS					
01-1700-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 3/21	59.44	
01-1700-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 3/21	88.31	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	AMERICAN HOIST & MANLIFT	9-ELEV MAINT 3/21	192.27	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	FERGUSON ENTERPRISES LLC	PARTS FOR DRINKING FOUNTAINS	260.72	
01-1700-7-712000	WRIST FOBS	ID WHOLESALER	WRIST FOBS	500.00	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	LECHNER & SONS	FLOOR MATS FOR THE VH	85.99	
01-1700-7-712000	PHASE 1 CLOCK REPAIR EASTSIDE	SMITH'S BELL & CLOCK SER	CLOCK REPAIR PHASE 1 EAST FACING FY 2	3,755.00	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	WORLD SECURITY & CONTROL	2-BATTERIES IN ER LIGHTS REPLACED-VH	273.00	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	AMERICAN HOIST & MANLIFT	9-ELEV MAINT 3/21	192.27	
01-1700-7-713000	WRIST FOBS	ID WHOLESALER	WRIST FOBS	325.00	
		Total For Dept 1700 PUBLIC BUILDINGS		5,732.00	
		Total For Fund 01 GENERAL FUND		427,227.19	
Fund 02 CONCORD SPECIAL SERVICE AREA					
Dept 0000 GENERAL					
02-0000-0-780000	RETENTION POND MAINT	ILM	POND MANAGEMENT 4/21	363.73	
		Total For Dept 0000 GENERAL		363.73	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 02 CONCORD SPECIAL SERVICE AREA					
		Total For Fund 02 CONCORD SPECIAL SERVICE AREA		363.73	
Fund 05 FOREIGN FIRE INSURANCE TAX					
Dept 0000 GENERAL					
05-0000-0-790000	FIRE FIGHTING/EMER MED EQUIP	AWARDS AND ENGRAVING	AWARD PLAQUE-ELLIS	62.56	
05-0000-0-790000	FIRE FIGHTING/EMER MED EQUIP	AWARDS AND ENGRAVING	ENGRAVED PLATES	81.00	
		Total For Dept 0000 GENERAL		143.56	
		Total For Fund 05 FOREIGN FIRE INSURANCE TAX		143.56	
Fund 06 TIM/CREEK SPECIAL SERVICE AREA					
Dept 0000 GENERAL					
06-0000-0-780000	RETENTION POND MAINT	ILM	COMPRESSOR MAINT-TIMBER CREEK	795.00	
06-0000-0-780000	RETENTION POND MAINT	ILM	POND MANAGEMENT 4/21	240.27	
		Total For Dept 0000 GENERAL		1,035.27	
		Total For Fund 06 TIM/CREEK SPECIAL SERVICE AREA		1,035.27	
Fund 07 MOTOR FUEL TAX FUND					
Dept 0000 GENERAL					
07-0000-0-738000	ASPHALT RESURFACING	CIVILTECH ENGINEERING, I	ROCKLAND RD-PH3 CONSTR ENG	16,317.74	
		Total For Dept 0000 GENERAL		16,317.74	
		Total For Fund 07 MOTOR FUEL TAX FUND		16,317.74	
Fund 09 TAX INCREMENT FIN DIST #1					
Dept 0000 GENERAL					
09-0000-0-776000	PARKING IMPROVEMENTS	TESKA ASSOCIATES, INC	CHURCH GARAGE SIGN - ENG	3,592.50	
		Total For Dept 0000 GENERAL		3,592.50	
		Total For Fund 09 TAX INCREMENT FIN DIST #1		3,592.50	
Fund 13 HOTEL/MOTEL TAX FUND					
Dept 0000 GENERAL					
13-0000-0-720000	COOK HOUSE	NORTH SHORE GAS CO	SERVICE 3/21	127.24	
13-0000-0-762000	CIVIC CENTER	AMERICAN HOIST & MANLIFT	9-ELEV MAINT 3/21	192.27	
13-0000-0-762000	CIVIC CENTER	CALL ONE	SERVICE 4/21	187.56	
13-0000-0-762000	CIVIC CENTER	FERGUSON ENTERPRISES LLC	PARTS FOR DRINKING FOUNTAINS	250.00	
13-0000-0-762000	CIVIC CENTER	NORTH SHORE GAS CO	SERVICE 3/21	99.84	
		Total For Dept 0000 GENERAL		856.91	
		Total For Fund 13 HOTEL/MOTEL TAX FUND		856.91	
Fund 14 COMMUTER PARKING FUND					
Dept 0000 GENERAL					
14-0000-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY	SERVICE 3/21	89.44	
14-0000-4-710000	PHONE	CALL ONE	SERVICE 4/21	88.44	
14-0000-5-706000	MATERIALS AND SUPPLIES	MKC PLUMBING INC	REPAIRED TOILET-METRA STN	145.00	
14-0000-5-736000	CREDIT CARD FEES	PARKMOBILE LLC	S HARRIS LOT CC FEES 3/21	34.78	
		Total For Dept 0000 GENERAL		357.66	
		Total For Fund 14 COMMUTER PARKING FUND		357.66	
Fund 20 UTILITY FUND					
Dept 0000 GENERAL					

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 20 UTILITY FUND					
Dept 0000 GENERAL					
20-0000-0-401001	WATER	2 NEEDLE CHICKS	UB refund for account: 0109313802-06	98.24	
20-0000-0-401001	SEWER	2 NEEDLE CHICKS	UB refund for account: 0109313802-06	55.85	
20-0000-0-401001	WATER	ARMANDO FRAGOSO & IGULIA	UB refund for account: 0202060100-02	91.08	
20-0000-0-401001	SEWER	ARMANDO FRAGOSO & IGULIA	UB refund for account: 0202060100-02	35.44	
20-0000-0-401001	WATER	BAKER, GABBY	UB refund for account: 0205130900-14	84.43	
20-0000-0-401001	SEWER	BAKER, GABBY	UB refund for account: 0205130900-14	60.49	
20-0000-0-401001	WATER	GRIFFIN-DUNCAN, COLEEN	UB refund for account: 0205144400-10	27.32	
20-0000-0-401001	SEWER	GRIFFIN-DUNCAN, COLEEN	UB refund for account: 0205144400-10	25.84	
20-0000-0-401001	WATER	KALISH, RANDI	UB refund for account: 0209270200-06	73.76	
20-0000-0-401001	SEWER	KALISH, RANDI	UB refund for account: 0209270200-06	61.99	
20-0000-0-401001	WATER	KRECKO, LACEY	UB refund for account: 0209283100-08	31.96	
20-0000-0-401001	SEWER	KRECKO, LACEY	UB refund for account: 0209283100-08	27.55	
20-0000-0-401001	WATER	SHEPLEY, KATIE	UB refund for account: 0102038625-03	325.18	
20-0000-0-401001	WATER	STAG LIBERTYVILLE 1 LLC	UB refund for account: 0109248700-03	2,181.98	
20-0000-0-401001	SEWER	SWANSON, BEVERLY	UB refund for account: 0205130035-03	66.32	
20-0000-0-401001	WATER	SWANSON, BEVERLY	UB refund for account: 0205130035-03	17.02	
20-0000-0-401001	WATER	THE HEALTHY GENE	UB refund for account: 0102053100-04	98.24	
20-0000-0-401001	SEWER	THE HEALTHY GENE	UB refund for account: 0102053100-04	55.85	
20-0000-0-401001	WATER	VECCHARELLI, KATE	UB refund for account: 0110610600-22	65.05	
20-0000-0-401001	SEWER	VECCHARELLI, KATE	UB refund for account: 0110610600-22	61.53	
20-0000-0-401001	WATER	WIRE, BRIAN	UB refund for account: 0116979700-02	117.53	
20-0000-0-401001	SEWER	WIRE, BRIAN	UB refund for account: 0116979700-02	45.73	
		Total For Dept 0000 GENERAL		3,708.38	
Dept 2020 WATER DEPARTMENT					
20-2020-3-728000	TECHNICAL SERVICES	ARROW PLUMBING, INC	REPLACE METER AND CHECK FOR LEAKS-LOY	150.00	
20-2020-3-728000	TECHNICAL SERVICES	ARROW PLUMBING, INC	LABOR REPLACE BALL VALVE	163.00	
20-2020-3-728000	TECHNICAL SERVICES	LAKE COUNTY HEALTH DEPT/	WATER TESTING 3/21	250.00	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 3/21	39.28	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 3/21	52.65	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 3/21	169.30	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 3/21	31.04	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 3/21	1,752.31	
20-2020-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY	SERVICE 3/21	270.09	
20-2020-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY	SERVICE 3/21	291.71	
20-2020-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY	SERVICE 3/21	355.80	
20-2020-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY	SERVICE 3/21	703.72	
20-2020-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 3/21	74.76	
20-2020-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 3/21	33.20	
20-2020-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 3/21	182.48	
20-2020-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 3/21	36.11	
20-2020-4-710000	TELEPHONE	CALL ONE	SERVICE 4/21	(5,113.66)	
20-2020-4-710000	TELEPHONE	CALL ONE	SERVICE 4/21	118.80	
20-2020-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	MISC SUPPLIES	63.87	
20-2020-5-706000	MATERIALS AND SUPPLIES	USA BLUEBOOK	5-1 1/4' NIPPLE PACK	127.45	
20-2020-5-706000	MATERIALS AND SUPPLIES	USA BLUEBOOK	PIPE FITTINGS	123.80	
20-2020-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	ILLINOIS TOLLWAY	MISSED TOLLS-PW	36.40	
20-2020-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	ILLINOIS TOLLWAY	MISSED TOLLS-PW	39.20	
20-2020-5-752000	UNIFORMS	CUTLER WORKWEAR	UNIFORM-LOYD	441.86	
20-2020-5-799000	MISCELLANEOUS	ADVOCATE OCCUPATIONAL HE	PRE-EMPLOYMENT PHYSICAL	192.00	
20-2020-5-799000	MISCELLANEOUS	RECORD CHECK-WI DEPT OF	BACKGROUND CHECK	7.00	
20-2020-7-712000	MAINTENANCE BLDG AND GROUNDS	MENARDS INC	WELL HOUSE REPAIR	115.45	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 20 UTILITY FUND					
Dept 2020 WATER DEPARTMENT					
20-2020-7-716000	MAINTENANCE WATER LINE	LESTER'S MATERIAL SERVIC	TOP SOIL	229.50	
20-2020-7-716000	MAINTENANCE WATER LINE	LESTER'S MATERIAL SERVIC	TOP SOIL	243.81	
20-2020-7-716000	MAINTENANCE WATER LINE	LESTER'S MATERIAL SERVIC	TOP SOIL	254.88	
20-2020-7-716000	RESTORATION DUE TO A MAIN BREAK	TGF ENTERPRISES INC	RESTORATION DUE TO MAIN BREAK	1,466.00	
		Total For Dept 2020 WATER DEPARTMENT		2,901.81	
Dept 2021 SEWER DEPARTMENT					
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 3/21	167.74	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 3/21	50.50	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 3/21	31.26	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 3/21	31.66	
20-2021-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY	SERVICE 3/21	95.73	
20-2021-4-709000	NATURAL GAS	NORTH SHORE GAS CO	SERVICE 3/21	89.62	
20-2021-4-709000	NATURAL GAS	NORTH SHORE GAS CO	SERVICE 3/21	34.88	
20-2021-4-709000	NATURAL GAS	NORTH SHORE GAS CO	SERVICE 3/21	33.75	
20-2021-4-709000	NATURAL GAS	NORTH SHORE GAS CO	SERVICE 3/21	36.69	
20-2021-4-709000	NATURAL GAS	NORTH SHORE GAS CO	SERVICE 3/21	34.88	
20-2021-7-715000	MAINTENANCE LIFT STATIONS	MCMASTER-CARR SUPPLY CO	FITTINGS FOR LIFT STN	136.49	
20-2021-7-715000	MAINTENANCE LIFT STATIONS	STEINER ELECTRIC COMPANY	6-FUSES	133.85	
20-2021-7-715000	MAINTENANCE LIFT STATIONS	VERIZON	PARK AVE CELL SERVICE 2/22/21-3/21/21	50.04	
		Total For Dept 2021 SEWER DEPARTMENT		927.09	
Dept 2022 WASTE WATER TREATMENT PLANT					
20-2022-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY	SERVICE 3/21	16,904.44	
20-2022-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 3/21	3,568.41	
20-2022-4-710000	TELEPHONE	CALL ONE	SERVICE 4/21	88.51	
20-2022-4-710000	TELEPHONE	CALL ONE	SERVICE 4/21	118.80	
20-2022-5-707000	38% SODIUM BISULFITE	UNIVAR USA INC	SODIUM BISULFITE 38%	1,816.53	
20-2022-5-707000	TRANSPORTATION SURCHARGE	UNIVAR USA INC	SODIUM BISULFITE 38%	100.00	
20-2022-5-707000	CHEMICALS	UNIVAR USA INC	SODIUM BISULFITE 38%	4.99	
20-2022-5-718000	SLUDGE REMOVAL	SYNAGRO CENTRAL, LLC	DEWATERING 3/21	5,217.30	
20-2022-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	KLINKNER, JOSEPH	REIMBURSE-CONT ED SEMINAR	80.00	
20-2022-7-715000	MAINTENANCE OTHER EQUIPMENT	MENARDS INC	TRICKLE CHARGER	71.97	
		Total For Dept 2022 WASTE WATER TREATMENT PLANT		27,970.95	
Dept 2024 UTILITY-CAPITAL IMPROVEMENT					
20-2024-5-788000	1" IPERL	CORE & MAIN LP	METERS	2,160.00	
20-2024-5-788000	1" METER NO LEAD	CORE & MAIN LP	METERS	360.00	
20-2024-5-788000	LF 3 RPZ FIRE HYD MTR USG	FERGUSON ENTERPRISES LLC	RPZ FIRE HYD MTR USG	2,767.50	
20-2024-6-750000	WWTP IMPR	MCMASTER-CARR SUPPLY CO	CHEMLINE REPLACEMENT	25.58	
20-2024-6-750000	WWTP IMPR	MCMASTER-CARR SUPPLY CO	CHEMLINE REPLACEMENT	48.53	
20-2024-6-750000	WWTP IMPR	MCMASTER-CARR SUPPLY CO	CHEM LINE REPLACEMENT	67.47	
20-2024-6-750000	DIGESTER LEAK REPAIR	SID'S SEALANTS, LLC	WWTP DIGESTER LEAK REPAIR AND CRACK R	31,000.00	
20-2024-6-750000	WWTP IMPR	STRAND ASSOCIATES, INC	BLOWER & DIFFUSER REPLCMNT PROJ	4,717.62	
20-2024-6-778000	WELL CAPACITY STUDY	MAG CONSTRUCTION	WELL 11 REHABILITATION	55,813.56	
20-2024-6-795000	WATER SYSTEM IMPROVEMENTS	CDW GOVERNMENT, INC	BACK-UPS	172.46	
		Total For Dept 2024 UTILITY-CAPITAL IMPROVEMENT		97,132.72	
		Total For Fund 20 UTILITY FUND		132,640.95	
Fund 21 STORMWATER SEWER FUND					
Dept 2121 STORMWATER SEWER					
21-2121-3-728000	TECHNICAL SERVICES	NEWGEN STRATEGIES & SOLU	STORMWATER UTILITY FEASIBILITY STUDY:	332.50	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 21 STORMWATER SEWER FUND					
Dept 2121 STORMWATER SEWER					
21-2121-6-790000	CAPITAL OUTLAY	CIVILTECH ENGINEERING, I	ROCKLAND AREA-ENG	6,542.56	
21-2121-7-718000	MAINTENANCE STORM SEWERS	RAY SCHRAMER & CO	12"X12" GRATE	33.85	
		Total For Dept 2121 STORMWATER SEWER		6,908.91	
		Total For Fund 21 STORMWATER SEWER FUND		6,908.91	
Fund 30 VEHICLE MAINT/REPL SERVICE FD					
Dept 0000 GENERAL					
30-0000-3-787000	FIRE CONTRACTUAL REPAIRS	TRI-R FABRICATION LLP	WELDED ALUMINUM FITTING BACK TOGETHER	50.00	
30-0000-5-706000	SHOP SUPPLIES	ADVANCE AUTO PARTS	MISC VEHICLE REPAIR PARTS AND SUPPLIE	21.14	
30-0000-5-707000	TOOLS	MIKE FREUND, INC	SIPHON HOSE	22.50	
30-0000-5-711000	GASOLINE & OIL	ADVANCE AUTO PARTS	MISC VEHICLE REPAIR PARTS AND SUPPLIE	219.02	
30-0000-5-714000	VEHICLE PARTS	ADVANCE AUTO PARTS	MISC VEHICLE REPAIR PARTS AND SUPPLIE	2,216.84	
30-0000-5-714000	VEHICLE PARTS	DUXLER TIRE STORE	TIRE DISPOSAL	30.00	
30-0000-5-714000	VEHICLE PARTS	DUXLER TIRE STORE	TIRES	568.88	
30-0000-5-714000	VEHICLE PARTS	LIBERTYVILLE CHEVROLET	IDLE ARM SWAYBAR BUSHINGS #324	177.94	
30-0000-5-714000	VEHICLE PARTS	LIBERTYVILLE LINCOLN SAL	V-BELT/TENSIONER #8	60.02	
30-0000-5-714000	VEHICLE PARTS	LIBERTYVILLE LINCOLN SAL	WINDOW SWITCH	26.91	
30-0000-5-714000	VEHICLE PARTS	LIBERTYVILLE LINCOLN SAL	THROTTLE & GASKET #15	56.82	
30-0000-5-714000	VEHICLE PARTS	LIBERTYVILLE LINCOLN SAL	WIPER CONTROL	67.51	
30-0000-5-714000	VEHICLE PARTS	MACQUEEN EQUIPMENT LLC	LOCK CYLINDERS	21.66	
30-0000-5-714000	VEHICLE PARTS	MACQUEEN EQUIPMENT LLC	LOCK CYLINDERS	76.53	
30-0000-5-714000	VEHICLE PARTS	MIDWEST HOSE AND FITTING	VEHICLE PARTS #324	38.10	
30-0000-5-714000	VEHICLE PARTS	NAPA AUTO PARTS	BRAKE FLUID/OIL DRY/CONNECTOR	104.93	
30-0000-5-714000	VEHICLE PARTS	O'REILLY AUTO PARTS	RETURN-SWAY BAR	(6.77)	
30-0000-5-714000	VEHICLE PARTS	O'REILLY AUTO PARTS	BUSHINGS #324	20.31	
30-0000-5-714000	VEHICLE PARTS	O'REILLY AUTO PARTS	SPARK PLUGS #324	12.36	
30-0000-5-714000	VEHICLE PARTS	POMP'S TIRE SERVICE INC	TIRE REPAIR	38.00	
30-0000-5-714000	VEHICLE PARTS	SPRING-ALIGN OF PALATINE	2-U-BOLTS - #324	39.10	
30-0000-5-714000	12X16.5 12P	TREDROC TIRE SERVICES LL	SKIDSTEER TIRES	1,020.00	
30-0000-5-714000	TIRE CHANGE	TREDROC TIRE SERVICES LL	SKIDSTEER TIRES	140.00	
30-0000-5-714000	SERVICE CALL	TREDROC TIRE SERVICES LL	SKIDSTEER TIRES	180.00	
30-0000-5-714000	BRASS VALVE	TREDROC TIRE SERVICES LL	SKIDSTEER TIRES	20.00	
30-0000-5-714000	SHOP SUPPLIES	TREDROC TIRE SERVICES LL	SKIDSTEER TIRES	7.95	
30-0000-5-789000	ACCIDENT DAMAGE EXPENSE	ALLANSON AUTO BODY	ACCIDENT DAMAGE U-463	975.02	
30-0000-5-789000	SQUAD 10 ACCIDENT DAMAGE	ESTRADA CUSTOMS	SQUAD 10 ACCIDENT DAMAGE	2,641.27	
30-0000-5-789000	ACCIDENT DAMAGE EXPENSE	LIBERTYVILLE LINCOLN SAL	BRACKET/GRILLE	67.33	
30-0000-5-789000	ACCIDENT DAMAGE EXPENSE	SUBURBAN ACCENTS, INC	GRAPHICS & LETTERING REPAIR SQUAD #10	75.00	
30-0000-7-715000	MAINTENANCE OTHER EQUIPMENT	MANKOFF INDUSTRIES, INC	INSPECTION OF FUEL TANK	195.00	
		Total For Dept 0000 GENERAL		9,183.37	
		Total For Fund 30 VEHICLE MAINT/REPL SERVICE FD		9,183.37	
Fund 31 TECHNOLOGY EQUIP/REPL SER FD					
Dept 0000 GENERAL					
31-0000-4-719000	INTERNET ACCESS	COMCAST	SERVICE 4/1-4/30/21	843.68	
31-0000-5-706000	COMPUTER SUPPLIES	AMAZON CAPITAL SERVICES,	WEBCAM W/MICROPHONE	19.99	
31-0000-5-729000	SOFTWARE,LICENSING, UPDATES	BENTLEY SYSTEMS, INCORPO	MICROSTATION SELECT SOFTWARE	862.00	
31-0000-5-729000	SOFTWARE,LICENSING, UPDATES	FRESHWORKS INC	SOFTWARE	708.00	
31-0000-5-729000	MEETING AND AGENDA MANAGEMENT S	MUNICIPAL CODE CORP	MEETING AND AGENDA MANAGEMENT SOFTWAR	2,400.00	
31-0000-6-790000	POWEREDGE R740	CDW GOVERNMENT, INC	STORAGE AREA NETWORK AND SERVER	28,286.66	
		Total For Dept 0000 GENERAL		33,120.33	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 31 TECHNOLOGY EQUIP/REPL SER FD					
		Total For Fund 31 TECHNOLOGY EQUIP/REPL SER FD		33,120.33	
Fund 40 PROJECT FUND					
Dept 0000 GENERAL					
40-0000-0-768000	STREETSCAPE IMPROVEMENTS	RHMG ENGINEERS, INC	ENG SERV/ST MARY'S RD QUIET ZONE	298.13	
		Total For Dept 0000 GENERAL		298.13	
		Total For Fund 40 PROJECT FUND		298.13	
Fund 45 PARK IMPROVEMENT FUND					
Dept 0000 GENERAL					
45-0000-0-782000	PARK IMPROVEMENT COSTS	DAVEY RESOURCE GROUP INC	2020 LAKE/POND SHORELINE PLANT MAINT	9,981.00	
45-0000-0-782000	PARK IMPROVEMENT COSTS	ILM	POND MANAGEMENT 4/21	438.80	
		Total For Dept 0000 GENERAL		10,419.80	
		Total For Fund 45 PARK IMPROVEMENT FUND		10,419.80	
Fund 46 PUBLIC BUILDING IMPROVEMENT FD					
Dept 0000 GENERAL					
46-0000-0-790000	INSTALL NEW FLOORING @ RIVERSID	COMFORT CARPETS INC	INSTALL NEW FLOORING AT RIVERSIDE NEW	3,309.15	
46-0000-0-790000	VILLAGE HALL	COMFORT CARPETS INC	MATERIALS FOR MIDDLE RM AT RIVERSIDE	999.57	
46-0000-0-790000	VILLAGE HALL	DURACLEAN	GENERAL CLEANING-LVILLE GOLF COURSE	300.00	
46-0000-0-790000	ADA RAMP INSTALL PER CODE	HANDI-RAMP	ADA RAMP INSTALL PER CODE (RIVERSIDE	2,858.34	
46-0000-0-790000	VILLAGE HALL	MENARDS INC	RIVERSIDE RENOVATION MATERIALS	49.62	
46-0000-0-790000	VILLAGE HALL	MENARDS INC	MATERIALS FOR RIVERSIDE RENOVATION	61.95	
46-0000-0-790000	VILLAGE HALL	MKC PLUMBING INC	REPAIRED DRINKING FOUNTAIN/MEN'S TOIL	312.00	
46-0000-0-790000	RIVERSIDE RENOVATION (ROUGH PLU	MKC PLUMBING INC	RIVERSIDE OFFICE RENOVATION (ROUGH PL	5,800.00	
46-0000-0-790000	VILLAGE HALL	NORTH SHORE HANDYMAN SOL	INSTALL TRIM-RIVERSIDE	500.00	
46-0000-0-790000	VILLAGE HALL	NORTH SHORE HANDYMAN SOL	INSTALL TRIM-RIVERSIDE	350.00	
46-0000-0-790000	VILLAGE HALL	NORTH SHORE HANDYMAN SOL	INSTALL TRIM-RIVERSIDE	500.00	
46-0000-0-790000	VILLAGE HALL	NORTH SHORE HANDYMAN SOL	MATERIALS-TRIM-RIVERSIDE	500.00	
46-0000-0-790000	VILLAGE HALL	TOTAL SYSTEMS ROOFING IN	ROOF REPAIR-RIVERSIDE	516.00	
46-0000-0-795000	POLICE MASTER PLAN PROPOSAL	FGM ARCHITECTS INC	POLICE MASTER PLAN PROPOSAL	4,500.00	
		Total For Dept 0000 GENERAL		20,556.63	
		Total For Fund 46 PUBLIC BUILDING IMPROVEMENT FD		20,556.63	
Fund 60 LIBERTYVILLE SPORTS COMP FUND					
Dept 6001 LSC-INDOOR SPORTS CENTER					
60-6001-3-713000	INDEPENDENT CONTRACTORS	MUSIC-IN-THE-BOX	WTR-1,2 2021 MUSIC CLS INSTRUCTIONS	646.80	
60-6001-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 3/21	2,679.00	
60-6001-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 3/21	33.20	
60-6001-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 3/21	87.30	
60-6001-4-710000	TELEPHONE	CALL ONE	SERVICE 4/21	240.87	
60-6001-4-710000	TELEPHONE	CALL ONE	SERVICE 4/21	240.87	
60-6001-4-710000	TELEPHONE	CALL ONE	SERVICE 4/21	69.51	
60-6001-4-710000	TELEPHONE	CALL ONE	SERVICE 4/21	49.30	
60-6001-5-750000	Fitness 10 Visit Pass	Angela Basgall	Fitness 10 Visit Pass	25.20	
60-6001-5-750000	Fitness 10 Visit Pass	Brent Gamse	Fitness 10 Visit Pass	89.10	
60-6001-7-712000	MAINTENANCE BUILDING	AMERICAN HOIST & MANLIFT	9-ELEV MAINT 3/21	192.27	
		Total For Dept 6001 LSC-INDOOR SPORTS CENTER		4,353.42	
		Total For Fund 60 LIBERTYVILLE SPORTS COMP FUND		4,353.42	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #

Fund Totals:

Fund 01 GENERAL FUND	427,227.19
Fund 02 CONCORD SPECIA	363.73
Fund 05 FOREIGN FIRE I	143.56
Fund 06 TIM/CREEK SPEC	1,035.27
Fund 07 MOTOR FUEL TAX	16,317.74
Fund 09 TAX INCREMENT	3,592.50
Fund 13 HOTEL/MOTEL TA	856.91
Fund 14 COMMUTER PARKI	357.66
Fund 20 UTILITY FUND	132,640.95
Fund 21 STORMWATER SEW	6,908.91
Fund 30 VEHICLE MAINT/	9,183.37
Fund 31 TECHNOLOGY EQU	33,120.33
Fund 40 PROJECT FUND	298.13
Fund 45 PARK IMPROVEME	10,419.80
Fund 46 PUBLIC BUILDIN	20,556.63
Fund 60 LIBERTYVILLE S	4,353.42
Total For All Funds:	667,376.10

Agenda Item No. 3D

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	April 27, 2021
Agenda Item:	Consideration of a Resolution to Approve a Special Event – Reclaimed Artisans Spring Outdoor Market
Staff Recommendation:	Approve Resolution
Staff Contact:	Kelly A. Amidei, Village Administrator

Background: Reclaimed Artisans, Inc. has submitted a request for the Spring Outdoor Market on Saturday, June 5, 2021. The event will be held in the private parking lot located at 302 Peterson Road, with 50 spaces for vendors which includes one vendor for food and one drink vendor. A Special Event Liquor License is also requested for the drink vendor.

Staff recommends Village Board approval of the resolution approving the event on June 5, 2021 from 9:30 a.m. to 5:30 p.m., and authorize Reclaimed Artisans Spring Outdoor Market to take place from 9:30 a.m. to 5:30 p.m. on Saturday, June 5, 2021, subject to compliance of the necessary Village and Lake County Health Department permits, traffic control final details, compliance with the Restore Illinois plan (as of the date of the event) and Village of Libertyville Special Event Agreement.

RESOLUTION NO. 21-R-

A RESOLUTION TO APPROVE A SPECIAL EVENT FOR
RECLAIMED ARTISANS OUTDOOR VINTAGE MARKET

WHEREAS, Reclaimed Artisans, Inc. has requested approval of the Spring Outdoor Market on June 5, 2021; and

WHEREAS, Bighead Brewing Company, LLC has requested a special event liquor license for this event; and

WHEREAS, Reclaimed Artisans, Inc. will comply with the conditions requested following Village Board of Trustees approval.

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 Reclaimed Artisan's request for the Spring Outdoor Market event on June 5, 2021 and issues a Special Event Liquor License to Bighead Brewing, LLC.

SECTION 2: Reclaimed Artisans, Inc. will comply with the conditions identified in the approval of the event.

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

[signature page to follow]

PASSED this 27th day of April, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this 28th day of April, 2021.

_____
Terry L. Weppler, Village President

ATTEST:

_____
Sally Kowal, Village Clerk

EVENT DATE(s): 6/5/21

Libertyville
spirit of independence

VILLAGE OF LIBERTYVILLE
Special Event Application

This application is required for any event or activity taking place on public property (including street closures), public areas of private property (such as parking lots) that are open to the public, or for any event which will require Village services, including annual special events such as carnivals, festivals, shows, run/walks, etc.
Completed applications are due at least four (4) weeks prior to the event date and should be submitted to the Village Administrator's office.

Section 1: Organization & Contact Information

Name of Event: Reclaimed Artisans Inc. Spring Outdoor Market

Sponsoring Organization: _____

Address: 302 Peterson Rd.

Phone: 224-433-6210 Fax: _____

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

Contact Person: Eric Strait

Address: Same as Above

Daytime Phone : _____ Cell Phone: 847-406-0617

Section 2: General Information

Event Date: 6/5/21

Event time (please list for each date): 9:00 am - 4:30 pm.

Set up date and time: 6:00 am 6/5/21

EVENT DATE(s): 6/5/21

Dismantling/clean up date and time: 6/5/21 5:00pm
(clean up includes removal of all waste, dumpsters, equipment, dismantling of tents, filling tent holes, removal of portable toilets, etc.

Estimated number of attendees (including participants and staff/volunteers): 1,500

Section 3: Event Location
Please check all that apply

☐ Public parking lot – *Address:*

☒ Private parking lot – *Address:*

Please attach letter of approval from property owner

☐ Park – *Please list park*

☐ Public streets – *Please list street(s):*

Section 4: Type of Special Event
Please check all that apply

☒ Arts & crafts sale	☐ Corporate function/gathering	☐ Outdoor business event
☐ Bicycle ride	☐ Fundraising event	☐ Run/Walk (Distance: ____)
☐ Car show	☐ Parade	☐ Sidewalk sale/business event
☐ Carnival/Circus	☐ Petting zoo	☐ Other:

Purpose of the event: To sell homemade, handmade, Home decor + other vintage and antiques.

General description of the event:
Setup spaces for event. Sales of items offering drinks + food.

Admission fee for event: $ 0
List organizations receiving proceeds from admissions:

EVENT DATE(s): 6/5/21

Section 5: Services for Special Event

Please check all that apply. Also, some services may require a permit or inspection based on the Village's municipal code and the discretion of the contacting departments.

Please contact the Village Administrator's office at 847-362-2430 to obtain licenses for the following services:

☐ Raffle

☒ Liquor – *Please check with the Village Administrator's office to see if you are eligible to serve liquor at your event.* Mickey Finns

☒ Food service/vendor(s) – *Health inspections may be required; contact Lake County Health Department*

Please contact Code Enforcement at 847-918-2020 to obtain necessary permits and to schedule inspections for the following services:

☐ **Tent**

☐ **Electrical wiring/generator**

☒ **Signs/banners - application and regulations are attached**

☐ **Water (hydrant) usage** – *Permit required; contact Public Works (847-918-2020)*

☐ **Fireworks** – Permit required; *contact Fire Department Administration (847) 362-5664*

☐ **Amplifier**

☐ **Car show**

Other services not listed above:

Restrooms

Section 6: Event Operation

Please check all that apply:

☒ **Portable Restroom Facilities** – Required if no restroom facilities or inadequate number of restroom facilities on-site. The Village requires four portable toliets for up to 200 people, one handicapped portable toilet per location, and two hand-washing stations for up to 400 people.

☐ **Type(s) of publicity used to promote event:** Facebook, Flyers.

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

WASTE REMOVAL IS THE RESPONSIBILITY OF THE EVENT ORGANIZER.

☒ **Waste removal will be provided by the host site.**

☐ **Waste will be removed by the event organizer OR by the contracted waste hauler named below:**

Waste Hauler:
Hauler Address:
Hauler Phone Number:

EVENT DATE(s): 6/5/21

Section 6: Traffic, Security, Medical Services & Fees

Please check services that will be required for traffic, security and medical needs:

POLICE	FIRE	PUBLIC WORKS
☐ Traffic Control	☐ Ambulance	☐ Barricades
☐ Crowd Control	☐ Fire suppression	☐ Cones
☐ Event Security	☐ Fire inspections	☐ Orange snow fencing
☐ Money escorts		

Not Needed for June but have traffic control for Sept market

The number of Police Officers required for adequate traffic control and/or security shall be determined by the Police Department and discussed with the event organizer prior to the event being approved.

FEES (unless waived by the Mayor and Village Board of Trustees): It is the responsibility of the applicant to pay all out-of-pocket expenses related to the special event. This includes, but is not limited to: all permit fees, inspection fees, Police, Fire and Public Works personnel hire back fees, equipment rentals and water usage.

TRAFFIC CONTROL: Please indicate on the table below all streets requiring road closure and/or removal of on-street parking restrictions.

		STREET NAME	CLOSE TIME	OPEN TIME
☐ Closure	☐ Parking			
☐ Closure	☐ Parking			
☐ Closure	☐ Parking			
☐ Closure	☐ Parking			
☐ Closure	☐ Parking			

Section 7: Required Documents, Insurance & Hold Harmless Agreement

CERTIFICATE OF INSURANCE:

All events require a certificate of insurance and a policy endorsement listing the Village of Libertyville as an additional insured. The minimum coverage is $100,000 per occurrence and $2,000,000 aggregate. **All insurance requirements listed on page 9 and 10 of this application must be included on the certificate of insurance.**

AUTOMOBILE INSURANCE:

Does this event include use of vehicles?

☐ **YES** – *Number of vehicles:* _____

☒ **NO**

Proof of auto insurance is required for all vehicles/drivers used in the event.

HOLD HARMLESS:

EVENT DATE(s): 6/5/21

To the fullest extent permitted by law, the undersigned hereby agrees to defend, indemnify and hold harmless the Village of Libertyville, its officials, agents and employees, against injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses (including attorneys' fees), which may in anyway accrue against the Village of Libertyville, its officials, agents and employees, arising in whole or in part or in consequence of the event of 6/5/21 (date), sponsored by (organization), or which may in anyway result therefore, except that arising out of the sole legal cause of the Village of Libertyville, its officials, agents or employees. The undersigned shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village of Libertyville, its officials, agents and employees, in any such action, the undersigned shall, at its own expense, satisfy and discharge the same.

The invalidity or unenforceability of any of the provisions hereof shall not affect the validity or enforceability of the remainder of this Agreement.

Agreed this 21 day of April, 2021.

Signature

4/21/21
Date

Eric Stritt
Print name and title

Reclaimed Artisans Inc.
Organization

Agenda Item No. 3E

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	April 27, 2021
Agenda Item:	Consideration of an Ordinance Vacating a Portion of Unimproved Alley – 725 Sunnyside
Staff Recommendation:	Approve Ordinance
Staff Contact:	Kelly A. Amidei, Village Administrator

Background: The Village recently received a request from Kelly Campbell at 725 Sunnyside Avenue for the vacation of a portion (the adjacent 8 feet) of the unimproved alley located behind her property. The Village staff recommends approval of the attached ordinance, subject to Ms. Campbell remitting the $200.00 alley vacation application fee.

THIS SPACE FOR RECORDER'S USE ONLY

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 21-O-____

AN ORDINANCE VACATING OF A PORTION OF AN UNIMPROVED ALLEY
ADJACENT TO 725 SUNNYSIDE 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 VACATING A PORTION OF AN UNIMPROVED ALLEY
ADJACENT TO 725 SUNNYSIDE AVENUE

WHEREAS, ***Kelly Campbell*** (***"Owner"***) is the owner of the property commonly known as 725 Sunnyside Avenue and legally described in **Exhibit A**, attached to and made a part of this Ordinance (***"Property"***); and

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

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

WHEREAS, the Owner has submitted a request to the Village to vacate the northern half of that portion of the Alley located immediately adjacent to the south boundary of the Property (***"Right-of-Way"***), which Right-of-Way is approximately eight feet in depth and 50 feet in width; and

WHEREAS, the Right-of-Way was platted as an alley, but is currently unimproved and abandoned, and there is no practical reason for the Village to continue to own and maintain the Right-of-Way for public purposes; and

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

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

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

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

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

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

SECTION ONE: Recitals. The foregoing recitals are incorporated as if fully set forth herein.

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

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

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

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

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

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

SECTION EIGHT: Reservation of Rights. The vacation of the Right-of-Way will not affect any easement rights the Village may have with regard to the Property. Additionally, there is expressly reserved unto the Village of Libertyville, Illinois by itself or by any licensee or a holder of any franchise from the Village of Libertyville, Illinois and their successors and assigns, a permanent easement over and under the Right-of-Way for the right, permission and authority to repair, maintain, construct, install and/or renew any existing poles, wires, cables, pipes, conduits and/or necessary improvements and/or fixtures for the transmission and distribution of electricity,

sanitary and storm sewer, water, telephone, cable television, internet and other municipal services, together with the right to access to same for the repair, construction, installation and/or maintenance thereof and also the right to trim from time to time such trees and bushes as may be reasonably required for the efficient operation of said utilities and services and for the repair, maintenance, or renewal thereof in the Right-of-Way vacated by this Ordinance.

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

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

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

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

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

PASSED this ___ day of _____, 2021.

AYES:

NAYES:

ABSENT:

APPROVED this ___ day of _____, 2021.

_____
Terry L. Weppler, Village President

ATTEST:

_____
Sally Kowal, Village Clerk

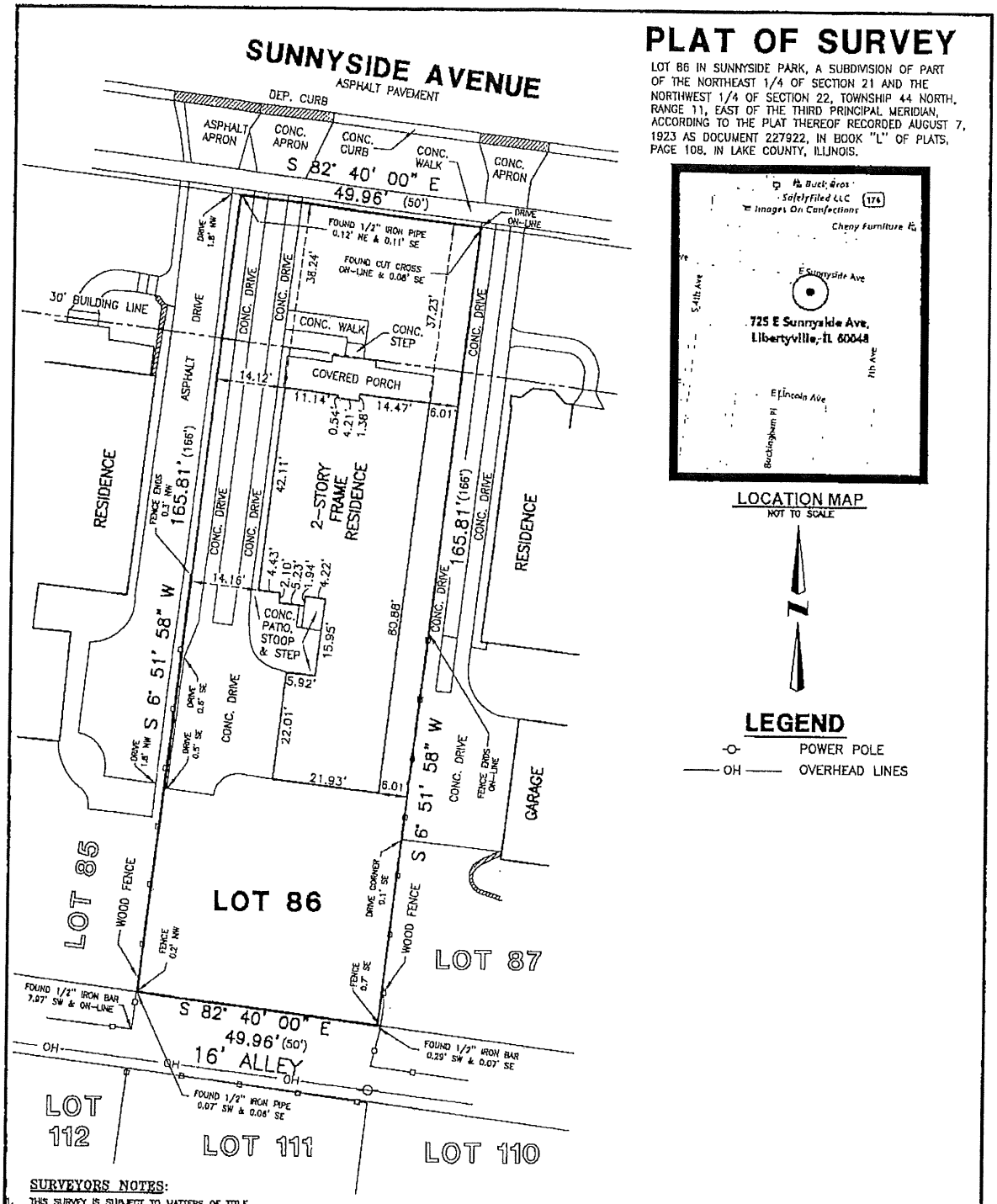
EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 86 in Sunnyside Park, being a subdivision in Sections 21 and 22, Township 44 North, Range 11 East of the Third Principal Meridian, according to the Plat thereof recorded August 7, 1923 as Document No. 227922, in Book "L" of Plats, page 108, in Lake County, Illinois.

PLAT OF SURVEY

LOT 86 IN SUNNYSIDE PARK, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 21 AND THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 7, 1923 AS DOCUMENT 227922, IN BOOK "L" OF PLATS, PAGE 108. IN LAKE COUNTY, ILLINOIS.



LOCATION MAP
NOT TO SCALE

LEGEND

-o- POWER POLE
—OH— OVERHEAD LINES

SURVEYORS NOTES:

1. THIS SURVEY IS SUBJECT TO MATTERS OF TITLE WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT.
2. NO OTHER IMPROVEMENTS ARE SHOWN AT THIS TIME.
3. BUILDING TIES SHOWN HEREON ARE MEASURED TO THE OUTSIDE FACE OF FINISHED CONCRETE FOUNDATION.
4. ( ) DENOTES RECORD DIMENSION.
5. BEARINGS HEREON SHOWN ARE ON AN ASSUMED BASIS.
6. ORIGINAL CLIENT- D.R. HORTON
7. ORIGINAL FIELD WORK COMPLETED- 09-08-17

GENERAL NOTES:

1. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF.
2. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON.
3. ONLY THOSE BUILDING LINE SETBACKS AND EASEMENTS WHICH ARE SHOWN ON THE RECORDED PLAT OF SUBDIVISION ARE SHOWN HEREON. THERE MAY BE ADDITIONAL TERMS, POWERS, PROVISIONS AND LIMITATIONS CONTAINED IN AN ABSTRACT DEED, LOCAL ORDINANCES, DEEDS, TRUSTS, COVENANTS OR OTHER INSTRUMENTS OF RECORD.
4. COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA GIVEN ON THIS PLAT AND IMMEDIATELY REPORT ANY DISCREPANCIES TO THE SURVEYOR.

DATE	REVISIONS	BY
04-29-19	UPDATE SURVEY	JS
04-08-18	FOUNDATION LOCATION	JS
03-16-17	BUILDING LAYOUT	JS

AREA

8,283 Sq. Ft. OR 0.19 ACRES (MORE OR LESS)

STATE OF ILLINOIS } SS
COUNTY OF LAKE }

WE, GREENGARD INC., DO HEREBY STATE THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED THIS 30TH DAY OF APRIL A.D. 2019

JOSEPH R. SADOSKI 3316 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS LINCOLNSHIRE, ILLINOIS

GREENGARD, INC.
111 BARCLAY BOULEVARD, SUITE 310
LINCOLNSHIRE, ILLINOIS 60069

JOSEPH R. SADOSKI
ILLINOIS
PROFESSIONAL LAND SURVEYOR NO. 3316
MY RENEWABLE LICENSE EXPIRES 11-30-20.

GREENGARD INC.
Engineers · Surveyors · Planners
111 Barclay Blvd., Suite 310, Lincolnshire, Illinois 60069-2908
847/634-3883 E-MAIL: 231@greengardinc.com FAX: 847/634-0697

SCALE	1"=20'
DRAWING No.	63243
SHEET	1 OF 1

725 E. SUNNYSIDE AVENUE – LIBERTYVILLE, ILLINOIS

PLAT OF SURVEY

Drawing File: J:\63243\dwg\Survey\63243-Survey Apr 30 2019-ALT.dwg

Agenda Item No. 3F

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	April 27, 2021
Agenda Item:	Consideration of an Ordinance Declaring Surplus Property
Staff Recommendation:	Approve Ordinance
Staff Contact:	Rich Carani, Fire Chief

Background: The attached Ordinance, which includes Exhibit A, includes a list of miscellaneous Fire Department items for declaration as surplus. Exhibit A details whether the item has been replaced and the recommended disposal process of each item to be declared surplus.

Staff recommends approving the attached Ordinance to declare the Village property listed within Exhibit A of the Ordinance 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

- Four Gas Cans: These items are no longer used and have not been replaced. Staff recommends these items be sold on GovDeals, an online government auction site.
- Metal Backboard: This item is no longer used and has not been replaced. Staff recommends this item be sold on GovDeals, an online government auction site.
- Metal/Fabric Backboard: This item is no longer used and has not been replaced. Staff recommends this item be sold on GovDeals, an online government auction site.
- Motorola Headset: This item is no longer used and has been replaced. Staff recommends this item be sold on GovDeals, an online government auction site.
- Gas Calibration Kit- Hydrogen Sulfide & Carbon Monoxide: This item is no longer used and has been replaced. Staff recommends this item be recycled.
- Misc. Parts for Calibration Kit: This item is no longer used and has been replaced. Staff recommends this item be sold on GovDeals, an online government auction site.
- Remote Area Lighting System: This item is no longer used and has been replaced. Staff recommends this item be sold on GovDeals, an online government auction site.
- Locking Mount for PM1500 Radio: This item is no longer used and has been replaced. Staff recommends this item be recycled.
- Canon Sure Shot Owl Canon Lens: This item is no longer used and has not been replaced. Staff recommends this item be sold on GovDeals, an online government auction site.
- Sony digital Mavica 3.5" Disk: This item is no longer used and has not been replaced. Staff recommends this item be sold on GovDeals, an online government auction site.
- Canon Lens 35mm Sure Shot Owl: This item is no longer used and has not been replaced. Staff recommends this item be sold on GovDeals, an online government auction site.
- Nikon Sport Touch- Nikon lens 35mm: This item is no longer used and has not been replaced. Staff recommends this item be sold on GovDeals, an online government auction site.
- GasTrac: This item is no longer used and has been replaced. Staff recommends this item be recycled.
- MSA Mask with Head Up Display: This item is no longer used and has been replaced. Staff recommends this item be sold on GovDeals, an online government auction site.
- Oxygen Cylinder: This item is no longer used and has been replaced. Staff recommends this item be recycled.
- Polaroid Camera with Accessories: This item is no longer used and has not been replaced. Staff recommends this item be sold on GovDeals, an online government auction site.
- Empty Nitrous Oxide Bottles: This item is no longer used and has been replaced. Staff recommends this item be recycled.
- MSA Air Pack & 1 Air Bottle: This item is no longer used and has been replaced. Staff recommends this item be sold on GovDeals, an online government auction site.
- Three Alert Monitors: These items are no longer used and have been replaced. Staff recommends these items be recycled.
- Two Nitrous Oxide Tanks & Equipment: This item is no longer used and has been replaced. Staff recommends this item be recycled.
- Nine Garmin GPS Units: These items are no longer used and have been replaced. Staff recommends this item be sold on GovDeals, an online government auction site.
- Six Elkhart Brass Chief Nozzles: These items are no longer used and have been replaced. Staff recommends these items be scrapped.

- Two Radiation Monitors: These items are no longer used and have been replaced. Staff recommends these items be sold on GovDeals, an online government auction site.
- Sony TV: This item is no longer used and has not been replaced. Staff recommends this item be recycled.
- GO VIDEO- DVD Recorder: This item is no longer used and has not been replaced. Staff recommends this item be sold on GovDeals, an online government auction site.
- DVD Player: This item is no longer used and has not been replaced. Staff recommends this item be sold on GovDeals, an online government auction site.
- University Sound Amplifier: This item is no longer used and has not been replaced. Staff recommends this item be sold on GovDeals, an online government auction site.
- Two Vehicle Keyboards: - These items are no longer used and have not been replaced. Staff recommends these items be recycled.
- Vehicle Computer Mount: This item is are no longer used and has not been replaced. Staff recommends this item be scrapped.
- Two Vehicle Computer Bases: These items are no longer used and have not been replaced. Staff recommends these items be scrapped.
- Stryker Cot: This item is no longer used and has been replaced. Staff recommends this item be sold on GovDeals, an online government auction site.
- Tough Body Weight Machine: This item is no longer used and has been replaced. Staff recommends this item be sold on GovDeals, an online government auction site.

Agenda Item No. 3G

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 27, 2021

Agenda Item: Consideration of a Resolution to Award a Professional Services Agreement to Total Elevator Service for Annual Elevator Maintenance

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 the Municipal Partnership Initiative (MPI) for the joint bidding of elevator maintenance services. Three bids were submitted and the lowest responsible bidder was determined to be Total Elevator Service. The bids submitted are summarized below:

Contractor	Libertyville Cost
Total Elevator Service	$18,636.00
American Hoist & Manlift	$20,358.00
Mid-American Elevators Co, Inc.	$29,700.00

The Village's Annual Budget for Fiscal Year 2021/2022 provides sufficient funds in multiple accounts for monthly elevator maintenance. This will include monthly preventative maintenance for the Village's nine (9) elevators located at the two parking garages, Village Hall, Civic Center, Sports Complex, Schertz Building and Fire Station #1. The bidding specifications will be included as an exhibit in the Village's standard Professional Services Agreement.

Staff recommends approval of the attached Resolution to award the Professional Services Agreement for annual elevator maintenance to Total Elevator Service in the amount of $18,636.00 and authorize execution by the Village Administrator.

RESOLUTION 21-R- _____

CONSIDERATION OF A RESOLUTION TO AWARD A PROFESSIONAL SERVICES AGREEMENT TO TOTAL ELEVATOR SERVICE FOR ANNUAL ELEVATOR MAINTENANCE

WHEREAS, the Village participated in the Municipal Partnership Initiative (MPI) for the joint bidding of elevator maintenance services; and

WHEREAS, three bids were submitted and the lowest responsible low bidder for the Village was determined to be Total Elevator Service in the amount of $18,636.00; and

WHEREAS, this work will include monthly preventative maintenance for the Village's nine (9) elevators located at the two parking garages, Village Hall, Civic Center, Sports Complex, Schertz Building and Fire Station #1; and

WHEREAS, the Village's Annual Budget for Fiscal Year 2021/2022 provides sufficient funds in multiple accounts for monthly elevator maintenance.

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

SECTION 1. The foregoing recitals are hereby incorporated and 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 Professional Services Agreement with Total Elevator Service for annual elevator maintenance in the amount of $18,636.00.

SECTION 3. The Village of Libertyville Board of Trustees authorizes the Village Administrator to execute the Professional Services Agreement with Total Elevator Service for annual elevator maintenance.

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

INVITATION TO BID

VoBG-2021-14

BID DOCUMENTS AND SPECIFICATIONS

ELEVATOR MAINTENANCE

FOR THE VILLAGES OF BUFFALO GROVE, LIBERTYVILLE, AND WINNETKA

VILLAGE OF BUFFALO GROVE
50 RAUPP BLVD., BUFFALO GROVE, IL 60089
(847) 459-2525

Invitation to Bid

ITB NO: VOBG-2021-14
INVITATION TO BID ("ITB") ON: ELEVATOR MAINTENANCE
FOR
VILLAGES OF BUFFALO GROVE, LIBERTYVILLE, AND WINNETKA

Scope of work includes: The maintenance, and repair of Elevator units currently owned by the Municipalities. These devices are located at various facilities throughout the Municipalities. The intent of the Municipalities is to enter into a term agreement with a single elevator maintenance contractor.

All work under this agreement shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et. seq).

The Municipalities reserve the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bid procedures and to award the agreement in a manner best serving the interest of the Municipalities.

For the first year of the contract, April 30, 2021 – May 1, 2022, Municipalities can enter into the contract on a date mutually agreed upon by the MPI Community and the Contractor. In subsequent contract years municipalities may join the contract in accordance with the terms defined in Joint Procurement section of the attached contract.

NON-MANDATORY Walkthrough- All Contractors are encouraged to visit each building described in the Appendices hereto. Village staff will conduct a walkthrough of each facility on dates and times specified below. Attendance at these walkthroughs is not mandatory; however, Contractors are warned that no allowance will be granted to bidders unfamiliar with the work. Please contact the Municipality to schedule your walkthrough and get the meeting location.

Walkthrough Schedule

Village of Buffalo Grove	Village of Libertyville	Village of Winnetka
Date of Walkthrough 9:00 A.M. on Tuesday, March 23, 2021	Date of Walkthrough 9:00 A.M. on Monday, March 22, 2021	Date of Walkthrough 9:00 A.M. on Wednesday, March 24, 2021
Contact for Appointment: Nick Smith Facilities Manager 847-459-2525 nsmith@vbg.org	Contact for Appointment: Daniel Juarez Facilities Manager 847-613-5181 djuarez@libertyville.com	Contact for Appointment: Steve Auth Superintendent 847-716-3273 sauth@winnetka.org

Timeline

Monday, March 29, 2021 9:30 AM	Due date for all questions regarding the Work ("Question Due Date")
Wednesday, April 7, 2021 9:30 AM	Bid Proposals due to the Village ("Bid Due Date")

INSTRUCTIONS TO BIDDERS

QUESTIONS ON THE WORK

All comments, concerns and questions regarding the Work and these documents shall be addressed to the Village of Buffalo Grove Purchasing Manager via email at BGfinance@vbg.org with the subject line "Elevator Maintenance 2021". All comments, concerns and questions regarding the Work must be received by Monday, March 29, 2021 9:30 AM CST on the Question Due Date (defined above).

BID PROPOSAL DOCUMENTS

Each bidder must submit **copies** of the following documents (collectively, the "**Bid Proposal**"):

1. Schedule of Prices
2. Contractor Information
3. Bid Bond
4. Contractor References
5. Disqualification of Certain Bidders
6. Anti-Collusion Affidavit and Contractor's Certification
7. Conflict of Interest
8. Tax Compliance Affidavit
9. Sub-Contractor Information
10. Participation Affidavit & Agreement Acceptance

BID SECURITY

Along with the Bid Proposal, each bidder must submit with its Bid Proposal a bank draft, cashier's check, certified check or bid bond equal to at least five percent (5%) of the Total Contract Price, as set forth in their Schedule of Prices (the "**Bid Security**").

BID SUBMITTAL

All bid proposals must be submitted electronically through the Village's Vendor Registry online procurement system by the Bid Due Date on Wednesday, April 7, 2021 9:30 AM. Hard copy bids will not be accepted. All bids will be opened and read publicly via the GoToMeeting video conferencing platform https://global.gotomeeting.com/join/308423245 or by calling into +1 (872) 240-3212, Access Code: 308-423-245

In order to submit a bid proposal, bidders shall:

1. Go to www.vbg.org/bids
2. Select on the project description, 'Elevator Maintenance 2021'and click the large red button at the top.

3. Log in to your account and enter your total bid price. This will be the as read bid price.
4. Bid Submittal Documents shall be a single attachment as a .pdf document (up to 200 MB)

VoBG-2021-14 Bid for Village of Buffalo Grove, Illinois

Elevator Maintenance 2021

NO WITHDRAWAL OF BIDS

No Bid Proposal shall be withdrawn after the Bid Due Date without the consent of the Village for a period of ninety (90) calendar days after the Bid Due Date.

I. Schedule of Prices – Routine Maintenance

INVITATION TO BID CONTRACTOR INFORMATION

Company Name: Total Elevator Service

Address: 10064 Clow Creek Rd.

City, State, Zip Code: Plainfield, Ill. 60585

Schedule of Prices

Project Elevator Maintenance and Repair

ITB# VoBG-2021-14

A. Buffalo Grove - Routine Maintenance

Public Works: 51 Raupp, Blvd Buffalo Grove		
Number of Units	Monthly Cost	Annual Cost
1	$ 167.00	$ 2004.00
Police Department: 46 Raupp, Blvd Buffalo Grove		
Number of Units	Monthly Cost	Annual Cost
1	$ 167.00	$ 2004.00
Village Hall: 50 Raupp, Blvd Buffalo Grove		
Number of Units	Monthly Cost	Annual Cost
1	$ 167.00	$ 2004.00
Arboretum Golf Course: 401 Half Day Rd., Blvd Buffalo Grove		
Number of Units	Monthly Cost	Annual Cost
1	$ 167.00	$ 2004.00
A.	Total Annual Cost	$ 8016.00

A. Total Annual Cost in Writing $ Eight thousand Sixteen Dollars, 0 cents

B. Winnetka

Village of Winnetka: 510 Green Bay Rd.		
Number of Units	Monthly Cost	Annual Cost
1	$ 167.00	$ 2004.00
B.	Total Annual Cost	$ 2004.00

B. Total Annual Cost in Writing $ Two thousand, and 04 Dollars, 0 Cents.

I. Schedule of Prices – Routine Maintenance (cont.)

C. Libertyville

Village of Libertyville: 118 W. Cook		
Number of Units	Monthly Cost	Annual Cost
1	$ 167.00	$ 2004.00
Schertz Building: 200 E. Cook		
Number of Units	Monthly Cost	Annual Cost
1	$ 167.00	$ 2004.00
Civic Building: 135 W. Church		
Number of Units	Monthly Cost	Annual Cost
1	$ 167.00	$ 2004.00
Sports Complex: 1950 N. Hwy 45		
Number of Units	Monthly Cost	Annual Cost
1	$ 167.00	$ 2004.00
Parking Garage Lake: 151 Lake		
Number of Units	Monthly Cost	Annual Cost
2	$ 334.00	$ 4008.00
Fire Station 1: 1551 N. Milwaukee		
Number of Units	Monthly Cost	Annual Cost
1	$ 167.00	$ 2004.00
Parking Garage 123 W. Church		
Number of Units	Monthly Cost	Annual Cost
2	$ 384.00	$ 4608.00
C.	Total Annual Cost	$ 18636.00

C. Total Annual Cost in Writing $ Eighteen thousand, Six Hundred thirty six ~~0~~ Cents.

Total Bid Price for all Municipalities A+B+C $ 28656.00

Twenty Eight thousand, Six Hundred, ~~Fifty~~ Six Dollars.

II. Schedule of Prices - Labor Rates

Labor rates for additional work, overtime work/callback.

	Business Hours Monday - Friday	After Hours Monday - Friday	Weekend Hours Saturday - Sunday	Hourly Rate Federal Holiday
Mechanic	$ 200	$ 250	$ 300	$ 300
Assistant	$ 175	$ 200	$ 200	$ 200

Markup of Materials Above Vendor Cost		10 %
Equipment Fees (if applicable)	Attach rate sheet if necessary	N/A
Trip Charge (if applicable)	MAX 20.00 PER MILE After, Weekend, and Federal Holiday Hours only.	$ .75¢
Minimum Call-out Hours	Outside of Normal Business Hours	1 hrs

On-Call Response Times	Minutes/Hours
Emergency Callback	1.5
Non-Emergency Callback	1.5
Number of Employees Available for Emergency Calls	6

III. WARRANTY DETAILS

Warranty Terms as found in the Specifications herein.

Details	List Time Unit Below
Warranty period of workmanship	12 mos.

ANY REPAIR, PARTS AND LABOR SHALL BE WARANTEED FOR 12 MOS.

BIDS SHALL BE ACCOMPANIED BY BID SECURITY IN AN AMOUNT NOT LESS THAN FIVE PERCENT (5%) OF THE AMOUNT OF THE TOTAL BID.

All work under this agreement shall comply with the Prevailing Wage Rate Act of the State of Illinois, 820 ILCS 130/0.01 et seq. & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01).

NOTE TO BIDDERS: Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary. Please be advised that any exceptions to these specifications may cause your bid to be disqualified.

CONTRACTOR INFORMATION: Contractor shall submit the following certified information with the bid:

Contractor is currently engaged in the servicing of Elevator equipment and has been for the previous twenty (20) years.

Contractor shall have technical qualifications of at least ten (10) years maintaining microprocessor-based Elevator equipment. Qualification shall be based on having trained supervisory and installation personnel and the facilities to install the Elevator equipment proposed in the Chicago area.

Contractor shall submit a list of installations totaling 200 Elevators where full maintenance service contracts similar to the type required under this Bid are in effect.

Do you agree that escalating prices shall be no more than the Consumer Price Index for All Urban Consumers (CPI-U) in the Chicago area or 2% whichever is less., for each of the possible three (3), one (1) year extensions (please initial)?

Yes ✓ No _____

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown on any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting agreement or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this agreement as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature: Jim Crafton **Company Name:** TOTAL ELEVATOR SERVICE

Typed/Printed Name: JIM CRAFTON **Date:** APRIL 1, 2021

Title: SALES MANAGER **Telephone Number:** 630-791-9553

E-mail Jim@totalelevator.co

INFORMATION SHEET

Address of Service Center(s) from which you propose to furnish service to the Municipalities

TOTAL ELEVATOR SERVICE

Address: 10064 CLOW CREEK RD.

City, State, Zip Code: PLAINFIELD, ILL. 60585

Contact Person/
Telephone Number: PATRICK ESPOSITO 630-352-1634

Address: Total Elevator Service

City, State, Zip Code: 6127 DOVER CT. OSWEGO, ILL. 60543

Contact Person/
Telephone Number: PATRICK ESPOSITO 630-352-1634

Provide Contact person and phone number(s) for 24 hour emergency callouts/service:

Contact Person: PATRICK ESPOSITO

Telephone Number: 630-352-1634

Contact Person:

Telephone Number:

Contact Person: JIM CRAFTON

Telephone Number: 630-229-2709

Contact Person:

Telephone Number:

Subcontractors – List name and contact information for any subcontractors you propose to use in fulfilling the obligations of this bid.

N/A

Subcontractor:

Address:

City, State, Zip Code:

Contact Person/
Telephone Number:

Specialty:

Subcontractor:

Address:

City, State, Zip Code:

Contact Person/
Telephone Number:

Specialty:

Please provide the Municipalities with a list of your current employees who you are proposing to service the Municipalities, what certifications they have and how many years they have been employed by your company.

Employee Name: PATRICK GROSITO

Certifications: Mech License, Supervison License, QEI Certified

Years of Service: 38

Employee Name: JOSHUA PARRISH

Certifications: mech / Fire Marshal License

Years of Service: 10

Employee Name: DWAYNE LESTER

Certifications: mech License, Supervison License

Years of Service: 25

Employee Name: TONY MASSONI

Certifications: Mech License

Years of Service: 26

Employee Name: JAY COOPER

Certifications: FIRE MARSHAL LICEN

Years of Service: 4

Employee Name: DAVE LUTZOW

Certifications: mech License

Years of Service: 20

Use additional pages as needed.

APPENDIX B. REQUIRED SUBMITTALS

1. Schedule of Prices
2. Contractor Information
3. Bid Bond
4. Contractor References
5. Disqualification of Certain Bidders
6. Anti-Collusion Affidavit and Contractor's Certification
7. Conflict of Interest
8. Tax Compliance Affidavit
9. Sub-Contractor Information
10. Participation Affidavit & Agreement Acceptance

CONTRACTOR REFERENCES

References – List at least three (3) references from commercial/local government organizations and the number of pieces your company provided service for at those businesses where your company has provided ELEVATOR services within the past 60 months. Those references should be for businesses where your company has serviced a minimum of 20 pieces of equipment. References will be checked prior to award. Any negative responses may result in disqualification of the bid. Include contact names and phone numbers – make sure that the phone numbers and contact names are ones that are current and that the references can be reached.

