



## BOARD OF TRUSTEES MEETING

Tuesday, May 25, 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. Moment of Silence- Allen Schertz
2. **Items Not on the Agenda** | *Presentation of items not on the Agenda will be limited to three (3) minutes*
3. **Omnibus Vote Agenda**
  - A. Summary of Omnibus Vote Agenda Items
  - B. Approval of Minutes of the May 4, 2021 Village Board Meeting  
Approval of Minutes of the February 9, 2021 Water and Sewer Committee Meeting  
Approval of Minutes of the November 24, 2020 Streets Committee Meeting
  - C. Bills for Approval
  - D. Consideration of a Resolution Appointing Members to Village Commissions
  - E. Consideration of an Ordinance to Reduce the Number of Class B Liquor Licenses

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**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.*

- F. Consideration of a Resolution to Award a Professional Services Agreement to Gewalt Hamilton Associates, Inc. for a Streetlight Replacement Assessment
- G. Consideration of a Resolution to Approve a Highway Authority Agreement and a Supplemental Reimbursement and Indemnification Agreement with Libertyville, LLC (406-410 N. Milwaukee Ave.)
- H. Consideration of a Resolution Approving A Change Order to the Contract Between the Village of Libetyville and BCI Burke Company, LLC for the Charles Brown Park Playground Renovation
- I. Consideration of a Resolution Approving an Intergovernmental Agreement with the Village of Lincolnshire for Administrative Adjudication
- J. Consideration of an Ordinance Granting a Variation from Section 26-10-1 of the Libertyville Zoning Code to Reduce the Number of Required Parking Spaces- Dos Amigos Mexican Restaurant, Inc., Applicant, 101 W. Rockland Road
- K. Consideration of an Ordinance Designating 210 Lake Street as a Historic Landmark - Martina Cook, Applicant
- L. Consideration of an Ordinance Amending Section 26-16-8.5 of the Libertyville Zoning Code to Allow Variations from Certain Off-Street Loading Requirements in the I-1 District - Durable Inc./Garden Investment Co., Applicant, 1530 Artaius Parkway
- M. Consideration of an Ordinance Granting a Site Plan Permit and Variations from Section 26-10.2.4 of the Libertyville Zoning Code Regarding the Design and Maintenance of Off-Street Loading Spaces (1530 Artaius Parkway), Durable Inc./Garden Investment Co., Applicant, 1530 Artaius Parkway
- N. ARC Report
- O. HPC Report
- P. Consideration of a Resolution to Approve a Special Event – Prayer and Liturgy in Cook Park

**REGULAR AGENDA**

- 4. Report of the Zoning Board of Appeals- ZBA 21-10, Variation for Side Yard Setback, Charles and Judith Zemeske, Applicant, 234 Florence Ct.
- 5. Consideration of a Resolution to Award a Contract to Best Quality Cleaning, LLC for Contractual Custodial Services
- 6. Consideration of an Ordinance to Waive Competitive Bidding and Accept the Quote from Chemtrade Logistics to Purchase Hyper+Ion for Phosphorus Removal at the Wastewater Treatment Plant

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- 7. Consideration of a Resolution to Purchase a Replacement Public Works Department Water Van from Transchicago Truck Group of Elmhurst, IL
  
- 8. Consideration of an Ordinance Repealing Ordinance No. 21-O-34 and Waiving the Formal Bidding Requirements of the Village's Purchasing Manual and Approving a Contract with JS Communications Technologies, LLC. for Replacement of an Outdoor Warning Siren
  
- 9. Consideration of an Ordinance Authorizing a Second Amendment and Ratifying a First Amendment to a Purchase and Sale Agreement with the Lake County Forest Preserve District
  
- 10. **Mayor's Update**
  - A. Petitions and Communications
  
- 11. **Village Administrator Update**
  
- 12. **Executive Session**
  - a. Real Estate: Setting Price for Sale or Lease [5 ILCS 120/2(c)(6)]
  
- 13. **Adjournment**

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*Assistive listening devices are available.*



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** May 25, 2021

**Agenda Item:** Omnibus Vote Agenda

**Staff Recommendation:** Approve items on Omnibus Vote Agenda

**Staff Contact:** Kelly Amidei, Village Administrator

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### Background:

- A. Summary of Omnibus Vote Agenda Items
  - B. Approval of Minutes of the May 4, 2021 Village Board Meeting  
Approval of Minutes of the February 9, 2021 Water and Sewer Committee Meeting  
Approval of Minutes of the November 24, 2020 Streets Committee Meeting
  - C. Bills for Approval
  - D. Consideration of a Resolution Appointing Commission Members to Various Village Commissions
  - E. Consideration of an Ordinance to Reduce the Number of Class B Liquor Licenses
  - F. Consideration of a Resolution to Award a Professional Services Agreement to Gewalt Hamilton Associates, Inc. for a Streetlight Replacement Assessment
  - G. Consideration of a Resolution to Approve a Highway Authority Agreement and Supplemental Reimbursement and Indemnification Agreement with Libertyville, LLC (406-410 N. Milwaukee Ave.)
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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."*

- M. Consideration of an Ordinance Granting a Site Plan Permit and Variations from Section 26-10.2.4 of the Libertyville Zoning Code Regarding the Design and Maintenance of Off-Street Loading Spaces (1530 Artaius Parkway), Durable Inc./Garden Investment Co., Applicant, 1530 Artaius Parkway
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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."*

VILLAGE OF LIBERTYVILLE  
BOARD OF TRUSTEES  
CIVIC CENTER, 135 W. CHURCH STREET  
MAY 4, 2021

President Weppler called to order a meeting of the Board of Trustees at 7:00 p.m. at the Libertyville Civic Center. Those present were: President Terry Weppler, Trustees Donna Johnson, Richard Moras, Jay Justice, Scott Adams, Peter Garrity, Patrick Carey, and Village Clerk Kowal.

**Mayor's Report:** President Weppler thanked the Village staff and Department Heads for all their hard work. He also thanked all the community volunteers who did so much work in the community. He thanked Mainstreet Libertyville, and the Civic Center Foundation for organizing community events.

**Acknowledgement of Outgoing Village Board Members**

Mayor Weppler recognized Trustee Moras for his 12 years of dedicated service as a Village Trustee. Trustee Moras made his closing remarks and thanked everyone.

Mayor Weppler recognized Trustee Justice for his 12 years of dedicated service as a Village Trustee. Trustee Justice made his closing remarks and thanked everyone.

Mayor Weppler recognized Trustee Carey for his 5 years of dedicated service as a Village Trustee. Trustee Carey made his closing remarks and thanked everyone.

Mayor Weppler recognized Senior Trustee Johnson for her 14 years of dedicated service as a Village Trustee and congratulated her on her election as the new Village President. Senior Trustee Johnson made her remarks and thanked everyone.

**Acknowledgement of Outgoing Village Clerk**

Mayor Weppler recognized Village Clerk Sally Kowal for her 21 years of service as the Village Clerk. Village Clerk Kowal made her closing remarks and thanked everyone.

**Acknowledgement of Outgoing Village President**

Senior Trustee Donna Johnson recognized Village President Weppler for his 12 years of service as the Village President. Village President made his closing remarks and thanked everyone.

**Adjournment – Sine Die**

Trustee Carey made a motion to adjourn the meeting and Trustee Moras seconded the motion. The motion was approved by a roll call vote and was approved 6-0. The meeting was adjourned at 7:13 p.m.

**Installation of Newly Elected Officials –**

Village President Wepler administered the Oath of Office to Village Clerk Luke Stowe.  
Village President Wepler administered the Oath of Office to Trustee Matthew Hickey.  
Village President Wepler administered the Oath of Office to Trustee Matthew Krummick.  
Village President Wepler administered the Oath of Office to Trustee Daniel Love.  
Village President Wepler administered the Oath of Office to Village President Donna Johnson.

Village President Johnson made a welcome speech and publicly acknowledged all those that supported her.

President Johnson called to order a meeting of the Board of Trustees at 7:25 p.m. at the Libertyville Civic Center. Those present were: President Donna Johnson, Trustees Scott Adams, Peter Garrity, Matthew Hickey, Matthew Krummick and Trustee Daniel Love.

**Mayor’s Report:** President Johnson recommended the appointment of Village Trustee James Connell to fill the expired two-year term created by her Village Trustee vacancy. Village President Johnson asked for a motion to approve the appointment. Trustee Adams made the motion and Trustee Garrity seconded the motion. The motion was approved by a roll call vote and was approved 6-0.

Village President Johnson administered the Oath of Office to Village Trustee Connell.

**Resolution 21-R-62 Honoring Village Trustee Richard Moras**

Village President Johnson read Resolution 21-R-62 honoring outgoing Trustee Richard Moras and presented him with a framed copy.

**Resolution 21-R-63 Honoring Village Trustee Jay Justice**

Village President Johnson read Resolution 21-R-63 honoring outgoing Trustee Jay Justice and presented him with a framed copy.

**Resolution 21-R-64 Honoring Village Trustee Pat Carey**

Village President Johnson read Resolution 21-R-64 honoring outgoing Trustee Pat Carey and presented him with a framed copy.

**Resolution 21-R-65 Honoring Village Clerk Sally Kowal**

Village President Johnson read Resolution 21-R-65 honoring outgoing Clerk Sally Kowal and presented her with a framed copy.

**Resolution 21-R-66 Honoring Village President Terry Wepler**

Village President Johnson read Resolution 21-R-66 honoring outgoing Mayor Terry Wepler and presented him with a framed copy.

Trustee Garrity made a motion to approve Resolution 21-R-62 through Resolution 21-R-66 and Trustee Adams seconded the motion. The motion was approved by a 6-0 roll call vote.

**ADJOURNMENT**

With no further business to come before the Village Board, Trustee Love moved to adjourn at 7:43 p.m., and Trustee Adams seconded. The motion carried on roll call vote as follows:

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

NAYS: None

Respectfully submitted,

Kelly A. Amidei  
Village Administrator

VILLAGE OF LIBERTYVILLE  
BOARD OF TRUSTEES  
WATER & SEWER COMMITTEE

Tuesday, February 9, 2021  
7:00 PM  
Virtual

DRAFT MINUTES

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 made a determination that an in-person meeting is not practical or prudent because of disaster. Due to public health concerns this meeting will be conducted virtually.

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

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You can also dial in using your phone.  
United States: +1 (571) 317-3112  
Access Code: 496-807-677

**1. CALL TO ORDER**

Trustee Johnson called to order the virtual meeting of the Water & Sewer Committee at 6:00 pm.

**2. ATTENDANCE**

Those present were: Trustee Scott Adams, Trustee Donna Johnson, Trustee Rich Moras, Mayor Terry Wepler, Trustee Pat Carey, Libertyville Village Administrator Kelly Amidei, Deputy Village Administrator Ashley Engelmann, Finance Director Nick Mostardo, Director of Public Works Paul Kendzior, Assistant Director of Public Works Laura Ditanto, Police Chief Clint Herdegen, Green Oaks Mayor Bernard Wysocki, Green Oaks Village Administrator Denise Kafkis, President - RHMG Engineers/Green Oaks Village Engineer Bill Rickert, and Myrna Shaw

**3. APPROVAL OF THE MINUTES OF THE NOVEMBER 13, 2018**

Trustee Johnson moved to approve the minutes of the November 13, 2018 meeting. Trustee Moras seconded. The motion carried on a roll call vote as follows:

Ayes: Trustee Adams, Trustee Johnson, Trustee Moras

Nays: None

**4. DISCUSSION OF VILLAGE OF GREEN OAKS – SPECTRUM SANITARY SEWER FEE ISSUE**

Director Kendzior provided the Committee a summary of the Spectrum sanitary sewer fee issue. The Spectrum Senior Living Facility (Spectrum) located in the Village of Green Oaks (Green Oaks) is served by the Lake County Department of Public Works (LCDPW) for sanitary sewer service. The LCDPW sanitary sewer interceptor line, in which Spectrum discharges to, is tributary to the Village of Libertyville's (Libertyville) wastewater treatment plant. Spectrum pays their sanitary sewer usage fees to Green Oaks, who in turn pays the LCDPW for monthly sanitary sewer services for those applicable properties in their Village.

The LCDPW issued a sewer/water permit to Spectrum for 142 residential customer equivalents (RCE's) back in April of 2016. The RCE used is based on full occupancy which is customary when the County issues a permit. Spectrum opened in August 2017, although the facility was not fully occupied. The RCE form of billing, which is also what the Village's Sewage Agreement with Lake County (County) is based upon, is considered a "fixed-rate" or non-metered.

Spectrum, still not fully occupied, submitted metered water usage data in July 2019 to Green Oaks that indicated their actual sanitary sewer usage, when converted back to a fixed-rate was only 27.9 RCE's, which is a difference of 114.1 RCE's from the permitted value of 142. Spectrum has been only paying Green Oaks sanitary sewer fees based upon the 27.9 RCE's. As of this date, we believe that Spectrum has more residents and is now between 85-95% occupied and updated water usage data is needed.

Green Oaks has requested to the LCDPW that Spectrum's sanitary sewer charges be based upon metered water usage. In order for this revised billing approach to be undertaken, it is understood by all parties involved that the Sewage Agreement between the County and Libertyville, also currently based upon RCE's, would need to be amended to metered water usage. If a "one-off" approach was undertaken with Spectrum, the Village would stand to lose an estimated \$57,450.00 in annual sewer fee revenues. The LCDPW currently pays Libertyville \$41.96/RCE monthly for sanitary sewage treatment. This is a favorable opportunity to explore the possibility of amending the Sewage Agreement to get away from the fixed rate and base the rate on actual water usage. One other example of an inaccurate fixed-rate is that Libertyville is currently paying LCDPW 7.64 RCE's for the Church Street parking structure that has a lone wash sink.

Staff's recommendation is to begin exploring the possibility of amending the Sewage Agreement with the County from the fixed-rate RCE's to metered water usage, which would then give all parties the ability to fairly process Spectrum's request. A change from an RCE to a metered model would need to be revenue-neutral to the Village in order to maintain the rate study assumptions over time.

Mayor Weppler asked if Village Staff had spoken to anyone at LCPW about amending the Sewage Agreement. Director Kendzior has spoken with the LCPW Contract Manager Julie Gray. Ms. Gray recommended that instead of renegotiating the Sewage Agreement which goes through 2030, the Village and County could complete a Side Letter to the Agreement. The Side Letter would require the approval of the County Board as well.

Village and County staff have attempted to set a meeting time to discuss the side letter. Aligning schedules has been difficult due to Covid19.

Trustee Johnson asked Director Kendzior if Staff forecast any challenges about moving away from the RCE model and moving to a water usage billing model.

**(Recorded portion – speech to text need to fix)**

Director Kendzior stated that billing per RCE goes back to the 1990s when most customers operated on wells and it made sense when locations did not have County water service. However, locations on County water service have water meters and sewage billing should be based on water usage; and not RCE. Trustee Moras referred back to the negotiations of the Sewage Agreement in 2010 when LCPW needed to adjust their rates to complete significant capital improvements on their sewer interceptor. The County desired to raise the fee the Village paid to the County significantly and continue to pay the Village the low flat rate. This was inequitable to the Village because you can't accurately sewage flow due to inflow and infiltration. Trustee Moras stated that mechanisms for measuring flows must be accurate so the rates are equitable to all parties in the future.

Director Kendzior added that staff can install flow meters on the major interceptor connections to measure sewage flows. However, measurements vary during major upticks of flow because of rain and water use because the water is above the line.

Administrator Amidei stated that staff is recommending a review of the impact be completed regarding metered water usage. The review would have to be completed by a third party. Director Mostardo received a quote from NewGen Strategies and Solutions which is the firm that completed the Water and Sewer Rate Study. Libertyville wants to be a good neighbor to Green Oaks and help them out, however altering the rate format will be a pretty significant change.

Director Mostardo added the NewGen Strategies and Solutions is willing to help Libertyville with this rate study. Funds have been allocated in the Fiscal Year 2020/21 budget for this rate study which is estimated to cost between \$5,000 to \$10,000 to get an idea of what our rates need to be on the Lake County agreement in order to stay revenue neutral.

Director Kendzior state that the key is to remain revenue neutral. There will be some winners and losers since some people are probably paying less or more through the RCE pay format. Things will get balanced out by charging by water usage.

Trustee Adams asked if Libertyville and Green Oaks should share the expense of the rate study. Director Mostardo agreed that the expense should be shared.

Mayor Wysocki stated that Green Oaks does not have an agreement with Libertyville. The shared expense would have to be between Libertyville and County; and Green Oaks can reimburse the County. This reimbursement would be minor compared to other expenses.

Director Mostardo stated that staff already has a lot of data assemble to start the rate study. In addition, it will be good for NewGen Strategies and Solutions to review the data and tie it back to where we would like to be for the rate study.

Administrator Amidei stated that Libertyville and Green first spoke about this a little over a year ago. Libertyville has been concerned about the rate study being too tight if the Village took a big hit on water usage. In addition, due to the pandemic, the Village has lost water sales due to school closures and the closing of Winchester House. These closures make it challenging on the Village end.

Trustee Adams asked Paul what his recommendation is moving forward.

Director Kendzior stated that staff will start exploring the agreement with the County and have the financial consultant look at Village flows. Staff need to speak with the County on how much is coming through on the Interceptor since the Village has multiple connection points in which flows are comingled with them. If the Village switches to water usage for billings, staff need to ensure that we are revenue neutral.

Mayor Wysocki stated that the Green Oaks situation is very dire. If any investigation of the rates takes more than a year, this could cost Green Oaks dearly. In 2019, Green Oaks let the County know that there was a major difference in what Spectrum was being charged and compared to what Spectrum is actually using. Spectrum is being charged 37,000 gallons per day and their usage is only 6,000 gallons per day. Spectrum is being charged six times more than what they should be and Spectrum told Green Oaks they will only pay for what they use. Green Oaks met with the County and County stated that they need to speak with Libertyville. Libertyville Village stated that they will look at the agreement and nothing has been decided as of this date.

Green Oaks wrote letters to Village Board and Staff outlining the situation and Mayor Wysocki met with Mayor Weppler a year ago and followed up if meetings had occurred between Libertyville and the County.

A year after meeting with Mayor Weppler, Mayor Wysocki stated that Green Oaks has paid out \$254,000 over the last two years and Spectrum has only paid \$54,000 for their actual usage. Mayor Wysocki is asking the Village to review the rates, specifically for Spectrum at this time, so Green Oaks can deal with the revenue losses they are having. Green Oaks has never had a non-residential property with flow going into the County interceptor and to the Libertyville Treatment Plant.

Trustee Adams asked how long the rate study would take. Director Kendzior stated that it's hard to put a time frame on when the rate study can be completed but we hope in much shorter than a year. If the Committee looks at this as a one-off, the Village will lose \$57,450 and the Village water usage is down due to Covid19, the loss of Winchester House, and the schools being closed. Village Staff understands the situation but need to look at things whole picture. Staff hopes that the study can be complete in a couple of months. Village staff must work with the County and the County Board will need to approve the side letter to the Sewage Agreement. In addition, the Village Board will need to approve the side letter.

Director Mostardo stated that Staff is winding down the Stormwater Rate Study and it will be complete in the next couple of weeks. Staff would like to begin the Sewer Rate Study right away. However, staff will need time to give notice to the current County sewer customers that their rates may increase if the Village moves to a metered rate structure. Staff estimates that the rate study could take three to four months to complete.

Mayor Weppler apologized that he did not meet with Mayor Wysocki regarding the Spectrum fee charges and it did not get done quickly.

Trustee Moras referred back the negotiations with the County in 2010 regarding the Sewage Agreement and the Village dealt with the County at that time regarding the fees. Green Oaks is subject to County fees and we need to make sure that when this is complete that it is fair for all participants. There should not be another business or municipality involved in this web that is subsidizing someone else the way that is has been going on.

Staff is seeking approval from the Committee to give authority to Village staff to complete the sewer rate study and meet with the County towards modifying our current agreement with a side letter for metered billing.

Trustee Johnson moved to give authority to Village staff to complete the sewer rate study and meet with the County towards modifying our current agreement with a side letter for metered billing. Trustee Moras seconded. The motion carried on a roll call vote as follows:

Ayes: Trustee Adams, Trustee Johnson, Trustee Moras

Nays: None

Trustee Adams assured Mayor Wysocki and Administrator Kafkis that they will be kept informed on the progress of the rate study and meetings with the County to discuss the rates.

Mayor Wysocki stated that he will inform the Lake County Public Works Committee of the discussion of this meeting regarding Spectrum property rate charges.

Mayor Weppler stated that in the past he has spoken about that over the last 12 years the Village has had issues with the County sewer line. The Village has an agreement with the County through 2030. The Mayor would like the Village to put in our long-term plan that the Village get off the County line and let the County do what they will with their interceptor. The Village residents should be placed on a Village interceptor line. The County can then pay the Village for treating their sewage. Fees that the County has charged the Village over time have been excessive.

Director Kendzior stated that at least 2/3 of Village residents flow goes through the County Interceptor. Essentially, the Village would have to build a parallel interceptor. Per the Agreement, the Village can't leave the agreement until 2030.

## 5. ADJOURNMENT

Trustee Johnson moved to adjourn the February 9, 2021 meeting. Trustee Moras seconded. The motion carried on a roll call vote as follows:

Ayes: Trustee Adams, Trustee Johnson, Trustee Moras

Nays: None

Respectfully Submitted:  
Laura Ditanto,  
Assistant Director  
Public Works Department

**VILLAGE OF LIBERTYVILLE  
BOARD OF TRUSTEES  
STREETS COMMITTEE  
DRAFT MINUTES**

November 24, 2020  
7:00 PM  
Virtual

Agenda

Please Note: Meeting Conducted Virtually Due to Governor’s  
Executive Orders #2020-10, 18, 32 & 48

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

Those present were: Trustee Donna Johnson, Trustee Pete Garrity, Trustee Scott Adams, Mayor Terry Wepler, Trustee Pat Carey, Trustee Jay Justice, Village Administrator Kelly Amidei, Village Engineer Jeff Cooper, Police Chief Clint Herdegen, Fire Chief Rich Carani, Community Development Director John Spoden, Public Works Assistant Director Laura Ditanto, Jim Woods with Civiltech Engineering, Libertyville Township Highway Commissioner Marty Neal, Residents – Mary Ann Clemens, Greg Hatlested, Chris Conley, Cira Conley and Dave Bates

**1) Call to Order**

Trustee Johnson called to order a virtual meeting of the Streets Committee at 7:00 pm.

**2) Minutes of July 28, 2020 Meeting**

Trustee Garrity moved to approve the minutes of the July 28, 2020 meeting. Trustee Adams seconded. The motion carried on a roll call vote as follows:

AYES: Trustee Johnson, Trustee Garrity, Trustee Adams

NAYS: None

**3) Rockland Road Bridge Recommended Aesthetic Railing & Lighting Treatment**

The Rockland Road bridge is nearing the end of its useful service and is scheduled for full replacement in either 2023 or 2024. The Village and the Libertyville Township Road District, who are co-owners of the bridge, are able to utilize Federal Bridge Rehabilitation funds for the replacement of the bridge. This funding will cover 80% of the eligible engineering design and construction costs. The bridge had a decorative “army” green steel

truss that had to be removed a few years ago due to its badly deteriorated condition and the possibility that it could fail and damage the rest of the bridge. The truss was only an aesthetic feature and did not offer any structural support for the bridge. Its replacement would not be covered by the Federal Bridge funding.

Village staff, the Libertyville Township Highway Commissioner and bridge designers Civiltech developed several aesthetic railing and lighting options that are anticipated to be covered by the Federal funding and retain the historical intent of the steel truss. These aesthetic treatment alternatives were presented at the two Public Information meetings that were held in October of this year.

The consensus between attendees, project stakeholders, the Libertyville Township Highway Commissioner, Civiltech and Village staff was a “hybrid” of Alternative 3 that will consist of an IDOT aesthetically enhanced concrete railing, “army” green Sternberg dimly lit (i.e. an unobtrusive glow) bollards and “downward” lighting for the sidewalk and travel lanes, which will be embedded into the railing at the bollard locations. Director Kendzior presented the exhibits that were presented at the public information meetings to the Streets meeting attendants.

- Alternative 1 is essentially what the bridge looks like currently with a standard aluminum railing.
- Alternative 2 possesses elements of the current bridge but with an enhanced concrete railing similar to that on the Lake Street Bridge.
- Alternative 3 is the same as Alternative #3 with the exception of decorative streetlighting added to the concrete railing.

At the time of the public meeting staff was looking at 13’ high Sternberg lighting to be placed on the concrete railing which is similar to the Lake Street Bridge. The difference between Alternative 3 and Alternative 4 is the color of the Sternberg’s. The Sternberg’s are green in Alternative 3 and black in Alternative 4. The consensus following the meeting between the Township, stakeholders and attendees was the hybrid of Alternative 3. This Alternative is IDOT approved and will provide a railing between the sidewalk and driving lane.

The current bridge has no lighting. Staff decided to add lighting on the railings for an additional safety measure to pedestrians and motorists. There will be a total of eight (8) bollard lights – four (4) on each side. These bollard lights are similar to those along the driveway to the Church Street parking garage.

Staff and Civiltech Engineering, the Village consultant, are completing the Phase 1 Engineering which should be complete by Summer 2021. Phase 2 Engineering will commence thereafter and construction of the new bridge will begin in 2023 or 2024.

Director Kendzior completed his presentation and opened the discussion for questions.

Dave Bates of 911 E. Rockland Road stated that he is concerned for the safety of pedestrians wanting to cross the bridge via the sidewalk. The pedestrian traffic has increased significantly during 2020. Mr. Bates stated that his concerns have been addressed. Director Kendzior stated that the proposed sidewalks will be six feet wide. The current pedestrian sidewalk is four-feet and three-inches wide. The proposed travel lanes will be 11 feet wide with a four-foot wide shoulder. The current travel lanes are ten feet wide with a one-and-a-half-foot shoulder. The proposed sidewalk railing will be 42 inches tall and the old sidewalk railing was three-feet and seven-inches tall.