Municipality: Naperville School Dist. 203
Address: 203 Hillside
City, State, Zip Code: Naperville Ill. 60540
Contact Person/ Telephone Number: Paul Benetazzo 630-420-6469
Dates of Service/Award Amount: Open Contract since 2016 35K annual
July 1 20 units

Municipality: Aurora West School Diss. 129
Address: 1244 Plum St.
City, State, Zip Code: Aurora, Ill 60506
Contact Person/Telephone Number: Leigh Jackson 630-301-6651
Dates of Service/Award Amount: July 1, 2017 29K annual
12 units

Agency: Central City Management
Address: 10 W. Elm
City, State, Zip Code: Chicago, Ill. 60610
Contact Person/ Telephone Number: Mamie Lieblng 312-593-7205
Dates of Service/Award Amount: 2014 25K annual
6 units

Agency: Aurora School Dist. 131 East
Address: 411 Hill St.
City, State, Zip Code: Aurora, Ill. 60505
Contact Person/ Telephone Number: Jesse Vargas 630-779-8087
Dates of Service/Award Amount: July 1 2018 24900.00 annual

DISQUALIFICATION OF CERTAIN BIDDERS

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

(A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;

(B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;

(C) has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;

(D) has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;

(E) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;

(F) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;

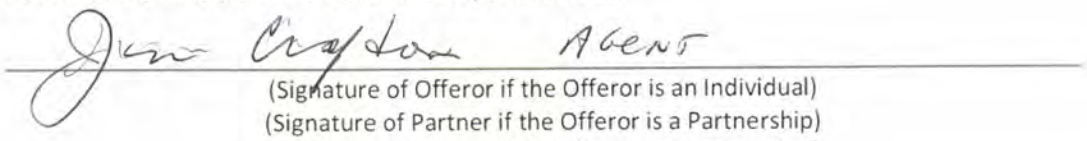
(G) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;

(H) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;

(I) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, limited liability company trust, association, unincorporated business or individually owned business.

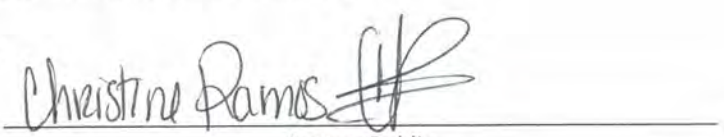
By signing this document, the bidder hereby certifies that they are not barred from bidding on this agreement as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.



(Signature of Offeror if the Offeror is an Individual)
(Signature of Partner if the Offeror is a Partnership)
(Signature of Officer if the Offeror is a Corporation)

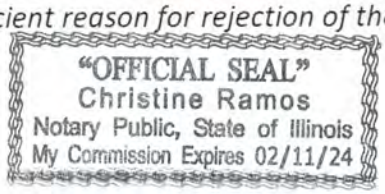
The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 6th day of April, 2021



Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.



ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION

JIM CRAFTON, being first duly sworn,

deposes and says that he is OFFICER - AGENT OF
(Partner, Officer, Municipality, Etc.)

of TOTAL ELEVATOR SERVICE
(Contractor)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed agreement.
The undersigned certifies that he is not barred from bidding on this agreement as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

Jim Crafton AGENT
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.
Subscribed and Sworn to this 7th day of APRIL, 2021

Christine Ramos
Notary Public

"OFFICIAL SEAL"
Christine Ramos
Notary Public, State of Illinois
My Commission Expires 02/11/24

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

CONFLICT OF INTEREST

Total Elevator Service, LLC hereby certifies that

it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its Municipality's and employees and any official or employee of a Municipality identified herein.

Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Municipalities may disqualify the bid or the affected Municipality may void any award and acceptance that the Municipality has made.

Jim Crafton Agent

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 6th day of April, 2021

"OFFICIAL SEAL"
Christine Ramos
Notary Public, State of Illinois
My Commission Expires 02/11/24

Christine Ramos

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

TAX COMPLIANCE AFFIDAVIT

Jim CRAFTON, being first duly sworn,

deposes and says that he is OFFICER - AGENT
(Partner, Officer, Municipality, Etc.)

of TOTAL ELEVATOR SERVICE LLC
(Contractor)

The individual or entity making the foregoing proposal or bid certifies that he is not barred from contracting with the any of the Municipalities identified herein because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Municipality to recover all amounts paid to the individual or entity under the agreement in civil action

Jim Crafton AGENT
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 10th day of APRIL, 2021

Christine Ramos
Notary Public

"OFFICIAL SEAL"
Christine Ramos
Notary Public, State of Illinois
My Commission Expires 02/11/24

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

SUB-CONTRACTOR INFORMATION

(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: _____ **# Years in Business:** _____

Address: _____ # Years used by Contractor: _____

Services provided by Sub-Contractor: N/A

Name: _____ **# Years in Business:** _____

Address: _____ # Years used by Contractor: _____

Services provided by Sub-Contractor: N/A

Name: _____ **# Years in Business:** _____

Address: _____ # Years used by Contractor: _____

Services provided by Sub-Contractor: N/A

PARTICIPATION AFFIDAVIT

Jim CRAFTON, being first duly sworn,

deposes and says, under penalties as provided in Section -109 of the Illinois Code of Civil Procedures, 735 ILCS 5/1-109, that he is OFFICER - AGENT
(Partner, Officer, Municipality, Etc.)
of Total Elevator Service LLC
(Contractor)

The individual or entity making the foregoing proposal or bid certifies that the Contractor or Subcontractor, respectively, is not barred from being awarded a agreement or subcontract pursuant to 30 ILCS 500/50-10. Additionally, the Contractor or Subcontractor, respectively, certifies he/she is not suspended from doing business with any State, Federal or Local Agency.

Jim Crafton
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 6th day of April, 2021

"OFFICIAL SEAL"
Christine Ramos
Notary Public, State of Illinois
My Commission Expires 02/11/24

Christine Ramos
Notary Public

Failure to complete and return this form will be considered sufficient reason for rejection of the bid.

Finance Department
Fifty Raupp Blvd.
Buffalo Grove, IL 60089-2198
Phone 847-459-2525
Fax 847-459-7906

Elevator Maintenance
ADDENDUM #2

TO: Prospective Bidders and Other Interested Parties

FROM: Village of Buffalo Grove Finance Department

ISSUE DATE: March 30, 2021

SUBJECT: ADDENDUM #2

Note: This Addendum is hereby declared a part of the original proposal documents and in case of conflict, the provisions in the following Addendum shall govern.

The following changes and clarifications shall be made to the Bid Documents for the Elevator Maintenance project. (VoBG-2021-14)

Q1. On the elevator maintenance bid does the bid number include the annual State of Illinois test? The bid package does not mention the testing at all. Or are you getting billed for testing separate?

A1. Please see page 24 of the bid packet under Equipment Testing. As noted, the cost of these tests should be included in the bid price.

PROSPECTIVE BIDDERS ARE TO ACKNOWLEDGE RECEIPT OF ADDENDUM #1. INCLUDE AND NOTE THIS ADDENDUM IN YOUR PROPOSAL.

PROSPECTIVE BIDDER: Total Elevator Service

SIGNED: Jim Crayton AGENT **DATE:** April 1, 2021

Finance Department
Fifty Raupp Blvd.
Buffalo Grove, IL 60089-2198
Phone 847-459-2525
Fax 847-459-7906

Elevator Maintenance
ADDENDUM #1

TO: Prospective Bidders and Other Interested Parties

FROM: Village of Buffalo Grove Finance Department

ISSUE DATE: March 29, 2021

SUBJECT: ADDENDUM #1

Note: This Addendum is hereby declared a part of the original proposal documents and in case of conflict, the provisions in the following Addendum shall govern.

The following changes and clarifications shall be made to the Bid Documents for the Elevator Maintenance project. (VoBG-2021-14)

Q1. Can you specify if the contractor will have to prove their onsite monthly maintenance visits or will a minimum requirement be specified so all bid are estimated equally?

A1. Monthly visits are required by the specifications.

Q2. The Schindler MRL's at 123 W Church are proprietary Schindler Equipment and some parts and boards are not sold to outside contractors or Schindler will require the owner to sign an exclusive agreement with Schindler before it will repair or provide support to the elevator. Is there an exclusion for Schindler parts that are not available to other contractors or if Schindler refuses support to the contractor for this agreement?

A2. Current Elevator Company has not had to buy parts. Current company does monthly checks. If beyond their experience with Schindler we can coordinate with the manufacturer to come out. Also last company had a tech that worked with Schindler before working with current contractor.

PROSPECTIVE BIDDERS ARE TO ACKNOWLEDGE RECEIPT OF ADDENDUM #1. INCLUDE AND NOTE THIS ADDENDUM IN YOUR PROPOSAL.

PROSPECTIVE BIDDER: Total Elevator Service

SIGNED: Jim Crafton **DATE:** April 1, 2021

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/30/2021

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

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

PRODUCER RBN & Associates, Inc. 303 E Wacker Dr Ste 650 Chicago IL 60601	**CONTACT NAME:** Telisa Gibson **PHONE (A/C, No, Ext):** 312-856-9400 **FAX (A/C, No):** 312-856-9425 **E-MAIL ADDRESS:** tgibson@rbninsurance.com
INSURED TOTAELE-01 Total Elevator Service LLC 10064 Clow Creek, Unit E Plainfield IL 60585	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Great American Insurance Co. — 16691 **INSURER B :** Commerce & Industry Insurance — 19410 **INSURER C :** StarNet Insurance Co. — 40045 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1418038640 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y		GLP130327804	11/3/2020	11/3/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 4,000,000 $ 4,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			BE064521954	11/3/2020	11/3/2021	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		BNUWC0147343	11/3/2020	11/3/2021	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Village of Buffalo Grove is listed as additional insured with respect to the General Liability as required by written contract or agreement.

CERTIFICATE HOLDER

Village of Buffalo Grove
50 Raupp
Buffalo Grove IL 60089

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Accounts Payable Department
Phone 847-459-2510
Fax 847-777-6045

AUTHORIZATION FOR ACH DEPOSIT OF VENDOR PAYMENT

Please email a completed & signed form to:
Email: BGFinance@vbg.org or APFinance@vbg.org

Payment Address: 10064 Clow Creek Rd. Plainfield, Illinois 60585
A/R Contact Name: Rachael Davies
Contact Email (for ACH notification): rachael@totalelevator.co

Complete this section for new enrollments or for financial institution or account changes. **Include with this form a canceled check or letter from your financial instituton noting the Account and Routing Number.**

Select one: ☑ New Enrollment ☐ Financial institution or Account Change

Bank Name: Chase Manhattan Bank

Branch (if applicable): Warrenville

City, State Zip: Warrenville, Illinois

Transit/Routing Number: _____

Bank Account Number: _____

Account Type (check one): ☑ Checking Account ☐ Savings Account

I certify that the information above is true and correct, and that I, as a representative for the above named company, hereby authorize the Village of Buffalo Grove Account Payable to electronically deposit payments to the designated bank account. This authority remains in full force until The Village of Buffalo Grove Accounts Payable receives written notification requesting a change or cancellation.

Signature: Patrick Esposito Date: 03/30/2021

Name (printed): Patrick Esposito Title: Owner

HOLD TO LIGHT TO VIEW TRUE WATERMARK IN PAPER - HEAT SENSITIVE RED LOCK DISAPPEARS WHEN HEATED
1769
TOTAL ELEVATOR SERVICE LLC
10064 CLOW CREEK RD
PLAINFIELD, IL 60585
2-1/710
DATE
$
DOLLARS
VOID
CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com
Bid Buffalo Grove Maint
Details on back
Security Features

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Total Elevator Service LLC
10064 Clow Creek Rd
Plainfield, IL 60585

SURETY:
(Name, legal status and principal place of business)
Endurance Assurance Corporation
4 Manhattanville Road
Purchase, NY 10577

OWNER:
(Name, legal status and address)
Village of Buffalo Grove
50 Raupp Blvd
Buffalo Grove, IL 60089

BOND AMOUNT: **Five Percent (5%) of Amount Bid**

PROJECT:
(Name, location or address, and Project number, if any)
Elevator Maintenance
Buffalo Grove, IL

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.

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.

By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

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 **6th** day of **April**, **2021**.

Total Elevator Service LLC

(Principal) (Seal)

(Witness)

Sales Manager / Agent

(Title)

Endurance Assurance Corporation

(Surety) (Seal)

Jarett Berg (Witness)

Rita Jorgenson, Attorney-in-Fact

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ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____ }
County of _____ }

On this _____ day of _____, in the year _____, before me personally comes _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____ }
County of _____ }

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same as the act and deed of the said co-partnership.

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation/LLC)

State of _____ }
County of _____ }

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known, who being duly sworn, deposes and says that he/she resides in the City of _____ that he/she is the _____ of the _____, the corporation described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by like order.

_____
Notary Public

SOMPO INTERNATIONAL
INSURANCE

9760

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Jack Anderson, Ronald Kaihoi, Rita Jorgenson** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-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 so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **Twenty Million Dollars ($20,000,000.00).**

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

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is/are officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public - My Commission Expires 5/9/23

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

   , and be it further

   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 6th day of April, 20 21.

By:
Daniel S. Lane, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA

COUNTY OF CHIPPEWA

On this 6th day of April , 2021 , before me, a Notary Public within and for said County, personally appeared **Rita Jorgenson** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **Endurance Assurance Corporation** , the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Rita Jorgenson** acknowledged said instrument to be the free act and deed of said corporation.

Rebecca J Risa

NOTARY PUBLIC
My Commission Expires 1/31/2025

REBECCA J. RISA
Notary Public-Minnesota
My Commission Expires Jan 31, 2025

Bid Bond Result Form

Principal: Total Elevator Service LLC

10064 Clow Creek Rd
Plainfield IL 60585

You have received a bid bond for the project described below. The Surety Company needs the results of this bid before issuance of further bonds. If you do not know the result, other than your own bid amount, please indicate this when returning it. Thank you for your cooperation.

Reference #: 70926

Bond Number: _____ **Estimate:** $29,000.00

Obligee: Village of Buffalo Grove

Description:
Elevator Maintenance

Please fill in firm name and their bid price (also, check off the winning bid)

_____ Lowest Bidder _____ $ _____

_____ 2nd Lowest Bidder _____ $ _____

_____ 3rd Lowest Bidder _____ $ _____

IF YOUR BID IS NOT LISTED ABOVE, WHAT WAS YOUR PRICE $ _____

COMMENTS: _____

Dated: _____ By: _____ Title: _____

Please return this form either via email or fax to:

goldleaf@goldleafsurety.com
(320) 269-6287

Village of Buffalo Grove
Finance Department

Elevator Maintenance 2021

Tabulation

Bid Opening: April 7, 2021

	American Hoist & Manlift 15811 Annico Dr. Homer Glen, IL 60491 joej@ahmelevator.com	Total ElevatorService 10064 Clow Creek Rd Plainfield, IL 60585 jim@totalelevator.com	Mid-American Elevators Co, Inc. 820 N. Wolcott Ave. Chicago, IL 60622 veronica@mid-americanelevator.com
Bid Bond:	Yes Check	Yes	Yes Check
Signed Bid Form:	Yes	Yes	Yes
Signed Public Contract Statements:	Yes	Yes	Yes
Signed Addendum 1-2	Yes	Yes	No
Contract Modifications Requested	No	No	No
Annual Maintenance			
A. Buffalo Grove	$7,728.00	$8,016.00	$13,200.00
C. Winnetka	$1,932.00	$2,004.00	$3,300.00
D. Libertyville	$20,358.00	$18,636.00	$29,700.00
Labor - Mechanic			
Business Hours	$183.00	$200.00	$302.00
After Hours	$252.65	$250.00	$468.00
Weekend Hours	$282.25	$300.00	$501.00
Federal Holiday	$282.25	$300.00	$501.00
Labor - Assistant			
Business Hours	$163.00	$175.00	$245.00
After Hours	$232.65	$200.00	$386.00
Weekend Hours	$282.25	$200.00	$386.00
Federal Holiday	$282.25	$200.00	$386.00
Material Markup	10%	10%	10%
ANNUAL MAINTENANCE COST	**$30,018.00**	**$28,656.00**	**$46,200.00**

AGREEMENT BETWEEN THE VILLAGE OF LIBERTYVILLE AND TOTAL ELEVATOR SERVICE FOR ANNUAL ELEVATOR MAINTENANCE

THIS AGREEMENT is entered into this 1st day of May, 2021, between the Village of Libertyville, 118 W. Cook Avenue, Libertyville, IL 60048 (hereinafter referred to as the "Village"), and Total Elevator Service (hereinafter referred to as the "Consultant").

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

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

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

A. The Scope of Services, Fee Schedule and Project Schedule attached hereto as Exhibit A.

B. Certificates of Insurance and related endorsements, attached hereto as Exhibit B.

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

SECTION 1: RECITALS

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

SECTION 2: SERVICES / SCOPE OF WORK

A. The Consultant agrees to perform Elevator Maintenance services in accordance with the Scope of Services and Fee Schedule set forth in Exhibit A (hereinafter referred to as the "Services").

B. Consultant represents that all employees utilized by Consultant are fully qualified, trained (and where appropriate) licensed to perform the Services.

C. Consultant warrants it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this

contract. For breach or violation of this warranty the Village shall have the right without liability to declare this Agreement null and void.

D. All plans and other documents furnished by the Consultant pursuant to this Agreement will be endorsed by a professional engineer and will show a professional seal where such is required by law, if applicable.

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

SECTION 3: PAYMENT FOR SERVICES

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

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

The Total Cost of all of the Services to be performed pursuant to this Agreement, including direct payroll, overhead, payroll burden professional fee and direct costs shall not exceed: **$18,636.00** in accordance with **Exhibit A**, unless the upper limit is modified based on an amendment to this agreement.

SECTION 4: TERM AND TERMINATION

A. The Services shall commence upon the execution of this Agreement and proceed continuously and expeditiously until completed. **The Services shall extend until April 30, 2022**, unless otherwise agreed to by the parties, in writing.

B. The Village may terminate this Agreement by written notice of default to the Consultant if (a) the Consultant fails to perform the Services within the time specified in Exhibit A, or (b) fails to make progress as required by this Agreement, or (c) fails to provide or maintain in full force and effect, the liability and indemnity coverages or performance bond as is required by this Agreement. Upon termination the Consultant shall cause to be delivered to the Village all drawings, specifications, partial and completed estimates and other data, with the understanding that all such material becomes the property of the Village. If the

Village terminates the agreement as a result of the Consultant's nonperformance or other default, then the Village is entitled to receive and the Consultant shall pay to the Village all damages provide by law and the consultant shall not be entitled to any payment whatsoever.

C. If the Village terminates the agreement, the Village may procure services similar to those so terminated, and the Consultant shall be liable to the Village for any excess costs for similar supplies and services, unless the Consultant provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Consultant.

SECTION 5: INSURANCE

The Consultant shall have in place at all times that this Agreement is in effect, Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois. The Consultant shall, at the Consultant's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the types and limits shown below. The required certificates of insurance and endorsements shall be attached as Exhibit B and shall be furnished to the Village before starting work or within ten (10) days after the execution of this agreement.

A. Insurance Services Office Commercial General Liability

1. *Minimum Limits and form*:
   - $1,000,000 combined single limit per occurrence for bodily injury and property damage.
   - $1,000,000 per occurrence for personal injury.
   - $2,000,000 general aggregate, minimum; or a project/contract specific aggregate of $1,000,000.
   - Shall be provided on an occurrence policy form.

2. *Additional Insured Endorsement*: The Village, its officials, agents, employees and volunteers are to be covered as additional insureds, on a form at least as broad as the endorsement ISO Additional Insured Endorsement CG 2010, CG 2026, or if requested by the Village, CG2037 - Completed Operations, as respects: liability arising out of the Consultant's work, including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees, and volunteers.

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

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

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

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

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

1. *Minimum Limits*: The contractor shall maintain limits no less than the following, $1,000,000 combined single limit per accident for bodily injury and property damage.
2. This insurance must include non-owned, hired, or rented vehicles, as well as owned vehicles.

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

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

1. *Minimum Limits*: The Consultant shall maintain limits no less than the following, $1,000,000 each claim with respect to negligent acts, errors, and omissions in connection with professional services to be provided under the Agreement, with a deductible not-to-exceed $50,000 without prior written approval.
2. *General Provision*: If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the Agreement. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase supplemental insurance extending reporting period coverage for a period of not less than three (3) years.
3. Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:

a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs, or specifications; and
b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

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

A. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village.

B. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the member, its officials, agents, employees and volunteer; or the Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

C. The specifications may require higher limits or additional types of insurance coverages than shown above and the Consultant WILL be required to furnish a certificate of insurance, copy of additional insured endorsement or other proof of insurance coverages.

D. The Consultant shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insureds (Exhibit B), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village and are to be received and approved by the Village before any work commences. The Village reserves the right to request fully certified copies of the insurance policies and endorsements.

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

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

SECTION 6: INDEMNIFICATION

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

A. Consultant's negligent performance of services including but not limited to omissions of service under this Agreement; and

B. Claims, suits or actions of every kind and description when such suits or actions are caused by the fault, willful acts, negligent acts, errors or omissions of the Consultant, its employees, or sub-consultants; or

C. Injury or damages received or sustained by any party because of the fault, willful acts, negligent acts, errors or omissions of the Consultant, its employees, or subcontractors.

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

SECTION 7: COMPLIANCE WITH LAWS

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

A. Equal Employment Opportunity - During the performance of the Agreement and/or supplying of materials, equipment and supplies, the contractor must be in full compliance with all provisions of the Acts of the General Assembly of the State of Illinois relating to employment, including equal employment opportunity requirements.

B. Prevailing Wages - If applicable, all laborers, workers, and mechanics shall be paid no less than the current prevailing wages for the construction trades, as established by the Illinois Department of Labor and included in these provisions.

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

SECTION 8: SAFETY AND LOSS PREVENTION

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

SECTION 9: NOTICE

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

To the Village:
Village of Libertyville
118 W. Cook Avenue
Libertyville, IL 60048
Attention: Dan Juarez, Facilities Manager
e-mail: djuarez@libertyville.com

To the Consultant:
Total Elevator Service
10064 Clow Creek Rd.
Plainfield, IL 60585
Jim Crafton
Email: jim@totalelevator.com

Or to such other parties or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 10: MODIFICATION AND AMENDNMENTS

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

SECTION 11: STANDARDS

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

B. The Consultant shall be responsible for the accuracy of its professional services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The Village's acceptance of any of the Consultant's professional services shall not relieve the Consultant of its responsibility to subsequently correct any such errors or omissions.

C. The Consultant shall respond to the Village's notice of any errors and/or omissions within 24 hours. The Consultant shall be required to visit the Services site if directed by the Village.

D. The Consultant shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

SECTON 12: DRAWINGS AND DOCUMENTS

A. Any drawings, survey data, reports, studies, specifications, estimates, maps, computations, and other documents required to be prepared by the Consultant for the Services shall be the property of the Village. Subject to the disclosure requirements of the Illinois Freedom of Information Act, any drawings and other documents prepared by the Consultant for the Services shall not be used on other project without the prior written approval of the Consultant.

B. The Consultant and its subcontractors or sub-consultant shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and the Consultant agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this subsection shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under the Agreement, for which adequate books, records and supporting documentation are not available to support their purported disbursement.

SECTION 13: SUCCESSORS AND ASSIGNS

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

SECTION 14: FORCE MAJEURE

Neither the Village nor the Consultant shall be liable for any delay or failure in performance of any part of this Agreement if due to a cause beyond its control and without its fault or negligence including, without limitation: (1) acts of nature; (2) acts or failure to act on the part of any governmental authority other than the Village or Consultant, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this

Agreement; (3) acts or war; (4) acts of civil or military authority; (5) embargoes; (6) work stoppages, strikes, lockouts, or labor disputes; (7) public disorders, civil violence or disobedience; (8) riots, blockages, sabotage, insurrection or rebellion; (9) epidemics; (10) terrorist acts; (11) fires or explosions; (12) nuclear accidents; (13) earthquakes, floods, hurricanes, tornadoes, or other similar calamities; (14) major environmental disturbances; or (15) vandalism.

SECTION 15: CAPTIONS AND HEADINGS

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

SECTION 16: GOVERNING LAW

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

SECTION 17: ENTIRE AGREEMENT

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

SECTION 18: SEVERABILITY

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

SECTION 19: AUTHORITY TO EXECUTE

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

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

VILLAGE OF LIBERTYVILLE:		**TOTAL ELEVATOR SERVICE:**	
By:	_____	By:	_____
Printed Name:	_____	Printed Name:	_____
Title	_____	Title	_____
Date	_____	Date	_____

EXHIBIT A

CONSULTANT'S SCOPE OF SERVICES, FEE AND PROJECT SCHEDULE

EXHIBIT B
CERTIFICATE OF INSURANCE

Agenda Item No. 3H

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	April 27, 2021
Agenda Item:	Consideration of an Ordinance Amending Section 26-5-4.3 of the Libertyville Zoning Code Regarding Special Uses in the C-3 Zoning District - Wynkoop Holdings LLC, Applicant
Staff Recommendation:	Approve Ordinance
Staff Contact:	John P. Spoden, Director of Community Development

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Background: The attached ordinance would amend Section 26-5.4.3 of the Libertyville Zoning Code regarding Special Uses in the C-3 Zoning District. The Village Board approved this request at their April 13, 2021 meeting with the understanding that an ordinance would be drafted for the Village Board to approve at their April 27, 2021 meeting.

Staff recommends the Village Board approve the attached ordinance.

VILLAGE OF LIBERTYVILLE

ORDINANCE 21-O-__

AN ORDINANCE AMENDING SECTION 26-5-4.3
OF THE LIBERTYVILLE ZONING CODE
REGARDING SPECIAL USES IN THE C-3 ZONING DISTRICT

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 AMENDING SECTION 26-5-4.3
OF THE LIBERTYVILLE ZONING CODE
REGARDING SPECIAL USES IN THE C-3 ZONING DISTRICT

WHEREAS, Section 26-5-4 of the Libertyville Zoning Code, as amended (***"Zoning Code"***), establishes certain zoning requirements concerning the Village's C-3 General Commercial District ("***C-3 District***"); and

WHEREAS, Section 26-5-4.3 of the Zoning Code specifically identifies certain uses that are allowed in the C-3 District only upon issuance of a special use permit ("***Special Uses***"); and

WHEREAS, Wynkoop Holdings, LLC ("***Applicant***"), the tenant of property within the C-3 District, filed an application with the Village for an amendment to Section 26-5-4.3 of the Zoning Code to allow "All Other Amusement and Recreation Industries (713990), but limited to Axe Throwing Lounges" as a Special Use in the C-3 District (***"Proposed Text Amendment"***); and

WHEREAS, a public hearing of Plan Commission of the Village to consider approval of the Proposed Text Amendment was duly advertised in the *Daily Herald* on February 25, 2021, and held on March 15, 2021; and

WHEREAS, on March 15, 2021, the Plan Commission voted to recommend approval of the Proposed Text Amendment; and

WHEREAS, the Village President and Board of Trustees have determined that the Proposed Text Amendment meets the required standards for text amendments 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 amend the Zoning Code as set forth in this Ordinance;

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

SECTION 1: RECITALS. The 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: SPECIAL PERMIT USES IN THE C-3 DISTRICT. Section 26-5-4.3, titled "Special Permit Uses," of Section 26-5-4, titled "C-3 General Commercial District," of Part B, titled "District Requirements," of Article 5, titled "Commercial Districts," of the Zoning Code is hereby amended to read as follows:

"26-5-4.3. *Special Permit Uses.* Except as specifically limited herein and in Section 26-5-4.4, the following uses may be permitted in the C-3 General Commercial Districts subject to the issuance of a special use permit pursuant to subsection 26-16-9, but only when conducted entirely within an enclosed building, unless otherwise specified:

* * *

(p) All other amusement and recreation industries (*713990*), but limited to axe throwing lounges."

SECTION 3: PUBLICATION. The Village Clerk is hereby directed to publish this Ordinance in pamphlet form pursuant to the Statutes of the State of Illinois.

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED this ___ day of _____, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this ___ day of _____, 2021.

_____
Terry L. Weppler, Village President

ATTEST:

_____
Sally A. Kowal, Village Clerk

Agenda Item No. 3I

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	April 27, 2021
Agenda Item:	Consideration of an Ordinance Approving a Special Use Permit for an Axe Throwing Lounge (216 West Peterson Road) - Wynkoop Holdings LLC, Applicant
Staff Recommendation:	Approve Ordinance
Staff Contact:	John P. Spoden, Director of Community Development

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Background: The attached ordinance would approve a Special Use Permit for an Axe Throwing Lounge at 216 West Peterson Road. The Village Board approved this request at their April 13, 2021 meeting with the understanding that an ordinance would be drafted for the Village Board to approve at their April 27, 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 A SPECIAL USE PERMIT
FOR AN AXE THROWING LOUNGE
(216 West Peterson Road)

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 A SPECIAL USE PERMIT
FOR AN AXE THROWING LOUNGE
(216 West Peterson Road)

WHEREAS, Wynkoop Holdings, L.L.C. (***"Applicant"***) is the tenant of an approximately 4,400-square-foot space ("***Premises***") located on that parcel of real property owned by Wynkoop Holdings, L.L.C. ("***Owner***"), located at 216 West Peterson Road, Libertyville, Illinois, and legally described in **Exhibit A** attached to and made a part of this Ordinance (***"Property"***); and

WHEREAS, the Property is located in the C-3 General Commercial District of the Village (***"C-3 District"***) and is currently improved with a one-story retail shopping center; and

WHEREAS, the Applicant desires to operate an axe throwing lounge within the Premises on the Property (***"Proposed Use"***); and

WHEREAS, pursuant to Section 26-5-4.3 of the Libertyville Zoning Code, as amended (***"Zoning Code"***), the Premises may only be used for the Proposed Use upon issuance by the Village Board of Trustees of a special use permit therefor; and

WHEREAS, pursuant to Part D of Article 16 of the Zoning Code, the Applicant, with the consent of the Owner, has filed an application for approval of a special use permit to allow the Proposed Use within the Premises on the Property (***"Requested Special Use Permit"***); and

WHEREAS, a public hearing of the Plan Commission of the Village to consider approval of the Requested Special Use Permit was duly advertised in the *Daily Herald* on February 25, 2021, and held on March 15, 2021; and

WHEREAS, on March 15, 2021, the Plan Commission made findings and recommendations in support of the Requested Special Use Permit, subject to specified conditions; and

WHEREAS, the President and Board of Trustees have determined that the Requested Special Use Permit meets the required standards for special use permits as set forth in Part D of 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 Special Use Permit, 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 SPECIAL USE PERMIT. In accordance with, and pursuant to, Part D of 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 hereby approve the Requested Special Use Permit for the Premises on the Property.

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 of a special use permit for the Proposed Use of the Premises on the Property granted pursuant to Section Two of this Ordinance is hereby expressly subject to, and contingent upon, the Applicant's 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 Use and of the Premises on 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. Hours of Operation. The Applicant may operate the Proposed Use only during the following hours on the following days: Monday through Thursday 4:00 p.m. until 9:00 p.m., Friday 3:00 p.m. to 11:00 p.m., and Saturday 11:00 a.m. to 11:00 p.m.

C. Screening. The Applicant agrees to plant trees in conformity with the Landscape Plan approved for the property by Pugsley & LaHaie Ltd. dated 02/08/2004 along the rear property line of the Premises in lieu of a fence for purposes of screening adjoining residential properties.

D. Refuse Disposal. The exterior dumpsters serving the Property may not be used or accessed before 7:00 a.m. or after 9:00 p.m. on any day.

E. Use of Property Limited. The Proposed Use may only be operated indoors within the Premises on the Property.

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

SECTION FOUR: FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Applicant or 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 President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the President and Board of Trustees may not so revoke the approval granted in Section Two of this Ordinance unless they first provide the Applicant and 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 President and Board of Trustees. In the event of revocation, the use of the Premises on the Property will be governed solely by 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 Manager and the Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION FIVE: AMENDMENTS. Any amendments to the approval granted in Section 2 of this Ordinance that may be requested by the Applicant or 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 SIX: 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 Applicant, the Owner, and their respective heirs, representatives, successors, and assigns.

SECTION SEVEN: EFFECTIVE DATE.

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

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

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

3. The filing by the Applicant and the Owner with the Village Clerk of an Unconditional Agreement and Consent, in the form of Exhibit B 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; and

B. In the event the Applicant and the Owner do not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 7.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

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 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 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

EXHIBIT B

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Wynkoop Holdings, L.L.C. (***"Applicant"***) is the tenant of an approximately 4,400-square-foot space ("***Premises***") located on that parcel of real property owned by Wynkoop Holdings, L.L.C. ("***Owner***"), located at 216 West Peterson Road, Libertyville, Illinois ("***Property***"); and

WHEREAS, Ordinance No. 21-O-_____ adopted by the President and Board of Trustees on _____, 2021, grants a special use permit to Applicant in connection with the operation of an axe throwing lounge within the Premises on the Property ("***Ordinance***"); and

WHEREAS, Section 7 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicant and Owner have filed, within 30 days following the passage of the Ordinance, their unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

NOW, THEREFORE, the Applicant and Owner do hereby agree and covenant as follows:

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

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

3. The Applicant and the Owner acknowledge 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 special use permit 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 Applicant against damage or injury of any kind and at any time.

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

[SIGNATURE PAGE FOLLOWS]

Dated: _____, 2021

ATTEST: **WYNKOOP HOLDINGS, L.L.C.**

By: _____ By: _____

Its: _____ Its: _____

ATTEST: **[OWNER]**

By: _____ By: _____

Its: _____ Its: _____

Agenda Item No. 3J

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 27, 2021

Agenda Item: Consideration of an Ordinance Rezoning 232 Fourth Street from the O-1 Professional Services Office District to the R-7 Single Family Attached Residential District - 4th Street Broadway LLC, Applicant

Staff Recommendation: Approve Ordinance

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

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Background: The attached ordinance would rezone the property at 232 Fourth Street from the O-1 Professional Services Office District to the R-7 Single Family Attached Residential District. The Village Board approved this request at their April 13, 2021 meeting with the understanding that an ordinance would be drafted for the Village Board to approve at their April 27, 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 REZONING 232 FOURTH STREET
FROM THE O-1 PROFESSIONAL SERVICES OFFICE DISTRICT
TO THE R-7 SINGLE-FAMILY ATTACHED RESIDENTIAL DISTRICT

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 REZONING 232 FOURTH STREET
FROM THE O-1 PROFESSIONAL SERVICES OFFICE DISTRICT
TO THE R-7 SINGLE-FAMILY ATTACHED RESIDENTIAL DISTRICT

WHEREAS, 4th Street Broadway LLC (***"Owner"***) is the owner of the parcel of real property located at 232 Fourth Street, Libertyville, Illinois, and legally described in **Exhibit A** attached to and made a part of this Ordinance (***"Property"***); and

WHEREAS, the Property is currently located in the O-1 Professional Services Office Zoning District of the Village (***"O-1 District"***) and improved with a one-story office building; and

WHEREAS, the Owner desires to demolish the existing office building and construct two townhome buildings, together containing a total of seven dwelling units (***"Proposed Development"***); and

WHEREAS, pursuant to Section 26-6-2 of the Libertyville Zoning Code, as amended (***"Zoning Code"***), single-family attached dwelling units are not allowed as a permitted or special use in the O-1 District; and

WHEREAS, in order to construct the Proposed Development, the Owner has filed an application to rezone the Property (***"Proposed Rezoning"***) from the O-1 District to the R-7 Single-Family Attached Residential Zoning District of the Village (***"R-7 District"***); and

WHEREAS, a public hearing of Plan Commission of the Village to consider approval of the Proposed Rezoning was duly advertised in the *Daily Herald* on January 8, 2021, opened on January 25, 2021, and concluded on March 15, 2021; and

WHEREAS, on March 15, 2021, the Plan Commission made findings and recommendations in support of the Proposed Rezoning; and

WHEREAS, the Village President and Board of Trustees have determined that the Proposed Rezoning meets the required standards for map amendments 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 Proposed Rezoning, subject to the 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 ZONING MAP AMENDMENT. The Zoning Map of the Village of Libertyville, Illinois is hereby amended to rezone the Property from the O-1 District to the R-7 District, in accordance with, and pursuant to, Article 16 of the Zoning Code.

SECTION THREE: EFFECTIVE DATE. This Ordinance will be effective from and after its passage, approval, and publication in the manner provided by law.

[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

LOTS 7, 8, 9, AND 10 (EXCEPT THE SOUTH 43 FEET OF SAID LOTS 9 AND 10) 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 14, 1893 AS DOCUMENT NO. 55584, IN BOOK "C" OF PLATS, PAGES 66 AND 67, IN LAKE COUNTY, ILLINOIS.

Address: 232 Fourth Street, Libertyville, Illinois
PIN: 11-16-418-006, 11-16-418-008, 11-16-418-009

Agenda Item No. 3K

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	April 27, 2021
Agenda Item:	Consideration of an Ordinance Amending Articles 4 and 16 of the Libertyville Zoning Code Regarding the Minimum Lot Area for Planned Developments - 4th Street Broadway LLC, Applicant
Staff Recommendation:	Approve Ordinance
Staff Contact:	John P. Spoden, Director of Community Development

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Background: The attached ordinance would amend Articles 4 and 16 of the Libertyville Zoning Code regarding the Minimum Lot Area for Planned Developments. The Village Board approved this request at their April 13, 2021 meeting with the understanding that an ordinance would be drafted for the Village Board to approve at their April 27, 2021 meeting.

Staff recommends the Village Board approve the attached ordinance.

VILLAGE OF LIBERTYVILLE

ORDINANCE 21-O-__

AN ORDINANCE AMENDING ARTICLES 4 AND 16
OF THE LIBERTYVILLE ZONING CODE
REGARDING THE MINIMUM LOT AREA FOR PLANNED DEVELOPMENTS

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 AMENDING ARTICLES 4 AND 16
OF THE LIBERTYVILLE ZONING CODE
REGARDING THE MINIMUM LOT AREA FOR PLANNED DEVELOPMENTS

WHEREAS, Table 4-1 of Article 4 and Table 16-1 of Article 16 of the Libertyville Zoning Code, as amended (***"Zoning Code"***), provide that a minimum lot area of 36,000 square feet is required for planned developments in the R-7 Single-Family Attached Residential Zoning District of the Village (***"R-7 District"***) and the R-8 Multiple Family Residential District of the Village (***"R-8 District"***); and

WHEREAS, 4th Street Broadway LLC (***"Owner"***) is the owner of the approximately 22,932-square foot parcel of real property located at 232 Fourth Street, Libertyville, Illinois (***"Property"***); and

WHEREAS, the Owner desires to construct two townhome buildings, with a total of seven dwelling units, on the Property (***"Proposed Development"***); and

WHEREAS, on _____, 2021, the Village President and Village Board of Trustees adopted Ordinance No. 21-O-___, approving the rezoning of the Property from the O-1 Professional Services Office Zoning District of the Village (***"O-1 District"***) to the R-7 District; and

WHEREAS, in order to construct the Proposed Development, the Owner filed an application with the Village for a text amendment to Table 4-1 of Article 4 and Table 16-1 of Article 16 of the Zoning Code to reduce the minimum required lot area for planned developments in the R-7 District and R-8 District from 36,000 square feet to 20,000 square feet (collectively, the ***"Proposed Text Amendments"***); and

WHEREAS, a public hearing of the Plan Commission of the Village to consider approval of the Proposed Text Amendments was duly advertised in the *Daily Herald* on January 8, 2021, opened on January 25, 2021, and concluded on March 15, 2021; and

WHEREAS, on March 15, 2021, the Plan Commission issued its recommendation to the Village Board of Trustees concerning the Proposed Text Amendments; and

WHEREAS, the Village President and Board of Trustees have determined that the Proposed Text Amendments meet the required standards for text amendments 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 amend the Zoning Code as set forth in this Ordinance;

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

SECTION 1: Recitals. The 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: Residential Districts, Bulk, Space, and Yard Requirements. Table 4-1, titled "Residential Districts, Bulk, Space, and Yard Requirements," of Article 4, titled "Residential Districts," of the Zoning Code is hereby amended to read as follows:

"PART C – TABLE 4.1 RESIDENTIAL DISTRICTS, BULK, SPACE, AND YARD REQUIREMENTS

	R-1	R-2	R-3	R-4	R-5	R-6	R-7	R-8
		*	*		*			
Minimum Lot Area Planned Development (square feet)	400,000	200,000	100,000	75,000	50,000	37,500	~~36,000~~ **20,000**	~~36,000~~ **20,000**
		*	*		*"			

SECTION 3: Residential Districts, Bulk, Space, and Yard Requirements. Table 16-1, titled "Planned Development, Minimum Lot Area Requirements," of Article 16, titled "Zoning Applications, Hearings, and Approvals," of the Zoning Code is hereby amended to read as follows:

"TABLE 16-1 PLANNED DEVELOPMENTS
Minimum Lot Area Requirements

Residential Districts	R-1	R-2	R-3	R-4	R-5	R-6	R-7	R-8
Minimum Lot Area (square feet)	400,000	200,000	100,000	75,000	50,000	37,500	~~36,000~~ **20,000**	~~36,000~~ **20,000**

SECTION 4: Publication. The Village Clerk is hereby directed to publish this Ordinance in pamphlet form pursuant to the Statutes of the State of Illinois.

SECTION 5: Effective Date. This Ordinance will be in full force from and after its passage and approval in the manner provided by law.

[SIGNATURES ON FOLLOWING PAGE]

Additions are bold and double-underlined; ~~deletions are struck through.~~

PASSED this ___ day of _____, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this ___ day of _____, 2021.

_____
Terry L. Weppler, Village President

ATTEST:

_____
Sally A. Kowal, Village Clerk

Agenda Item No. 3L

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 27, 2021

Agenda Item: Consideration of an Ordinance Approving a Development Concept Plan and Special Use Permit for a Planned Development (232 Fourth Street) - 4th Street Broadway LLC, Applicant

Staff Recommendation: Approve Ordinance

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

---

Background: The attached ordinance would approve a Development Concept Plan and Special Use Permit for a Planned Development at 232 Fourth Street. The Village Board approved this request at their April 13, 2021 meeting with the understanding that an ordinance would be drafted for the Village Board to approve at their April 27, 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 A DEVELOPMENT CONCEPT PLAN
AND SPECIAL USE PERMIT FOR A PLANNED DEVELOPMENT
(232 Fourth Street)

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 A DEVELOPMENT CONCEPT PLAN AND SPECIAL USE PERMIT FOR A PLANNED DEVELOPMENT
(232 Fourth Street)

WHEREAS, 4th Street Broadway LLC (***"Owner"***) is the owner of the 22,932-square-foot parcel of real property located at 232 Fourth Street, Libertyville, Illinois (***"Property"***), and legally described in **Exhibit A** attached to and made a part of this Ordinance; and

WHEREAS, the Property is located in the R-7 Single-Family Attached Residential District of the Village (***"R-7 District"***), and is currently improved with a one-story office building; and

WHEREAS, the Owner desires to demolish the existing office building and construct one three-unit townhome building, one four-unit townhome building, 13 indoor parking spaces, and seven outdoor parking spaces on the Property (collectively, the ***"Proposed Development"***); and

WHEREAS, the Owner proposes that one of the seven townhome units will be an attainable unit (***"Attainable Unit"***) consistent with the draft Attainable Housing Ordinance currently being considered by the Village; and

WHEREAS, pursuant to Section 26-4-8.5(b) of the Libertyville Zoning Code, as amended (***"Zoning Code"***), the minimum lot area lot required per single-family attached dwelling unit is 3,600 square feet, therefore a maximum of six townhome units are allowed on the Property; and

WHEREAS, pursuant to Section 26-16-8 and Part E of Article 16 of the Zoning Code, the Owner must obtain a special use permit for a planned development in order to allow the increase in density from six to seven townhome units; and

WHEREAS, pursuant to Part E of Article 16 of the Zoning Code, the Owner has filed an application with the Village for approval of: (i) a development concept plan for a planned development; (ii) a special use permit for planned development; and (iii) certain deviations from

the Zoning Code within the planned development (collectively, the ***"Requested Approvals"***); and

WHEREAS, a public hearing of the Plan Commission of the Village to consider approval of the Requested Approvals was duly advertised in the *Daily Herald* on January 8, 2021, opened on January 25, 2021, and concluded on March 15, 2021; and

WHEREAS, on March 15, 2021, the Plan Commission made findings and recommendations in support of the Requested Approvals, subject to specified conditions; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to grant the Requested Approvals, 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 DEVELOPMENT CONCEPT PLAN. In accordance with, and pursuant to, Part E of Article 16 of the Zoning Code, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Seven of this Ordinance, the President and Board of Trustees hereby approve the Development Concept Plan for the Property, consisting of the following documents (collectively, the ***"Development Concept Plan"***):

A. The Site Plan, consisting of one sheet and prepared by Linden Group, Inc., with a latest revision date of February 16, 2021, a copy of which is attached to this Ordinance as **Exhibit B** (***"Site Plan"***);

B. The Building Elevations, consisting of two sheets and prepared by Linden Group, Inc. with a latest revision date of January 6, 2021, a copy of which is attached to this Ordinance as **Exhibit C**;

C. The Floor Plans, consisting of four sheets and prepared by Linden Group, Inc., with a latest revision date of February 16, 2021, a copy of which is attached to this Ordinance as **Exhibit D**;

D. The Preliminary Engineering Plan, consisting of one sheet and prepared by RWG Engineering, LLC, with a latest revision date of February 4, 2021, a copy of which is attached to this Ordinance as **Exhibit E**;

E. The Landscape Plan, consisting of one sheet and prepared by Metz & Company, with a latest revision date of February 17, 2021, a copy of which is attached to this Ordinance as **Exhibit F**;

F. The Tree Preservation Plan, consisting of one sheet and prepared by Metz & Company, with a latest revision date of February 17, 2021, a copy of which is attached to this Ordinance s **Exhibit G**;

G. The Auto Turn Exhibits, consisting of eight sheets and prepared by Gewalt Hamilton Associates, Inc., dated February 19, 2021, a copy of which is attached to this Ordinance as **Exhibit H**;

H. The Comparable Photos Exhibit, consisting of one sheet and prepared by Linden Group Inc., with a latest revision date of December 10, 2020, a copy of which is attached to this Ordinance as **Exhibit I**;

I. The Proposed Materials Exhibit, consisting of one undated sheet and prepared by Linden Group, Inc., a copy of which is attached to this Ordinance as **Exhibit J**; and

J. The Light Fixture Sheet, consisting of one undated sheet and prepared by Gibbes Street, a copy of which is attached to this Ordinance as **Exhibit K**.

SECTION THREE: APPROVAL OF SPECIAL USE PERMIT. In accordance with, and pursuant to, Part E of Article 16 of the Zoning Code, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Seven of this Ordinance, the President and Board of Trustees hereby approve a special use permit for a planned development for the Proposed Development of the Property.

SECTION FOUR: ACKNOWLEDGMENT OF REQUEST FOR ZONING DEVIATIONS. Pursuant to Section 25-16-13.1 of the Zoning Code, the President and Board of Trustees hereby acknowledge that the Owner has requested, and that the Proposed Development contemplates, the following deviations from the Zoning Code:

A. Maximum Permitted Lot Coverage. A deviation from Section 26-5-8.5(e) of the Zoning Code to increase the maximum permitted lot coverage for the Property, from 45 percent to 50.14 percent.

B. Minimum Lot Area. A deviation from Section 26-4-8.5(b) of the Zoning Code to decrease the minimum lot area for single-family attached dwelling units on the Property, from 3,600 square feet to 3,200 square feet, to allow the development of seven single-family attached dwelling units on the Property.

C. Required Setbacks. Deviations from Sections 26-4-8.5(a) and 26-4-8.5(d) of the Zoning Code to:

1. Decrease the required front yard setback for the Property, from 31.65 feet to 30.1 feet, for the townhome building facing Fourth Street and to 26.6 for the standing seam metal roofing overhang facing Fourth Street;

2. Decrease the required corner side yard setback for the Property, from 38 feet to 26 feet, for the townhome building and to 22.5 feet for the standing seam metal roofing overhang; and

3. Decrease the required rear yard setback for the Property, from 33 feet to 25.1 feet.

D. Orientation of Single Family-Attached Units. A deviation from Section 26-4-8.4(h) of the Zoning Code to allow the principal entrance to the structures to be constructed as part of the Proposed Development of the Property to be located on Fourth Street.

At the time of consideration of a final plan for the planned development, the Village Board will consider the requested zoning deviations in accordance with, and pursuant to, Part E of Article 16 of the Zoning Code.

SECTION FIVE: SUBMISSION OF FINAL DEVELOPMENT PLAN.

A. Pursuant to and in accordance with Part E of Article 16 of the Zoning Code, the adoption of this Ordinance authorizes the Owner to submit a final plan for a planned development for the Property (***"Final Plan"***) to the Plan Commission.

B. The Final Plan for the Property must be submitted by the Owner for review and approval by the Village no later than the date that is one year after the effective date of this Ordinance, in accordance with and pursuant to Section 26-16-13.4(e)(2) of the Zoning Code. Pursuant to Section 26-15-1.12 of the Zoning Code, upon the written request of the Owner, the Village Administrator, for good cause, may extend the period for filing the Final Plan. The total period of time granted by such extension or extensions may not exceed two years.

C. Approval of the Final Plan for the Property is and will be expressly subject to and contingent upon the Owner's compliance with each and all of the following conditions:

1. Consulting Engineer Review Memo. At the time of application submittal

for the Final Plan, all review comments listed in the Civiltech Engineering, Inc. Technical Memorandum, dated March 8, 2021, must be addressed with appropriate revisions to the Site Plan and a written response to each comment.

2. Engineering Division Comments. At the time of application submittal for the Final Plan, all Engineering Division review comments listed in the Development Review Committee Staff Report, dated March 9, 2021, must be addressed.

3. Waste Collection. At the time of application submittal for the Final Plan, correspondence from Groot Waste Management Services (***"Groot"***) must been submitted that stipulates Groot's requirements for the location of the waste bins on the Property for trash and recycling collection.

4. Additional Plans. At the time of application submittal for the Final Plan, the following plans must be submitted for Village review and approval:

a. A proposed townhome garage floor plan that complies with the dimensional requirements set forth in Section 26-10.1.5(c)(5)(a) of the Zoning Code.

b. A revised Site Plan that complies with Section 26-10.1.4(d)(6) of the Zoning Code, including regarding the parking lot bordered by a six-inch concrete curb.

c. A final landscape plan showing additional evergreen landscaping along the east-end of the outdoor parking spaces in order to comply with the screening requirements set forth in the Zoning Code.

SECTION SIX: EFFECT OF APPROVALS. Pursuant to Part E of Article 16 of the Zoning Code, the approval of the Development Concept Plan and special use permit for the Property, as set forth in Sections Two and Three of this Ordinance, is not to be deemed or interpreted as authorizing or entitling the development or the improvement of the Property in any

manner whatsoever unless and until the Village Board approves, by ordinance duly adopted, a Final Plan for the Property, pursuant to Section 26-16-13.4(e) of the Zoning Code.

SECTION SEVEN: CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Code, the approval of a Final Plan for the Property and the approvals granted pursuant to Sections Two, Three, and Four of this Ordinance are hereby expressly subject to, and contingent upon, the Owner's compliance with the following condition:

A. Attainable Unit. The Property must be subject to an attainable housing restrictive covenant in a form and substance acceptable to the Village. The attainable housing restrictive covenant must provide for, without limitation, the maintenance of the Attainable Unit for a period of not less than ____ years.

SECTION EIGHT: 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 NINE: EFFECTIVE DATE. This Ordinance will be in full force and effect upon its passage by the Village President and Board of Trustees and its publication in the manner required by law.

[SIGNATURES ON FOLLOWING PAGE]

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

LOTS 7, 8, 9, AND 10 (EXCEPT THE SOUTH 43 FEET OF SAID LOTS 9 AND 10) 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 14, 1893 AS DOCUMENT NO. 55584, IN BOOK "C" OF PLATS, PAGES 66 AND 67, IN LAKE COUNTY, ILLINOIS.

Address: 232 Fourth Street, Libertyville, Illinois
PIN: 11-16-418-006, 11-16-418-008, 11-16-418-009

EXHIBIT B

SITE PLAN

EXHIBIT C

BUILDING ELEVATIONS

EXHIBIT D

FLOOR PLANS

EXHIBIT E

PRELIMINARY ENGINEERING PLAN

EXHIBIT F

LANDSCAPE PLAN

EXHIBIT G

TREE PRESERVATION PLAN

EXHIBIT H

AUTO TURN EXHIBITS

EXHIBIT I

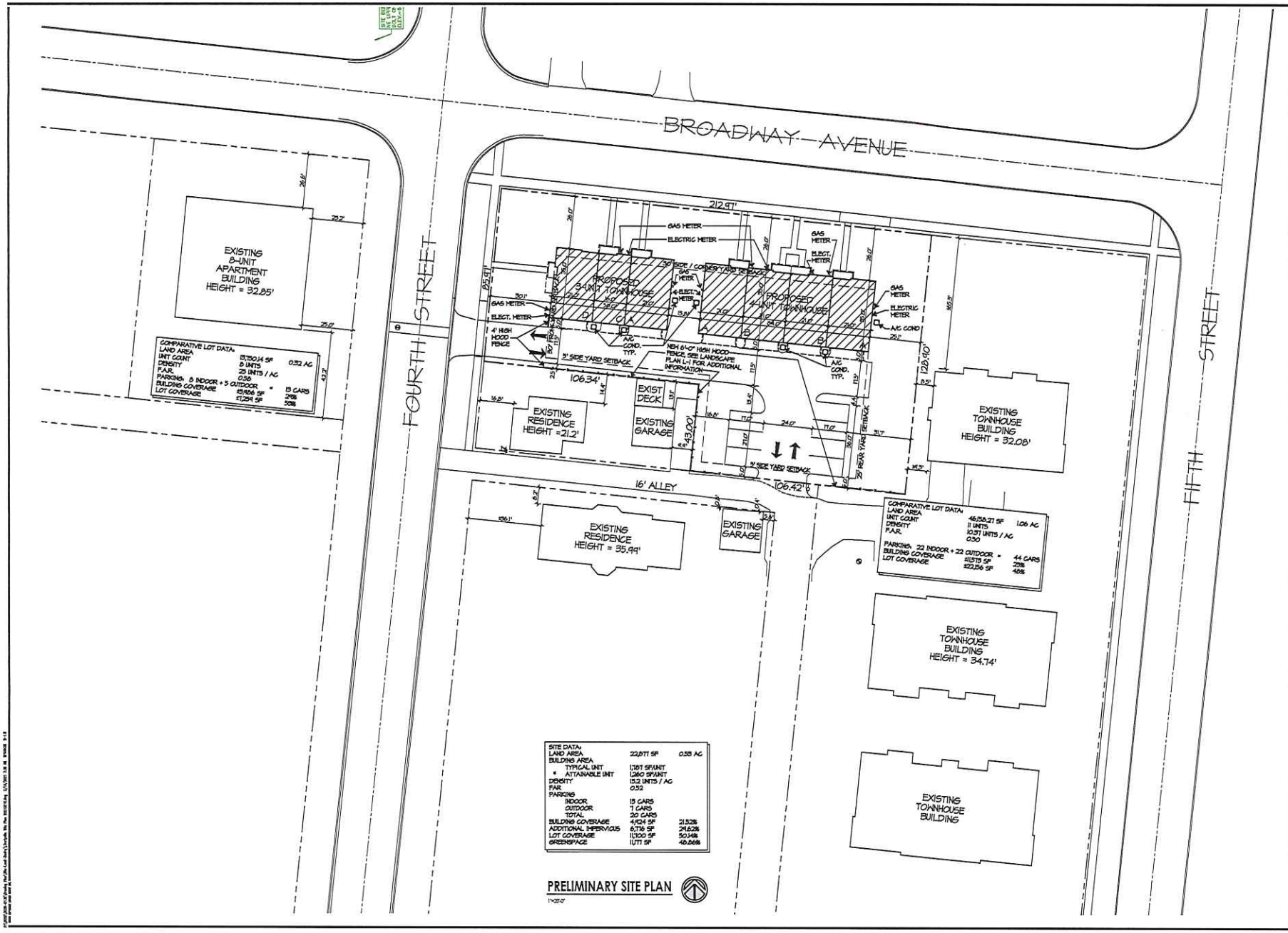
COMPARABLE PHOTOS EXHIBIT

EXHIBIT J

PROPOSED MATERIALS EXHIBIT

EXHIBIT K

LIGHT FIXTURE SHEET



PRELIMINARY SITE PLAN

1"=20'-0"

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10100 ORLAND PARKWAY SUITE 110
ORLAND PARK, ILLINOIS 60467
(708) 799-4400
WWW.LINDENGROUPINC.COM

FOURTH STREET / BROADWAY LLC.

Libertyville, Illinois

DATE	DRAWN	DESCRIPTION
8-5-2020	SF	VILLAGE COMMENTS / COORDINATION
10-30-2020	SF	VILLAGE COMMENTS / COORDINATION
11-13-2020	SF	PRELIM UNIT PLANS AND ELEVATIONS
12-3-2020	SF	CIVIL ENGINEER COMMENTS
12-15-2020	SF	ARCHITECT COMMENTS COORD.
01-06-2021	SF	EVOLVE REVISIONS
03-17-2021	SF	APPEARANCE REVIEW COORDINATION
03-25-2021	SF	PC-ZBA SUBMITTS
04-13-2021	SF	ENGINEERING COORDINATION

2020-0132
PROJECT NUMBER

10-13-2020
DATE

SF
DRAWN BY

FINAL REVIEW

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THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF LINDEN GROUP INC. AND ARE NOT TO BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF LINDEN GROUP INC.

SHEET NAME

S-1.0

SHEET

ELEVATION KEY NOTES

1	ASPHALT SHINGLES
2	4" FIBER CEMENT FREEZE BOARD
3	PREFINISHED ALUM. FLASHING
4	FACE BRICK, VERIFY TYPE & STYLE WITH OWNER
5	PREFINISHED ALUM. GUTTERS & DOWN SPOUTS
6	10" COMPOSITE BAND BOARD
7	HORIZONTAL COMPOSITE LAP SIDING w/ 6" EXP.
8	COMPOSITE TRIM BOARD & PANEL
9	1"x4" AND 1"x6" COMPOSITE TRIM
10	STANDING SEAM METAL ROOFING
11	1"x8" ALUMINUM WRAPPED FASCIA W/1x4 COMPOSITE RAKE TRIM
12	WALL MOUNTED LIGHT FIXTURE
13	22" CUT STONE SILL
14	8" CUT STONE HEADS w/ STONE KEY
15	TYPICAL DOUBLE HUNG VINYL WINDOWS
16	COMPOSITE DECKING AND RAILING
17	8" COMPOSITE CORBELS
18	COMPOSITE SHAKE SIDING
19	1"x6" COMPOSITE CORNER BOARD
20	PREFINISHED INSULATED OVERHEAD DOOR

4-UNIT REAR ELEVATION (PITCHED ROOF)

1/4" = 1'-0"

4-UNIT FRONT ELEVATION (PITCHED ROOF)

1/4" = 1'-0"

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ORLAND PARK, ILLINOIS 60467
(708) 799-4400
WWW.LINDENGROUPINC.COM

FOURTH STREET / BROADWAY LLC.

Libertyville, Illinois

DATE	DRAWN	DESCRIPTION
9/16/2020	SF	VILLAGE COMMENTS / COORDINATION
10/5/2020	SF	VILLAGE COMMENTS / COORDINATION
11/1/2020	SF	PITCHED UNIT PLANS AND ELEVATIONS

2020-0132
PROJECT NUMBER

10-13-2020
DATE

SF
DRAWN BY

FINAL REVIEW

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4-UNIT PITCHED ROOF

SHEET NAME

A-4.0

SHEET

UNIT D SIDE ELEVATION (PITCHED ROOF)

1/4" = 1'-0"

3-UNIT REAR ELEVATION (PITCHED ROOF)

1/4" = 1'-0"

UNIT A SIDE ELEVATION (PITCHED ROOF)

1/4" = 1'-0"

3-UNIT FRONT ELEVATION (PITCHED ROOF)

1/4" = 1'-0"

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FOURTH STREET / BROADWAY LLC.

Libertyville, Illinois

DATE	DRAWN	DESCRIPTION
9.18.2020	SF	VILLAGE COMMENTS / COORDINATION
10.12.2020	SF	VILLAGE COMMENTS / COORDINATION
11.11.2020	SF	FIRE DEPARTMENT NOTES / ELEVATIONS
11.17.2020	SF	CIVIL COORDINATION
12.21.2020	SF	APPEARANCE COMMENTS COORD.
2.10.2021	SF	BOUNTIFUL REVISIONS

2020-0132
PROJECT NUMBER

10-13-2020
DATE

SF
DRAWN BY

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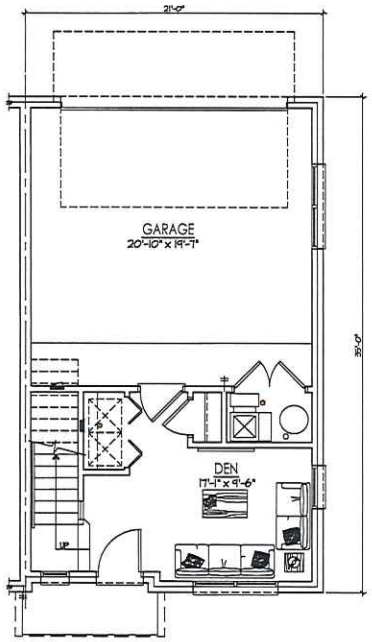
3-UNIT PITCHED ROOF

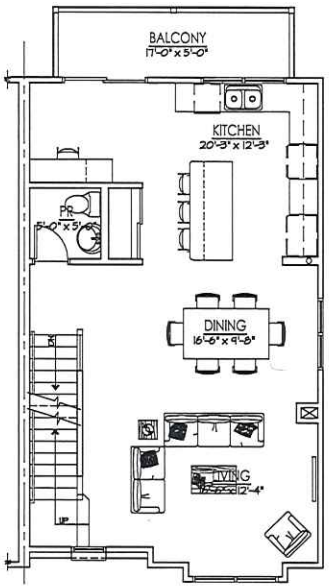
SHEET NAME

A-4.1

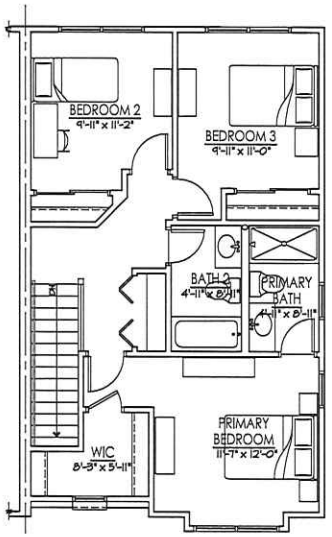
SHEET



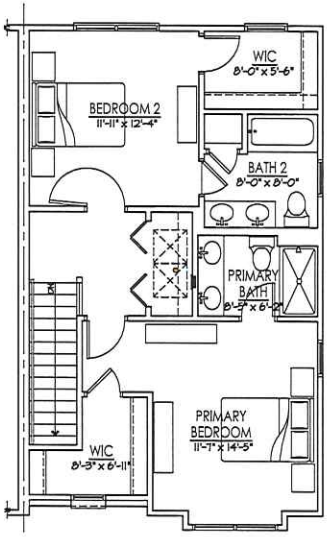
LOWER LEVEL FLOOR PLAN
1/4" = 1'-0" 2413 SF



MAIN LEVEL FLOOR PLAN
1/4" = 1'-0" 664.6 SF



UPPER LEVEL FLOOR PLAN (3 BEDROOM)
1/4" = 1'-0" 666.2 SF



UPPER LEVEL FLOOR PLAN (2 BEDROOM)
1/4" = 1'-0" 666.2 SF

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FOURTH STREET / BROADWAY LLC.

Libertyville, Illinois

DATE	DRAWN	DESCRIPTION
9/4/2020	SF	VILLAGE COMMENTS / COORDINATION
10/1/2020	SF	VILLAGE COMMENTS / COORDINATION
10/13/2020	SF	FIELD MEETING W/ ARCHITECTURAL REVIEWERS
12/2/2020	SF	CIVIL COORDINATION
12/2/2020	SF	APPEARANCE COMMISSION COMMENTS
01/14/2021	SF	APPEARANCE REVIEW
01/28/2021	SF	ARCHITECTURAL COORDINATION
02/03/2021	SF	PC ADJUSTMENTS
02/19/2021	SF	ENGINEERING COORDINATION

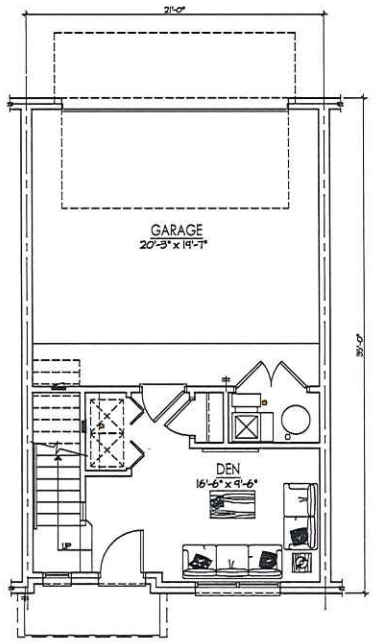
2020-0132
PROJECT NUMBER

10-13-2020
DATE

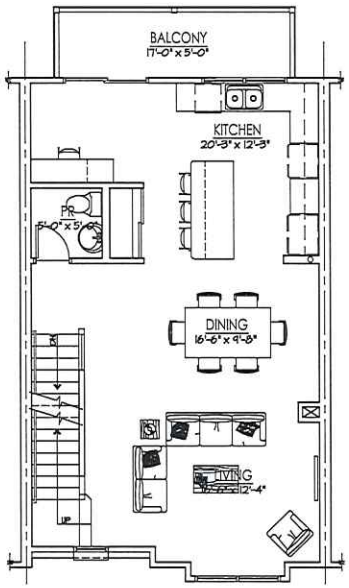
SF
DRAWN BY FINAL REVIEW

UNIT A
1647 SF

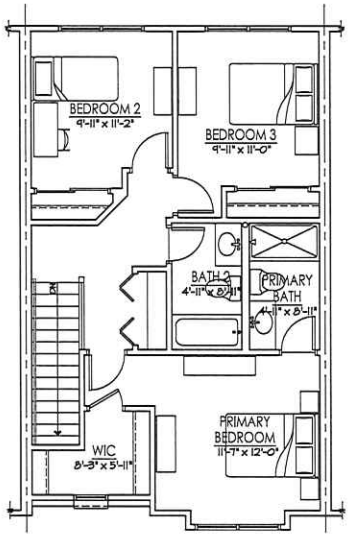
SHEET NAME
A-1.0
SHEET



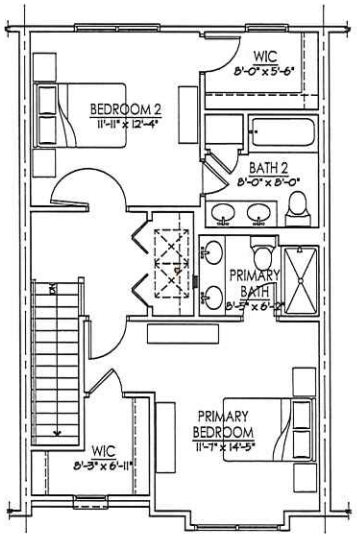
LOWER LEVEL FLOOR PLAN
1/4" = 1'-0" 347.3 SF



MAIN LEVEL FLOOR PLAN
1/4" = 1'-0" 664.0 SF



UPPER LEVEL FLOOR PLAN (3 BEDROOM)
1/4" = 1'-0" 680.2 SF



UPPER LEVEL FLOOR PLAN (2 BEDROOM)
1/4" = 1'-0" 685.2 SF

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FOURTH STREET / BROADWAY LLC.