Trustee Garrity asked if all portions of the new bridge are eligible for federal funding. Director Kendzior stated that staff has stretched the funding to include the pedestrian sidewalk railing and lighted bollards. If a decorative truss were added, this would not be covered by federal funding.

Trustee Garrity asked if the bridge pedestrian sidewalk will align on the west and east sides of the bridge. Director Kendzior stated that the sidewalk will align on both sides, extend to the Des Plaines River trail on the east side. In addition, the bridge height will be raised two-feet to get the bridge above the 100-year flood elevation. The Illinois Department of Natural Resources (IDNR) mandate the bridge be raised per their permit requirements.

Trustee Garrity asked if the new bridge will have a plaque similar to the current bridge. Director Kendzior stated that the plaque fell into the river and the kayaker that found the plaque brought it to the Village. The plaque was dirty and was power washed by the Public Works Mechanics. The plaque is currently on display at the Engineering office. In addition, the Monument of Natural Springs needs to be cleaned and straightened.

Mary Ann Clemens of 903 E. Rockland Road thanked Village Engineer Jeff Cooper for his work with the neighborhood during construction; and expressed support for the lighting and pedestrian safety measures being added to the bridge.

Staff is requesting the Committee's concurrence with the recommended aesthetic railing, bollards and lighting for the new Rockland Road bridge at this time in order for the project to stay on schedule and proceed with the completion of the preliminary engineering phase.

#### Concurrence

Trustee Garrity moved to concur with Staff's recommendation of the Rockland Road Bridge design Alternative 3 with army-green dimly lit bollards with lighting embedded into the railing. Trustee Adams seconded. The motion carried on a roll call vote as follows:

AYES: Trustee Johnson, Trustee Garrity, Trustee Adams

NAYS: None

4) **Adjournment**

5) Trustee Adams moved to adjourn the meeting at 7:36 PM. Trustee Garrity seconded. The motion carried on a roll call vote as follows:

AYES: Trustee Johnson, Trustee Garrity, Trustee Adams

NAYS: None

Respectfully Submitted:  
Laura Ditanto  
Assistant Director of Public Works



**VILLAGE BOARD AGENDA SUPPLEMENT**

**Meeting Date:** May 25, 2021  
**Agenda Item:** Approval of Attached Bills  
**Staff Recommendation:** Approve Payment  
**Staff Contact:** Nicholas A. Mostardo, Director of Finance

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<u>Summary of Funds</u>	
General Fund	\$374,800.79
Commuter Parking Fund	998.29
Concord Special Service Area	0.00
Foreign Fire Insurance Tax	1,446.98
General Bond & Interest	0.00
Hotel/Motel Tax Fund	3,071.54
Impact Fee Fund	0.00
Libertyville Sports/Comp	8,607.06
Motor Fuel Tax Fund	22,768.74
Park Improvement Fund	317.03
Project Fund	2,007.50
Public Building Improvement Fund	14,414.29
Road Bond Fund	0.00
Stormwater Sewer Fund	3,196.41
Tax Increment Finance District	0.00
Technology Equipment/Replacement Service Fund	26,285.43
Timber Creek Special Service Area	0.00
Utility Fund	259,868.55
Vehicle Maintenance/Replacement Fund	36,297.99
<b>Total - Accounts Payable</b>	<b>754,080.60</b>
<b>Total - Payroll 5/20/21</b>	
<b>(Salaries &amp; Employer Paid Benefits)</b>	<b>793,298.32</b>
<b>Grand Total</b>	<b>\$1,547,378.92</b>

The payment of the above listed funds has been approved by the Village Board of Trustees at a meeting held on May 25, 2021 and you are hereby authorized to pay them from the appropriate budgets.

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Donna Johnson, Mayor

Attest:

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Luke Stowe, Village Clerk

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 01 GENERAL FUND					
Dept 0000 GENERAL					
01-0000-0-104000	CASH ON HAND-REPLENISH	PETTY CASH GENERAL	REPLENISH PETTY CASH	23.40	
01-0000-0-450000	BB-21-0022 - PB-21-0049	AC HOME DESIGN	BD Bond Refund	500.00	
01-0000-0-450000	BESO-21-0007 - PENG-21-0137	ADJEI, WILLIAN & KRISTY	BD Bond Refund	2,500.00	
01-0000-0-450000	BEP-21-0012 - PENG-21-0085	BAUM, SCOTT & CAROL	BD Bond Refund	250.00	
01-0000-0-450000	BB-20-0250 - PB-20-0897	BDS CONSTRUCTION INC	BD Bond Refund	1,500.00	
01-0000-0-450000	BESW-21-0005 - PENG-21-0076	BENNETT, NANCY J	BD Bond Refund	500.00	
01-0000-0-450000	BEP-21-0016 - PENG-21-0117	CHEN'S CONCRETE	BD Bond Refund	250.00	
01-0000-0-450000	BB-19-0172 - PB-18-0669	COOK, MARTINA P	BD Bond Refund	1,500.00	
01-0000-0-450000	BERC-19-0003 - PSD-19-0011	COOK, MARTINA P	BD Bond Refund	5,000.00	
01-0000-0-450000	BEP-21-0014 - PENG-21-0092	DGO CONCRETE LLC	BD Bond Refund	250.00	
01-0000-0-450000	BEP-21-0010 - PENG-21-0083	DORGAN, GREGORY J	BD Bond Refund	250.00	
01-0000-0-450000	BB-20-0252 - PB-20-0860	IDEA HOMES VENTURES	BD Bond Refund	500.00	
01-0000-0-450000	BB-21-0071 - PB-21-0180	KG COMPLETE HOUSE REMODEL	BD Bond Refund	500.00	
01-0000-0-450000	BB-20-0220 - PB-20-0806	KOLB, BRIAN & DE MUIR, ER	BD Bond Refund	500.00	
01-0000-0-450000	DEPOSITS REFUNDABLE	LANDSCAPES BY GARY WEISS	HYDRANT BOND RELEASE	1,500.00	
01-0000-0-450000	BB-21-0024 - PB-21-0051	LAZZARETTO CONSTRUCTION	BD Bond Refund	500.00	
01-0000-0-450000	BB-21-0035 - PB-21-0074	LAZZARETTO CONSTRUCTION	BD Bond Refund	1,500.00	
01-0000-0-450000	BESW-19-0019 - PENG-19-0311	LOCAL HOUSE COMPANY	BD Bond Refund	500.00	
01-0000-0-450000	BB-18-0238 - PB-18-0667	NAHILL, WILLIAM & SALLY	BD Bond Refund	1,500.00	
01-0000-0-450000	BB-21-0057 - PB-21-0112	REVEAL GROUP	BD Bond Refund	500.00	
01-0000-0-450000	BB-21-0019 - PB-21-0045	RICHTER BUILDERS	BD Bond Refund	500.00	
01-0000-0-450000	BESW-21-0002 - PENG-21-0035	SCHANDER, BRYNN A & CRAIG	BD Bond Refund	500.00	
01-0000-0-450000	BB-20-0152 - PB-20-0517	SMITH, KIMBERLY	BD Bond Refund	500.00	
01-0000-0-450000	BB-20-0270 - PB-20-0937	WOODROW DEVELOPMENT INC	BD Bond Refund	1,500.00	
01-0000-3-627000	BUILDING PERMITS	LAZZARETTO CONSTRUCTION CO	PART REFUND-CANCELED PERMIT FEES-730 MC	255.00	
01-0000-5-677000	DAMAGE TO VILLAGE PROPERTY	IRMA	2020 CLOSED CLAIMS APRIL	1,564.30	
01-0000-5-677001	STREETLIGHT DAMAGE	IRMA	2021 CLOSED CLAIMS APRIL	14,710.34	
01-0000-6-636000	LOCAL FINES	SEMINARA-SCHOSTOK, MARY	REFUND- PARKING TICKET FROM IL DEPT PRC	125.00	151915
Total For Dept 0000 GENERAL				39,678.04	
Dept 0100 ADMINISTRATION/FINANCE					
01-0100-3-716000	VITAL RECORDS	IDPH VITAL RECORDS	DIST49.5/09705 DEATH CERT SURCHG	9,128.00	
01-0100-3-716000	VITAL RECORDS	OFFICE DEPOT, INC	OFFICE SUPPLIES	111.21	
01-0100-3-745000	SEC 125 ADMINISTRATIVE FEES	WEX HEALTH, INC	FLEX COBRA ADMIN 4/21	459.30	
01-0100-3-746000	EMPLOYEE PROGRAMS	AMAZON	GIFT CARDS-WELLNESS PROGRAM	150.00	
01-0100-3-746000	TAG FITNESS 7FT CHROME OLYMPIC B	DIRECT FITNESS SOLUTIONS I	REPLACEMENT EQUIPMENT FOR FITNESS ROOM	225.00	
01-0100-3-746000	TAG FITNESS HEX COMBO SHRUG BAR	DIRECT FITNESS SOLUTIONS I	REPLACEMENT EQUIPMENT FOR FITNESS ROOM	230.00	
01-0100-3-746000	TAG FITNESS VERTICAL KNEE/RAISE/	DIRECT FITNESS SOLUTIONS I	REPLACEMENT EQUIPMENT FOR FITNESS ROOM	615.00	
01-0100-3-746000	3 YEAR PREVENTATIVE MAINTENANCE	DIRECT FITNESS SOLUTIONS I	REPLACEMENT EQUIPMENT FOR FITNESS ROOM	1,125.00	
01-0100-3-746000	EMPLOYEE PROGRAMS	TARGET	GIFT CARDS-WELLNESS PROGRAM	285.00	
01-0100-4-710000	TELEPHONE	CALL ONE	SERVICE 5/21	832.01	
01-0100-5-723000	OFFICE SUPPLIES-MAYOR	ALLPRINT INC	2021 LETTERHEAD AND ENVELOPES	141.98	
01-0100-5-723000	LETTERHEAD & ENVELOPES-ADMIN	ALLPRINT INC	2021 LETTERHEAD AND ENVELOPES	322.52	
01-0100-5-723000	OFFICE SUPPLIES	AMIDEI, KELLY	WALL ORGANIZER FOR OFFICE	119.00	
01-0100-5-723000	OFFICE SUPPLIES	JEWEL FOOD STORE #220	GIFT PAPER SUPPLIES FOR OUTGOING BRD	60.78	
01-0100-5-723000	OFFICE SUPPLIES	OFFICE DEPOT, INC	OFFICE SUPPLIES	645.54	
01-0100-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	ICMA	ICMA ANNUAL MEMBERSHIP DUES	1,483.12	
01-0100-5-799000	MISCELLANEOUS	GOVHR USA, LLC	POLICE RECORDS ASSISTANT JOB LISTING	350.00	
Total For Dept 0100 ADMINISTRATION/FINANCE				16,283.46	
Dept 0201 ENGINEERING					
01-0201-3-728000	TECHNICAL SERVICES	CHRISTOPHER B BURKE ENG L	WDO REVIEW-WINCHESTER HOUSE	402.00	
01-0201-3-728000	TECHNICAL SERVICES	CHRISTOPHER B BURKE ENG L	WDO REVIEW-1030 S 4TH AVE	268.00	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 01 GENERAL FUND					
Dept 0201 ENGINEERING					
01-0201-3-728000	TECHNICAL SERVICES	CHRISTOPHER B BURKE ENG	LHOUSELINE REVIEWS	268.00	
01-0201-4-710000	TELEPHONE	CALL ONE	SERVICE 5/21	118.86	
01-0201-5-706000	LETTERHEAD & ENVELOPES	ALLPRINT INC	2021 LETTERHEAD AND ENVELOPES	142.21	
01-0201-5-723000	OFFICE SUPPLIES	RICOH USA, INC	COPIER LEASE 6/21	48.65	
Total For Dept 0201 ENGINEERING				1,247.72	
Dept 0203 STREETS					
01-0203-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	2019 CLOSED CLAIMS APRIL	2,611.19	
01-0203-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	2020 CLOSED CLAIMS APRIL	24,635.67	
01-0203-4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 4/21	124.93	
01-0203-4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 4/21	21.48	
01-0203-4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 4/21	96.17	
01-0203-4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 4/21	20.45	
01-0203-4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 4/21	21.05	
01-0203-4-707000	STREETLIGHT ENERGY	CONSTELLATION NEW ENERGY,	SERVICE 4/21	269.39	
01-0203-5-706000	MATERIALS AND SUPPLIES	PRO-SAFETY INC	GLOVES/SAFETY GLASSES/EAR MUFFS	184.06	
01-0203-5-752000	UNIFORMS	CUTLER WORKWEAR	UNIFORM-BEAKE	296.01	
01-0203-5-752000	UNIFORMS	CUTLER WORKWEAR	UNIFORM-DODGE	136.75	
01-0203-5-752000	UNIFORMS	ROGANS SHOES, INC	BOOTS-DODGE	148.75	
01-0203-7-708000	STREETLIGHT MAINTENANCE	ELECTRIDUCT INC	10-UNIVERSAL HOLE COVER FOR LGHT & POLE	181.98	
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	REPAIR FAULT-HARVARD	873.02	
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	REMOVE & INSTALL NEW POLE/HEAD-FRANKLIN	6,032.16	
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	LOCATED 2 FAULTS-HARMS	1,048.08	
01-0203-7-708000	STREETLIGHT MAINTENANCE	TEPPER ELECTRIC SUPPLY COM	STREETLIGHT LAMPS	960.33	
01-0203-7-713000	PART #5 - DELINEATOR FLEX AND BA	CLOVERLEAF CORPORATION	ST. MARY'S QUIET ZONE DELINEATOR PARTS	845.60	
01-0203-7-713000	PART #3 - FEMALE END PIECE	CLOVERLEAF CORPORATION	ST. MARY'S QUIET ZONE DELINEATOR PARTS	106.44	
01-0203-7-713000	PART #2 - MALE END PIECE	CLOVERLEAF CORPORATION	ST. MARY'S QUIET ZONE DELINEATOR PARTS	106.44	
01-0203-7-713000	PART #1 - CURB SECTION	CLOVERLEAF CORPORATION	ST. MARY'S QUIET ZONE DELINEATOR PARTS	409.50	
01-0203-7-713000	MAINTENANCE ROADWAY MEDIANS	FLECK'S LANDSCAPING	LANDSCAPE MAINT #1	2,708.26	
01-0203-7-716000	MAINTENANCE STREETS AND ALLEYS	LAKESHORE RECYCLING SYSTEM	HAUL OUT SPOILS DISPOSAL	355.00	
01-0203-7-716000	LANEGARD WITH 8FT WAVE HIP SHEET	PSS INNOVATION FOR SAFETY	LANEGARD WITH 8FT WAVE	1,512.00	
01-0203-7-716000	SHIPPING	PSS INNOVATION FOR SAFETY	LANEGARD WITH 8FT WAVE	230.10	
01-0203-7-717000	MAINTENANCE SIDEWALKS	BENNETT, NANCY	SIDEWALK REPLACMNT REIMBURSEMENT	305.45	
01-0203-7-717000	MAINTENANCE SIDEWALKS	FISCHER BROS FRESH CONCRET	CONCRETE @ GOLF/ARTHUR/HAYES	880.75	
01-0203-7-719000	MAINTENANCE SIGNS	GRIMCO INC	SIGN MATERIAL	272.03	
01-0203-7-719000	MAINTENANCE SIGNS	GRIMCO INC	SIGN MATERIAL	352.19	
01-0203-7-731000	TRAFFIC SIGNAL MAINTENANCE	STATE TREASURER	TRAFFIC SIGNAL MAINT JAN-MAR 2021	9,793.26	
Total For Dept 0203 STREETS				55,538.49	
Dept 0204 SNOW REMOVAL AND ICE CONTROL					
01-0204-5-799000	MISCELLANEOUS	DYDO, TIM AND LYNN	REIMBURSE-DAMAGED MAILBOX BY PLOW	50.00	
01-0204-5-799000	MISCELLANEOUS	LOWE'S BUSINESS ACCOUNT	REPAIR MAILBOXES FROM SNOW PLOW	785.18	
01-0204-5-799000	MISCELLANEOUS	MENARDS INC	MAILBOX REPAIR	41.54	
01-0204-5-799000	MISCELLANEOUS	MENARDS INC	MAILBOX POSTS	33.38	
Total For Dept 0204 SNOW REMOVAL AND ICE CONTROL				910.10	
Dept 0301 PLANNING DIVISION					
01-0301-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE 6/21	48.66	
01-0301-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE 6/21	117.83	
01-0301-4-710000	TELEPHONE	CALL ONE	SERVICE 5/21	118.86	
01-0301-5-706000	LETTERHEAD & ENVELOPES	ALLPRINT INC	2021 LETTERHEAD AND ENVELOPES	112.41	
01-0301-5-706000	MATERIALS AND SUPPLIES	OFFICE DEPOT, INC	OFFICE SUPPLIES	60.49	
01-0301-5-706000	MATERIALS AND SUPPLIES	STAPLES	PICTURE FRAMES	58.94	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 01 GENERAL FUND					
Dept 0301 PLANNING DIVISION					
01-0301-5-726000	TRAVEL, TRAIN, SUBSCRIPT, DUES	AMERICAN PLANNING ASSN	INTERNSHIP ADVERTISEMENT	25.00	
01-0301-5-726000	TRAVEL, TRAIN, SUBSCRIPT, DUES	ELY CHAPTER	LAI TRAINING EVENT-SPODEN	17.55	
Total For Dept 0301 PLANNING DIVISION				559.74	
Dept 0302 BUILDING SERVICES					
01-0302-3-728000	TECHNICAL SERVICES	THOMPSON ELEVATOR INSPECT	129-SEMI-ANNUAL INSPECT & 6-INFO REPORTS	1,247.00	
01-0302-3-728000	TECHNICAL SERVICES	THOMPSON ELEVATOR INSPECT	133-SEMI-ANNUAL ELEVATOR INSPECTIONS	1,419.00	
01-0302-4-710000	TELEPHONE	CALL ONE	SERVICE 5/21	118.86	
01-0302-5-723000	LETTERHEAD & ENVELOPES	ALLPRINT INC	2021 LETTERHEAD AND ENVELOPES	112.40	
01-0302-5-723000	OFFICE SUPPLIES	OFFICE DEPOT, INC	OFFICE SUPPLIES	93.77	
01-0302-5-729000	REIMBURSEABLE EXPENSES	CHRISTOPHER B BURKE ENG L	ENG SERV/HONEY ORTHO-1441 N MILWAUKEE P	603.00	
01-0302-5-729000	REIMBURSEABLE EXPENSES	CHRISTOPHER B BURKE ENG L	ENG SERV/HOLLISTER - 2000 HOLLISTER DR	804.00	
01-0302-5-729000	REIMBURSEABLE EXPENSES	CHRISTOPHER B BURKE ENG L	ENG SERV/INFINITI-1201 S MILW AVE	603.00	
01-0302-5-743000	PRINTING AND PUBLICATION	INT'L CODE COUNCIL INC	CODE BOOKS	268.97	
01-0302-7-715000	MAINTENANCE OTHER EQUIPMENT	RICOH USA, INC	COPIER LEASE 6/21	48.66	
Total For Dept 0302 BUILDING SERVICES				5,318.66	
Dept 0303 ECONOMIC DEVELOPMENT					
01-0303-3-728000	TECHNICAL SERVICE	COSTAR REALTY INFORMATION,	COSTAR REAL ESTATE SUBSCRIPTION	196.56	
01-0303-3-741000	PROMOTION & ACTIVITIES	ALLURE DESIGNS IN BEAUTY	REIMBURSE SHOP LIBERTYVILLE CERTIFICATE	50.00	
01-0303-3-741000	PROMOTION & ACTIVITIES	FACEBOOK	SHOP DINE ADS	60.00	
01-0303-3-741000	PROMOTION & ACTIVITIES	THE GREEN ROOM	REIMBURSE SHOP LIBERTYVILLE CERTIFICATE	125.00	
Total For Dept 0303 ECONOMIC DEVELOPMENT				431.56	
Dept 0501 POLICE ADMIN, COMMUNICATION & RECORDS					
01-0501-3-705000	CONTRACTUAL SERVICES	COMCAST	YRLY SERVICE 5/1/21-4/30-22	230.30	
01-0501-3-705000	CONTRACTUAL SERVICES	COMMONWEALTH EDISON CO	SERVICE 4/21	11.49	
01-0501-3-705000	CONTRACTUAL SERVICES	COMMONWEALTH EDISON CO	SERVICE 4/21	33.04	
01-0501-3-705000	CONTRACTUAL SERVICES	MOTOROLA INC	STARCOM NETWORK 5/1-5/31/21	1,754.00	
01-0501-3-705000	CONTRACTUAL SERVICES	SENSYS GATSO. USA	RED LIGHT CAMERA PROGRAM 4/21	4,950.00	
01-0501-3-705000	CONTRACTUAL SERVICES	SHRED-IT	SHREDDING 4/12/21	59.00	
01-0501-3-705000	CONTRACTUAL SERVICES	VERIZON	SERVICE 4/9-5/8/21	918.34	
01-0501-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	2021 CLOSED CLAIMS APRIL	2,641.27	
01-0501-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE 6/21	156.11	
01-0501-4-710000	TELEPHONE	CALL ONE	SERVICE 5/21	356.58	
01-0501-4-710000	TELEPHONE	CALL ONE	SERVICE 5/21	331.60	
01-0501-5-723000	OFFICE SUPPLIES	OFFICE DEPOT, INC	OFFICE SUPPLIES	206.39	
01-0501-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	NATIONAL NOTARY ASSOCIAT	NOTARY PACKAGE-TIESS	125.00	
01-0501-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	POLICE RECORDS MANAGEMENT	ONLINE TRAINING CLASS-KAPUSINSKI,OLIVEF	750.00	
Total For Dept 0501 POLICE ADMIN, COMMUNICATION & RECOF				12,523.12	
Dept 0502 POLICE PATROL					
01-0502-5-706000	MATERIALS AND SUPPLIES	ADVANCED WEIGHING SYSTEMS	RE-CERTIFICATION OF WHEEL LOAD SCALE	100.00	
01-0502-5-706000	MATERIALS AND SUPPLIES	BARCODES, INC	AC ADAPTER FOR ZEBRA PRINTERS	429.63	
01-0502-5-706000	MATERIALS AND SUPPLIES	IL DEPT OF AGRICULTURE	LAW ENFORCEMENT SCALE INSPECTION	400.00	
01-0502-5-706000	5.56MM 55 GRAIN 500RDS/CASE	KIESLER'S POLICE SUPPLY I	AMMUNITION	4,704.00	
01-0502-5-706000	SPEER LAWMAN 45 AUTO 230 GRAIN F	KIESLER'S POLICE SUPPLY I	AMMUNITION	1,265.00	
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	ITOA	TRAINING COURSE-DELAO	40.00	
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	N EAST MULTI-REGION/TRAIN	TRAINING CLASS-GOZE	50.00	
01-0502-5-752000	UNIFORMS	ENTENMANN-ROVIN CO	DOME BADGES	351.50	
01-0502-5-752000	UNIFORMS	GALLS, LLC	BOOTS-WOOD, PETERSEN, MANNINEN	364.13	
01-0502-5-752000	UNIFORMS	GALLS, LLC	BOOTS-MELVIN, BARATTI	314.14	
01-0502-5-752000	MENS L/S SHIRT	J.G. UNIFORMS INC	INITIAL HIRE UNIFORM - BAKER	136.00	