Libertyville, Illinois

DATE	DESCRIPTION
9/16/2020	VILLAGE COMMENTS / COORDINATION
10/30/2020	VILLAGE COMMENTS / COORDINATION
11/13/2020	PLAN COMMISSION REVIEW SET
12/15/2020	CIVIL COORDINATION
12/21/2020	AFFIDAVIT COMMENTS CODES
1/13/2021	3 BEDROOM DESIGNS
1/14/2021	ADDITIONAL CIVIL REVIEW COORDINATION
1/15/2021	PC ADJUSTMENTS
02/03/2021	ENGINEERING COORDINATION
02/19/2021	ENGINEERING COORDINATION

2020-0132
PROJECT NUMBER

10-13-2020
DATE

SF
DRAWN BY FINAL REVIEW

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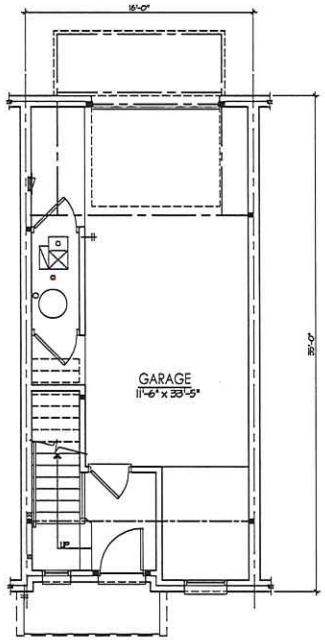
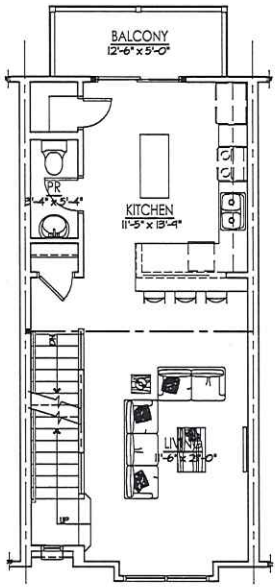
UNIT B
1647 SF

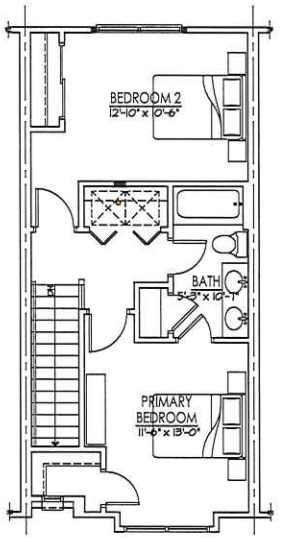
SHEET NAME
A-1.1
SHEET



LOWER LEVEL FLOOR PLAN
1/4" = 1'-0" 154.7 SF



MAIN LEVEL FLOOR PLAN
1/4" = 1'-0" 448.4 SF



UPPER LEVEL FLOOR PLAN
1/4" = 1'-0" 315.0 SF

LINDENGROUP

ARCHITECTURE
LAND PLANNING
INTERIOR ARCHITECTURE
LANDSCAPE ARCHITECTURE

10100 ORLAND PARKWAY SUITE 110
ORLAND PARK, ILLINOIS 60467
(708) 799-4400
WWW.LINDENGROUPINC.COM

FOURTH STREET / BROADWAY LLC.

Libertyville, Illinois

DATE	DRAWN	DESCRIPTION
9/16/2020	SF	VILLAGE COMMENTS / COORDINATION
10/2/2020	SF	VILLAGE COMMENTS / COORDINATION
10/13/2020	SF	PETITION SUBMITTAL REVISIONS
12/1/2020	SF	CIVIL COORDINATION
1/20/2020	SF	APPEARANCE COMMENTS COORD.
01/26/2021	SF	3 BEDROOM REVISIONS
02/16/2021	SF	ARCHITECTURAL REVISIONS PER COORDINATION
03/03/2021	SF	PC ADJUSTMENTS
03/19/2021	SF	ENGINEERING COORDINATION

2020-0132
PROJECT NUMBER

10-13-2020
DATE

SF
DRAWN BY FINAL REVIEW

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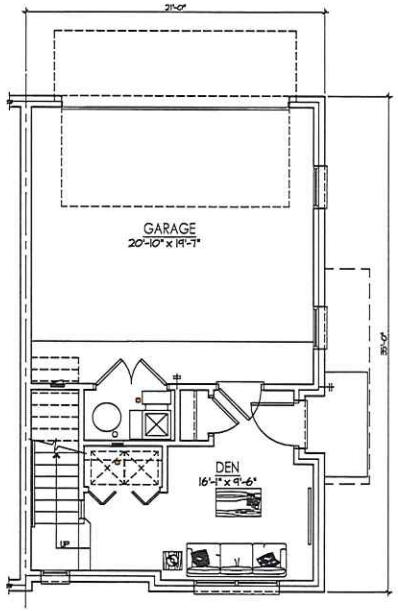
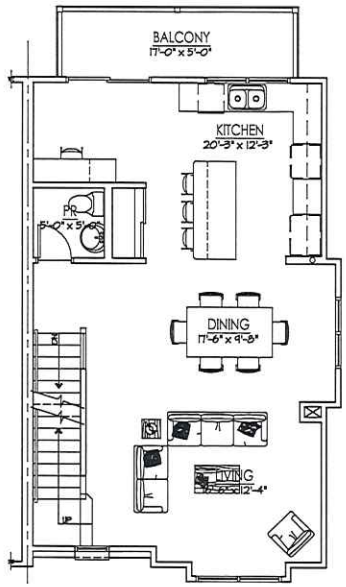
UNIT C
1144 SF

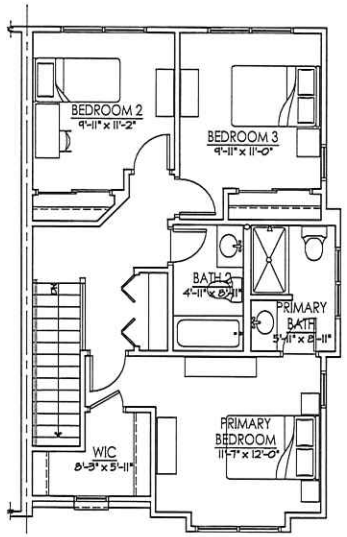
SHEET NAME
A-1.2
SHEET



LOWER LEVEL FLOOR PLAN



MAIN LEVEL FLOOR PLAN



UPPER LEVEL FLOOR PLAN (3 BEDROOM)

LINDENGROUP

ARCHITECTURE
LAND PLANNING
INTERIOR ARCHITECTURE
LANDSCAPE ARCHITECTURE
10100 ORLAND PARKWAY SUITE 110
ORLAND PARK, ILLINOIS 60467
(708) 799-4400
WWW.LINDENGROUPINC.COM

FOURTH STREET / BROADWAY LLC.

Libertyville, Illinois

DATE	DRAWN	DESCRIPTION
9/4/2020	SF	VILLAGE COMMENTS / COORDINATION
10/2/2020	SF	VILLAGE COMMENTS / COORDINATION
11/13/2020	SF	PLAN COMMISSION REVIEW SET
12/1/2020	SF	CIVIL COORDINATION
12/21/2020	SF	AFFIDAVIT COORDINATION
1/4/2021	SF	AFFIDAVIT REVISIONS
1/14/2021	SF	ENGINEERING COORDINATION
2/23/2021	SF	AFFIDAVIT REVISIONS
3/3/2021	SF	PC ADJUSTMENTS
3/15/2021	SF	ENGINEERING COORDINATION

2020-0132
PROJECT NUMBER

10-13-2020
DATE

SF
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FINAL REVIEW

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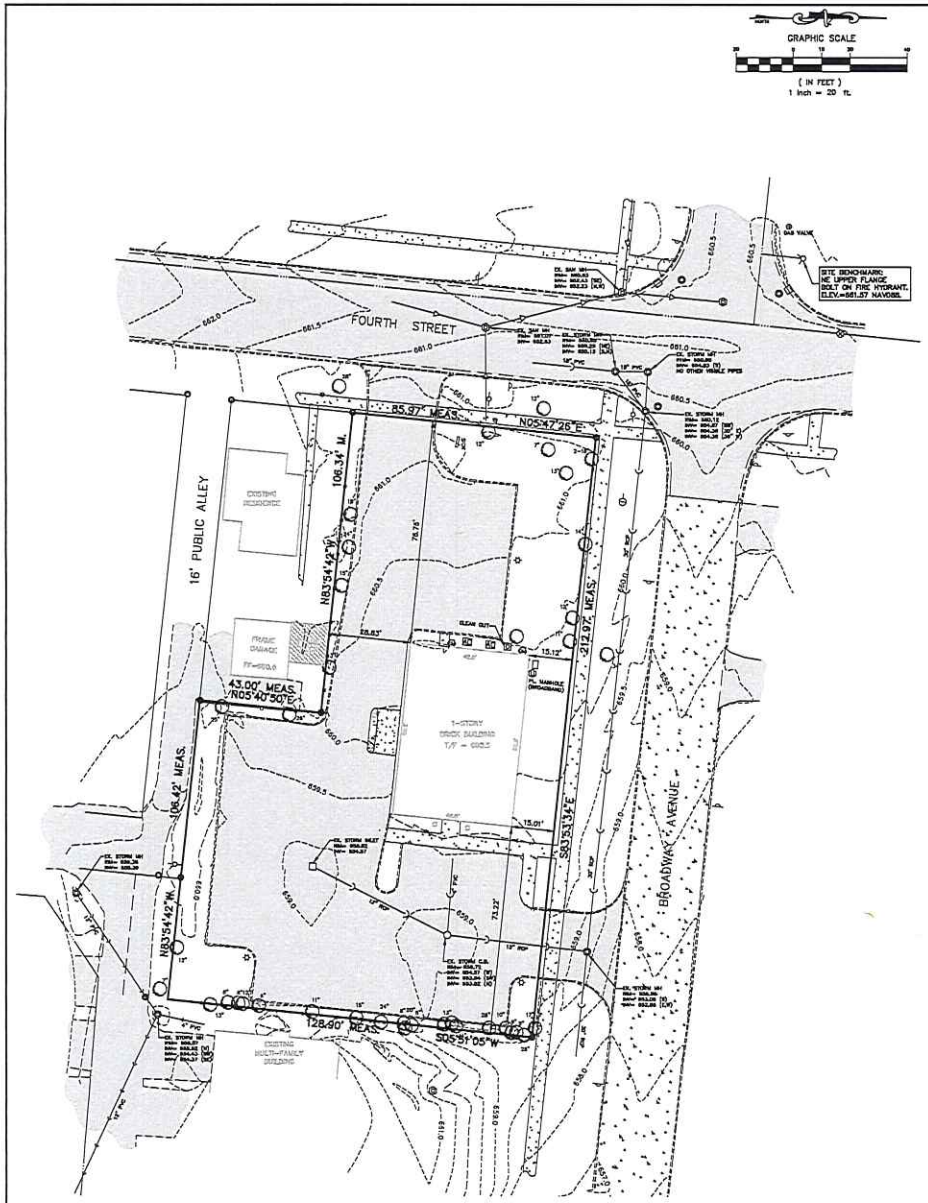
UNIT D
1662 SF

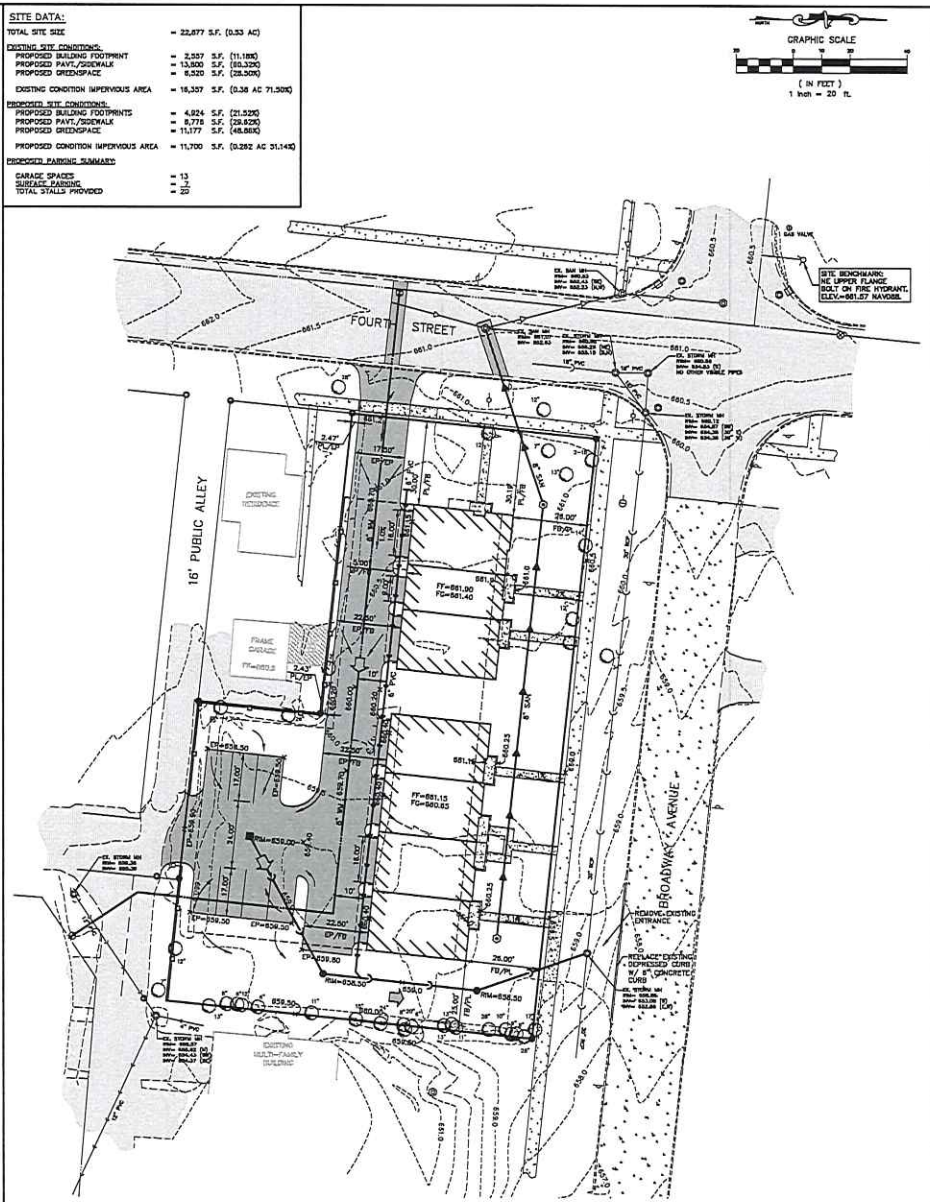
SHEET NAME
A-1.0
SHEET



EXISTING CONDITIONS PLAN

SITE DATA:

TOTAL SITE SIZE	= 22,677 S.F. (0.53 AC)	
EXISTING SITE CONDITIONS:		
PROPOSED BUILDING FOOTPRINT	= 2,557 S.F.	(11.18%)
PROPOSED PAVT./SIDEWALK	= 13,300 S.F.	(58.32%)
PROPOSED GREENSPACE	= 6,520 S.F.	(28.50%)
EXISTING CONDITION IMPERVIOUS AREA	= 15,357 S.F.	(0.35 AC 71.50%)
PROPOSED SITE CONDITIONS:		
PROPOSED BUILDING FOOTPRINTS	= 4,924 S.F.	(21.52%)
PROPOSED PAVT./SIDEWALK	= 8,776 S.F.	(38.52%)
PROPOSED GREENSPACE	= 11,177 S.F.	(48.86%)
PROPOSED CONDITION IMPERVIOUS AREA	= 11,700 S.F.	(0.262 AC 51.14%)
PROPOSED PARKING SUMMARY:		
GARAGE SPACES	= 13	
SURFACE PARKING	= 12	
TOTAL STALLS PROVIDED	= 25	



PRELIMINARY ENGINEERING PLAN

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DATE	REVISIONS	DRAWN BY

232 N FOURTH ST
LIBERTYVILLE, ILLINOIS
EXISTING CONDITIONS PLAN /
PRELIMINARY ENGINEERING PLAN

RWG Engineering, LLC
Civil Engineering ♦ Real Estate Consulting ♦ Project Management
975 E. 22nd St. Suite 400
Lombard, IL 60148
630.480.7889
www.rwg-engineering.com

PROJECT NO.	22114120
DATE	02/08/22
SCALE	1"=20'
PROJ. MGR.	MBM
PROJ. ASSOC.	AJS
DRAWN BY	AJS

SHEET
1 OF 1

PLANT LIST

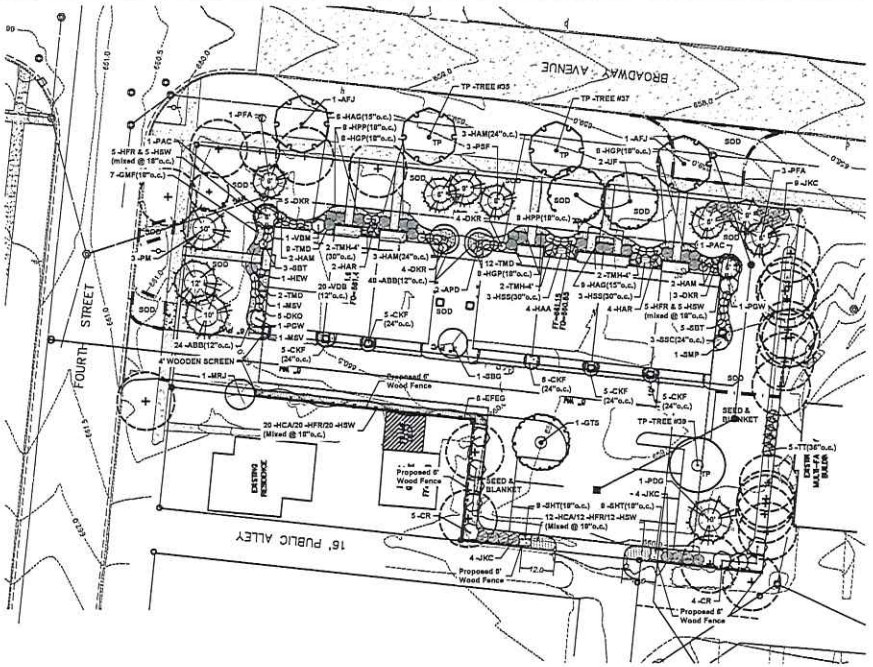
KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE/ TYPE
DECIDUOUS SHADE TREES				
AFJ	2	Acer f.'Jefersred'	Autumn Blaze Freeman Maple	2.5" BB
GTS	1	Gleditsia t.i.'Skyline'	Skyline Honeylocust	2.5" BB
UF	2	Ulmus 'Frontier'	Frontier Elm	2.5" BB
EVERGREEN TREES				
PAC	2	Picea a. "Cupressina"	Norway Spruce	6' BB
PGD	1	Picea g. 'Densata'	Black Hills Spruce	10' BB
PFA	3	Picea p. 'Fat Albert'	Fat Albert Colorado Spruce	6' BB
PFA	1	Picea p. 'Fat Albert'	Fat Albert Colorado Spruce	9' BB
PSF	1	Pinus s. 'Fastigiata'	Fastigiate White Pine	6' BB
PSF	1	Pinus s. 'Fastigiata'	Fastigiate White Pine	8' BB
PSF	1	Pinus s. 'Fastigiata'	Fastigiate White Pine	9' BB
PN	2	Pseudotsuga menziesii	Douglas Fir	10' BB
PM	1	Pseudotsuga menziesii	Douglas Fir	12' BB
DECIDUOUS ORNAMENTAL TREES				
APD	2	Amelanchier g. 'Princess Diana'	Princess Diana Serviceberry	2" BB
MRJ	1	Malus 'Red Jewel'	Red Jewel Crabapple	2" BB
SRG	1	Syringa p. 'Zhing Zhiming'	Beijing Gold Tree Lilac	2" BB
DECIDUOUS SHRUBS & SHRUB ROSES				
CR	9	Cornus racemosa	Gray Dogwood	3' BB
DKC	5	Diervilla r. 'G2X58544'	Orange Kodiak Diervilla	#2
DKR	16	Diervilla r. 'G2X58541'	Red Kodiak Diervilla	#3
HAA	4	Hydrangea a. 'Annabelle'	Annabelle Hydrangea	#2
HAR	6	Hydrangea a. 'NCHA3'	Ruby Immobelle Hydrangea	#5
PGW	2	Physocarpus o. 'Ginger Wine'	Ginger Wine Ninebark	#2
SBT	9	Spiraea bellulata 'Tor'	Birchleaf Spirea	#5
VBM	1	Viburnum d. 'Christom'	Blue Muffin Arrowwood Viburnum	30"#5
EVERGREEN SHRUBS				
JKC	17	Juniperus c. 'Kalley's'	Kalleys Compact Juniper	24"#5
TMD	22	Taxus m. 'Densiformis'	Dense Yew	24"#5
TMH	6	Taxus m. 'Hicksii'	Hicks Yew	4' BB
TT	5	Thuja o. 'Sal John'	Techniito Arborvitae	4' BB
BROADLEAF EVERGREENS				
EFEG	6	Euonymus f.'Emerald 'n' Gold'	Emerald 'n' Gold Euonymus	#5
ORNAMENTAL GRASS				
CKF	26	Calamagrostis a. 'Karl Foerster'	Feather Reed Grass	#1
HAG	15	Hakonechloa m. 'All Gold'	Japanese Forest Grass	#1
MSV	2	Miscanthus s. 'Variegatus'	Variegated Silver Grass	#1
SSC	3	Schizachyrium s. 'Carousel'	Carousel Little Bluestem	#1
SHT	18	Sporobolus h 'Tara'	Dwarf Prairie Dropseed	#1
PERENNIALS				
GMF	7	Geranium s. 'Max Frei'	Max Frei Geranium	#1
HCA	32	Hemerocallis 'Chicago Apache'	Chicago Apache Daylily	#1
HFR	42	Hemerocallis 'Fragrant Returns'	Fragrant Returns Daylily	#1
HSW	42	Hemerocallis 'Summer Wine'	Summer Wine Daylily	#1
HGP	24	Heuchera 'Georgia Peach'	Georgia Peach Alumroot	#1
HPP	16	Heuchera 'Purple Petticoats'	Purple Petticoats Coralbells	#1
HAM	10	Hosta 'August Moon'	August Moon Hosta	#1
HEW	1	Hosta 'Empress Wu'	Empress Wu Hosta	#2
HFB	2	Hosta 'Fragrant Bouquet'	Fragrant Bouquet Hosta	#1
HSS	6	Hosta 'Sum & Substance'	Sum & Substance Hosta	#3
GROUNDCOVERS & VINES				
ABB	3	Ajuga r. 'Bronze Beauty'	Carpet Bugleweed (72 plants)	24 flats
VCB	2	Vinca Carts Blue	Periwinkle (20 plants)	10 flats

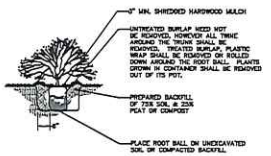
MATERIAL & LABOR LIST:

QTY	ITEM	DESCRIPTION
240 SY	Seed w/ Straw Blanket	Kentucky Bluegrass Blend w/Perennial Rye S75 by North American Green (or equal)
757 SY	Sod	Kentucky Bluegrass Blend (mineral base)
28 CY	Mulch	Shredded Hardwood Bark
1 CY	Mulch	Southern Pine Bark Fines
5 CY	Mulch	Compost (Yard Waste or Mushroom)
176 LF	Fence	6' Wooden Privacy Fence
7 LF	Fence	4' Wood Screening Fence

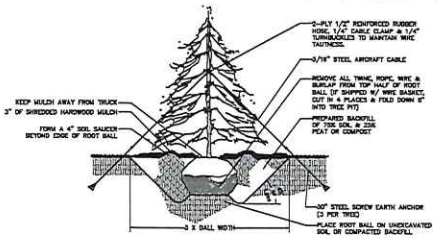
LEGEND

- EXISTING TREES
- EXISTING SHRUBS
- 2.5" to 4,5" - DECIDUOUS PARKWAY TREES
- 2.0" - DECIDUOUS MITIGATION TREE
- 2.0" or 6' - ORNAMENTAL TREES
- 6' to 12' - EVERGREEN TREES
- 30" to 36" - DECIDUOUS SHRUBS
- #3 or #5 - DECIDUOUS SHRUBS
- #5 - EVERGREEN SHRUBS
- #1 - ORNAMENTAL GRASSES
- #1 - PERENNIALS or from flats - GROUNDCOVERS
- TREE TRANSPLANT

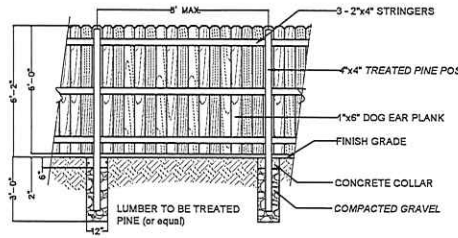




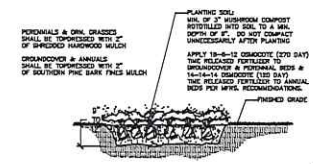
SHRUBS n.t.s.



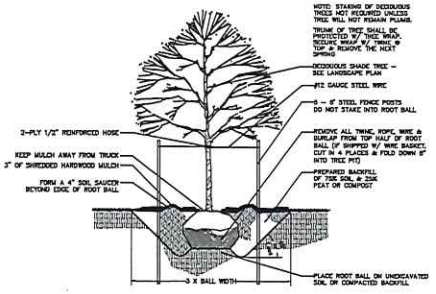
EVERGREEN TREE n.t.s.



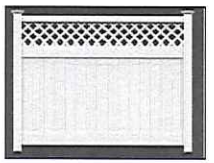
6' WOODEN FENCE 3/8" = 1'-0"



BED PLANTING DETAIL (PERENNIALS, ORNAMENTAL GRASSES VINES, GROUNDCOVER & ANNUALS) n.t.s.



DECIDUOUS TREE n.t.s.



4' TREATED WOOD FENCE
COLOR: TBD

REPRESENTATIVE - 4' WOODEN SCREEN

GENERAL NOTES:

Plant material shall be nursery grown and be either balled and bur-lapped or container grown. Sizes and spreads on plant list represent minimum requirements.

The requirements for measurement, branching and ball size shall conform to the latest addition of ANSI Z60.1, AMERICAN STANDARD OF NURSERY STOCK by the American Nursery & Landscape Association.

Any materials with damaged or crooked/disfigured leaders, bark abrasion, sunscald, insect damage, etc. are not acceptable and will be rejected. Trees with multiple leaders will be rejected unless called for in the plant list as multi-stem or clump (cl.).

If any mistakes, omissions, or discrepancies are found to exist with the work product, the Landscape Architect shall be promptly notified so that they have the opportunity to take any steps necessary to resolve the issue. Failure to promptly notify the Landscape Architect and the Owner of such conditions shall absolve them from any responsibility for the consequences of such failure.

Under no circumstances should these plans be used for construction purposes without examining actual locations of utilities on site, and reviewing all related documents mentioned herein, including related documents prepared by the project Civil Engineer and Architect.

Civil Engineering or Architectural base information has been provided by others. The location of various site improvements on this set of drawings is only illustrative and should not be relied upon for construction purposes.

Quantity lists are supplied as a convenience. However, Bidders and the Installing Contractor should verify all quantities. The drawings shall take precedence over the lists. Any discrepancies shall be reported to the Landscape Architect.

Actions taken without the knowledge and consist of the Owner and the Landscape Architect or in contradiction to the Owner and the Landscape Architect's work product or recommendations, shall become the responsibility not of the Owner and the Landscape Architect, but for the parties responsible for the taking of such action.

Refer to Civil Engineering documents for detailed information regarding size, location, depth and type of utilities, as well as locations of other site improvements, other than landscape improvements.

Plant symbols illustrated on this plan are a graphic representation of proposed plant material types and are intended to provide for visual clarity. However, the symbols do not necessarily represent actual plant spread at the time of installation.

All plant species specified are subject to availability. Material shortages in the landscape industry may require substitutions. All substitutions must be approved by the Village, Landscape Architect and Owner.

The Landscape Contractor shall verify location of all underground utilities prior to digging by calling "J.U.L.I.E." (Joint Utility Location for Excavators) 1-800-892-0123 and any other public or private agency necessary for utility location.

All perennial, ornamental grass, groundcover and annual beds shall be top dressed with a minimum of three inches (3") of mushroom compost. The top dressing shall be worked into the soil to a minimum depth of nine inches (9") by the use of a cultivating mechanism. Upon completion perennials & ornamental grasses shall be mulched with an additional two inch (2") layer of shredded wood mulch; Annuals & groundcovers shall be covered with a two inch (2") layer of southern pine bark fines mulch.

All other planting beds and tree saucers shall be mulched with a minimum of three inches (3") of shredded wood mulch.

Planting beds adjacent to building shall be mulched in their entirety to the building foundation. Plant materials shall not be installed under building overhangs and other such areas which do not receive natural rainfall.

Mulch beds at the time of planting shall extend a minimum of two feet (2') beyond the center of a shrub.

All bed lines and tree saucers shall require a hand spaded edge between lawn and mulched areas.

Grading shall provide slopes which are smooth and continuous. Positive drainage shall be provided in all areas.

Sod shall be mineral base only.

Seed mixes shall be applied mechanically so that the seed is incorporated into the top one-half inch (1/2") of the seed bed. The seed shall then be covered with the specified blanket (installed per manufacturer's. specs) or Hydro-mulch.

All plant material shall be guaranteed for one (1) year from the date of acceptance.

NOTE:
All open space area previously lactead under pavement shall have all pavement material & gravel base removed and deposed of off-site by the General Contractor (GC). The GC shall backfilled and roughly grade those areas with clean topsoil for the Landscape Contractor to finish grade and install proposed landscaping.

REVISIONS	
4 New Site Plan	03-17-21
3 Appearance Committee	01-19-21
2 Village Review Comments	01-07-21
1 AC & Utility Meter Locations	12-21-20

232 NORTH FOURTH STREET
LIBERTYVILLE, ILLINOIS

If this plan is not 24" x 36" in size, then it is a reproduction that may not be to scale

SEAL: STATE OF ILLINOIS — REGISTERED LANDSCAPE ARCHITECT — RANDY F. METZ — No. 157-000422

METZ & COMPANY
LANDSCAPE ARCHITECTURE/ESTATE PLANNING
826 East Maple Street
Lombard, Illinois 60148
PH: 630.561.3903
www.metz-company.com

TITLE: LANDSCAPE PLAN

PROJECT NO.: 20-148

DATE: 12-08-2020

SCALE: 1"=20'

SHEET: L-1

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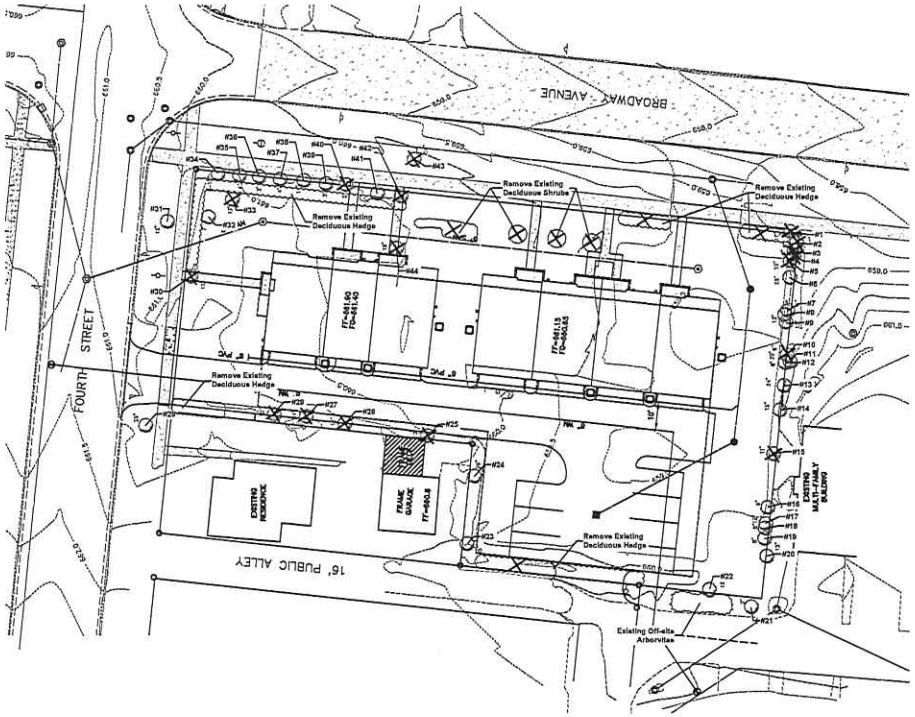
Know what's below. Call before you dig

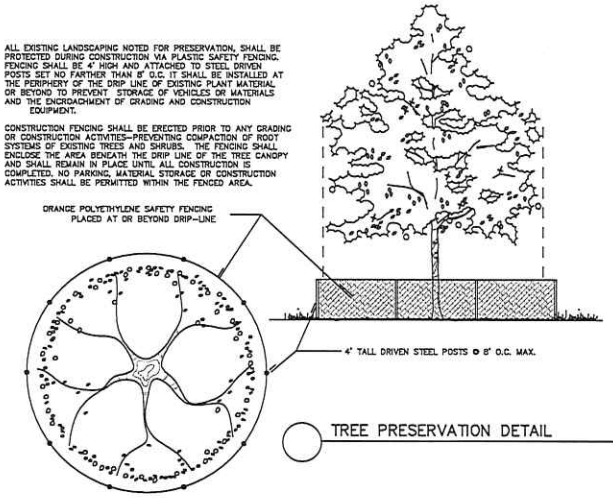
NORTH

0' 10' 20' 40'



ALL EXISTING LANDSCAPING NOTED FOR PRESERVATION, SHALL BE PROTECTED DURING CONSTRUCTION VIA PLASTIC SAFETY FENCING. FENCING SHALL BE 4' HIGH AND ATTACHED TO STEEL DRIVEN POSTS SET NO FARTHER THAN 8' O.C. IT SHALL BE INSTALLED AT THE PERIPHERY OF THE DRIP LINE OF EXISTING PLANT MATERIAL OR BEYOND TO PREVENT STORAGE OF VEHICLES OR MATERIALS AND THE ENCROACHMENT OF GRADING AND CONSTRUCTION EQUIPMENT.

CONSTRUCTION FENCING SHALL BE ERECTED PRIOR TO ANY GRADING OR CONSTRUCTION ACTIVITIES—PREVENTING COMPACTION OF ROOT SYSTEMS OF EXISTING TREES AND SHRUBS. THE FENCING SHALL ENCLOSE THE AREA BENEATH THE DRIP LINE OF THE TREE CANOPY AND SHALL REMAIN IN PLACE UNTIL ALL CONSTRUCTION IS COMPLETED. NO PARKING, MATERIAL STORAGE OR CONSTRUCTION ACTIVITIES SHALL BE PERMITTED WITHIN THE FENCED AREA.

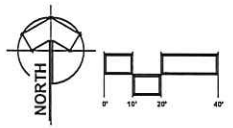


TREE PRESERVATION DETAIL
NTS

TREE ACTION PLAN

Tree Number	Scientific Name	Common Name	DBH (in.)*	Condition (1-5)	Remove	Remain	Comments	Mitigate Tree
1	Ailanthus altissima	Tree of Heaven	17	2	YES		Invasive Species	No
2	Ailanthus altissima	Tree of Heaven	26	2	YES		Invasive Species	No
3	Ailanthus altissima	Tree of Heaven	9	3	YES		Invasive Species	No
4	Acer negundo	Boxelder	9	3	YES		Class C Tree < 8" DBH	No
5	Ailanthus altissima	Tree of Heaven	10	3	YES		Invasive Species	No
6	Populus deltoides	Cottonwood	28	3		YES		
7	Acer negundo	Boxelder	11	3		YES		
8	Acer negundo	Boxelder	11	3		YES		
9	Acer negundo	Boxelder	13	3		YES		
10	Ailanthus altissima	Tree of Heaven	6	3	YES		Invasive Species	No
11	Populus deltoides	Cottonwood	20	3		YES	Off-site	
12	Populus deltoides	Cottonwood	8	3		YES		
13	Populus deltoides	Cottonwood	24	4		YES		
14	Populus deltoides	Cottonwood	15	3		YES		
15	Acer negundo	Boxelder	11	4	YES		1/2 Dead, Public Risk	No
16	Ulmus species	Elm	6	3		YES		
17	Acer negundo	Boxelder	12	3		YES		
18	Acer negundo	Boxelder	8	3		YES		
19	Ulmus species	Elm	8	3		YES		
20	Populus deltoides	Cottonwood	13	3		YES		
21	Ailanthus altissima	Tree of Heaven	7	3		YES	Off-site - in a grove	
22	Ulmus species	Elm	12	2		YES		
23	Tilia americana	Linden	25	2		YES		
24	Tilia americana	Linden	26	2		YES		
25	Fraxinus pennsylvanica	Green Ash	13	5	YES		Dead	No
26	Fraxinus pennsylvanica	Green Ash	15	5	YES		Dead	No
27	Populus deltoides	Cottonwood	24	3	YES			Yes - 1 tree
28	Fraxinus pennsylvanica	Green Ash	10	5	YES		Dead	No
29	Acer platanoides	Norway Maple	28	2		YES	Parkway Tree	
30	Fraxinus pennsylvanica	Green Ash	13	5	YES		Dead	No
31	Acer platanoides	Norway Maple	12	3		YES		
32	Juglans nigra	Black Walnut	7	3		YES		
33	Fraxinus pennsylvanica	Green Ash	13	5	YES		Dead	No
34	Acer saccharum	Silver Maple	16-Multi Trunk	3		YES		
35	Platanus x acerifolia	London Planetree	4	2		YES	Transplant	
36	Liquidambar styraciflua	Sweetgum	3	2		YES		
37	Platanus x acerifolia	London Planetree	4	2		YES	Transplant	
38	Acer negundo	Boxelder	14	3		YES		
39	Liquidambar styraciflua	Sweetgum	3	2		YES	Transplant	
40	Deciduous Tree	Dead	2	5	YES		Dead	No
41	Acer platanoides	Norway Maple	12	3		YES		
42	Acer platanoides	Norway Maple	13	3	YES			Yes - 2 Trees
43	Acer platanoides	Norway Maple	14	4	YES		1/2 Dead, Parkway Tree	No
44	Gleditsia triacanthos	Honeylocust	15	2	YES			Yes - 2 Trees

Rating	Description	General Criteria
1	Excellent	The tree is typical of the species, has less than 10 percent deadwood in the crown that is attributable to normal causes, has no other observed problems and requires no remedial action.
2	Good	The tree is typical of the species and/or has less than 30 percent deadwood in the crown, 1 or 2 minor problems that are not imminently lethal to the tree, and no significant decay or structural problems, but the tree may need remedial care above normal care in order to minimize the impact of future stress and to ensure continued health.
3	Fair	The tree is not typical of the species and/or has significant problems such as 30 to 50 percent deadwood in the crown, serious decay or structural defect, insects, disease or other problems that can be imminently lethal to the tree or create a hazardous tree if not corrected in a short period of time or if the tree is subjected to additional stress.
4	Poor	The tree is not typical of the species and/or has over 50 percent deadwood in the crown, major decay or structural problems, is hazardous or is severely involved with insects, disease, or other problems that even if aggressively corrected would not result in the long term survival of the tree.
5	Dead	Less than 10 percent of the tree shows signs of life.



REVISIONS

4 New Site Plan	02-17-21
3 Appearance Committee	01-19-21
2 Village Review Comments	01-07-21
1 AC & Utility Meter Locations	12-21-20

If this plan is not 24" x 36" in size, then it is reproduction that may not be to scale

232 NORTH FOURTH STREET
LIBERTYVILLE, ILLINOIS

SEAL:

METZ & COMPANY
LANDSCAPE ARCHITECTURE/SITE PLANNING
826 East Maple Street
Lombard, Illinois 60148
PH: 630.561.3903
www.metz-company.com

TITLE
TREE PRESERVATION PLAN

PROJECT NO.:
20-148

DATE: 12-08-2020

SCALE: 1"=20'

SHEET
TP-1

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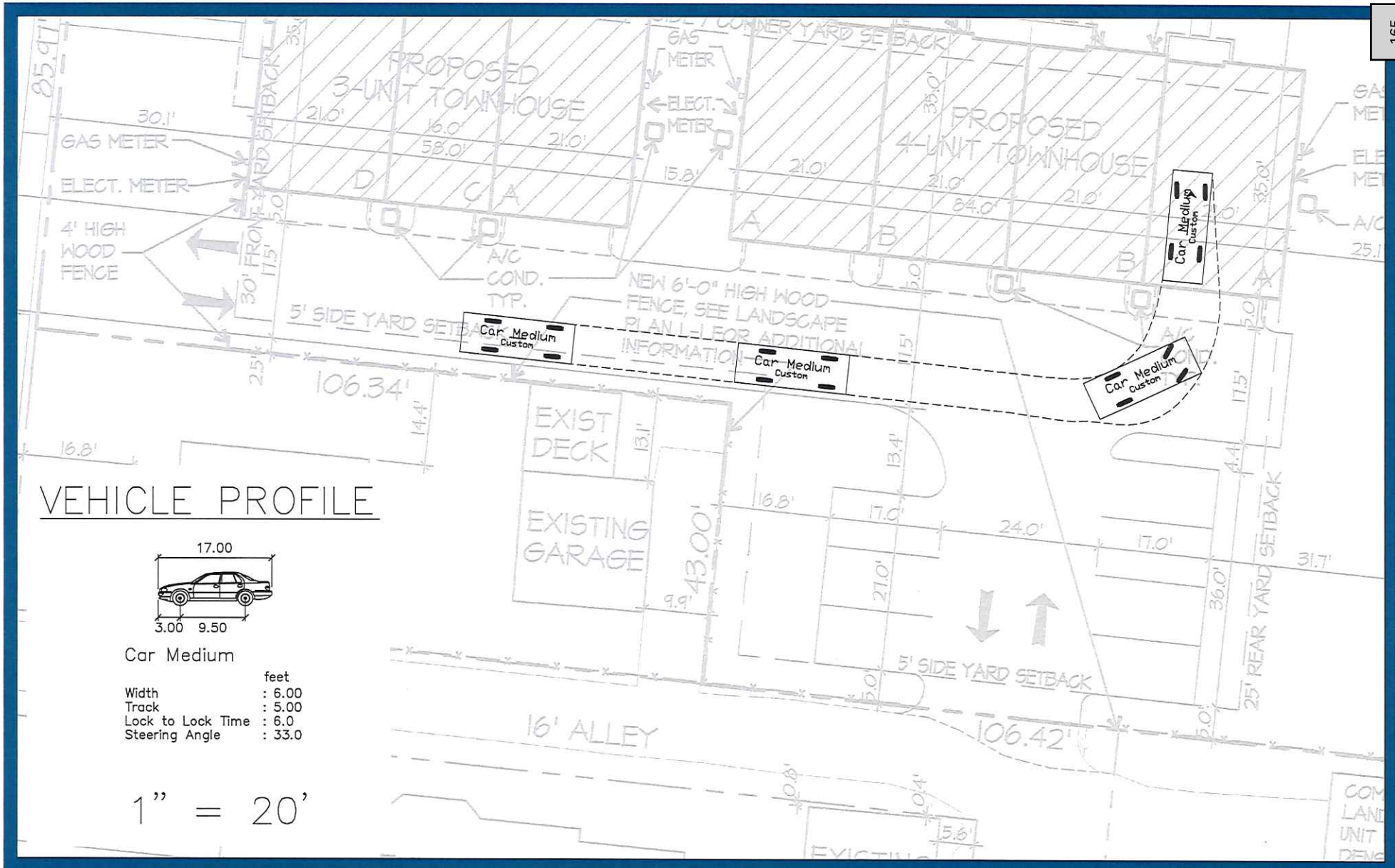


VEHICLE PROFILE

Car Medium

	feet
Width	: 6.00
Track	: 5.00
Lock to Lock Time	: 6.0
Steering Angle	: 33.0

1" = 20'

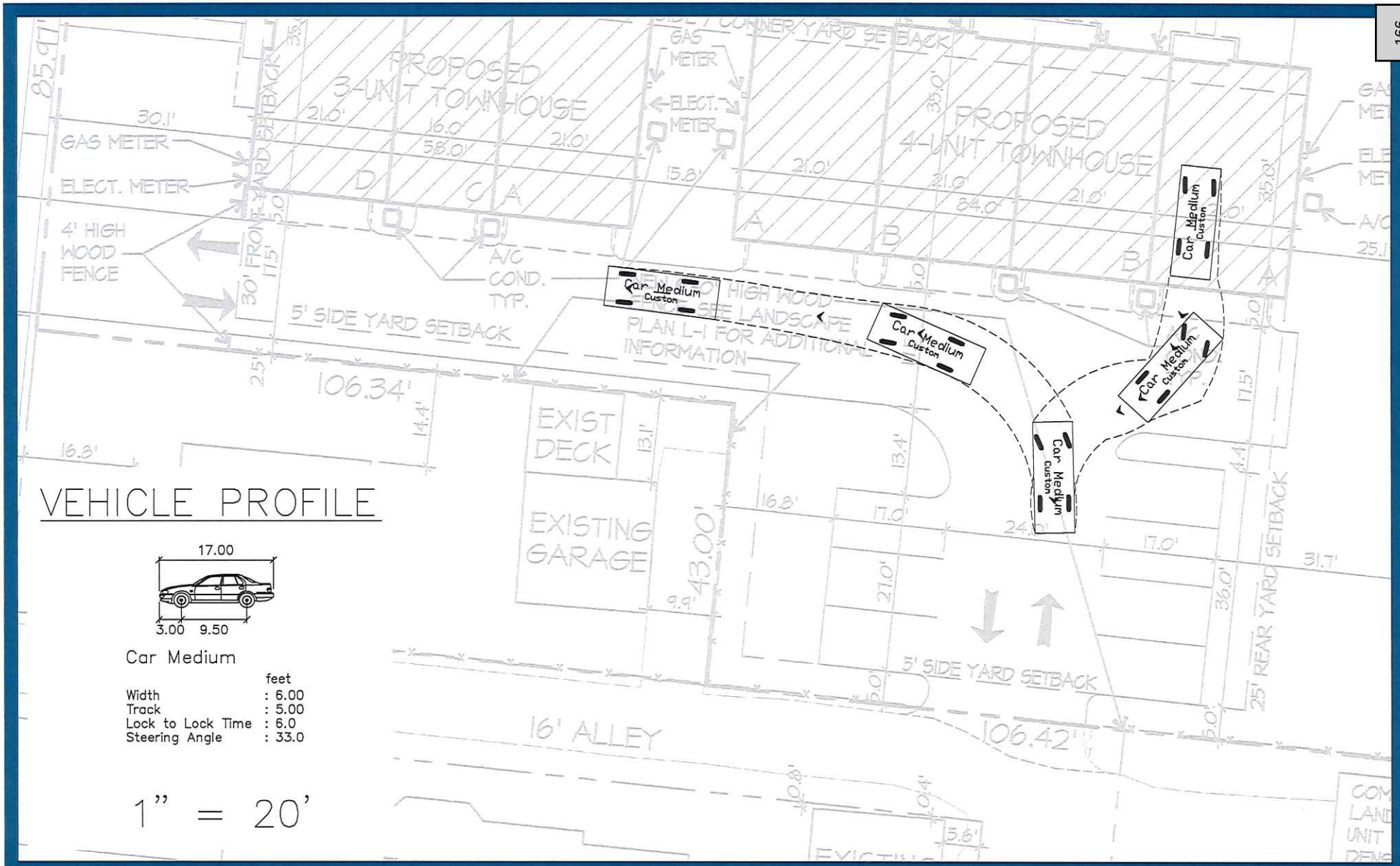
N

FIGURE 1A.
PASSENGER VEHICLE ENTERING (EAST GARAGE / EAST BUILDING)
FOURTH STREET & BROADWAY STREET
LIBERTYVILLE, ILLINOIS

DATED 02.19.21

fehr transportation group

GHA GEWALT HAMILTON ASSOCIATES, INC.



VEHICLE PROFILE

Car Medium

	feet
Width	: 6.00
Track	: 5.00
Lock to Lock Time	: 6.0
Steering Angle	: 33.0

1" = 20'

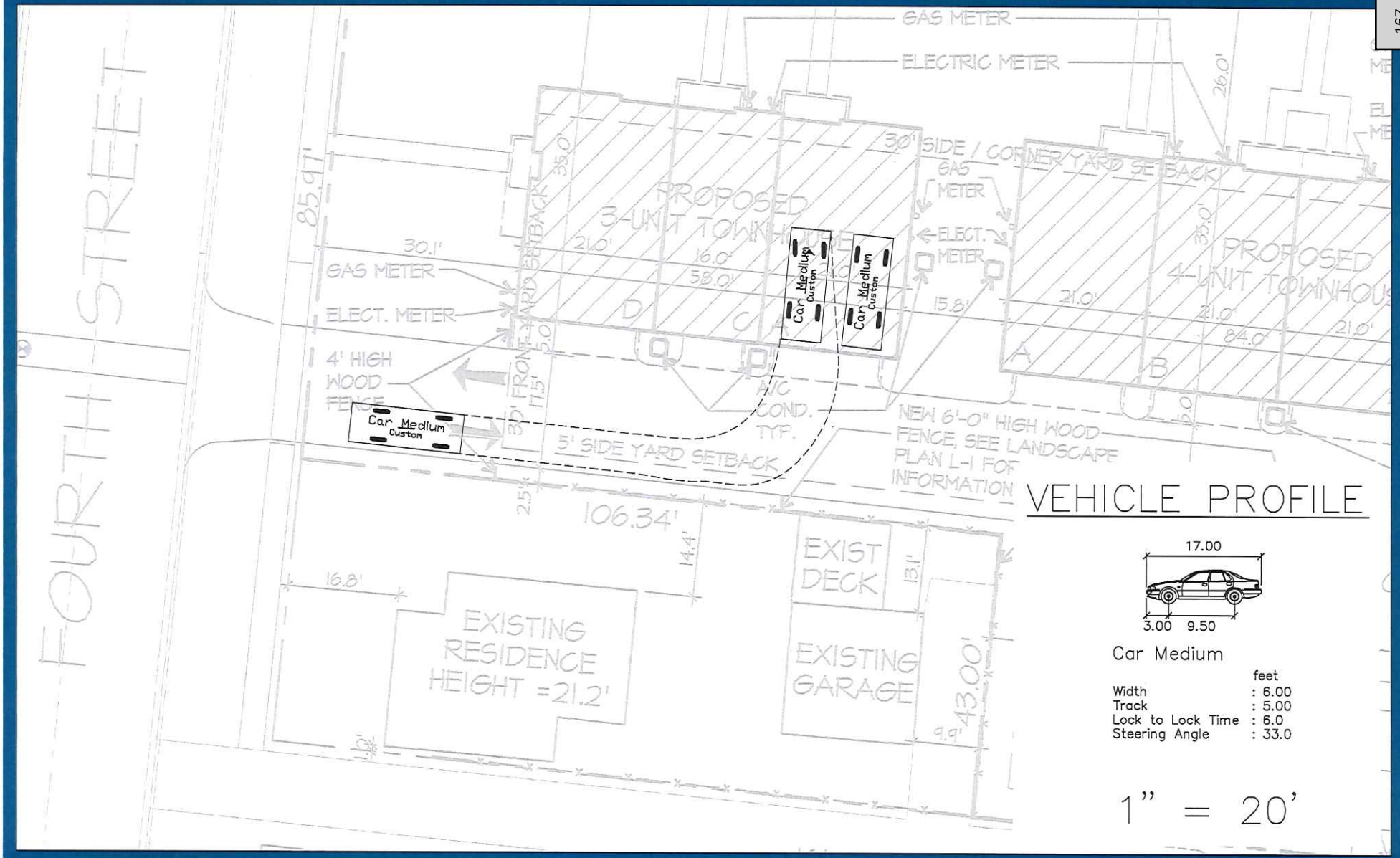
N

FIGURE 1B.
PASSENGER VEHICLE EXITING (EAST GARAGE / EAST BUILDING)
FOURTH STREET & BROADWAY STREET
LIBERTYVILLE, ILLINOIS

DATED 02.19.21

fsh transportation group

GHA GEWALT HAMILTON ASSOCIATES, INC.



VEHICLE PROFILE

Car Medium

	feet
Width	: 6.00
Track	: 5.00
Lock to Lock Time	: 6.0
Steering Angle	: 33.0

1" = 20'

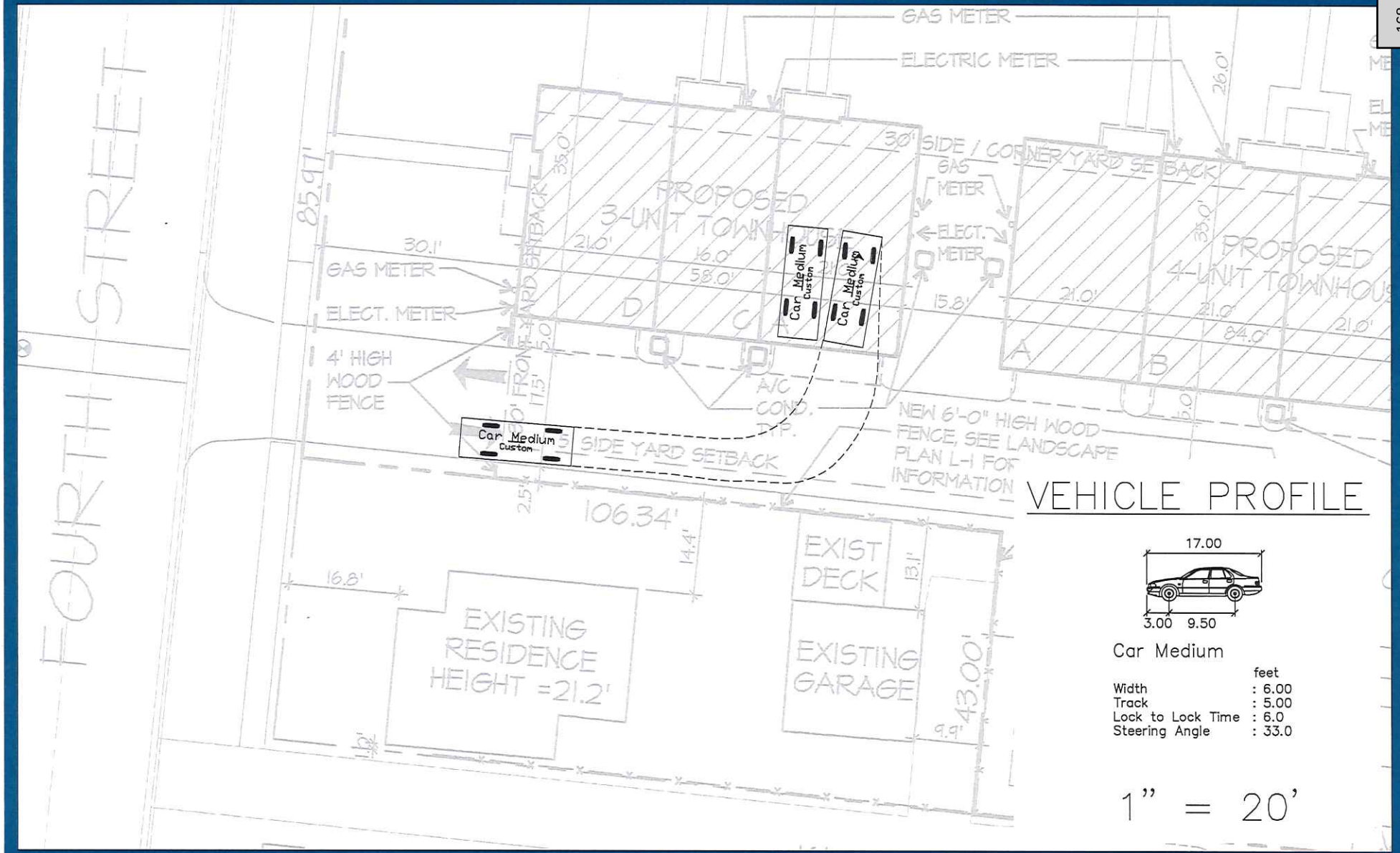
N

FIGURE 1C - A
PASSENGER VEHICLE ENTERING (EAST GARAGE / WEST BUILDING)
FOURTH STREET & BROADWAY STREET
LIBERTYVILLE, ILLINOIS

DATED 02.19.21

fish transportation group

GEWALT HAMILTON ASSOCIATES, INC.



VEHICLE PROFILE

Car Medium

	feet
Width	: 6.00
Track	: 5.00
Lock to Lock Time	: 6.0
Steering Angle	: 33.0

1" = 20'

N

FIGURE 1C - B
PASSENGER VEHICLE ENTERING (EAST GARAGE / WEST BUILDING)
FOURTH STREET & BROADWAY STREET
LIBERTYVILLE, ILLINOIS

DATED 02.19.21

fsh transportation group

GHA GEWALT HAMILTON ASSOCIATES, INC.

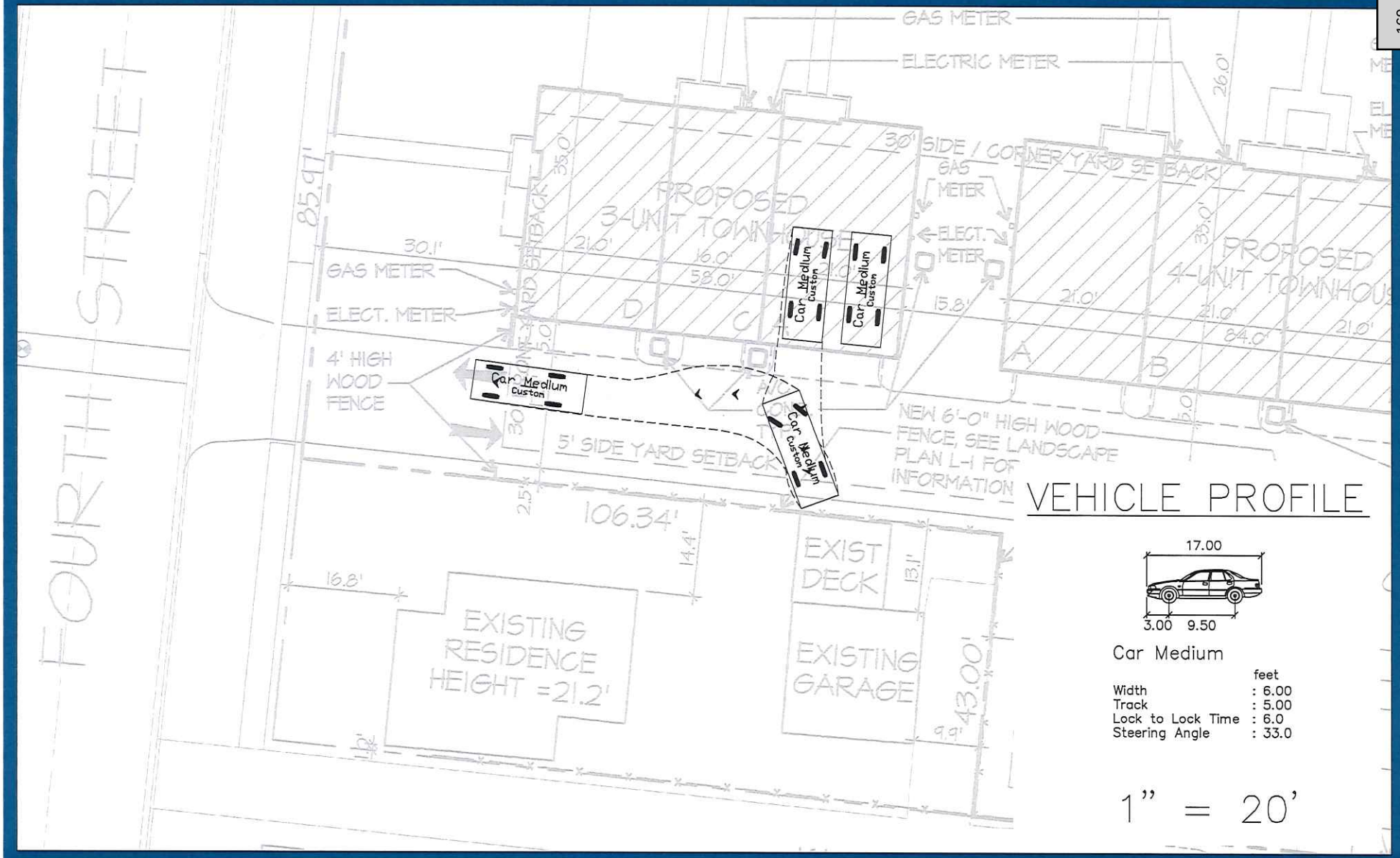
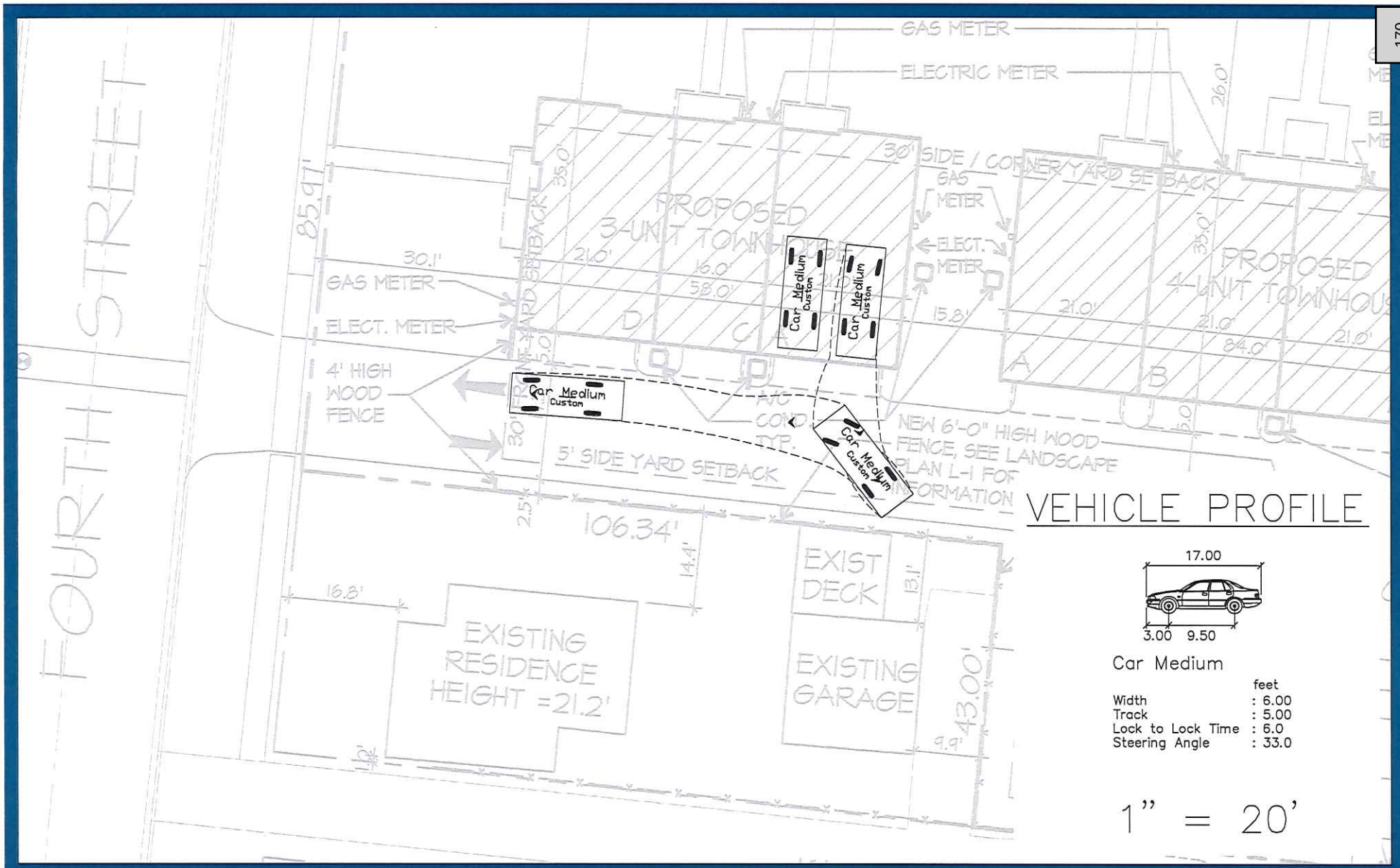


FIGURE 1D - A
PASSENGER VEHICLE EXITING (EAST GARAGE / WEST BUILDING)
FOURTH STREET & BROADWAY STREET
LIBERTYVILLE, ILLINOIS

DATED 02.19.21

ftg fish transportation group

GHA GEWALT HAMILTON ASSOCIATES, INC.



VEHICLE PROFILE

Car Medium

	feet
Width	: 6.00
Track	: 5.00
Lock to Lock Time	: 6.0
Steering Angle	: 33.0

1" = 20'

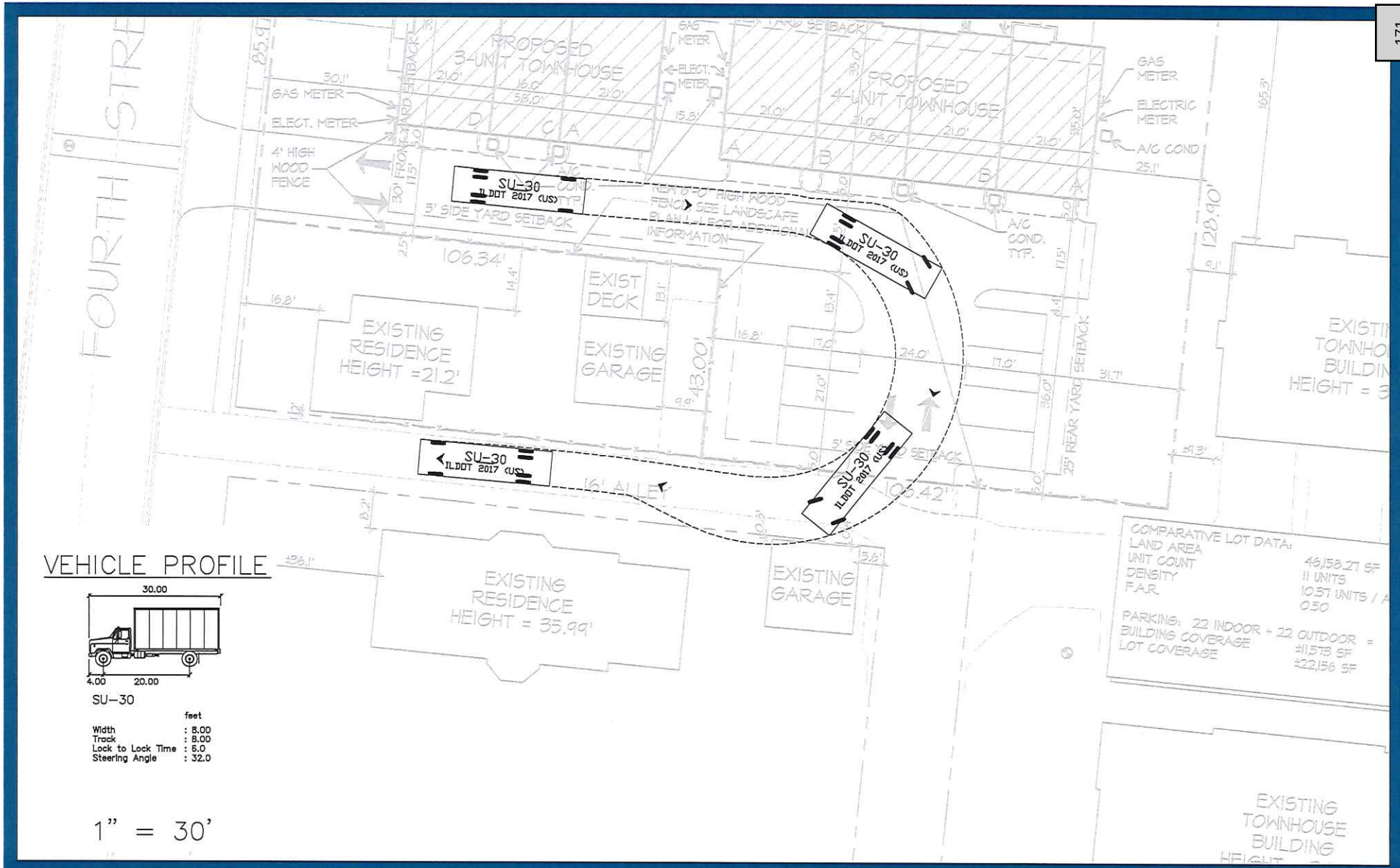
N

FIGURE 1D - B
PASSENGER VEHICLE EXITING (EAST GARAGE / WEST BUILDING)
FOURTH STREET & BROADWAY STREET
LIBERTYVILLE, ILLINOIS

DATED 02.19.21

fish transportation group

GHA GEWALT HAMILTON ASSOCIATES, INC.



VEHICLE PROFILE

SU-30

	feet
Width	: 8.00
Track	: 8.00
Lock to Lock Time	: 6.0
Steering Angle	: 32.0

1" = 30'

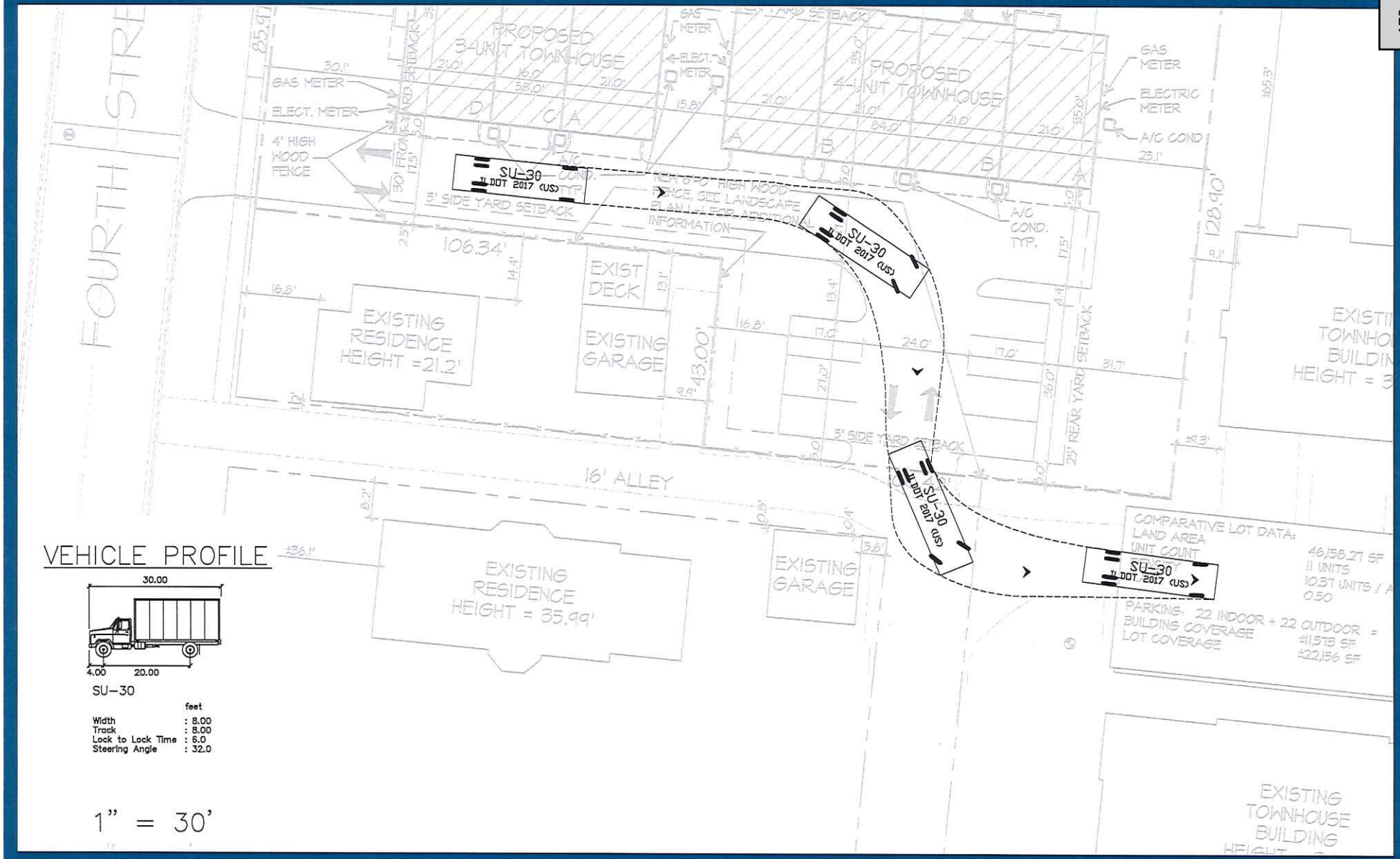
N

FIGURE 2A.
GARBAGE TRUCK/SU30 TRUCK EXITING TO ALLEY (WEST)
FOURTH STREET & BROADWAY STREET
LIBERTYVILLE, ILLINOIS

DATED 02.19.21

ftg fish transportation group

GHA GEWALT HAMILTON ASSOCIATES, INC.



VEHICLE PROFILE

SU-30

	feet
Width	: 8.00
Track	: 8.00
Lock to Lock Time	: 6.0
Steering Angle	: 32.0

1" = 30'

N

FIGURE 2B.
GARBAGE TRUCK/SU30 TRUCK EXITING TO ALLEY (EAST)
FOURTH STREET & BROADWAY STREET
LIBERTYVILLE, ILLINOIS

DATED 02.19.21

ftg fish transportation group

GHA GEWALT HAMILTON ASSOCIATES, INC.

COMPARABLE PROJECT PHOTOS

NTS

LINDENGROUP

ARCHITECTURE
LAND PLANNING
INTERIOR ARCHITECTURE
LANDSCAPE ARCHITECTURE

10100 ORLAND PARKWAY SUITE 110
ORLAND PARK, ILLINOIS 60467
(708) 799-4400
WWW.LINDENGROUPINC.COM

FOURTH STREET / BROADWAY LLC,

Libertyville, Illinois

DATE	DRAWN	DESCRIPTION
5/14/2020	SF	VILLAGE COMMENTS / COORDINATION
10/30/2020	SF	VILLAGE COMMENTS / COORDINATION
11/11/2020	SF	PRELIMINARY PLANS AND ELEVATIONS
12/3/2020	SF	CIVIL COORDINATION

2020-0132
PROJECT NUMBER

10-13-2020
DATE

SF
DRAWN BY

FINAL REVIEW

ELM STREET TOWNHOMES PHOTOS

SHEET NAME

A-1.0
SHEET

PROPOSED FOURTH STREET / BROADWAY LLC.
LIBERTYVILLE, ILLINOIS
3 & 4 UNIT BUILDINGS

FIBER CEMENT FREEZE BOARD
MANU: JAMESHARDIE
COLLECTION: STATEMENT COLLECTION
COLOR: KHAKI BROWN

COMPOSITE LAP SIDING
MANU: JAMESHARDIE
COLLECTION: STATEMENT COLLECTION
COLOR: EVENING BLUE

FACE BRICK
MANU: GLEN-GARY
COLOR: BORDEAUX

TRIM COLOR
MANU: SHERWIN WILLIAMS
COLLECTION: ESSENTIALS HIGHLIGHTS
COLOR: GAUNTLET GRAY SW 7019

DOOR COLOR
MANU: SHERWIN WILLIAMS
COLOR: IRON ORE SW 7069

ASPHALT SHINGLES
MANU: CERTAINTEED
COLLECTION: LANDMARK
COLOR: WEATHERED WOOD

TRIM COLOR
MANU: ALSIDE
COLOR: STORM G2

P550009-031

GIBBES STREET

PATIO DOOR FIXTURE

ENTRY FIXTURE

GARAGE FIXTURE

P560021-031 N

P560022-031 N

P560023-031 N

P550004-031 N

P540004-031 N

FINISH

● Textured Black - 031

POST LANTERN

P540004-031 Textured Black
9-1/2" dia., 26-7/8" ht.
Fits 3" post (order separately).
Three candelabra base lamps, each 60w max.

HANGING LANTERN

P560021-031 Textured Black
9-1/2" dia., 23-3/4" ht.
Overall ht. w/chain 99"; wire 10'.
Three candelabra base lamps, each 60w max.

SMALL WALL LANTERN

P560021-031 Textured Black
5-1/2" W., 15-1/8" ht.
Extends 7". H/CTR 5-7/8".
One medium base lamp, 100w max.

MEDIUM WALL LANTERN

P560022-031 Textured Black
7" W., 21-3/4" ht.
Extends 8-3/4". H/CTR 8-3/8".
Two candelabra base lamps, each 60w max.

LARGE WALL LANTERN

P560023-031 Textured Black
9-1/2" W., 30-5/8" ht.
Extends 11-1/4". H/CTR 10-3/4".
Three candelabra base lamps, each 60w max.

All fixtures shown with P7826-01 vintage lamp, not included.

N New Product

Agenda Item No. 3M

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	April 27, 2021
Agenda Item:	Consideration of an Economic Incentive Agreement – 1620 Milwaukee, LLC and McGrath 1620, Inc (d/b/a McGrath Acura of Libertyville) – 1620 S. Milwaukee Avenue
Staff Recommendation:	Approve Resolution
Staff Contact:	John P. Spoden, Community Development Director

---

Background: In December 2008, the Village Board adopted Business District Plan No. 2 in an effort to create an incentive mechanism that would allow the Village's auto dealerships to remain in the community and improve their facilities. The terms of the incentive program were amended by Ordinance 14-O-06. McGrath Acura of Libertyville has made application for incentive for its new site redevelopment effort within Business District No. 2.

The incentive payment amount will be calculated annually based upon 40% of the "new" sales taxes generated by the dealership. "New" sales taxes are determined based upon sales tax receipts each year of the agreement which exceed a "threshold" amount. The threshold amount will be determined based upon the average estimated sales of vehicles over a three-year term prior to application. A 1% municipal sales tax rate is collected on vehicle purchases.

Pursuant to the proposed agreement, the Village will continue to collect municipal sales tax receipts up to the threshold amount, plus 60% of any "new" receipts. Any incentive payments made to the applicant are dependent upon growth in sales tax above the identified threshold. The proposed Economic Incentive Agreement has a ten-year term with an option for the Village Board to extend the agreement for an additional five years.

Staff recommends approval of the proposed agreement. Four positive votes are required for approval.

VILLAGE OF LIBERTYVILLE

RESOLUTION NO. 21-R-_____

A RESOLUTION APPROVING AN ECONOMIC INCENTIVE AGREEMENT BY AND AMONG THE VILLAGE OF LIBERTYVILLE, 1620 MILWAUKEE, LLC AND MCGRATH 1620, INC. D/B/A MCGRATH ACURA OF LIBERTYVILLE

WHEREAS, 1620 Milwaukee, LLC (***"Owner"***) is the owner of record of the approximately 4.94-acre parcel located at 1620 South Milwaukee Avenue, Libertyville, Illinois (***"Property"***); and

WHEREAS, on December 9, 2008, pursuant to the Illinois Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3-1 *et seq.* (***"Business District Law"***), the Corporate Authorities of the Village adopted Ordinance No. 08-0-85: (i) establishing the South Milwaukee Avenue (IL 21) Business District No. 2 (***"District No. 2"***); and (ii) adopting a Development Plan for District No. 2, which Development Plan was subsequently amended on January 28, 2014, pursuant to Ordinance No. 14-O-06 (***"Development Plan"***); and

WHEREAS, District No. 2 comprises the property located east of Milwaukee Avenue, north of Hollister Drive, and south of the Elgin, Joliet and Eastern Railway; and

WHEREAS, as stated in the Development Plan, all businesses within District No. 2, and the majority of businesses located along nearby portions of Milwaukee Avenue, are automobile dealerships; and

WHEREAS, the Property is located within District No. 2; and

WHEREAS, at the time of adoption of District No. 2 and the Development Plan, approximately 18% of the Village's annual general revenues and 61% of the Village's total sales tax receipts were generated by automobile-related businesses; and

WHEREAS, as of the date hereof, automobile-related businesses remain a major source of sales tax revenue to the Village; and

WHEREAS, the Development Plan specifically contemplates that the Village may provide financial incentives to businesses within District No. 2 in order to offset the costs of public and site improvements necessary for development and redevelopment of the properties within District No. 2.; and

WHEREAS, McGrath 1620, Inc. d/b/a McGrath Acura of Libertyville (***"Taxpayer"***) leases the Property from the Owner for the purpose of operating an Acura automobile dealership on the Property (***"Dealership"***); and

WHEREAS, the Dealership has been a significant contributor to the economic stability of the Village through contributions of substantial sales tax revenues and employment opportunities; and

WHEREAS, in order to preserve the viability and success of the Dealership, the Taxpayer intends to remodel the Dealership and make significant improvements to the Property (the ***"Project"***), at a substantial cost to the Taxpayer; and

WHEREAS, the Project is expected to increase the Dealership's sales, thereby increasing sales tax revenues for the Village which assist, and will continue to assist, the Village in providing essential municipal services to members of the public; and

WHEREAS, the Village, the Owner, and the Taxpayer desire to enter into an economic incentive agreement (***"Agreement"***) to foster the long-term use and development of the Property and to enable the use of the Property in a manner that will enhance the business environment of the Village; and

WHEREAS, Section 3(a) of the Business District Law, 65 ILCS 5/11-74.3-3(a), authorizes the Village to enter into agreements for the sharing or rebate of sales taxes generated

by development or redevelopment of real property located within designated business districts; and

WHEREAS, the President and Board of Trustees have determined that entering into the Agreement with the Owner and the Taxpayer 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 among the Village, the Owner, and the Taxpayer 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 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 Agreement executed by the Owner and the Taxpayer; 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.

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

ECONOMIC INCENTIVE AGREEMENT BETWEEN AND AMONG THE VILLAGE OF LIBERTYVILLE, 1620 MILWAUKEE, LLC, AND MCGRATH 1620, INC. d/b/a MCGRATH ACURA OF LIBERTYVILLE

THIS ECONOMIC INCENTIVE AGREEMENT (***"Agreement"***) is made and entered into as of this 14th day of April, 2021, between and among the **VILLAGE OF LIBERTYVILLE**, an Illinois municipal corporation (***"Village"***), **1620 MILWAUKEE, LLC**, an Illinois limited liability company (***"Owner"***), and **MCGRATH 1620, INC. d/b/a MCGRATH ACURA OF LIBERTYVILLE**, an Illinois corporation (***"Taxpayer"***).

IN CONSIDERATION OF the recitals and mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Taxpayer and the Village hereby agree as follows:

SECTION 1. RECITALS.

A. The Owner is the owner of record of the approximately 4.94-acre parcel located at 1620 South Milwaukee Avenue, Libertyville, Illinois, and legally described in **Exhibit A** attached to and, by this reference, incorporated herein (***"Property"***).

B. On December 9, 2008, pursuant to the Illinois Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3-1 *et seq.* (***"Business District Law"***), the Corporate Authorities adopted Ordinance No. 08-0-85: (i) establishing the Village of Libertyville South Milwaukee Avenue (IL 21) Business District No. 2 (***"District No. 2"***); and (ii) adopting a Development Plan for District No. 2, which Development Plan was subsequently amended on January 28, 2014, pursuant to Ordinance No. 14-O-06 (***"Development Plan"***).

C. District No. 2 comprises the property located east of Milwaukee Avenue, north of Hollister Drive, and south of the Elgin, Joliet and Eastern Railway. As stated in the Development Plan, all businesses within District No. 2, and the majority of businesses located along nearby portions of Milwaukee Avenue, are automobile dealerships. The Property is located within District No. 2.

D. At the time of adoption of District No. 2 and the Development Plan, approximately 18% of the Village's annual general revenues, and 61% of the Village's total sales tax receipts, were generated by automobile-related businesses. As of the date of this Agreement, automobile-related businesses remain a major source of sales tax revenue to the Village.

E. The Development Plan specifically contemplates that the Village may provide financial incentives to businesses within District No. 2 in order to offset the costs of public and site improvements necessary for development and redevelopment of the properties within District No. 2.

F. The Taxpayer, the tenant of the Property, operates an Acura automobile dealership on the Property.

G. The Dealership has been a significant contributor to the economic stability of the Village through contributions of substantial sales tax revenues and employment opportunities.

H. In order to preserve the viability and success of the Dealership, the Taxpayer intends to remodel the Dealership and make significant improvements to the Property (collectively, the ***"Improvements"***), at a substantial cost to the Taxpayer. The Improvements made by the Taxpayer to the Property is expected to increase the Dealership's sales, thereby increasing sales tax revenues for the Village which assist, and will continue to assist, the Village in providing essential municipal services to members of the public.

I. The Village, the Owner, and the Taxpayer desire to enter into this Agreement to foster the long-term use and development of the Property and to enable the use of the Property in a manner that will enhance the business environment of the Village.

J. On _____, 2021, the Corporate Authorities adopted Resolution No. ____, in which they: (i) made all findings required by Section 8-11-20 of the Illinois Municipal Code, 65 ILCS 5/8-11-20, concerning the Sales Tax Rebate to be provided by the Village to the Taxpayer pursuant to this Agreement; and (ii) authorized the execution of this Agreement.

SECTION 2. DEFINITIONS. Whenever used in this Agreement, the following terms have the following meanings unless a different meaning is required by the context.

A. ***"Commencement Date"*** means the date established pursuant to Section 3 of this Agreement.

B. ***"Corporate Authorities"*** means the President and Village Board of the Village of Libertyville, Lake County, Illinois.

C. ***"Dealership"*** means the automobile dealership franchise owned and operated by the Taxpayer on the Property, and engaged in the sale of new and used Acura automobiles and related parts and services.

D. ***"Effective Date"*** means the date first written in the first paragraph of the first page of this Agreement.

E. ***"Force Majeure"*** means a strike, lockout, act of God, global, national or local pandemic or other factor beyond a party's reasonable control and reasonable ability to remedy; provided, however, that Force Majeure does not include (i) delays caused by weather conditions, unless those conditions are unusually severe or abnormal considering the time of year and the particular location of the subject property; and (ii) economic hardship, impracticability of performance, or commercial, economic, or market conditions.

F. ***"Gross Receipts"*** has the meaning ascribed to it in the Retailers' Occupation Tax Act.

G. ***"IDOR"*** means the State of Illinois Department of Revenue.

H. ***"Municipal Sales Tax"*** means that portion or component of the Sales Taxes generated by the Taxpayer from sales on any portion of the Property that the Village actually receives from the State of Illinois.

I. ***"New Sales Tax"*** means the amount equal to the amount of Municipal Sales Tax generated in a Sales Tax Year minus the Tax Threshold.

J. ***"Parties"*** means the Village, the Owner, and the Taxpayer, collectively.

K. ***"Project Costs"*** means the costs actually incurred by the Taxpayer for the completion of the Improvements.

L. ***"Requirements of Law"*** has the meaning set forth in Section 4.I of this Agreement.

M. ***"Retailers' Occupation Tax Act"*** means the Illinois Retailers' Occupation Tax Act, 35 ILCS 120/1 *et seq.*, as the same has been, and may, from time to time hereafter be, amended.

N. ***"Sales Taxes"*** means only those taxes imposed and collected by the State of Illinois pursuant to the Retailer's Occupation Tax Act, the Service Use Tax Act, 35 ILCS 110/1 *et seq.*, the Service Occupation Tax Act, 35 ILCS 115/1 *et seq.*, and the Use Tax Act, 35 ILCS 105/1 *et seq.*, including, without limitation, a vehicle lease tax that is substituted, in whole or in part, for any or all of the foregoing.

O. ***"Sales Tax Rebate"*** means the rebate payment to the Taxpayer of a portion of the Municipal Sales Taxes that the Village receives and that it is required to make pursuant to this Agreement.

P. ***"Sales Tax Year"*** means the period of time commencing on the Commencement Date and ending on the immediately following December 31; and each of the subsequent 12-month periods thereafter, through December 31, 2031.

Q. ***"Tax Threshold"*** means $[redacted] which is the annual average amount of sales tax receipts attachable to the Taxpayer's operation of an Acura dealership for calendar years 2018, 2019, and 2020 on the Property, as determined by IDOR.

SECTION 3. COMMENCEMENT OF SALES TAX REBATE.

The "Commencement Date" under this Agreement is hereby declared to be the first January 1 after the occurrence of both of the following: (1) completion by the Taxpayer of all of the Improvements on the Property; and (2) issuance by the Village of a final certificate of occupancy for the operation of an Acura Dealership on the Property. In the event that a temporary or final certificate of occupancy is not issued on or before December 31, 2021, then any Party will have the right to terminate this Agreement upon the provision of written notice to the other Parties.

SECTION 4. SALES TAX REBATE.

A. **Maximum Total Rebate.** The maximum amount in Sales Tax Rebates that the Village will be required to remit to the Taxpayer under this Agreement is the lesser of: (1) 50% of the actual Project Costs incurred by the Taxpayer; and (2) $3,000,000.00 (***"Maximum Total Rebate"***). Under no circumstances will the Village have any obligation whatsoever to pay more than the Maximum Total Rebate to the Taxpayer pursuant to this Agreement. If the Taxpayer has not earned the Maximum Total Rebate upon the expiration of the Term of this Agreement, the Taxpayer may request the extension of the Term for up to five additional years. The Village agrees to consider any such request, but will have no obligation to approve any extension.

B. **Completion of Improvements and Verification of Project Costs.** Notwithstanding any provision of this Agreement to the contrary, the Village will not have any obligation to pay any Sales Tax Rebate to the Taxpayer prior to completion of all Improvements by the Taxpayer, and submission by the Taxpayer to the Village of verification of payment of all Project Costs, all to the satisfaction of the Village Administrator.

C. **Calculation of Sales Tax Rebate.** Beginning on the Commencement Date, the Village will pay to the Taxpayer 40 percent of the New Sales Tax generated by the Taxpayer on the Property during each Sales Tax Year, up to the Maximum Total Rebate. The Village will have no obligation to pay any Sales Tax Rebate to the Taxpayer for any Sales Tax Year in which the New Sales Tax is a negative number.

D. **Village Payment.**

1. Within 120 days after the end of the 12th month of each Sales Tax Year, and after the Village receives the summary of Sales Taxes paid from the Property for the applicable year from IDOR, the Village will pay the applicable Sales Tax Rebate for that particular Sales Tax Year to the Taxpayer, based on the records of IDOR. If, for any reason, the State of Illinois fails to distribute the Municipal Sales Tax revenue to the Village in sufficient time for the Village to make the annual payments, the Village must provide notice of that fact to the Taxpayer. In that event, the Village must make the required Sales Tax Rebate payment within 60 days after the date on which the Village actually receives the Municipal Sales Tax revenue due the Village for the applicable annual payment period.

2. If at the end of any Sales Tax Year, the Village identifies the need to adjust and reconcile the amount of any Sales Tax Rebate payment to account for any provision of this Agreement or to account for the amount of Sales Tax actually paid by the State of Illinois to the Village, the Village and the Taxpayer agree to cooperate with each other to accomplish the reconciliation. To the extent necessary in that circumstance, as determined by the Village, the parties agree that the Village may require the Taxpayer to submit such specified financial statements and copies of the applicable State of Illinois Sales Tax Reports from the Property as are necessary to verify the amount of Sales Tax collected from operations at the Property. Any information received by the Village from the Taxpayer under this Agreement will be kept confidential to the extent allowed by the Requirements of Law.

E. **Change in the Law**.

1. The Village and the Taxpayer acknowledge and agree that the Village's obligation to pay the Sales Tax Rebate to the Taxpayer is predicated on existing State law governing the distribution of Sales Taxes to the Village, including, without limitation, the Retailers' Occupation Tax Act. The Village and the Taxpayer further acknowledge that the General Assembly of the State has, from time to time, considered proposals to modify or eliminate the distribution of Sales Taxes to Illinois municipalities. The Village and the Taxpayer make express provision for the effect of any change upon the operation of this Agreement in Section 4.E.2 of this Agreement.

2. In the event that the State of Illinois amends or repeals the Retailers' Occupation Tax Act or makes any other promulgation, enactment, or change that eliminates the distribution of Sales Taxes to the Village, or otherwise alters the distribution formula in a manner that prevents the Village and the Taxpayer from determining with a reasonable degree of certainty the amount of the Municipal Sales Tax (***"Change in Law"***), the provisions of this Agreement with regard to Municipal Sales Tax generated from the Property on or after the effective date of the Change in Law will automatically terminate and become null and void and be of no further force or effect, and the Village will have no obligation whatsoever to pay to the Taxpayer any of the Municipal Sales Tax generated on or after the effective date of the Change in Law. However, if, at any time during the term of this Agreement, the State of Illinois effects another Change in Law that either results in the distribution of Sales Taxes to the Village or allows the Village and the Taxpayer to determine with a reasonable degree of certainty the amount of the Municipal Sales Tax, the provisions of this Agreement with regard to Municipal Sales Tax generated from the Property will automatically be reinstated and will continue through the remainder of the term of this Agreement, subject to the maximum total rebate set forth in Section 4.A of this Agreement.

3. If a Change in Law results in replacement taxes for the Sales Taxes directly resulting from Gross Receipts from the Property as contemplated hereunder, then, for purposes of this Agreement, the replacement taxes will be defined as Sales Taxes, subject in all respects to the Village's actual receipt of its portion of the replacement taxes as well as the Village's authority under state law to provide for rebate of the replacement taxes, as contemplated herein.

4. If there is a Change in Law, the parties will cooperate with each other to accomplish the intent of this Agreement as set forth in Section 1 of this Agreement.

F. **No Guarantee**. The parties acknowledge and agree that none of the terms, conditions, or provisions of this Agreement are to be construed, deemed, or interpreted as either: (1) a guarantee that the Village will receive any Sales Taxes as a result of the operation of an Acura Dealership on the Property; or (2) a requirement or obligation by the Taxpayer to generate Gross Receipts from the Property.

G. **Limited Liability**. Notwithstanding any other provision of this Agreement to the contrary, the Village's obligation to pay the Sales Tax Rebate payments is not and will not be a general debt of the Village or a charge against its general credit or taxing powers, but is and will be a special limited obligation payable solely out of the Municipal Sales Tax received by the Village, as specifically defined in Section 2 of this Agreement. The Taxpayer

has and will have no right to, and agrees that it may not, compel any exercise of the taxing power of the Village to pay the Sales Tax Rebate payments, and no execution of any claim, demand, cause of action or judgment may be levied upon or collected from the general credit, general funds or other property of the Village. No recourse may be had for any payment pursuant to this Agreement against any past, present, or future director, member, elected or appointed officer, official, agent, representative, employee, or attorney of the Village in his or her individual capacity.

H. **Closure; Refund of Rebate**.

1. In the event that, at any time on or before December 31, 2031, the Taxpayer abandons, closes, or terminates the use of the Property for a Acura Dealership (***"Closure"***), then: (a) the provisions of this Agreement with regard to Municipal Sales Tax generated from the Property will, as of the date of the Closure, automatically terminate and become null and void and be of no further force or effect, and the Village will have no obligation whatsoever to perform any of the Municipal Sales Tax Rebate obligations in Section 4 of this Agreement; and (b) within one year after the date of Closure, the Taxpayer must refund to the Village a portion of the Sales Tax Rebate received by the Taxpayer prior to the date of the Closure, as follows:

Date of Closure	% of Sales Tax Rebate Payments to be Refunded
Prior to 5/1/23	0%
5/1/23 – 4/30/24	90%
5/1/24 – 4/30/25	80%
5/1/25 – 4/30/26	70%
5/1/26 – 4/30/27	60%
5/1/27 – 4/30/28	50%
5/1/28 – 4/30/29	40%
5/1/29 – 4/30/30	30%
5/1/30 – 4/30/31	20%
5/1/31 – 12/31/31	10%

2. The Taxpayer must provide the Village with no less than 60 days written notice prior to any abandonment, closure, or termination of the use of the Property for the Acura Dealership.

3. The parties agree that the replacement of the Acura Dealership with another new automobile dealership for a different manufacturer, or the transfer of legal or beneficial interest in all or any portion of either of the Property or any of the Dealership in accordance with Section 13.C of this Agreement, does not constitute a Closure for purposes of this Agreement.

I. **Limitations on Payment of Sales Tax Rebate**. The Taxpayer acknowledges and agrees that the Property must be used and maintained in strict compliance with all applicable Village codes, ordinances, and regulations (collectively, the ***"Requirements of Law"***), and that if the Taxpayer fails to comply in all material respects with the Requirements of Law or cure any defects within the time allowed herein, the Village

will have the right to suspend payment of the Sales Tax Rebate for the period that the Taxpayer is not in material compliance with the Requirements of Law, and the Village will have no further obligation to provide any Sales Tax Rebate to the Taxpayer until the Village determines in its reasonable discretion that the Taxpayer is in material compliance with the Requirements of Law, at which time all suspended payments will be remitted to the Taxpayer. A legal nonconformity created as a result of the Village's amendment to the Requirements of Law subsequent to the Commencement Date will not constitute a failure of the Taxpayer to comply with the Requirements of Law.

J. **Commitment to Fair Employment Practices and Affirmative Action; Prevailing Wage**. If and to extent applicable in accordance with the Requirements of Law, the Taxpayer must comply with the requirements pertaining to fair employment practices and affirmative action described in the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), as may be applicable.

SECTION 5. [RESERVED].

SECTION 6. NON-COMPETE REQUIREMENTS.

The Taxpayer hereby agrees, and covenants on behalf of its owners, officers, shareholders, and members, that, at no time prior to May 1, 2031, or within three years after the Closure of the Dealership, neither Taxpayer nor any of its owners, officers, shareholders, or members will hold any ownership interest in, or participate in or assist in any way the operation of, any automobile dealership located within a 10-mile radius of the Property that engages in the sale of new Acura automobiles. If the Taxpayer or any of its owners, officers, shareholders, or members violate this Section 6, the Taxpayer must refund to the Village a portion of the Sales Tax Rebate, in accordance with Section 4.H.1 of this Agreement.

SECTION 7. FORCE MAJEURE.

Except as expressly provided to the contrary in this Agreement, whenever a period of time is provided for in this Agreement for any Party to perform any act or obligation, and that Party is unable to perform or complete the act or obligation because of a Force Majeure, then upon the occurrence of the Force Majeure, the time period for the performance and completion of the acts or obligations will be extended automatically for a reasonable time to accommodate the delay caused by the Force Majeure.

SECTION 8. LITIGATION AND DEFENSE OF AGREEMENT/INDEMNITY.

A. **Litigation**. If, during the term of this Agreement, any lawsuits or proceedings are filed or initiated against either party before any court, commission, board, bureau, agency, unit of government or sub-unit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of either party to perform its obligations under, or otherwise to comply with, this Agreement (***"Litigation"***), the party against which the Litigation is filed or initiated must promptly deliver a copy of the complaint or charge related thereto to the other Parties, and must thereafter keep the other Parties fully informed concerning all aspects of the Litigation.

B. **Defense**. The Parties must use their respective best efforts to defend the validity of this Agreement, and all ordinances and resolutions adopted and agreements executed by such party pursuant to this Agreement, including every portion thereof and every approval given, and every action taken, pursuant thereto. Each Party will have the right to retain its own independent legal counsel, at its own expense, for any matter. The Parties agree to reasonably cooperate with each other to carry out the purpose and intent of this Agreement.

C. **No Liability for Village Review**. The Owner and the Taxpayer acknowledge and agree that: (i) the Village is not, and will not be, in any way liable for any violations of restrictive covenants applicable to the Property that may occur, or for any damages or injuries that may be sustained, as the result of the Village's review and approval of any plans for the Property, or as a result of the issuance of any approvals, permits, certificates, or acceptances relating to the use and development of the Property; and (2) the Village's review and approval of any of the plans and the issuance of any of the approvals, permits, certificates, or acceptances does not, and will not, in any way, be deemed to insure the Owner or the Taxpayer, or any of their respective heirs, successors, assigns, tenants, or licensees, or any third party, against restrictive covenant violations or damage or injury of any kind at any time.

D. **Village Procedures**. The Owner and the Taxpayer acknowledge that notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement, and agree not to challenge any of those actions on the grounds of any procedural infirmity or of any denial of any procedural right.

E. **Indemnity**. The Owner and the Taxpayer agree to, and do hereby, hold harmless and indemnify the Village, the Corporate Authorities, all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all third-party claims that may, at any time, be asserted against any of those parties in connection with (i) the Village's review and approval of any plans, or the issuance of any approvals, permits, certificates, or acceptances relating to the use and development of the Property; (ii) any actions taken by the Village pursuant to this Agreement; (iii) the development, construction, and maintenance of the Property; and (iv) the performance by the Taxpayer of its obligations under this Agreement and all related ordinances, resolutions, or other agreements.

F. **Defense Expenses**. The Taxpayer hereby agrees to pay, without protest, all expenses incurred by the Village in defending itself with regard to any and all of the claims identified in Section 8.E of this Agreement. These expenses may include, without limitation: (1) all out-of-pocket expenses, including attorneys' and experts' fees, not to exceed their usual and customary fee rates to the Village; and (2) the reasonable value of any services rendered by any employees of the Village, not to exceed their actual salaries.

SECTION 9. TERM.

This Agreement will be in full force and effect for a period commencing on the Commencement Date and through the first to occur of: (a) December 31, 2031; and (b) the date on which or until the Taxpayer receives the Maximum Total Rebate payments from the Village pursuant to the terms of this Agreement (***"Term"***); provided, however, that the

Village's obligation to make Sales Tax Rebate payments will survive the expiration of the Term to the extent that the Village has not at that time received from the State the Municipal Sales Taxes from which the Sales Tax Rebate payments will be made. During the Term, this Agreement inures to the benefit of and is enforceable by the Taxpayer and the Village, and any of their respective permitted legal representatives, heirs, grantees, successors, and assigns.

SECTION 10. RELEASE OF INFORMATION.

A. **State of Illinois Reports and Data**. The Taxpayer agrees to execute and provide all documentation necessary to cause the Illinois Department of Revenue to release to the Village the Sales Tax generated by the Taxpayer from the Property, including copies of State of Illinois Sales Tax Reports, during each of the Sales Tax Years pursuant to applicable State law. Any information received by the Village from the Taxpayer under this Agreement will be kept confidential to the extent allowed by the Requirements of Law. Failure by the Taxpayer to execute and provide the documentation required by this Section 10.A will relieve the Village from performance of any duty or obligation under this Agreement until such time as the Taxpayer has cured such failure.

B. **State Audits and Refunds**. The Taxpayer must timely notify the Village if it initiates any protest or audit of the Sales Taxes remitted from the Property to the State of Illinois, and if the State of Illinois refunds or credits to the Taxpayer any portion of the remitted Sales Taxes as a result of the protest or audit. In the event of such a refund or credit, the Village will be entitled to deduct an amount equal to the refunded or credited amount from subsequent payments of Sales Tax Rebates made pursuant to this Agreement.

SECTION 11. PAYMENT OF VILLAGE FEES AND COSTS.

In addition to any other costs, payments, fees, charges, contributions, or dedications specifically required by this Agreement, the Taxpayer must pay to the Village, as and when due, all application, inspection, and permit fees, all other fees, charges, and contributions required by applicable Village codes, ordinances, resolutions, rules, or regulations, and all third-party legal, engineering, and other consulting or administrative fees, costs, and expenses incurred or accrued in connection with the negotiation, preparation, consideration, and review of this Agreement.

SECTION 12. ENFORCEMENT.

A. **Enforcement.** The parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance (including, without limitation, payment by the Village to the Taxpayer of payments due to Taxpayer under this Agreement), enforce or compel the performance of this Agreement; provided, however, that the Taxpayer agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village, or any past, present, or future director, member, elected or appointed officer, official, agent, representative, employee, or attorney, of the Village on account of the negotiation, execution, or breach of this Agreement. In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the Village will be entitled to withhold the issuance of building permits or certificates of occupancy for any and all buildings and

structures within the Property at any time when the Taxpayer has failed or refused to meet fully any of its obligations under this Agreement. In the event of a judicial proceeding brought by one party to this Agreement against the other party to this Agreement pursuant to this Section, the prevailing party will be entitled to reimbursement from the unsuccessful party of all costs and expenses, including without limitation reasonable attorneys' fees, incurred in connection with the judicial proceeding.

B. **Notice and Cure.** Neither party may exercise the right to bring any suit, action, mandamus, or any other proceeding pursuant to Section 12.A of this Agreement without first providing written notice to the other party of the breach or alleged breach and allowing 15 days to cure the breach or alleged breach. If the breach cannot be cured within the 15-day period (***"Time for Cure"***), then the Time for Cure will be extended accordingly, provided that the notified party has promptly commenced to cure the breach within the Time for Cure and continued to prosecute the cure of the breach with diligence.

SECTION 13. NATURE, SURVIVAL, AND TRANSFER OF OBLIGATIONS.

A. **Obligations.** The parties agree that all charges payable pursuant to this Agreement, together with interest and costs of collection, including attorneys' fees, constitute both the personal obligation of the party liable for its payment, and the successors of that party.

B. **Binding Effect.** The Taxpayer acknowledges and agrees that this Agreement is binding upon the Taxpayer, and any and all of its heirs, successors, permitted assigns, and successor owners of record of all or any portion of the Dealership.

C. **Transferee Assumption**. To assure that any potential heir, successor, or permitted assign has notice of this Agreement and the benefits and obligations created by it, the Taxpayer agrees to require, prior to the transfer of a legal or beneficial interest in all or any portion of the Dealership, the transferee to execute an enforceable transferee assumption agreement in a form acceptable to the Village Attorney (***"Transferee Assumption Agreement"***). The Village agrees that, upon a successor becoming bound to the personal obligation created in this Agreement in the manner provided, the liability of the Taxpayer or other predecessor obligor will be released to the extent of the transferee's assumption of liability. The Taxpayer agrees to notify the Village in writing at least 30 days prior to the date on which the Taxpayer proposes to transfer a legal or beneficial interest in all or any portion of the Dealership to a transferee. The Taxpayer must, at the same time, provide the Village with a fully executed copy of the Transferee Assumption Agreement.

D. **Transfer Defined**. For purposes of this Agreement, the term "transfer" includes any assignment, transfer, sale, transfer to a receiver or to a trustee in bankruptcy, transfer in trust, or other disposition of the Dealership, in whole or in part, by voluntary or involuntary sale, foreclosure, restructuring, merger, sale and leaseback, consolidation, or otherwise.

E. **Prohibited Assignments**. It is the express intent of the parties that, except as expressly provided or allowed herein, this Agreement, and all of the rights and privileges granted herein, are for the sole and exclusive benefit of the Taxpayer for operation of an Acura Dealership on the Property. Accordingly, notwithstanding any provision of this

Agreement, in the event that the Taxpayer does, or attempts to, voluntarily or involuntarily transfer its interest in the Dealership, in whole or in part, without the prior consent of the Corporate Authorities, which consent may be granted or denied in the sole and absolute discretion of the Corporate Authorities, this Agreement, and all of the rights and privileges granted herein, will, at the option of the Village, become null and void and be of no force or effect.

SECTION 14. REPRESENTATIONS AND WARRANTIES.

In order to induce the Village to enter into this agreement and to adopt the ordinances and grant the rights herein provided for, the Taxpayer hereby warrants and represents to the Village as follows:

A. The Taxpayer is a duly organized, validly existing corporation in good standing under the laws of the State of Illinois.

B. The Taxpayer has the corporate authority and the legal right to make, deliver, execute, and perform this Agreement and has taken all necessary corporate, partnership, and venture actions to authorize the execution, delivery, and performance of this Agreement.

C. All necessary consents of any board of directors, shareholders, creditors, investors, partners, judicial, or administrative bodies, governmental authorities, or other parties including specifically, but without limitation, all secured parties referenced on ***Exhibit B*** regarding the execution and delivery of this Agreement have been obtained.

D. The consent or authorization of, filing with, or other act by or in respect of any governmental authority (other than the Village, and the State of Illinois with respect to distribution of Sales Taxes) is required in connection with the execution, delivery, performance, validity, or enforceability of this Agreement.

E. The individuals executing this Agreement on behalf of the Taxpayer have the power and authority to execute and deliver this Agreement on behalf of the Taxpayer.

F. The execution, delivery, and performance of this Agreement: (i) is not prohibited by any Requirement of Law or under any contractual obligation of the Taxpayer; (ii) will not result in a breach or default under any agreement to which the Taxpayer is a party or to which the Taxpayer, in whole or in part, is bound; and (iii) will not violate any restriction, court order, or agreement to which the Taxpayer or the Property, in whole or in part, is or are subject.

SECTION 15. GENERAL PROVISIONS.

A. **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.

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

C. **Notices**. Any notice, communication, or demand required or permitted to be given under this Agreement must be in writing and must be delivered: (i) personally, (ii) by a reputable overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise provided in this Agreement, notices will be deemed received after the first to occur of: (a) the date of actual receipt; or (b) the date that is one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party to this Agreement has 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 will be effective until actually received.

Notices and communications to the Village must 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:

Elrod Friedman LLP
325 N. LaSalle St., Suite 450
Chicago, Illinois 60654
Attention: Hart M. Passman, Village Attorney

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

1620 Milwaukee, LLC
2020 N. Randall Road
Elgin, IL 60123
Attention: Chris McGrath

With a copy to:

_____
_____
_____
Attention: _____

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

McGrath 1620, Inc. d/b/a McGrath Acura of Libertyville
1620 S. Milwaukee Ave.
Libertyville, IL 60048
Attention: Chris McGrath

With a copy to:

_____

_____

_____

Attention: _____

D. **Governing Law**. This Agreement is to be governed by, and enforced in accordance with, the internal laws, but not the conflict of laws rules, of the State of Illinois.

E. **Interpretation**. This Agreement is to 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 is to 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 is not applicable to this Agreement.

F. **Change in Laws**. Except as otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations of any kind includes the laws, ordinances, rules, or regulations of any kind as they may be amended or modified from time to time hereafter.

G. **Headings**. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

H. **Time of Essence**. Time is of the essence in the performance of this Agreement.

I. **No Third Party Beneficiaries**. Except as expressly provided in this Agreement, no claim as a third party beneficiary under this Agreement by any person, firm, or corporation may be made or will be valid against any Party.

J. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated.

K. **Calendar Days and Time.** Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" means calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

L. **Exhibits.** Exhibits A and B are attached to this Agreement, and 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 will control.

M. **Counterparts**. This Agreement may be executed in several counterparts, each of which, when executed, is to be deemed to be an original, but all of which together constitute one and the same instrument.

N. **Waiver.** None of the Parties are or will be under any obligation to exercise any of the rights granted to them in this Agreement except as it determines to be in its best interest from time to time. The failure of any Party to exercise at any time any of those rights is not to be deemed or construed as a waiver of that right, nor will the failure void or affect that Party's right to enforce those rights or any other rights.

O. **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 are cumulative and are not exclusive of any other rights, remedies, and benefits allowed by law.

P. **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 must be in writing.

Q. **Grammatical Usage and Construction.** In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

R. **Village Authority to Execute.** The Village hereby warrants and represents to the Owner and the Taxpayer that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

ATTEST:

VILLAGE OF LIBERTYVILLE

Village Clerk

Village President

ATTEST:

1620 MILWAUKEE, LLC

By: _____

Its: COO

By: _____

Its: Manager

ATTEST:

MCGRATH 1620, INC. d/b/a MCGRATH ACURA OF LIBERTYVILLE

By: _____

Its: COO

By: _____

Its: CFO

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

This instrument was acknowledged before me on _____, 2021 by Terry L. Weppler, the Village President of the **VILLAGE OF LIBERTYVILLE**, an Illinois municipal corporation, and by Sally Kowal, the Village Clerk of said municipal corporation.

Notary Public

My Commission Expires:

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, Kelly M Chrzanowski a Notary Public in and for said County, in the State aforesaid, do hereby certify that Gary McEnath, personally known to me to be the Manager of **1620 MILWAUKEE, LLC**, an Illinois limited liability company, and David McEnath, personally known to me to be the COO of said limited liability company, appeared before me this day in person and acknowledged that as such Manager and COO, they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of **1620 MILWAUKEE, LLC**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of April, 2021.

Notary Public KS Mah

My Commission Expires: 10/16/2021

(SEAL)

Official Seal
Kelly M Chrzanowski
Notary Public State of Illinois
My Commission Expires 10/16/2021

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, Kelly M Chrzanowski a Notary Public in and for said County, in the State aforesaid, do hereby certify that Christopher McGrath, personally known to me to be the CFO of **MCGRATH 1620, INC. d/b/a MCGRATH ACURA OF LIBERTYVILLE**, an Illinois corporation, and David McGrath, personally known to me to be the COO of said corporation, appeared before me this day in person and acknowledged that as such CFO and COO, they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of **MCGRATH 1620, INC. d/b/a MCGRATH ACURA OF LIBERTYVILLE**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of April, 2021.

Notary Public KM Chrz

My Commission Expires: 10/16/2021

(SEAL)

Official Seal
Kelly M Chrzanowski
Notary Public State of Illinois
My Commission Expires 10/16/2021

EXHIBIT A

Legal Description of the Property

P.I.N.: 11-33-202-002

Commonly known as 1620 S. Milwaukee Avenue, Libertyville, Illinois.

Proper Title, LLC
as an Agent for Chicago Title Insurance Company
1530 E. DUNDEE ROAD, SUITE 250, PALATINE, IL 60067

SCHEDULE C

PROPERTY DESCRIPTION

The land referred to in this Policy is described as follows:

LOT 2 IN LIBERTY PARK SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 33 AND A PART OF THE WEST 1/2 OF SECTION 34, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 3, 1985 AS DOCUMENT 2352994, IN LAKE COUNTY, ILLINOIS.

Parcel ID(s): 11-33-202-002

EXHIBIT B

List of Secured Parties

- Comerica - Detroit, MI

Agenda Item No. 3N

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	April 27, 2021
Agenda Item:	Consideration of an Economic Incentive Agreement – Napleton Properties, LLC and Napleton 1050, Inc (d/b/a Napleton Cadillac of Libertyville) – 1050 S. Milwaukee Avenue
Staff Recommendation:	Approve Resolution
Staff Contact:	John P. Spoden, Community Development Director

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Background: In December 2008, the Village Board adopted Business District Plan No. 1 in an effort to create an incentive mechanism that would allow the Village's auto dealerships to remain in the community and improve their facilities. The terms of the incentive program were amended by Ordinance 14-O-05.

The Village initially entered into an agreement with Weil Cadillac, Inc in 2013 granting an economic incentive related to a site improvement project within Business District No.1. The dealership and property were subsequently purchased by the Napleton Auto Group who assumed the existing agreement terms for the renamed Napleton Cadillac of Libertyville dealership. Napleton has made application for incentive for its new site redevelopment effort and has requested ending the terms of the existing agreement and establishing a new agreement based on the new improvement project.

The incentive payment amount will be calculated annually based upon 40% of the "new" sales taxes generated by the dealership. "New" sales taxes are determined based upon sales tax receipts each year of the agreement which exceed a "threshold" amount. The threshold amount will be determined based upon the average estimated sales of vehicles over a three-year term prior to application. A 1% municipal sales tax rate is collected on vehicle purchases.

Pursuant to the proposed agreement, the Village will continue to collect municipal sales tax receipts up to the threshold amount, plus 60% of any "new" receipts. Any incentive payments made to the applicant are dependent upon growth in sales tax above the identified threshold. The proposed Economic Incentive Agreement has a ten-year term with an option for the Village Board to extend the agreement for an additional five years.

Staff recommends approval of the proposed agreement. Four positive votes are required for approval.

VILLAGE OF LIBERTYVILLE

RESOLUTION NO. 21-R-_____

A RESOLUTION APPROVING AN ECONOMIC INCENTIVE AGREEMENT BY AND AMONG THE VILLAGE OF LIBERTYVILLE, NAPLETON PROPERTIES, L.L.C., AND NAPLETON 1050 INC. D/B/A NAPLETON CADILLAC OF LIBERTYVILLE

WHEREAS, Napleton Properties, L.L.C. (***"Owner"***) is the owner of record of the approximately 5.48-acre parcel located at 1050 South Milwaukee Avenue, Libertyville, Illinois (***"Property"***); and

WHEREAS, on December 9, 2008, pursuant to the Illinois Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3-1 *et seq.* (***"Business District Law"***), the Corporate Authorities of the Village adopted Ordinance No. 08-O-84: (i) establishing the Village of Libertyville South Milwaukee Avenue (IL 21) Business District No. 1 (***"District No. 1"***); and (ii) adopting a Development Plan for District No. 1, which Development Plan was subsequently amended on January 28, 2014, pursuant to Ordinance No. 14-O-05 (***"Development Plan"***); and

WHEREAS, District No. 1 comprises that portion of Milwaukee Avenue located within the Village and south of Condell Drive; and

WHEREAS, as stated in the Development Plan, the majority of businesses within District No. 1 are automobile dealerships; and

WHEREAS, the Property is located within District No. 1; and

WHEREAS, at the time of adoption of District No. 1 and the Development Plan, approximately 18% of the Village's annual general revenues and 61% of the Village's total sales tax receipts were generated by automobile-related businesses; and

WHEREAS, as of the date of the date hereof, automobile-related businesses remain a major source of sales tax revenue to the Village; and

WHEREAS, the Development Plan specifically contemplates that the Village may provide financial incentives to businesses within District No. 1 in order to offset the costs of public and site improvements necessary for development and redevelopment of the properties within District No. 1.; and

WHEREAS, Napleton 1050 Inc. d/b/a Napleton Cadillac of Libertyville (***"Taxpayer"***) leases the Property from the Owner for the purpose of operating a Cadillac automobile dealership on the Property (***"Dealership"***); and

WHEREAS, the Dealership has been a significant contributor to the economic stability of the Village through contributions of substantial sales tax revenues and employment opportunities; and

WHEREAS, in order to preserve the viability and success of the Dealership, the Taxpayer intends to expand the Dealership and make significant improvements to the Property (the ***"Project"***), at a substantial cost to the Taxpayer; and

WHEREAS, the Project is expected to increase the Dealership's sales, thereby increasing sales tax revenues for the Village which assist, and will continue to assist, the Village in providing essential municipal services to members of the public; and

WHEREAS, the Village, the Owner, and the Taxpayer desire to enter into an economic incentive agreement (***"Agreement"***) to foster the long-term use and development of the Property and to enable the use of the Property in a manner that will enhance the business environment of the Village; and

WHEREAS, Section 3(a) of the Business District Law, 65 ILCS 5/11-74.3-3(a), authorizes the Village to enter into agreements for the sharing or rebate of sales taxes generated by development or redevelopment of real property located within designated business districts; and

WHEREAS, the President and Board of Trustees have determined that entering into the Agreement with the Owner and the Taxpayer 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 among the Village, the Owner, and the Taxpayer 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 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 Agreement executed by the Owner and the Taxpayer; 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.

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

ECONOMIC INCENTIVE AGREEMENT BETWEEN AND AMONG THE VILLAGE OF LIBERTYVILLE, NAPLETON PROPERTIES, LLC, AND NAPLETON 1050 INC. d/b/a NAPLETON CADILLAC OF LIBERTYVILLE

THIS ECONOMIC INCENTIVE AGREEMENT (***"Agreement"***) is made and entered into as of this _____ day of _____, 2021, between and among the **VILLAGE OF LIBERTYVILLE**, an Illinois municipal corporation (***"Village"***), **NAPLETON PROPERTIES, LLC**, an Illinois limited liability company (***"Owner"***), and **NAPLETON 1050 INC. d/b/a NAPLETON CADILLAC OF LIBERTYVILLE**, an Illinois corporation (***"Taxpayer"***).

IN CONSIDERATION OF the recitals and mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Taxpayer and the Village hereby agree as follows:

SECTION 1. RECITALS.

A. The Owner is the owner of record of the approximately 5.48-acre parcel located at 1050 South Milwaukee Avenue, Libertyville, Illinois, and legally described in **Exhibit A** attached to and, by this reference, incorporated herein (***"Property"***).

B. On December 9, 2008, pursuant to the Illinois Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3-1 *et seq.* (***"Business District Law"***), the Corporate Authorities adopted Ordinance No. 08-O-84: (i) establishing the Village of Libertyville South Milwaukee Avenue (IL 21) Business District No. 1 (***"District No. 1"***); and (ii) adopting a Development Plan for District No. 1, which Development Plan was subsequently amended on January 28, 2014, pursuant to Ordinance No. 14-O-05 (***"Development Plan"***).

C. District No. 1 comprises that portion of Milwaukee Avenue located within the Village and south of Condell Drive. As stated in the Development Plan, the majority of businesses within District No. 1 are automobile dealerships. The Property is located within District No. 1.

D. At the time of adoption of District No. 1 and the Development Plan, approximately 18% of the Village's annual general revenues, and 61% of the Village's total sales tax receipts, were generated by automobile-related businesses. As of the date of this Agreement, automobile-related businesses remain a major source of sales tax revenue to the Village.

E. The Development Plan specifically contemplates that the Village may provide financial incentives to businesses within District No. 1 in order to offset the costs of public and site improvements necessary for development and redevelopment of the properties within District No. 1.

F. In accordance with the Business District Law and the Development Plan, the Village and Weil Cadillac, Inc., the prior owner of the Property (***"Weil"***), entered into a Development Agreement dated April 23, 2013, for the provision of economic incentive payments by the Village to Weil, which Agreement was subsequently amended pursuant to

that certain Amendment to Development Agreement dated January 6, 2014 (as amended, the ***"Existing Agreement"***).

G. On June 20, 2016, pursuant to Section 4 of the Existing Agreement, Weil transferred its rights and obligations under the Existing Agreement to the Owner and to the Taxpayer.

H. The Taxpayer, the tenant of the Property, operates a Cadillac automobile dealership on the Property.

I. The Dealership has been a significant contributor to the economic stability of the Village through contributions of substantial sales tax revenues and employment opportunities.

J. In order to preserve the viability and success of the Dealership, the Taxpayer intends to expand the Dealership and make significant improvements to the Property (collectively, the ***"Improvements"***), at a substantial cost to the Taxpayer. The Improvements made by the Taxpayer to the Property is expected to increase the Dealership's sales, thereby increasing sales tax revenues for the Village which assist, and will continue to assist, the Village in providing essential municipal services to members of the public.

K. The Village, the Owner, and the Taxpayer desire to enter into this Agreement to foster the long-term use and development of the Property and to enable the use of the Property in a manner that will enhance the business environment of the Village.

L. On _____, 2021, the Corporate Authorities adopted Resolution No. ____, in which they: (i) made all findings required by Section 8-11-20 of the Illinois Municipal Code, 65 ILCS 5/8-11-20, concerning the Sales Tax Rebate to be provided by the Village to the Taxpayer pursuant to this Agreement; and (ii) authorized the execution of this Agreement.

SECTION 2. DEFINITIONS. Whenever used in this Agreement, the following terms have the following meanings unless a different meaning is required by the context.

A. ***"Commencement Date"*** means the date established pursuant to Section 3 of this Agreement.

B. ***"Corporate Authorities"*** means the President and Village Board of the Village of Libertyville, Lake County, Illinois.

C. ***"Dealership"*** means the automobile dealership franchise owned and operated by the Taxpayer on the Property, and engaged in the sale of new and used Cadillac automobiles and related parts and services.

D. ***"Effective Date"*** means the date first written in the first paragraph of the first page of this Agreement.

E. ***"Estimated Tax Threshold"*** means the lesser of: (i) the annual average amount of sales tax receipts attachable to the Taxpayer's operation of a Cadillac dealership for calendar years 2018, 2019, and 2020 on the Property, as determined by IDOR; and (ii) [redacted]

F. ***"Force Majeure"*** means a strike, lockout, act of God, global, national or local pandemic or other factor beyond a party's reasonable control and reasonable ability to remedy; provided, however, that Force Majeure does not include (i) delays caused by weather conditions, unless those conditions are unusually severe or abnormal considering the time of year and the particular location of the subject property; and (ii) economic hardship, impracticability of performance, or commercial, economic, or market conditions.

G. ***"Gross Receipts"*** has the meaning ascribed to it in the Retailers' Occupation Tax Act.

H. ***"IDOR"*** means the State of Illinois Department of Revenue.

I. ***"Municipal Sales Tax"*** means that portion or component of the Sales Taxes generated by the Taxpayer from sales on any portion of the Property that the Village actually receives from the State of Illinois.

J. ***"New Sales Tax"*** means the amount equal to the amount of Municipal Sales Tax generated in a Sales Tax Year minus the Estimated Tax Threshold.

K. ***"Parties"*** means the Village, the Owner, and the Taxpayer, collectively.

L. ***"Project Costs"*** means the costs actually incurred by the Taxpayer for the completion of the Improvements.

M. ***"Requirements of Law"*** has the meaning set forth in Section 5.I of this Agreement.

N. ***"Retailers' Occupation Tax Act"*** means the Illinois Retailers' Occupation Tax Act, 35 ILCS 120/1 *et seq.*, as the same has been, and may, from time to time hereafter be, amended.

O. ***"Sales Taxes"*** means only those taxes imposed and collected by the State of Illinois pursuant to the Retailer's Occupation Tax Act, the Service Use Tax Act, 35 ILCS 110/1 *et seq.*, the Service Occupation Tax Act, 35 ILCS 115/1 *et seq.*, and the Use Tax Act, 35 ILCS 105/1 *et seq.*, including, without limitation, a vehicle lease tax that is substituted, in whole or in part, for any or all of the foregoing.

P. ***"Sales Tax Rebate"*** means the rebate payment to the Taxpayer of a portion of the Municipal Sales Taxes that the Village receives and that it is required to make pursuant to this Agreement.

Q. ***"Sales Tax Year"*** means the period of time commencing on the Commencement Date and ending on the immediately following December 31; and each of the subsequent 12-month periods thereafter, through December 31, 2031.

SECTION 3. COMMENCEMENT OF SALES TAX REBATE.

The "Commencement Date" under this Agreement is hereby declared to be the first January 1 after the occurrence of both of the following: (1) completion by the Taxpayer of all of the Improvements on the Property; and (2) issuance by the Village of a final certificate of

occupancy for the operation of a Cadillac Dealership on the Property. In the event that a temporary or final certificate of occupancy is not issued on or before December 31, 2021, then any Party will have the right to terminate this Agreement upon the provision of written notice to the other Parties.

SECTION 4. TERMINATION OF EXISTING AGREEMENT.

The Parties agree that the Existing Agreement will terminate on the Commencement Date, and thereafter will be of no force or effect. If requested in writing by any Party, the Parties agree to execute appropriate evidence of the termination of the Existing Agreement, to be recorded against the Property.

SECTION 5. SALES TAX REBATE.

A. **Maximum Total Rebate.** The maximum amount in Sales Tax Rebates that the Village will be required to remit to the Taxpayer under this Agreement is the lesser of: (1) 50% of the actual Project Costs incurred by the Taxpayer; and (2) $1,000,000.00 (***"Maximum Total Rebate"***). Under no circumstances will the Village have any obligation whatsoever to pay more than the Maximum Total Rebate to the Taxpayer pursuant to this Agreement. If the Taxpayer has not earned the Maximum Total Rebate upon the expiration of the Term of this Agreement, the Taxpayer may request the extension of the Term for up to five additional years. The Village agrees to consider any such request, but will have no obligation to approve any extension.

B. **Completion of Improvements and Verification of Project Costs.** Notwithstanding any provision of this Agreement to the contrary, the Village will not have any obligation to pay any Sales Tax Rebate to the Taxpayer prior to completion of all Improvements by the Taxpayer, and submission by the Taxpayer to the Village of verification of payment of all Project Costs, all to the satisfaction of the Village Administrator.

C. **Calculation of Sales Tax Rebate.** Beginning on the Commencement Date, the Village will pay to the Taxpayer 40 percent of the New Sales Tax generated by the Taxpayer on the Property during each Sales Tax Year, up to the Maximum Total Rebate. The Village will have no obligation to pay any Sales Tax Rebate to the Taxpayer for any Sales Tax Year in which the New Sales Tax is a negative number.

D. **Village Payment.**

1. Within 120 days after the end of the 12th month of each Sales Tax Year, and after the Village receives the summary of Sales Taxes paid from the Property for the applicable year from IDOR, the Village will pay the applicable Sales Tax Rebate for that particular Sales Tax Year to the Taxpayer, based on the records of IDOR. If, for any reason, the State of Illinois fails to distribute the Municipal Sales Tax revenue to the Village in sufficient time for the Village to make the annual payments, the Village must provide notice of that fact to the Taxpayer. In that event, the Village must make the required Sales Tax Rebate payment within 60 days after the date on which the Village actually receives the Municipal Sales Tax revenue due the Village for the applicable annual payment period.

2. If at the end of any Sales Tax Year, the Village identifies the need to adjust and reconcile the amount of any Sales Tax Rebate payment to account for any provision of this Agreement or to account for the amount of Sales Tax actually paid by the State of Illinois to the Village, the Village and the Taxpayer agree to cooperate with each other to accomplish the reconciliation. To the extent necessary in that circumstance, as determined by the Village, the parties agree that the Village may require the Taxpayer to submit such specified financial statements and copies of the applicable State of Illinois Sales Tax Reports from the Property as are necessary to verify the amount of Sales Tax collected from operations at the Property. Any information received by the Village from the Taxpayer under this Agreement will be kept confidential to the extent allowed by the Requirements of Law.