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Fund 01 GENERAL FUND					
Dept 0502 POLICE PATROL					
01-0502-5-752000	MENS S/S SHIRT	J.G. UNIFORMS INC	INITIAL HIRE UNIFORM - BAKER	121.90	
01-0502-5-752000	CARGO PANTS	J.G. UNIFORMS INC	INITIAL HIRE UNIFORM - BAKER	154.00	
01-0502-5-752000	SOFTSHELL FLEECE JACKET	J.G. UNIFORMS INC	INITIAL HIRE UNIFORM - BAKER	126.00	
01-0502-5-752000	EMBROIDERED NAME	J.G. UNIFORMS INC	INITIAL HIRE UNIFORM - BAKER	8.00	
01-0502-5-752000	REVERSIBLE RAINCOAT	J.G. UNIFORMS INC	INITIAL HIRE UNIFORM - BAKER	120.00	
01-0502-5-752000	5 STAR DRESS CAP	J.G. UNIFORMS INC	INITIAL HIRE UNIFORM - BAKER	45.00	
01-0502-5-752000	HAIX 2.0 MID GTX BOOTS	J.G. UNIFORMS INC	INITIAL HIRE UNIFORM - BAKER	175.00	
01-0502-5-752000	DOUBLE CUFF CASE	J.G. UNIFORMS INC	INITIAL HIRE UNIFORM - BAKER	22.95	
01-0502-5-752000	NYLON MACE POUCH	J.G. UNIFORMS INC	INITIAL HIRE UNIFORM - BAKER	20.50	
01-0502-5-752000	NAMEPLATE SS CLUTCH	J.G. UNIFORMS INC	INITIAL HIRE UNIFORM - BAKER	8.00	
01-0502-5-752000	BIANCHI NYLON DUTY BLET	J.G. UNIFORMS INC	INITIAL HIRE UNIFORM - BAKER	45.85	
01-0502-5-752000	GLCOK HOLSTER	J.G. UNIFORMS INC	INITIAL HIRE UNIFORM - BAKER	149.50	
01-0502-5-752000	UNIFORMS	M.E. UNIFORMS, INC	UNIFORM-BAKER	74.76	
01-0502-5-752000	SALES TAX	M.E. UNIFORMS, INC	UNIFORM-BAKER	(5.86)	
01-0502-5-752000	UNIFORMS	SUN BADGE CO	3 HAT BADGES	205.25	
Total For Dept 0502 POLICE PATROL				9,425.25	
Dept 0503 POLICE-INVESTIGATIONS					
01-0503-3-705000	CONTRACTUAL SERVICES	WEST GROUP PAYMENT CENTER	WEST INVESTIGATIVE INFO 4/21	259.08	
Total For Dept 0503 POLICE-INVESTIGATIONS				259.08	
Dept 0504 POLICE-COMMUNITY POLICING					
01-0504-5-706000	MATERIALS AND SUPPLIES	CRYSTAL CENTRAL LLC	PLAQUES FOR OUTGOING BRD MEMBERS	929.93	
Total For Dept 0504 POLICE-COMMUNITY POLICING				929.93	
Dept 0505 POLICE-COMMUNITY SERVICES					
01-0505-3-751000	ANIMAL CARE	LC HLTH DEPT & COMMUNITY	ANIMAL CONTROL	205.00	
Total For Dept 0505 POLICE-COMMUNITY SERVICES				205.00	
Dept 0601 FIRE-ADMINISTRATION					
01-0601-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE 6/21	117.83	
01-0601-4-710000	TELEPHONE	CALL ONE	SERVICE 5/21	2,367.94	
01-0601-4-710000	TELEPHONE	CALL ONE	SERVICE 5/21	356.58	
01-0601-4-710000	TELEPHONE	VERIZON	SERVICE 4/2-5/1/21	56.96	
01-0601-5-723000	LETTERHEAD & ENVELOPES	ALLPRINT INC	2021 LETTERHEAD AND ENVELOPES	619.91	
Total For Dept 0601 FIRE-ADMINISTRATION				3,519.22	
Dept 0602 FIRE PREVENTION					
01-0602-5-724000	PUBLIC EDUCATION	VISTA PRINT	BUSINESS CARDS-ORTH	26.99	
01-0602-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	LAKE COUNTY FIRE CHIEFS ASS	2021 MEMBERSHIP DUES NIPET	150.00	
01-0602-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	SAFE KIDS WORLDWIDE	CAR SEAT RECERT-HAEDT	55.00	
Total For Dept 0602 FIRE PREVENTION				231.99	
Dept 0603 FIRE-EMERGENCY SERVICES					
01-0603-2-789000	PAID ON CALL PENSIONS	BELL, CHARLES	SEMI ANNUAL FIRE PENSION	175.00	
01-0603-2-789000	PAID ON CALL PENSIONS	BRACHER, HERBERT L	SEMI ANNUAL FIRE PENSION	175.00	
01-0603-2-789000	PAID ON CALL PENSIONS	FONTANA, RAYMOND A	SEMI ANNUAL FIRE PENSION	175.00	
01-0603-2-789000	PAID ON CALL PENSIONS	LANTZ, JACK	SEMI ANNUAL FIRE PENSION	175.00	
01-0603-2-789000	PAID ON CALL PENSIONS	MADOLE, GEORGE R	SEMI ANNUAL FIRE PENSION	175.00	
01-0603-2-789000	PAID ON CALL PENSIONS	MCCORMICK, WM. DAN	SEMI ANNUAL FIRE PENSION	175.00	
01-0603-2-789000	PAID ON CALL PENSIONS	PRINZING, ROBERT E	SEMI ANNUAL FIRE PENSION	175.00	
01-0603-2-789000	PAID ON CALL PENSIONS	RASMUSSEN, JOHN W	SEMI ANNUAL FIRE PENSION	175.00	
01-0603-3-705000	CONTRACTURAL SERVICES	CALL ONE	SERVICE 5/21	121.43	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 01 GENERAL FUND					
Dept 0603 FIRE-EMERGENCY SERVICES					
01-0603-3-721000	INTERGOVTAL RISK MGMT AGENCY	IRMA	2021 CLOSED CLAIMS APRIL	576.97	
01-0603-3-728000	TECHNICAL SERVICES	ANDRES MEDICAL BILLING, L	AMBULANCE BILLING 4/21	4,406.90	
01-0603-5-707000	FIREFIGHTER SUPPLIES	AMERICAN GASES CORP	OXYGEN	80.08	
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	COMCAST	YRLY SUBSCRIPTION 5/4/21-6/3/22	1,300.20	
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	FORMSTACK, LLC	ANNUAL MEMBERSHP DUES-TRAINING PURPOSES	390.00	
Total For Dept 0603 FIRE-EMERGENCY SERVICES				8,275.58	
Dept 0604 FIRE-SUPPORT SERVICES					
01-0604-3-705000	CONTRACTUAL SERVICES	MOTOROLA INC	STARCOM RADIO SERVICE 5/1-5/31/21	102.00	
01-0604-3-705000	CONTRACTUAL SERVICES	VERIZON	SERVICE 4/9-5/8/21	252.22	
01-0604-4-709000	UTILITIES - STATION 3	CONSTELLATION NEW ENERGY,	SERVICE 4/21	468.35	
01-0604-4-709000	UTILITIES - STATION 3	NORTH SHORE GAS CO	SERVICE 4/21	89.89	
01-0604-4-709000	UTILITIES - STATION 3	NORTH SHORE GAS CO	SERVICE 4/21	470.00	
01-0604-4-709000	UTILITIES - STATION 3	NORTH SHORE GAS CO	SERVICE 4/21	91.70	
01-0604-5-706000	MATERIALS AND SUPPLIES	RUSSO POWER EQUIPMENT	FUEL FOR SMALL POWER TOOLS	271.97	
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORM-GLODOWSKI	110.00	
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORM-ROBERTS	85.95	
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORM-HUBBARD	167.90	
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORM-WEAVER	290.75	
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORM-WIASE	37.95	
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORM-WOODWARD	36.00	
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORM-ORTH	247.50	
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORM-WIASE	355.70	
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORM-GAFFKE	52.95	
01-0604-7-712000	MAINTENANCE BUILDINGS	AMAZON CAPITAL SERVICES, I	SAW CHAIN/LIGHT BULB	365.90	
01-0604-7-712000	MAINTENANCE BUILDINGS	AMERICAN HOIST & MANLIFT,	9-ELEV MAINT 4/21	192.27	
01-0604-7-712000	MAINTENANCE BUILDINGS	INT'L FIRE EQUIPMENT CORP	SEMI-ANNUAL MAINT-STN3	170.39	
01-0604-7-712000	MAINTENANCE BUILDINGS	INT'L FIRE EQUIPMENT CORP	SEMI-ANNUAL MAINT-STN1	123.59	
01-0604-7-712000	MAINTENANCE BUILDINGS	INT'L FIRE EQUIPMENT CORP	SEMI-ANNUAL MAINT-STN2	124.59	
01-0604-7-713000	MAINTENANCE GROUNDS	FLECK'S LANDSCAPING	LANDSCAPE MAINT #1	86.34	
01-0604-7-715000	MAINTENANCE OTHER EQUIPMENT	AIR ONE EQUIPMENT, INC	ANNUAL COMPRESSOR MAINT SERV-STN2	802.00	
Total For Dept 0604 FIRE-SUPPORT SERVICES				4,995.91	
Dept 0701 PARKS					
01-0701-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 4/21	20.55	
01-0701-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 4/21	22.31	
01-0701-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 4/21	42.78	
01-0701-4-710000	TELEPHONE	CALL ONE	SERVICE 5/21	142.76	
01-0701-5-706000	LETTERHEAD & ENVELOPES	ALLPRINT INC	2021 LETTERHEAD AND ENVELOPES	142.21	
01-0701-5-706000	MATERIALS AND SUPPLIES	CENTRAL SOD FARMS INC	TOPSOIL	55.00	
01-0701-5-706000	MATERIALS AND SUPPLIES	CENTRAL SOD FARMS INC	RETURN 2 PALLETS	(20.00)	
01-0701-5-706000	SHIPPING AND HANDLING	GLOBAL EQUIPMENT COMPANY	SCOTSMAN UNDERCOUNTER ICE MACHINE	369.99	
01-0701-5-728000	TREE SURGERY AND SPRAYING	KINNUCAN CO.	TREE SURGERY AND SPRAYING	200.00	
01-0701-5-752000	UNIFORMS	LECHNER & SONS	UNIFORMS	24.24	
01-0701-7-712000	MAINTENANCE BUILDING	CAHILL HEATING & A/C	REPLACED THERMOCOUPLE ON BOILER-RIVERSI	140.00	
01-0701-7-712000	SCOTSMAN CU0415MA-1 MED. CUBE IC	GLOBAL EQUIPMENT COMPANY	SCOTSMAN UNDERCOUNTER ICE MACHINE	1,666.00	
01-0701-7-713000	MAINTENANCE GROUNDS	FLECK'S LANDSCAPING	LANDSCAPE MAINT #1	678.91	
01-0701-7-713000	10 WINDSCREENS	GREAT LAKES LINING	TENNIS COURT WINDSCREENS	4,050.15	
01-0701-7-713000	MAINTENANCE GROUNDS	MCMASTER-CARR SUPPLY CO	ROPE FOR WINDSCREENS	72.79	
01-0701-7-713000	MAINTENANCE GROUNDS	SUPERIOR INDUSTRIAL SUPPLY	SANITIZER	257.70	
01-0701-7-715000	MAINTENANCE OTHER EQUIPMENT	NAPA AUTO PARTS	MISC VEHICLE REPAIR PARTS AND SUPPLIES	(3.58)	
Total For Dept 0701 PARKS				7,861.81	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 01 GENERAL FUND					
Dept 0702 RECREATION					
01-0702-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 4/21	33.16	
01-0702-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY,	SERVICE 4/21	1,193.90	
01-0702-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY,	SERVICE 4/21	185.26	
01-0702-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 4/21	104.63	
01-0702-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 4/21	115.33	
01-0702-4-710000	TELEPHONE	CALL ONE	SERVICE 5/21	118.86	
01-0702-4-710000	TELEPHONE	CALL ONE	SERVICE 5/21	22.89	
01-0702-4-710000	TELEPHONE	CALL ONE	SERVICE 5/21	216.15	
01-0702-5-706000	SUPPL & EXP - TOT PROGRAMS	LIBERTYVILLE SUNSET FOODS	TEACHER APPRECIATION GIFTS	71.95	
01-0702-5-706000	PICTURES FOR SUNSHINE KIDS CLASS	PETTY CASH GENERAL	REPLENISH PETTY CASH	2.47	
01-0702-5-706000	SUPPL & EXP - TOT PROGRAMS	WAYFAIR, LLC	PRESCH PLAYGROUND EQUIPMENT	204.24	
01-0702-5-716000	DANCE PROGRAM EXPENSE	A WISH COME TRUE	SHIPPING CHG-DANCE COSTUMES	196.00	
01-0702-5-716000	DANCE PROGRAM EXPENSE	AMAZON CAPITAL SERVICES, I	FACE MASKS-DANCE RECITAL	31.96	
01-0702-5-716000	DANCE PROGRAM EXPENSE	WEISSMAN'S DESIGNS FOR DAN	DANCE COSTUME	52.29	
01-0702-5-723000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES, I	FIREPROOF & WATERPROOF SAFE	213.98	
01-0702-7-712000	MAINTENANCE BUILDING	SERVICE SANITATION, INC.	RESTROOM RENTAL 5/2/21-BUTLER LK	293.55	
Total For Dept 0702 RECREATION				3,056.62	
Dept 0703 SWIMMING POOL OPERATIONS					
01-0703-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 4/21	352.89	
01-0703-4-710000	TELEPHONE	CALL ONE	SERVICE 5/21	221.53	
01-0703-4-710000	TELEPHONE	CALL ONE	SERVICE 5/21	22.89	
01-0703-5-706000	MATERIALS AND SUPPLIES	COMCAST	MONTHLY SERVICE 5/8-6/7/21	118.35	
01-0703-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	LAKE COUNTY HEALTH DEPT/HF	2021 ANNUAL SWIM FACILITY LICENSE	228.00	151913
01-0703-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	LAKE COUNTY HEALTH DEPT/HF	2021 ANNUAL SWIM FACILITY LICENSE	513.00	151913
01-0703-5-732000	CONCESSION EXPENSE	LAKE COUNTY HEALTH DEPT/HF	POOL CONCESSIONS PERMIT-ADLER	284.00	
01-0703-7-712000	REPLACE CONCESSION A/C SYSTEM	CAHILL HEATING & A/C	ADLER CONCESSION A/C UNITS	7,955.00	
01-0703-7-712000	MAINTENANCE BUILDING	DAN'S MECHANICAL INC	SHOWER/BATHROOM PLUMBING REPAIR-ADLER	900.00	
01-0703-7-716000	MAINTENANCE POOLS	DAN'S MECHANICAL INC	PIT DRAIN VALVE-ADLER POOL	900.00	
01-0703-7-716000	RPZ FOR ADLER POOL HOUSE	GRAINGER INC	RPZ FOR ADLER POOL HOUSE	2,662.97	
01-0703-7-716000	MAINTENANCE POOLS	MCMASTER-CARR SUPPLY CO	STAINLESS STEEL VALVE BOLTS-POOL MAINT	48.67	
01-0703-7-716000	MAINTENANCE POOLS	MCMASTER-CARR SUPPLY CO	POOL HARDWARE	29.74	
01-0703-7-716000	MAINTENANCE POOLS	MCMASTER-CARR SUPPLY CO	POOL VALVE & PUMP HARDWARE	232.74	
Total For Dept 0703 SWIMMING POOL OPERATIONS				14,469.78	
Dept 1200 LEGISLATIVE BDS & COMMITTEES					
01-1200-3-728000	TECHNICAL SERVICE	CIVICPLUS, INC	QTRLY HOSTING & SUPPORT WEB SITE	1,547.00	
01-1200-3-728000	TECHNICAL SERVICE	PADDOCK PUBLICATIONS, INC	NOTICE OF VIRTUAL PUBLIC MEETINGS	87.40	
01-1200-3-728000	TECHNICAL SERVICE	RECORDER OF DEEDS	ORDINANCE-STAG LVILLE LLC	50.00	
01-1200-5-771000	BD OF POLICE & FIRE COMMISSION	NO LIMIT DESIGN LLC	JOB POSTING-FIRE	100.00	
01-1200-5-799000	MISCELLANEOUS	AMIDEI, KELLY	BOARD RECOGNITION SUPPLIES	85.39	
01-1200-5-799000	MISCELLANEOUS	AMIDEI, KELLY	BOARD RECOGNITION SNACK	10.93	
01-1200-5-799000	MISCELLANEOUS	NORTHING BUNDT CAKES	SPECIAL BOARD MEETING-RECOGNITION CAKE	86.31	
01-1200-5-799000	MISCELLANEOUS	NORTHING BUNDT CAKES	SPECIAL BOARD MEETING-RECOGNITION CAKE	43.16	
Total For Dept 1200 LEGISLATIVE BDS & COMMITTEES				2,010.19	
Dept 1300 LEGAL					
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-LSC	3,882.00	
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-COVID 19 CONSULT	142.00	
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-INTERGOVT AGREEMENTS	958.50	
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-MAJOR CODE AMENDMENTS	603.50	
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-CD DEPT	710.00	
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-ZONING & DEVLPMNT APPROV	568.00	

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Fund 01 GENERAL FUND					
Dept 1300 LEGAL					
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-ILM HOMES DEV	355.00	
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-VOLTA RECHARGE STNS	71.00	
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-LSC	3,337.00	
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-VLG PROPERTY	788.00	
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	MONTHLY LEGAL RETAINER 4/21	6,000.00	
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-4TH & BROADWAY DEV	3,376.50	
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-AXE LOUNGE 216 W PETERSON	1,731.50	
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-1530 ARTAIUS PKWY DEV	675.00	
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-INFINITI SALES TAX REBATE	860.00	
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-NAPELTON SALES TAX REBATE	716.00	
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-MCGRATH SALES TAX REBATE	904.00	
01-1300-3-777000	VILLAGE PROSECUTOR	LALUZERNE & SMITH, LTD.	LEGAL SERVICES 4/21	5,670.00	
01-1300-3-778000	LABOR COUNSEL	CLARK BAIRD SMITH LLP	LEGAL COUNSEL 4/21	620.00	
01-1300-3-778000	LABOR COUNSEL	ENGLER CALLAWAY BAASTEN &	LEGAL COUNSEL 4/21	821.50	
01-1300-3-779000	LITIGATION	ELROD FRIEDMAN LLP	LEGAL COUNSEL-MISC LITIGATION MATTERS	106.50	
01-1300-3-781000	ADMINISTRATIVE ADJUDICATOR	HENRY TONIGAN	ADJUDICATION SERVICE MAR & APR/21	765.00	
Total For Dept 1300 LEGAL				33,661.00	
Dept 1500 CENTRAL BUSINESS DST PARKING					
01-1500-4-710000	TELEPHONE	CALL ONE	SERVICE 5/21	219.62	
01-1500-7-712000	MAINTENANCE BUILDING	AMERICAN HOIST & MANLIFT,	9-ELEV MAINT 4/21	192.28	
01-1500-7-712000	MAINTENANCE BUILDING	AMERICAN HOIST & MANLIFT,	9-ELEV MAINT 4/21	192.28	
01-1500-7-712000	MAINTENANCE BUILDING	AMERICAN HOIST & MANLIFT,	9-ELEV MAINT 4/21	192.28	
01-1500-7-712000	MAINTENANCE BUILDING	AMERICAN HOIST & MANLIFT,	9-ELEV MAINT 4/21	192.28	
01-1500-7-713000	MAINTENANCE PARKING LOTS	ACS POWERWASH	PRESSURE WASH DUMPSTERS/CLEAN-UP GREASE	805.00	
Total For Dept 1500 CENTRAL BUSINESS DST PARKING				1,793.74	
Dept 1600 COMMUNITY ORGAN/ACTIVITIES					
01-1600-3-750000	DIAL-A-RIDE	PACE SUBURBAN BUS	DIAL-A-RIDE 2/21	50.04	
01-1600-5-754000	NO IL SPECIAL RECREATION ASSN	SPECIAL REC ASSN OF CENTR	2021/22 MEMBER AGENCY CONTRIBUTION	149,600.00	
Total For Dept 1600 COMMUNITY ORGAN/ACTIVITIES				149,650.04	
Dept 1700 PUBLIC BUILDINGS					
01-1700-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 4/21	90.95	
01-1700-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 4/21	52.59	
01-1700-5-799000	MISCELLANEOUS	JUAREZ, DANIEL	TUITION REIMBURSEMENT	465.00	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	AMERICAN HOIST & MANLIFT,	9-ELEV MAINT 4/21	192.27	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	GARVEY'S OFFICE PRODUCTS	LYSOL WIPES	150.00	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	LECHNER & SONS	FLOOR MATS FOR THE VH	85.99	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	MKC PLUMBING INC	LEAK INSPECTION OF TOILET-VH FY 21/22	165.00	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	AMERICAN HOIST & MANLIFT,	9-ELEV MAINT 4/21	192.27	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	GARVEY'S OFFICE PRODUCTS	LYSOL WIPES	131.28	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	STANLEY ACCESS TECHNOLOGI	REPAIR HANDICAP DOOR	226.00	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	WAREHOUSE DIRECT, INC	JANITORIAL SUPPLIES	213.41	
Total For Dept 1700 PUBLIC BUILDINGS				1,964.76	
Total For Fund 01 GENERAL FUND				374,800.79	
Fund 05 FOREIGN FIRE INSURANCE TAX					
Dept 0000 GENERAL					
05-0000-0-790000	RESCUE DIVER EQUIPMENT - BOYLE	DIVE RESCUE INTERNATIONAL	DIVE GEAR AND EQUIPMENT-BOYLE	1,421.48	
05-0000-0-790000	FIRE FIGHTING/EMER MED EQUIP	WALMART	CLASS A PHOTOS	25.50	

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Fund 05 FOREIGN FIRE INSURANCE TAX					
Dept 0000 GENERAL					
		Total For Dept 0000 GENERAL		1,446.98	
		Total For Fund 05 FOREIGN FIRE INSURANCE TAX		1,446.98	
Fund 07 MOTOR FUEL TAX FUND					
Dept 0000 GENERAL					
07-0000-0-738000	ASPHALT RESURFACING	BROTHERS ASPHALT PAVING IN	2020 ROAD PROGRAM - CONSTR	7,823.83	
07-0000-0-738000	ASPHALT RESURFACING	CIVILTECH ENGINEERING, INC	ROCKLAND RD-PH3 CONSTR ENG	14,944.91	
		Total For Dept 0000 GENERAL		22,768.74	
		Total For Fund 07 MOTOR FUEL TAX FUND		22,768.74	
Fund 13 HOTEL/MOTEL TAX FUND					
Dept 0000 GENERAL					
13-0000-0-720000	COOK HOUSE	NORTH SHORE GAS CO	SERVICE 4/21	96.11	
13-0000-0-762000	CIVIC CENTER	AMERICAN HOIST & MANLIFT,	9-ELEV MAINT 4/21	192.27	
13-0000-0-762000	CIVIC CENTER	CALL ONE	SERVICE 5/21	187.58	
13-0000-0-762000	CIVIC CENTER	GARVEY'S OFFICE PRODUCTS	LYSOL WIPES	75.00	
13-0000-0-762000	CIVIC CENTER	LIBERTYVILLE CIVIC CTR FO	INTERNET SERICE APR-JUN 2021	59.85	
13-0000-0-762000	CIVIC CENTER	NORTH SHORE GAS CO	SERVICE 4/21	89.63	
13-0000-0-762000	CIVIC CENTER	WARREN ELECTRIC, INC	4-LAMPS-CIV CTR	25.20	
13-0000-0-770000	SPORTS COMPLEX MARKETING	CIVICPLUS, INC	QTRLY HOSTING & SUPPORT WEB SITE	2,270.90	
13-0000-0-781000	ADLER CULTURAL CENTER	GARVEY'S OFFICE PRODUCTS	LYSOL WIPES	75.00	
		Total For Dept 0000 GENERAL		3,071.54	
		Total For Fund 13 HOTEL/MOTEL TAX FUND		3,071.54	
Fund 14 COMMUTER PARKING FUND					
Dept 0000 GENERAL					
14-0000-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY,	SERVICE 4/21	76.71	
14-0000-4-710000	PHONE	CALL ONE	SERVICE 5/21	88.38	
14-0000-4-710000	PHONE	PTS	PAY PHONE SERVICE 6/21	78.00	
14-0000-7-713000	MAINTENANCE GROUNDS	ACS POWERWASH	WASH EXTERIOR TRAIN STN & AJJOINING SIDE	546.00	
14-0000-7-713000	MAINTENANCE GROUNDS	FLECK'S LANDSCAPING	LANDSCAPE MAINT #1	209.20	
		Total For Dept 0000 GENERAL		998.29	
		Total For Fund 14 COMMUTER PARKING FUND		998.29	
Fund 20 UTILITY FUND					
Dept 2020 WATER DEPARTMENT					
20-2020-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	2020 CLOSED CLAIMS APRIL	1,570.19	
20-2020-3-728000	TECHNICAL SERVICES	ARROW PLUMBING, INC	REPLACE & TEST LEAKING METER-ROSEBROOK	150.00	
20-2020-3-728000	TECHNICAL SERVICES	CONCENTRIC INTEGRATION, LI	SUPPORT FOR SCADA	1,297.68	
20-2020-3-728000	TECHNICAL SERVICES	LAKE COUNTY HEALTH DEPT/HF	WATER TESTING 4/21	240.00	
20-2020-3-728000	TECHNICAL SERVICES	M.E. SIMPSON COMPANY, INC	FIRE HYDRANT MAINT PROGRAM	12,335.00	
20-2020-3-728000	TECHNICAL SERVICES	MID-WEST TRUCKERS ASSN INC	DRUG QUERY FMCSA	7.50	
20-2020-3-728000	TECHNICAL SERVICES	MID-WEST TRUCKERS ASSN INC	PRE-EMPLOYMENT DRUG TEST	80.25	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 4/21	93.10	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 4/21	39.66	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 4/21	1,725.44	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 4/21	41.29	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 4/21	43.03	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 4/21	50.73	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 4/21	154.14	