E. **Change in the Law**.

1. The Village and the Taxpayer acknowledge and agree that the Village's obligation to pay the Sales Tax Rebate to the Taxpayer is predicated on existing State law governing the distribution of Sales Taxes to the Village, including, without limitation, the Retailers' Occupation Tax Act. The Village and the Taxpayer further acknowledge that the General Assembly of the State has, from time to time, considered proposals to modify or eliminate the distribution of Sales Taxes to Illinois municipalities. The Village and the Taxpayer make express provision for the effect of any change upon the operation of this Agreement in Section 5.E.2 of this Agreement.

2. In the event that the State of Illinois amends or repeals the Retailers' Occupation Tax Act or makes any other promulgation, enactment, or change that eliminates the distribution of Sales Taxes to the Village, or otherwise alters the distribution formula in a manner that prevents the Village and the Taxpayer from determining with a reasonable degree of certainty the amount of the Municipal Sales Tax (***"Change in Law"***), the provisions of this Agreement with regard to Municipal Sales Tax generated from the Property on or after the effective date of the Change in Law will automatically terminate and become null and void and be of no further force or effect, and the Village will have no obligation whatsoever to pay to the Taxpayer any of the Municipal Sales Tax generated on or after the effective date of the Change in Law. However, if, at any time during the term of this Agreement, the State of Illinois effects another Change in Law that either results in the distribution of Sales Taxes to the Village or allows the Village and the Taxpayer to determine with a reasonable degree of certainty the amount of the Municipal Sales Tax, the provisions of this Agreement with regard to Municipal Sales Tax generated from the Property will automatically be reinstated and will continue through the remainder of the term of this Agreement, subject to the maximum total rebate set forth in Section 5.A of this Agreement.

3. If a Change in Law results in replacement taxes for the Sales Taxes directly resulting from Gross Receipts from the Property as contemplated hereunder, then, for purposes of this Agreement, the replacement taxes will be defined as Sales Taxes, subject in all respects to the Village's actual receipt of its portion of the replacement taxes as well as the Village's authority under state law to provide for rebate of the replacement taxes, as contemplated herein.

4. If there is a Change in Law, the parties will cooperate with each other to accomplish the intent of this Agreement as set forth in Section 1 of this Agreement.

F. **No Guarantee**. The parties acknowledge and agree that none of the terms, conditions, or provisions of this Agreement are to be construed, deemed, or interpreted as either: (1) a guarantee that the Village will receive any Sales Taxes as a result of the operation of a Cadillac Dealership on the Property; or (2) a requirement or obligation by the Taxpayer to generate Gross Receipts from the Property.

G. **Limited Liability**. Notwithstanding any other provision of this Agreement to the contrary, the Village's obligation to pay the Sales Tax Rebate payments is not and will not be a general debt of the Village or a charge against its general credit or taxing powers, but is and will be a special limited obligation payable solely out of the Municipal Sales Tax received by the Village, as specifically defined in Section 2 of this Agreement. The Taxpayer has and will have no right to, and agrees that it may not, compel any exercise of the taxing power of the Village to pay the Sales Tax Rebate payments, and no execution of any claim, demand, cause of action or judgment may be levied upon or collected from the general credit, general funds or other property of the Village. No recourse may be had for any payment pursuant to this Agreement against any past, present, or future director, member, elected or appointed officer, official, agent, representative, employee, or attorney of the Village in his or her individual capacity.

H. **Closure; Refund of Rebate**.

1. In the event that, at any time on or before December 31, 2031, the Taxpayer abandons, closes, or terminates the use of the Property for a Cadillac Dealership (***"Closure"***), then: (a) the provisions of this Agreement with regard to Municipal Sales Tax generated from the Property will, as of the date of the Closure, automatically terminate and become null and void and be of no further force or effect, and the Village will have no obligation whatsoever to perform any of the Municipal Sales Tax Rebate obligations in Section 5 of this Agreement; and (b) within one year after the date of Closure, the Taxpayer must refund to the Village a portion of the Sales Tax Rebate received by the Taxpayer prior to the date of the Closure, as follows:

Date of Closure	**% of Sales Tax Rebate Payments to be Refunded**
Prior to 5/1/23	0%
5/1/23 – 4/30/24	90%
5/1/24 – 4/30/25	80%
5/1/25 – 4/30/26	70%
5/1/26 – 4/30/27	60%
5/1/27 – 4/30/28	50%
5/1/28 – 4/30/29	40%
5/1/29 – 4/30/30	30%
5/1/30 – 4/30/31	20%
5/1/31 – 12/31/31	10%

2. The Taxpayer must provide the Village with no less than 60 days written notice prior to any abandonment, closure, or termination of the use of the Property for the Cadillac Dealership.

3. The parties agree that the replacement of the Cadillac Dealership with another new automobile dealership for a different manufacturer, or the transfer of legal or beneficial interest in all or any portion of either of the Property or any of the Dealership in accordance with Section 14.C of this Agreement, does not constitute a Closure for purposes of this Agreement.

I. **Limitations on Payment of Sales Tax Rebate**. The Taxpayer acknowledges and agrees that the Property must be used and maintained in strict compliance with all applicable Village codes, ordinances, and regulations (collectively, the ***"Requirements of Law"***), and that if the Taxpayer fails to comply in all material respects with the Requirements of Law or cure any defects within the time allowed herein, the Village will have the right to suspend payment of the Sales Tax Rebate for the period that the Taxpayer is not in material compliance with the Requirements of Law, and the Village will have no further obligation to provide any Sales Tax Rebate to the Taxpayer until the Village determines in its reasonable discretion that the Taxpayer is in material compliance with the Requirements of Law, at which time all suspended payments will be remitted to the Taxpayer. A legal nonconformity created as a result of the Village's amendment to the Requirements of Law subsequent to the Commencement Date will not constitute a failure of the Taxpayer to comply with the Requirements of Law.

J. **Commitment to Fair Employment Practices and Affirmative Action; Prevailing Wage**. If and to extent applicable in accordance with the Requirements of Law, the Taxpayer must comply with the requirements pertaining to fair employment practices and affirmative action described in the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), as may be applicable.

SECTION 6. RESERVED.

SECTION 7. NON-COMPETE REQUIREMENTS.

The Taxpayer hereby agrees, and covenants on behalf of its owners, officers, shareholders, and members, that, at no time prior to May 1, 2031, or within three years after the Closure of the Dealership, neither Taxpayer nor any of its owners, officers, shareholders, or members will hold any ownership interest in, or participate in or assist in any way the operation of, any automobile dealership located within a 10-mile radius of the Property that engages in the sale of new Cadillac automobiles. If the Taxpayer or any of its owners, officers, shareholders, or members violate this Section 7, the Taxpayer must refund to the Village a portion of the Sales Tax Rebate, in accordance with Section 5.H.1 of this Agreement.

SECTION 8. FORCE MAJEURE.

Except as expressly provided to the contrary in this Agreement, whenever a period of time is provided for in this Agreement for any Party to perform any act or obligation, and that Party is unable to perform or complete the act or obligation because of a Force Majeure, then upon the occurrence of the Force Majeure, the time period for the performance and completion of the acts or obligations will be extended automatically for a reasonable time to accommodate the delay caused by the Force Majeure.

SECTION 9. LITIGATION AND DEFENSE OF AGREEMENT/INDEMNITY.

A. **Litigation**. If, during the term of this Agreement, any lawsuits or proceedings are filed or initiated against either party before any court, commission, board, bureau, agency, unit of government or sub-unit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of either party to perform its obligations under, or otherwise to comply with, this Agreement (***"Litigation"***), the party against which the Litigation is filed or initiated must promptly deliver a copy of the complaint or charge related thereto to the other Parties, and must thereafter keep the other Parties fully informed concerning all aspects of the Litigation.

B. **Defense**. The Parties must use their respective best efforts to defend the validity of this Agreement, and all ordinances and resolutions adopted and agreements executed by such party pursuant to this Agreement, including every portion thereof and every approval given, and every action taken, pursuant thereto. Each Party will have the right to retain its own independent legal counsel, at its own expense, for any matter. The Parties agree to reasonably cooperate with each other to carry out the purpose and intent of this Agreement.

C. **No Liability for Village Review**. The Owner and the Taxpayer acknowledge and agree that: (i) the Village is not, and will not be, in any way liable for any violations of restrictive covenants applicable to the Property that may occur, or for any damages or injuries that may be sustained, as the result of the Village's review and approval of any plans for the Property, or as a result of the issuance of any approvals, permits, certificates, or acceptances relating to the use and development of the Property; and (2) the Village's review and approval of any of the plans and the issuance of any of the approvals, permits, certificates, or acceptances does not, and will not, in any way, be deemed to insure the Owner or the Taxpayer, or any of their respective heirs, successors, assigns, tenants, or licensees, or any third party, against restrictive covenant violations or damage or injury of any kind at any time.

D. **Village Procedures**. The Owner and the Taxpayer acknowledge that notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement, and agree not to challenge any of those actions on the grounds of any procedural infirmity or of any denial of any procedural right.

E. **Indemnity**. The Owner and the Taxpayer agree to, and do hereby, hold harmless and indemnify the Village, the Corporate Authorities, all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all third-party claims that may, at any time, be asserted against any of those parties in connection with (i) the Village's review and approval of any plans, or the issuance of any approvals, permits, certificates, or acceptances relating to the use and development of the Property; (ii) any actions taken by the Village pursuant to this Agreement; (iii) the development, construction, and maintenance of the Property; and (iv) the performance by the Taxpayer of its obligations under this Agreement and all related ordinances, resolutions, or other agreements.

F. **Defense Expenses**. The Taxpayer hereby agrees to pay, without protest, all expenses incurred by the Village in defending itself with regard to any and all of the claims identified in Section 9.E of this Agreement. These expenses may include, without limitation: (1) all out-of-pocket expenses, including attorneys' and experts' fees, not to exceed their usual

and customary fee rates to the Village; and (2) the reasonable value of any services rendered by any employees of the Village, not to exceed their actual salaries.

SECTION 10. TERM.

This Agreement will be in full force and effect for a period commencing on the Commencement Date and through the first to occur of: (a) December 31, 2031; and (b) the date on which or until the Taxpayer receives the Maximum Total Rebate payments from the Village pursuant to the terms of this Agreement (***"Term"***); provided, however, that the Village's obligation to make Sales Tax Rebate payments will survive the expiration of the Term to the extent that the Village has not at that time received from the State the Municipal Sales Taxes from which the Sales Tax Rebate payments will be made. During the Term, this Agreement inures to the benefit of and is enforceable by the Taxpayer and the Village, and any of their respective permitted legal representatives, heirs, grantees, successors, and assigns.

SECTION 11. RELEASE OF INFORMATION.

A. **State of Illinois Reports and Data**. The Taxpayer agrees to execute and provide all documentation necessary to cause the Illinois Department of Revenue to release to the Village the Sales Tax generated by the Taxpayer from the Property, including copies of State of Illinois Sales Tax Reports, during each of the Sales Tax Years pursuant to applicable State law. Any information received by the Village from the Taxpayer under this Agreement will be kept confidential to the extent allowed by the Requirements of Law. Failure by the Taxpayer to execute and provide the documentation required by this Section 11.A will relieve the Village from performance of any duty or obligation under this Agreement until such time as the Taxpayer has cured such failure.

B. **State Audits and Refunds**. The Taxpayer must timely notify the Village if it initiates any protest or audit of the Sales Taxes remitted from the Property to the State of Illinois, and if the State of Illinois refunds or credits to the Taxpayer any portion of the remitted Sales Taxes as a result of the protest or audit. In the event of such a refund or credit, the Village will be entitled to deduct an amount equal to the refunded or credited amount from subsequent payments of Sales Tax Rebates made pursuant to this Agreement.

SECTION 12. PAYMENT OF VILLAGE FEES AND COSTS.

In addition to any other costs, payments, fees, charges, contributions, or dedications specifically required by this Agreement, the Taxpayer must pay to the Village, as and when due, all application, inspection, and permit fees, all other fees, charges, and contributions required by applicable Village codes, ordinances, resolutions, rules, or regulations, and all third-party legal, engineering, and other consulting or administrative fees, costs, and expenses incurred or accrued in connection with the negotiation, preparation, consideration, and review of this Agreement.

SECTION 13. ENFORCEMENT.

A. **Enforcement.** The parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific

performance (including, without limitation, payment by the Village to the Taxpayer of payments due to Taxpayer under this Agreement), enforce or compel the performance of this Agreement; provided, however, that the Taxpayer agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village, or any past, present, or future director, member, elected or appointed officer, official, agent, representative, employee, or attorney, of the Village on account of the negotiation, execution, or breach of this Agreement. In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the Village will be entitled to withhold the issuance of building permits or certificates of occupancy for any and all buildings and structures within the Property at any time when the Taxpayer has failed or refused to meet fully any of its obligations under this Agreement. In the event of a judicial proceeding brought by one party to this Agreement against the other party to this Agreement pursuant to this Section, the prevailing party will be entitled to reimbursement from the unsuccessful party of all costs and expenses, including without limitation reasonable attorneys' fees, incurred in connection with the judicial proceeding.

B. **Notice and Cure.** Neither party may exercise the right to bring any suit, action, mandamus, or any other proceeding pursuant to Section 13.A of this Agreement without first providing written notice to the other party of the breach or alleged breach and allowing 15 days to cure the breach or alleged breach. If the breach cannot be cured within the 15-day period (***"Time for Cure"***), then the Time for Cure will be extended accordingly, provided that the notified party has promptly commenced to cure the breach within the Time for Cure and continued to prosecute the cure of the breach with diligence.

SECTION 14. NATURE, SURVIVAL, AND TRANSFER OF OBLIGATIONS.

A. **Obligations.** The parties agree that all charges payable pursuant to this Agreement, together with interest and costs of collection, including attorneys' fees, constitute both the personal obligation of the party liable for its payment, and the successors of that party.

B. **Binding Effect.** The Taxpayer acknowledges and agrees that this Agreement is binding upon the Taxpayer, and any and all of its heirs, successors, permitted assigns, and successor owners of record of all or any portion of the Dealership.

C. **Transferee Assumption**. To assure that any potential heir, successor, or permitted assign has notice of this Agreement and the benefits and obligations created by it, the Taxpayer agrees to require, prior to the transfer of a legal or beneficial interest in all or any portion of the Dealership, the transferee to execute an enforceable transferee assumption agreement in a form acceptable to the Village Attorney (***"Transferee Assumption Agreement"***). The Village agrees that, upon a successor becoming bound to the personal obligation created in this Agreement in the manner provided, the liability of the Taxpayer or other predecessor obligor will be released to the extent of the transferee's assumption of liability. The Taxpayer agrees to notify the Village in writing at least 30 days prior to the date on which the Taxpayer proposes to transfer a legal or beneficial interest in all or any portion of the Dealership to a transferee. The Taxpayer must, at the same time, provide the Village with a fully executed copy of the Transferee Assumption Agreement.

D. **Transfer Defined**. For purposes of this Agreement, the term "transfer" includes any assignment, transfer, sale, transfer to a receiver or to a trustee in bankruptcy, transfer in trust, or other disposition of the Dealership, in whole or in part, by voluntary or involuntary sale, foreclosure, restructuring, merger, sale and leaseback, consolidation, or otherwise.

E. **Prohibited Assignments**. It is the express intent of the parties that, except as expressly provided or allowed herein, this Agreement, and all of the rights and privileges granted herein, are for the sole and exclusive benefit of the Taxpayer for operation of a Cadillac Dealership on the Property. Accordingly, notwithstanding any provision of this Agreement, in the event that the Taxpayer does, or attempts to, voluntarily or involuntarily transfer its interest in the Dealership, in whole or in part, without the prior consent of the Corporate Authorities, which consent may be granted or denied in the sole and absolute discretion of the Corporate Authorities, this Agreement, and all of the rights and privileges granted herein, will, at the option of the Village, become null and void and be of no force or effect.

SECTION 15. REPRESENTATIONS AND WARRANTIES.

In order to induce the Village to enter into this agreement and to adopt the ordinances and grant the rights herein provided for, the Taxpayer hereby warrants and represents to the Village as follows:

A. The Taxpayer is a duly organized, validly existing corporation in good standing under the laws of the State of Illinois.

B. The Taxpayer has the corporate authority and the legal right to make, deliver, execute, and perform this Agreement and has taken all necessary corporate, partnership, and venture actions to authorize the execution, delivery, and performance of this Agreement.

C. All necessary consents of any board of directors, shareholders, creditors, investors, partners, judicial, or administrative bodies, governmental authorities, or other parties including specifically, but without limitation, all secured parties referenced on ***Exhibit B*** regarding the execution and delivery of this Agreement have been obtained.

D. The consent or authorization of, filing with, or other act by or in respect of any governmental authority (other than the Village, and the State of Illinois with respect to distribution of Sales Taxes) is required in connection with the execution, delivery, performance, validity, or enforceability of this Agreement.

E. The individuals executing this Agreement on behalf of the Taxpayer have the power and authority to execute and deliver this Agreement on behalf of the Taxpayer.

F. The execution, delivery, and performance of this Agreement: (i) is not prohibited by any Requirement of Law or under any contractual obligation of the Taxpayer; (ii) will not result in a breach or default under any agreement to which the Taxpayer is a party or to which the Taxpayer, in whole or in part, is bound; and (iii) will not violate any restriction, court order, or agreement to which the Taxpayer or the Property, in whole or in part, is or are subject.

SECTION 16. GENERAL PROVISIONS.

A. **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.

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

C. **Notices**. Any notice, communication, or demand required or permitted to be given under this Agreement must be in writing and must be delivered: (i) personally, (ii) by a reputable overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise provided in this Agreement, notices will be deemed received after the first to occur of: (a) the date of actual receipt; or (b) the date that is one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party to this Agreement has 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 will be effective until actually received.

Notices and communications to the Village must 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:

Elrod Friedman LLP
325 N. LaSalle St., Suite 450
Chicago, Illinois 60654
Attention: Hart M. Passman, Village Attorney

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

Napleton Properties, LLC
1050 S. Milwaukee Ave.
Libertyville, IL 60048
Attention: _____

With a copy to:

_____
_____
_____
Attention: _____

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

Napleton 1050 Inc. d/b/a Napleton Cadillac of Libertyville
1050 S. Milwaukee Ave.
Libertyville, IL 60048
Attention: _____

With a copy to:

_____
_____
_____
Attention: _____

D. **Governing Law**. This Agreement is to be governed by, and enforced in accordance with, the internal laws, but not the conflict of laws rules, of the State of Illinois.

E. **Interpretation**. This Agreement is to 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 is to 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 is not applicable to this Agreement.

F. **Change in Laws**. Except as otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations of any kind includes the laws, ordinances, rules, or regulations of any kind as they may be amended or modified from time to time hereafter.

G. **Headings**. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

H. **Time of Essence**. Time is of the essence in the performance of this Agreement.

I. **No Third Party Beneficiaries**. Except as expressly provided in this Agreement, no claim as a third party beneficiary under this Agreement by any person, firm, or corporation may be made or will be valid against any Party.

J. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated.

K. **Calendar Days and Time.** Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" means calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or

L. **Exhibits.** Exhibit A is attached to this Agreement, and by this reference incorporated in and made a part of, this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement will control.

M. **Counterparts.** This Agreement may be executed in several counterparts, each of which, when executed, is to be deemed to be an original, but all of which together constitute one and the same instrument.

N. **Waiver.** None of the Parties are or will be under any obligation to exercise any of the rights granted to them in this Agreement except as it determines to be in its best interest from time to time. The failure of any Party to exercise at any time any of those rights is not to be deemed or construed as a waiver of that right, nor will the failure void or affect that Party's right to enforce those rights or any other rights.

O. **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 are cumulative and are not exclusive of any other rights, remedies, and benefits allowed by law.

P. **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 must be in writing.

Q. **Grammatical Usage and Construction.** In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

R. **Village Authority to Execute.** The Village hereby warrants and represents to the Owner and the Taxpayer that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

ATTEST:

VILLAGE OF LIBERTYVILLE

_____
Village Clerk

_____
Village President

ATTEST:

NAPLETON PROPERTIES, LLC

By: _____

Its: Chief Financial Officer

By: _____

Its: President

ATTEST:

By: _____

Its: Chief Financial Officer

NAPLETON 1050 INC. d/b/a NAPLETON CADILLAC OF LIBERTYVILLE

By: _____

Its: President

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

This instrument was acknowledged before me on _____, 2021 by Terry L. Weppler, the Village President of the **VILLAGE OF LIBERTYVILLE**, an Illinois municipal corporation, and by Sally Kowal, the Village Clerk of said municipal corporation.

Notary Public

My Commission Expires:

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, Pamela A. Griffin, a Notary Public in and for said County, in the State aforesaid, do hereby certify that William F. Napleton, personally known to me to be the President of **NAPLETON PROPERTIES, LLC**, an Illinois limited liability company, and Michael M. Jopes, personally known to me to be the CFO of said corporation, appeared before me this day in person and acknowledged that as such William F. Napleton and Michael M. Jopes they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of **NAPLETON PROPERTIES, LLC**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of April, 2021.

Notary Public

My Commission Expires:

(SEAL)

"OFFICIAL SEAL"
PAMELA A. GRIFFIN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 01/23/2023

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I Pamela A. Griffin, a Notary Public in and for said County, in the State aforesaid, do hereby certify that William F. Napleton, personally known to me to be the President of **NAPLETON 1050 INC. d/b/a NAPLETON CADILLAC OF LIBERTYVILLE**, an Illinois corporation, and Michael M. Jones, personally known to me to be the CFO of said corporation, appeared before me this day in person and acknowledged that as such William F. Napleton and Michael M. Jones they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of **NAPLETON 1050 INC. d/b/a NAPLETON CADILLAC OF LIBERTYVILLE**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of April, 2021.

Notary Public

My Commission Expires:

(SEAL)

"OFFICIAL SEAL"
PAMELA A. GRIFFIN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 01/23/2023

EXHIBIT A

Legal Description of the Property

P.I.N.: 11-21-416-042

Commonly known as 1050 S. Milwaukee Avenue, Libertyville, Illinois.

PARCEL 1:
THAT PART OF LOT 13 IN ERNST HECHT ESTATE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF GOLF ROAD AND THE EAST RIGHT-OF-WAY LINE OF MILWAUKEE AVENUE, SAID POINT BEING 521.10 FEET NORTHERLY OF THE NORTH LINE OF THE SOUTH 1/2 OF LOT 8 IN SAID SUBDIVISION, AS MEASURED ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE NORTHERLY ALONG SAID EAST RIGHT OF WAY LINE, 400.00 FEET; THENCE EASTERLY PARALLEL WITH SAID NORTH RIGHT-OF-WAY LINE, 530.00 FEET; THENCE SOUTHERLY PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE, 400.00 FEET TO SAID NORTH RIGHT-OF-WAY LINE; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE 530.00 FEET TO THE POINT OF BEGINNING, (EXCEPT THAT PART TAKEN FOR HIGHWAY PURPOSES AND ALSO EXCEPT THAT PART CONVEYED TO THE STATE OF ILLINOIS BY WARRANTY DEED RECORDED AS DOCUMENT 2281220), IN LAKE COUNTY, ILLINOIS.

PARCEL 2:
THAT PART OF LOT 13 IN ERNST HECHT ESTATE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE EAST LINE OF MILWAUKEE AVENUE, SAID POINT BEING 921.10 FEET NORTHERLY OF THE NORTH LINE OF THE SOUTH 1/2 OF LOT 8 IN SAID SUBDIVISION, AS MEASURED ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE, 100.00 FEET; THENCE EASTERLY PARALLEL WITH SAID NORTH RIGHT-OF-WAY LINE, 225.00 FEET; THENCE SOUTHERLY PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE, 100.00 FEET; THENCE WESTERLY PARALLEL WITH SAID NORTH RIGHT-OF-WAY LINE 225.00 FEET TO THE POINT OF BEGINNING, (EXCEPT THAT PART TAKEN FOR HIGHWAY PURPOSES , IN LAKE COUNTY, ILLINOIS.

PARCEL 3:
NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FROM THAT PART OF LOT 13 IN ERNST HECHT ESTATE SUBDIVISION, DESCRIBED ABOVE, WHICH EASEMENT AREA IS DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY OF GOLF ROAD AT A POINT 530.00 FEET EASTERLY FROM THE POINT OF INTERSECTION OF THE NORTH RIGHT OF WAY OF GOLF ROAD AND THE EASTERLY RIGHT-OF-WAY OF MILWAUKEE AVENUE, SAID POINT OF INTERSECTION BEING 521.10 FEET NORTHERLY OF THE NORTH LINE OF THE SOUTH 1/2 OF LOT 8 IN SAID SUBDIVISION, AS MEASURED ALONG SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTHERLY ALONG A LINE PARALLEL WITH THE EASTERLY RIGHT-OF-WAY LINE OF MILWAUKEE AVENUE, 400.00 FEET; THENCE EASTERLY ALONG A LINE PARALLEL WITH THE NORTHERLY RIGHT-OF-WAY LINE OF GOLF ROAD 51.54 FEET; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH THE EASTERLY RIGHT-OF-WAY LINE OF MILWAUKEE AVENUE, 400.0 FEET TO SAID NORTHERLY RIGHT-OF-WAY LINE OF GOLF ROAD; THENCE WESTERLY ALONG SAID NORTH LINE 51.54 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS, AS GRANTED BY INSTRUMENT DATED OCTOBER 8, 1970 AND RECORDED OCTOBER 10, 1970, AS DOCUMENT 1477684, IN LAKE COUNTY, ILLINOIS.

PIN – 11-21-416-042

EXHIBIT A

Legal Description of the Property

P.I.N.: 11-21-416-042

Commonly known as 1050 S. Milwaukee Avenue, Libertyville, Illinois.

EXHIBIT B

List of Secured Parties

- JP Morgan Chase Bank, N.A

Agenda Item No. 3O

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	April 27, 2021
Agenda Item:	Consideration of an Economic Incentive Agreement – Gregory Infiniti, Inc – 1201-1205 S. Milwaukee Avenue
Staff Recommendation:	Approve Resolution
Staff Contact:	John P. Spoden, Community Development Director

Background: In December 2008, the Village Board adopted Business District Plan No. 1-3 in an effort to create an incentive mechanism that would allow the Village's auto dealerships to remain in the community and improve their facilities. The terms of the incentive program were amended in 2014.

Gregory Infiniti, Inc. determined it necessary to upgrade its dealership to meet manufacturer specifications and customer expectations, however could not do so at its prior location as it did not own the facility and it was not feasible to acquire the property. The dealership reached out to the Village seeking opportunities for relocation and was able to acquire and construct a dealership adjacent to the current District boundaries at the vacant Chase bank property located at 1201-1205 S Milwaukee Avenue. Gregory Infiniti is requesting an incentive related to its development work, including new a new building structure and interiors, site improvements and property acquisition.

While the property is not within the District, due to new State Statues enacted since the original Business District creation which expanded municipal incentive permissions, the Village can extend the same terms outlined within the Business District through the proposed incentive agreement without expanding the District boundaries.

The incentive payment amount will be calculated annually based upon 40% of the "new" sales taxes generated by the dealership. "New" sales taxes are determined based upon sales tax receipts each year of the agreement which exceed a "threshold" amount. The threshold amount will be determined based upon the average estimated sales of vehicles in the Infiniti line over a three-year term prior to application. A 1% municipal sales tax rate is collected on vehicle purchases.

Pursuant to the proposed agreement, the Village will continue to collect municipal sales tax receipts up to the threshold amount, plus 60% of any "new" receipts. Any incentive payments made to the applicant are dependent upon growth in sales tax above the identified threshold. The proposed Economic Incentive Agreement has a ten-year term with an option for the Village Board to extend the agreement for an additional five years.

Staff recommends approval of the proposed agreement. Four positive votes are required for approval.

VILLAGE OF LIBERTYVILLE

RESOLUTION NO. 21-R-_____

A RESOLUTION APPROVING AN ECONOMIC INCENTIVE AGREEMENT
BY AND BETWEEN THE VILLAGE OF LIBERTYVILLE AND GREGORY INFINITI, INC.

WHEREAS, Gregory Infiniti, Inc. (***"Taxpayer"***) is the tenant of the approximately 5.48-acre parcel located at 1201-1205 South Milwaukee Avenue, Libertyville, Illinois (***"Property"***); and

WHEREAS, the Taxpayer desires to own and operate an Infiniti automobile dealership franchise on the Property (***"Dealership"***); and

WHEREAS, the Village anticipates that the Dealership will be a significant contributor to the economic stability of the Village through contributions of substantial sales tax revenues and employment opportunities; and

WHEREAS, in order to operate the Dealership on the Property, the Taxpayer intends to make significant improvements to the Property (***"Project"***), at a substantial cost to the Taxpayer; and

WHEREAS, the Project is expected to increase the Dealership's sales, thereby increasing sales tax revenues for the Village which assist, and will continue to assist, the Village in providing essential municipal services to members of the public; and

WHEREAS, the Village and the Taxpayer desire to enter into an economic incentive agreement (***"Agreement"***) to foster the long-term use and development of the Property and to enable the use of the Property in a manner that will enhance the business environment of the Village; and

WHEREAS, 65 ILCS 5/8-11-20 allows the Village to enter into economic incentive agreements for the sharing or rebate of sales taxes generated by development or redevelopment, provided that certain findings are made by the Corporate Authorities; and

WHEREAS, the President and Board of Trustees of the Village of Libertyville make the following findings with respect to the redevelopment of the Property and the Project:

i. That the Property and the existing building located thereon have been vacant and unoccupied for a period of at least one year; and

ii. That the Project is expected to create or retain job opportunities within the Village; and

iii. That the Project will serve to further the development of adjacent areas; and

iv. That without the proposed Agreement, the Project would not be possible; and

v. That the Taxpayer meets high standards of creditworthiness and financial strength as demonstrated by specific evidence of equity financing for not less than 10% of the total Project costs; and

vi. That the Project will strengthen the commercial sector of the Village; and

vii. That the Project will enhance the tax base of the Village; and

viii. That the Agreement is made in the best interest of the Village; and

WHEREAS, the President and Board of Trustees have determined that entering into the Agreement with Taxpayer 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 the Taxpayer 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 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 Agreement executed by the Taxpayer; 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.

PASSED this ___ day of _____, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this ___ day _____, 2021.

_____
Terry L. Weppler, Village President

ATTEST:

_____
Sally A. Kowal, Village Clerk

EXHIBIT A

AGREEMENT

ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN THE VILLAGE OF LIBERTYVILLE AND GREGORY INFINITI, INC.

THIS ECONOMIC INCENTIVE AGREEMENT (***"Agreement"***) is made and entered into as of this 16 day of April, 2021, by and between the **VILLAGE OF LIBERTYVILLE**, an Illinois municipal corporation (***"Village"***), and **GREGORY INFINITI, INC.**, an Illinois corporation (***"Taxpayer"***).

IN CONSIDERATION OF the recitals and mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Taxpayer and the Village hereby agree as follows:

SECTION 1. RECITALS.

A. The Taxpayer is the tenant of the approximately 5.48-acre parcel located at 1201-1205 South Milwaukee Avenue, Libertyville, Illinois, and legally described in **Exhibit A** attached to and, by this reference, incorporated herein (***"Property"***).

B. The Taxpayer desires to operate an Infiniti automobile dealership on the Property.

C. The Village anticipates that the Dealership will be a significant contributor to the economic stability of the Village through contributions of substantial sales tax revenues and employment opportunities.

D. In order to operate the Dealership on the Property, the Taxpayer intends to make significant improvements to the Property (collectively, the ***"Improvements"***), at a substantial cost to the Taxpayer. The Improvements made by the Taxpayer to the Property is expected to increase the Dealership's sales, thereby increasing sales tax revenues for the Village which assist, and will continue to assist, the Village in providing essential municipal services to members of the public.

E. The Village and the Taxpayer desire to enter into this Agreement to foster the long-term use and development of the Property and to enable the use of the Property in a manner that will enhance the business environment of the Village.

F. On _____, 2021, the Corporate Authorities adopted Resolution No. ____, in which they: (i) made all findings required by Section 8-11-20 of the Illinois Municipal Code, 65 ILCS 5/8-11-20, concerning the Sales Tax Rebate to be provided by the Village to the Taxpayer pursuant to this Agreement; and (ii) authorized the execution of this Agreement.

SECTION 2. DEFINITIONS. Whenever used in this Agreement, the following terms have the following meanings unless a different meaning is required by the context.

A. ***"Commencement Date"*** means the date established pursuant to Section 3 of this Agreement.

B. ***"Corporate Authorities"*** means the President and Village Board of the Village of Libertyville, Lake County, Illinois.

C. ***"Dealership"*** means the automobile dealership franchise owned and operated by the Taxpayer on the Property, and engaged in the sale of new and used Infiniti automobiles and related parts and services.

D. ***"Effective Date"*** means the date first written in the first paragraph of the first page of this Agreement.

E. ***"Estimated Tax Threshold"*** means the lesser of: (i) the annual average amount of sales tax receipts attachable to the Taxpayer's operation of an Infiniti dealership for calendar years 2018, 2019, and 2020, on that certain real property located at 1121 S Milwaukee Avenue, Libertyville, Illinois, as determined by IDOR; and (ii) $[redacted]

F. ***"Force Majeure"*** means a strike, lockout, act of God, global, national or local pandemic or other factor beyond a party's reasonable control and reasonable ability to remedy; provided, however, that Force Majeure does not include (i) delays caused by weather conditions, unless those conditions are unusually severe or abnormal considering the time of year and the particular location of the subject property; and (ii) economic hardship, impracticability of performance, or commercial, economic, or market conditions.

G. ***"Gross Receipts"*** has the meaning ascribed to it in the Retailers' Occupation Tax Act.

H. ***"IDOR"*** means the State of Illinois Department of Revenue.

I. ***"Municipal Sales Tax"*** means that portion or component of the Sales Taxes generated by the Taxpayer from sales on any portion of the Property that the Village actually receives from the State of Illinois.

J. ***"New Sales Tax"*** means the amount equal to the amount of Municipal Sales Tax generated in a Sales Tax Year minus the Estimated Tax Threshold.

K. ***"Parties"*** means the Village and the Taxpayer, collectively.

L. ***"Project Costs"*** means the costs actually incurred by the Taxpayer for the completion of the Improvements.

M. ***"Requirements of Law"*** has the meaning set forth in Section 4.I of this Agreement.

N. ***"Retailers' Occupation Tax Act"*** means the Illinois Retailers' Occupation Tax Act, 35 ILCS 120/1 *et seq.*, as the same has been, and may, from time to time hereafter be, amended.

O. ***"Sales Taxes"*** means only those taxes imposed and collected by the State of Illinois pursuant to the Retailer's Occupation Tax Act, the Service Use Tax Act, 35 ILCS 110/1 *et seq.*, the Service Occupation Tax Act, 35 ILCS 115/1 *et seq.*, and the Use Tax Act, 35 ILCS 105/1 *et seq.*, including, without limitation, a vehicle lease tax that is substituted, in whole or in part, for any or all of the foregoing.

P. ***"Sales Tax Rebate"*** means the rebate payment to the Taxpayer of a portion of the Municipal Sales Taxes that the Village receives and that it is required to make pursuant to this Agreement.

Q. ***"Sales Tax Year"*** means the period of time commencing on the Commencement Date and ending on the immediately following December 31; and each of the subsequent 12-month periods thereafter, through December 31, 2031.

SECTION 3. COMMENCEMENT OF SALES TAX REBATE.

The "Commencement Date" under this Agreement is hereby declared to be the first January 1 after the date on which the Village issues a final certificate of occupancy for the operation of an Infiniti Dealership on the Property. In the event that a temporary or final certificate of occupancy is not issued on or before December 31, 2021 then either party will have the right to terminate this Agreement upon the provision of written notice to the other party.

SECTION 4. SALES TAX REBATE.

A. **Maximum Total Rebate.** The maximum amount in Sales Tax Rebates that the Village will be required to remit to the Taxpayer under this Agreement is the lesser of: (1) 50% of the actual Project Costs incurred by the Taxpayer; and (2) $5,900,874.00 (***"Maximum Total Rebate"***). Under no circumstances will the Village have any obligation whatsoever to pay more than the Maximum Total Rebate to the Taxpayer pursuant to this Agreement. If the Taxpayer has not earned the Maximum Total Rebate upon the expiration of the Term of this Agreement, the Taxpayer may request the extension of the Term for up to five additional years. The Village agrees to consider any such request, but will have no obligation to approve any extension.

B. **Completion of Improvements and Verification of Project Costs.** Notwithstanding any provision of this Agreement to the contrary, the Village will not have any obligation to pay any Sales Tax Rebate to the Taxpayer prior to completion of all Improvements by the Taxpayer, and submission by the Taxpayer to the Village of verification of payment of all Project Costs, all to the satisfaction of the Village Administrator.

C. **Calculation of Sales Tax Rebate.** Beginning on the Commencement Date, the Village will pay to the Taxpayer 40 percent of the New Sales Tax generated by the Taxpayer on the Property during each Sales Tax Year, up to the Maximum Total Rebate. The Village will have no obligation to pay any Sales Tax Rebate to the Taxpayer for any Sales Tax Year in which the New Sales Tax is a negative number.

D. **Village Payment.**

1. Within 120 days after the end of the 12th month of each Sales Tax Year, and after the Village receives the summary of Sales Taxes paid from the Property for the applicable year from IDOR, the Village will pay the applicable Sales Tax Rebate for that particular Sales Tax Year to the Taxpayer, based on the records of IDOR. If, for any reason, the State of Illinois fails to distribute the Municipal Sales Tax revenue to the Village in sufficient time for the Village to make the annual payments, the Village must provide notice

of that fact to the Taxpayer. In that event, the Village must make the required Sales Tax Rebate payment within 60 days after the date on which the Village actually receives the Municipal Sales Tax revenue due the Village for the applicable annual payment period.

2. If at the end of any Sales Tax Year, the Village identifies the need to adjust and reconcile the amount of any Sales Tax Rebate payment to account for any provision of this Agreement or to account for the amount of Sales Tax actually paid by the State of Illinois to the Village, the Village and the Taxpayer agree to cooperate with each other to accomplish the reconciliation. To the extent necessary in that circumstance, as determined by the Village, the parties agree that the Village may require the Taxpayer to submit such specified financial statements and copies of the applicable State of Illinois Sales Tax Reports from the Property as are necessary to verify the amount of Sales Tax collected from operations at the Property. Any information received by the Village from the Taxpayer under this Agreement will be kept confidential to the extent allowed by the Requirements of Law.

E. **Change in the Law**.

1. The Village and the Taxpayer acknowledge and agree that the Village's obligation to pay the Sales Tax Rebate to the Taxpayer is predicated on existing State law governing the distribution of Sales Taxes to the Village, including, without limitation, the Retailers' Occupation Tax Act. The Village and the Taxpayer further acknowledge that the General Assembly of the State has, from time to time, considered proposals to modify or eliminate the distribution of Sales Taxes to Illinois municipalities. The Village and the Taxpayer make express provision for the effect of any change upon the operation of this Agreement in Section 4.E.2 of this Agreement.

2. In the event that the State of Illinois amends or repeals the Retailers' Occupation Tax Act or makes any other promulgation, enactment, or change that eliminates the distribution of Sales Taxes to the Village, or otherwise alters the distribution formula in a manner that prevents the Village and the Taxpayer from determining with a reasonable degree of certainty the amount of the Municipal Sales Tax (***"Change in Law"***), the provisions of this Agreement with regard to Municipal Sales Tax generated from the Property on or after the effective date of the Change in Law will automatically terminate and become null and void and be of no further force or effect, and the Village will have no obligation whatsoever to pay to the Taxpayer any of the Municipal Sales Tax generated on or after the effective date of the Change in Law. However, if, at any time during the term of this Agreement, the State of Illinois effects another Change in Law that either results in the distribution of Sales Taxes to the Village or allows the Village and the Taxpayer to determine with a reasonable degree of certainty the amount of the Municipal Sales Tax, the provisions of this Agreement with regard to Municipal Sales Tax generated from the Property will automatically be reinstated and will continue through the remainder of the term of this Agreement, subject to the maximum total rebate set forth in Section 4.A of this Agreement.

3. If a Change in Law results in replacement taxes for the Sales Taxes directly resulting from Gross Receipts from the Property as contemplated hereunder, then, for purposes of this Agreement, the replacement taxes will be defined as Sales Taxes, subject in all respects to the Village's actual receipt of its portion of the replacement taxes as well as

the Village's authority under state law to provide for rebate of the replacement taxes, as contemplated herein.

4. If there is a Change in Law, the parties will cooperate with each other to accomplish the intent of this Agreement as set forth in Section 1 of this Agreement.

F. **No Guarantee**. The parties acknowledge and agree that none of the terms, conditions, or provisions of this Agreement are to be construed, deemed, or interpreted as either: (1) a guarantee that the Village will receive any Sales Taxes as a result of the operation of an Infiniti Dealership on the Property; or (2) a requirement or obligation by the Taxpayer to generate Gross Receipts from the Property.

G. **Limited Liability**. Notwithstanding any other provision of this Agreement to the contrary, the Village's obligation to pay the Sales Tax Rebate payments is not and will not be a general debt of the Village or a charge against its general credit or taxing powers, but is and will be a special limited obligation payable solely out of the Municipal Sales Tax received by the Village, as specifically defined in Section 2 of this Agreement. The Taxpayer has and will have no right to, and agrees that it may not, compel any exercise of the taxing power of the Village to pay the Sales Tax Rebate payments, and no execution of any claim, demand, cause of action or judgment may be levied upon or collected from the general credit, general funds or other property of the Village. No recourse may be had for any payment pursuant to this Agreement against any past, present, or future director, member, elected or appointed officer, official, agent, representative, employee, or attorney of the Village in his or her individual capacity.

H. **Closure; Refund of Rebate**.

1. In the event that, at any time on or before December 31, 2031, the Taxpayer abandons, closes, or terminates the use of the Property for an Infiniti Dealership (***"Closure"***), then: (a) the provisions of this Agreement with regard to Municipal Sales Tax generated from the Property will, as of the date of the Closure, automatically terminate and become null and void and be of no further force or effect, and the Village will have no obligation whatsoever to perform any of the Municipal Sales Tax Rebate obligations in Section 4 of this Agreement; and (b) within one year after the date of Closure, the Taxpayer must refund to the Village a portion of the Sales Tax Rebate received by the Taxpayer prior to the date of the Closure, as follows:

Date of Closure	% of Sales Tax Rebate Payments to be Refunded
Prior to 5/1/23	0%
5/1/23 – 4/30/24	90%
5/1/24 – 4/30/25	80%
5/1/25 – 4/30/26	70%
5/1/26 – 4/30/27	60%
5/1/27 – 4/30/28	50%
5/1/28 – 4/30/29	40%
5/1/29 – 4/30/30	30%
5/1/30 – 4/30/31	20%

5/1/31 – 12/31/31 10%

2. The Taxpayer must provide the Village with no less than 60 days written notice prior to any abandonment, closure, or termination of the use of the Property for the Infiniti Dealership.

3. The parties agree that the replacement of the Infiniti Dealership with another new automobile dealership for a different manufacturer, or the transfer of legal or beneficial interest in all or any portion of either of the Property or any of the Dealership in accordance with Section 13.C of this Agreement, does not constitute a Closure for purposes of this Agreement.

I. **Limitations on Payment of Sales Tax Rebate**. The Taxpayer acknowledges and agrees that the Property must be used and maintained in strict compliance with all applicable Village codes, ordinances, and regulations (collectively, the ***"Requirements of Law"***), and that if the Taxpayer fails to comply in all material respects with the Requirements of Law or cure any defects within the time allowed herein, the Village will have the right to suspend payment of the Sales Tax Rebate for the period that the Taxpayer is not in material compliance with the Requirements of Law, and the Village will have no further obligation to provide any Sales Tax Rebate to the Taxpayer until the Village determines in its reasonable discretion that the Taxpayer is in material compliance with the Requirements of Law, at which time all suspended payments will be remitted to the Taxpayer. A legal nonconformity created as a result of the Village's amendment to the Requirements of Law subsequent to the Commencement Date will not constitute a failure of the Taxpayer to comply with the Requirements of Law.

J. **Commitment to Fair Employment Practices and Affirmative Action; Prevailing Wage**. If and to extent applicable in accordance with the Requirements of Law, the Taxpayer must comply with the requirements pertaining to fair employment practices and affirmative action described in the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), as may be applicable.

SECTION 5. REAL PROPERTY VALUATION.

The Taxpayer recognizes that the Village has legitimate interests and concerns regarding the valuation and assessment of the Property for real estate tax purposes. Accordingly, the Taxpayer, and all persons and entities related thereto or affiliated therewith, must: (a) not otherwise initiate any protest or appeal that seeks a property valuation for the Property that is substantially disproportionate to, or substantially inconsistent with, the actual use of the Property; and (b) notify the Village prior to the commencement or initiation of any protest or appeal by the Taxpayer or any such person or entity of the real property valuation established by the Lake County Assessor for the Property.

SECTION 6. NON-COMPETE REQUIREMENTS.

The Taxpayer hereby agrees, and covenants on behalf of its owners, officers, shareholders, and members, that, at no time prior to May 1, 2031, or within three years after the Closure of the Dealership, neither Taxpayer nor any of its owners, officers, shareholders,

or members will hold any ownership interest in, or participate in or assist in any way the operation of, any automobile dealership located within a 10-mile radius of the Property that engages in the sale of new Infiniti automobiles. If the Taxpayer or any of its owners, officers, shareholders, or members violate this Section 6, the Taxpayer must refund to the Village a portion of the Sales Tax Rebate, in accordance with Section 4.H.1 of this Agreement.

SECTION 7. FORCE MAJEURE.

Except as expressly provided to the contrary in this Agreement, whenever a period of time is provided for in this Agreement for either the Taxpayer or the Village to perform any act or obligation, and the Taxpayer or the Village, as the case may be, is unable to perform or complete the act or obligation because of a Force Majeure, then upon the occurrence of the Force Majeure, the time period for the performance and completion of the acts or obligations will be extended automatically for a reasonable time to accommodate the delay caused by the Force Majeure.

SECTION 8. LITIGATION AND DEFENSE OF AGREEMENT/INDEMNITY.

A. **Litigation**. If, during the term of this Agreement, any lawsuits or proceedings are filed or initiated against either party before any court, commission, board, bureau, agency, unit of government or sub-unit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of either party to perform its obligations under, or otherwise to comply with, this Agreement (***"Litigation"***), the party against which the Litigation is filed or initiated must promptly deliver a copy of the complaint or charge related thereto to the other party, and must thereafter keep the other party fully informed concerning all aspects of the Litigation.

B. **Defense**. The Village and the Taxpayer must use their respective best efforts to defend the validity of this Agreement, and all ordinances and resolutions adopted and agreements executed by such party pursuant to this Agreement, including every portion thereof and every approval given, and every action taken, pursuant thereto. Each party will have the right to retain its own independent legal counsel, at its own expense, for any matter. The Village and the Taxpayer agree to reasonably cooperate with each other to carry out the purpose and intent of this Agreement.

C. **No Liability for Village Review**. The Taxpayer acknowledges and agrees that: (i) the Village is not, and will not be, in any way liable for any violations of restrictive covenants applicable to the Property that may occur, or for any damages or injuries that may be sustained, as the result of the Village's review and approval of any plans for the Property, or as a result of the issuance of any approvals, permits, certificates, or acceptances relating to the use and development of the Property; and (2) the Village's review and approval of any of the plans and the issuance of any of the approvals, permits, certificates, or acceptances does not, and will not, in any way, be deemed to insure the Taxpayer, or any of its heirs, successors, assigns, tenants, or licensees, or any third party, against restrictive covenant violations or damage or injury of any kind at any time.

D. **Village Procedures**. The Taxpayer acknowledges that notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of

this Agreement, and agrees not to challenge any of those actions on the grounds of any procedural infirmity or of any denial of any procedural right.

E. **Indemnity**. The Taxpayer agrees to, and does hereby, hold harmless and indemnify the Village, the Corporate Authorities, all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all third-party claims that may, at any time, be asserted against any of those parties in connection with (i) the Village's review and approval of any plans, or the issuance of any approvals, permits, certificates, or acceptances relating to the use and development of the Property; (ii) any actions taken by the Village pursuant to this Agreement; (iii) the development, construction, and maintenance of the Property; and (iv) the performance by the Taxpayer of its obligations under this Agreement and all related ordinances, resolutions, or other agreements.

F. **Defense Expenses**. The Taxpayer hereby agrees to pay, without protest, all expenses incurred by the Village in defending itself with regard to any and all of the claims identified in Section 8.E of this Agreement. These expenses may include, without limitation: (1) all out-of-pocket expenses, including attorneys' and experts' fees, not to exceed their usual and customary fee rates to the Village; and (2) the reasonable value of any services rendered by any employees of the Village, not to exceed their actual salaries.

SECTION 9. TERM.

This Agreement will be in full force and effect for a period commencing on the Commencement Date and through the first to occur of: (a) December 31, 2031; and (b) the date on which or until the Taxpayer receives the Maximum Total Rebate payments from the Village pursuant to the terms of this Agreement (***"Term"***); provided, however, that the Village's obligation to make Sales Tax Rebate payments will survive the expiration of the Term to the extent that the Village has not at that time received from the State the Municipal Sales Taxes from which the Sales Tax Rebate payments will be made. During the Term, this Agreement inures to the benefit of and is enforceable by the Taxpayer and the Village, and any of their respective permitted legal representatives, heirs, grantees, successors, and assigns.

SECTION 10. RELEASE OF INFORMATION.

A. **State of Illinois Reports and Data**. The Taxpayer agrees to execute and provide all documentation necessary to cause the Illinois Department of Revenue to release to the Village the Sales Tax generated by the Taxpayer from the Property, including copies of State of Illinois Sales Tax Reports, during each of the Sales Tax Years pursuant to applicable State law. Any information received by the Village from the Taxpayer under this Agreement will be kept confidential to the extent allowed by the Requirements of Law. Failure by the Taxpayer to execute and provide the documentation required by this Section 10.A will relieve the Village from performance of any duty or obligation under this Agreement until such time as the Taxpayer has cured such failure.

B. **State Audits and Refunds**. The Taxpayer must timely notify the Village if it initiates any protest or audit of the Sales Taxes remitted from the Property to the State of Illinois, and if the State of Illinois refunds or credits to the Taxpayer any portion of the remitted Sales Taxes as a result of the protest or audit. In the event of such a refund or credit,

the Village will be entitled to deduct an amount equal to the refunded or credited amount from subsequent payments of Sales Tax Rebates made pursuant to this Agreement.

SECTION 11. PAYMENT OF VILLAGE FEES AND COSTS.

In addition to any other costs, payments, fees, charges, contributions, or dedications specifically required by this Agreement, the Taxpayer must pay to the Village, as and when due, all application, inspection, and permit fees, all other fees, charges, and contributions required by applicable Village codes, ordinances, resolutions, rules, or regulations, and all third-party legal, engineering, and other consulting or administrative fees, costs, and expenses incurred or accrued in connection with the negotiation, preparation, consideration, and review of this Agreement.

SECTION 12. ENFORCEMENT.

A. **Enforcement.** The parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance (including, without limitation, payment by the Village to the Taxpayer of payments due to Taxpayer under this Agreement), enforce or compel the performance of this Agreement; provided, however, that the Taxpayer agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village, or any past, present, or future director, member, elected or appointed officer, official, agent, representative, employee, or attorney, of the Village on account of the negotiation, execution, or breach of this Agreement. In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the Village will be entitled to withhold the issuance of building permits or certificates of occupancy for any and all buildings and structures within the Property at any time when the Taxpayer has failed or refused to meet fully any of its obligations under this Agreement. In the event of a judicial proceeding brought by one party to this Agreement against the other party to this Agreement pursuant to this Section, the prevailing party will be entitled to reimbursement from the unsuccessful party of all costs and expenses, including without limitation reasonable attorneys' fees, incurred in connection with the judicial proceeding.

B. **Notice and Cure.** Neither party may exercise the right to bring any suit, action, mandamus, or any other proceeding pursuant to Section 12.A of this Agreement without first providing written notice to the other party of the breach or alleged breach and allowing 15 days to cure the breach or alleged breach. If the breach cannot be cured within the 15-day period (***"Time for Cure"***), then the Time for Cure will be extended accordingly, provided that the notified party has promptly commenced to cure the breach within the Time for Cure and continued to prosecute the cure of the breach with diligence.

SECTION 13. NATURE, SURVIVAL, AND TRANSFER OF OBLIGATIONS.

A. **Obligations.** The parties agree that all charges payable pursuant to this Agreement, together with interest and costs of collection, including attorneys' fees, constitute both the personal obligation of the party liable for its payment, and the successors of that party.

B. **Binding Effect.** The Taxpayer acknowledges and agrees that this Agreement is binding upon the Taxpayer, and any and all of its heirs, successors, permitted assigns, and successor owners of record of all or any portion of the Dealership.

C. **Transferee Assumption**. To assure that any potential heir, successor, or permitted assign has notice of this Agreement and the benefits and obligations created by it, the Taxpayer agrees to require, prior to the transfer of a legal or beneficial interest in all or any portion of the Dealership, the transferee to execute an enforceable transferee assumption agreement in a form acceptable to the Village Attorney (***"Transferee Assumption Agreement"***). The Village agrees that, upon a successor becoming bound to the personal obligation created in this Agreement in the manner provided, the liability of the Taxpayer or other predecessor obligor will be released to the extent of the transferee's assumption of liability. The Taxpayer agrees to notify the Village in writing at least 30 days prior to the date on which the Taxpayer proposes to transfer a legal or beneficial interest in all or any portion of the Dealership to a transferee. The Taxpayer must, at the same time, provide the Village with a fully executed copy of the Transferee Assumption Agreement.

D. **Transfer Defined**. For purposes of this Agreement, the term "transfer" includes any assignment, transfer, sale, transfer to a receiver or to a trustee in bankruptcy, transfer in trust, or other disposition of the Dealership, in whole or in part, by voluntary or involuntary sale, foreclosure, restructuring, merger, sale and leaseback, consolidation, or otherwise.

E. **Prohibited Assignments**. It is the express intent of the parties that, except as expressly provided or allowed herein, this Agreement, and all of the rights and privileges granted herein, are for the sole and exclusive benefit of the Taxpayer for operation of an Infiniti Dealership on the Property. Accordingly, notwithstanding any provision of this Agreement, in the event that the Taxpayer does, or attempts to, voluntarily or involuntarily transfer its interest in the Dealership, in whole or in part, without the prior consent of the Corporate Authorities, which consent may be granted or denied in the sole and absolute discretion of the Corporate Authorities, this Agreement, and all of the rights and privileges granted herein, will, at the option of the Village, become null and void and be of no force or effect.

SECTION 14. REPRESENTATIONS AND WARRANTIES.

In order to induce the Village to enter into this agreement and to adopt the ordinances and grant the rights herein provided for, the Taxpayer hereby warrants and represents to the Village as follows:

A. The Taxpayer is a duly organized, validly existing corporation in good standing under the laws of the State of Illinois.

B. The Taxpayer has the corporate authority and the legal right to make, deliver, execute, and perform this Agreement and has taken all necessary corporate, partnership, and venture actions to authorize the execution, delivery, and performance of this Agreement.

C. All necessary consents of any board of directors, shareholders, creditors, investors, partners, judicial, or administrative bodies, governmental authorities, or other

parties including specifically, but without limitation, all secured parties referenced on ***Exhibit B*** regarding the execution and delivery of this Agreement have been obtained.

D. The consent or authorization of, filing with, or other act by or in respect of any governmental authority (other than the Village, and the State of Illinois with respect to distribution of Sales Taxes) is required in connection with the execution, delivery, performance, validity, or enforceability of this Agreement.

E. The individuals executing this Agreement on behalf of the Taxpayer have the power and authority to execute and deliver this Agreement on behalf of the Taxpayer.

F. The execution, delivery, and performance of this Agreement: (i) is not prohibited by any Requirement of Law or under any contractual obligation of the Taxpayer; (ii) will not result in a breach or default under any agreement to which the Taxpayer is a party or to which the Taxpayer, in whole or in part, is bound; and (iii) will not violate any restriction, court order, or agreement to which the Taxpayer or the Property, in whole or in part, is or are subject.

SECTION 15. GENERAL PROVISIONS.

A. **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.

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

C. **Notices**. Any notice, communication, or demand required or permitted to be given under this Agreement must be in writing and must be delivered: (i) personally, (ii) by a reputable overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise provided in this Agreement, notices will be deemed received after the first to occur of: (a) the date of actual receipt; or (b) the date that is one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party to this Agreement has 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 will be effective until actually received.

Notices and communications to the Village must 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:

Elrod Friedman LLP
325 N. LaSalle St., Suite 450
Chicago, Illinois 60654
Attention: Hart M. Passman, Village Attorney

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

Gregory Infiniti, Inc.
1205 S. Milwaukee Ave.
Libertyville, IL 60048
Attention: Gregory Gesualdo

With a copy to:

Burke, Warren, MacKay & Serritella, P.C.
330 N. Wabash Ave., Suite 2100
Chicago, IL 60611
Attention: Jay Statland

D. **Governing Law**. This Agreement is to be governed by, and enforced in accordance with, the internal laws, but not the conflict of laws rules, of the State of Illinois.

E. **Interpretation**. This Agreement is to 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 is to 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 is not applicable to this Agreement.

F. **Change in Laws**. Except as otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations of any kind includes the laws, ordinances, rules, or regulations of any kind as they may be amended or modified from time to time hereafter.

G. **Headings**. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

H. **Time of Essence**. Time is of the essence in the performance of this Agreement.

I. **No Third Party Beneficiaries**. Except as expressly provided in this Agreement, no claim as a third party beneficiary under this Agreement by any person, firm, or corporation may be made or will be valid against the Village or the Taxpayer.

J. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated.

K. **Calendar Days and Time.** Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" means calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

L. **Exhibits.** Exhibit A is attached to this Agreement, and by this reference incorporated in and made a part of, this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement will control.

M. **Counterparts**. This Agreement may be executed in several counterparts, each of which, when executed, is to be deemed to be an original, but all of which together constitute one and the same instrument.

N. **Waiver.** Neither the Village nor the Taxpayer are or will be under any obligation to exercise any of the rights granted to them in this Agreement except as it determines to be in its best interest from time to time. The failure of the Village or the Taxpayer to exercise at any time any of those rights is not to be deemed or construed as a waiver of that right, nor will the failure void or affect the Village's or the Taxpayer's right, as the case may be, to enforce those rights or any other rights.

O. **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 are cumulative and are not exclusive of any other rights, remedies, and benefits allowed by law.

P. **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 must be in writing.

Q. **Grammatical Usage and Construction.** In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

R. **Village Authority to Execute.** The Village hereby warrants and represents to the Taxpayer that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

ATTEST:

VILLAGE OF LIBERTYVILLE

_____
Village Clerk

_____
Village President

ATTEST:

GREGORY INFINITI, INC.

By: _____

By: _____

Its: _____

Its: _____

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

This instrument was acknowledged before me on _____, 2021 by Terry L. Weppler, the Village President of the **VILLAGE OF LIBERTYVILLE**, an Illinois municipal corporation, and by Sally Kowal, the Village Clerk of said municipal corporation.

Notary Public

My Commission Expires:

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, Neil J Ward, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Gregory Gerrald, personally known to me to be the President of **GREGORY INFINITI, INC.**, an Illinois corporation, and _____, personally known to me to be the _____ of said corporation, appeared before me this day in person and acknowledged that as such _____ and _____, they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of **GREGORY INFINITI, INC.**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17th day of April, 2021.

Notary Public

My Commission Expires: 5/4/2024

(SEAL)

NEIL J WARD
Official Seal
Notary Public - State of Illinois
My Commission Expires May 4, 2024

EXHIBIT A

Legal Description of the Property

That part of Lot 6 in Ernst Hecht Estates Subdivision, being a Subdivision of Sections 20, 21, 22, 27, 28 and 29, Township 44 North Range 11 East of the Third Principal Meridian, according to the Plat thereof recorded May 23, 1918, as document number 177862, in Book "K" of Plats, pages 10 and 11, Described as Follows: Commencing at the Southeast Corner of Lot 6, being the Center Line of Milwaukee Avenue, thence North 83 degrees 27 minutes 15 seconds West along the Southerly line of Said Lot 6, a distance of 46.94 feet to the Westerly line of said Milwaukee Avenue and also the point of beginning; thence North 9 degrees 59 minutes 15 seconds West along the Westerly line of said Milwaukee Avenue, 413.62 feet, thence South 80 degrees 00 minutes 45 seconds West, 104.26 feet; thence Westerly along a curved line being Concave, Northerly and Having a Radius of 830.97 Feet, a Distance of 522.11 Feet; thence South 06 degrees 32 minutes 45 Seconds West 380.0 feet to a point in the Southerly line of Said Lot 6, said point being North 83 degrees 27 minutes 15 Seconds West, 731.06 feet from the point of beginning, thence South 83 degrees 27 minutes 15 Seconds East along the Southerly line of Said Lot 6, a distance of 731.06 feet to the point of beginning, in Lake County, Illinois.

P.I.N.: 11-28-209-021

Commonly known as 1201-1205 S. Milwaukee Avenue, Libertyville, Illinois.

EXHIBIT B

List of Secured Parties

- Signature Bank

Agenda Item No. 3P

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	April 27, 2021
Agenda Item:	**REPORT OF THE APPEARANCE REVIEW COMMISSION** April 19, 2021
Appearance Review Commission Recommendation:	Approve
Staff Contact:	John P. Spoden, Director of Community Development

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Background: The Appearance Review Commission (ARC) met on April 19, 2021, and reviewed seven (7) items that require Village Board approval.

The items heard at the April 19, 2021, meeting includes:

1. **151 W. Golf Road (Integrated Home Healthcare Palliative & Hospice, Applicant)**

   Request is for approval of new building facades.

   Commissioner Tarello made a motion, seconded by Commissioner Flader, to recommend the Village Board of Trustees approve the application for new building facades at 151 W. Golf Road, in accordance with the plans submitted.

   Motion carried 4 - 0.

2. **850 S. Milwaukee Avenue (Heritage Signs, Ltd., Authorized Agent for Michael Massarelli)**

   Request is for approval of new signage.

   Commissioner Tarello made a motion, seconded by Commissioner Burger, to recommend the Village Board of Trustees approve the application for new signage at 850 S. Milwaukee Avenue, in accordance with the plans submitted.

   Motion carried 4 - 0.

3. **870 S. Milwaukee Avenue (North Shore Sign Co., Authorized Agent for Michael Massarelli)**

   Request is for approval of new signage.

Commissioner Tarello made a motion, seconded by Commissioner Burger, to recommend the Village Board of Trustees approve the application for new signage at 870 S. Milwaukee Avenue, subject to the following conditions: 1) A narrow perimeter band is around the letters; and 2) Confirm the sign size is in compliance at time of permit.

Motion carried 4 - 0.

4. **1121 S. Milwaukee Avenue (Jonathan Power, Gram Creek Holdings, Applicant)**

Request is for approval of new building facades and signage.

Commissioner Tarello made a motion, seconded by Commissioner Flader, to recommend the Village Board of Trustees approve the application for new building facades and signage at 1121 S. Milwaukee Avenue, in accordance with the plans submitted.

Motion carried 4 - 0.

5. **1100 N. US Route 45 (HPT TRS IHG-2, Inc., Applicant)**

Request is for approval of new signage.

Commissioner Tarello made a motion, seconded by Commissioner Flader, to recommend the Village Board of Trustees approve the application for new signage at 1100 N. US HW 45, in accordance with the plans submitted.

Motion carried 4 - 0.

6. **708 W. Park Avenue (STR Partners LLC, Authorized Agent for Community High School District 128)**

Request is for approval of new building facades and other exterior improvements.

Commissioner Tarello made a motion, seconded by Commissioner Burger, to recommend the Village Board of Trustees approve the application for new building facades and other exterior improvements at 708 W. Park Avenue, in accordance with the plans submitted.

Motion carried 4 - 0.

7. **2501 Commerce Drive (Jon T. Olmstead, Authorized Agent for Paul Valenti Jr.)**

Request is for approval of new lighting, landscaping, and other exterior improvements.

Commissioner Flader made a motion, seconded by Commissioner Tarello, to recommend the Village Board of Trustees approve the application for new lighting, landscaping, and other exterior improvements at 2501 Commerce Drive, in accordance with the plans submitted.

Motion carried 4 - 0.

REPORT OF THE APPEARANCE REVIEW COMMISSION
April 19, 2021

ARC 21-07 Integrated Home Healthcare Palliative & Hospice, Applicant
151 W. Golf Road

Request is for new building facades.

Mr. Allan Oliva, Mr. Ted Peck, and Mr. Daryl Moore, authorized agents for Integrated Home Healthcare Palliative & Hospice, presented the proposed building facades for 151 W. Golf Road. Mr. Peck stated the comments from the last meeting were reviewed and the design was updated accordingly. Mr. Peck stated the East Elevation and North Elevation will feature new windows to match the rest of the windows on the entire building. Mr. Peck stated the North Elevation has existing arched windows with a transom above that has been adjusted to match the double casements elsewhere around the building. Mr. Peck stated the existing windows on the East Elevation have been removed for similar window styles and proportions. Mr. Peck stated downspouts have been added to the proposed elevations, along with dimensions for the windows.

Chairman Robbins stated the proposal is a dramatic improvement with a design logic and cohesion. Commissioner Flader stated the design is much better and the relationship between the windows, railing, and landscaping are evident. Commissioner Tarello and Commissioner Burger agreed the proposal looks better.

Commissioner Tarello made a motion, seconded by Commissioner Flader, to recommend the Village Board of Trustees approve the application for new building facades at 151 W. Golf Road, in accordance with the plans submitted.

Motion carried 4 - 0.

ARC 21-11 Heritage Signs, Ltd., Authorized Agent for Michael Massarelli
850 S. Milwaukee Avenue

Request is for new signage.