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Fund 20 UTILITY FUND					
Dept 2020 WATER DEPARTMENT					
20-2020-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY,	SERVICE 4/21	208.00	
20-2020-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY,	SERVICE 4/21	250.69	
20-2020-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY,	SERVICE 4/21	344.30	
20-2020-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY,	SERVICE 4/21	925.43	
20-2020-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 4/21	136.32	
20-2020-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 4/21	37.79	
20-2020-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 4/21	33.70	
20-2020-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 4/21	61.15	
20-2020-4-710000	TELEPHONE	CALL ONE	SERVICE 5/21	118.86	
20-2020-4-710000	TELEPHONE	CALL ONE	SERVICE 5/21	214.01	
20-2020-5-706000	MATERIALS AND SUPPLIES	BURRIS EQUIPMENT CO	HOSES AND TOOLS	491.75	
20-2020-5-706000	MATERIALS AND SUPPLIES	HAWKINS INC	SODIUM HYPOCHLORITE	536.58	
20-2020-5-706000	MATERIALS AND SUPPLIES	USA BLUEBOOK	VALVE BOX TOOLS	718.75	
20-2020-5-706000	MATERIALS AND SUPPLIES	WAREHOUSE DIRECT, INC	SANITIZER	84.49	
20-2020-5-723000	LETTERHEAD & ENVELOPES	ALLPRINT INC	2021 LETTERHEAD AND ENVELOPES	142.21	
20-2020-5-723000	OFFICE SUPPLIES	OFFICE DEPOT, INC	OFFICE SUPPLIES	353.29	
20-2020-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	ILLINOIS TOLLWAY	MISSED TOLLS-PW	36.40	
20-2020-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	VISTA PRINT	BUSINESS CARDS-TOLL/ELLIOTT	38.99	
20-2020-5-729000	(2) 3" C2 1000G METERS	CORE & MAIN LP	(2) 3" C2 METERS 1201 AMERICAN WAY	3,500.00	
20-2020-5-729000	3FF RR ACC KIT W/ZINC	CORE & MAIN LP	(2) 3" C2 METERS 1201 AMERICAN WAY	26.00	
20-2020-5-729000	METERS - NEW CONSTRUCTION	CORE & MAIN LP	(2) 3" C2 METERS 1201 AMERICAN WAY	1,583.48	
20-2020-5-729000	METERS - NEW CONSTRUCTION	CORE & MAIN LP	(2) 3" C2 METERS 1201 AMERICAN WAY	(1,565.48)	
20-2020-5-752000	UNIFORMS	CUTLER WORKWEAR	UNIFORM-TOLL	64.77	
20-2020-5-752000	UNIFORMS	CUTLER WORKWEAR	UNIFORM-WARGO	236.61	
20-2020-5-752000	UNIFORMS	CUTLER WORKWEAR	UNIFORM-WOERTZ	259.11	
20-2020-7-712000	MAINTENANCE BLDG AND GROUNDS	FLECK'S LANDSCAPING	LANDSCAPE MAINT #1	249.85	
20-2020-7-716000	3" TRASH PUMP	BURRIS EQUIPMENT CO	HONDA 3" TRASH PUMP	635.60	
20-2020-7-716000	MAINTENANCE WATER LINE	GRAYSLAKE FEED SALES, INC.	GRASS SEED	334.50	
20-2020-7-716000	MAINTENANCE WATER LINE	LESTER'S MATERIAL SERVICE	TOP SOIL	206.01	
20-2020-7-716000	MAINTENANCE WATER LINE	LESTER'S MATERIAL SERVICE	TOP SOIL	227.34	
20-2020-7-716000	IRON PUSH, SLEEVE, MEGA LUG	MID AMERICAN WATER OF WAUC	DUCTILE IRON PUSH, SLEEVE, MEGALUG	4,007.60	
20-2020-7-716000	REPAIR CLAMPS	MID AMERICAN WATER OF WAUC	REPAIR CLAMPS	3,841.12	
20-2020-7-716000	MAINTENANCE WATER LINE	PETER BAKER & SON CO	ASPHALT	364.23	
20-2020-7-716000	MAINTENANCE WATER LINE	PETER BAKER & SON CO	ASPHALT	565.59	
20-2020-7-716000	CHLORINE FITTINGS	USA BLUEBOOK	CHLORINE FITTINGS	794.71	
Total For Dept 2020 WATER DEPARTMENT				37,891.76	
Dept 2021 SEWER DEPARTMENT					
20-2021-3-728000	TECHNICAL SERVICES	NEWGEN STRATEGIES & SOLUTJL	LIBVILLE RCE FEE ANALYSIS	4,134.38	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 4/21	128.03	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 4/21	143.07	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 4/21	38.66	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 4/21	48.47	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 4/21	34.94	
20-2021-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY,	SERVICE 4/21	76.97	
20-2021-4-709000	NATURAL GAS	NORTH SHORE GAS CO	SERVICE 4/21	91.52	
20-2021-4-709000	NATURAL GAS	NORTH SHORE GAS CO	SERVICE 4/21	34.85	
20-2021-4-709000	NATURAL GAS	NORTH SHORE GAS CO	SERVICE 4/21	37.25	
20-2021-4-709000	NATURAL GAS	NORTH SHORE GAS CO	SERVICE 4/21	34.26	
20-2021-4-709000	NATURAL GAS	NORTH SHORE GAS CO	SERVICE 4/21	36.56	
20-2021-5-706000	LETTERHEAD & ENVELOPES	ALLPRINT INC	2021 LETTERHEAD AND ENVELOPES	142.21	
20-2021-7-715000	MAINTENANCE LIFT STATIONS	FLECK'S LANDSCAPING	LANDSCAPE MAINT #1	279.93	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 20 UTILITY FUND					
Dept 2021 SEWER DEPARTMENT					
20-2021-7-716000	3" TRASH PUMP	BURRIS EQUIPMENT CO	HONDA 3" TRASH PUMP	635.60	
20-2021-7-716000	MAINTENANCE SEWER LINES	CORE & MAIN LP	8" INSIDE GRIPPER PLUG	43.27	
20-2021-7-716000	MAINTENANCE SEWER LINES	USA BLUEBOOK	GREASE CONTROL BAGS	839.14	
Total For Dept 2021 SEWER DEPARTMENT				6,779.11	
Dept 2022 WASTE WATER TREATMENT PLANT					
20-2022-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY,	SERVICE 4/21	16,266.47	
20-2022-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 4/21	3,701.29	
20-2022-4-710000	TELEPHONE	CALL ONE	SERVICE 5/21	118.86	
20-2022-4-710000	TELEPHONE	CALL ONE	SERVICE 5/21	88.44	
20-2022-5-706000	MATERIALS AND SUPPLIES	SUBURBAN LABORATORIES, INC	503 SLUDGE	340.50	
20-2022-5-706000	MATERIALS AND SUPPLIES	USA BLUEBOOK	LAB TESTING AMMONIA	864.54	
20-2022-5-706000	MATERIALS AND SUPPLIES	WILKENS-ANDERSON COMPANY	CHLORINE PROBE	792.51	
20-2022-5-707000	CHEMICALS	MENARDS INC	BACKPACK SPRAYER	84.99	
20-2022-5-718000	SLUDGE REMOVAL	SYNAGRO CENTRAL, LLC	DEWATERING 4/21	20,869.20	
20-2022-7-715000	MAINTENANCE OTHER EQUIPMENT	GRAINGER INC	3/8" AIR SAFETY VALVE	48.78	
20-2022-7-715000	MAINTENANCE OTHER EQUIPMENT	GRAINGER INC	PHOSPHORUS FEED LINE	24.89	
Total For Dept 2022 WASTE WATER TREATMENT PLANT				43,200.47	
Dept 2024 UTILITY-CAPITAL IMPROVEMENT					
20-2024-5-788000	OMNI 3" C2 1000G METER	CORE & MAIN LP	3" METER FOR ADLER POOL	1,750.00	
20-2024-5-788000	3 FF RR ACC KIT W/ZINC N&B	CORE & MAIN LP	3" METER FOR ADLER POOL	11.00	
20-2024-5-788000	REPLACEMENT METERS	CORE & MAIN LP	3" METER FOR ADLER POOL	11.00	
20-2024-6-750000	WWTP IMPR	CONCENTRIC INTEGRATION, LI	SCADA IMPROVEMENTS 2020	118,996.61	
20-2024-6-750000	LABOR RERAIR 10"VALVE	DAHME MECHANICAL INDUSTRIE	REPAIR/REPACE 10" RAS VALVE PLANT B	1,800.00	
20-2024-6-750000	WWTP IMPR	STRAND ASSOCIATES, INC	BLOWER & DIFFUSER REPLCMNT PROJ	6,211.20	
20-2024-6-776000	SANITARY SEWER REPAIRS	GANZIANO SEWER & WATER, I	SAN SEWER POINT REPAIRS	31,950.00	
20-2024-6-795000	WATER SYSTEM IMPROVEMENTS	CONCENTRIC INTEGRATION, LI	SCADA SYSTEM UPGRADE	6,093.56	
20-2024-6-795000	WATER SYSTEM IMPROVEMENTS	GEWALT HAMILTON ASSOCIATES	2021 WM REPLACE - ENG	4,683.84	
20-2024-6-795000	WATER SYSTEM IMPROVEMENTS	GEWALT HAMILTON ASSOCIATES	2020 WM REPLACE - CONSTR ENG	490.00	
Total For Dept 2024 UTILITY-CAPITAL IMPROVEMENT				171,997.21	
Total For Fund 20 UTILITY FUND				259,868.55	
Fund 21 STORMWATER SEWER FUND					
Dept 2121 STORMWATER SEWER					
21-2121-3-728000	TECHNICAL SERVICES	CHRISTOPHER B BURKE ENG LJ	TECHNOLOGY WAY - WATER QUALITY	670.00	
21-2121-6-790000	CAPITAL OUTLAY	CIVILTECH ENGINEERING, INC	ROCKLAND AREA-ENG	2,042.84	
21-2121-7-718000	MAINTENANCE STORM SEWERS	CLEAN SWEEP	SWEEPING 4/23/21	342.06	
21-2121-7-718000	MAINTENANCE STORM SEWERS	FLECK'S LANDSCAPING	LANDSCAPE MAINT #1	69.51	
21-2121-7-718000	MAINTENANCE STORM SEWERS	RAY SCHRAMER & CO	ADJUSTING RINGS	72.00	
Total For Dept 2121 STORMWATER SEWER				3,196.41	
Total For Fund 21 STORMWATER SEWER FUND				3,196.41	
Fund 30 VEHICLE MAINT/REPL SERVICE FD					
Dept 0000 GENERAL					
30-0000-3-728000	CONTRACTUAL REPAIR SERVICES	INTERSTATE BILLING SERVICE	SERVICE CALL	374.80	
30-0000-5-706000	SHOP SUPPLIES	GRAINGER INC	WELDING CART W/DRAWERS	143.67	
30-0000-5-711000	GASOLINE & OIL	ADVANCE AUTO PARTS	MISC VEHICLE REPAIR PARTS AND SUPPLIES	554.72	
30-0000-5-711000	GASOLINE & OIL	AL WARREN OIL CO INC	UNLEAD GASOLINE	17,986.50	
30-0000-5-711000	GASOLINE & OIL	NAPA AUTO PARTS	MISC VEHICLE REPAIR PARTS AND SUPPLIES	83.76	
30-0000-5-713000	VEHICLE WASHING	LIBERTYVILLE CAR SPA	CAR WASH 4/21	41.75	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 30 VEHICLE MAINT/REPL SERVICE FD					
Dept 0000 GENERAL					
30-0000-5-713000	VEHICLE WASHING	SPLASH HAND CAR WASH & DET	CAR WASH APR 19 - APR 29, 2021	2,240.00	
30-0000-5-714000	VEHICLE PARTS	ADVANCE AUTO PARTS	MISC VEHICLE REPAIR PARTS AND SUPPLIES	829.80	
30-0000-5-714000	VEHICLE PARTS	DUXLER TIRE STORE	TIRES	509.20	
30-0000-5-714000	VEHICLE PARTS	GRAINGER INC	ANGLE IRON	678.17	
30-0000-5-714000	VEHICLE PARTS	INTERSTATE BILLING SERVICE	FUEL FILTER	63.90	
30-0000-5-714000	VEHICLE PARTS	LEACH ENTERPRISES INC	RETURN-DESICCANT CORE	(133.34)	
30-0000-5-714000	VEHICLE PARTS	LIBERTYVILLE CHEVROLET	RETURN	(85.44)	
30-0000-5-714000	VEHICLE PARTS	LIBERTYVILLE LINCOLN SALES	SEAT HANDLE	17.73	
30-0000-5-714000	VEHICLE PARTS	MACQUEEN EQUIPMENT LLC	MIRROR	79.36	
30-0000-5-714000	VEHICLE PARTS	MACQUEEN EQUIPMENT LLC	HANDLES AND KNOBS	66.18	
30-0000-5-714000	VEHICLE PARTS	MACQUEEN EQUIPMENT LLC	MCQUEEN SWITCH AND ACTIVATOR	207.35	
30-0000-5-714000	VEHICLE PARTS	NAPA AUTO PARTS	MISC VEHICLE REPAIR PARTS AND SUPPLIES	532.65	
30-0000-5-714000	VEHICLE PARTS	POMP'S TIRE SERVICE INC	CREDIT-TIRE REPAIR	(60.78)	
30-0000-5-714000	VEHICLE PARTS	LEACH ENTERPRISES INC	DESICCANT CATRIDGE/CORE	143.19	151914
30-0000-5-714000	VEHICLE PARTS	LEACH ENTERPRISES INC	DESICCANT CARTRIDGE/CORE	251.67	151914
30-0000-5-789000	SQUAD 10 ACCIDENT DAMAGE.	ESTRADA CUSTOMS	SQUAD 10 ACCIDENT DAMAGE	2,911.12	
30-0000-5-789000	SQUAD 7 ACCIDENT DAMAGE	ESTRADA CUSTOMS	SQUAD 7 ACCIDENT DAMAGE	8,279.65	
30-0000-6-790000	CAPITAL OUTLAY	AMAZON CAPITAL SERVICES, I	SOIL DRAIN W/ELECTRIC PUMP	387.38	
30-0000-7-715000	MAINTENANCE OTHER EQUIPMENT	MANKOFF INDUSTRIES, INC	INSPECTION OF FUEL TANK	195.00	
Total For Dept 0000 GENERAL				36,297.99	
Total For Fund 30 VEHICLE MAINT/REPL SERVICE FD				36,297.99	
Fund 31 TECHNOLOGY EQUIP/REPL SER FD					
Dept 0000 GENERAL					
31-0000-3-728000	CONSULTING SERVICES	PRESCIENT SOLUTIONS	IT SUPPORT SERVICES #1 6/21	21,568.75	
31-0000-4-719000	INTERNET ACCESS	COMCAST	SERVICE 5/1-5/31/21	843.68	
31-0000-5-730000	WEB PAGE SERVICES	CIVICPLUS, INC	QTRLY HOSTING & SUPPORT WEB SITE	3,873.00	
Total For Dept 0000 GENERAL				26,285.43	
Total For Fund 31 TECHNOLOGY EQUIP/REPL SER FD				26,285.43	
Fund 40 PROJECT FUND					
Dept 0000 GENERAL					
40-0000-0-799000	PHASE 1	S. B. FRIEDMAN & COMPANY	CORRIDOR STUDY - S MILWAUKEE AVE PH1	2,007.50	
Total For Dept 0000 GENERAL				2,007.50	
Total For Fund 40 PROJECT FUND				2,007.50	
Fund 45 PARK IMPROVEMENT FUND					
Dept 0000 GENERAL					
45-0000-0-782000	PARK IMPROVEMENT COSTS	ILM	HERBICIDE CNTRL FOR HYDRILLA-RED TOP PF	220.43	
45-0000-0-782000	PARK IMPROVEMENT COSTS	PADDOCK PUBLICATIONS, INC	BUTLER LAKE PARKING LOT BID NOTICE	96.60	
Total For Dept 0000 GENERAL				317.03	
Total For Fund 45 PARK IMPROVEMENT FUND				317.03	
Fund 46 PUBLIC BUILDING IMPROVEMENT FD					
Dept 0000 GENERAL					
46-0000-0-790000	INSTALLED CABINETS & COUNTERTOPS	CAHILL HEATING & A/C	INSTALLED CABINETS & COUNTERTOPS-RIVERS	1,000.00	
46-0000-0-790000	VILLAGE HALL	MENARDS INC	RIVERSIDE BATHROOM PER ADA REQUIREMENTS	107.61	
46-0000-0-790000	VILLAGE HALL	MENARDS INC	CABINETS/COUNTERTOPS-RIVERSIDE	2,516.68	
46-0000-0-792000	PUBLIC WORKS BUILDING	THE GARAGE DOOR MAN	3-TRIPLE REMOTES SET UP-PW	290.00	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 46 PUBLIC BUILDING IMPROVEMENT FD					
Dept 0000 GENERAL					
46-0000-0-795000	POLICE MASTER PLAN PROPOSAL	FGM ARCHITECTS INC	POLICE MASTER PLAN PROPOSAL	10,500.00	
Total For Dept 0000 GENERAL				14,414.29	
Total For Fund 46 PUBLIC BUILDING IMPROVEMENT FD				14,414.29	
Fund 60 LIBERTYVILLE SPORTS COMP FUND					
Dept 6001 LSC-INDOOR SPORTS CENTER					
60-6001-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 4/21	2,588.62	
60-6001-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 4/21	33.20	
60-6001-4-710000	TELEPHONE	CALL ONE	SERVICE 5/21	240.90	
60-6001-4-710000	TELEPHONE	CALL ONE	SERVICE 5/21	240.90	
60-6001-4-710000	TELEPHONE	CALL ONE	SERVICE 5/21	71.30	
60-6001-4-710000	TELEPHONE	CALL ONE	SERVICE 5/21	47.54	
60-6001-5-750000	Fitness Senior Family 2 Annual E	Brian Mudrick	FITNESS SR FAMILY 2 ANNUAL REISSUE	20.72	
60-6001-7-712000	MAINTENANCE BUILDING	AMERICAN HOIST & MANLIFT,	9-ELEV MAINT 4/21	192.27	
60-6001-7-712000	REPAIRS NEEDED ON CURTAINS FOR	CARROLL SEATING COMPANY INC	REPAIRS NEEDED ON CURTAINS	1,560.00	
60-6001-7-712000	MAINTENANCE BUILDING	FERGUSON ENTERPRISES LLC	# PARTS FOR BATHROOM-LSC	153.95	
60-6001-7-712000	MAINTENANCE BUILDING	FERGUSON ENTERPRISES LLC	# PARTS FOR BATHROOM-LSC	431.58	
60-6001-7-712000	MAINTENANCE BUILDING	FILTER SERVICES INC	165-FILTERS	811.40	
60-6001-7-712000	MAINTENANCE BUILDING	MGN LOCK-KEY & SAFES, INC	3-DUPLICATE KEYS - LSC	12.00	
60-6001-7-712000	MAINTENANCE BUILDING	MKC PLUMBING INC	INSTALL MODULE FOR TOILET - LSC	423.18	
60-6001-7-712000	MAINTENANCE BUILDING	TOTAL SYSTEMS ROOFING INC	LOCATE & REPAIR LEAK-LSC	1,214.00	
60-6001-7-714000	MAINTENANCE GROUNDS	BUHRMAN DESIGN GROUP INC	MOWING-SPORTS COMPLEX	565.50	
Total For Dept 6001 LSC-INDOOR SPORTS CENTER				8,607.06	
Total For Fund 60 LIBERTYVILLE SPORTS COMP FUND				8,607.06	

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BOTH OPEN AND PAID

GL Number                      Invoice Line Desc                      Vendor                      Invoice Description                      Amount                      Check #

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Fund Totals:

Fund 01 GENERAL FUND	374,800.79
Fund 05 FOREIGN FIRE INS	1,446.98
Fund 07 MOTOR FUEL TAX I	22,768.74
Fund 13 HOTEL/MOTEL TAX	3,071.54
Fund 14 COMMUTER PARKING	998.29
Fund 20 UTILITY FUND	259,868.55
Fund 21 STORMWATER SEWER	3,196.41
Fund 30 VEHICLE MAINT/RE	36,297.99
Fund 31 TECHNOLOGY EQUIP	26,285.43
Fund 40 PROJECT FUND	2,007.50
Fund 45 PARK IMPROVEMENT	317.03
Fund 46 PUBLIC BUILDING	14,414.29
Fund 60 LIBERTYVILLE SP	8,607.06
<b>Total For All Funds:</b>	<b>754,080.60</b>



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** May 25, 2021

**Agenda Item:** Consideration of a Resolution Appointing Members to Village Commissions

**Staff Recommendation:** Approve Resolution

**Staff Contact:** Donna Johnson, Mayor

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**Background:** President Johnson recommends appointments of various members to the Committees and Commissions outlined in Exhibit A of the attached resolution. All Commissions, terms and functions are outlined in Chapter 2 of the Municipal Code and the Libertyville Foundation by-laws.

RESOLUTION NO. 21-R-

A RESOLUTION APPOINTING MEMBERS TO  
VARIOUS VILLAGE COMMISSIONS

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

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

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

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

**SECTION TWO:**      Appointment of New Members to Various Committees and Commissions. There are various appointments to multiple Committees and Commissions indicated on Exhibit A.

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

PASSED this \_\_\_<sup>th</sup> day of May, 2021.

AYES:

NAYES:

ABSENT:

APPROVED this \_\_\_<sup>th</sup> day of May, 2021.

\_\_\_\_\_  
Donna Johnson, Village President

ATTEST:

\_\_\_\_\_  
Luke Stowe, Village Clerk

EXHIBIT A

Libertyville Foundation:

Matthew Hickey

Commission Expires:

per by-laws

Parks & Recreation Committee:

Trustee Peter Garrity, Chair

Trustee Daniel Love

Trustee Matthew Krummick

Public Works Committee:

Trustee Scott Adams, Chair

Trustee Peter Garrity

Trustee Matthew Krummick

Finance Committee:

Trustee Matthew Hickey, Chair

Trustee Scott Adams

Trustee Dan Love

Fire & Police Committee:

Mayor Donna Johnson, Chair

Trustee Matthew Hickey

Trustee Jim Connell



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** May 25, 2021

**Agenda Item:** Consideration of an Ordinance to Reduce the Number of Class B Liquor Licenses

**Staff Recommendation:** Approve Ordinance

**Staff Contact:** Kelly A. Amidei, Village Administrator

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**Background:** Attached is an Ordinance reducing the number of Class B Liquor Licenses due to the recent closing of Oscar Lee's Restaurant, at 603 N. Milwaukee Avenue, Libertyville and the non-renewal of the license. The Ordinance will reduce the number of Class B licenses by one, from sixteen to fifteen.

**VILLAGE OF LIBERTYVILLE**

**ORDINANCE NO. 21-O-**

**AN ORDINANCE AMENDING CHAPTER 4 OF THE LIBERTYVILLE MUNICIPAL CODE  
RELATING TO LIQUOR LICENSES TO REFLECT THE AUTOMATIC REDUCTION IN  
THE NUMBER OF CLASS B LIQUOR LICENSES**

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WHEREAS, the President and the Board of Trustees of the Village of Libertyville have considered amendments to certain liquor license provisions of the Libertyville Municipal Code; and

WHEREAS, Oscar Lee's Restaurant at 603 N. Milwaukee Avenue in Libertyville is no longer open for business; and

WHEREAS, by reason of the aforesaid closure of an authorized Class B liquor license holder, the number of Class B liquor licenses will be automatically reduced by one, from sixteen to fifteen, pursuant to Chapter 4, Section 4-46(c) of the Libertyville Municipal Code; and

WHEREAS, the President and the Board of Trustees of the Village of Libertyville have determined that it is in the best interest of the Village and its residents to amend the Libertyville Municipal Code to reflect said automatic reduction, effective as of the date of the aforesaid closure.

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 herein as findings of the President and Board of Trustees.

SECTION TWO: Amendment to Subsection 4-46(b). Subsection 4-46(b), of Section 4-46, entitled "Limitation of Number," of Chapter 4, entitled "Alcoholic Liquor," of the Libertyville Municipal Code shall be and it is hereby amended to reflect the reduction of the number of Class B liquor licenses from sixteen to fifteen pursuant to the aforesaid closure of one Class B liquor license establishment.

SECTION THREE: Effective Date. This ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law. This ordinance shall be published in pamphlet form.

PASSED this 25<sup>th</sup> day of May, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this 26<sup>th</sup> day of May, 2021.

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Donna Johnson, Village President

ATTEST:

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Luke Stowe, Village Clerk



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** May 25, 2021

**Agenda Item:** Consideration of a Resolution to Award a Professional Services Agreement to Gewalt Hamilton Associates, Inc. for a Streetlight Replacement Assessment

**Staff Recommendation:** Approve Resolution

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

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**Background:** On March 18, 2021, Village staff solicited proposals from three (3) engineering consultants to perform a Streetlight Replacement Assessment to determine the schedule and order of the Village streetlights to be replaced. The Village used a Qualification Based Selection (QBS) process to evaluate the knowledge, skill, experience and project-specific factors of the engineering consultants. The selected consultant will be required to perform the following tasks: a field inspection to determine the condition and age of each streetlight, complete an inventory of streetlights within the Village and provide a recommendation for a 15-year streetlight replacement program.

Using the QBS process, Gewalt Hamilton Associates, Inc. is the recommended engineering consultant to perform the Streetlight Replacement Assessment. Gewalt Hamilton Associates, Inc. has satisfactorily completed numerous consulting engineering services for the Village over the past years. The Fiscal Year Annual 2021/22 Budget (Account 40-0000-0-775) provides \$200,000 to complete this project along with annual streetlight replacements.

Staff recommends adoption of the attached resolution to approve the Professional Services Agreement with Gewalt Hamilton Associates, Inc. for the Streetlight Replacement Assessment in the amount of \$49,412 and authorize the execution of the agreement by the Village Administrator.

RESOLUTION NO. 21-R-\_\_\_\_\_

A RESOLUTION TO AWARD A PROFESSIONAL SERVICES AGREEMENT TO GEWALT HAMILTON ASSOCIATES, INC. FOR THE STREETLIGHT REPLACEMENT ASSESSMENT

**WHEREAS**, The Village of Libertyville (the “*Village*”) requested proposals from three engineering consultants to perform a Streetlight Replacement Assessment to determine the schedule and order of the Village streetlights to be replaced; and

**WHEREAS**, the Village used a Qualification Based Selection (QBS) process to evaluate the knowledge, skill, experience and project-specific factors of the engineering consultants; and

**WHEREAS**, utilizing the QBS process, the proposal submitted by Gewalt Hamilton Associates, Inc. is the recommended to complete the Streetlight Replacement Assessment; and

**WHEREAS**, Gewalt Hamilton Associates, Inc. has satisfactorily completed numerous consulting engineering services for the Village over the past years, and

**WHEREAS**, Gewalt Hamilton Associates, Inc. submitted a proposal in the amount of \$49,412; and

**WHEREAS**, there are sufficient funds in the Fiscal Year Annual Budget 2021/22 (Account 40-0000-0-775) to complete this project; and

**WHEREAS**, Village staff recommends approval of awarding a professional services agreement to Gewalt Hamilton Associates, Inc. to complete the Streetlight Replacement Assessment in the not-to-exceed amount of \$49,412.