Ms. Cindy Fitzpatrick, authorized agent for Heritage Signs, Ltd., presented the proposed signage for 850 S. Milwaukee Avenue. Ms. Fitzpatrick stated the scope of work is for "Salt of the Earth: Salt Cave & Spa". Ms. Fitzpatrick stated there will be a set of halo-lit channel letters. Ms. Fitzpatrick stated the red pill design beneath will have an opaque layer for the red color and the letters will be illuminated. Chairman Robbins questioned if a raceway is possible with this design. Ms. Fitzpatrick stated the halo-lit letters cannot be applied to a raceway without disrupting the letters. Chairman Robbins questioned if Cambridge Plaza is okay with this sign change. Ms. Fitzpatrick confirmed the owner has signed off on the sign. Chairman Robbins questioned Staff Comment #2 regarding the illumination. Mr. Sandine stated the red background of the "Salt Cave & Spa" sign will need to be opaque so that the letters are only illuminated. Ms. Fitzpatrick stated that is her intention for the illumination of that sign. The Commission stated they are okay with the design.

Commissioner Tarello made a motion, seconded by Commissioner Burger, to recommend the Village Board of Trustees approve the application for new signage at 850 S. Milwaukee Avenue, in accordance with the plans submitted.

Motion carried 4 - 0.

ARC 21-12 North Shore Sign Co., Authorized Agent for Michael Massarelli
870 S. Milwaukee Avenue

Request is for new signage.

Mr. Matt Laska, authorized agent for North Shore Sign Co., presented the proposed signage for 870 S. Milwaukee Avenue. Mr. Laska stated the existing Bagels by the Book letters will be removed in favor of a new illuminated channel logo. Mr. Laska stated the sign face will be a pan-formed face that has the face raised and the copy reading "Bagels" will be embossed. Mr. Laska stated there will some editing involved so the white will have an opaque background but there will be a white background at the edge of the letters. Chairman Robbins confirmed there will be a narrow perimeter band around the letters. Commissioner Tarello questioned if the white will be around "Bagels" or "Bagels by the Book". Mr. Laska stated it will be around the entire copy of "Bagels by the Book". Chairman Robbins questioned the height of the building. Mr. Laska stated they will review the height and size down the sign proportionally if needed.

Commissioner Tarello made a motion, seconded by Commissioner Burger, to recommend the Village Board of Trustees approve the application for new signage at 870 S. Milwaukee Avenue, subject to the following conditions: 1) A narrow perimeter band is around the letters; and 2) Confirm the sign size is in compliance at time of permit.

Motion carried 4 - 0.

ARC 21-13 Jonathan Power, Game Creek Holdings, Applicant
1121 S. Milwaukee Avenue

Request is for new building facades and signage.

Mr. Jonathan Power, authorized agent for Game Creek Holdings, presented the proposed building facades and signage for 1121 S. Milwaukee Avenue. Mr. Power stated the building will be painted the brand colors and the existing signage at the Infiniti Gregory dealership will be removed in favor of the new Tesla dealership. Mr. Power stated the proposed signage is within the allotment permitted by the Zoning Code. Chairman Robbins confirmed the façade is not being manipulated, just the colors are being changed. Chairman Robbins questioned the landscaping at the base of the pylon sign. Chairman Robbins stated as long as the quantities are correct and the landscaping is on the pre-approved list, then the applicant can work through the details at time of permit. Chairman Robbins questioned if the sign will be in the same location as the existing pylon sign. Mr. Power confirmed and noted the landscaping will be detailed at time of permit submittal. Chairman Robbins questioned if the applicant will need to reappear in front of the Commission

with a landscape plan. Mr. Sandine stated the amount is within Staff's ability to approve without sending it to the full Commission.

Commissioner Tarello made a motion, seconded by Commissioner Flader, to recommend the Village Board of Trustees approve the application for new building facades and signage at 1121 S. Milwaukee Avenue, in accordance with the plans submitted.

Motion carried 4 - 0.

ARC 21-14 HPT TRS IHG-2, Applicant
1100 N. US HW 45

Request is for new signage.

Ms. Amanda Davis, authorized agents for Sonesta Suites, presented the proposed signage for 1100 N. US HW 45. Ms. Davis stated the scope of work includes changing the proposed signage from Candlewood Suites to Sonesta Simply Suites. Ms. Davis stated the signs are on the northern façade, western façade, western entrance canopy, and freestanding sign. Chairman Robbins questioned if the wall signs will use the same raceway. Ms. Davis confirmed the new signs will be on the same raceway. Chairman Robbins confirmed the new signage will be mounted to the same raceway.

Commissioner Tarello made a motion, seconded by Commissioner Flader, to recommend the Village Board of Trustees approve the application for new signage at 1100 N. US HW 45, in accordance with the plans submitted.

Motion carried 4 - 0.

ARC 21-16 STR Partners LLC, Authorized Agent for Community High School District 128
708 W. Park Avenue

Request is for new building facades and other exterior improvements.

Mr. Brian Schutz, Mr. Mark Koopman, and Mr. Mike Henderson, authorized agents for Community High School District 128, presented the proposed building facades and other exterior improvements for 708 W. Park Avenue. Mr. Schutz stated the project includes the renovation of the existing fieldhouse. Mr. Schutz stated the exterior metal panels will be replaced with an insulated metal panel, in a lighter color. Mr. Schutz stated the roof will be replaced with a lighter roof, and the heating/air conditioning will be replaced. Mr. Schutz stated rooftop mechanical units will be replaced and screened with a CityScapes product. Mr. Schutz stated a chain-link fence remediation will occur along the front entrance off Park Avenue and a fence replacement will occur at Sunset/Linden. Mr. Schutz stated most of the rooftop units will be located on the southern side of the ridge. Mr. Schutz stated the new colors will match the existing colors at the school. Mr. Schutz stated the new fence will be a wrought-iron fence at the corner of Sunset/Linden, while new gates will be replaced.

Chairman Robbins noted the plans indicate the existing concrete foundation will be painted. Chairman Robbins questioned if the concrete will work better with a stain, noting a concern about the paint peeling in the future. Mr. Schutz stated they will do a skim-coat over the concrete foundation and then paint. Chairman Robbins stated he is all for a color change but is nervous about the long-term maintenance. Mr. Schutz stated it is important to keep the maintenance low, while still keeping the design looking good. Mr. Koopman stated the District has known for a few years that an update to the fieldhouse has been necessary. Mr. Koopman stated that once this project has been completed, it will be on the yearly maintenance plan that will address any issues. Commissioner Flader questioned the feasibility of extending the new metal down to the grade. Mr. Koopman stated the existing building is an old butler building that was provided a foundation. Mr. Koopman stated it is not feasible to extend the paneling down the side of the concrete foundation. Mr. Koopman stated it is potentially possible on the west side, but it will likely look odd in comparison to the rest of the building. Mr. Schutz stated it will look better with a heavier base than trying to change the corner. Chairman Robbins agrees with that assessment and stated the proposal is an improvement. Chairman Robbins stated his main concern is that concrete doesn't hold paint very well. Chairman Robbins stated he understand the maintenance program but indicated that painted concrete will require long-term commitment. Mr. Koopman stated the concrete is currently painted so it has been on their radar for some time. Chairman Robbins questioned the paint color for the concrete foundation. Mr. Schutz stated the color will be almond to match the rooftop units. Mr. Koopman stated that color also matches the fascia and windows around the building.

Commissioner Tarello made a motion, seconded by Commissioner Burger, to recommend the Village Board of Trustees approve the application for new building facades and other exterior improvements at 708 W. Park Avenue, in accordance with the plans submitted.

Motion carried 4 - 0.

ARC 21-17 Jon T. Olmsted, Authorized Agent for Paul Valenti Jr.
2501 Commerce Drive

Request is for new lighting, landscaping, and other exterior improvements.

Mr. Jon T. Olmsted, authorized agent for Paul Valenti Jr., presented the proposed lighting, landscaping, and other exterior improvements for 2501 Commerce Drive. Mr. Olmsted stated the scope of work includes constructing a Veterans Memorial on the property. Mr. Olmsted stated the owner is interested in expressing his gratitude towards the military. Mr. Olmsted stated the location of the memorial is in an open turf area that was previously considered for land-banked parking. Mr. Olmsted stated the land-banked parking has been relocated to accommodate the memorial location so a loss in parking is not an issue. Chairman Robbins questioned if the existing parking only 35-spaces. Mr. Olmsted stated the bank of parking proposed is an extension of the existing parking lot. Mr. Olmsted stated 12 new spaces are being proposed with this submittal. Mr. Olmsted stated the curb will be removed, the soil will be excavated, and reused to berm the memorial for privacy. Commissioner Tarello questioned the land-banked spaces. Mr. Olmsted stated there were 42-parking spaces initially, but the proposal is for 35 land-banked and 12-new parking spaces.

Commissioner Flader noted the landscape specimen look great. Commissioner Burger agreed the proposal looks good.

Commissioner Flader made a motion, seconded by Commissioner Tarello, to recommend the Village Board of Trustees approve the application for new lighting, landscaping, and other exterior improvements at 2501 Commerce Drive, in accordance with the plans submitted.

Motion carried 4 - 0.

Agenda Item No. 3Q

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 27, 2021

Agenda Item: **REPORT OF THE HISTORIC PRESERVATION COMMISSION**
April 19, 2021

Historic Preservation Commission Recommendation: Approve

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

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Background: The Historic Preservation Commission (HPC) met on April 19, 2021, and reviewed two (2) items that require Village Board approval.

The items heard at the April 19, 2021, meeting includes:

1. **100 E. Cook Avenue, Suite 200 (Compass, Illinois Inc., Authorized Agent for Schanck LLC)**

   Request is for approval of new signage.

   Commissioner Galo made a motion, seconded by Commissioner Hamilton-Smith, to recommend the Village Board of Trustees approve the application for new signage at 100 E. Cook Avenue, Suite 200, in accordance with the plans submitted.

   Motion carried 3 - 0.

2. **508 N. Milwaukee Avenue (Evanston Awning Co., Authorized Agent for Christine Karahalios)**

   Request is for approval of a new awning.

   Commissioner Hamilton-Smith made a motion, seconded by Commissioner Galo, to recommend the Village Board of Trustees approve the application for a new awning at 508 N. Milwaukee Avenue, in accordance with the plans submitted.

   Motion carried 3 - 0.

Agenda Item No. 4

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 27, 2021

Agenda Item: **REPORT OF THE ZONING BOARD OF APPEALS**
ZBA 21-02, Variation for Signage
Napleton Properties, LLC, Applicant
1050 S. Milwaukee Avenue

Staff Recommendation to Zoning Board of Appeals: Approve variation for signage.

ZBA Recommendation: To approve. Upon approval, an ordinance will be drafted for Village Board action.

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

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Background: Napleton Properties, LLC is proposing to install a new monument sign for the Cadillac dealership at 1050 S. Milwaukee Avenue. A variation is requested to increase the allowable sign area from 140 square feet to 248 square feet. During the public hearing, it was noted that half the sign area will not have any lettering on it. A motion to recommend Village Board of Trustees approval passed with a vote of 6 - 0.

REPORT OF THE ZONING BOARD OF APPEALS

REPORT ON: ZBA 21-02, Napleton Properties, LLC

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

Pursuant to the **APPLICATION of NAPLETON PROPERTIES, LLC**, being the **OWNER** of real estate located at **1050 S. MILWAUKEE AVENUE**, the **ZONING BOARD OF APPEALS** of the Village of Libertyville held a **PUBLIC HEARING** to consider the **APPLICATION FOR A VARIATION TO INCREASE THE MAXIMUM PERMITTED GROSS SURFACE AREA PER SIGN FACE FROM 140 SQUARE FEET TO APPROXIMATELY 248 SQUARE FEET IN ORDER TO INSTALL A FREESTANDING BUSINESS SIGN FOR PROPERTY LOCATED IN A C-5, VEHICLE DEALER COMMERCIAL DISTRICT, CHAPTER 26, SECTION 26-11-13**, according to the provisions cited in the Libertyville Municipal Code as amended, with the aforesaid real estate being described in Exhibit A, attached.

The aforesaid **PUBLIC HEARING** was duly advertised on **JANUARY 8, 2021**, and held at **7:00 P.M.**, commencing on **JANUARY 25, 2021**, and concluding on **APRIL 12, 2021**, in the Village Hall, 118 West Cook Avenue, Libertyville, Illinois. Written notice was served by certified mail, return receipt requested, to all property owners within 250 feet of the site.

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

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

Background:

The petitioner, Napleton Libertyville Cadillac, is requesting a sign variation to exceed the maximum gross surface area per sign face in order to install a freestanding business sign. Per Zoning Code (26-11.13.c.3), freestanding signs shall not exceed a maximum gross surface area of 140 SF per sign face or 280 SF per zoning lot. The square footage for the proposed freestanding sign is calculated to be 248 SF. A sign variation to exceed the maximum gross surface area per sign face will be required. The Zoning Board of Appeals notes that the 248 square foot sign area of the proposed freestanding sign is comprised of six (6) white Aluminum Composite Material panels. The Zoning Code by sign area definition requires that all six (6) panels of the sign facade be considered sign area. However, only three of the six (6) panels contain either the Cadillac logo or the Cadillac Napleton lettering. As the three panels with logo and lettering comprise approximately 138 square feet, the Zoning Board of Appeals supports the sign variation to increase the maximum permitted sign area per sign face from 140 square feet to approximately 248 square feet.

The Zoning Board of Appeals notes that the proposed freestanding 'Cadillac Napleton' sign will stand at approximately 30'-1/16" as measured from the grade adjacent to the sign. Per the Zoning Code (26-11-13.c.4), the maximum height of a freestanding sign shall not exceed twenty-seven (27) feet above grade. The Zoning Code defines grade for a sign to be measured from the level of the

street nearest the proposed location of the sign. The applicant has relocated the proposed sign to be 78-feet from the center line of the Milwaukee Avenue right of way and approximately 85-feet from the center line of the Golf Road right of way. The topographical grade elevations for this location indicate that the proposed sign will be four (4) feet lower than the elevation of Milwaukee Avenue, which permits the freestanding sign to have a height of approximately thirty-one (31) feet as measured from the adjacent grade and will have a code compliant height of less than 27 feet as measured from the nearest street level. A variation is not required for the height of a freestanding sign at this location.

The Zoning Board of Appeals further notes other vehicle dealerships located along South Milwaukee Avenue that have been approved for various sign variations including the following:

1. Gregory Infiniti at 1121 South Milwaukee Ave.
2. Napleton Mazda at 1120 South Milwaukee Ave.
3. Napleton Ford at 1010 South Milwaukee Ave.
4. Pauly Honda at 1111 South Milwaukee Ave.
5. Libertyville Chevrolet at 1001 South Milwaukee Ave.
6. McGrath Acura of Libertyville at 1620 S Milwaukee Ave.

The Zoning Board of Appeals finds that carrying out of the strict letter of the provisions of the Zoning Code would create a practical difficulty or particular hardship for the applicant. The requested variation does satisfy each of the standards listed in Section 16-8.7 of the Zoning Code, as follows:

a. *General Standard*. The sign variation is requested as the carrying out the strict letter of the provisions of the Zoning Code creates a particular hardship and practical difficulty.

b. *Unique Physical Condition*. The subject lot is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition due to the undulating topographical elevations.

c. *Not Self-Created*. The aforesaid topographical condition is not the result of any action or inaction of the owner or its predecessors in title.

d. *Denied Substantial Rights*. The carrying out of the strict letter of the provision from which the sign variation is sought would deprive the owner of the subject lot of substantial rights commonly enjoyed by owners of other lots subject to the same provision.

e. *Not Merely Special Privilege*. The hardship or difficulty to comply with the Zoning Code is neither the inability of the owner to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision.

f. *Code and Plan Purposes*. The variation would not result in a use or development of the subject lot that would be not in harmony with the general and specific purposes for which this Code and the provision from which a variation is sought were enacted or the general purpose and intent of the Official Comprehensive Plan.

g. *Essential Elements of the Area*. The variation would not result in a use or development on the subject lot that:

1) Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development, or value of property or improvements permitted in the vicinity; or
2) Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or
3) Would substantially increase congestion in the public streets due to traffic or parking; or
4) Would unduly increase the danger of flood or fire; or
5) Would unduly tax public utilities and facilities in the area; or
6) Would endanger the public health or safety.

h. *No Other Remedy*. There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject lot.

WHEREFORE, the Zoning Board of Appeals of the Village of Libertyville, Lake County, Illinois is recommending to the Village President and the Board of Trustees, that this **APPLICATION FOR A VARIATION TO INCREASE THE MAXIMUM PERMITTED GROSS SURFACE AREA PER SIGN FACE FROM 140 SQUARE FEET TO APPROXIMATELY 248 SQUARE FEET IN ORDER TO INSTALL A FREESTANDING BUSINESS SIGN FOR PROPERTY LOCATED IN A C-5, VEHICLE DEALER COMMERCIAL DISTRICT** be **APPROVED**.

The vote of the Zoning Board of Appeals recommending **APPROVAL** was 6 - 0, recorded as follows:

AYES: KRUMMICK, FLORES, MOORE, OAKLEY, PYTER, STEFFE

NAYS: NONE

ABSENT: SCHULTZ

Respectfully Submitted, April 20, 2021.

_____
Chair, Zoning Board of Appeals

_____
Secretary, Zoning Board of Appeals

EXHIBIT A

Legal Description of the Property

PARCEL 1:
THAT PART OF LOT 13 IN ERNST HECHT ESTATE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF GOLF ROAD AND THE EAST RIGHT-OF-WAY LINE OF MILWAUKEE AVENUE, SAID POINT BEING 521.10 FEET NORTHERLYOF THE NORTH LINE OF THE SOUTH 1/2 OF LOT 8 IN SAID SUBDIVISION, AS MEASURED ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE NORTHERLY ALONG SAID EAST RIGHT OF WAY LINE, 400.00 FEET; THENCE EASTERLY PARALLEL WITH SAID NORTH RIGHT-OF-WAY LINE, 530.00 FEET; THENCE SOUTHERLY PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE, 400.00 FEET TO SAID NORTH RIGHT-OF-WAY LINE; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE 530.00 FEET TO THE POINT OF BEGINNING, (EXCEPT THAT PART TAKEN FOR HIGHWAY PURPOSES AND ALSO EXCEPT THAT PART CONVEYED TO THE STATE OF ILLINOIS BY WARRANTY DEED RECORDED AS DOCUNSENT 2281220), IN LAKE COUNTY, ILLINOIS.

PARCEL 2:
BEING A SUBDIVISION OF PART RANGE 11, EAST OF THE THIRD THAT PART OF LOT 13 IN ERNST HECHT ESTATE SUBDIVISION, OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 44 NORTH, PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE EAST LINE OF MILWAUKEE AVENUE, SAID POINT BEING 921.10 FEET NORTHERLY OF THE NORTH LINE OF THE SOUTH 1/2 OF LOT 8 IN SAID SUBDIVISION, AS MEASURED ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE, 100.00 FEET; THENCE EASTERLY PARALLEL WITH SAID NORTH RIGHT-OF-WAY LINE, 225.00 FEET; THENCE SOUTHERLY PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE, 100.00 FEET; THENCE WESTERLY PARALLEL WITH SAID NORTH RIGHT-OF-WAY LINE 225.00 FEET TO THE POINT OF BEGINNING, (EXCEPT THAT PART TAKEN FOR HIGHWAY PURPOSES , IN LAKE COUNTY, ILLINOIS.

PARCEL 3:
NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FROM THAT PART OF LOT 13 IN ERNST HECHT ESTATE SUBDIVISION, DESCRIBED ABOVE, WHICH EASEMENT AREA IS DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY OF GOLF ROAD AT A POINT 530.00 FEET EASTERLY FROM THE POINT OF INTERSECTION OF THE NORTH RIGHT OF WAY OF GOLF ROAD AND THE EASTERLY RIGHT-OF-WAY OF MILWAUKEE AVENUE, SAID POINT OF INTERSECTION BEING 521.10 FEET NORTHERLY OF THE NORTH LINE OF THE SOUTH 1/2 OF LOT 8 IN SAID SUBDIVISION, AS MEASURED ALONG SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTHERLY ALONG A LINE PARALLEL WITH THE EASTERLY RIGHT-OF-WAY LINE OF MILWAUKEE AVENUE, 400.00 FEET; THENCE EASTERLY ALONG A LINE PARALLEL WITH THE NORTHERLY RIGHT-OF-

WAY LINE OF GOLF ROAD 51.54 FEET; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH THE EASTERLY RIGHT-OF-WAY LINE OF MILWAUKEE AVENUE, 400.0 FEET TO SAID NORTHERLY RIGHT-OF-WAY LINE OF GOLF ROAD; THENCE WESTERLY ALONG SAID NORTH LINE 51.54 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS, AS GRANTED BY INSTRUMENT DATED OCTOBER 8, 1970 AND RECORDED OCTOBER 10, 1970, AS DOCUMENT 1477684, IN LAKE COUNTY, ILLINOIS.

Address: 1050 S. Milwaukee Avenue, Libertyville, Illinois
P.I.N. 11-21-416-042

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

March 15, 2021, Appearance Review Commission Meeting Minutes

ARC 20-47 Maureen Napleton, Authorized Agent for Napleton Properties, LLC
1050 S. Milwaukee Avenue

Request is for new signage.

Ms. Maureen Napleton, authorized agent for Napleton Properties, LLC, presented the proposed signage for 1050 S. Milwaukee Avenue. Ms. Napleton stated the twenty (20) foot Certified Pre-Owned Freestanding Sign has been removed from the scope of work to accommodate the P30 Sign. Ms. Napleton stated the location of the thirty (30) foot sign has been relocated to accommodate the height allowance by the Zoning Code. Ms. Napleton stated the size of the sign exceeds what is permitted, which requires the variation request. Chairman Robbins confirmed the Commission is only acting on the primary pylon sign. Commissioner Flader confirmed the height of the sign will still be thirty (30) feet. Chairman Robbins questioned the nature of the landscape specimens. Chairman Robbins stated the Burning Bush will lose its foliage and questioned the Wintercreeper. Commissioner Flader stated the Wintercreeper is a low groundcover planting that will keep some foliage but indicated it will go dormant in the winter months. Commissioner Flader stated the grasses will provide some visual in the winter months if they are left upright but noted the other plantings will likely appear as sticks or be cut back in the winter. Commissioner Flader suggested evergreens or Boxwoods for greenery year-round. Ms. Napleton stated they are open to making some changes to the landscaping to provide year-round interest. Commissioner Flader suggested swapping the Burning Bushes with a Conifer, Evergreen, or Boxwood to provide character and color.

Commissioner Flader made a motion, seconded by Commissioner Seneczko, to recommend the Plan Commission/Zoning Board of Appeals approve the application for new signage at 1050 S. Milwaukee Avenue, subject to the following condition: 1) Replace the "Burning Bush" plantings with a "Conifer", "Evergreen", or "Boxwood" plantings.

Motion carried 4 - 0.

February 15, 2021, Appearance Review Commission Meeting Minutes

ARC 20-47 Maureen Napleton, Authorized Agent for Napleton Properties, LLC
1050 S. Milwaukee Avenue

Request is for new signage.

Commissioner Seneczko made a motion, seconded by Commissioner Tarello, to continue the application for new signage at 1050 S. Milwaukee Avenue, to the March 15, 2021, Appearance Review Commission meeting.

Motion carried 4 - 0.

ARC 20-47 Maureen Napleton, Authorized Agent for Napleton Properties, LLC
1050 S. Milwaukee Avenue

Request is for new signage.

Ms. Maureen Napleton, Mr. Bill Napleton, and Ms. Emma Applebach, authorized agents for Napleton Properties, LLC, presented the proposed signage for 1050 S. Milwaukee Avenue. Chairman Robbins reminded the Commission that this proposal was reviewed at the December 2020 Appearance Review Commission meeting. Chairman Robbins stated a discussion on the height of the sign led to the request of some research. Ms. Napleton stated her research has yielded no results in other signs that are 30-feet in height, however, she maintains that this height would fit in with this facility since it is at a lower grade elevation than the roadway along Milwaukee Avenue. Ms. Napleton stated the design of the sign is understated and simple compared to others in the area. Mr. Napleton stated they have been in the area for approximately ten (10) years and they have enjoyed working with the Village. Mr. Napleton stated 30-foot sign is subtle and sleek in its execution. Mr. Napleton stated they would love to see the height of the sign granted. Mr. Napleton stated the package allows either a 26-foot sign or a 30-foot sign and they feel the 30-foot sign is the best finished product for this location. Chairman Robbins noted Staff's research for the dealership signs along Milwaukee Avenue are less than 30-feet. Chairman Robbins questioned how the Zoning Code defines "height" for a sign. Mr. Sandine stated "height" is defined as the measurement from the average existing grade to the top of the sign. Mr. Sandine stated average existing grade for a sign is measured from the proposed location, or as the average grade within fifty (50) feet of the proposed location, or from the nearest street elevation. Mr. Sandine stated the location of the sign (grade) is about two (2) feet below Golf Road and about four (4) feet below Milwaukee Avenue. Mr. Sandine stated that if the petitioner is able to relocate the sign so that it is closer to Milwaukee Avenue instead of Golf Road, then additional height may be permitted based on this definition. Mr. Napleton noted the Mazda sign on Milwaukee Avenue looks to be larger than 30-feet since it is on a downslope. Ms. Napleton stated they are intent on complying with the setback regulations. Chairman Robbins stated he finds it difficult to determine if a sign is too small, as it is subjective. Chairman Robbins stated he is content with working in the Zoning ordinance. Chairman Robbins stated he is not okay with allowing excess sign height just because it is advantageous for a certain company. Chairman Robbins stated he is all in favor in supporting a sign that meets the height criteria based on grade. Commissioner Burger stated she is okay with the proposal based on Mr. Sandine's outline. Commissioner Tarello questioned the height of the Mazda sign, while Staff indicated the height is approximately 25-feet. Ms. Napleton stated she made a mistake on the sign height initially and confirmed the sign is approximately 25-feet. Ms. Napleton stated the grading aspect makes it look taller. Commissioner Flader questioned if there is a location and landscaping where the sign will be located. Ms. Napleton stated the location of the 30-foot brand sign may be relocated to the 20-foot sign location if the Commission would like to see that. Commissioner Flader confirmed the 30-foot sign may be placed near the entrance. Ms. Napleton stated they are open to flip-flopping the sign.

Chairman Robbins questioned if there is an opportunity for the 30-foot sign to be located closer to the corner. Mr. Sandine stated the applicant may put the sign at least 76-feet from Golf Road and keep it 75-feet from Milwaukee Avenue. Mr. Sandine stated another assessment will be required depending on the final sign location. Mr. Napleton stated having the sign on the corner would be preferrable compared to the entrance. Commissioner Tarello stated she would like to see the sign

further from the corner since it is an entrance to the residential district. Chairman Robbins questioned if the Certified Pre-Owned Sign will require a variation still. Mr. Sandine stated they will not need a variation for that sign, but potentially for the overall square footage. Ms. Applebach stated they have considered the size of the signs and they should not be larger than what is permitted. Commissioner Flader questioned if the Commission will be comfortable moving forward without knowing the final sign placement or landscaping. Commissioner Tarello stated she still has concerns over the height of the sign, but would like to know the final location. Chairman Robbins stated he is concerned about starting an arms race for signs, and indicated he has no objection to the request of knowing the exact location. Ms. Napleton stated they are willing to work with the Commission and Staff on a proper location for the 30-foot sign. Chairman Robbins stated it may be advantageous to continue this for another month to consider the sign placement and landscaping. Chairman Robbins questioned how this project impacts the Plan Commission/Zoning Board of Appeals. Mr. Sandine stated this project was scheduled for Monday, January 22, 2021. Chairman Robbins questioned the nature of the zoning variation. Commissioner Flader questioned if there is still a need for the variation if it is moved outside the setback. Mr. Sandine stated the only concern is the overall square footage that needs to be double-checked. Chairman Robbins stated there is a chance there may not be a variation required. Chairman Robbins questioned the applicant if they are underneath the gross square footage allowance. Ms. Applebach stated that exceeding the square footage was not an initial concern and it is their understanding that they will be underneath the maximum allowed. Ms. Applebach stated the setback requirement will be met to allow for the 30-foot sign. Ms. Applebach stated additional landscaping will be provided, too. Chairman Robbins stated it sounds like there may be an opportunity to have the signage comply with the zoning regulations so a variation will not be required. Mr. Napleton stated he is thankful for the accommodations that have been recommended and the location will be nailed down, along with the required landscaping. Each Commissioner stated they are okay with continuing this item for 30 days to allow the applicant to make the required changes to the location and landscaping.

Commissioner Flader made a motion, seconded by Commissioner Tarello, to continue the application for new signage at 1050 S. Milwaukee Avenue, to the February 15, 2021, Appearance Review Commission meeting.

Motion carried 4 - 0.

December 21, 2021, Appearance Review Commission Meeting Minutes

ARC 20-47 Maureen Napleton, Authorized Agent for Napleton Properties, LLC
1050 S. Milwaukee Avenue

Request is for new signage.

Ms. Maureen Napleton and Ms. Emma Applebach, authorized agents for Napleton Properties, LLC, presented the proposed signage for 1050 S. Milwaukee Avenue. Ms. Napleton stated Cadillac is currently renovating their building and the crowning jewel will be the two freestanding signs along Milwaukee Avenue. Ms. Napleton stated one sign is a 20-foot "Certified Pre-Owned" freestanding sign and the other is a 30-foot "Cadillac" freestanding sign. Ms. Napleton stated this project is one of the first in the nation to be completed as a renovation instead of a new construction building. Ms. Napleton stated they believe these signs will be a great addition to the property.

Chairman Robbins questioned if the existing signs received variations. Mr. Spoden stated he believes variations were granted for the existing signs. Chairman Robbins stated he appreciates the appearance of the sign. Chairman Robbins questioned if all Cadillac dealers across the nations will have multiple signs. Mr. Applebach stated multiple signs are consistent with other dealers through the corporate rebranding program. Chairman Robbins questioned if the applicant was aware of the landscaping requirement. Ms. Napleton stated she intends on going above and beyond the landscaping requirement.

Chairman Robbins stated the position of the sign may need to be moved to be in compliance with the established setback. Chairman Robbins also stated the height of the sign measures to be approximately 30-feet, so it will need to be reduced in order to be in compliance with the 27-foot height allowance. Ms. Napleton stated the purpose of their variation request is to allow the 30-foot sign. Ms. Napleton stated Ms. Applebach has assured her that the sign will be located so that it does not encroach into the setbacks. Ms. Applebach confirmed the signage will be able to adhere to the setback regulations. Chairman Robbins questioned if there is an alternate sign package that would allow for a smaller sign. Ms. Napleton confirmed there is an alternate sign package, although her partners at Cadillac have expressed interest in having that 3-foot advantage over their competitors on Milwaukee Avenue. Ms. Napleton stated she understands this is not a typical request, but she noted that Mazda located a few blocks away was granted a 30-foot sign. Chairman Robbins stated it feels like the start of an arms race, in terms or who has the tallest sign. Chairman Robbins stated he is hesitant to vary the signage in terms of aesthetics.

Commissioner Burger questioned if other signage in the area has been allowed to exceed the height regulations. Mr. Spoden stated he is unaware at the moment, but will look into it. Mr. Spoden stated other sign variations have been granted in the past, such as number of signs or square footage. Commissioner Burger stated it would be nice to know what other businesses have been granted. Commissioner Flader confirmed the size of the proposed sign will be 30-feet or as tall as a 3-story building. Commissioner Flader stated the sign will stand out on Milwaukee Avenue. Ms. Napleton stated the Zoning Code is 27-feet, so the difference is only 3-feet. Ms. Napleton stated the topography of the dealership shows the sign will not be as extreme as it sounds. Chairman Robbins stated he understands the argument but doesn't buy the logic. Chairman Robbins stated the monument sign being moved to the corner will stand out as a monument sign, so it doesn't need the additional height. Chairman Robbins questioned if the reduced height sign will be reduced proportionally. Ms. Applebach confirmed the sign will be reduced proportionally so it will be reduced in width with less visibility. Chairman Robbins noted the sign may be smaller but it is not necessarily less visible. Chairman Robbins stated the sign itself is beautiful. Commissioner Flader stated he has not issues with the design of the sign, but does have an issue with the height. Commissioner Burger stated she understands the design of the sign in context with the rest of the building, but would like to see a conceptual view it with the rest of the signs down Milwaukee Avenue.

Chairman Robbins questioned how the Commission would like to proceed. Chairman Robbins noted the proposal may be continued for 30 days to allow Staff to research other signs. Chairman Robbins stated the Commission can act on the proposal if requested, too. Mr. Sandine stated the applicant is going before the Plan Commission/Zoning Board of Appeals on January 25, 2021, which allows for another Appearance Review Commission without messing up their original timeline. Ms. Napleton stated the production of the sign requires a large lead time. Ms. Napleton stated she would like some guidance this evening, if possible. Ms. Applebach stated there is a 7-week production lead time,

following the issuance of a permit. Ms. Napleton stated she is okay if the vote needs to be pushed back another month. Chairman Robbins indicated that a permit cannot be issued for the project until it has been officially approved by the Village Board of Trustees. Chairman Robbins stated that a second Appearance Review Commission will provide everyone a chance to gather more information. Chairman Robbins and Commissioner Burger suggested to continue this proposal for 30 days.

Commissioner Flader questioned if any other signs are 30-feet in height. Ms. Napleton stated she believes the Mazda sign is at least 30-feet. Ms. Napleton stated she will confirm and share with the Commission. Commissioner Flader questioned if the vacant panels will have lettering in the future. Ms. Napleton stated they are strictly for decoration.

Commissioner Flader made a motion, seconded by Commissioner Burger, to continue the application for new signage at 1050 S. Milwaukee Avenue, to the January 18, 2021, Appearance Review Commission meeting.

Motion carried 3 - 0.

Draft April 12, 2021, Zoning Board of Appeals Meeting Minutes

ZBA 21-02 Napleton Properties, LLC, Applicant
1050 S. Milwaukee Avenue

Request is for a variation to increase the maximum permitted gross surface area per sign face from 140 square feet to approximately 248 square feet in order to install a freestanding business sign for property located in a C-5, Vehicle Dealer Commercial District.

Ms. Maureen Napleton, applicant, stated that she is seeking a variation to increase the maximum permitted size of a freestanding business sign in order to install a freestanding dealership identification monument sign for their dealership property located at 1050 S. Milwaukee Avenue. She stated that the feedback she received from the Appearance Review Commission was to add more shrubbery around the base of the proposed sign. She stated that the scope of work includes the removal of an existing pre-owned vehicle sign.

Board Member Oakley stated that he supports the sign variation request.

Board Member Flores stated that the sign looks nice and that she supports the variation request.

Board Member Steffe asked if Cadillac requires the size that the applicant is requesting approval for. Ms. Napleton stated that Cadillac is going through a re-branding process. She stated that the proposed sign is not flashy and has a clean and modern look. She stated that Cadillac is requesting the larger size for this dealership.

Board Member Steffe stated that he is concerned about the large sign size as proposed.

Ms. Napleton stated that the sign is internally lit with the background being opaque and the lettering and logo having some translucent elements.

Ms. Emma Applebach, sign installer representative on behalf of the petitioner, stated that the Napleton letters on the sign will be back lit.

Board Member Steffe stated that he would have liked to have known how this proposal compares to the dealerships along Milwaukee Avenue.

Board Member Pyter stated that he likes the proposed sign. He asked if the lower three panels will have lettering in the future. Ms. Napleton stated that they do not have any intentions of adding more lettering on the lower half of the sign.

Board Member Moore stated that he supports the proposed removal of the existing freestanding sign on the subject property. He asked if there are any other new sign proposals for this property that may require a variation.

Mr. Smith stated that Staff was recently informed that another sign contractor working on behalf of the property owner indicated that their new wall sign already manufactured, but not yet installed, is large enough that it will require a variation.

Ms. Applebach stated that they do not intend to apply for another variation for the wall sign and will instead forgo the wall lettering and only seek approval to install the Cadillac crest (logo) on the wall. She stated that there is no long term plan to add additional decoration, logos or lettering on the lower three panels of the proposed freestanding sign.

Chairman Krummick asked the petitioner if they are ready for the Zoning Board of Appeals to render their recommendation tonight. Ms. Napleton stated that she is ready for the Zoning Board of Appeals to vote on their proposed sign.

In the matter of ZBA 21-02, Board Member Oakley moved, seconded by Board Member Moore, to recommend the Village Board of Trustees approve a variation to increase the maximum permitted gross surface area per sign face from 140 square feet to approximately 248 square feet in order to install a freestanding business sign for property located in a C-5, Vehicle Dealer Commercial District, in accordance with the plans submitted.

Motion carried 6 - 0.

Ayes: *Krummick, Flores, Moore, Oakley, Pyter, Steffe*
Nays: *None*
Absent: *Schultz*

February 22, 2021, Zoning Board of Appeals Meeting Minutes

ZBA 21-02 Napleton Properties, LLC, Applicant
1050 S. Milwaukee Avenue

Request is for approval of variations for signage for property located in a C-5, Vehicle Dealer Commercial District.

In the matter of ZBA 21-02, Board Member Oakley moved, seconded by Board Member Steffe, to continue this item to the April 12, 2021, Zoning Board of Appeals meeting.

Motion carried 7 - 0.

Ayes: *Krummick, Flores, Moore, Oakley, Pyter, Schultz, Steffe*
Nays: *None*
Absent: *None*

January 25, 2021, Zoning Board of Appeals Meeting Minutes

ZBA 21-02 Napleton Properties, LLC, Applicant
1050 S. Milwaukee Avenue

Request is for approval of variations for signage for property located in a C-5, Vehicle Dealer Commercial District.

In the matter of ZBA 21-02, Board Member Pyter moved, seconded by Board Member Steffe, to continue this item to the February 22, 2021, Zoning Board of Appeals meeting.

Motion carried 7 - 0.

Ayes: *Krummick, Flores, Moore, Oakley, Pyter, Schultz, Steffe*
Nays: *None*
Absent: *None*

Agenda Item No. 5

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 27, 2021

Agenda Item: Consideration of an Ordinance Approving a Lease Agreement with Libertyville Sportsplex, LLC (Canlan Sports USA Corp)

Staff Recommendation: Approve Ordinance

Staff Contact: Nicholas A. Mostardo, Director of Finance
Hart Passman, Village Attorney

Background: On March 13, 2020, the Indoor Libertyville Sports Complex was closed due to the COVID-19 pandemic. Over the past year, staff and the Village Board have been diligently evaluating various scenarios for future operation of the Sports Complex, balancing the need to provide ongoing recreational services to the community safely while mitigating the high cost to operate the facility, which is further exacerbated by COVID-19 capacity restrictions.

As part of the Village's due diligence, the possibility of leasing the Sports Complex to a private operator was considered. Canlan Sports, a Canadian firm that owns and operates sports complexes and ice rinks across Illinois and Canada, engaged with the Village and expressed interest in operating the Indoor Sports Complex facility. Canlan owns and operates the nearby Lake Barrington Sportsplex, the Leafs Ice Center in West Dundee, and a large ice sports facility in Romeoville. The Lake Barrington Sports Complex, in particular, hosts many of the same organizations that previously utilized space in the Libertyville Sports Complex before it closed. Canlan Sports is a highly regarded company in the indoor sports industry, has been in existence since 1956, and is publicly traded on the Toronto Stock Exchange.

Under the structure of the proposed lease, Canlan will assume all profit and loss risk associated with the Libertyville Sports Complex. The proposed lease also gives Canlan an option to acquire the facility within two years, based on an agreed-upon purchase price of $3,750,000. This price was determined by a qualified appraiser and complies with the 80% requirement of 65 ILCS 5/11-76-4.1. Other notable lease provisions are as follows:

- A twenty-four (24) month operating lease beginning July 1, 2021 and ending June 30, 2023, which encompasses the future Lot 4 of the Sports Complex subdivision (the Indoor Complex, parking lot, softball field, and hockey rink)
- Canlan to provide monthly renumeration in the amount of $20,000 to the Village after a five-month abatement period in recognition of COVID-19 capacity restrictions and start-up costs
- Canlan will pay for all utilities and general maintenance costs. The Village will only be responsible for major repairs during the duration of lease
- Village to retain control of the preschool and dance wing of the Indoor Sports Complex under a sublease to be approved by the Village Administrator, the rent for which will be abated for five months
- The lease document guarantees the Village preferential scheduling for in-house programs it may continue to offer in the future
- Canlan has agreed to meet with the Village formally at least semi-annually to coordinate program offerings in order to avoid duplication or gaps in programming
- Canlan will meet and confer with the Village to discuss implementing a Libertyville resident subsidy for Canlan's in-house programs

VILLAGE BOARD AGENDA SUPPLEMENT

Canlan intends to soft open the Sports Complex on July 1, 2021, with full operations resuming by the fall. After approval of the lease, Canlan's operations team intends to move quickly in preparing and refreshing the facility for the reopening. Village staff will coordinate efforts with Canlan's staff where necessary and plan to make regular progress reports to the Parks and Recreation Committee. As the onboarding process progresses, staff will be in a position to make additional reports and recommendations pertaining to fall program offerings.

Overall, the proposed lease offers two broad advantages for the Village and its residents. First, Canlan is a well-established and financially sound company with experience operating facilities similar to the Libertyville Sports Complex. Because of its specialization in the industry and regional presence, Canlan will be able to run the facility efficiently, which should offer a direct benefit to residents in terms of the overall user experience.

Second, this lease arrangement offers a direct financial benefit to the Village by providing an annualized offset of $240,000 ($20,000 monthly rent) toward the Sports Complex debt service burden which is subsidized annually from the General Fund. Furthermore, if Canlan elects to acquire the facility, the Village plans on utilizing the proceeds, along with those that may be received from future sales the Golf Learning Center or Family Entertainment Center, to call or defease outstanding Sports Complex debt.

Staff recommends approval of the attached ordinance approving a lease agreement with Libertyville Sportsplex, LLC (Canlan Sports USA Corp) and to authorize execution of the lease agreement by the Village Administrator and Village Clerk.

VILLAGE OF LIBERTYVILLE

ORDINANCE 21-O-__

AN ORDINANCE APPROVING A LEASE AGREEMENT WITH
LIBERTYVILLE SPORTSPLEX LLC
(1950 N. U.S. Highway 45)

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 APPROVING A LEASE AGREEMENT WITH
LIBERTYVILLE SPORTSPLEX LLC
(1950 N. U.S. Highway 45)

WHEREAS, the Village is the owner of the real property located at 1950 N. U.S. Highway 45 in the Village, and commonly known as the Libertyville Sports Complex property (***"Property"***); and

WHEREAS, the Village desires to enter into an agreement with Libertyville Sportsplex LLC (***"Tenant"***) for the lease by the Village of the Property to the Tenant, for a term of two years, for the operation by the Tenant of the Libertyville Sports Complex (***"Lease Agreement"***); and

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

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

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

SECTION 2: APPROVAL OF LEASE AGREEMENT. The President and Board of Trustees hereby approve the Lease Agreement, in substantially the form attached to this Ordinance as **Exhibit A**, and in a final form to be approved by the Village Administrator and the Village Attorney.

SECTION 3: EXECUTION OF LEASE AGREEMENT. The Village Administrator and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village,

the Lease Agreement and all necessary documentation related thereto (including, without limitation, the sublease agreement described in Section 17.B of the Lease Agreement), but only upon receipt by the Village Clerk of at least one original copy of the Agreement executed by the Tenant; provided, however, that if an executed copy of the Agreement is not received by the Village Clerk within 30 days after the effective date of this Resolution, then this authority to execute and attest the Agreement will, at the option of the Board of Trustees, be null and void.

SECTION 4: EFFECTIVE DATE. This Ordinance will take full force and effect following its passage, approval, and publication in the manner provided by law.

PASSED this ___ day of _____, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this ___ day of _____, 2021.w

_____
Terry L. Weppler, Village President

ATTEST:

_____
Sally A. Kowal, Village Clerk

EXHIBIT A

LEASE AGREEMENT

LEASE AGREEMENT

This Lease Agreement (***"Lease"***) is made and entered into as of the ___ day of _____, 2021 (***"Effective Date"***), by and between the **VILLAGE OF LIBERTYVILLE**, an Illinois non-home rule municipal corporation (the ***"Village"***), and **LIBERTYVILLE SPORTSPLEX LLC**, an Illinois limited liability company (the ***"Tenant"***).

SECTION 1. RECITALS.

A. The Village owns the parcel of real property located at 1950 N. U.S. Highway 45, in the Village of Libertyville, County of Lake, State of Illinois and defined in Section 2 of this Lease as the ***"Premises."***

B. The Village desires to lease to Tenant, and Tenant desires to lease from the Village, the Premises, in accordance with and pursuant to the terms, conditions, and restrictions of this Lease.

SECTION 2. DEFINITIONS.

All capitalized words and phrases throughout this Lease have the meanings set forth in this Section 2 and elsewhere in this Lease, unless a different meaning is required by the context:

"Alterations": Changes, additions, or improvements to the Premises or the Building Systems, and the attachment of any fixtures, equipment, or other items to the Premises.

"Building": That certain Building located on the Premises as of the Effective Date.

"Building Structure": All structural components of the Building, including the foundations, structural exterior walls, structural columns, and structural roof deck.

"Building Systems": The Building's HVAC, life safety, plumbing, electrical, and mechanical systems, roof, and equipment, including elevator.

"Commencement Date": July 1, 2021, as may be delayed pursuant to Section 16 of this Lease.

"Effective Date": The date set forth in the first paragraph of page 1 of this Lease.

"Environmental Law":

a. Any applicable federal, state or local statute, law, ordinance, rule, regulation, code, license, permit, authorization, approval, consent, order, judgment, decree, injunction, directive, requirement by, of, or agreement with any Governmental Agency, existing as of the Effective Date and as amended thereafter, relating to:

i. the protection, preservation or restoration of the environment (including, without limitation, air, water, vapor, surface water, ground water, drinking water supply, surface land, subsurface land, plant

and animal life, or any other natural resource), or to human health and safety; or

ii. the exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production, release or disposal of, Hazardous Substances.

b. Environmental Law also includes, without limitation, any common law or equitable doctrine (including, without limitation, injunctive relief and tort doctrines such as negligence, nuisance trespass, and strict liability) that may impose liability or obligations for injuries or damages related or incidental to, or threatened as a result of, the presence of or exposure to any Hazardous Substance and the following statutes and implementing regulations:

i. the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.);

ii. the Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.);

iii. the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 et seq.);

iv. the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. § 9601 et seq.);

v. the Toxic Substances Control Act, as amended (15 U.S.C. § 2601 et seq.); and

vi. the Occupational Safety and Health Act, as amended (29 U.S.C. § 651 et seq.);

"Governmental Agency": Any federal, state or local government, subdivision, district, agency, department, court, tribunal, officer, board, commission, or other instrumentality.

"Hazardous Substance": Any substance, whether liquid, solid or gas, that is listed, defined, designated, classified, or regulated as toxic, hazardous, radioactive or dangerous under any Environmental Law, whether by type or by quantity. Hazardous Substance includes, without limitation, any explosive or radioactive material, asbestos, asbestos containing material, urea formaldehyde foam insulation, polychlorinated biphenyls, special waste or petroleum products or any derivative or by-product thereof, methane, toxic waste, pollutant, contaminant, hazardous waste, toxic or hazardous substances or related materials, as defined in any applicable Environmental Law.

"Premises": That certain parcel of real property commonly known as 1950 U.S. Highway 45, Libertyville, Illinois, and legally described in ***Exhibit A***, including the Building, and certain rights of ingress and egress thereto.

"Sublease": The Sublease by Tenant to the Village of a 4,800-square-foot portion of the Building, as more fully described in Section 17.B of this Lease.

"Taxes": Ad valorem real property taxes and assessments (whether general or special) that are lawfully levied or assessed by any Governmental Agency and that become a lien on, or are levied against, the tax parcel of which the Premises is a part.

"Tenant Party": The Tenant and each of its employees, directors, agents, contractors, vendors, clients, customers guests, permittees, invitees, and permitted subtenants (but excluding the Village as a subtenant under the Sublease).

"Term": The term of this Lease, as set forth in Section 4.

"Utilities and Services": All electricity, water, sewer, gas, telephone and other communication services, fire protection, alarm and other security services, pest and rodent control, janitorial, cleaning, and trash collection supplied to the Premises, including all connection, disconnection, and maintenance charges, deposits, taxes, or fees thereof.

SECTION 3. DEMISE.

A. Demise. The Village hereby leases to Tenant, and Tenant hereby leases from the Village, the Premises, for the Term of this Lease.

B. Acceptance. Tenant hereby accepts the Premises in its condition as of the Effective Date, WHERE-IS and AS-IS, subject to applicable requirements of law. Tenant acknowledges and agrees that: (1) the Village has made no representation or warranty as to the suitability of the Leased Premises for the conduct of Tenant's business, and (2) except as expressly provided in this Lease, the Village will not be liable for, or responsible for the repair of, any defects within the Premises. Tenant waives any implied warranty that the Premises are suitable for Tenant's intended purposes.

SECTION 4. TERM.

The term of this Lease is for the two-year period beginning on the Commencement Date, and ending on June 30, 2023, as may be extended pursuant to Section 24.C of this Lease. Tenant will have and hold the Premises, and such related uses of the Premises as may be described in this Lease, for the term, unless sooner terminated in accordance with this Agreement.

SECTION 5. SECURITY DEPOSIT AND RENT.

A. Security Deposit. Tenant must provide to the Village a security deposit of $25,000.00 (**"Security Deposit"**) contemporaneously with the execution of this Lease. The Security Deposit will not be segregated, and any interest earned on the Security Deposit will become and remain the property of the Village. Upon the termination of this Lease, the Village must return the Security Deposit to Tenant, less any amounts deducted by the Village to reimburse the Village for the costs of any damage to the Premises or of unpaid obligations under this Lease; provided, however, that in the event that Tenant exercises its option to purchase the Premises pursuant to Section 24 of this Lease, the amount of the Security Deposit may be applied toward payment of the Option Purchase Price. Any time the Security Deposit is applied to pay for damages to the Premises or unpaid obligations under this Lease, Tenant must pay to the Village, upon demand, the amount necessary for the Security Deposit to be returned to amount of $25,000.00.

B. Rent.

1. Commencing on the Commencement Date, and on the first day of every month thereafter, Tenant must pay to the Village, in advance, the amount of $20,000.00 United States dollars as rent (**"Rent"**). Tenant must pay the Rent to the Village at the Libertyville Village Hall, Department of Finance, 118 West Cook Avenue, Libertyville, Illinois 60048. Tenant must pay to the Village a late payment charge equal to five percent of the total amount due for any amount of the Rent not paid within 15 days after the date on which such Rent is due.

2. Abatement. Notwithstanding Section 5.B.1 of this Lease to the contrary, the Village hereby abates all Rent for the months of July through November, 2021.

SECTION 6. TAXES.

The Premises are currently exempt from Taxes. However, in the event that, at any time during the Term of this Lease, the Premises, or any portion thereof or interest therein, is determined to be subject to Taxes by a Governmental Agency with appropriate jurisdiction, then Tenant will be solely responsible for, and must timely pay, any and all Taxes levied and assessed, if any, against the Premises for the period of the Term. Tenant's obligation to pay such Taxes will survive the expiration of the Term and the termination of this Lease. Tenant may not protest the assessment or amount of the Taxes, or undertake any action to divide or consolidate the Premises, without the prior written consent of the Village, which consent may not be unreasonably withheld. Should any entity make claim for Taxes for the period prior to the Commencement Date, the Village shall hold harmless and indemnify Tenant from that claim including the costs of defense.

SECTION 7. USE AND ZONING.

A. Tenant has the right to use and occupy the Premises during the Term of this Lease solely for recreational purposes and no other use. Tenant may not use the Premises in any manner than violates the laws, ordinances or policies of the Village or of any other Governmental Agency with jurisdiction.

B. Tenant has the right to use any and all personal property located on or within the Premises as of the Commencement Date (**"Personal Property"**). In the event that Tenant damages any such Personal Property during the term of this Lease, it must repair or replace the Personal Property, unless it purchases the Premises pursuant to Section 24 of this Lease.

C. Tenant agrees to meet and confer with the Village semi-annually to discuss Tenant's seasonal program offerings in an effort to minimize duplication of program offerings and to ensure Village residents have as broad an access to a variety of programming as possible.

D. No later than 120 days after the Commencement Date, Tenant agrees to meet and confer with the Village to discuss a potential Village resident subsidy program for Tenant's programming at the Premises, which program would be funded in whole or in part by the Village, and administered by Tenant.

SECTION 8. TITLE, QUIET ENJOYMENT, AND ACCESS.

A. The Village warrants that it has title to the Premises in fee simple. Upon execution of this Lease, the Village will order a title report from a title company of acknowledged standing which report shall list all exception items of record in the same manner as a title commitment.

B. Subject to the other terms and provisions of this Section, the Sublease, and Section 22 of this Lease, the Village covenants and agrees that upon (i) payment by Tenant of Rent as set forth in Section 5 of this Lease, and (ii) performance by Tenant of all terms, covenants and conditions of this Lease applicable to Tenant, Tenant may peaceably and quietly hold and enjoy the Premises and the rights and privileges granted for the Term demised without hindrance or interference by the Village, and the Village must perform all of its obligations under this Lease.

C. Notwithstanding Tenant's exclusive use and control of the Premises, the Village and its agents, employees, and independent contractors will have the right to enter in and upon the Premises at any time during the Term for the purpose of examining and inspecting the Premises (including, without limitation, inspection of Tenant Maintenance activities), and for the performance of the Village's responsibilities under Section 11.B; provided, however, that in entering in or upon the Premises such persons must not unreasonably interfere with Tenant's use and occupancy of the Premises, and except for exigent circumstances, the Village must give Tenant reasonable notice in advance and must reasonably endeavor to contact Tenant's on-duty manager upon arrival.

D. The Tenant must make every reasonable effort to accommodate and prioritize requests of the Village to reserve part or all of the Premises for occasional Village-sponsored events, subject to payment by the Village of Tenant's standard rental rates and fees and prior commitments to third parties.

SECTION 9. UTILITIES.

From and after the Commencement Date and continuing throughout the Term, Tenant is responsible for (i) obtaining all Utilities and Services supplied to the Premises, and (ii) the prompt payment of all charges for Utilities and Services supplied to the Premises.

SECTION 10. IMPROVEMENTS.

Except as otherwise provided in Section 11 of this Lease, Tenant is permitted to make Alterations at its own expense; provided, however, that no Alterations to any of the Building Structure or to the exterior façade of the Building, and no Alterations that consist of the addition of walls or structural elements, may be made without the Village's prior written consent, which consent may be withheld in the Village's sole discretion if the Alterations would, in the Village's reasonable opinion, adversely affect the Building Structure or exterior façade of the Building. Upon termination of the Lease, all Alterations to the Premises will belong to and become the property of the Village, without cost to the Village. The Tenant may not commence any Alterations prior to receipt of all required building permits therefor.

SECTION 11. CONDITION AND MAINTENANCE; TENANT WORK; VILLAGE WORK.

A. Except as provided in Section 11.B, Tenant must, at its sole cost and expense, provide routine scheduled and preventive maintenance of the Building, Building Structure, and Building Systems and all of the improvements, equipment, and other personal property located

upon or within the Building, in good order, condition, and repair. Such routine scheduled and preventive maintenance by Tenant (**"Tenant Maintenance"**) must include annual life safety inspections, and any and all other regular and customary inspections and maintenance as is reasonably required, and must be completed by a professional with all proper licensures, credentials or registrations as may be required by the Village or any other Governmental Agency to perform such work. Tenant must maintain documentation substantiating all Tenant Maintenance performed on the Building Structure and Building Systems, which must be made available for inspection by the Village upon request. By way of illustration of Tenant Maintenance, and without limitation of the foregoing, Tenant must, at its sole cost and expense, keep in good order, condition, and repair the Building Structure, Building Systems, all lighting equipment, fixtures, interior walls, ceilings, floors, windows, doors, skylights and signs located on the Premises (except as provided in Section 11.B). Tenant Maintenance of a Building System may require periodic replacement of individual component parts that are subject to normal wear and tear. General examples of Tenant Maintenance obligations include: cleaning, protective and preventative measures to keep the Building, Building Structure, and Building Systems in working order; replacement of appliances not permanently affixed to the Building; periodic replacement of component parts of a Building System that are subject to normal wear and tear; replacement of a damaged or malfunctioning component part of a Building System.

B. Subject to the requirements and limitations of this Section 11.B, the Village will be responsible for: (i) any maintenance, repair, or replacement of the Building Structure and Building Systems, or of any improvement to the Building if the cost thereof exceeds $10,000.00 United States dollars; and (ii) any repair or maintenance of the roof of the Building. In accordance with Tenant's maintenance obligations under Section 11.A of this Lease, Tenant must notify the Village as soon as possible after the performance of an inspection or maintenance of any Building Structure or Building System which results in a finding that any maintenance, repair, or replacement by the Village is required under this Section 11.B (**"Village Repair Obligation"**), as follows:

1. Notification must include a written report and an estimate from a professional contractor explaining in detail the existing conditions, reasoning, and need for the Village Repair Obligation.

2. The Village will review the notification provided by the Tenant regarding the need for the Village Repair Obligation. The Village may choose, in its discretion, to conduct its own inspection and may use a contractor to conduct such inspection in order to verify the need for the Village Repair Obligation and to ascertain the recommended timing for such Major Repair. Such inspection must be performed in accordance with Section 8.C of this Lease.

3. The Village may elect, in its sole and absolute discretion, to refuse to perform any Village Repair Obligation. In the event that the Village refuses to perform any Village Repair Obligation, Tenant may terminate this lease upon 30 days' advance written notice to the Village.

4. For purposes of this Section 8.B, "Village Repair Obligation" excludes: (i) any replacement of the roof of the Building, the future cost of which has already been factored by the Village and Tenant into the Option Purchase Price; and (ii) any maintenance, repair or replacement required as a result of Tenant's failure to perform its required Tenant Maintenance or due to the negligence or misconduct of Tenant or any Tenant Party.

C. Tenant must, at its sole cost and expense, (i) provide adequate janitorial service for the Premises, which includes keeping the interior and exterior of the Building in a clean and orderly condition, free of accumulations of dirt, rubbish, unlawful obstructions, and any dangerous, noxious, hazardous, or offensive conditions and (ii) maintain all landscaping on the Premises in first-class condition, including lawn mowing and bush and tree trimming.

D. Tenant, at its sole cost and expense, is responsible for the maintenance, repair, and snow removal of the parking area, and the public driveways and sidewalks located on and adjacent to the Premises; provided, however, that the Village acknowledges and agrees that it will complete the patching of potholes in the parking area prior to the Commencement Date.

SECTION 12. INDEMNIFICATION.

As a condition of the rights granted to it by this Lease, Tenant agrees to hold harmless, indemnify and defend the Village, its elected and appointed officials, officers, agents, attorneys, employees, contractors, successors, and assigns, from and against any and all losses, expenses, claims, costs, causes, actions, litigation costs, attorney's fees, suits, and damages, relating to personal or bodily injuries, death, or damages or injuries to property arising from, occurring, growing out of, incident to, or resulting directly or indirectly from the use of or contact with, the Premises by Tenant Parties. Tenant's obligations under this Section 12 are in addition to, and are not limited or waived by any insurance, including any insurance provided by Tenant pursuant to this Lease, or any insurance provided by the Village.

SECTION 13. INSURANCE.

A. The Village has caused the Premises to be self-insured or insured by a responsible insurance company or companies for a sum sufficient to cover the replacement costs thereof in case of loss by fire or other casualty or disaster. In the event of such loss, the Village agrees that it will promptly commence restoration or repair of the Premises.

B. Tenant must maintain, at its sole cost and expense, throughout the Term, the following policies of insurance issued by a company licensed by the Insurance Department of the State of Illinois (or its successor agency) and holding a Best Insurance Guide rating of at least A-VIII:

i. General liability insurance, insuring Tenant against liability for personal injury, death or damage to property arising out of the use of the Premises by Tenant. Such insurance must provide coverage with policy limits of not less than $1 million combined single limit per occurrence for bodily injury, personal injury, and property damage, and $3,000,000 general aggregate.

ii. Workers' compensation insurance, with such limits as are required by law, and employees' liability insurance, with limits not less than $500,000 per person-injury and $1 million per occurrence.

With respect to all insurance policies required to be maintained by Tenant pursuant to this Lease:

i. The following parties must be named as additional insureds:

The Village of Libertyville and its boards, committees, commissions, elected and appointed officials, officers, agents, employees, engineers, representatives and attorneys.

ii. The policy must require the insurer to provide the Village at least 30 days prior written notice of any intention not to renew such policy or to cancel, replace, or materially alter the same, by certified mail, return receipt requested.

Tenant must send a certificate of insurance for each such policy to the Village annually and any time a new policy is issued.

C. Tenant must maintain property and casualty insurance on any of its property located on the Premises, including goods, equipment, and interior improvements, as it may deem reasonable and necessary. The Village will have no liability for damage, destruction or loss to such property.

SECTION 14. DAMAGE AND DESTRUCTION.

A. Tenant will repair, at its expense, any damage to the Premises arising out of Tenant's use or occupancy thereof, including damage caused by bringing into the Premises any property for Tenant's use or by the installation or removal of such property, regardless of fault, or by whom such damage is caused, unless caused by the Village, its agents, employees, or contractors.

B. Except as otherwise provided in Section 13.A of this Lease, if the Premises are damaged or destroyed by fire or other casualty, either in whole or in part, the Village must restore the Premises to its condition prior to such damage or destruction with such insurance proceeds as may be available. If insurance proceeds are not available, and the Village elects not to restore the Premises, the Village must promptly notify Tenant, and Tenant will have the right to terminate this Lease effective as of the date of the damage or destruction by notice to the Village given not more than 15 days after the date of the notice from the Village. If the Village elects to be self-insured, it shall be deemed the insurer with a coverage limit equal to the replacement cost of the Premises

C. Except as otherwise provided in Section 13.A of this Lease, if the Premises are damaged or destroyed to the extent that the Premises are rendered not usable by Tenant for the continuing conduct of its business substantially as conducted prior to the damage or partial destruction, the Village and Tenant will each have the right to terminate this Lease by giving notice to such effect to the other party at any time following the expiration of 120 days after such damage or destruction occurred, unless, at the time of the giving of such notice, a contract for such work of restoration has been awarded by the Village.

D. Following the damage or destruction through the period of restoration of the Premises, there will be no abatement of Rent, unless the Premises or a portion thereof are not usable by Tenant for the continuing conduct of its business substantially as conducted prior to the damage or partial destruction, in which case that portion of the Rent which is fairly allocable to the space which is no longer usable by Tenant for the continuing conduct of its business substantially as conducted prior to the damage or partial destruction will be abated until such restoration work has been completed.

SECTION 15. EMINENT DOMAIN.

In the event that all or substantially all of the Premises is taken by any Governmental Agency (other than the Village) or utility that has the power of eminent domain, then this Lease will terminate upon the taking. Each party will have the right to maintain its own respective action against such Governmental Authority or utility for its respective damages and neither party will have any interest in any award granted to the other. Notwithstanding the foregoing, in the event the Village exercises its eminent domain authority with respect to the Premises, either the Village or Tenant will have the right to terminate this Lease.

SECTION 16. ENVIRONMENTAL COMPLIANCE.

A. Tenant must, at Tenant's sole cost and expense, comply with all Environmental Laws pertaining to Tenant's operations on the Premises and may not cause or permit any Hazardous Substance to be brought, kept, stored, or used in or about the Premises.

B. If Tenant causes or permits any Hazardous Substance to be brought, kept, stored, or used in or about the Premises and such violation results in the contamination of the Premises, Tenant must indemnify, save harmless and defend the Village, and its boards, committees, commissions, elected and appointed officials, officers, agents, and employees, against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Tenant's acts or omissions in connection with such Hazardous Substance whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Tenant, except to the extent caused by the negligence of the Village.

C. Tenant represents, covenants and warrants that Tenant's operations in, on, or under the Premises will be in compliance with all applicable Environmental Laws.

D. The Village agrees to cause a Phase I environmental study of the Premises (***"Phase I Study"***) to be completed on or before the Commencement Date (or, if that is not practical, as soon thereafter as possible). Tenant will reimburse the Village in the amount of one-half of the cost of the Phase I Study, within 30 days after receipt of an invoice therefor. The Village and Tenant agree to cooperate in good faith to develop a process and plan for any further studies, analyses, or remedial efforts that may be necessary to rectify or address any environmental condition or hazard identified in the Phase I Study. If the Phase I Study is not completed prior to the Commencement Date, the Commencement Date will be moved to a date one week following receipt by Tenant of the Phase I Study. In the event that the Phase I Study identifies a condition or hazard that cannot be rectified in a manner that will allow Tenant to safely use the Premises as contemplated by this Lease, then Tenant may terminate this Lease upon the delivery of written notice to the Village. In the event of such termination, Tenant will remain responsible for its reimbursement obligation as set forth in this Section 16.D, and Tenant will be entitled to a full refund of its security deposit.

SECTION 17. ASSIGNMENT AND SUBLETTING.

A. Except as provided in Section 17.B of this Lease, Tenant may not assign or sublet this Lease, in whole or in part, without the express, prior written consent of the Village Administrator. Any assignment or sublease without such written consent will, at the Village's option, be deemed to be void and of no force or effect. In the event of any unapproved sublease or assignment, Tenant will remain fully liable on this Lease and will not be released from

performing any of the terms, covenants or conditions of this Lease. The provisions of this Section 17.A will not apply to minor subleases to concessionaires such as food service and sport shops whose operations are ancillary to the ongoing business of Tenant, nor to rentals to entities which rent portions of the Premises on a temporary basis for events.

B. The Village and Tenant agree to negotiate in good faith an agreement for the sublease by Tenant to the Village for a 4,800-square-foot portion of the Building, to be used by the Village for a child daycare facility (***"Sublease Agreement"***). The Sublease Agreement must include, without limitation, the following provisions:

1. The initial term of the Sublease Agreement will be for 5 years, commencing on the Commencement Date and ending on June 30, 2026; provided, however, that if Tenant does not exercise the Purchase Option, the Sublease Agreement will end concurrently with the end of this Lease. The Village will have the option to extend the term of the Sublease Agreement for an additional five years, through and including June 30, 2031.

2. No rent will be due from the Village to Tenant for the five-month period beginning on the Commencement Date, and ending five months thereafter. For the remaining duration of the initial term of the Sublease Agreement, the Village must pay rent to Tenant in the amount of $4,000.00 per month. For the renewal term of the Sublease, the Village must pay rent in the amount equal to $4,000.00 per month, adjusted in accordance with the increase over the previous five-year period in the Consumer Price Index, as calculated by the Illinois Department of Revenue in connection with the Illinois Property Tax Extension Limitation Law; provided, however, that the adjustment may not be less than two percent nor more than four percent.

3. In the event that Tenant enters into a contract with a third party to sell all or any portion of the Premises to a third party during the term of the Sublease Agreement, the Village will have a right of first refusal by which it may elect, in its sole discretion, to purchase that portion of the Premises on the same terms as such third party. The Village will be required to exercise its right of first refusal within 45 days after receipt of a notice from Tenant of its intent to sell all or a portion of the Premises.

4. The Sublease Agreement will otherwise substantially comply, and include substantially-similar provisions, as this Lease, including, without limitation, the provisions of Section 8.D of this Lease, but excluding Section 9 of this Lease.

SECTION 18. DEFAULT.

A. Tenant will be in default of this Lease if Tenant:

i. fails to pay, when due, any Rent or any other sums due and payable hereunder (including, without limitation Taxes and Utilities and Services charges) within 10 days after notice by the Village to Tenant specifying the amount and details of unpaid Rent or other sums due hereunder;

ii. breaches any other covenant or condition of this Lease and does not cure such other default within 30 days after notice from the Village specifying the default complained of (provided that if such default is not reasonably susceptible of cure within said 30 day period and if Tenant is diligently and continuously pursuing such cure to completion then such cure period may be extended by up to 60 additional days);

iii. abandons the Premises for a period of 120 or more consecutive days;

iv. is adjudicated as bankrupt or makes an assignment for the benefit of creditors; or

v. becomes legally insolvent.

B. In the event of a default as described above, the Village will have the right, at its option, in addition to and not exclusive of any other remedy the Village may have in law or equity with only such further demand or notice as may be required by applicable law, to re-enter the Premises and eject all persons therefrom, and either:

i. declare this Lease at an end, in which event Tenant must immediately remove its facilities, equipment and property, surrender the Personal Property, and pay the Village a sum of money equal to the total of: (a) the amount of the unpaid Rent accrued through the date of termination; (b) the amount by which the unpaid Rent reserved for the balance of the Term exceeds the amount of such loss of Rent that Tenant proves could be reasonably avoided (net of the costs of such reletting); and (c) any other amount necessary to compensate the Village for any detriment directly and proximately caused by Tenant's failure to perform its obligation under the Lease; or

ii. without terminating this Lease, relet the Premises, or any part thereof, for the account of Tenant upon such terms and conditions as the Village may deem advisable, and any monies received from such reletting will be applied first to the expenses of such reletting and collection, including reasonable attorneys' fees, any real estate commissions paid, and thereafter toward payment of all sums due or to become due the Village hereunder, and if a sufficient sum is not thus realized to pay such sums and other charges, Tenant must pay the Village any deficiency monthly upon demand.

C. No re-entry and taking of possession of the Premises by the Village will be construed as an election on the Village's part to terminate this Lease, regardless of the extent of renovations and alterations by the Village, unless a written notice of such intention is given to Tenant by the Village. Notwithstanding any reletting without termination, the Village may at any time thereafter elect to terminate this Lease for such previous breach.

D. The Village will be in default of this Lease if the Village breaches any of its covenants contained in this Lease and does not cure such default within 30 days after notice from Tenant specifying the default complained of (provided that if such default is not reasonably susceptible of cure within said 30 day period and if the Village is diligently and continuously pursuing such cure to completion, then such cure period may be extended by up to 60 additional days).

E. In any action or proceeding hereunder, the prevailing party will be entitled to recover from the other the prevailing party's reasonable costs and expenses in such action or proceeding, including, without limitation, reasonable attorneys' fees. In the event either party is sued by a third party as a result of a violation of a covenant or warranty herein contained by the other party hereto, then the party who has violated the covenant or warranty will be responsible for the reasonable costs and expenses in such action or proceeding against the non-violating party, including, without limitation, reasonable attorneys' fees.

SECTION 19. FORCE MAJEURE.

Except as otherwise expressly set forth herein, in the event either party hereto is delayed or hindered in, or prevented from, the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, acts of God, restrictive laws or regulations of Governmental Agencies, pandemic, riots, insurrection, war, or other reasons of a like nature not the fault of the party delayed in doing acts required under the terms, covenants and conditions of this Lease (all of such reasons or causes referred to in this Lease as ***"Force Majeure"***), then performance of such acts will be excused for the period of the delay and the period of the performance of any such act will be extended for a period equivalent to the period of such delay.

SECTION 20. RESERVED.

SECTION 21. SUBORDINATION.

A. The Village reserves the right to subject and subordinate this Lease at all times to the lien of any first mortgage or deed or trust or bond now or hereafter placed upon the Village's interest in the Premises; provided, however, that Tenant's (i) possession of the Premises may not be disturbed so long as Tenant continues to perform its duties and obligations under this Lease; and (ii) duties and obligations under this Lease may not be expanded nor its rights diminished by the operation of this Section 21.A.

B. Tenant must attorn to the mortgagee, trustee, beneficiary or bond holder under any such mortgage, deed of trust or bond, and to the purchaser in a sale pursuant to the foreclosure thereof; provided, however, that Tenant's possession of the Premises and rights under this Lease may not be disturbed or diminished so long as Tenant continues to perform its obligations under the Lease.

SECTION 22. SURRENDER OF PREMISES.

Upon termination of this Lease, unless Tenant purchases the Premises in accordance with Section 24, Tenant must surrender the Premises and the Personal Property to the Village in the same condition as when Tenant accepted the Premises, excepting, however, ordinary wear and tear, and Alterations made by Tenant pursuant to Section 10 of this Lease.

SECTION 23. BROKER'S COMMISSION.

The Village and Tenant each warrant to the other that they have used no brokerage entity in connection with this Lease and that no brokerage fees or commissions are owed in connection therewith. Each party hereby agrees to indemnify, save harmless, and agree to defend the other from any liability for any such fees and commissions.

SECTION 24. OPTION TO PURCHASE PREMISES.

A. The Village hereby grants to Tenant an irrevocable and exclusive right and option to purchase the Premises (including all easements, covenants, benefits and other rights granted under the Lease, all of which become perpetual upon the purchase) from the Village (**"Purchase Option"**), for the amount of $3,750,000.00 United States dollars (**"Option Purchase Price"**). The Purchase Option commences on the Effective Date and expires upon the expiration of the Term. The Purchase Option is granted in consideration of the Tenant's payment of $1.00, which

has been deemed to have been paid as of the Effective Date. The Parties acknowledge that such payment constitutes independent consideration for the rights set forth in this Section 24.

B. Tenant must exercise its option by giving written notice thereof (**"Exercise Notice"**) to the Village prior to the end of the Term. The Exercise Notice must set the date on which the closing of the purchase is to take place, which date may not be more than 6 months from the date of the Exercise Notice (**"Purchase Option Closing Date"**). The Term of this Agreement will automatically extend through the earlier to occur of the Purchase Option Closing Date and the termination of the exercise of the Purchase Option. At all times after giving the Exercise Notice, Tenant will have the right, upon further notice to the Village, to terminate its exercise of the Purchase Option, in which event the Lease will remain in full force and effect through the later to occur of the date of termination of the Purchase Option, and the expiration of the Term and Tenant will retain the Purchase Option.

C. Upon the exercise of the Purchase Option, the Village agrees to sell and Tenant agrees to buy the Premises at the Option Purchase Price and upon the terms set forth in this Section 24, and in a purchase-and-sale agreement to be negotiated in good faith by the Village and Tenant (**"Purchase Agreement"**). The Village and Tenant must execute the Purchase Agreement within 90 days after issuance of the Exercise Notice. The Purchase Agreement must include, without limitation, the following provisions:

1. The Village will convey the Premises to Tenant by a special warranty deed in recordable form, subject only to those exceptions existing at the time of the execution as shown in the title report and delivery of this Lease and approved by Tenant, but not including any mortgages or other liens against the Premises.

2. The Village must order a title commitment (to be followed by a title policy at closing) for an owner's title insurance policy issued by Chicago Title Insurance Company (**"Title Company"**) in the amount of the Option Purchase Price, covering title to the Premises on or after the date of the Exercise Notice.

3. The cost of the title commitment and policy mentioned above will be paid by the Village. Within 30 days after Tenant's receipt of the title commitment, Tenant must give written notice to Village of any defects in the title or matters shown by a survey, that render title to the Premises unmarketable, or Tenant will be deemed to have waived its right to object to title and accept title "as is". The Village will then have 30 days after such notice to cure or remove any defects of which the Village is notified. If the Village is unable to cure or remove any defects within such latter 30-day period, Tenant will have the right, upon notice to the Village, to either terminate its exercise of the Purchase Option, in which event the Lease will remain in full force and effect and Tenant will retain the Purchase Option; or to waive such defects within said latter 30-day period and accept such title as the Village is able to convey.

4. The closing will take place on the Purchase Option Closing Date, or at such other time as the parties may mutually agree, and will be through an escrow with the Title Company with the general provisions of the usual form of deed and money escrow agreement then in use by the Title Company, with such special provisions inserted in the escrow agreement as may be required to conform with this Section 24 and the Purchase Agreement. Tenant will be solely responsible for the cost of the escrow, closing, and settlement fees. The Village will be responsible for payment of the premium for a title policy in the amount of the Option Purchase Price. Taxes not yet due and payable, assessments, charges and other similar items (if any) will be adjusted ratably as of the date of closing. If, at the time of closing, any assessment for benefit

is a lien on the Premises or any part thereof, the Village must pay the same in its entirety. All prorations will be final. Tenant must pay the amount of any state, county, or municipal stamp tax or any other real estate conveyance tax imposed by state or county law on the transfer of the title. Tenant must join the execution of any tax forms required by law if necessary.

5. Tenant will take title to all Personal Property upon closing of its purchase of the Premises. The Village will provide an executed Bill of Sale and assignment of warranties applicable to the Personal Property to Tenant upon closing

D. The Village will have no obligation to sell the Premises to Tenant pursuant to this Section 24 except in accordance and strict compliance with the requirements and procedures of Division 76 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-76-1 *et seq.*

E. In the event the Premises is condemned in whole or in part, or suffers a casualty loss following issuance of the Exercise Notice, Tenant will have the right to: (1) rescind the Exercise Notice and retain the Purchase Option; or (2) take an assignment of all insurance proceeds or condemnation awards, as the case may be, and proceed to purchase the Premises under the terms of this Section 24.

SECTION 25. GENERAL.

A. Notices. Any notice or communication required or permitted to be given under this Lease must be in writing and must be delivered (1) personally, (2) by a reputable overnight courier, (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (4) by electronic internet mail ("e-mail"). E-mail notices will be deemed valid and received by the addressee thereof when delivered by e-mail and acknowledged by the addressee. Unless otherwise expressly provided in this Lease, notices will be deemed received upon actual receipt. By notice complying with the requirements of this Section, each party will have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address will be effective until actually received.

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

Village of Libertyville
118 West Cook Avenue
Attention: Kelly Amidei, Village Administrator
Libertyville, Illinois 60048
United States of America
E-mail: kamidei@libertyville.com

With a copy to:

Elrod Friedman LLP
325 S. LaSalle St., Ste. 450
Chicago, Illinois 60654
United States of America
Attention: Hart M. Passman, Village Attorney
E-mail: hart.passman@elrodfriedman.com

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

Libertyville Sportsplex LLC
c/o Canlan Sports
6501 Sprott Street
Burnaby, BC V5B 3B8
Canada
Attention: Michael Gellard, Executive Vice President
E-mail: mgellard@canlansports.com
With a copy to:

Depew Gillen Rathbun & McInteer LC
8301 E. 21st N., Suite 450
Wichita, KS 67206
United States of America
Attention: Jack Scott McInteer
E-mail: jmcinteer@depewgillen.com

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

C. Rights Cumulative. Unless expressly provided to the contrary in this Lease, each and every one of the rights, remedies and benefits provided by this Lease are cumulative and are not exclusive of any other such rights, remedies and benefits allowed by law.

D. Non-Waiver. The failure of the Village or Tenant to enforce against the other any term, covenant, or condition of this Lease will not be deemed a waiver thereof, nor void or affect the right of the aggrieved party to enforce the same term, covenant, or condition on the occasion of any subsequent breach or default; nor will the failure of either party to exercise any option in this Lease upon any occasion arising therefor be deemed or construed to be a waiver of the right to exercise that same kind of option upon any subsequent occasion.

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

F. Governing Law. This Lease is governed by, construed, and enforced in accordance with the internal laws, but not the conflict of laws rules, of the State of Illinois.

G. Severability. It is hereby expressed to be the intent of the parties hereto that should any provision, covenant, agreement, or portion of this Lease or its application to any person, entity, or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Lease and the validity, enforceability, and application to any person, entity, or property are not to be impaired thereby, but such remaining provisions are to be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Lease to the greatest extent permitted by applicable law.

H. Entire Agreement. This Lease constitutes the entire agreement of the parties hereto; all prior agreements between the parties, whether written or oral, are merged herein and are of no force and effect.

I. Grammatical Usage and Construction. In construing this Lease, feminine or neuter pronouns may be substituted for those masculine in form and vice versa, and plural terms may be substituted for singular and singular for plural in any place in which the context so requires.

J. Interpretation. This Lease is to be construed without regard to the identity of the party who drafted the various provisions hereof. Moreover, each and every provision of this Lease is to be construed as though all parties hereto participated equally in the drafting thereof. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party are not applicable hereto.

K. Headings. The table of contents, heading, titles and captions in this Lease have been inserted only for convenience and in no way define, limit, extend or describe the scope or intent of this Lease.

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

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

N. Changes in Laws. Unless otherwise explicitly provided in this Lease, any reference to any statute, code, ordinance, or law is to be deemed to include any modifications thereof, or amendments thereto as may, from time to time, hereinafter occur.

O. Warranties Regarding Execution.

1. In order to induce Tenant to enter into this Lease, the Village hereby warrants and represents to Tenant as follows:

a. The Village has the authority and legal right to make, deliver and perform this Lease and has taken all necessary actions to authorize the execution, delivery, and performance of this Lease; and

b. the execution, delivery and performance of this Lease (i) is not prohibited by any requirement of law under any contractual obligation of the Village; (ii) will not result in a breach or default under any agreement to which the Village is a party or to which the Village is bound; and (iii) will not violate any restrictions, court order, or agreement to which the Village is subject; and

c. The party executing this Lease on behalf of the Village has full authority to bind the Village to the obligations set forth herein.

2. In order to induce the Village to enter into this Lease, Tenant hereby warrants and represents to the Village as follows:

a. Tenant has the authority and legal right to make, deliver and perform this Lease and has taken all necessary actions to authorize the execution, delivery, and performance of this Lease; and

b. the execution, delivery and performance of this Lease (i) is not prohibited by any requirement of law under any contractual obligation of Tenant; (ii) will not result in a breach or default under any agreement to which Tenant is a party or to which Tenant is bound; and (iii) will not violate any restrictions, court order, or agreement to which Tenant is subject; and

c. The party executing this Lease on behalf of Tenant has full authority to bind Tenant to the obligations set forth herein.

P. No Joint Venture. It is hereby understood and agreed that nothing contained in this Lease is to be deemed or construed as creating the relationship of principal and agent, partnership or joint venture between the parties hereto, it being agreed that no provision herein contained nor any acts of the parties herein is to be deemed to create any relationship between the parties hereto other than the relationship of the Village and Tenant.

Q. Successors and Assigns. The terms, covenants and conditions of this Lease bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, and authorized successors and assigns.

R. Calendar Days and Time. Any reference herein to "day" or "days" means calendar and not business days. If the date for giving of any notice required to be given hereunder or the performance of any obligation hereunder falls on a Saturday, Sunday, or State or Federal holiday, then said notice or obligation may be given or performed on the next business day after such Saturday, Sunday, or State or Federal holiday.

S. No Third Party Beneficiaries. No claim as a third party beneficiary under this Lease by any person, firm, or corporation may be made, or be valid, against the Village or the Tenant.

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

U. Security Service. Tenant acknowledges and agrees that, while the Village may patrol the Premises, the Village is not providing any security services with respect to the Premises. Tenant acknowledges and agrees that the Village will not be liable to Tenant for, and Tenant waives any claim against the Village with respect to, any loss by theft or any other damage suffered or incurred by Tenant in connection with any unauthorized entry into the Premises or any other breach of security with respect to the Premises.

V. U.S. Anti-Terrorism Laws and Patriot Act. Tenant represents and warrants that it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. Each party hereby agrees to defend, indemnify, and hold harmless the other from and against any and all

claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.

[SIGNATURES ON FOLLOWING PAGE]

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

LIBERTYVILLE SPORTSPLEX LLC, an Illinois limited liability company

By: MICHAEL GELLARD

Title: EVP.

ATTEST:

By: IVAN WU

Its: CFO

VILLAGE OF LIBERTYVILLE, an Illinois municipal corporation

By: _____
Kelly Amidei, Village Administrator

ATTEST:

By: _____
Sally Kowal, Village Clerk

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

This instrument was acknowledged before me on _____, 2021, by _____, the Village Manager of the **VILLAGE OF LIBERTYVILLE**, an Illinois non-home rule municipal corporation, and by _____, the Village Clerk of said municipal corporation.

Given under my hand and official seal this ____ day of _____, 2021.

_____
Notary Public

My Commission expires:_____

SEAL

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

This instrument was acknowledged before me on _____, 2021, by _____, the _____ of **LIBERTYVILLE SPORTSPLEX LLC**, an Illinois limited liability company, and by _____, the _____ of said limited liability company.

Given under my hand and official seal this ____ day of _____, 2021.

_____
Notary Public

My Commission expires:_____

SEAL

EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

THAT PART OF GOVERNMENT LOT 2 OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF U.S. ROUTE 45, BEING A LINE 60.00 FEET EAST OF AND PARALLEL TO THE CENTERLINE OF SAID U.S. ROUTE 45 AND A LINE 84.67 FEET NORTH OF THE SOUTH LINE OF SAID GOVERNMENT LOT 2 AS DESCRIBED IN WARRANTY DEED RECORDED AS DOCUMENT NUMBER 1349624; THENCE NORTH 00 DEGREES 40 MINUTES 28 SECONDS WEST (NORTH 00 DEGREES 38 MINUTES 59 SECONDS WEST - RECORD), ALONG SAID EAST RIGHT-OF-WAY LINE, 2055.12 FEET (2055.49 FEET - RECORD), TO A POINT ON A LINE 222.00 FEET SOUTHERLY OF AND PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE OF COMMONWEALTH EDISON COMPANY, PER DEED DOCUMENT NUMBER 2745589; THENCE NORTH 88 DEGREES 53 MINUTES 32 SECONDS EAST (NORTH 89 DEGREES 39 MINUTES 40 SECONDS EAST - RECORD) (NORTH 88 DEGREES 56 MINUTES 57 SECONDS EAST – RECORD), ALONG SAID PARALLEL LINE, 396.28 FEET (395.78 FEET - RECORD) (396.38 FEET - RECORD), TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF METROPOLITAN RAIL (METRA); THENCE SOUTH 32 DEGREES 54 MINUTES 23 SECONDS EAST (NORTH 32 DEGREES 03 MINUTES 28 SECONDS WEST - RECORD), ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 414.95 FEET (414.94 FEET - RECORD), TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 1343.54 FEET, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, BEING A CURVE, TANGENT TO THE LAST DESCRIBED COURSE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 3949.71 FEET, A CHORD BEARING SOUTH 42 DEGREES 39 MINUTES 05 SECONDS EAST, AND A CHORD DISTANCE OF 1337.07 FEET, TO A POINT OF CURVATURE; THENCE SOUTH 52 DEGREES 23 MINUTES 46 SECONDS EAST (SOUTH 52 DEGREES 22 MINUTES 51 SECONDS EAST - RECORD), CONTINUING ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 82.90 FEET, TO A POINT ON THE EAST LINE OF LOT 2 OF SAID NORTHWEST QUARTER, SAID POINT ALSO BEING A NORTHERLY CORNER OF LAND DESCRIBED IN A WARRANTY DEED RECORDED AS DOCUMENT NUMBER 3635696, THENCE SOUTH 44 DEGREES 39 MINUTES 29 SECONDS WEST (SOUTH 45 DEGREES 27 MINUTES 31 SECONDS WEST - RECORD) ALONG THE NORTHWESTERLY LINE OF LAND DESCRIBED IN SAID WARRANTY DEED, 178.09 FEET (178.00 FEET - RECORD) TO THE MOST EASTERLY CORNER OF LAND DESCRIBED IN A WARRANTY DEED RECORDED AS DOCUMENT NUMBER 3016474; THENCE NORTH 45 DEGREES 20 MINUTES 31 SECONDS WEST (NORTH 44 DEGREES 32 MINUTES 29 SECONDS WEST - RECORD), ALONG THE NORTHEASTERLY LINE OF LAND DESCRIBED IN SAID WARRANTY DEED, 200.00 FEET; THENCE SOUTH 44 DEGREES 39 MINUTES 29 SECONDS WEST (SOUTH 45 DEGREES 27 MINUTES 31 SECONDS WEST - RECORD), ALONG THE NORTHWESTERLY LINE OF LAND DESCRIBED IN SAID WARRANTY DEED, 220.00 FEET; THENCE SOUTH 45 DEGREES 20 MINUTES 31 SECONDS EAST (SOUTH 44 DEGREES 32 MINUTES 29 SECONDS EAST - RECORD), ALONG THE SOUTHWESTERLY LINE OF LAND DESCRIBED IN SAID WARRANTY DEED, 200.00 FEET TO A POINT ON THE NORTHWESTERLY LINE OF LAND DESCRIBED IN AFORESAID WARRANTY DEED RECORDED AS DOCUMENT NUMBER 3635696; THENCE SOUTH 44 DEGREES 39 MINUTES 29 SECONDS WEST, (SOUTH 45 DEGREES

27 MINUTES 31 SECONDS EAST - RECORD), ALONG SAID NORTHWESTERLY LINE, 171.26 FEET TO AN ANGLE POINT ON SAID LINE; THENCE SOUTH 18 DEGREES 25 MINUTES 06 SECONDS WEST (SOUTH 19 DEGREES 11 MINUTES 18 SECONDS WEST - RECORD), CONTINUING ALONG SAID NORTHWESTERLY LINE, 315.93 FEET, TO THE NORTH RIGHT-OF-WAY LINE OF PETERSON ROAD, AS DESCRIBED IN WARRANTY DEED RECORDED AS DOCUMENT NUMBER 1349624; THENCE NORTH 89 DEGREES 59 MINUTES 03 SECONDS WEST (NORTH 89 DEGREES 59 MINUTES 13 SECONDS WEST - RECORD), ALONG SAID NORTH RIGHT-OF-WAY LINE, 977.82 FEET, TO THE EAST LINE OF THE PROPERTY CONVEYED TO THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION BY DEED RECORDED JANUARY 19, 1999 AS DOCUMENT NUMBER 4279657, AT A POINT BEING 60.00 FEET NORTH OF THE CENTERLINE OF SAID PETERSON ROAD; THENCE NORTH 00 DEGREES 01 MINUTES 01 SECONDS WEST (SOUTH 00 DEGREES 00 MINUTES 47 SECONDS WEST - RECORD), ALONG A LINE PERPENDICULAR TO SAID NORTH RIGHT-OF-WAY LINE, 10.00 FEET, TO A LINE 70.00 FEET NORTH OF AND PARALLEL TO SAID CENTERLINE OF PETERSON ROAD; THENCE NORTH 89 DEGREES 59 MINUTES 03 SECONDS WEST (NORTH 89 DEGREES 59 MINUTES 13 SECONDS WEST - RECORD), ALONG SAID PARALLEL LINE, 75.80 FEET, TO THE INTERSECTION OF A LINE 75.00 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF SAID U.S. ROUTE 45 AND A LINE 70.00 FEET NORTH OF AND PARALLEL TO SAID CENTERLINE OF PETERSON ROAD; THENCE NORTH 45 DEGREES 20 MINUTES 42 SECONDS WEST (NORTH 45 DEGREES 19 MINUTES 06 SECONDS WEST - RECORD), 21.34 FEET, TO THE POINT OF BEGINNING; LYING NORTHERLY OF THE FOLLOWING FIVE DESCRIBED COURSES: COMMENCING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF U.S. ROUTE 45, BEING A LINE 60.00 FEET EAST OF AND PARALLEL TO THE CENTERLINE OF SAID U.S. ROUTE 45 AND A LINE 84.67 FEET NORTH OF THE SOUTH LINE OF SAID GOVERNMENT LOT 2 AS DESCRIBED IN WARRANTY DEED RECORDED AS DOCUMENT NUMBER 1349624; THENCE NORTH 00 DEGREES 40 MINUTES 28 SECONDS WEST (NORTH 00 DEGREES 38 MINUTES 59 SECONDS WEST - RECORD), ALONG SAID EAST RIGHT-OF-WAY LINE, ALONG SAID EAST RIGHT-OF-WAY LINE, 975.00 FEET, TO THE POINT OF BEGINNING OF THE FOLLOWING SAID FIVE DESCRIBED COURSES; THENCE NORTH 89 DEGREES 19 MINUTES 32 SECONDS EAST (NORTH 89 DEGREES 21 MINUTES 40 SECONDS EAST - RECORD) 108.00 FEET; THENCE NORTH 11 DEGREES 23 MINUTES 50 SECONDS EAST (NORTH 11 DEGREES 25 MINUTES 58 SECONDS EAST - RECORD), 110.00 FEET; THENCE NORTH 89 DEGREES 19 MINUTES 32 SECONDS EAST (NORTH 89 DEGREES 21 MINUTES 40 SECONDS EAST - RECORD), ALONG A LINE PERPENDICULAR TO SAID EAST RIGHT-OF-WAY LINE, 160.00 FEET; THENCE SOUTH 78 DEGREES 44 MINUTES 36 SECONDS EAST (SOUTH 78 DEGREES 42 MINUTES 28 SECONDS EAST - RECORD), 43.66 FEET; THENCE NORTH 89 DEGREES 19 MINUTES 32 SECONDS EAST (NORTH 89 DEGREES 21 MINUTES 40 SECONDS EAST - RECORD), ALONG A LINE PERPENDICULAR TO SAID EAST RIGHT-OF-WAY LINE, 780.29 FEET (780.00 FEET - RECORD), TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF METROPOLITAN RAIL (METRA), SAID POINT BEING THE POINT OF TERMINATION OF SAID FIVE DESCRIBED COURSES, IN LAKE COUNTY, ILLINOIS.

P.I.N.: _____
Commonly known as: 1950 N. US Highway 45, Libertyville, Illinois

Agenda Item No. 6

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 27, 2021

Agenda Item: Consideration of a Resolution Allocating American Rescue Plan Act Funds

Staff Recommendation: Approve Resolution

Staff Contact: Nicholas A. Mostardo, Director of Finance

Background: On March 11, 2021, the American Rescue Plan (ARP) Act was signed into law. This piece of legislation addresses the ongoing health and economic impacts of the COVID-19 pandemic. While the ARP includes direct aid to individuals in the form of economic stimulus payments and expanded child tax credits, it also includes aid to states and local governments. Per the ARP, the Village of Libertyville is entitled to federal aid which can be used to replace revenue lost by the economic impacts of the COVID-19 pandemic.

At the March 30, 2021 Finance Committee meeting, staff presented recommendations for the application of the first portion of federal aid expected to be received sometime in May or June in an estimated amount of $1,250,000. Three Village funds were identified as appropriate recipients of the aid based upon their sensitivity to changes in elastic revenue sources: the General Fund, Hotel/Motel Tax Fund, and Commuter Parking Fund. The proposed allocations are as follows:

a. General Fund - $946,957, with staff having the authority to round to plus or minus $5,000 after the federal government determines the final amount for the first distribution.
b. Hotel/Motel Tax Fund - $152,072, with staff having the authority to round to plus or minus $5,000 after the federal government determines the final amount for the first distribution.
c. Commuter Parking Fund - $58,640, with staff having the authority to round to plus or minus $5,000 after the federal government determines the final amount for the first tranche distribution.

Additionally, the Finance Committee directed staff to utilize the remaining funds from the first distribution ($92,331), supplemented by existing budget capacity, to earmark $100,000 for a business support program. Staff will consider various program options to be discussed with the Economic Development Commission for feedback and ultimately presented for Village Board approval.

The Finance Committee reviewed the proposed allocations and referred this item to the full Village Board with a positive recommendation. Staff recommends approval of the attached Resolution allocating the first portion of American Rescue Plan Act Funds.

RESOLUTION NO. 21-R-

A RESOLUTION ALLOCATING AMERICAN RESCUE PLAN ACT FUNDS

WHEREAS, on March 11, 2021, the President of the United States of America signed into law the American Rescue Plan Act; and

WHEREAS, the American Rescue Plan Act provides for direct financial aid to states and units of local government, including the Village of Libertyville; and

WHEREAS, the United States Treasury currently estimates the Village to be recipient of approximately $2,500,000 in federal aid, to be distributed in two equal tranches of approximately $1,250,000, with the first tranche being received in Fiscal Year 2021-2022; and

WHEREAS, the Village desires to replenish the fund balances of several funds that were impacted by the economic effects of the COVID-19 pandemic; and

WHEREAS, the Village President and Board of Trustees have determined that, in addition to replenishing the fund balances of several funds, it is also in the best interest of the Village to reserve a portion of the federal aid to support local businesses;

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 Village Treasurer is hereby authorized and directed to apply the first tranche of American Rescue Plan Act aid funds in the following manner:

a. General Fund - $946,957, rounded to plus or minus $5,000 after the federal government determines the final amount for the first tranche distribution.

b. Hotel/Motel Tax Fund - $152,072, rounded to plus or minus $5,000 after the federal government determines the final amount for the first tranche distribution.

c. Commuter Parking Fund - $58,640, rounded to plus or minus $5,000 after the federal government determines the final amount for the first tranche distribution.

SECTION 3: The Village Treasurer is directed to reserve an amount totaling $100,000 through a combination of American Rescue Plan Act first tranche funds not explicitly allocated in Section 2 above and Fiscal Year 2021-2022 Annual Budget resources towards a program, or programs, supporting the Libertyville business community.

SECTION 4: 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 __ day of April, 2021.

_____
Terry L. Weppler, Village President

ATTEST:

_____
Sally A. Kowal, Village Clerk

Agenda Item No. 7

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 27, 2021

Agenda Item: Consideration of a Resolution to Approve a Professional Services Agreement with Strand Associates, Inc. for Final Engineering & Construction Oversight for the Screen & Grit Building Improvements at the Wastewater Treatment Plant

Staff Recommendation: Approve Resolution

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

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Background: The Master Facilities Plan for the Village's wastewater treatment plant recommends replacement of the existing electrical system, headworks screen and grit collector system that are housed in the Screen & Grit building in years 2021 and 2022 because all of these components have reached the end of their respective service lives. The proper functioning of these items is critical to the primary treatment operations for the plant. The proposed improvements will include replacing/upgrading the existing electrical system, replacement of the screening systems and replacement of the grit removal system.

Staff requested a comprehensive proposal from the firm of Strand Associates, Inc. for final engineering and construction oversight services. The submitted proposal was in the amount of $241,800.00, which is comprised of $141,300.00 for final engineering and $100,500.00 for construction oversight. The proposed agreement with Strand Associates, 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 Strand Associates Inc. based upon their current and previous related work at the treatment plant. The proposal will be included as an exhibit in the attached Village's standard professional services agreement.

The proposed engineering work will be completed over two Fiscal Years. The final engineering will be completed in Fiscal Year 2021/22 and the construction oversight will be completed in Fiscal Year 2022/23. The FY 2021/22 Annual Budget provides $194,000.00 in the Utility Capital Improvement Fund (Acct. #20-2024-6-750) to complete the desired final engineering work.

Staff recommends approval of the attached resolution to award a professional services agreement to the firm of Strand Associates, Inc. to complete the final engineering and provide construction oversight for the proposed Screen & Grit Building improvements at the wastewater treatment plant in the amount of $141,300.00 for FY 2021/22 Annual Budget, subject to the appropriation of the remaining $100,500.00 in the FY 2022/23 Annual Budget, for a total amount of $241,800.00, and authorize execution by the Village Administrator.

RESOLUTION NO. 21-R-

A RESOLUTION TO AWARD A PROFESSIONAL SERVICES AGREEMENT WITH STRAND ASSOCIATES, INC. FOR FINAL ENGINEERING & CONSTRUCTION OVERSIGHT FOR THE SCREEN & GRIT BUILDING IMPROVEMENTS AT THE WASTEWATER TREATMENT PLANT

WHEREAS, The Village of Libertyville requested a proposal from the firm of Strand Associates, Inc. to provide final engineering and construction oversight services for the proposed Screen & Grit building improvements at the wastewater treatment plant; and

WHEREAS, Strand Associates, Inc. has satisfactorily completed numerous similar consulting engineering services at the wastewater treatment plant for the Village over the past several years; and

WHEREAS, Strand Associates, Inc. submitted a proposal in the total amount of $241,800.00, which consisted of $141,300.00 for the final engineering services and $100,500.00 for the construction oversight services; and

WHEREAS, the project will span two fiscal years with the final engineering services occurring in Fiscal Year 2021/22 and the construction oversight services occurring in Fiscal Year 2022/23; and

WHEREAS, sufficient funding in the amount of $194,000.00 is provided for the final engineering services in the Fiscal Year 2021/22 Annual Budget in the Utility Capital Improvements Fund (Acct# 20-2024-6-750); and

WHEREAS, Village staff recommends approval of awarding a professional services agreement to Strand Associates, Inc. to provide final engineering and construction oversight services for the Screen & Grit building improvements at the wastewater treatment plant in the

amount of $141,300.00 for Fiscal Year 2021/22 and subject to the appropriation of $100,500.00 in the Fiscal Year 2022/23 Annual Budget for a total amount of $241,800.00; and

WHEREAS, it has been determined by Staff that acceptance of the Proposal from Strand Associates, Inc. and entering into an agreement is in compliance with the provisions of the Illinois Local Government Professional Services Selection Act (50 ILCS 510, *et. seq.*) as the Village has a satisfactory relationship for services established with the firm of Strand Associates, Inc. based upon their previously completed related work at the wastewater treatment plant 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 with Strand Associates, Inc. to provide final engineering and construction oversight services for the Screen & Grit building improvements at the wastewater treatment plant in the amount of $141,300.00 for Fiscal Year 2021/22 and subject to the appropriation of $100,500.00 in the Fiscal Year 2022/23 Annual Budget for a total amount of $241,800.00.

Section 3: The Village of Libertyville Board of Trustees authorizes the Village Administrator to execute the professional services agreement with Strand Associates, Inc. to

provide final engineering and construction oversight services for the Screen & Grit building improvements at the wastewater treatment plant.

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

75 of years
EXCELLENCE IN ENGINEERING

STRAND ASSOCIATES®
Strand Associates, Inc.®
910 West Wingra Drive
Madison, WI 53715
(P) 608.251.4843

April 5, 2021

Mr. Paul Kendzior
Director of Public Works
Village of Libertyville
118 W Cooke Avenue
Libertyville, IL 60048

Re: Screen and Grit Building Rehabilitation Project – Village of Libertyville, Illinois

Dear Mr. Kendzior:

Thank you for the opportunity to present our proposal to provide professional engineering services for the Village of Libertyville's (Village) Screen and Grit Building Rehabilitation project.

We understand that the Village intends, as part of its Capital Improvement Plan, to undertake rehabilitation of process and electrical equipment in the Wastewater Treatment Plant (WWTP) Screen and Grit Building. The scope of which is to include preparation of plans and specifications to allow contractor bidding for the project, bidding assistance, and part-time construction observation and administration.

Project Understanding

The screen and grit building receives flow from the screw pump station through a 36-inch pipe. A Parshall flume installed adjacent to the screen and grit building measures the influent flow as it enters the building. Flows from activated sludge treatment that exceed the 8 MGD design maximum flow are diverted to the lagoon by an excess flow control gate installed at the top of the screw pump station. Total flows to the WWTP can exceed 30 MGD in extreme wet-weather conditions.

A mechanical screen with 3/8-inch openings is installed in the 4-foot-wide channel to remove debris from the wastewater that would clog pumps and create other issues in downstream treatment processes. The screen has a rated capacity of 10 MGD. It was installed in 2000 and is at the end of its typical service life. There is a backup, manually raked, bar rack installed in the adjacent 4-foot-wide channel. Material removed from the wastewater is conveyed, without further processing, to a container for disposal.

An aerated grit removal chamber is in place downstream of the screening channels. The wastewater is aerated with coarse bubbles to maintain the organic material in suspension while allowing the heavier grit particles to settle to the bottom of the chamber. Grit is removed from the chamber with chain and bucket collection equipment and conveyed to a container for disposal without further processing. The rated capacity of the grit removal system is 10 MGD. It was installed in 2002 and is beyond its typical service life.

The Village anticipates replacing the existing screen with a 1/4-inch screen to capture more of the solid, inorganic material in the influent wastewater. The screenings will be directed to a screenings washer compactor to produce a less odorous product and direct organic material to the activated sludge process. The grit equipment will be replaced in-kind or perhaps with a hydraulically induced vortex grit unit, which could potentially fit into the existing aerated grit chamber.

Project Experience

Below is a partial list of our firm's screening experience.

Client	Peak Flow (MGD)	Date	Type	Size (Inches)
Appleton, WI	108	2013	Bar Screen	1/4
Bensenville, IL	30	2013	Bar Screen	3/16
Chippewa Falls, WI	8.4	2016	Bar Screen	1/4
Deerfield, IL	27.5	2009	Step Screen	1/4
Fond du Lac, WI	50	2006	Perforated Plate	1/8
Lindenhurst, IL	4.5	2011	Bar Screen	1/4
Moline, IL	45	2015	Bar Screen	3/16
Mokena, IL	10	2019	Bar Screen	3/16
Morgantown, WV	55	2018	Bar Screen	1/4
Mount Horeb, WI	3.5	2014	Step Screen	1/8
River Falls, WI	4.2	2020	Rotating Screen	1/4
Waukesha, WI	54	2013	Bar Screen	1/4
Wolf Treatment Plant, WI	8.1	2020	Step Screen	1/8

Deerfield Water Reclamation Facility – Deerfield, IL

We provided services to the Village, including planning, design, and construction-related services for improvements totaling $29.5 million to renovate all areas of the plant, including construction of a new influent pumping and headworks facility with new screening, screenings washing, grit removal, and grit washing; expansion of the activated sludge system with new blowers and diffusers; new UV disinfection facilities; rehabilitated excess flow clarifiers and lagoon; conversion of existing anaerobic digesters to aerobic digestion; and installation of centrifuge dewatering equipment.

The headworks facilities were designed for a peak flow capacity of 27.5 MGD and included two 4-foot-wide, step screens with 1/4-inch openings and two screenings washer-compactors. A 30 MGD capacity vortex grit tank and grit washer were also installed.

Deerfield screens (covers removed) and screenings washers.

Deerfield grit washer and screenings conveyor.

Waukesha WWTP Improvements – Waukesha, WI

We completed facilities plan development, design, and construction-phase services for the City's 14 MGD design average flow, 54.5 MGD peak flow WWTP improvements. The total construction cost for this work was $44.9 million. Unit processes included in the design were influent screen replacement and installation of screenings washer-compactors, activated sludge blower replacement, expansion of the UV disinfection facilities, renovation of digestion facilities, including digester gas handling equipment, and addition of an egg-shaped digester and replacement of belt filter presses with a dewatering centrifuge.

Waukesha screen and screenings washer-compactor.

Screening, Dewatering, and Hauled Waste Receiving Improvements – Chippewa Falls, WI

We performed an operation and needs review for the facilities identifying and prioritizing needed replacements and improvements as well as biosolids planning. As a result of these planning efforts, design of replacement of the influent screen and addition of a screenings washer-compactor, replacement of the belt filter press with a dewatering centrifuge, and addition of domestic and high-strength waste receiving facilities were undertaken. The new influent screen replaced a screen with 1/2-inch openings and enables the facility to reliably screen peak flows without bypassing to the manual screen. The new screenings wash press produces a dryer, less odorous product and is equipment with a bagger to contain the material as it is discharged into the waste container.

Water Pollution Control Facilities Improvements – Lindenhurst, IL

Our firm has been involved in the last three major expansion projects at the water pollution control facilities since 1989 and helped the Village transition from the original packaged treatment plants into a modern advanced treatment facility. Our most recent efforts with the Village have included planning, design, and construction observation services to complete the Phase 3 Plant Expansion, as well as upgrade existing plant equipment in service since 1989. The improvements bring the plant capacity up to a 2 MGD design average flow, peak wet-weather flow of 8.9 MGD, and 4,000 lb/day BOD5 capacity. Included in the Phase 3 improvements are a third oxidation ditch, biological nutrient removal basin, and a biosolids processing and storage facility. The project also included replacing much of the equipment that had been in service longer than its anticipated retirement date. We provided two new fine mechanical screens that included a screenings wash press. The new biosolids processing and storage facilities include centrifuge dewatering that will produce a 20 percent cake with 900 lbs/hr throughput.

Scope of Services

Proposed services can be described as follows. Additionally, proposed services can be amended to meet Village requirements prior to execution of the Design Agreement.

Design Services

1. Conduct a combined design kickoff meeting and initial site visit to review the design objectives and preliminary schedule with the Village and to gather site-specific information and take measurements for designing the improvements.

2. Prepare preliminary drawings, specifications, and bid documents at approximately 60 percent design completion and provide two sets of drawings and specifications for the Village for review and comment. Design will include replacement of the existing influent screen, installation of a screenings wash press, replacement of the existing grit removal equipment in-kind or with a hydraulically induced vortex grit system, installation of a grit washer, replacement of the electrical breaker panel, and replacement of existing heating and ventilation equipment to include internal odor control improvements.

3. The Village shall provide front end documents (as used on previous projects with the Village) that require the contractor to name the engineer as additionally insured on the contractor's General Liability and Automobile Liability insurance policies and to indemnify us to the same extent that the contractor insures and indemnifies the Village.

4. Prepare opinion of probable construction cost (OPCC) based on 60 percent documents. Participate in a 60 percent design review teleconference to discuss design progress and Village comments.

5. Prepare final drawings, specifications, and bid documents. Provide the Village with four sets of electronic copies of drawings and specifications in Adobe portable document format (PDF) file. Prepare final OPCC based on bid documents.

6. Participate in a final design review teleconference to discuss design and Village comments. Incorporate Village comments into final bid documents, as appropriate.

7. Assist Village with submission of drawings and specifications to the Illinois Environmental Protection Agency (IEPA) for agency review. Incorporate comments from the IEPA, as appropriate, and prepare final bid documents.

Bidding Services

1. Submit Advertisement to Bid to Village for publishing. Distribute bidding documents electronically through QuestCDN, available at www.strand.com and www.questcdn.com.

2. Attend prebid meeting and answer prospective bidder questions throughout bidding.

3. Prepare addenda, if required, to clarify bidding documents.

4. Tabulate and analyze bid results and assist Village in the award of the construction contract.

Construction-Related Services

1. Prepare agenda for and attend a preconstruction meeting for discussion of contract requirements, project schedule, and other construction issues. Prepare meeting minutes and distribute to all in attendance.

2. Communicate with Village about day-to-day construction issues.

3. Provide contract administration services, including:
   a. Review of contractor's initial schedule of values, project schedule, and list of subcontractors and suppliers.
   b. Review of contractor's shop drawing submittals – up to two submittals for each. Provide Village a shop drawing review log. Shop drawings exceeding two submittals will be reviewed on an hourly rate basis plus expenses in accordance with the contract documents. Charges incurred will be billed to Village who, in turn, will be reimbursed by the contractor.
   c. Respond to up to 10 contractor's requests for information.
   d. Prepare up to three cost proposal requests.
   e. Prepare up to three work change directives.
   f. Prepare up to two change orders.
   g. Review of contractor's applications for payment.

4. Prepare agenda for and attend monthly construction progress meetings. Prepare meeting minutes and distribute to all in attendance.

5. Provide part-time field observation of electrical, structural, and mechanical work. In furnishing observation services, our efforts will be directed toward determining for Village that the completed project will in general conform to the contract documents, but we will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the contract documents. We will report to Village the contractor's failure to perform or observed deviation in its performance of construction work in accordance with the contract documents.

6. Provide start-up assistance including consultation with Village, operation assistance during start-up, and response to operator's inquiries. For startup and training assistance, we will provide up to two site visits.

7. Assist with project closeout including providing substantial completion inspection and list of items to complete or correct, final completion inspection and list of items to complete or correct, compiling warranties, and assisting with final payment determination.

8. Provide record drawings in Adobe Acrobat PDF electronic format from information compiled from contractor's records. Provide drafting services only for record drawings based on the records presented to us by contractor. We will not be liable for the accuracy of the record drawing information provided by the contractor.

Compensation

The estimated time-and-expense fee for the scope of services included herein are presented below. A breakdown of the hours is presented in the attached *Exhibit*. Services will be provided on an hourly basis for the time actually spent, plus expenses. Only the time and expenses incurred on the project will be invoiced and the fee indicated above will not be exceeded without the Village's prior approval.

Project Phase	Fee
Design Services	$132,100
Bidding Services	$9,200
Construction-Related Services	$100,500

Thank you for the opportunity to provide this proposal to assist the Village. Please call if you have any questions or need additional information. We look forward to working with the Village on its upcoming projects.

Sincerely,

STRAND ASSOCIATES, INC.®

Vernon C. Witthuhn, Jr., P.E.

P210.344/VCW:tk

REQUEST FOR PROPOSALS
PROFESSIONAL ENGINEERING SERVICES FOR SCREEN AND GRIT BUILDING IMPROVEMENTS
Level of Effort Summary

	Project Task	Project Manager Witthuhn	QC Review Lake	Project Engineer E Anderson	Structural QC Maki	Structural Engineer Beth	Architect Sanchez	Electrical Engineer Gohdes	Electrical Engineer Lynch	Mechanical QC Gander	Mechanical Engineer Schutz	Field Technician Staff	Technician Staff	Office Production Staff	TOTAL HRS	TOTAL LABOR	TOTAL EXPENSES	TOTAL FEE
	Hourly Rate	$183	$197	$112	$192	$107	$91	$153	$114	$138	$101	$160	$125	$100				
Design Services		Hours																
1	Prepare for and Attend Kickoff Meeting	6		6	6			6		6				2	32	$4,870	$580	$5,450
2	Preliminary Design	32	10	38	2	2		4	2	2			16	2	110	$15,950	$1,910	$17,860
3	Prepare 60% plans and specs	25	8	70	14	24	4	16	34	12	16		50	22	295	$37,660	$4,520	$42,180
4	OPCC and Review Workshop	10		26				8		8					52	$7,070	$850	$7,920
5	Final Drawings and Specs	32	10	80	12	24		18	50	6	12		64	24	332	$42,560	$5,110	$47,670
6	Review Teleconference	6		6				6			4				22	$3,090	$370	$3,460
7	Submit to IEPA	6		12	2				8		4		16	6	54	$6,740	$810	$7,550
	Total Design Hours	**117**	**28**	**238**	**36**	**50**	**4**	**58**	**94**	**34**	**36**	**0**	**146**	**56**	**897**	**$117,900**	**$14,200**	**$132,100**
Bidding Services																		
1	Advertisement and Document Distribution	2												2	4	$570	$70	$640
2	Attend Prebid Meeting	4												2	6	$930	$260	$1,190
3	Answer Questions, Prepare Addenda	8			4			6		6			2	8	34	$5,030	$600	$5,630
4	Bid Evaluation, Contract Assistance	4												8	12	$1,530	$180	$1,710
	Total Bidding Hours	**18**	**0**	**0**	**4**	**0**	**0**	**6**	**0**	**6**	**0**	**0**	**2**	**20**	**56**	**$8,100**	**$1,100**	**$9,200**
Construction Services																		
1	Preconstruction Meeting	6												2	8	$1,300	$160	$1,460
2	Construction-related Correspondence	24												4	28	$4,790	$570	$5,360
3	Construction Administration Services	36		8		12		4	16	12				6	94	$13,460	$1,620	$15,080
4	Review Shop Drawings	8		80	8	72		12	100	4	30				314	$36,490	$4,380	$40,870
5	Periodic Field Observation, Progress Meetings	40						12		6		80		8	146	$23,590	$2,830	$26,400
6	Startup and Training	8													8	$1,460	$180	$1,640
7	Assist with Project Closeout	16						4	12	8				8	48	$6,810	$820	$7,630
8	Provide Record Drawings	2											12		14	$1,870	$220	$2,090
	Total Construction Hours	**140**	**0**	**88**	**8**	**84**	**0**	**32**	**128**	**30**	**30**	**80**	**12**	**28**	**660**	**$89,770**	**$10,780**	**$100,500**
	TOTAL PROJECT HOURS	**275**	**28**	**326**	**48**	**134**	**4**	**96**	**222**	**70**	**66**	**80**	**160**	**104**	**1613**	**$215,770**	**$26,080**	**$241,800**

Capital Plan

Data in Year 2022

Village of Libertyville, Illinois

Project # PW-WWTP-006

Project Name Screen & Grit Bldg. - Electrical System

Type Improvement
Useful Life 50 years
Category Wastewater
Project Scope New Project

Department Public Works Department
Contact Public Works Director
Priority 1 Critical

Description

Total Project Cost: $394,000

Remove and replace electrical breaker panel and associated wiring and conduits. The environment warrants new equipment to be NEMA Rating Class 1 Division 2. Work to be performed in conjunction to Screen and Grit equipment replacement.

Justification

Building and electrical components are 29 years old at the EUL. Due to the moist corrosive atmosphere oxidation is occurring to the wiring and components. Replacement of the Screen and Grit Systems is the most cost effective time for replacement of the electrical hardware.

Expenditures	2022	2023	2024	2025	2026	Total
Planning/Design/Engineering	44,000					44,000
Construction/Maintenance		350,000				350,000
Total	**44,000**	**350,000**				**394,000**

Funding Sources	2022	2023	2024	2025	2026	Total
Utility Fund	44,000	350,000				394,000
Total	**44,000**	**350,000**				**394,000**

Budget Impact/Other

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

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**

Capital Plan

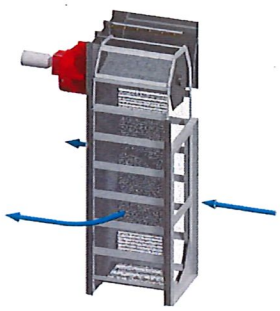
Data in Year 2022

Village of Libertyville, Illinois

Project # PW-WWTP-007
Project Name Screen & Grit Bldg. - Headworks Screen

Type Improvement
Useful Life 50 years
Category Wastewater
Project Scope New Project

Department Public Works Department
Contact Public Works Director
Priority 1 Critical



Description

Total Project Cost: $775,000

Project consist of demolition, reconfiguring structures and installation of new screen systems. Screen size will be reduced from particle greater than 3/8" down to at least 1/4".

Justification

Exisiting equipment is past existing useful service life at 29 years old. Newer technoloigies have greater effeciencies and removal capabilities.

Expenditures	2022	2023	2024	2025	2026	Total
Planning/Design/Engineering	100,000					100,000
Construction/Maintenance		675,000				675,000
Total	**100,000**	**675,000**				**775,000**

Funding Sources	2022	2023	2024	2025	2026	Total
Utility Fund	100,000	675,000				775,000
Total	**100,000**	**675,000**				**775,000**

Budget Impact/Other

Staff anticipates a savings of $5,000/year in critical repairs.

Budget Items	2022	2023	2024	2025	2026	Total
Maintenance			-5,000	-5,000	-5,000	-15,000
Total			**-5,000**	**-5,000**	**-5,000**	**-15,000**

Capital Plan

Data in Year 2022

Village of Libertyville, Illinois

Project # PW-WWTP-008
Project Name Screen & Grit Bldg. - Grit Collector

Type Improvement
Useful Life 50 years
Category Wastewater
Project Scope New Project

Department Public Works Department
Contact Public Works Director
Priority 1 Critical

Description

Total Project Cost: $650,000

Project consist of demolition, reconfiguring structures and installation of grit system. A compact grit removal system can remove 95% of 106 micron or larger particles. Grit washers separate and return volatile solids while collecting inorganic material for disposal, saving space and capacity in downstream structures. Organic material returned to the process provides food for the biological process microbes.

Justification

Existing equipment is past engineered design life at 32 years when project is planned for completion.

Expenditures	2022	2023	2024	2025	2026	Total
Planning/Design/Engineering	50,000					50,000
Construction/Maintenance		600,000				600,000
Total	**50,000**	**600,000**				**650,000**

Funding Sources	2022	2023	2024	2025	2026	Total
Utility Fund	50,000	600,000				650,000
Total	**50,000**	**600,000**				**650,000**

Budget Impact/Other

Staff anticipates a savings of $5,000/year in critical repairs.

Budget Items	2022	2023	2024	2025	2026	Total
Maintenance			-5,000	-5,000	-5,000	-15,000
Total			**-5,000**	**-5,000**	**-5,000**	**-15,000**

AGREEMENT BETWEEN THE VILLAGE OF LIBERTYVILLE AND STRAND ASSOCIATES, INC. FOR PROFESSIONAL SERVICES SCREEN & GRIT BUILDING IMPROVEMENTS AT WASTEWATER TREATMENT

THIS AGREEMENT is entered into this 28th day of April, 2021, between the Village of Libertyville, 118 W. Cook Avenue, Libertyville, IL 60048 (hereinafter referred to as the "Village"), and Strand Associates Inc., 910 W. Wingra Drive, Madison, WI 53715 (hereinafter referred to as the "Consultant").

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

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

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

A. The Scope of Services and Fee Schedule attached hereto as Exhibit A.

B. Certificates of Insurance and related endorsements, attached hereto as Exhibit B.

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

SECTION 1: RECITALS

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

SECTION 2: SERVICES

A. The Consultant agrees to perform Design (including Construction Documents, Bidding and Permitting) in accordance with the Scope of Services and Fee Schedule set forth in Exhibit A (hereinafter referred to as the "Services").

B. Consultant represents that all employees utilized by Consultant are fully qualified, trained (and where appropriate) licensed to perform the Services.

C. Consultant warrants it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide

employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty the Village shall have the right without liability to declare this Agreement null and void.

D. All plans and other documents furnished by the Consultant pursuant to this Agreement will be endorsed by a professional engineer and will show a professional seal where such is required by law.

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

SECTION 3: PAYMENT FOR SERVICES

Consultant shall submit invoices for all Services performed on a monthly basis. All invoices shall describe, with particularity, the Services performed. The Village shall have no obligation to make any payments until such time as Village accepts performance as satisfactory which acceptance shall not be unreasonably withheld. The invoices for Services will show: 1) Employee hours and the applicable hourly rate (Hours x Hourly Rate) for a specific task as outlined in Exhibit A; 2) percent invoiced versus percent completed through a given billing period; 3) Direct Costs approved by the Village and billed to the Village at cost, and 4) expansion for overhead, payroll burden and professional fees.

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

The Total Cost of all of the Services to be performed pursuant to this Agreement, including direct payroll, overhead, payroll burden **professional fee and direct costs shall not exceed: $241,800.00** in accordance with Exhibit A, unless the upper limit is modified based on an amendment to this agreement. **The maximum expenditures through April 30, 2022 shall not exceed $141,300.00.**

SECTION 4: TERM AND TERMINATION

A. The Services shall commence upon the execution of this Agreement and proceed continuously and expeditiously until completed. **The Services shall be completed no later than April 30, 2023,** unless otherwise agreed to by the parties, in writing.

B. The Village may terminate this Agreement by written notice of default to the Consultant if (a) the Consultant fails to perform the Services within the time specified in Exhibit A, or (b) fails to make progress as required by this Agreement, or (c) fails to provide or maintain in full force and effect, the liability and indemnity coverages as is required by this Agreement. Upon termination the Consultant shall cause to be delivered to the Village all

completed drawings, specifications, estimates and other data, with the understanding that all such material becomes the property of the Village. If the Village terminates the agreement as a result of the Consultant's nonperformance or other default, then the Village is entitled to receive and the Consultant shall pay to the Village all damages provide by law and the consultant shall not be entitled to any payment whatsoever after the date of notification of termination. If the Village terminates this Agreement for its convenience, Consultant shall be paid for all services through the date of termination.

SECTION 5: INSURANCE

The Consultant shall have in place at all times that this Agreement is in effect, Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois. The Consultant shall, at the Consultant's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the types and limits shown below. The required certificates of insurance and endorsements shall be attached as Exhibit B and shall be furnished to the Village before starting services or within ten (10) days after the execution of this agreement.

A. Insurance Services Office Commercial General Liability

1. *Minimum Limits and form*:
   - $1,000,000 combined single limit per occurrence for bodily injury and property damage.
   - $1,000,000 per occurrence for personal injury.
   - $2,000,000 general aggregate, minimum; or a project/contract specific aggregate of $1,000,000.
   - Shall be provided on an occurrence policy form.

2. *Additional Insured Endorsement*: The Village, its officials, agents, and employees are to be covered as additional insureds, on a form at least as broad as the endorsement ISO Additional Insured Endorsement CG 2010, CG 2026, or if requested by the Village, CG2037 - Completed Operations, as respects: liability arising out of the Consultant's services, including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, and employees.

3. The Consultant's insurance coverage shall be primary as respects the Village, its officials, agents, and employees. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and elected and appointed officials shall be excess of Consultant's insurance and shall not contribute with it.

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

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

6. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant shall be required to name the Village, its officials, agents, and employees as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.

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

1. *Minimum Limits*: The consultant shall maintain limits no less than the following, $1,000,000 combined single limit per accident for bodily injury and property damage.
2. This insurance must include non-owned, hired, or rented vehicles, as well as owned vehicles.

C. Workers' Compensation and Employers' Liability

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

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

1. *Minimum Limits*: The Consultant shall maintain limits no less than the following, $1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the Agreement.
2. *General Provision*: If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the Agreement. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase supplemental insurance extending reporting period coverage for a period of not less than three (3) years.
3. Professional liability insurance that provides indemnification and defense for injury or damage arising out of negligent acts, errors, or omissions in providing the following professional services, but not limited to the following:

    a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;

b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

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

A. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village.

B. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the member, its officials, agents, and employees; or the Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

C. The Consultant shall furnish the Village with certificates of insurance naming the Village, its officials, agents, and employees as additional insureds (Exhibit B), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village and are to be received and approved by the Village before any services commences. The Village reserves the right to request fully certified copies of the insurance policies and endorsements.

Subconsultants: The Consultant shall include all subconsultants as insureds under its policy or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

Assumption of Liability: The Consultant assumes liability for all injury to or death of any person or persons including employees of the Consultant, any subconsultant, any supplier or any other person hired by Consultant and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of the negligent acts, errors or omissions of the Consultant performed pursuant to this Agreement.

SECTION 6: INDEMNIFICATION

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

A. Consultant's negligent performance of services including but not limited to omissions of service under this Agreement;

B. Claims, suits or actions of every kind and description when such suits or actions are caused by the negligent fault, willful acts, negligent acts, errors or omissions of the Consultant, its employees or subconsultants; or

C. Injury or damages received or sustained by any party because of the negligent fault, willful acts, negligent acts, errors or omissions of the Consultant, its employees or subconsultants.

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

SECTION 7: COMPLIANCE WITH LAWS

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

A. Equal Employment Opportunity - During the performance of the Agreement and/or supplying of services, the consultant must be in full compliance with all provisions of the Acts of the General Assembly of the State of Illinois relating to employment, including equal employment opportunity requirements.

B. Prevailing Wages - If applicable, all laborers, workers, and mechanics shall be paid no less than the current prevailing wages for the construction trades, as established by the Illinois Department of Labor and included in these provisions.

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

SECTION 8: SAFETY AND LOSS PREVENTION

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

SECTION 9: NOTICE

Any notice required to be given by this agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service to the person and addresses

indicated below, or sent by facsimile or e-mail with an acknowledgement of receipt, to the following:

To the Village:	To the Consultant:
Village of Libertyville	Strand Associates Inc.
118 W. Cook Avenue	910 W. Wingra Drive
Libertyville, IL 60048	Madison, WI 53715
Attention: Paul Kendzior	Attention: Vernon Witthuhn
e-mail: pkendzior@libertyville.com	Email: vernon.witthuhn@strand.com

Or to such other parties or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 10: MODIFICATION AND AMENDMENTS

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

SECTION 11: STANDARDS

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

B. The Consultant shall be responsible for the accuracy of its professional services under this Agreement and shall promptly make revisions or corrections resulting from its negligent errors or omissions without additional compensation. The Village's acceptance of any of the Consultant's professional services shall not relieve the Consultant of its responsibility to subsequently correct any such errors or omissions.

C. The Consultant shall respond to the Village's notice of any errors and/or omissions within 24 hours. The Consultant shall be required to visit the Services site if directed by the Village.

D. The Consultant shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

SECTON 12: DRAWINGS AND DOCUMENTS

A. Any completed drawings, survey data, reports, studies, specifications, opinions of probable cost, maps, computations, and other documents required to be prepared by the Consultant for the Services shall be the property of the Village. Subject to the disclosure requirements of the Illinois Freedom of Information Act, any drawings and other documents prepared by the Consultant for the Services shall not be used on other projects without the prior written approval of the Consultant. Any re-use of drawings by the Village other than related to this Agreement shall be at the Village's sole risk and without liability to the Consultant.

B. The Consultant and its subconsultants shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and the Consultant agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this subsection shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under the Agreement, for which adequate books, records and supporting documentation are not available to support their purported disbursement.

SECTION 13: SUCCESSORS AND ASSIGNS

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

SECTION 14: FORCE MAJEURE

Neither the Village nor the Consultant shall be liable for any delay or failure in performance of any part of this Agreement if due to a cause beyond its control and without its fault or negligence including, without limitation: (1) acts of nature; (2) acts or failure to act on the part of any governmental authority other than the Village or Consultant, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; (3) acts or war; (4) acts of civil or military authority; (5) embargoes; (6) work stoppages, strikes, lockouts, or labor disputes; (7) public disorders, civil violence or disobedience; (8) riots, blockages, sabotage, insurrection or rebellion; (9) epidemics; (10) terrorist acts; (11) fires or explosions; (12) nuclear accidents; (13) earthquakes, floods, hurricanes, tornadoes, or other similar calamities; (14) major environmental disturbances; or (15) vandalism.

SECTION 15: CAPTIONS AND HEADINGS

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

SECTION 16: GOVERNING LAW

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

SECTION 17: ENTIRE AGREEMENT

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

SECTION 18: SEVERABILITY

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

SECTION 19: AUTHORITY TO EXECUTE

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

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

VILLAGE OF LIBERTYVILLE:

By: _____

Printed Name: _____

Title _____

Date _____

STRAND ASSOCIATES INC.:

By: _____

Printed Name: _____

Title _____

Date _____

EXHIBIT A

SCOPE OF SERVICES AND FEES

EXHIBIT B

CERTIFICATE OF INSURANCE

Agenda Item No. 8

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 27, 2021

Agenda Item: Consideration of a Resolution to Purchase Bulk Road Salt from Morton Salt, Inc.

Staff Recommendation: Approve Resolution

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

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Background: The Fiscal Year 2021/22 Annual Budget in Snow Removal & Ice Control provides $174,000 for the purchase of bulk road salt (Account# 01-0204-5-706). The Village continues to participate in the joint road salt purchase bid administered by the Lake County Division of Transportation. Morton Salt, Inc. was once again the low bidder. The Village's unit price for this year will be $69.30 per ton for road salt. This unit price will allow for us to purchase up to 2,510 tons based upon the available budgeted funds. The minimum purchase is 2,400 tons, which is also the Village's annual usage average and includes our contractor and School District 70. The salt dome has the capacity to store between 2,400 to 2,500 tons of salt.

Last year's salt usage was approximately 2,750 tons at a unit price of $67.61/ton. Should next winter season also require an above normal usage of salt, the bid allows for the purchase of up to an additional 1,000 tons of salt at the same unit price of $69.30. This additional purchase would require a change order and reallocation of budgeted funds.

Staff recommends adoption of the attached resolution to approve the purchase up to 2,510 tons of road salt from with Morton Salt, Inc. in the not-to-exceed amount of $174,000.

RESOLUTION NO. 21-R-_____

A RESOLUTION TO APPROVE THE PURCHASE OF BULK ROAD SALT FROM MORTON SALT, INC.

WHEREAS, the Village of Libertyville's Fiscal Year 2021/22 Annual Budget provides $174,000 in Snow Removal & Ice Control (Act.# 01-0204-5-706) for the purchase of bulk road salt; and

WHEREAS, Morton Salt, Inc. has once again provided lowest unit price per ton at $69.30 per ton through the Lake County Division of Transportation's Joint Bid; and

WHEREAS, the Village of Libertyville is recommending the purchase of bulk rock salt from Morton Salt, Inc. up to the maximum budgeted amount of $174,000.

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 purchase of up to 2,510 tons of bulk road salt from Morton Salt, Inc. in the not-to-exceed amount of $174,000.