**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 Gewalt Hamilton Associates, Inc. to perform the Streetlight Replacement Assessment in the not to exceed amount of \$49,412.

Second 3. The Village of Libertyville Board of Trustees authorizes the Village Administrator to execute the professional services agreement with Gewalt Hamilton Associates, Inc. to perform the Streetlight Replacement Assessment.

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.

\_\_\_\_\_  
Donna Johnson, Village President

ATTEST:

\_\_\_\_\_  
Luke Stowe, Village Clerk

VILLAGE OF LIBERTYVILLE  
REQUEST FOR PROPOSAL  
STREETLIGHT REPLACEMENT ASSESSMENT

Proposals must be received by 4:00 pm on April 16, 2021

Village of Libertyville  
200 E. Cook Avenue  
Libertyville, Illinois 60048  
Attn: Laura Ditanto  
847-247-5432  
[lditanto@libertyville.com](mailto:lditanto@libertyville.com)



## **Village of Libertyville/Public Works Department Profile**

The Village of Libertyville, (population 20,512) located in northeastern Illinois is a progressive community located in Lake County, Illinois approximately 27 miles north of Chicago and eight miles west of Lake Michigan. Neighboring communities include Mundelein, Gurnee, Mettawa, Rondout, Grayslake and Vernon Hills. The Village of Libertyville was incorporated in 1882. The affluent community has experienced rapid growth since the 1960's, almost doubling in population during the 1970's and 1980's. It continues to attract families and residents maintaining a stable population today. The historic downtown contributes to the hometown character of the community.

The Village of Libertyville is a non-home rule community that operates under the Council-Administrator form of government. The Village Board consists of seven elected officials including the Mayor, and six Trustees all of whom are elected at-large and serve staggered four-year terms. Day-to-day operations of the Village are the responsibility of the Village Administrator.

### **1) Introduction**

The Village of Libertyville is seeking proposals from qualified consultants for a Streetlight Replacement Assessment to determine the schedule and order of Village streetlights to be replaced.

### **2) Selection of Consultant**

The selection of a consultant will occur as a result of a thorough process. After review of each proposal and respondents' qualifications by the Director of Public Works, Village Engineer, Deputy Director of Public Works and Superintendent of Public Works, a short list will be created and those firms will be required to make a presentation detailing their qualifications to staff. The staff will recommend to the Village Board for approval the best firm to perform the work. The Assistant Director of Public Works will serve as the Village's liaison for the project.

### **3) Scope of Services**

The Village of Libertyville is seeking to a suitable replacement schedule for approximately 2,275 streetlights whose condition has deteriorated over time. Streetlight replacement and maintenance are critical components of the Village's streetlight asset management approach. The Village is seeking the consultant to provide a representative sample of each neighborhood/subdivision.

Village streetlights have been broken down into four categories: Refer to Exhibit C.

The primary scope of services to be rendered includes the following:

- a. Attend a kickoff meeting and obtain necessary data from Village staff.

- b. Schedule project progress meetings as needed to ensure proper coordination of Consultant and Village work throughout the entire design process. The Consultant will run the meetings, providing minutes and action items. The Consultant shall coordinate their efforts with any other needed agencies, various Village service units, private utility companies, other formal and informal committees, and the public.
- c. Perform field inspection and inventory of streetlights within the Village. Streetlight pole replacement schedules/priority will be based on a visual inspection of the pole and luminaire to determine condition and age. Inspection must also include condition of wiring and conduit, if visible during inspection.

It needs to be assumed that the wiring and conduit are the same age as the light poles so an allowance for wiring and conduit replacement will need to be included in the pole replacement cost.

- d. Provide recommendation for a 15-year streetlight replacement program with the aim of minimizing mobilization and logistical challenges.
- e. The Village desires to limit the replacement streetlights to the following:
  - Residential: 12' Town and Country
  - Central Business District: Hapco 24' Mast Arm
  - Central Business District: Sternberg 14.5' Post Top
  - Arterials: 30' Aluminum Pole with Mast Arm  
(See attached details – Exhibit B)
- f. All replacement lights will utilize LED (light emitting diode) fixtures.

*The Village is willing to consider other approaches and/or elements not listed above.*

**The successful consultant shall be prepared to fulfill the following service requirements, as deemed necessary by the Village:**

- g. Conduct bi-weekly project briefing/planning meetings with the Village.
- h. Submit bi-weekly progress reports throughout the duration of the project.
- i. Meet with other Village staff as necessary to obtain input and feedback relative to the collection of data.
- j. Provide a final recommendation report to identify streetlights to be replaced in a specific fiscal year in a specific geographic location (i.e. Riva Ridge Subdivision, the annual road rehabilitation locations, etc.), provide recommended streetlight aesthetics appropriate to the geographic location, and provide a cost to replace each type of streetlight currently

used in the Village with adjusted cost for future fiscal years. The report must contain an extensive summary that highlights the report recommendations.

- k. Final presentation to the Village Board at a Committee of the Whole meeting.

#### 4) Instructions for Submitting Proposals

All respondents to the RFP must include the following as part of their submittal:

- a. *Scope of Services*: All respondents must submit a narrative describing the proposed scope of work for the performance of this project. The scope of work shall include the proposed process and methods to assure quality, cost, and schedule control. All supporting studies, models, and assumptions must be submitted to the Village as part of the proposal. The Village anticipates modifying, where appropriate, the objectives and/or scope of services listed in this RFP based on the firm's experience and expertise in completing similar projects.
- b. *Qualifications of Team*: To demonstrate technical competence, the proposal shall describe the firm's and project manager's previous experience on projects of comparable complexity, size, scope and discipline undertaken during the past five years (minimum of three) and provide five references (at least three local government preferred), including the name, address, and telephone number of a contact person. Clearly identify all firm staff that will participate in this project including the project manager and a statement of qualification of any sub-consultants. Examples of prior projects may be included as an addendum to the proposal.
- c. *Timetable of Project*: All respondents must include a detailed schedule of how the firm will accomplish each major component of the scope of services. All meetings that need to be scheduled should be built into the timeline (e.g. initial meeting with staff to review project schedule, presentations to the Board, etc.). **The timetable should include an initial start during the week of June 1, 2021 with completion to be anticipated by December 31, 2021.**
- d. *Cost of Services*: The cost of services must be included in a separate, sealed envelope with appropriate detail reflecting all costs. The firm is required to **separate cost** by the major components of the process. **Do not include any reference to fees in the body of your RFP response.** Failure to comply with this provision may result in disqualification of your firm. Do not include a cost proposal with the e-mailed version of the proposal.

The Village reserves the right not to fund any portion of the firm's proposal. The cost should be a "not-to-exceed" figure based on the estimated level of effort to be spent on each task. The cost proposal should also list, by partner and firm staff level, hourly billing rates to be charged should the Village of Libertyville expand the scope of the project or require additional services

## 5) Selection Process

The Village will select a firm on the basis of its ability to respond to the RFP requirements, the qualifications and expertise of the team working on this project, past performance on similar projects, the time required to complete the project, methodology, and the firm's willingness to negotiate and execute an acceptable written agreement. RFP's will be scored in the following manner:

- 35 points- Scope of Services
- 25 points- Qualifications of Team
- 25 points- Timetable of Project
- 15 points- Cost of Services

Total- 100 Points

*(Maximum point value for each category)*

The Village reserves the right to reject any, some, or all proposals and supporting material and to request written clarification of any portion or section of proposals and support materials. The Village reserves the right to negotiate with more than one potential respondent after the submission of all proposals. The Village also reserves the first right-of-refusal to work with any sub-consultant proposed by the firm.

After a review of the proposals submitted by respondents to this RFP, the Village's selection team will create a short list of the firms that meet the requirements outlined in this RFP, and these firms will be required to make a presentation detailing their qualifications to the staff. Based on these interviews, staff will recommend to the Board the firm that is the best fit for this project and recommend approval.

All proposals will be afforded fair and equal treatment with respect to any opportunity for discussion and revision. Any such revision may be permitted after submission and prior to award for the purpose of obtaining the best and final offer at the discretion of the Village. When conducting discussions, the Village will not disclose information from proposals submitted by competing firms.

## 6) Selection and Planning Process Timelines

The timeline for selecting a facilitator is as follows:

Item	Date
Questions Submitted by 4:00 pm	April 7, 2021
Deadline for Proposal Submission	April 16, 2021
Village Board Approval Sought	May 11, 2021

Project Commences	June 1, 2021
Project Completion Date	December 31, 2021
Anticipated Presentation to the Village Board	December 2021

**7) Questions**

Questions regarding the RFP must be submitted by 4:00 p.m. on April 7, 2021. A summary response will be provided to all RFP holders on April 12, 2021, by 4:00 p.m. All questions regarding this RFP, or the process should be directed to Laura Ditanto, Assistant Director of Public Works at [lditanto@libertyville.com](mailto:lditanto@libertyville.com).

**8) Submittal Deadline**

Five (5) copies of the proposal and one electronic copy must be received by the Village (200 E. Cook Avenue, Libertyville, IL 60048) on or before 4:00 p.m., by April 16, 2021. Each proposal must be submitted with all required documentation. Electronic submissions shall be submitted to Laura Ditanto, Assistant Director of Public Works at [lditanto@libertyville.com](mailto:lditanto@libertyville.com).

**9) Services Provided by Village of Libertyville Staff**

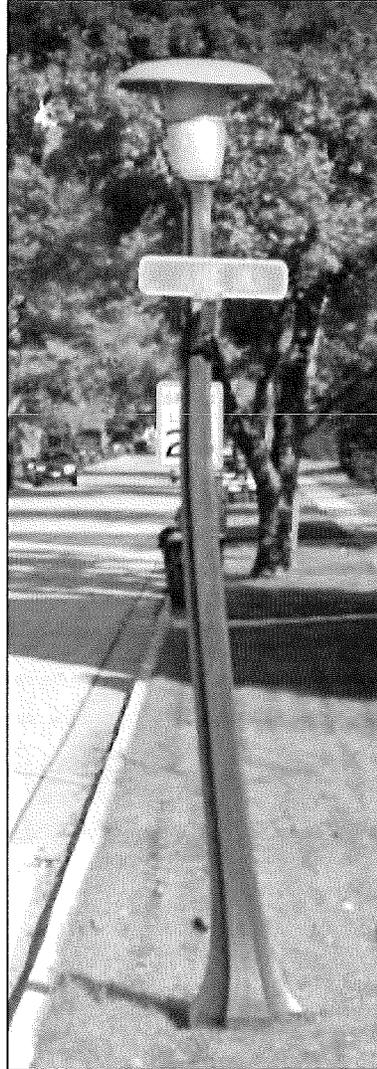
The Assistant Director of Public Works will serve as the liaison for this project with assistance from the Director of Public Works, Village Engineer, Deputy Director of Public Works, and Superintendent of Public Works. Staff will provide all existing documentation upon request by the consultant and coordinate the availability of staff based on their work schedules.

Exhibit A  
Photos of Current Village Streetlights

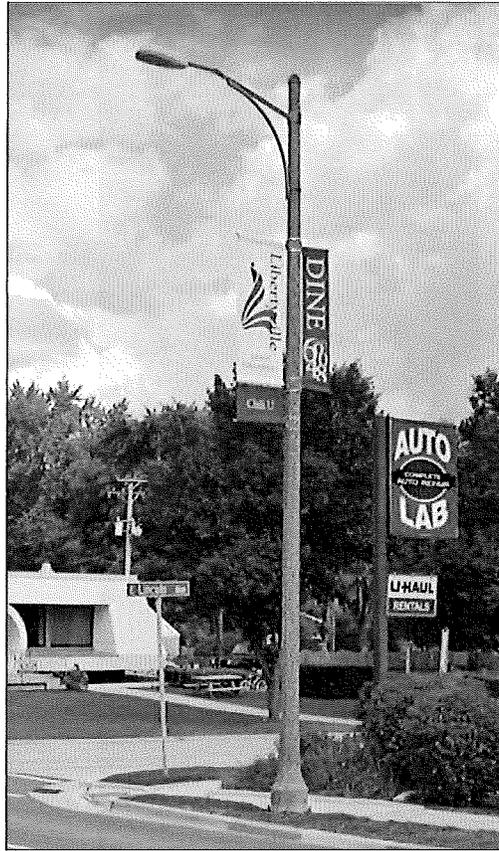
Riva Ridge Drive



Crane Blvd and Drake Street



S. Milwaukee Avenue & E. Lincoln Avenue



Liberty Bell Lane

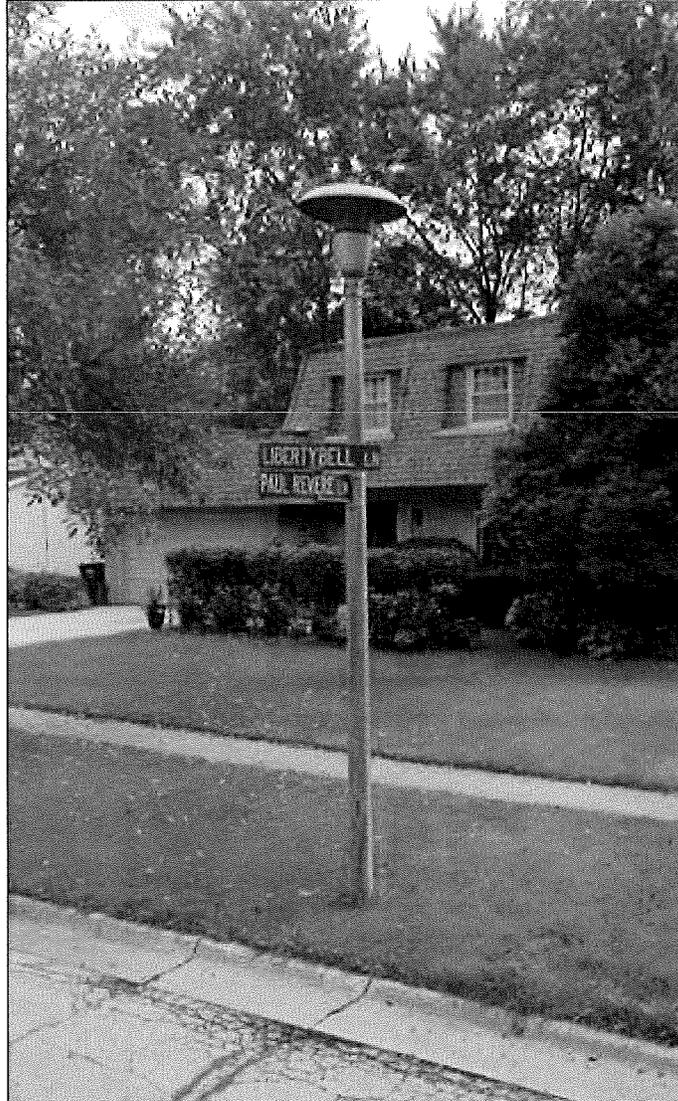


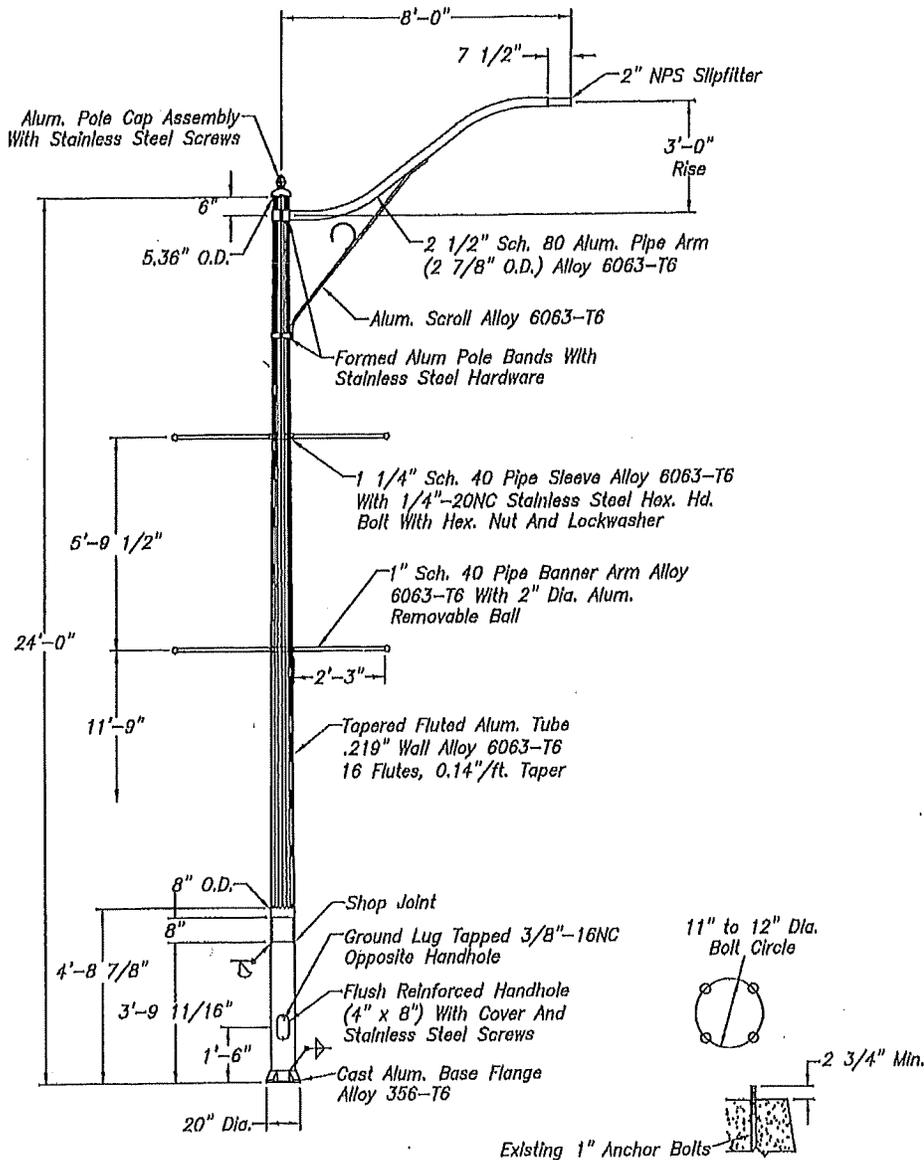
Exhibit B  
Details of Replacement Streetlights

*(fixture heads will be LED – not HP Sodium or Metal Halide)*

Notes:

- 1) Shaft and bracket heat treated to T6 temper after welding.
- 2) Customer to specify powder coat finish.

Central Business District:  
Hapco 24' Mast Arm



SKJKOPP60456A

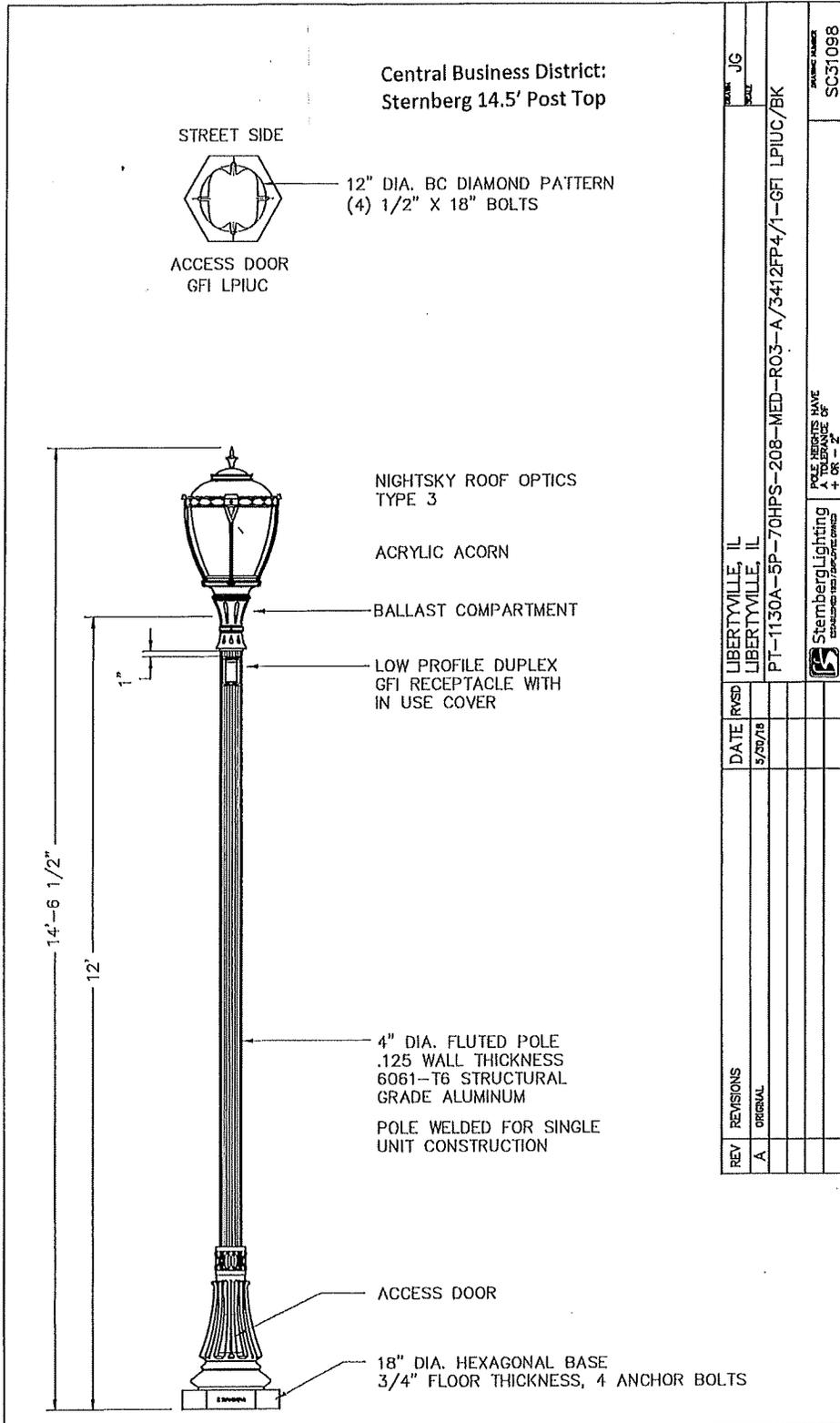
Ref: 34762

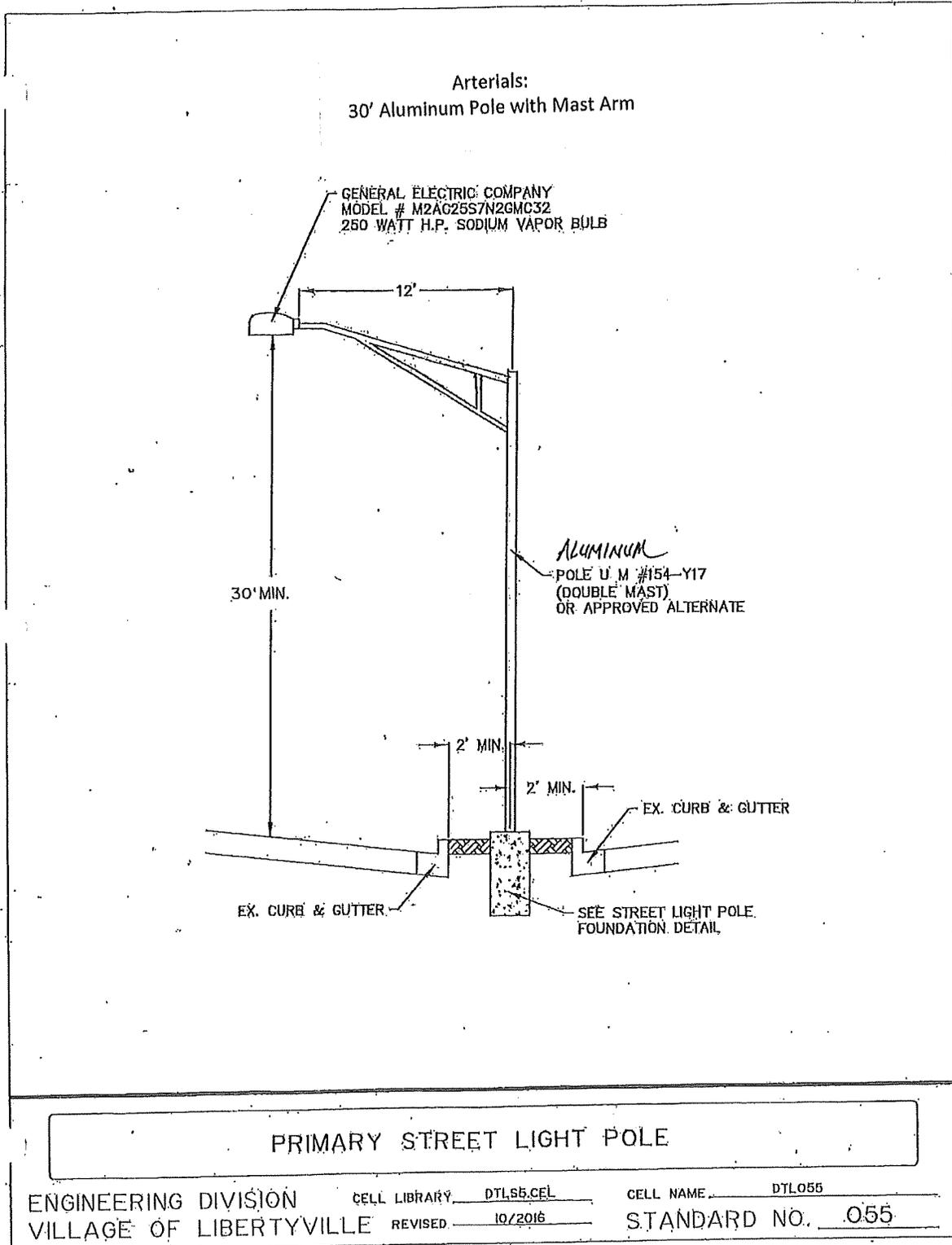
NO.	REVISIONS	DATE



WARNING: DO NOT INSTALL LIGHTING POLES WITHOUT LUMINAIRES

TITLE DECORATIVE LIGHTING POLE	
CUSTOMER	
SCALE NTS	DATE 12/4/2020
BY JDK	DWG. NO.
CHK'D	SKJKOPP60456A





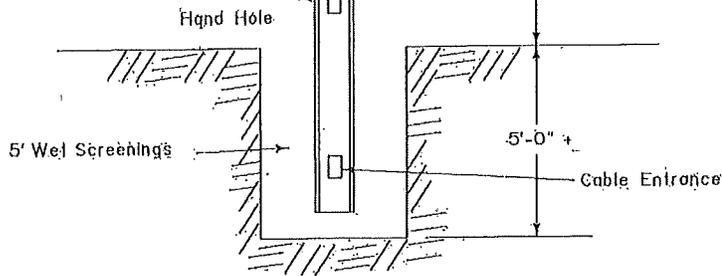
Residential:  
 12' Town and Country

General Electric Co. Town and Country; TC100 with Deluxe White Lamp - 70W HPS Vapor and Lexan Lenses

G.E. Photocell on First Pole (Service Pole Only) of Each Circuit. Install Shorting Caps on Remaining Luminaires

1" Diameter uniduct Parallel to the curb Lines With Two No. 6 AWG Standard Conductor Copper Cable, Neoprene Jacketed U.S.E. Type Hazard Style RR Hazardsheath, 600 Volt Cable in 1 1/4" I.D. Uniduct Buried 4" Behind Curb, 24" Deep, 2" Dia. Galvanized Rigid Steel Conduit Sleeve Shall be Placed 30" Deep Under Pavement and Extended 18" Past Limits of Drives, Pavement, Sidewalks, Etc.

American Concrete Co. 901-B12 or Approved Equal



RESIDENTIAL STREET LIGHT

Issued	8-23-1989	
By	Revised	Date
PDS		

VILLAGE OF LIBERTYVILLE  
 DEPARTMENT OF PUBLIC WORKS  
 ENGINEERING DIVISION

Approved by:
RSR

DTL034  
 DTL54.CEL

STANDARD NO. 034

Exhibit C  
Streetlight Classifications

**Table**

<b><i>Type</i></b>	<b><i>Description</i></b>	<b><i>Quantity</i></b>
A	Residential, GE TC100, 12' hexagonal concrete direct bury pole, 100 w. MV or 70w. HPS, Eng Std. No. 34	1,132
B	Residential, TC100 or Saucer type, 12' decorative concrete or metal pole, 100 w. MV or 70 w. HPS	377
C	Decorative downtown, Sternberg Ripon A, 12' Decorative alum. pole, 100 w. MV or 70 w. RPS, Eng. Std. No. 030.	265
D	Decorative residential, Evanston style, 12' direct bury decorative alum. pole, 70w. HPS.	95
E	Commercial, Crouse Hinds RSL or Spaulding DLR, 29' anodized alum. pole, 150 w. - 250 w. HPS., Eng. Std. No. 033.	169
F	Commercial, GE Cobra, 6' and 8' arm, 29' alum. pole, 200w.+ MV or HPS	104
G	Decorative Downtown Commercial, Sternberg, 8' arm, 26' Decorative alum. pole, 150 w. - 250 w. HPS.	43
H	Commercial, GE Cobra, 8' mast arm, 29' concrete pole, 150 w. RPS to 400 w. MV.	55
J	Commuter, Round cutoff, 29' direct bury concrete pole, 400 w. MV.	11
K	Decorative Bollards, Sternberg Georgetown, 70 w. HPS	11
R	ComEd-owned streetlights mounted on utility poles and billed to Village on Rate 23.	227
X	Controller Cabinets	
	<b>Total*</b>	<b>2,489</b>

\*Note: Includes Rate 23 and excludes controllers

Notes:

- 1) All circuits are 120 v. or 240 v.
- 2) All commercial poles are anchored on 24" diameter reinforced concrete bases.
- 3) All circuits are photocell controlled.
- 4) All circuits are fed from ComEd, billed as Rate 25.

## Agreement for Professional Services Streetlight Replacement Assessment

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

### **I. Project Understanding**

GHA proposes to conduct a visual inspection, rating and cataloging of all Village streetlights within the Village limits. There are approximately 2,275 features that will require inspection and identification in the report. Each streetlight will be assigned a condition rating and the fixture and pole type will be cataloged. Each streetlight will have the luminaire identified, the condition of the pole documented, and any exposed wiring will be inspected. We will develop a rating system along with Geary Electric and review this with the Village prior to starting the inspections.

Although the Village is not interested in collecting GIS data for the street poles our office has found utilizing this technology to do inspections drastically speeds up the collection process and enables a fluid approach to the inspections, especially if it is repeated in the future to update the 15 year plan. Our office will make this data available to the Village for inclusion in their GIS by the Villages GIS consultant MGP.

GHA will prepare a condition and streetlight rating survey of the entire public road system within the Village. A ranked listing of the roads, subdivisions or "project areas" will be prepared. From this, a priority-based rehabilitation program will be developed for both long-range covering either a 15-year period, and a short-range program for streetlight in need of immediate repair. Recommendations will be made for specific improvements and construction cost estimates will be included.

At the conclusion of the process the findings and recommendations will be presented to the Village Board at a Committee of the Whole meeting.

### **II. Scope of Services**

The streetlight rating survey will be completed by means of visually evaluating each streetlight. Each streetlight will be assigned a condition rating for both the luminaire and the pole. The pole and luminaire type will be identified, a picture of the streetlight will be tied to the GIS data, and any exposed wiring will be inspected and noted in the report.

These reports will be tied to the GPS location of each light pole and can be furnished to the Village for inclusion into their GIS database at the Village's request.

Upon completion of the field work we will review the data and condition assessments geographically throughout the Village. The data will be used within a GIS database to create geographic maps identifying the anticipated yearly replacement programs. Unit price increases will be projected over the next 15-years based on an estimated inflation rate. The cost of construction materials has vastly outpaced the rate of inflation recently. For the purposes of this report we anticipate utilizing a rate of 5%; this can vary substantially depending on market conditions and raw material costs.

We will then prepare a summary report of our findings which will allow for a strategic plan and effective cost projections to rehabilitate the Village's lighting system over a 15-year period, based on available funding. Once the replacement locations for the various years are determined, we can update the database based on the anticipated year of rehabilitation.

We propose to meet with the Village staff at the following times:

- Kick-off Meeting
- Submission of "Draft" Report
- Submission of "Final" Report
- Public Meeting with the Village of Libertyville to present our findings.

#### *GIS Database:*

The rating and projected maintenance cost data from the evaluation will be integrated with the GIS data utilized in our pavement assessment report for the Village. For each streetlight assessed, the following information will be available through the GIS:

1. Evaluation Form – This will show the rating, rating factors, luminaire type, and pole type
2. Streetlight photograph attachment
3. Estimated cost for rehabilitation
4. Programmed rehabilitation year
5. Streetlights will also be assigned a street to better organize and catalog the data

The GIS database is a very robust, efficient, and refined dataset that will allow streetlights to be grouped via roadways, subdivisions, or other geographic areas for inclusion into yearly programs to be revised efficiently, with all associated data automatically updated.

This database will be able to produce color exhibits (suitable for public hearings) that will clearly show which streetlights are proposed for each year. In addition, the exhibits could be made available online for use by Village staff.

### **III. Services Not Included**

The following services are not included in this agreement: Should additional services be required beyond those outlined in *Section II: Scope of Services* of this Agreement, GHA will request written authorization prior to commencing the work.

1. Construction documents and/or engineering plans.
2. Meetings with public officials, agencies, or architects, attendance at public hearings, expert witness testimony, unless otherwise noted in our scope of services;
3. Permit fees or review fees;
4. Retaining wall, structural tank, pole design, or other design requiring the services of a structural engineer;
5. Preparation and submission of a geotechnical investigation and report, environmental and/or wetland investigations, wetland mitigation and/or preservation, and tree identification (by an arborist);

6. Site lighting photometrics;
7. Evaluation of private streetlights.

#### **IV. Project Schedule**

Upon authorization, GHA will commence with this streetlight evaluation. We anticipate the field work being completed within 2 months from authorization, and that a draft of our report/findings will be submitted for your review six (6) weeks after that. We will be able to finalize our report within two weeks from receipt of any comments from the Village.

#### **V. Key Personnel**

Mr. Brian Wesolowski PE, CFM, Senior Engineer will oversee the project. He will be assisted by Gregory Newton, GISP, Jon Zuhr (lighting designer), Charles Bodden, Geary Electric Staff, and other professional staff as needed.

#### **VI. Project Experience**

Although GHA has not performed a streetlight assessment CIP plan like the project the Village is contemplating, our office is well versed in multiyear CIP improvement plans. Our office performs numerous multi-year CIP plans every year for Municipalities, School Districts, Park Districts, and private property owners. We have recent experience designing municipal lighting systems with projects in the Village of Lincolnwood and the Village of Skokie. These projects involved detailed photometric plans for submittal and review by IDOT.

With the addition of Geary Electric's Staff to our team who has years of experience working the Village, our lighting design experience, and knowledge in preparation of these multi-year programs we feel we are well equipped to serve the Village and to provide a successful report, like the recently completed pavement assessment.

We are also uniquely qualified to perform this work including Charles Bodden on our team. Charles has extensive experience with operating and maintaining the Village of Libertyville lighting system from his tenure with the Village.

#### **VII. General Conditions**

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

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

Streetlight Replacement Assessment - Village of Libertyville  
 Manhour Estimate of Consultant Services  
 Gewalt Hamilton Associates, Inc.

Principal \$222	CE VI \$190	CE V \$186	CE IV \$184	CE III \$165	CE II \$155	CE I \$135	LS IV \$158	LS III \$136	LS II \$132	LS I \$124	GISP III \$165	GISP II \$144	GISP I \$134	ET V \$184	ET IV \$140	ET III \$128	ET II \$112	ET I \$84	AD I \$68	Total Hours	Fee
<b>I. Field Work - 2275 Features</b>																					
			4								4				4		120			12	\$ 1,956
															16		16	16		136	\$ 15,680
											8						16	16		40	\$ 4,456
											4							8		12	\$ 1,332
			2								2				2		2	2		10	\$ 1,370
	0	0	6	0	0	0	0	0	0	0	18	0	0	0	22	0	138	28	0	210	\$ 24,794
<b>II. Final Report and EOPC Preparation</b>																					
											4							20		24	\$ 2,340
			2											10						12	\$ 1,788
	4		20								5			20						48	\$ 8,065
	4		4																	8	\$ 1,496
			1								2			4				4		11	\$ 1,410
			6								3			6						15	\$ 2,439
	0	8	0	33	0	0	0	0	0	0	14	0	0	40	40	0	0	24	0	119	\$ 17,518
<b>III. Subconsultants</b>																					
														40						40	\$ 5,600
	0	0	0	0	0	0	0	0	0	0	0	0	0	40	40	0	0	0	0	40	\$ 5,600
	0	8	0	39	0	0	0	0	0	0	32	0	0	102	102	0	133	50	0	369	\$ -
																				798	\$ 47,912
<b>Reimbursable Expenses</b>																					
																					\$ 1,500
<b>Total Labor + Reimbursables</b>																				\$	<b>49,412</b>

**AGREEMENT BETWEEN THE VILLAGE OF LIBERTYVILLE AND  
GEWALT HAMILTON ASSOCIATES, INC.  
FOR PROFESSIONAL SERVICES  
STREETLIGHT REPLACEMENT ASSESSMENT**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021, between the Village of Libertyville, 118 W. Cook Avenue, Libertyville, IL 60048 (hereinafter referred to as the “Village”), and Gewalt Hamilton Associates, Inc., 625 Forest Edge Drive, Vernon Hills, Illinois 60061 (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. Certificates of insurance and related endorsements, attached hereto as Exhibit A.
- B. The Scope of Services and Fee Schedule 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 work in accordance with the Scope of Services and Fee Schedule set forth in Exhibit B (hereinafter referred to as the “Services”).
- B. Consultant represents that all employees utilized by Consultant are fully qualified, trained (and where appropriate) licensed to perform the Services.
- C. Consultant warrants it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the Village shall have the right without liability to declare this Agreement null and void.
- D. All plans and other documents furnished by the Consultant pursuant to this Agreement will be endorsed by a professional engineer and will show a professional seal where such is required by law.

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

### **SECTION 3: PAYMENT FOR SERVICES**

Consultant shall submit invoices for all Services performed on a monthly basis. All invoices shall describe, with particularity, the Services performed. The Village shall have no obligation to make any payments until such time as Village accepts performance as satisfactory. The invoices for Services will show: 1) Employee hours and the applicable hourly rate (Hours x Hourly Rate) for a specific task as outlined in Exhibit B; 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: \$49,412.00 in accordance with Exhibit B, 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 work shall be completed no later than **December 31, 2021**, 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 B, 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 A and shall be furnished to the Village before starting work or within ten (10) days after the execution of this agreement.

### A. Insurance Services Office Commercial General Liability

1. *Minimum Limits and form:*
  - \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
  - \$1,000,000 per occurrence for personal injury.
  - \$2,000,000 general aggregate, minimum; or a project/contract specific aggregate of \$1,000,000.
  - Shall be provided on an occurrence policy form.
2. *Additional Insured Endorsement:* The Village, its officials, agents, employees and volunteers are to be covered as additional insureds, on a form at least as broad as the endorsement ISO Additional Insured Endorsement CG 2010, CG 2026, or if requested by the Village, CG2037 - Completed Operations, as respects: liability arising out of the Consultant's work, including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.
3. The Consultant's insurance coverage shall be primary as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.
4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.
5. The Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that contractor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant shall be required to name the Village, its officials, agents, employees and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.

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

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

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

C. Workers' Compensation and Employers' Liability

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

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

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

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

- A. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village.
- B. *Deductibles and Self-Insured Retentions:* Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the member, its officials, agents, employees and volunteer; or the Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.
- C. The specifications may require higher limits or additional types of insurance coverages than shown above and the Consultant WILL be required to furnish a certificate of insurance, copy of additional insured endorsement or other proof of insurance coverages.
- D. The Consultant shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds (Exhibit A), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are

to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village and are to be received and approved by the Village before any work commences. The Village reserves the right to request fully certified copies of the insurance policies and endorsements.

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

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

## **SECTION 6: INDEMNIFICATION**

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

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

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

## **SECTION 7: COMPLIANCE WITH LAWS**

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

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

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

**SECTION 8: SAFETY AND LOSS PREVENTION**

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

**SECTION 9: NOTICE**

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

To the Village:  
Village of Libertyville  
118 W. Cook Avenue  
Libertyville, IL 60048  
Attention: Paul Kendzior  
[pkendzior@libertyville.com](mailto:pkendzior@libertyville.com)

To the Consultant:  
Todd Gordon, P.E.  
Director of Construction Services  
625 Forest Edge Drive  
Vernon Hills, Illinois 60061  
[tgordon@gha-engineers.com](mailto:tgordon@gha-engineers.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 work in accordance with accepted standards of other parties in the same field as Consultant. The Consultant shall perform all of the provisions of this Agreement with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- B. The Consultant shall be responsible for the accuracy of its professional services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The Village's acceptance of any of the Consultant's professional services shall not relieve the Consultant of its responsibility to subsequently correct any such errors or omissions.
- C. The Consultant shall respond to the Village's notice of any errors and/or omissions within 24 hours. The Consultant shall be required to visit the Services site if directed by the Village.
- D. The Consultant shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

## **SECTION 12: DRAWINGS AND DOCUMENTS**

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

## **SECTION 13: SUCCESSORS AND ASSIGNS**

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

**SECTION 14: FORCE MAJEURE**

Neither the Village nor the Consultant shall be liable for any delay or failure in performance of any part of this Agreement if due to a cause beyond its control and without its fault or negligence including, without limitation: (1) acts of nature; (2) acts or failure to act on the part of any governmental authority other than the Village or Consultant, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; (3) acts or war; (4) acts of civil or military authority; (5) embargoes; (6) work stoppages, strikes, lockouts, or labor disputes; (7) public disorders, civil violence or disobedience; (8) riots, blockages, sabotage, insurrection or rebellion; (9) epidemics; (10) terrorist acts; (11) fires or explosions; (12) nuclear accidents; (13) earthquakes, floods, hurricanes, tornadoes, or other similar calamities; (14) major environmental disturbances; or (15) vandalism.

**SECTION 15: CAPTIONS AND HEADINGS**

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

**SECTION 16: GOVERNING LAW**

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

**SECTION 17: ENTIRE AGREEMENT**

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

**SECTION 18: SEVERABILITY**

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

**SECTION 19: AUTHORITY TO EXECUTE**

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

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

**VILLAGE OF LIBERTYVILLE**

**CONSULTANT:**

By: \_\_\_\_\_  
Printed \_\_\_\_\_  
Name: \_\_\_\_\_  
  
Title \_\_\_\_\_  
  
Date \_\_\_\_\_

By: \_\_\_\_\_  
Printed \_\_\_\_\_  
Name: \_\_\_\_\_  
  
Title \_\_\_\_\_  
  
Date \_\_\_\_\_

**EXHIBIT A**  
CERTIFICATES OF INSURANCE AND RELATED ENDORSEMENTS



(Example)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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(es) must 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  Name of Insurance Broker	CONTACT NAME: Producer/Ins. Broker Contact Info.	
	PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
INSURED  Name of Contractor	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Name of Insurance Company	Completed
	INSURER B: Name of Insurance Company	Completed
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	Policy Number Inserted	Policy Start Date	Policy Start Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			Policy Number Inserted	Policy Start Date	Policy Start Date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____	Y	Y	Policy Number Inserted	Policy Start Date	Policy Start Date	EACH OCCURRENCE \$ Per Request AGGREGATE \$ Per Request
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Policy Number Inserted	Policy Start Date	Policy Start Date	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Professional Liability (other specialty coverages as requested.)			Policy Number Inserted	Policy Start Date	Policy Start Date	\$1,000,000 per occurrence or as requested.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

List project number, location and description.  
 No additional endorsements limit coverage to additional insured beyond terms of actual additional insured endorsement (CG 2010 or CG 2026).  
 Coverage to additional insured is primary and non-contributory. Additional Insured: Member, its officials, employees, agents and volunteers.  
 Member named as cancellation notice recipient.

CERTIFICATE HOLDER CANCELLATION

Village of Libertyville 118 W. Cook Avenue Libertyville, Illinois 60048	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 Signature of authorized insurance company representative
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

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

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

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

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

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

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

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

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

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

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

**EXHIBIT B**  
SCOPE OF SERVICES AND FEE SCHEDULE



## VILLAGE BOARD AGENDA SUPPLEMENT

<b>Meeting Date:</b>	May 25, 2021
<b>Agenda Item:</b>	Consideration of a Resolution to Approve a Highway Authority Agreement and a Supplemental Reimbursement and Indemnification Agreement with Libertyville, LLC (406-410 N. Milwaukee Ave.)
<b>Staff Recommendation:</b>	Approve Resolution
<b>Staff Contact:</b>	Paul Kendzior, P.E., C.F.M., Director of Public Works

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**Background:** The property at 406-410 N. Milwaukee Avenue was previously used as a dry-cleaning operation, which utilized perchloroethylene (PCE) as its dry-cleaning solvent. Due to these past operations, PCE contamination exists beneath and behind the existing building, which extends into the public alley behind these units immediately to the east.

The current property owners, Libertyville LLC, are seeking a No Further Remediation (NFR) letter from the Illinois Environmental Protection Agency (IEPA). In order to obtain this letter, Libertyville LLC is requesting a Highway Authority Agreement (HAA) with the Village. The HAA would encompass a 15-foot x 30-foot area within the public alley and stipulates that the Village will prohibit any party from utilizing groundwater within this area. The Village has water, sanitary and storm facilities in this location, and all appear to be in good working condition with no past repair history. Further details and exhibits are included in the attached HAA.

As a condition of entering into this HAA, the Village is requiring a supplemental reimbursement and indemnification agreement with Libertyville LLC in exchange for its agreement to execute the HAA. This supplemental agreement would provide the Village with the necessary means to seek reimbursements for costs incurred in handling the contaminated soils when performing necessary work on utilities or any other items within the public right-of-way.

The Village utilized the services of Huff & Huff, Inc. to review all material that has been submitted in association with this request. It is Huff & Huff's recommendation that the Village proceed with the HAA and Supplemental Agreement. A summary letter from Huff & Huff, Inc. is also attached for reference.

Staff recommends adoption of the attached Resolution to Approve a Highway Authority Agreement and a Supplemental Reimbursement and Indemnification Agreement with Libertyville, LLC and authorizes execution of the Agreements by the Village Administrator.

RESOLUTION 21-R-\_\_\_

A RESOLUTION APPROVING A HIGHWAY AUTHORITY AGREEMENT AND A  
SUPPLEMENTAL REIMBURSEMENT AND INDEMNIFICATION AGREEMENT  
WITH LIBERTYVILLE, LLC  
(406-410 North Milwaukee Avenue)

**WHEREAS**, Libertyville, LLC (“*Owner*”) is the record title owner of a parcel of real property commonly known as 406-410 N. Milwaukee Avenue, Libertyville, Illinois (“*Property*”); and

**WHEREAS**, leaks from the use of perchloroethylene, a dry-cleaning solvent, resulting from prior use of the Property as a dry-cleaning operation, have caused contamination beneath and behind the building on the Property and the public alley behind and immediately to the east of the Property (“*Right-of-Way*”); and

**WHEREAS**, Owner has initiated a corrective action program, in cooperation with the Illinois Environmental Protection Agency (“*IEPA*”), to remediate the contaminated groundwater beneath and behind the building on the Property and the Right-of-Way; and

**WHEREAS**, to complete the corrective action program in compliance with the IEPA regulations, the Owner has requested that the Owner and the Village enter into a Highway Authority Agreement, regulating (i) construction, operation, and maintenance of the Right-of-Way, and (ii) use of the ground of groundwater located beneath the Right-of-Way (“*HAA*”); and

**WHEREAS**, as consideration for the Village’s agreement to enter into the HAA, the Village and the Owner desire to enter into a separate, supplemental agreement for the reimbursement and indemnification of the Village by the Owner for costs and damages incurred by the Village in connection with the HAA (“*Supplemental Agreement*”); 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 enter into the HAA and the Supplemental Agreement (collectively, the “*Agreements*”) with the Owner;

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

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

SECTION 2: Approval of Agreements. The Board of Trustees hereby approves the Agreements, in substantially the forms attached to this Resolution as **Exhibit A** and **Exhibit B**, respectively.

SECTION 3: Execution of Agreements. The Village Administrator and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Agreements upon receipt by the Village Clerk of at least one original copy of each Agreement executed by Owner; provided, however, that if the executed copy of each 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: Effective Date. This Resolution will take effect immediately upon its passage and approval as provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this \_\_\_\_\_ day of May, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_\_ day of May, 2021.

\_\_\_\_\_  
Donna Johnson, Village President

ATTEST:

\_\_\_\_\_  
Luke Stowe, Village Clerk

EXHIBIT A

HAA

EXHIBIT B

SUPPLEMENTAL AGREEMENT



# Illinois Environmental Protection Agency

Bureau of Land • 1021 N. Grand Avenue E. • P.O. Box 19276 • Springfield • Illinois • 62794-9276

## HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 pursuant to 35 Ill. Adm. Code 742.1020 by and between the (1) Libertyville LLC ("Property Owner") [or, in the case of a petroleum leaking underground storage tank (UST), the owner/operator of the tank ("Owner/Operator")] and (2) the Village of Libertyville [Name of Entity in Control of the Right-of-Way] ("Highway Authority"), collectively known as the "Parties."

[Use this paragraph for sites with petroleum leaking underground storage tank(s)]  
WHEREAS, \_\_\_\_\_ is the owner or operator of one or more leaking underground storage tanks presently or formerly located at \_\_\_\_\_ ("the Site");

[Use this paragraph for sites that do not have petroleum leaking USTs]  
WHEREAS, Libertyville LLC is the owner of the property located at 406-410 North Milwaukee Avenue ("the Site");

**WHEREAS**, as a result of one or more releases of contaminants at the above referenced Site ("the Release(s)"), soil and/or groundwater contamination at the Site exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742;

**WHEREAS**, the soil and/or groundwater contamination exceeding Tier 1 residential remediation objectives extends or may extend into the Highway Authority's right-of-way;

**WHEREAS**, the Owner/Operator or Property Owner is conducting corrective action in response to the Release(s);

**WHEREAS**, the Parties desire to prevent groundwater beneath the Highway Authority's right-of-way that exceeds Tier 1 remediation objectives from use as a supply of potable or domestic water and to limit access to soil within the right-of-way that exceeds Tier 1 residential remediation objectives so that human health and the environment are protected during and after any access;

**NOW, THEREFORE**, the Parties agree as follows:

1. The recitals set forth above are incorporated by reference as if fully set forth herein.
2. [Use this paragraph if IEMA has issued an incident number] The Illinois Emergency Management Agency has assigned incident number(s) \_\_\_\_\_ to the Release(s).
3. Attached as Exhibit A is a scaled map(s) prepared by the Property Owner that shows the Site and surrounding area and delineates the current and estimated future extent of soil and groundwater contamination above the applicable Tier 1 residential remediation objectives as a result of the Release(s).  
[Use the following sentence if either soil or groundwater is not contaminated above applicable Tier 1 residential remediation objectives: \_\_\_\_\_ is not contaminated above the applicable Tier 1 residential remediation objectives.]
4. Attached as Exhibit B is a table(s) prepared by the Property Owner that lists each contaminant of concern that exceeds its Tier 1 residential remediation objective, its Tier 1 residential remediation objective and its concentrations within the zone where Tier 1 residential remediation objectives are exceeded. The locations of the concentrations listed in Exhibit B are identified on the map(s) in Exhibit A.