SECTION 3: The Village of Libertyville Board of Trustees authorizes the Village Administrator to execute the purchase with Morton Salt, Inc. for the purchase of the bulk road salt in the not-to-exceed amount of $174,000.

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

2022 PATROL 1 MAINTENANCE SALT BID

	Local Governmental Unit	2022 Quantity: Estimated Usage		2022 Unit Prices 80% - 120%	120% - 150%	Early Deliver	Contact Information	Delivery Location	Bill To Contact/Address
27	Village of Kildeer	500	tons	$ 70.38	$ 75.38	$ 70.38	Michael Talbett 21911 Quentin Road, Kildeer, IL 60047 Ph: (847) 438-6000 mtalbett@villageofkildeer.com	500 Rose Road, Lake Zurich, IL 60047	Bill Schuldt 21911 Quentin Road Kildeer, IL 60047 Ph: (847) 438-6000
28	City of Lake Forest	1,875	tons	$ 69.70	$ 74.70	$ 69.70	Michael Thomas 800 N. Field Drive Lake Forest, IL 60045 Ph: (847) 810-3540 thomasm@cityoflakeforest.com	800 N. Field Drive Lake Forest, IL 60045	Michael Thomas 800 N. Field Drive Lake Forest, IL 60045 Ph: (847) 810-3540 thomasm@cityoflakeforest.com
29	Village of Lake Villa	750	tons	$ 69.03	$ 74.03	$ 69.03	Ryan Horton 222 South Oakknoll Lake Villa, IL 60046 Ph: (224) 355-7106 rhorton@lake-villa.org	222 South Oakknoll Lake Villa, IL 60046	Village of Lake Villa PO Box 519 Lake Villa, IL. 60046
30	Village of Libertyville	3,000	tons	$ 69.30	$ 74.30	$ 69.30	Michael R. Brady 600 North Avenue Libertyville, IL 60048 Ph: (847) 362-3434 or (847) 344-1360 mbrady@libertyville.com	600 North Avenue Libertyville, IL 60048	Martin Wittrock 118 West Cook Avenue Libertyville, IL 60048 (847) 362-3434 or (847) 344-1451 mwittrock@libertyville.com
31	Village of Lincolnshire	500	tons	$ 69.73	$ 74.73	$ 69.73	Josh Markham One Olde Half Day Road Lincolnshire, IL 60069 Ph: (847) 913-2388 jmarkham@lincolnshireil.gov	205 Schelter Road Lincolnshire, IL 60069	Emily Land One Olde Half Day Road Lincolnshire, IL 60069 Ph: (847) 913-2380 eland@lincolnshireil.gov
32	Village of Lindenhurst	700	tons	$ 69.03	$ 74.03	$ 69.03	Charles Hernandez 2060 Grasslake Road Lindenhurst, IL 60046 Ph: (847) 356-1765 chernandez@lindenhurstil.org	2060 Grasslake Road Lindenhurst, IL 60046	Charles Hernandez 2060 Grasslake Road Lindenhurst, IL 60046 Ph: (847) 356-1765 chernandez@lindenhurstil.org
33	Village of Long Grove	1,400	tons	$ 71.03	$ 76.03	$ 71.03	Bill Balling 3110 Old McHenry Road Long Grove, IL 60047 Ph: (847) 634-9440 bballing@longgrove.net	Lester's Material Service 1980 S. Highway 83 Grayslake, IL 60030	Bill Balling 3110 Old McHenry Road Long Grove, IL 60047 Ph: (847) 634-9440 bballing@longgrove.net
34	Village of Mettawa	115	tons	$ 69.70	$ 74.70	$ 69.70	Bob Irvin 26225 N. Riverwoods Blvd Mettawa, IL 60045 (847) 494-0308 birvin@mettawa.org	800 N. Field Drive Lake Forest, IL 60045 (Lake Froest Facility)	Bob Irvin 26225 N. Riverwoods Blvd Mettawa, IL 60045 (847) 494-0308 birvin@mettawa.org

Agenda Item No. 9

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 27, 2021

Agenda Item: Consideration of a Resolution to Award a Contract to Ganziano Sewer & Water, Inc. for Sanitary Sewer Point Repairs

Staff Recommendation: Approve Resolution

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

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Background: Upon completion of the recent sewer televising program, Public Works staff identified six separate sanitary sewer locations that require 'point repairs' prior to this summer's Road Rehabilitation Program. Each of the point repairs are located within the pavement for streets that will be resurfaced, with the exception to one repair on Milwaukee Ave. These point repairs need to be completed in advance of the resurfacing work in order to avoid later damage to the new roadway pavement.

Staff solicited for bids for the proposed work. Seven bids were submitted, and the lowest responsive bid was from Ganziano Sewer & Water, Inc. in the amount of $96,750. The bids are summarized below:

Contractor	Bid Amount
Ganziano Sewer &Water, Inc.	$96,750
Lenny Hoffman Excavating	$124,525
Misfits Construction Company	$128,600
H. Linden & Son Sewer and Water	$134,125
Berger Excavating Contractor	$145,150
IHC Construction Companies, LLC	$186,800
Performance Construction & Engineering	$198,500

$300,000 is available in the Fiscal Year 2021/22 Annual Budget in the Water & Sewer Capital Improvement Fund Lining/Point Repairs (Acct# 20-2024-6-776) for the proposed work.

Staff recommends approval of the attached resolution to award a contract to Ganziano Sewer &Water, Inc. for sanitary sewer point repairs in the amount of $96,750 and authorize execution by the Village Administrator.

RESOLUTION NO. 21-R-

CONSIDERATION OF A RESOLUTION TO AWARD A CONTRACT TO GANZIANO SEWER & WATER, INC. FOR SANITARY SEWER POINT REPAIRS

WHEREAS, the Village of Libertyville ("Village") desires to complete six separate sanitary sewer point repairs in advance of this year's road rehabilitation program, with the exception of the repair on Milwaukee Ave.; and

WHEREAS, the Village solicited for bids from contractors and received seven responses for the sanitary sewer point repairs; and

WHEREAS, Ganziano Sewer &Water Inc. provided to lowest bid proposal in the total amount of $96,750; and

WHEREAS, the Village's Fiscal Year 2021/22Annual Budget has sufficient funds in the Water and Sewer Capital Improvement Fund (Account #20-2024-6-776) for the proposed work.

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

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

SECTION 2. The Village of Libertyville Board of Trustees awards the contract to Ganziano Sewer &Water Inc. for the sanitary sewer point repairs in the amount of $96,750.

SECTION 3. The Village of Libertyville Board of Trustees authorizes the Village Administrator to execute the contract with from Ganziano Sewer &Water Inc. for the sanitary sewer point repairs.

SECTION 4. This Resolution shall take effect immediately upon 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

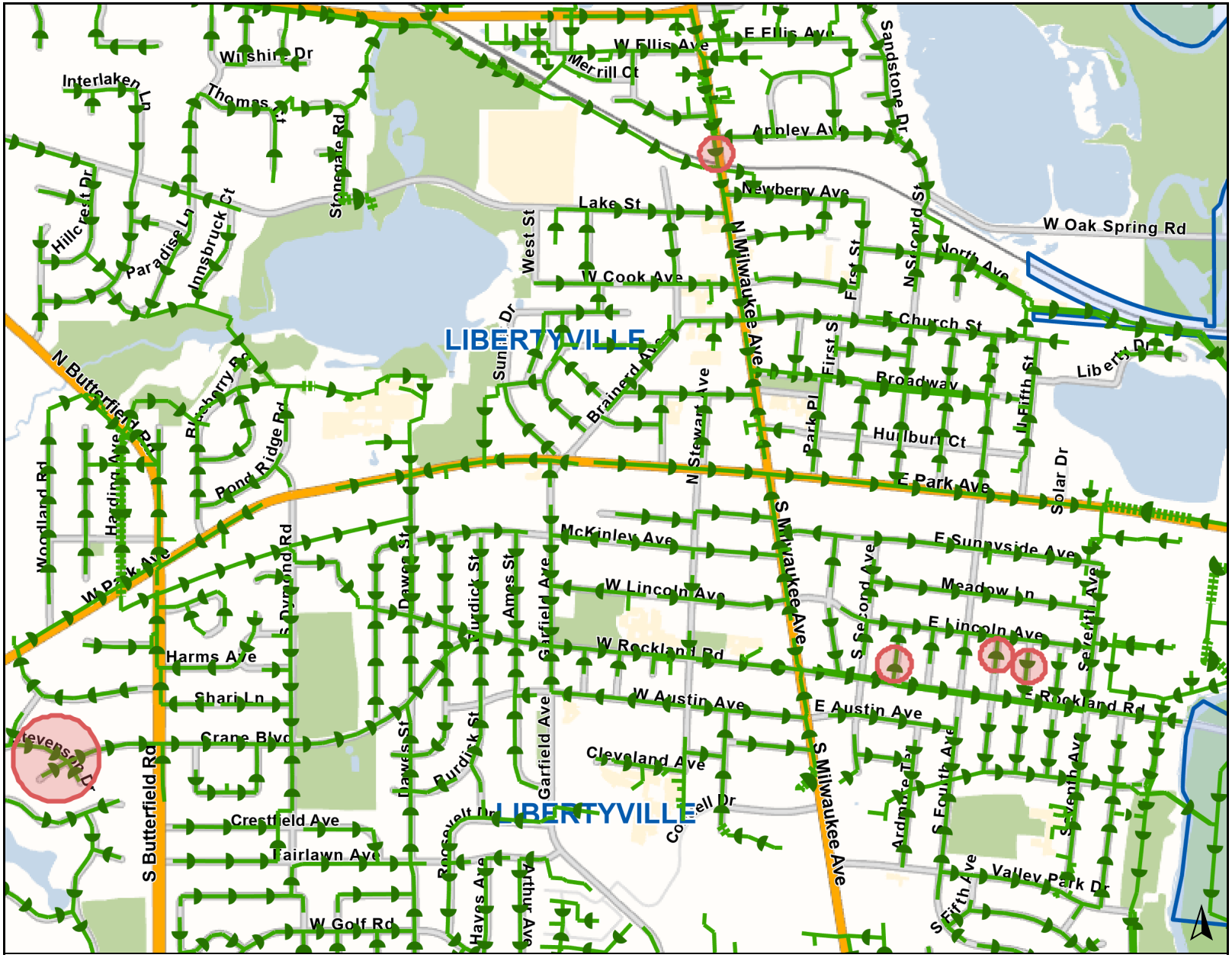
ATTEST:

_____
Sally A. Kowal, Village Clerk

Village of Libertyville
Sanitary Sewer Repairs - Project No. 2105
Bid Tabulation
April 9, 2021 - 10:00 AM

Item No.	Items	Approx. Qty.	Unit	Ganziano Sewer & Water		Lenny Hoffman Excavating		Misfits Construction Company		H. Linden & Sons Sewer and Water		Berger Excavating Contractors		IHC Construction Companies, LLC.		Performance Construction & Engingeering	
1001	Stevenson Drive – 5 LF point repair, 8" VCP, 104'-109'' DS of MH 27B1	1	Lump Sum	$13,000.00		$15,000.00		$18,500.00		$20,000.00		$15,500.00		$24,300.00		$30,000.00	
1002	Stevenson Drive - 5 LF point repair, 8" VCP, 147'-152' DS of MH 27B5	1	Lump Sum	$10,000.00		$14,500.00		$18,500.00		$20,000.00		$14,500.00		$19,400.00		$26,000.00	
1003	Windsor Terrace – 5 LF point repair, 122'-127' DS of MH 30D22	1	Lump Sum	$12,500.00		$18,500.00		$19,000.00		$20,000.00		$18,500.00		$23,800.00		$30,000.00	
1004	Wrightwood Terrace – 5 LF point repair, 8" VCP, 83'-88' and service connection repair at 85.5' DS of MH 30D10	1	Lump Sum	$12,000.00		$15,600.00		$18,000.00		$20,000.00		$19,500.00		$19,500.00		$26,000.00	
1005	Buckingham Terrace – 5 LF point repair, 8" VCP, 90'– 95' and services connection repair at 90.5' and 91.5' DS of MH 30D10	1	Lump Sum	$8,000.00		$15,500.00		$17,000.00		$20,000.00		$13,000.00		$18,900.00		$30,000.00	
1006	757 N. Milwaukee Avenue-10 LF point repair, 8" VCP, 75' to 85' and service connection repair at 75.5' DS of MH 15B28	1	Lump Sum	$25,000.00		$41,500.00		$35,000.00		$30,000.00		$43,000.00		$54,000.00		$49,000.00	
	Additional Pipe, PVC, 8" Diameter	15	Ft	$500.00	$7,500.00	$125.00	$1,875.00	$100.00	$1,500.00	$125.00	$1,875.00	$1,000.00	$15,000.00	$965.00	$14,475.00	$300.00	$4,500.00
	Additional Pipe, PVC, 18" Diameter	5	Ft	$750.00	$3,750.00	$250.00	$1,250.00	$100.00	$500.00	$250.00	$1,250.00	$1,040.00	$5,200.00	$1,525.00	$7,625.00	$400.00	$2,000.00
	Unsuitable Soil Removal & Granular Fill Replacement	10	Cu Yd	$500.00	$5,000.00	$80.00	$800.00	$60.00	$600.00	$100.00	$1,000.00	$95.00	$950.00	$480.00	$4,800.00	$100.00	$1,000.00
					$96,750.00		**$124,525.00**		**$128,600.00**		**$134,125.00**		**$145,150.00**		**$186,800.00**		**$198,500.00**

GISConsortium | 2021 SANITARY SEWER REPAIR MAP



Legend

- Sanitary Utilities
  - Sanitary Main
    - Abandoned
    - Active
  - Sanitary Force Main
    - Abandoned
    - Active

0 2000 4000 ft

Print Date: 4/9/2021

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.

EXHIBIT A

VILLAGE OF LIBERTYVILLE
CONTRACT/PROPOSAL FOR THE

2021 Sanitary Sewer Repairs Project-Project Number 2105

Full Name of Bidder: Ganzziano Sewer & Water, Inc.
Principal Office: Address: 14020 Pleasant Valley Road, Woodstock, IL 60098
Local Office Address:
Contact Person: Joe Ganziano Telephone: 912-210-3327
E-mail: ganzianosewer@gmail.com

TO: Village of Libertyville ("Owner")
200 East Cook Avenue
Libertyville, Illinois 60048-2090
Attention: Paul Kendzior P.E. 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 (if any), which are securely stapled to the end of this Contract/Proposal.

1. Work Proposal

A. Contract and Work. If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work"

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the (the "Work Site");
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates specified in this Contract/Bid;
4. Taxes. Pay all applicable federal, state and local taxes.
5. Miscellaneous. Do all other things required of Bidder by this Contract.

6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the specifications attached hereto and by this reference made a part of this Contract.

C. Responsibility for Damage or Loss. If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

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

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

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

B. Time of Payment.

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

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

of invoice rendered.

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

3. Contract Time Proposal

If this Contract/Proposal is accepted, **Bidder proposes, and agrees, that Bidder shall commence the Work within 10 days following Owner's acceptance of this Contract/Proposal provided Bidder shall have furnished to Owner all Bonds and all insurance certificates and endorsements specified in this Contract/Proposal.** If this Contract/Proposal is accepted Bidder proposes, and agrees, that Bidder shall perform work diligently and continuously and shall **complete the Work no later than July 30, 2021. Failure to complete the specified Work by the completion date will result in a $500/calendar day charge until all said Work is completed.**

4. Finance Assurance

A. Bonds. Each bidder's proposal shall be accompanied by a security deposit of at least 5% of the total Bidders price proposal in the form of a Bid Bond. (Exhibit C)

If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall provide a Performance Bond (Exhibit D) 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 calendar 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.

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

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

The Contractors' insurance coverage shall be primary and non-contributory as respects the Village of Libertyville, its officials, employees, agents and volunteers. Any insurance or self-

insurance maintained by the Village of Libertyville, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

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

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

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

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

The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Libertyville. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.

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

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

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

a. Allowing work by Contractor or any subcontractor to start before receipt of Certificate Insurance **and** Additional Insured Endorsements.

b. Failure to examine, or demand correction of any deficiency, of any Certificate of Insurance **and** Additional Insured Endorsement received.

Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

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

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

Verification of Coverage. Contractor shall furnish the Village of Libertyville and Libertyville Township Road District with certificates of insurance naming the Village of Libertyville or Libertyville Township Road District, its officials, employees, agents and volunteers as additional insureds and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. **The following additional insured endorsements shall be utilized: ISO Additional Insured Endorsements CG 2010 or CG 2026, and CG 2037 – Completed Operations, where required. The Village reserves the right to request full certified copies of the insurance policies and endorsements.**

The insurance coverage's and limits set forth below shall be deemed to be minimum coverage's and limits shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract. The minimum insurance coverage's and limits shall be maintained at all times while providing, performing or completing the Work.

Commercial General Liability

Limits shall not be less than:

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

Coverage to Include:

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

Workers' Compensation and Employers Liability

Limits shall not be less than:

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

Automobile Liability

Limits shall not be less than:

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

Umbrella Liability

Limits shall not be less than:

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

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

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

Penalties. If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-

governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Proposal

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

6. Bidders Representations and Warranties

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

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

B. Regulatory Requirements. Successful bidder must comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.

C. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

D. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposal set forth above.

E. Prevailing Wage. Not less than the rate of wages for Lake County and as required by the Village of Libertyville or the State of Illinois Department of Labor or determined by a court on review shall be paid to all laborers, workers and mechanics performing work for the duration of this contract. Contractor is responsible for providing the municipality with written documentation of their compliance with the Illinois prevailing wage statute and is responsible for any fines or penalties to the state of Illinois if they are found to be in violation of the prevailing wage act.

7. Acknowledgements

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

A. Reliance. Owner is relying on all warranties, representations and statements made by the Bidder in this Contract.

B. Reservation of Rights. Owner reserves the right to reject any and all bids, reserves the right to reject the low price bid, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract is accepted, Bidder shall be bound by each and every term, condition or provision contained in this Contract and in Owners written notification of acceptance in the included in the bound set of documents.

D. Remedies. Each of the rights and remedies reserved to Owner in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity in this Contract/Proposal.

E. Time. Time is of the essence of this Contract and, except where stated otherwise, reference in this Contract to days shall be construed to refer to calendar days.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

G. Severability. The provision of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provisions, not the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall in any way affected thereby.

H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder.

I. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.

J. Governing Law. This Contract and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois.

BIDDER'S SIGNATURE PAGE

The undersign declares that they carefully examined the proposed work, specifications and special requirements, and hereby proposes and binds themselves on award by the Village

Board in accordance with said Contract Requirements.

The persons executing this Proposal/Contract on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Proposal/Contract on behalf of said party, (iii) by so executing this Proposal/Contract, such party is formally bound to the provisions of this Proposal/Contract, and (iv) the entering into this Proposal/Contract does not violate any provision of any other Proposal/Contract to which said party is bound. This Proposal/Contract shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

Bidder Status

Corporation X State: Illinois

Partnership _____ State: _____

Individual Proprietorship: _____

Bidders Company/Firm Name:

Ganziano Sewer & Water, Inc.

Bidders Company/Firm Address:

14020 Pleasant Valley Road, Woodstock, IL 60098

Telephone: 912-210-3327

E-Mail: ganzianosewer@gmail.com

Signature: _____

Printed Name: Joe Ganziano

Title/Position **(must be an official officer of company/firm):** President

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

Name	Title	Address
Joe Ganziano	President	14020 Pleasant Valley Rd. Woodstock, IL 60098
Michelle Cizmar	Vice President	3525 Tournament Dr., Elgin IL 60124

CONTRACT ACCEPTANCE

2021 Sanitary Sewer Repairs Project-Project Number 2105

EXHIBIT E

PRICE PROPOSAL FORM

A. UNIT PRICE WORK

For providing, performing, and completing all Work related to the pay items listed below on a Unit Cost Basis, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

COMPLETE TABLE AS INDICATED

Proposed Sanitary Sewer Rehabilitation and Point Repairs
A. - JOB # LOCATION AND WORK DESCRIPTION:

Item No.	Items	Approximate Quantity	Unit Price	Amount
1001	Stevenson Drive – 5 LF point repair, 8" VCP, 104'-109'' DS of MH 27B1	1	Lump Sum	13,000
1002	Stevenson Drive - 5 LF point repair, 8" VCP, 147'-152' DS of MH 27B5	1	Lump Sum	10,000
1003	Windsor Terrace – 5 LF point repair, 122'-127' DS of MH 30D22	1	Lump Sum	12,500
1004	Wrightwood Terrace – 5 LF point repair, 8" VCP, 83'-88' and service connection repair at 85.5' DS of MH 30D10	1	Lump Sum	12,000
1005	Buckingham Terrace – 5 LF point repair, 8" VCP, 90'– 95' and services connection repair at 90.5' and 91.5' DS of MH 30D10	1	Lump Sum	8,000
1006	757 N. Milwaukee Avenue-10 LF point repair, 8" VCP, 75' to 85' and service connection repair at 75.5' DS of MH 15B28	1	Lump Sum	25,000

B. - JOB # LOCATION AND WORK DESCRIPTION:

Item No.	Items	Approximate Quantity		Unit Price	Amount
1.	Supplemental Work Items				
	Additional Pipe, PVC, 8" Diameter	15	Ft	500.	7,500
	Additional Pipe, PVC, 18" Diameter	5	Ft	750.	3,750
	Unsuitable Soil Removal & Granular Fill Replacement	10	Cu Yd	500.	5,000

BIDDER'S TOTAL FOR ENTIRE IMPROVEMENT:

Ninety-six thousand Seven hundred Fifty dollars and zero cents

(contract amount in writing)

$96,750.00

(contract amount in figures)

EXHIBIT F

SPECIFICATIONS AND EXHIBITS

GENERAL SPECIAL PROVISIONS AND LABOR REQUIREMENTS

Instructions to Contractors from the Engineer

The Contractor shall accept instructions, either verbal or written, only from authorized personnel of the Public Works Department of the Village of Libertyville, Illinois.

Working Hours

Unless authorization for extended hours has been obtained in writing from the Engineer, or is specifically provided for within these specifications, the Contractor shall restrict his working operations on the various streets to between the hours of 7:00 o'clock a.m. and 5:00 o'clock p.m. or sundown, whichever is earlier, Monday through Friday, except that these limits may be extended up to one-half hour for the purpose of setting up or removing temporary traffic control devices. This restriction shall not apply to the maintenance or operation of safety and traffic control devices such as barricades, signs and lighting which are required to be left in place during non- working hours, or to work of an emergency nature.

Occupation and Use of Work Site

Contractor shall:

a. Confine operations at the Work Site to areas permitted by law, ordinances, permits, and the Contract Documents.

b. Not load or permit any part of a structure to be subjected to any force that will endanger its safety.

c. Comply with and enforce Owner's instructions regarding signs, advertisements, fires, and smoke.

d. Assume responsibility for protection and safekeeping of equipment, materials, or products stored at the Work Site.

e. Not discharge smoke, dust, or other contaminants into the atmosphere, or fluids or materials into any waterway as will violate regulations of any legally constituted authority.

f. At all times keep the Work Site free from accumulating waste materials and rubbish caused by his work or employees. All materials and equipment required on the site shall be kept in such a manner so as to cause a minimum of inconvenience and nuisance to other Contractors and the general public.

g. Move stored materials or products which interfere with the operations of Owner or other Contractors, or impede the safe movement of vehicular traffic or pedestrians.

h. Obtain and pay for additional storage or work areas needed for operations.

i. Not permit the consumption of alcohol at the Work Site.

Traffic Control and Protection

Traffic control shall be provided by the Contractor in accordance with Articles 107.09 and 107.14, Section 701 of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, and the Highway Standards and other Special Provisions included herein.

Contractor shall at all a times conduct the work in such a manner as to ensure least obstruction to vehicular and pedestrian traffic. The convenience of the general public and of residents along the roadway shall be provided for in an adequate and satisfactory manner.

During the progress of the work, Contractor shall maintain access to private property along the road. Contractor shall provide, erect, and maintain, within any portion of a road closed to through traffic, such barricades, signs, flags, and lights as may be necessary to protect the work and safeguard local traffic.

The Contractor shall provide adequate monitoring of all work zones to ensure that all barricades, warning signs, lights and other devices are in place and operational twenty-four (24) hours each day, including Sundays and holidays, during the time the Contract is in force. In the event of severe weather conditions the Contractor will be required to furnish any additional personnel necessary to properly maintain all traffic control devices as directed by the Engineer.

Except where specific pay items have been provided for a special Detour and Traffic Maintenance Plan, the cost for all requirements specified above and for all labor, materials, transportation, handling and incidentals necessary to furnish, install, maintain, relocate and remove all Traffic Control and Protection shall be incidental to the Contract, and no additional compensation will be allowed.

Protection of Existing Drainage Facilities During Construction

Whenever during construction operations any loose material is deposited in the flow line of gutters, drainage structures, or ditches such that the natural flow line of water is obstructed, this loose material shall be removed at the close of each working day. At the conclusion of construction operations all drainage structures and flow lines shall be free from dirt and debris. This work shall be considered incidental to the contract, and no additional compensation will be allowed.

Unless reconstruction or adjustment of an existing manhole, catch basin, inlet or adjustment to the frame and grate of the aforementioned structure is called for or is ordered by the Engineer, the proposed work should meet the existing elevations of these structures. Should reconstruction or adjustment of a drainage structure not shown on the Plans be required by the Engineer in the field, payment will be made in accordance with Article 109.04 of the Standard Specifications.

The Contractor shall take the necessary precautions when working near or above existing sewers to protect these sewers from any damage resulting from his operations. All work and material necessary to repair or replace any sewer that is damaged due to non-compliance with the provision shall be provided, as directed by the Engineer, at the Contractor's expense, with no extra compensation being allowed.

Dust Control

At the end of each day's operations, or as required by the Owner, the Contractor shall take appropriate measures to control dust along the entire sewer route or where directed by the Engineer by means such as mechanical sweeping or dust abatement chemicals. The cost for dust control shall be considered incidental to the unit price for sanitary sewer rehabilitation.

Co-operation with Utilities

Contractor shall notify all utilities including the Village of Libertyville Public Works Department at least 48 hours prior to commencement of any construction which may interfere with existing utility lines, conduits, cables, etc. Existing utilities are herein defined as including, but not limited to all wiring, piping, conduit and related structures used for the conveyance of water, sewerage, stormwater, natural gas, electric, telephone transmission or any other substance or signal. All underground utilities may not be shown on the Plans. Contractor shall be responsible to determine the existence, nature and location of all utilities and appurtenances. Contractor shall exercise all reasonable precautions against damage to existing utilities.

The operation of existing utilities shall not be interrupted as a routine part of Contractor's operation. In the event of an interruption of any utility, Contractor shall be responsible for identifying the appropriate utility and shall lend all possible assistance in restoring service. Contractor shall assume all costs connected with the repair of any damaged utility. Where the location of utilities interferes with the proposed Work to the extent that the Drawings must be altered, Owner shall be notified so that appropriate changes can be implemented.

Contractor shall cooperate with the Village of Libertyville and all utility companies involved with the removal, temporary relocation, reconstruction, or abandonment by these agencies of any and all services or facilities owned or operated by them within the limits of this improvement.

Costs associated with bracing, identifying, protecting or moving any facility shall be considered incidental to the Contract.

Job Safety and Protection of the Work

The Contractor shall solely be responsible for the proper and safe protection of the work at all times during the time the contract is in force. The Contractor shall provide, erect and maintain sufficient barricades, flagging, temporary fencing, lights and related devices at all places where work is in progress, and wherever else required by the Engineer, in order to minimize the chances of accidental injury to persons encountering areas of construction. Placement and maintenance of barricades, signs, temporary fencing and related devices at all locations shall be as directed by the Engineer.

It shall be the Contractor's responsibility to notify all abutting property owners and residents if construction work will interrupt access to driveways or private walks.

Such notice shall be given with sufficient lead time to allow for the moving of vehicles, etc., prior to the Contractor's commencing with removal or excavation. The Contractor shall schedule work at driveways and walkways in the shortest time practical in order reduce resident inconvenience to a minimum. The cost to the Contractor to comply with the requirements of this Section will be considered incidental to the contract, and no additional compensation will be made.

Open Fires

No open fires will be permitted. No welding, flame cutting or other operations involving the use of flame, arcs or sparking devices will be allowed without adequate protection and permission of the Engineer.

Protection of Trees and Shrubs

Every effort shall be made by the Contractor when working near trees and shrubs to preserve same from harm. No trees or shrubs shall be removed unless so indicated on the Plans. The Contractor shall be responsible for damage to or loss of any tree or shrub not specifically designated to be removed.

Wherever construction operations are likely to damage tree roots, the Engineer will require root pruning be done prior to any excavation. A pay item is provided for this work. No machine excavation or wheel traffic will be permitted beyond the limits established by the root pruning.

Damage to tree limbs shall be held to a minimum. Pliable shrubs and tree limbs shall be tied back wherever necessary to prevent their loss or damage. Where the Engineer has authorized

selective trimming, limbs and branches shall be pruned before starting work in accordance with the best forestry practice.

Wherever the Engineer deems it necessary, the Contractor shall provide plank wrappers wired in place to protect tree trunks from being damaged by machinery or materials. Protective planking shall be removed as soon as practical after work near the tre e has been completed. In removing soil banks from around trees, hand work will be required as necessary to prevent damage to the trunks by construction machinery.

Protection of trees and shrubs, and any pruning performed shall be considered incidental to the Contract, and no additional compensation will be allowed.

Small trees (up to 4 inches in diameter) and shrubs not indicated for removal which are removed or damaged by the Contractor during construction shall be replaced in kind and size at the Contractor's expense. Replacement trees shall be furnished balled and burlapped. All planting shall be done in accordance with Section 253 of the Standard Specifications.

Damages at the rate of one hundred fifty dollars ($150.00) per inch of trunk diameter will be assessed against the Contractor for unauthorized removal or damage to any tree greater than 4 inches in diameter. No penalty will apply for removal of trees where removal is indicated on the plans or authorized by the Engineer.

Use of Fire Hydrants

Except as described below, use of fire hydrants to obtain water for construction work is prohibited. For operations which require water (such as watering landscaping, pavement saw-cutting, washing, etc.), Contractor shall secure water from the Village Yards, located at 600 North Avenue, under the supervision of the Streets Superintendent, or his designee. Persons caught tampering with any other hydrant, or otherwise obtaining water illegally, shall be subject to a fine of not less than two hundred dollars ($200) for each offense.

At the Contractor's option, Contractor may furnish water from his own sources, at no expense to the Village.

Permitting, Authorizations, and Coordination

The Village of Libertyville will secure the necessary agreements from the Illinois Department of Transportation (IDOT) for work to be performed inside their right-of-way. It is the Contractor's responsibility to read these permits, comply with its provisions, and shall provide a Highway Permit Bond in the amount requested by IDOT (anticipated to be approximately $15,000) and insurance meeting requirements and conditions set forth by IDOT, such requirements are considered INCIDENTAL to the cost of the project. An Individual Highway Permit Bond is required and is also considered INCIDENTAL to the cost of the project.

Sanitary Sewer Repairs
Incidental Language

Work under these items consists of the removal of existing sanitary sewer main, service connections, or service laterals, and replacement with specified materials, as shown on the Drawings, or as directed by the Engineer.

Rehabilitation notes for individual jobs are given on the Drawings. These notes specify individual repairs that are to be made at a specific location.

For all repairs, replacement pipe shall be placed in the same line and grade of the existing pipe sections unless otherwise noted. The conditions of the pipe sections upstream and downstream of the specified repair location shall be inspected and, if defective, Engineer will determine if additional repairs are necessary. Where additional pipe repairs of five feet or less are identified, no additional compensation shall be made. Where additional work is required, a written Change Order will be prepared.

When specified repairs cannot be made because of physical limitations at the site, Engineer shall be promptly notified. Alternate repair techniques shall be evaluated in cases where conventional repairs are not practical. Change orders may be required for alternate repairs. Sewer line repairs shall remain uncovered until an inspection by Engineer has been made.

Contractor shall verify by testing all building service connections to determine if they are active or inactive. Only active services shall be connected to the existing sanitary sewer system. The location of any service lines shown on the Drawings is approximate. Contractor is responsible to determine the exact location and alignment. Inactive services shall be plugged with hydraulic cement. In addition, Contractor shall be responsible for any liability associated with the accidental plugging of active services.

Pavement and Sidewalk Removal

Removal and satisfactory disposal of all existing pavement, base, stabilized sub-base, including resurfaced pavement, curb and gutter, driveway pavement, or sidewalk shall be in accordance with Section 440 of the Standard Specifications for Road and Bridge Construction.

PCC and Bituminous pavement, driveway pavement, curb and gutter, and sidewalk shall be saw cut full depth prior to removal. Provisions shall be made for a satisfactory transition between removal areas and pavement, etc. to remain. Contractor shall, by means of suitable equipment, saw cut along the indicated limits of removal, to the full depth (thickness) of each item, such that a straight line is secured.

Contractors utilizing sawing machines which require a water feed are instructed to familiarize themselves with the restrictions concerning the use of Village fire hydrants.

Sanitary Sewer Materials

Replacement pipe material for sanitary, fittings and building services shall be polyvinyl chloride pipe (PVC) SDR 26 and shall conform to ASTM designation D-3034 to the size specified on the drawings Joints shall be gasketed push-on joints, meeting the requirements of ASTM P-3212.

The pipe shall be homogenous throughout and free from cracks, holes, foreign matter or

other defects. The pipe shall be shipped with one coupling factory applied. Pipe shall have a ring painted around the uncoupled end in such a manner as to allow field checking the settling depth of pipe in the socket.

Pipe shall be delivered to the job site by means which will adequately support it, and not subject the pipe to undue stresses. In particular, the load shall be supported so that the bottom rows of pipes shall not be crushed. Pipe shall be unloaded carefully and strung or stored as close to the final point of placement as practical.

Factory fabricated wyes or tees shall be provided for all building service sewer connections made to the sanitary sewer main. Tees and wyes shall be of the same material as the main sewer.

All connections between existing and replacement pipes shall be made with adaptor couplings specifically designed for the materials being connected or with an approved neoprene coupling sealed with stainless steel bands.

Trench Protection

All open cut trenches shall be protected against collapse for the protection of life, work or adjacent structures as required by any State or Federal Laws governing the protection of life or property. The minimum protection shall conform to the recommendations of the Occupational Safety and Health Administration Standards (OSHA) for construction.

Trench protection shall consist of sheeting and bracing or a Trench Box as may be permitted by OSHA.

Contractor shall employ an Illinois Registered Structural Engineer to design all sheeting and bracing. Shop drawings shall be submitted to Owner for review.Trench protection necessary for safety or the protection of life, work or property shall be considered incidental to the Contract.

Unsuitable Soil

When unsuitable soil conditions are encountered under sewers which require removal of unsuitable materials below the depth of standard bedding, Contractor shall replace the material removed with granular material of the gradation approved by Engineer.

Payment for replacement of unsuitable soil will be made at the Contract Unit Price per cubic yard of soil removed and replaced with granular material, which price shall include the cost of removing and disposing of unsuitable material and furnishing and placing the granular fill.

Flow Control

Prior to beginning any work which would disturb the existing flow in the line to be repaired, Contractor and Owner will determine whether sewer plugging or bypass pumping shall be used to control flows during the time the line is open for repair.

Where plugging is used for flow control, Contractor shall monitor upstream manholes for excessive surcharge conditions.

Where plugging is not feasible, pumping shall be used for flow control. It may be necessary to divert all or a portion of the wastewater flow to a downstream manhole. No bypassed wastewater from the sanitary sewer shall be allowed to discharge to natural or manmade surface drainage.

No compensation for flow control will be allowed. Cost for plugging, blocking, pumping, and bypassing shall be considered incidental to the Contract.

Pipe Repairs

Defective pipe sections and service connections shall be removed by cutting the pipe past the bell end, if necessary, to allow for the use of a rubber coupling. Following removal of the specified section of sewer or service lateral, Engineer will inspect the condition of the adjacent pipe, in order to determine if additional pipe is in need of replacement. Contractor shall remove such additional pipe as directed by Engineer.

Defective service connections shall be replaced with appropriate sized wye or tee fitting. Replacement pipe lengths shall be cut to within ¼ inch of the required replacement pipe length and attached to the existing pipe with appropriate sized rubber couplings as manufactured by Mission Rubber Company, Fern Company, or equal. Reducing couplings shall be used to connect existing 4" building services to replacement pipe. All couplings shall be secured with two type C-305 stainless steel adjustable bands, to provide a leak-proof seal.

Pipe bedding under and around the replacement pipe section shall be provided in accordance with the details in the Drawings, and shall be adequately compacted to provide support and prevent settling.

Restoration

Trench Backfill all excavations shall be backfilled with trench backfill. This Work shall be performed in accordance with Section 208 of the Standard Specifications for Road and Bridge Construction. Contractor shall furnish the Engineer with copies of weight tickets for each load of material delivered to the Site.

For Job Number 1006-
Backfill in the excavated area shall be using CLSM where the work was done in or adjacent to paved areas.

Temporary Pavement Replacement

This work will consist of constructing a temporary surface at areas of removed surfaces. Temporary surfaces shall be constructed immediately following placement and compaction of specified trench backfill material. Temporary surfaces shall consist of a base course of crushed stone or crushed gravel and a bituminous surface of specified thickness. The total depth of the temporary surface shall be approximately equal to the depth of the adjacent pavement, driveway pavement, curb and gutter, or sidewalk which was removed. The surface shall be reasonably smooth and match the grade of adjacent undisturbed surfaces.

The bituminous surface shall be placed at all street pavement or commercial entrance locations prior to their being reopened to traffic. Placement of bituminous surface at residential driveways and other removal areas designated by the Engineer may be deferred up to 3 days, however, bituminous surface shall be placed before the end of the last day worked in each calendar week.

Temporary surfaces shall be maintained by the Contractor for a period of ninety (90) days, or until pavement rehabilitation work on Fourth Street commences, whichever occurs first.

Maintenance of temporary surfaces shall include, but is not necessarily limited to the following:

-Placement of additional bituminous material from time to time, as needed, to assure reasonably smooth and even surface.

-Clean-up, removal and disposal of any and all materials which become loosened or scattered along the streets or adjacent lawn areas.

-Special consideration shall be given and appropriate measures taken by the Contractor to assure that drainage is maintained along established flow lines and gutters, and that ponding of water is prevented throughout the work areas.

-Application of dust control agents (e.g., calcium chloride) or watering, to control wind borne debris.

This work will consist of constructing permanent surface at areas of removed surfaces. Pavement material and thicknesses shall match the adjacent existing with a minimum section as follows: 2.5-inch HMA binder, 2.0-inch HMA surface, Mix "D", N50.

Landscaped areas shall be restored with a minimum of 4-inches of topsoil or approved select excavated materials, seeded, and covered with erosion control blanket.

Testing of Sanitary Sewer Repairs

Testing of Repaired Cross Connections:

Sanitary sewers with cross connections between sanitary sewer removed (Jobs No. 1002 and 1003) shall be dyed water tested to ensure that the cross connection no longer exists. Contractor shall furnish necessary equipment and labor required to accomplish the work as specified herein. The parallel section or crossing section of the storm sewer shall be securely plugged at a downstream location. The storm sewer shall then be flooded to full pipe using dyed water (Uranine dye). The downstream sanitary manhole shall be checked for evidence of dye in the sanitary manhole. If dye does not immediately appear, a period of one hour shall elapse before the test is considered negative. The test shall be performed in the presence of Owner. If dye does appear, the line shall be televised to ascertain the source of the dye. If dye is entering from a defect originally scheduled for repair, then Contractor shall again repair and retest the defect at no additional cost (including TV inspection and dye test costs). If dye is entering from another defect previously unidentified then Owner will determine if additional repairs are required. If additional repairs are required, then additional work will be authorized by a Change Order.

Basis of Payment

A. Sanitary Sewer Repairs

This work will be paid for at the Contract Lump Sum Price for each individual job number. Additional footages up to a maximum of 5 lineal feet will be considered incidental. The price shall be payment in full for performing the work as specified herein. Costs for all materials and labor, excavation, pipe repairs and connections, pipe bedding, granular trench backfill, temporary surface restoration, and where necessary, post-repair internal television inspection and all testing shall be included in the Contract price for each individual job number.

B. Supplemental Bid Items

Work under these items will be paid for at the Contract Unit Price per foot for PVC Pipe, 8" Diameter, or 18" Diameter; at the Contract Unit Price per cubic yard for Unsuitable Soil Removal and Granular Fill Replacement; Prices for pipe items shall include additional pipe installed, complete in place, backfill materials, compaction, and temporary restoration in paved and non-paved areas.

Warranty of Work

Warranty Period; Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty for a period of one year from the date of such repair or replacement.

CHECK SHEET #LRS3

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets
SPECIAL PROVISION
FOR
WORK ZONE TRAFFIC CONTROL SURVEILLANCE
Effective: January 1, 1999
Revised: January 1, 2018

Revise Article 701.10 of the Standard Specifications to read:

"The Contractor shall conduct inspections of the worksite at a frequency that will allow for the timely replacement of any traffic control device that has become displaced, worn, or damaged. A sufficient quantity of replacement devices, based on vulnerability to damage, shall be readily available to meet this requirement."

Delete Article 701.20(g) of the Standard Specifications.

CHECK SHEET #LRS4

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets
SPECIAL PROVISION
FOR
FLAGGERS IN WORK ZONES
Effective: January 1, 1999
Revised: January 1, 2007

Revise the last paragraph of Article 701.13 of the Standard Specifications to read:

"Flaggers are required only when workers are present."

CHECK SHEET #LRS11
State of Illinois
Department of Transportation
Bureau of Local Roads and Streets
SPECIAL PROVISION FOR EMPLOYMENT PRACTICES
Effective: January 1, 1999

In addition to all other labor requirements set forth in this proposal and in the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation, during the performance of this contract, the Contractor for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

Selection of Labor. The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.

Equal Employment Opportunity. During the performance of this contract, the Contractor agrees as follows:

EXHIBIT G

LIST OF DRAWINGS

2021 Sanitary Sewer Repairs Project-Project Number 2105

Sheet 1: Cover Page

Sheet 2: Sanitary Repair Job number 1001-1005

Sheet 3: Sanitary Repair Job number 1006

Sheet 4: Details

Agenda Item No. 10

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 27, 2021

Agenda Item: Consideration of a Resolution to Award a Contract to Precision Pavement Markings, Inc. for the Annual Pavement Markings 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 of Libertyville participated in a joint bid through the Lake County Municipal League which solicited sealed bids for thermoplastic roadway pavement markings. Three bids were received and publicly opened on April 16, 2021. The lowest responsible bidder was Precision Pavement Markings, Inc.

The Fiscal Year 2021/22 Annual Budget includes $40,000 in the Project Fund (Account #40-0000-0-773) for the proposed pavement markings work. The estimated quantities and low bidder's unit prices to fit within the Village's available budgeted funds are summarized below:

Item	Unit Price	Quantity	Unit	Cost
4-inch line	$0.50	25,500	Linear Feet	$12,750.00
6-inch line	$0.75	11,800	Linear Feet	$8,850.00
12-inch line	$1.50	3,475	Linear Feet	$5,212.00
24-inch line	$4.00	2,150	Linear Feet	$8,600.00
Letters & Symbols	$3.25	694	Square Feet	$2,255.50
Removal	$0.30	6,000	Linear Feet	$1,800.00
Total:				**$39,468.00**

Staff recommends approval of the attached resolution to award a contract to Precision Pavement Markings, Inc. for the annual pavement marking program in an amount not-to-exceed $40,000 and authorize execution of the contract by the Village Administrator.

RESOLUTION NO. 21-R-

A RESOLUTION TO AWARD A CONTRACT TO PRECISION PAVEMENT MARKINGS, INC. FOR THE ANNUAL PAVEMENT MARKINGS PROGRAM

WHEREAS, the Village of Libertyville participated in a joint bid through the Lake County Municipal League for thermoplastic roadway pavement markings and three sealed bids were publicly opened on April 16, 2021; and

WHEREAS, Precision Pavement Markings, Inc. was determined to be the lowest responsible bidder to perform pavement markings; and

WHEREAS, the Fiscal Year 2021/22 Annual Budget provides $40,000 in the Project Fund (Account #40-0000-0-773) for proposed pavement markings.

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

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

SECTION TWO: The Village of Libertyville Board of Trustees approves the Annual Pavement Markings Program contract with Precision Pavement Markings, Inc. in an amount not to exceed $40,000.

SECTION THREE: The Village of Libertyville Board of Trustees authorizes the Village Administrator to execute the contract with Precision Pavement Markings, Inc. for the Annual Pavement Markings Program contract.

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

PASSED this _____day of _____, 2021.

AYES:

NAYS:

ABSENT:

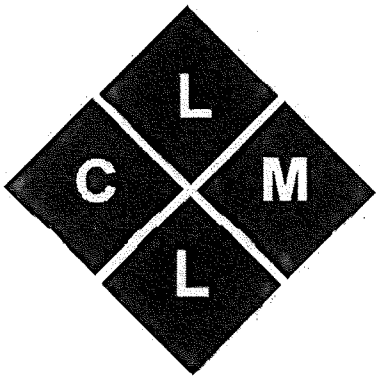
APPROVED this _____day of _____, 2021.

_____
Terry L. Weppler, Village President

ATTEST:

_____
Sally A. Kowal, Village Clerk

LAKE COUNTY MUNICIPAL LEAGUE
COOPERATIVE PURCHASING PROGRAM



BID SUBMITTAL PACKAGE

PART II

PAVEMENT MARKING

Sealed Bid Due: Defined in PART I

Lake County Municipal League
Cooperative Purchasing Program

CONTRACT FOR

PAVEMENT MARKING

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

PAVEMENT MARKING

Full Name of Bidder Precision Pavement Markings, Inc. ("Bidder")

Principal Office Address 1220 Bell Court, Pingree Grove, IL 60140

Local Office Address 1220 Bell Court, Pingree Grove, IL 60140

Contact Person Terry Wilson Telephone 847-931-9092

Email estimating@precisionpavement.com

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. NONE, 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 pavement marking; (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 define BEGIN 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 Eight Thousand one Hundred Thirty six 32/100 dollars ($8136.32), 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 14th day of April, 2021.

Attest/Witness:

By: [signature]

Title: Project Manager

Precision Pavement Markings, Inc
Bidder

By: [signature]

Title: Corporate Secretary

Lake County Municipal League
Cooperative Purchasing Program
Pavement Marking

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", as provided within the 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 May 1, 2021 through October 31, 2021, 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 to complete the project.

III. DESCRIPTION OF WORK

The Work described in these specifications consists of performing Pavement Marking 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 Pavement Marking 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. PAVEMENT MARKING

A. A list of locations will be supplied to the Contractor daily prior to start of work.

B. The Contractor shall, each day, inform the Village representative of the work scheduled for the next working day.

C. Two-way traffic or two certified flagmen shall be required for all arterial streets.

D. All work and materials shall comply with the latest edition of "Standard Specifications for Road and Bridge Construction", "Section 780 Pavement Marking", and Section 781 Raised Reflective Pavement Markers" and shall follow the latest edition of the "Manual on Uniform Traffic Control Devices" insofar as is applicable; and, all applicable local ordinances and requirements. Where there is a conflict between any of these documents, the most restrictive requirements shall prevail.

E. Stripe Removal shall consist of removal of existing striping by grinding or other means approved by the Village representative.

F. Contractor shall furnish a paint depth gauge, approved by the Village representative, for use throughout the project.

G. Turn Arrows – Turn Arrows shall be installed in accordance with the state specifications and will be paid for as Turn Arrows with a single arrowhead, and Combination Turn Arrows with multiple arrowheads.

VII. CONTRACT TIME

Contractor shall complete the Work no later than October 31, 2021, and may be extended for two additional consecutive years at the Owner's discretion.

VIII. 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.

IX. COORDINATION WITH THE OWNER

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

X. 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.

XI. 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 Section 701 of the January 1, 2015 Supplemental Specifications and Recurring Special Provisions Manual, 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.

XII. 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.

Contractor shall be paid at the unit price per LINEAR FOOT for PAVEMENT MARKING and per SQUARE FOOT for LETTERS & SYMBOLS as specified in the Schedule of Prices.

LCML 2021 COOP

PAVEMENT MARKING

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	Thermoplastic Pavement Marking					
			4" (lin')	6" (lin')	12" (lin')	24" (lin')	L & S (sq')	Removal (lin')
Kelsey Langeler	Mundelein	klangeler@mundelein.org	8640	5000	2000	800	700	0
Scott Hilts	Round Lake Beach	shilts@rlbeach.org	13000	2000	1000	200	200	200
Adam Wedoff	Round Lake	awedoff@roundlake.com	2000	1500	300	1000	300	2000
Mike Brady	Libertyville	mbrady@libertyville.com	26850	11900	3475	2150	695	11000
Ed Wilmes	North Chicago	edwwil@northchicago.org	0	600	250	180	0	0
Pete Stoehr	Lakemoor	pstoehr@manhard.com	5000	0	0	200	100	0
Ralph Kuhlman	Barrington	rkuhlman@barrington.il.gov	0	5000	1400	800	330	800
Jonathan Meyer	Volo	jmeyer@villageofvolo.com	4050	0	60	0	0	4111
Mike Brown	Lake Zurich	Mike.brown@lakezurich.org	133	2655	1208	449	1155	0
Adrian Marquez	Beach Park	Adrian.marquez@villageofbeachpark.com	20660	288	0	7776	0	0
TOTAL			80333	28943	9693	13555	3480	18111

Name	Municipality	Email Address	PreFormed Tape Pavement Marking 3M Stamark Hi-Performance 380AW or 380IES					
			4" (lin')	6" (lin')	12" (lin')	24" (lin')	L & S (sq')	Removal
Ed Wilmes	NorthChicago	edwwil@northchicago.org	0	600	250	180	0	0
TOTAL			0	600	250	180	0	0

CONTRACTOR'S 2021 SCHEDULE OF PRICES

COMPLETE TABLES AS INDICATED

ITEM NO.	ITEMS	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Thermoplastic Pavement Marking 4" lines	LINEAR FOOT	80333	0.50	40166.50
2	Thermoplastic Pavement Marking 6" lines	LINEAR FOOT	28943	0.75	21707.25
3	Thermoplastic Pavement Marking 12" lines	LINEAR FOOT	9693	1.50	14539.50
4	Thermoplastic Pavement Marking 24" lines	LINEAR FOOT	13555	4.00	54220.00
5	Letters & Symbols	SQ. FT	3480	3.25	11310.00
6	3M Stamark 380AW Pavement Marking Tape - 4"	LINEAR FOOT	0	4.00	0.00
7	3M Stamark 380AW Pavement Marking Tape - 6"	LINEAR FOOT	600	5.00	3000.00
8	3M Stamark 380AW Pavement Marking Tape - 12"	LINEAR FOOT	250	15.00	3750.00
9	3M Stamark 380AW Pavement Marking Tape – 24"	LINEAR FOOT	180	25.00	4500.00
10	3M Stamark 380AW Pavement Marking Letters & Symbols	SQ. FT	0	50.00	0.00
11	Waterblast Removal	LINEAR FOOT	0	3.25	0.00
12	Grinding Removal	LINEAR FOOT	18111	0.30	5433.30
				TOTAL	$158,626.55

Asphalt Grooving per Pavement Marking Manufacture's Width and Depth Specifications					
ITEM NO.	**ITEMS**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**TOTAL**
13	Pavement Grooving for 4" lines	LINEAR FOOT	0	2.00	0.00
14	Pavement Grooving for 6" lines 6" lines	LINEAR FOOT	600	2.50	1500.00
15	Pavement Grooving for 12" lines	LINEAR FOOT	250	5.00	1250.00
16	Pavement Grooving for 24" lines	LINEAR FOOT	180	7.50	1350.00
17	Pavement Grooving for Letters & Symbols	SQ. FT.	0	7.50	0.00
18	Additional for grooving concrete	LINEAR FOOT	0	10.00	0.00
				TOTAL	$ 4,100.00

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.

Illinois Department of Transportation

Local Public Agency Proposal Bid Bond

Local Public Agency	County	Section Number
Lake County Municipal	Lake	

WE, Precision Pavement Markings, Inc as PRINCIPAL, and

Ohio Farmers Insurance Company as SURETY, are held jointly, severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 12th (Day) of April, 2021 (Month and Year)

Principal

Company Name	Signature	Date	Title
Precision Pavement Markings, Inc	By: Billy J Salazar	4/12/21	Corporate Secretary

Company Name	Signature	Date	Title
	By:		

(If Principal is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

Name of Surety	Signature of Attorney-in-Fact	Date
Ohio Farmers Insurance Company	By: Josh D. Kelly	4/12/2021

STATE OF IL
COUNTY OF Kane

I Alma R. Benitez, a Notary Public in and for said county do hereby certify that Billy J. Salazar

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th (Day) day of April, 2021 (Month and Year).

Notary Public Signature: Alma R. Benitez

Date commission expires 06/29/24

(SEAL)

OFFICIAL SEAL
ALMA R BENITEZ
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/29/24

Local Public Agency	County	Section Number
Lake County Municipal	Lake	

ELECTRONIC BID BOND

☐ **Electronic bid bond is allowed (box must be checked by LPA if electronic bid bond is allowed)**

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LPA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

Company/Bidder Name

Signature

Date

Title

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 05/21/20, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

CERTIFIED COPY

POWER NO. 1211492 05

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

JOHN G. KELLY, SUSAN ONORI, CHERYL KLEINER, JOINTLY OR SEVERALLY

of **ELGIN** and State of **IL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.**

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **21st** day of **MAY** A.D., **2020**.

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper,** *National Surety Leader* and *Senior Executive*

State of Ohio
County of Medina ss.:

On this **21st** day of **MAY** A.D., **2020**, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Hartford, CT;** that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino,** Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 12th day of April A.D., 2021

Frank A. Carrino, *Secretary*

ACKNOWLEDGEMENT OF SURETY

STATE OF Illinois)
} ss.
COUNTY OF McHenry)

On this 12th day of April, 2021 personally appeared before me John G. Kelly

who being duly sworn did depose and say that he/she is the attorney-in-fact of the Ohio Farmers Insurance Company of Westfield Center, Ohio, that the seal affixed to the attached instrument is the Corporate Seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and the said John G. Kelly

acknowledged that he/she executed said instrument as such attorney-in-fact and as the free act and deed of said Corporation.

Laura E Miller

Notary Signature and stamp

BD 5439 OF (1-00)

"OFFICIAL SEAL"
LAURA E. MILLER
Notary Public, State of Illinois
My Commission Expires 04/15/23

BIDDER'S SWORN ACKNOWLEDGEMENT

MANDATORY TO RETURN WITH BID

Lake County Municipal League
Cooperative Purchasing Program

BIDDER'S SWORN ACKNOWLEDGEMENT

Billy J. Salazar ("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 Precision Pavement Markings, Inc.

The officers of the corporation are as follows:

TITLE	NAME	ADDRESS
President	Alfredo Salazar	1220 Bell Ct, Pingree Grove, IL 60140
Vice President	Alfredo Salazar Jr.	1220 Bell Ct, Pingree Grove, IL 60140
Secretary	Billy J. Salazar	1220 Bell Ct, Pingree Grove, IL 60140
Treasurer	Billy J. Salazar	1220 Bell Ct, Pingree Grove, IL 60140

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 14th day of April, 2021.

Attest/Witness:

By: _____

Title: Project Manager

Precision Pavement Markings, Inc.
Bidder

By: _____

Title: Corporate Secretary

Subscribed and Sworn to before me this 14th day of April, 2021.

_____
Notary Public

My Commission Expires: 06/29/24

[SEAL]

OFFICIAL SEAL
ALMA R BENITEZ
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/29/24

BIDDER'S SWORN HISTORY and EXPERIENCE STATEMENT

MANDATORY TO RETURN WITH BID

Lake County Municipal League
Cooperative Purchasing Program

HISTORY STATEMENT

Billy J. Salazar ("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: Pavement markings.

2. **Composition of Work**

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

70 % Federal	40 % As Contractor	100 % Bidder's Forces
30 % Other Public	60 % As Subcontractor	0 % Subcontractors
10 % Private		100 % 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: 12 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
N/A		

5. **Business Licenses**

List all business licenses currently held by Bidder:

ISSUING AGENCY	TYPE	NUMBER	EXPIRATION
N/A			

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	City of McHenry	City of Rockford	Village of Algonquin
Owner Address	2200 N. Seminary Ave Woodstock,IL 60098	425 E. State St Rockford, IL 61104	16111 Nelson Road Woodstock, IL 60098
Reference	PO00002579	219-PW-020	2019 Paint Pavement
Telephone Number	815-334-4331	779-348-7164	847-658-2700
Type of Work	Paint	Paint	Paint
Contractor (If Bidder was Subcontractor)	N/A	N/A	N/A
Total Contract Value	$55,000.00	$226,224.45	$6,000.00
(Sub-Contract Value)	N/A	N/A	N/A
Date Completed	10/31/2020	9/26/2020	11/23/2020

SIGNED and DATED this 14th day of April, 2021.

Bidder Signature Billy J Salazar **Title and Print Name** Corp. Secretary, Billy J. Salazar

ATTEST/WITNESS

Subscribed and Sworn to before me this 14th day of April, 2021.

Alma R. Benitez
Notary Public

My Commission Expires: 06/29/24

[SEAL]

OFFICIAL SEAL
ALMA R BENITEZ
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/29/24

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

OPENING OF BIDS

PAVEMENT MARKING

April 16th, 2021 11:00am

Round Lake Beach Village Hall, Council Chambers, 1937 N. Municipal Way, Round Lake Beach, IL 60073

CONTRACTOR	BIDDER'S SWORN STATEMENT	BIDDER'S HISTORY	BID SIGNED	BID SECURITY/BID BOND – 5%	TOTAL
Superior	x	x	x	x	170,513.20
Precision Pavement Maintenance	x	x	x	x	162,726.55
Marking Specialists Corporation	x	x	x	x	258,785.05

Agenda Item No. 11

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 27, 2021

Agenda Item: Consideration of an Ordinance Providing for an Anticipatory Remediation in Connection with the General Obligation Refunding Alternate Bonds, Series 2010A, of the Village of Libertyville, Lake County, Illinois.

Staff Recommendation: Approve Ordinance

Staff Contact: Nicholas A. Mostardo, Director of Finance

Background: The recent approval of an operating lease for the Sports Complex requires the Village to redeem outstanding tax exempt bonds associated with the Indoor Sports Complex facility. This is due to IRS regulations that prohibit a private operator from leasing a facility funded with tax exempt debt. The Village must now take a remedial action to remain in compliance with IRS requirements. On the advice of Chapman and Cutler, the Village's bond counsel, the Village must redeem outstanding 2010A Tax Exempt bonds and reissue taxable obligations within the next 90 days.

Pursuant to a staff memo dated April 5, 2021 and discussion at the April 6, 2021 Parks and Recreation Committee meeting, staff have begun the preliminary steps required to complete the above-referenced remedial action. Several important points were noted in the memo and during the Parks and Recreation Committee meeting.

First, given the current interest rate environment, it is anticipated that a new taxable issuance will have an interest rate substantially below the rate currently associated with the existing 2010A tax exempt issuance (4.18%). Initial projections by the Village's financial advisor, Speer Financial, suggest that the Village could cut its debt service obligation at the Sports Complex by $130,000 per year based on interest rate savings alone.

Second, taxable obligations provide the Village with additional flexibility related to how facility operations are structured. With tax exempt obligations, only the Village or another governmental entity can operate the Sports Complex. With taxable obligations, the Village can elect to enter into operating leases or management contracts.

Finally, it is important to note that the redemption of tax exempt bonds and issuance of taxable obligations will not extend the date of maturity for payoff of obligations associated with the Sports Complex. The current 2010A bonds mature on December 15, 2030; the new obligations would mature on the same date.

The formal bond ordinance for the new taxable obligations will be considered by the Village Board in June. At this time, it is necessary for the Village Board to adopt the attached ordinance

which acknowledges that a remedial action is required and authorizes the redemption of the outstanding 2010A tax exempt bonds.

VILLAGE OF LIBERTYVILLE

ORDINANCE 21-O-__

AN ORDINANCE PROVIDING FOR AN ANTICIPATORY REMEDIATION IN CONNECTION WITH THE GENERAL OBLIGATION REFUNDING ALTERNATE BONDS, SERIES 2010A, OF THE VILLAGE OF LIBERTYVILLE, LAKE COUNTY, ILLINOIS.

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 PROVIDING FOR AN ANTICIPATORY REMEDIATION IN CONNECTION WITH THE GENERAL OBLIGATION REFUNDING ALTERNATE BONDS, SERIES 2010A, OF THE VILLAGE OF LIBERTYVILLE, LAKE COUNTY, ILLINOIS.

WHEREAS, the Village of Libertyville, Lake County, Illinois (the *"Village"*), is considering the lease (the *"Lease"*) of the Libertyville Sports Complex (the *"Property"*) to a non-governmental entity (the *"Lessee"*); and

WHEREAS, the purchase and construction of the Property was originally financed with municipal bonds, a portion of which were refinanced through the issuance of tax-exempt municipal bonds of the Village, specifically the Village's General Obligation Refunding Alternate Bonds, Series 2010A (the *"Bonds"*), which are currently outstanding in the principal amount of $11,045,000 and are now subject to optional redemption on any date prior to maturity; and

WHEREAS, among the many requirements imposed upon the Village, as an issuer of tax-exempt municipal bonds, is that while the Bonds are outstanding the use of the Property must generally be restricted to governmental use; and

WHEREAS, subject to certain thresholds for *de minimis* use and payment, the interest on the Bonds will be at risk of being deemed taxable if private, non-governmental entities, such as the Lessee, are users of the Property (*"Private Business Use"*) and make payments to the Village in connection with such use (*"Private Payments"* and collectively with Private Business Use, the *"Private Activity Bond Test"*); and

WHEREAS, the Lease contemplated by the Village will constitute Private Business Use and involve Private Payments; and

WHEREAS, the Village has determined to take anticipatory remedial action with respect to the Property in order to remit future uses of that may constitute Private Business Use, including leases or dispositions of the Property, which will also include Private Payments; and

WHEREAS, the Internal Revenue Code of 1986, as amended, and the related Treasury Regulations and Internal Revenue Service guidelines (collectively, the "*IRS Treasury Provisions*"), allow the Village to take an anticipatory remedial action with respect to the Bonds; and

WHEREAS, the President and Board of Trustees of the Village (the "*Board*") in compliance with the IRS Treasury Provisions hereby determine that it is in the best interest of the Village to undertake an optional redemption of the Bonds, to be paid for with the proceeds of taxable alternate refunding bonds to be issued by the Village (the "Taxable Refunding Bonds"), as an anticipatory remediation concerning the anticipated change in use of the Property pursuant to applicable IRS Treasury Provisions:

NOW, THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of Libertyville, Lake County, Illinois, in the exercise of its non-home rule powers, as follows:

Section 1. The Board hereby finds that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and does incorporate them into this Ordinance by this reference.

Section 2. The Village shall issue the Taxable Refunding Bonds and then cause an optional redemption of the Bonds as a part of an anticipatory remediation in connection with the Village executing the Lease in accordance with applicable IRS Treasury Provisions.

Section 3. The Village satisfies the following five conditions, which are required to remedy the change in use created by the Lease through the redemption of the Bonds:

1. At the time of the issuance of the Bonds, the Village reasonably expected that all of the Property would not have failed the Private Activity Bond Test;

2. The weighted average maturity of the Bonds is not greater than 120 percent of the average reasonably expected remaining economic life of the Property as of the date of the issuance of the Bonds;

3. The proceeds of the Bonds that refinanced the Property have been spent;

4. The Property is not being leased for less than its fair market value and the terms of the Lease are *bona fide* and arm's length; and

5. The Village will restrict the investment yield earned by the Village on money received pursuant to the Lease to the yield on the Bonds until the date that the Bonds are redeemed.

Section 4. The officers and officials of the Village are hereby authorized to take any action as may be required on the part of the Village to consummate the actions contemplated by this Ordinance and the redemption of the Bonds.

Section 5. The Village shall comply with all provisions of this Ordinance from the date hereof until the Bonds are redeemed. Notwithstanding the preceding sentence, any restriction or covenant contained herein need not be observed or may be changed if such nonobservance or change will not result in the loss of any exemption for the purpose of federal income taxation to which interest on the Bonds is otherwise entitled and the Village receives an opinion of nationally-recognized Bond Counsel to that effect.

Section 6. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

Section 7. Repealer and Effective Date. All ordinances or parts thereof in conflict herewith be and the same are hereby repealed and this Ordinance shall be in full force and effect immediately upon its passage and approval.

PASSED this ___ day of _____, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this ___ day of _____, 2021.w

_____
Terry L. Weppler, Village President

ATTEST:

_____
Sally A. Kowal, Village Clerk

PETITIONS AND COMMUNICATIONS

April 27, 2021

A Special Meeting of the Board of Trustees will be held on Tuesday, May 4, 2021 at 7:00 p.m. at the Libertyville Civic Center to recognize the outgoing Mayor and Village Board Members and to install the incoming Mayor and Board members.

The Parks & Recreation Committee will NOT meet at 6:00 p.m. on Tuesday, May 4, 2021.

The Human Relations Commission will NOT meet at 5:00 p.m. on Wednesday, May 5, 2021.

The Zoning Board of Appeals will meet virtually at 7:00 p.m. on Monday, May 10, 2021.

The Water and Sewer Committee will NOT meet 7:00 p.m. on Tuesday, May 11, 2021.

The Village Board of Trustees will meet virtually at 8:00 p.m. on Tuesday, May 11, 2021.

The information for the public to participate in these meetings will be posted on the Village's website as well as the agenda's.