5. Attached as Exhibit C is a scaled map prepared by the Property Owner showing the area of the Highway Authority's right-of-way that is governed by this agreement ("Right-of-Way"). Because Exhibit C is not a surveyed plat, the Right-of-Way boundary may be an approximation of the actual Right-of-Way lines.
6. *[Use this paragraph if samples have not been collected within the Right-of-Way, sampling within the Right-of-Way is not practical, and contamination does not extend beyond the Right-of-Way.]* Because the collection of samples within the Right-of-Way is not practical, the Parties stipulate that, based on modeling, soil and groundwater contamination exceeding Tier 1 residential remediation objectives does not and will not extend beyond the boundaries of the Right-of- Way.
7. The Highway Authority stipulates it has jurisdiction over the Right-of-Way that gives it sole control over the use of the groundwater and access to the soil located within or beneath the Right-of-Way.
8. The Highway Authority agrees to prohibit within the Right-of-Way all potable and domestic uses of groundwater exceeding Tier 1 residential remediation objectives.
9. The Highway Authority further agrees to limit access by itself and others to soil within the Right-of-Way exceeding Tier 1 residential remediation objectives. Access shall be allowed only if human health (including worker safety) and the environment are protected during and after any access. The Highway Authority may construct, reconstruct, improve, repair, maintain and operate a highway upon the Right-of-Way, or allow others to do the same by permit. In addition, the Highway Authority and others using or working in the Right-of-Way under permit have the right to remove soil or groundwater from the Right-of-Way and dispose of the same in accordance with applicable environmental laws and regulations. The Highway Authority agrees to issue all permits for work in the Right-of-Way, and make all existing permits for work in the Right-of-Way, subject to the following or a substantially similar condition:

As a condition of this permit the permittee shall request the office issuing this permit to identify sites in the Right-of-Way where a Highway Authority Agreement governs access to soil that exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742. The permittee shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to such soil.

10. This agreement shall be referenced in the Agency's no further remediation determination issued for the Release(s).
11. The Agency shall be notified of any transfer of jurisdiction over the Right-of-Way at least 30 days prior to the date the transfer takes effect. This agreement shall be null and void upon the transfer unless the transferee agrees to be bound by this agreement as if the transferee were an original party to this agreement. The transferee's agreement to be bound by the terms of this agreement shall be memorialized at the time of transfer in a writing ("Rider") that references this Highway Authority Agreement and is signed by the Highway Authority, or subsequent transferor, and the transferee.
12. This agreement shall become effective on the date the Agency issues a no further remediation determination for the Release(s). It shall remain effective until the Right-of-Way is demonstrated to be suitable for unrestricted use and the Agency issues a new no further remediation determination to reflect there is no longer a need for this agreement, or until the agreement is otherwise terminated or voided.
13. In addition to any other remedies that may be available, the Agency may bring suit to enforce the terms of this agreement or may, in its sole discretion, declare this agreement null and void if any of the Parties or any transferee violates any term of this agreement. The Parties or transferee shall be notified in writing of any such declaration.
14. This agreement shall be null and void if a court of competent jurisdiction strikes down any part or provision of the agreement.
15. This agreement supersedes any prior written or oral agreements or understandings between the Parties on the subject matter addressed herein. It may be altered, modified or amended only upon the written consent and agreement of the Parties.
16. Any notices or other correspondence regarding this agreement shall be sent to the Parties at following addresses:

Manager, Division of Remediation Management  
Bureau of Land  
Illinois Environmental Protection Agency  
P.O. Box 19276  
Springfield, IL 62974-9276

Property Owner or Owner/Operator

Name Libertyville LLC c/o Larry Rubin

Address 3330 Dundee Road, Suite S1

City Northbrook

State Illinois

Zip Code 60062

\_\_\_\_\_  
(Contact at Highway Authority)

Address 118 West Cook

City Libertyville

State Illinois

Zip Code 60048

IN WITNESS WHEREOF, the Parties have caused this agreement to be signed by their duly authorized representatives.

[NAME OF LOCAL GOVERNMENT]

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Property Owner or Owner/Operator

Date: 5/29/10

By: 

\_\_\_\_\_  
Title

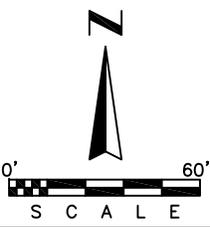
**EXHIBIT A**  
**FIGURES**



**LEGEND**

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 REMEDIATION SITE  
 BOUNDARY

**SITE LOCATION**

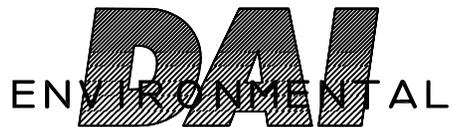
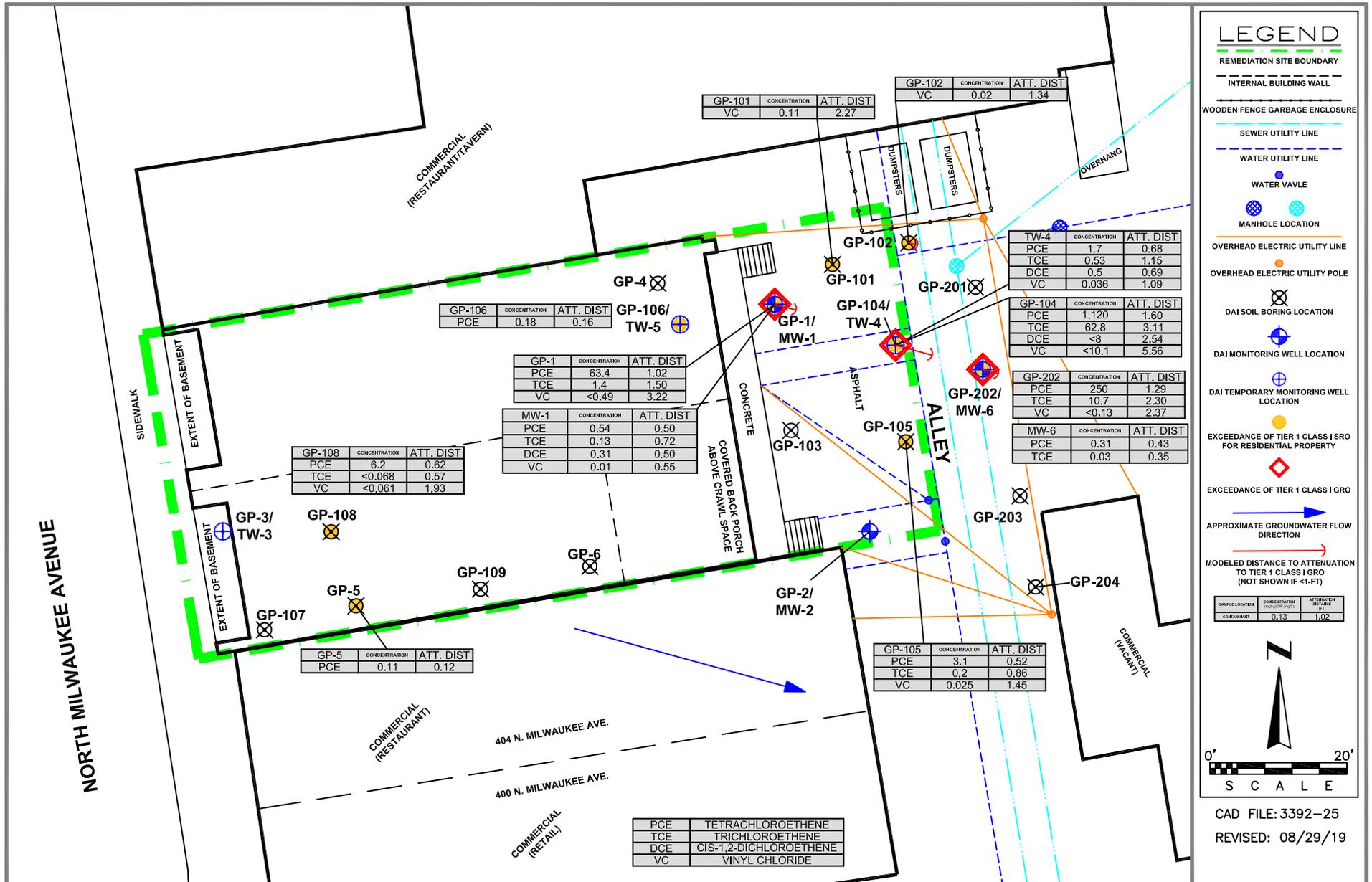


CAD FILE: 3392-02A  
 REVISED: 08/28/19

**DAI**  
 ENVIRONMENTAL

LIBERTYVILLE LLC  
 406-410 NORTH MILWAUKEE AVENUE  
 LIBERTYVILLE, ILLINOIS

EXHIBIT A1  
 AERIAL VIEW OF SITE AND  
 SURROUNDING PROPERTY USAGE  
 (2018 AERIAL TAKEN FROM GOOGLE MAPS)



LIBERTYVILLE LLC  
406-410 NORTH MILWAUKEE AVENUE  
LIBERTYVILLE, ILLINOIS

EXHIBIT A2  
SITE PLAN WITH SOIL AND GROUNDWATER  
SAMPLE LOCATIONS AND  
OBSERVED EXCEEDANCES

**EXHIBIT B**  
**TABLES**

**Table 1. Summary of Soil Sample Analyses for Volatile Organic Compounds (mg/kg)**

Volatile Organic Compound	Sample Location (Depth Interval in feet bgs)					Tier 1 Class I SRO <sup>1</sup>	Tier 1 Res Inh SRO <sup>2</sup>	Tier 1 Res Ing SRO <sup>3</sup>	Tier 1 CW Inh SRO <sup>4</sup>	Tier 1 CW Ing SRO <sup>5</sup>	Soil Saturation Limit <sup>6</sup>
	GP-1 (1-3)	GP-1 (5-7)	GP-1 (9-11)	GP-1 (13-15)	GP-1 (16.5-18.5)						
cis-1,2-Dichloroethene	<0.005	<0.16	<0.39	<0.0049	<0.0045	0.4	1,200	780	1,200	20,000	1,000
Tetrachloroethene	<b>0.07</b>	<b>26.4</b>	<b>63.4</b>	<0.0056	<b>0.067</b>	0.06	11	12	28	2,400	310
Trichloroethene	<0.0036	< <b>0.23</b>	<b>1.4</b>	<0.0035	<0.0032	0.06	5	58	12	1,200	650
Vinyl chloride	<0.0058	< <b>0.2</b>	< <b>0.49</b>	<0.0056	<0.0051	0.01	0.28	0.46	1.1	170	2,900

Volatile Organic Compound	Sample Location (Depth Interval in feet bgs)					Tier 1 Class I SRO <sup>1</sup>	Tier 1 Res Inh SRO <sup>2</sup>	Tier 1 Res Ing SRO <sup>3</sup>	Tier 1 CW Inh SRO <sup>4</sup>	Tier 1 CW Ing SRO <sup>5</sup>	Soil Saturation Limit <sup>6</sup>
	GP-2 (1-3)	GP-2 (6-7)	GP-2 (9-11)	GP-3 (1-3)	GP-3 (3-5)						
cis-1,2-Dichloroethene	<0.0048	<0.0043	<0.0044	<0.0048	<0.0044	0.4	1,200	780	1,200	20,000	1,000
Tetrachloroethene	<0.0056	<0.005	<0.0051	<0.0055	<0.0051	0.06	11	12	28	2,400	310
Trichloroethene	<0.0035	<0.0031	<0.0032	<0.0035	<0.0032	0.06	5	58	12	1,200	650
Vinyl chloride	<0.0055	<0.0049	<0.005	<0.0055	<0.005	0.01	0.28	0.46	1.1	170	2,900

Volatile Organic Compound	Sample Location (Depth Interval in feet bgs)					Tier 1 Class I SRO <sup>1</sup>	Tier 1 Res Inh SRO <sup>2</sup>	Tier 1 Res Ing SRO <sup>3</sup>	Tier 1 CW Inh SRO <sup>4</sup>	Tier 1 CW Ing SRO <sup>5</sup>	Soil Saturation Limit <sup>6</sup>
	GP-4 (2-4)	GP-5 (0-2)	GP-5 (2-4)	GP-6 (0-2)	GP-6 (2-4)						
cis-1,2-Dichloroethene	<0.0045	<0.0046	<0.0047	<0.0047	<0.0046	0.4	1,200	780	1,200	20,000	1,000
Tetrachloroethene	0.041	<b>0.11</b>	0.015 (J)	<0.0055	0.007 (J)	0.06	11	12	28	2,400	310
Trichloroethene	<0.0033	<0.0033	<0.0034	<0.0034	<0.0033	0.06	5	58	12	1,200	650
Vinyl chloride	<0.0052	<0.0053	<0.0054	<0.0054	<0.0052	0.01	0.28	0.46	1.1	170	2,900

<sup>1</sup> – Tier 1 Class I Soil Remediation Objective (SRO) taken from 35 IAC 742 Appendix B, Table A

<sup>2</sup> – Tier 1 SRO under Residential property classification for the soil inhalation route of exposure taken from 35 IAC 742 Appendix B, Table A

<sup>3</sup> – Tier 1 SRO under Residential property classification for the soil ingestion route of exposure taken from 35 IAC 742 Appendix B, Table A

<sup>4</sup> – Tier 1 SRO for the construction worker soil inhalation route of exposure from 35 IAC 742 Appendix B, Table B

<sup>5</sup> – Tier 1 SRO for the construction worker soil ingestion route of exposure from 35 IAC 742 Appendix B, Table B

<sup>6</sup> – Most stringent *Soil Saturation Limits (C<sub>sat</sub>) for Chemicals Whose Melting Point is Less than 30° C* taken from 35 IAC 742 Appendix A, Table A

**Bold** – Concentration exceeds the most stringent applicable Tier 1 SRO

Underlined – Concentration exceeds the most stringent Tier 1 Residential SRO for soil inhalation/ingestion

*Italicized* – Concentration exceeds the most stringent Tier 1 SRO for construction worker soil inhalation/ingestion

Shaded – Concentration exceeds the soil saturation limit

(J) – Concentration reported above the MDL, but below the laboratory Reporting Limit

VOCs via USEPA Method SW8260B/5035

Samples collected on August 6, 2018

**Table 1 (Continued). Summary of Soil Sample Analyses for Volatile Organic Compounds (mg/kg)**

Volatile Organic Compound	Sample Location (Depth Interval in feet bgs)					Tier 1 Class I SRO <sup>1</sup>	Tier 1 Res Inh SRO <sup>2</sup>	Tier 1 Res Ing SRO <sup>3</sup>	Tier 1 CW Inh SRO <sup>4</sup>	Tier 1 CW Ing SRO <sup>5</sup>	Soil Saturation Limit <sup>6</sup>
	GP-101 (5-7)	GP-101 (9-11)	GP-101 (13-15)	GP-102 (5-7)	GP-102 (9-11)						
cis-1,2-Dichloroethene	0.054	0.095	<0.0049	<0.0039	0.005 (J)	0.4	1,200	780	1,200	20,000	1,000
Tetrachloroethene	0.047	<0.0055	<0.0057	<0.0045	0.012 (J)	0.06	11	12	28	2,400	310
Trichloroethene	0.015	<0.0035	<0.0036	<0.0028	<0.0033	0.06	5	58	12	1,200	650
Vinyl chloride	<b>0.081</b>	<b>0.11</b>	<0.0056	<0.0045	<0.0052	0.01	0.28	0.46	1.1	170	2,900

Volatile Organic Compound	Sample Location (Depth Interval in feet bgs)					Tier 1 Class I SRO <sup>1</sup>	Tier 1 Res Inh SRO <sup>2</sup>	Tier 1 Res Ing SRO <sup>3</sup>	Tier 1 CW Inh SRO <sup>4</sup>	Tier 1 CW Ing SRO <sup>5</sup>	Soil Saturation Limit <sup>6</sup>
	GP-102 (13-15)	GP-102 (17-19)	GP-103 (5-7)	GP-103 (9-11)	GP-103 (13-15)						
cis-1,2-Dichloroethene	0.005 (J)	<0.005	<0.005	<0.0045	<0.0043	0.4	1,200	780	1,200	20,000	1,000
Tetrachloroethene	<0.0053	<0.0057	0.023	<0.0052	<0.005	0.06	11	12	28	2,400	310
Trichloroethene	<0.0033	<0.0036	<0.0036	<0.0033	<0.0031	0.06	5	58	12	1,200	650
Vinyl chloride	<b>0.02</b>	<0.0057	<0.0057	<0.0052	<0.0049	0.01	0.28	0.46	1.1	170	2,900

Volatile Organic Compound	Sample Location (Depth Interval in feet bgs)					Tier 1 Class I SRO <sup>1</sup>	Tier 1 Res Inh SRO <sup>2</sup>	Tier 1 Res Ing SRO <sup>3</sup>	Tier 1 CW Inh SRO <sup>4</sup>	Tier 1 CW Ing SRO <sup>5</sup>	Soil Saturation Limit <sup>6</sup>
	GP-103 (17-19)	GP-104 (5-7)	GP-104 (9-11)	GP-104 (13-15)	GP-104 (17-19)						
cis-1,2-Dichloroethene	0.015	0.35	<b>5.6</b>	<b>&lt;8</b>	<0.078	0.4	1,200	780	1,200	20,000	1,000
Tetrachloroethene	0.019	<b>0.1</b>	<b>378</b>	<b>1,120</b>	<b>12.2</b>	0.06	11	12	28	2,400	310
Trichloroethene	0.0049 (J)	0.028	<b>29</b>	<b>62.8</b>	<b>0.81</b>	0.06	5	58	12	1,200	650
Vinyl chloride	<0.0049	<b>0.018 (J)</b>	<b>&lt;2</b>	<b>&lt;10.1</b>	<b>&lt;0.099</b>	0.01	0.28	0.46	1.1	170	2,900

<sup>1</sup> – Tier 1 Class I Soil Remediation Objective (SRO) taken from 35 IAC 742 Appendix B, Table A

<sup>2</sup> – Tier 1 SRO under Residential property classification for the soil inhalation route of exposure taken from 35 IAC 742 Appendix B, Table A

<sup>3</sup> – Tier 1 SRO under Residential property classification for the soil ingestion route of exposure taken from 35 IAC 742 Appendix B, Table A

<sup>4</sup> – Tier 1 SRO for the construction worker soil inhalation route of exposure from 35 IAC 742 Appendix B, Table B

<sup>5</sup> – Tier 1 SRO for the construction worker soil ingestion route of exposure from 35 IAC 742 Appendix B, Table B

<sup>6</sup> – Most stringent *Soil Saturation Limits (C<sub>sat</sub>) for Chemicals Whose Melting Point is Less than 30° C* taken from 35 IAC 742 Appendix A, Table A

**Bold** – Concentration exceeds the most stringent applicable Tier 1 SRO

Underlined – Concentration exceeds the most stringent Tier 1 Residential SRO for soil inhalation/ingestion

*Italicized* – Concentration exceeds the most stringent Tier 1 SRO for construction worker soil inhalation/ingestion

Shaded – Concentration exceeds the soil saturation limit

(J) – Concentration reported above the MDL, but below the laboratory Reporting Limit

VOCs via USEPA Method SW8260B/5035

Samples collected on November 19, 2018

**Table 1 (Continued). Summary of Soil Sample Analyses for Volatile Organic Compounds (mg/kg)**

Volatile Organic Compound	Sample Location (Depth Interval in feet bgs)					Tier 1 Class I SRO <sup>1</sup>	Tier 1 Res Inh SRO <sup>2</sup>	Tier 1 Res Ing SRO <sup>3</sup>	Tier 1 CW Inh SRO <sup>4</sup>	Tier 1 CW Ing SRO <sup>5</sup>	Soil Saturation Limit <sup>6</sup>
	GP-105 (5-7)	GP-105 (9-11)	GP-105 (13-15)	GP-105 (17-19)	GP-106 (0-2)						
cis-1,2-Dichloroethene	0.12	0.22	<0.0047	<0.0052	<0.0051	0.4	1,200	780	1,200	20,000	1,000
Tetrachloroethene	0.039	<b>3.1</b>	<0.0055	<0.006	<b>0.18</b>	0.06	11	12	28	2,400	310
Trichloroethene	0.033	<b>0.2</b>	<0.0034	<0.0037	0.011 (J)	0.06	5	58	12	1,200	650
Vinyl chloride	<0.0052	<b>&lt;0.025</b>	<b>0.025</b>	<0.0059	<0.0059	0.01	0.28	0.46	1.1	170	2,900

Volatile Organic Compound	Sample Location (Depth Interval in feet bgs)						Tier 1 Class I SRO <sup>1</sup>	Tier 1 Res Inh SRO <sup>2</sup>	Tier 1 Res Ing SRO <sup>3</sup>	Tier 1 CW Inh SRO <sup>4</sup>	Tier 1 CW Ing SRO <sup>5</sup>	Soil Saturation Limit <sup>6</sup>
	GP-106 (2-4)	GP-107 (0-2)	GP-107 (2-4)	GP-108 (0-2)	GP-108 (2-4)	GP-109 (0-2)						
cis-1,2-Dichloroethene	0.033	<0.0051	<0.0051	<0.0053	<0.048	<0.0049	0.4	1,200	780	1,200	20,000	1,000
Tetrachloroethene	0.044	0.011 (J)	<0.0058	<b>0.28</b>	<b>6.2</b>	0.026	0.06	11	12	28	2,400	310
Trichloroethene	0.016	<0.0037	<0.0037	<0.0038	<b>&lt;0.068</b>	<0.0035	0.06	5	58	12	1,200	650
Vinyl chloride	<0.0057	<0.0059	<0.0058	<0.0061	<b>&lt;0.061</b>	<0.0056	0.01	0.28	0.46	1.1	170	2,900

<sup>1</sup> – Tier 1 Class I Soil Remediation Objective (SRO) taken from 35 IAC 742 Appendix B, Table A

<sup>2</sup> – Tier 1 SRO under Residential property classification for the soil inhalation route of exposure taken from 35 IAC 742 Appendix B, Table A

<sup>3</sup> – Tier 1 SRO under Residential property classification for the soil ingestion route of exposure taken from 35 IAC 742 Appendix B, Table A

<sup>4</sup> – Tier 1 SRO for the construction worker soil inhalation route of exposure from 35 IAC 742 Appendix B, Table B

<sup>5</sup> – Tier 1 SRO for the construction worker soil ingestion route of exposure from 35 IAC 742 Appendix B, Table B

<sup>6</sup> – Most stringent *Soil Saturation Limits (C<sub>sat</sub>) for Chemicals Whose Melting Point is Less than 30° C* taken from 35 IAC 742 Appendix A, Table A

**Bold** – Concentration exceeds the most stringent applicable Tier 1 SRO

Underlined – Concentration exceeds the most stringent Tier 1 Residential SRO for soil inhalation/ingestion

*Italicized* – Concentration exceeds the most stringent Tier 1 SRO for construction worker soil inhalation/ingestion

Shaded – Concentration exceeds the soil saturation limit

(J) – Concentration reported above the MDL, but below the laboratory Reporting Limit

VOCs via USEPA Method SW8260B/5035

Samples collected on November 19, 2018

**Table 1 (Continued). Summary of Soil Sample Analyses for Volatile Organic Compounds (mg/kg)**

Volatile Organic Compound	Sample Location (Depth Interval in feet bgs)					Tier 1 Class I SRO <sup>1</sup>	Tier 1 Res Inh SRO <sup>2</sup>	Tier 1 Res Ing SRO <sup>3</sup>	Tier 1 CW Inh SRO <sup>4</sup>	Tier 1 CW Ing SRO <sup>5</sup>	Soil Saturation Limit <sup>6</sup>
	GP-201 (9-11)	GP-201 (13-15)	GP-201 (17-19)	GP-202 (9-11)	GP-202 (13-15)						
cis-1,2-Dichloroethene	<0.0033	<0.0038	<0.0028	<0.0049	0.31 (J)	0.4	1,200	780	1,200	20,000	1,000
Tetrachloroethene	<0.0038	<0.0044	<0.0032	<0.0056	<u>250</u>	0.06	11	12	28	2,400	310
Trichloroethene	<0.0024	<0.0027	<0.002	<0.0035	<u>10.7</u>	0.06	5	58	12	1,200	650
Vinyl chloride	<0.0038	<0.0043	<0.0032	<0.0056	<b>&lt;0.13</b>	0.01	0.28	0.46	1.1	170	2,900

Volatile Organic Compound	Sample Location (Depth Interval in feet bgs)					Tier 1 Class I SRO <sup>1</sup>	Tier 1 Res Inh SRO <sup>2</sup>	Tier 1 Res Ing SRO <sup>3</sup>	Tier 1 CW Inh SRO <sup>4</sup>	Tier 1 CW Ing SRO <sup>5</sup>	Soil Saturation Limit <sup>6</sup>
	GP-202 (15-17)	GP-202 (19-21)	GP-203 (5-7)	GP-203 (9-11)	GP-203 (13-15)						
cis-1,2-Dichloroethene	<0.0049	<0.0049	<0.0049	<0.0049	<0.0048	0.4	1,200	780	1,200	20,000	1,000
Tetrachloroethene	0.053	0.04	<0.0057	<0.0057	<0.0056	0.06	11	12	28	2,400	310
Trichloroethene	<0.0036	<0.0035	<0.0036	<0.0036	<0.0035	0.06	5	58	12	1,200	650
Vinyl chloride	<0.0056	<0.0056	<0.0056	<0.0057	<0.0055	0.01	0.28	0.46	1.1	170	2,900

Volatile Organic Compound	Sample Location (Depth Interval in feet bgs)			Tier 1 Class I SRO <sup>1</sup>	Tier 1 Res Inh SRO <sup>2</sup>	Tier 1 Res Ing SRO <sup>3</sup>	Tier 1 CW Inh SRO <sup>4</sup>	Tier 1 CW Ing SRO <sup>5</sup>	Soil Saturation Limit <sup>6</sup>
	GP-204 (5-7)	GP-204 (9-11)	GP-204 (13-15)						
cis-1,2-Dichloroethene	<0.005	<0.0047	<0.0048	0.4	1,200	780	1,200	20,000	1,000
Tetrachloroethene	<0.0057	<0.0054	<0.0056	0.06	11	12	28	2,400	310
Trichloroethene	<0.0036	<0.0034	<0.0035	0.06	5	58	12	1,200	650
Vinyl chloride	<0.0057	<0.0054	<0.0056	0.01	0.28	0.46	1.1	170	2,900

<sup>1</sup> – Tier 1 Class I Soil Remediation Objective (SRO) taken from 35 IAC 742 Appendix B, Table A

<sup>2</sup> – Tier 1 SRO under Residential property classification for the soil inhalation route of exposure taken from 35 IAC 742 Appendix B, Table A

<sup>3</sup> – Tier 1 SRO under Residential property classification for the soil ingestion route of exposure taken from 35 IAC 742 Appendix B, Table A

<sup>4</sup> – Tier 1 SRO for the construction worker soil inhalation route of exposure from 35 IAC 742 Appendix B, Table B

<sup>5</sup> – Tier 1 SRO for the construction worker soil ingestion route of exposure from 35 IAC 742 Appendix B, Table B

<sup>6</sup> – Most stringent *Soil Saturation Limits (C<sub>sat</sub>) for Chemicals Whose Melting Point is Less than 30° C* taken from 35 IAC 742 Appendix A, Table A

**Bold** – Concentration exceeds the most stringent applicable Tier 1 SRO

Underlined – Concentration exceeds the most stringent Tier 1 Residential SRO for soil inhalation/ingestion

*Italicized* – Concentration exceeds the most stringent Tier 1 SRO for construction worker soil inhalation/ingestion

Shaded – Concentration exceeds the soil saturation limit

(J) – Concentration reported above the MDL, but below the laboratory Reporting Limit

VOCs via USEPA Method SW8260B/5035

Samples collected on May 20, 2019

**Table 2. Summary of Groundwater Sample Analyses for Volatile Organic Compounds (mg/L)**

Volatile Organic Compound	Sample Location (Sample Date)					Tier 1 Class I GRO <sup>1</sup>	Res Indoor Inhalation GRO <sup>2</sup>
	MW-1 (8/31/18)	MW-1 (9/4/18)	MW-2 (8/30/18)	MW-2 (9/4/18)	TW-3 (8/30/18)		
cis-1,2-Dichloroethene	0.023	<b>0.31</b>	<0.00027	<0.00027	<0.00027	0.07	3,500
Tetrachloroethene	<b>0.011</b>	<b>0.54</b>	<0.00033	<0.00033	<0.00033	0.005	0.091
Trichloroethene	0.0022	<b>0.13</b>	<0.00026	<0.00026	<0.00026	0.005	0.34
Vinyl chloride	<b>0.0023</b>	<b>0.01</b>	<0.00017	<0.00017	<0.00017	0.002	0.028

Volatile Organic Compound	Sample Location (Sample Date)				Tier 1 Class I GRO <sup>1</sup>	Res Indoor Inhalation GRO <sup>2</sup>
	TW-3 (9/4/18)	TW-4 (11/29/18)	TW-5 (11/29/18)	MW-6 (6/10/19)		
cis-1,2-Dichloroethene	<0.00027	<b>0.5</b>	0.018	0.0023	0.07	3,500
Tetrachloroethene	<0.00033	<u><b>1.7</b></u>	0.0032	<u><b>0.31</b></u>	0.005	0.091
Trichloroethene	<0.00026	<u><b>0.53</b></u>	0.0023	<b>0.03</b>	0.005	0.34
Vinyl chloride	<0.00017	<u><b>0.036</b></u>	0.0002 (J)	0.00024 (J)	0.002	0.028

<sup>1</sup> – Tier 1 Class I Groundwater Remediation Objective (GRO) taken from 35 IAC 742 Appendix B, Table E

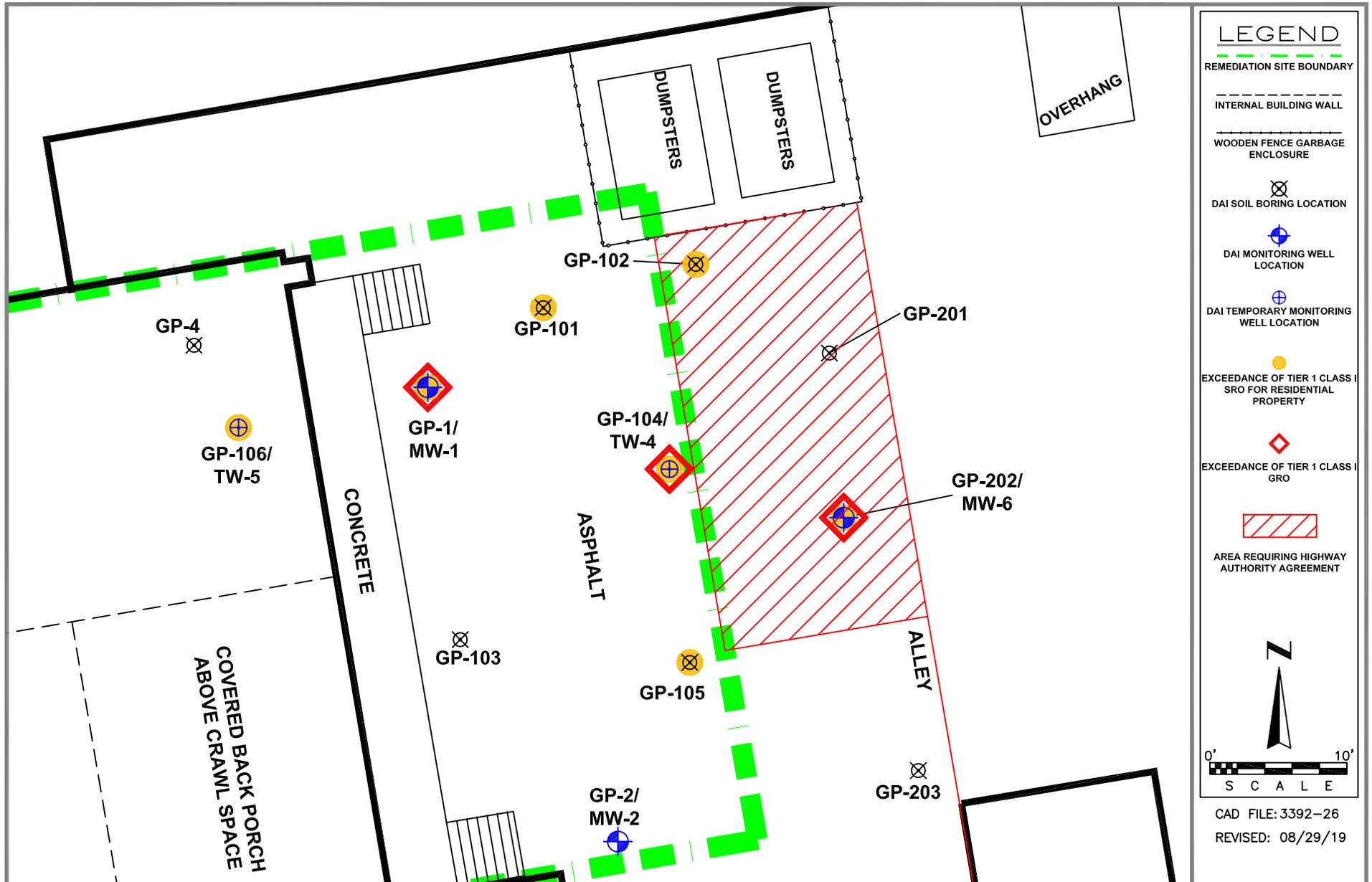
<sup>2</sup> – Indoor Inhalation GRO under Residential property classification taken from 35 IAC 742 Appendix B, Table H

**Bold** – Concentration exceeds the Tier 1 Class I GRO

Underlined – Concentration exceed the Residential indoor inhalation GRO

(J) – Concentration reported above the MDL, but below the laboratory Reporting Limit VOCs via USEPA Method SW8260B

**EXHIBIT C**  
**PROPOSED EXTENT OF HIGHWAY AUTHORITY AGREEMENT**  
**(FIGURE)**



**DAI**  
ENVIRONMENTAL

LIBERTYVILLE LLC  
406-410 NORTH MILWAUKEE AVENUE  
LIBERTYVILLE, ILLINOIS

EXHIBIT C  
PROPOSED HIGHWAY  
AUTHORITY AGREEMENT AREA

**TIERED APPROACH TO CORRECTIVE-ACTION OBJECTIVES  
SUPPLEMENTAL AGREEMENT**

This Supplemental Agreement (“Supplemental Agreement”) is entered into this 25 day of April, 2021 (“Effective Date”) by and between **Libertyville, LLC**, an Illinois limited liability corporation (“Property Owner”), and the **Village of Libertyville, Illinois** (“Village”) to establish obligations of the Property Owner as follows:

**WHEREAS**, the Property Owner represents and warrants that this Supplemental Agreement has been executed by duly authorized representatives of the Property Owner and will be binding upon the Property Owner and Village, their grantees, successors and assigns upon execution by the Village. This Supplemental Agreement shall be null and void if the Illinois Environmental Protection Agency (“IEPA”) does not approve the attached Highway Authority Agreement (“HAA”) [*Attachment 1*] as an institutional control for the Site; and

**WHEREAS**, the Property Owner is the owner of the properties commonly known as 406-410 N. Milwaukee Avenue, Libertyville, Illinois (the “Site”) and as depicted on Exhibit A of the HAA; and

**WHEREAS**, the Property Owner is pursuing corrective action within the Site and in the public alley right-of-way (“Right-of-Way”) adjacent thereto; and

**WHEREAS**, attached as Exhibit C to the HAA is a site map showing the known and probable area(s) of contaminant impacted soil and groundwater in the Right-of-Way where, at the time of this Supplemental Agreement, contaminants exceed the Tier 1 residential remediation objectives under 35 Ill. Admin. Code 742; and

**WHEREAS**, also attached as Exhibit B to the HAA are tables showing the concentration of contaminants in soil and/or groundwater within the Site and Right-of-Way, and which show the applicable Tier 1 soil and groundwater remediation objectives; and

**WHEREAS**, the Property Owner intends to request risk-based, site specific soil and/or groundwater remediation objectives from the IEPA under 35 Ill. Admin. Code 742; and

**WHEREAS**, the use of risk-based, site specific remediation objectives in the Right-of-Way may require the use of a Highway Authority Agreement as defined in 35 Ill. Admin. Code Section 742.1020; and

**WHEREAS**, the Property Owner has requested that the Village enter into a Highway Authority Agreement in the form prescribed by the IEPA, set forth in *Attachment 1*; and

**WHEREAS**, the Village, as a condition of entering into the HAA, requires certain covenants on the part of the Property Owner in exchange for its agreement to execute that form;

**NOW, THEREFORE**, the parties agree as follows:

1. The Village agrees that it will prohibit the use of groundwater as required by Paragraph 8 of the HAA. The Village further agrees that it will limit access to soil as required by Paragraph 9 of the HAA.

2. This agreement does not in any way limit the Village's authority to construct, reconstruct, repair, or maintain and operate a right-of-way upon the property identified in the HAA or to allow others to do the same. To that extent, the Village reserves the right to identify, investigate, and remove contaminated soil and/or groundwater above the Tier 1 residential remediation objectives from the right-of-way identified in the HAA and to dispose of them as it deems necessary at its sole discretion. The Property Owner shall be required to reimburse the Village for any actual costs incurred by the Village or others in so identifying, investigating, removing, storing, handling, or disposing of contaminated soil and/or groundwater, and it shall not be a defense for the Property Owner that those costs were not consistent with or required by Illinois Pollution Control Board or United States Environmental Protection Agency regulations, guidelines, or policies. Should the Property Owner not reimburse the costs identified here, the Village's obligations pursuant to paragraph one of this Agreement shall be null and void and the Village may pursue any and all remedies as may be available to the Village by law, and the Village shall void the HAA.
3. The Property Owner agrees to indemnify and hold harmless the Village, its agents and employees, and other entities using the Right-of-Way by a permit issued by the Village, for all obligations asserted against or costs incurred by them associated with the release of contaminants of concern as described in Attachment C of the HAA.
4. Violation of the terms of this Supplemental Agreement by the Property Owner, or its successor(s) in interest, may be grounds for avoidance of this Supplemental Agreement, and avoidance by the Village of the HAA.
5. No violation of a permit by a third party shall constitute a breach of this Supplemental Agreement by the Village. The Property Owner also agrees that its personnel, if any, at the Site will exercise due diligence in notifying those accessing contaminated soil in the Right-of-Way of their rights and responsibilities under this Supplemental Agreement.
6. Should the Village breach this Agreement, the Property Owner's sole remedy is for an action for damages in the Circuit Court of Lake County. Any and all claims for damages against the Village, its agents, contractors, employees or its successors in interest or others under permit from the Village arising at any time are limited to an aggregate maximum of \$20,000.00. No breach by the Village, its successors in interest or others under permit, of a provision of this Supplemental Agreement is actionable in either law or equity by the Property Owner against the Village or them and the Property Owner hereby releases the Village, its agents, contractors, employees, and its successors in interest, or others under permit from the Village for any cause of action it may have against them, other than as allowed in this paragraph, arising under this Supplemental Agreement or environmental laws, regulations, or common law governing the contaminated soil or groundwater in the Right-of-Way. Should the Village convey, vacate, or transfer jurisdiction of that Right-of-Way, the Property Owner may pursue an action under this Supplemental Agreement against the successors in interest, other than the Village, or any of its departments in a court of law.
7. This Supplemental Agreement (including attachments, addendums, and amendments) shall run with the land and be binding upon all assigns and successors in interest to the Property

Owner of the Site. The Property Owner shall cause copies of this Supplemental Agreement and the executed HAA to be recorded in the office of the Lake County Recorder of Deeds in the chain of title for the Site within thirty (30) days of execution.

8. This Supplemental Agreement is not binding on the Village until it is executed by a duly authorized representative of the Village, and prior to execution, this Supplemental Agreement constitutes an offer by the Property Owner. The duly authorized representatives of the Property Owner have signed this Supplemental Agreement, and this Supplemental Agreement is binding upon them, their successors and assigns.
9. Written notice and other communications relating to this Supplemental Agreement directed to the Village shall be sent to:

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

10. Written notice and other communications relating to this Supplemental Agreement directed to the Property Owner shall be sent to:

Libertyville LLC  
Larry Rubin  
3330 Dundee Rd  
Northbrook IL 60062

**IN WITNESS WHEREOF**, the Village of Libertyville has caused this Supplemental Agreement to be signed by its duly authorized representative:

BY: \_\_\_\_\_  
Kelly Amidei, Village Administrator  
Village of Libertyville

Date: \_\_\_\_\_

**IN WITNESS WHEREOF**, Property Owner, Larry Rubin, has caused this Supplemental Agreement to be signed by its duly authorized representative:

BY: \_\_\_\_\_

Date: 4/25/21



A Subsidiary of GZA



GEOTECHNICAL

ENVIRONMENTAL

ECOLOGICAL

WATER

CONSTRUCTION  
MANAGEMENT

915 Harger Road  
Suite 330  
Oak Brook, IL 60523  
T: 630.684.9100  
F: 630.684.9120  
www.huffnhuff.com  
www.gza.com

To: Jeff Cooper, P.E.

From: James Huff, P.E. 

Date: October 23, 2019

Subject: 406-410 North Milwaukee Ave Highway Authority Agreement

The site owners of the 406-410 North Milwaukee Avenue property (Libertyville LLC) have requested from the Village a Highway Authority Agreement (HAA) for a 15-foot by 30-foot portion of the alley behind the property. This memo explains the commitment to the Village should it sign the HAA.

Background

The subject property was historically used as a dry-cleaning operation and utilized perchloroethylene (PCE) as its dry-cleaning solvent. It is my understanding that the current owners, Libertyville LLC, was not associated with the dry-cleaning operation, but is enrolled within the Illinois EPA voluntary Site Remediation Program seeking a No Further Action Letter. PCE contamination exists beneath the building, and behind the building (east side), extending into the alley. Modeling completed by the consultants for Libertyville LLC indicates the contamination does not extend onto the property east of the alley. Securing an NFR Letter will make the property commercially viable for redevelopment.

Village Commitment Under HAA

The HAA prepared by Libertyville LLC is a standard Illinois EPA form where contamination remains under a public roadway. This HAA commits the Village to the following:

- 1) The Village will not install a water supply well within the 15 by 30-foot area.
- 2) Limit access to soils beneath this same 15 by 30-foot area. If utilities access is necessary in this area, the Village is commitment to warn the contractor of the potential to encounter PCE contamination, caution the contractor regarding taking appropriate worker safety procedures, and that any spoils excavated must be managed properly.

Discussion

There are several utilities within the subject HAA area, making removal or in situ treatment difficult. However, the contamination based on the borings appears to be 12 feet or more below ground surface. Thus, while worker safety precautions are appropriate, it is unlikely any contamination of concern will be encountered during any utility repair/replacement activity. In addition, if access spoils are generated from future construction activity, the soils will need to be tested at a cost on the order of \$1,000 for landfill characterization. Assuming a volume generated of 30 ft by 3 ft by 6 ft, that equates to 20 cu yd. Assuming the soil can be landfilled as a non-hazardous waste, the disposal cost would be on the order of \$2,000. Under the worse case scenario, the spoils excavated exceed the hazardous waste threshold, the disposal cost would be on the order of \$10,000. Given the clean analytical results, the probability of disposal as a hazardous waste would be low.



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** May 25, 2021

**Agenda Item:** Consideration of a Resolution Approving A Change Order to the Contract Between the Village of Libertyville and BCI Burke Company, LLC for the Charles Brown Park Playground Renovation

**Staff Recommendation:** Approve Resolution

**Staff Contact:** Ashley Engelmann, Deputy Village Administrator

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**Background:** On March 23, 2021 the Board of Trustees approved a contract with BCI Burke Company, LLC in the amount of \$305,222.60 for the replacement of playground equipment as well as resurfacing of the existing basketball court and striping for a joint basketball/pickleball court. Upon further review of the project with the contractor it was determined that the fencing to enclose the basketball court is unnecessary. Basketball courts are not typically enclosed with fencing and pickleball courts also do not require fencing for the game to be played. Staff is recommending increasing the size of the asphalt pad to allow for the basketball standards/hoops to be spaced to accommodate both the basketball and pickleball but not to install the fencing at this time. Should it be determined later that fencing is desired, the width of the asphalt pad would allow for the installation.

A Change Order deduction (attached, Exhibit A) in the amount of \$8,241 will provide for the increased width to each end of the court and the deduction of the fence installation. The Change Order results in an overall decrease to the contract in the amount of \$8,241 and an adjusted contract price for the project of \$296,981.60. Staff recommends approval of the attached Resolution approving the Change Order to the contract with BCI Burke Company, LLC.

RESOLUTION NO. 21-R-\_\_\_\_\_

A RESOLUTION APPROVING  
A CHANGE ORDER FOR THE CHARLES BROWN PARK PLAYGROUND RENOVATION

**WHEREAS**, on March 23, 2021 the Board of Trustees approved a joint purchase agreement for the purchase and installation of playground equipment for the Charles Brown Park replacement project in the amount of \$305,222.60; and

**WHEREAS**, upon further review of the project with the contractor it was determined that the fencing to enclose the basketball court is unnecessary due to the nature of how basketball and pickleball are played; and

**WHEREAS**, upon further evaluation of the site it was determined that a change order in the amount of a deduction of \$8,241 was necessary.; and

**WHEREAS**, a change order in the amount of a deduction of \$8,241 will provide for the increased width to each end of the court and the deduction of the fence installation; and

**WHEREAS**, the Change Order results in a decrease to the contract in the amount of \$8,241 and an adjusted contract price for the project of \$296,981.60.

**WHEREAS**, funds in the amount of \$328,000 are included in the FY 2021-2022 Budget within the Park Improvement Fund; and

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

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND 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 hereby as if fully set forth

as findings of the President and Board of Trustees.

Section 2. Change Order No. 1 is attached as Exhibit A for a deduction in the amount of \$8,241 resulting in an adjusted contract payment amount of \$296,981.60 to BCI Burke, LLC for the Charles Brown Playground Replacement Project.

Section 3. Change Order #1 is attached hereto and by this reference incorporated herein and made a part hereof, shall be and it hereby is approved.

Section 4. The resolution shall constitute the written determination required by Section 33E-9 of the Criminal Code of 1961 and shall be in full force and effect from and after its adoption.

PASSED this \_\_\_\_<sup>th</sup> day of May, 2021.

AYES:

NAYS: None

ABSENT: None

APPROVED this \_\_\_\_<sup>th</sup> day of May, 2021.

\_\_\_\_\_  
Donna Johnson, Village President

ATTEST:

\_\_\_\_\_  
Luke Stowe, Village Clerk

EXHIBIT A

Change Order No. 1





## VILLAGE BOARD AGENDA SUPPLEMENT

<b>Meeting Date:</b>	May 25, 2021
<b>Agenda Item:</b>	Consideration of a Resolution Approving an Intergovernmental Agreement with the Village of Lincolnshire for Administrative Adjudication
<b>Staff Recommendation:</b>	Approve Resolution
<b>Staff Contact:</b>	Ed Roncone, Deputy Police Chief Ashley Engelmann, Deputy Village Administrator

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**Background:** The Village utilizes Administrative Adjudication Hearings for parking, ordinance, red light, and building code violations. In addition, the Village administers hearings for the Village of Grayslake, and the Village of Green Oaks through intergovernmental agreements. In 2020, The Village of Lincolnshire approached the Village regarding utilizing the Village’s administrative adjudication process for their parking ordinance violations as well as building and zoning code violations. Staff reviewed their request with the Fire and Police Committee on January 19, 2021. The Fire and Police Committee directed staff to work with Lincolnshire to enter into an intergovernmental agreement to administer administrative adjudication hearings on their behalf. On May 10, 2021, the Village of Lincolnshire approved the attached intergovernmental agreement. The agreement provides the following:

- Lincolnshire will reimburse Libertyville for all costs associated with administering the adjudication hearing
- Two-year term, with automatic two-year renewal periods
- Lincolnshire will be provided their own separate court call one day per month at the Libertyville Village Hall
- Libertyville will provide staff to administer their hearing

Staff recommends the Village Board approve the attached Resolution and authorize the Village Administrator to execute the agreement.

RESOLUTION 21-R-\_\_\_

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF LINCOLNSHIRE FOR ADMINISTRATIVE ADJUDICATION

WHEREAS, the Village operates an administrative adjudication system for the adjudication of certain violations of Village ordinances (“*Administrative Adjudication System*”); and

WHEREAS, the Village of Lincolnshire (“*Lincolnshire*”) desires to adjudicate certain violations of its ordinances through the existing Administrative Adjudication System; and

WHEREAS, the Village and Lincolnshire desires to enter into an intergovernmental agreement for the adjudication of Lincolnshire violations through the Administrative Adjudication System (“*Intergovernmental Agreement*”); 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 enter into the Intergovernmental Agreement with Lincolnshire;

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

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

SECTION 2: Approval of Intergovernmental Agreement. The Board of Trustees hereby approves the Intergovernmental Agreement in substantially the form attached to this Resolution as **Exhibit A.**

SECTION 3: Execution of Intergovernmental Agreement. The Village Administrator and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Intergovernmental Agreement upon receipt by the Village Clerk of at least one original

copy of the Intergovernmental Agreement executed by Lincolnshire; provided, however, that if the executed copy of the Intergovernmental 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: Effective Date. This Resolution will be in full force from and after its passage and approval in the manner provided by law.

PASSED this \_\_\_\_\_ day of May, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_\_ day of May, 2021.

\_\_\_\_\_  
Donna Johnson, Village President

ATTEST:

\_\_\_\_\_  
Luke Stowe, Village Clerk

EXHIBIT A  
INTERGOVERNMENTAL AGREEMENT

INTERGOVERNMENTAL AGREEMENT - 2297  
BETWEEN AND AMONG THE VILLAGES OF LINCOLNSHIRE AND LIBERTYVILLE  
CONCERNING ADMINISTRATIVE ADJUDICATION

THIS INTERGOVERNMENTAL AGREEMENT ("**Agreement**") is made and entered into as of the 10th day of May, 2021 ("**Effective Date**"), between and among the **VILLAGE OF LINCOLNSHIRE**, an Illinois municipal corporation ("**Lincolnshire**") and the **VILLAGE OF LIBERTYVILLE**, an Illinois municipal corporation ("**Libertyville**") (each a "**Party**" and collectively, the "**Parties**").

WITNESSETH:

**WHEREAS**, the corporate authorities of Lincolnshire and Libertyville are authorized under the intergovernmental cooperation powers set forth at Article VII, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, to exercise their powers jointly and cooperatively and to enter into this Agreement; and

**WHEREAS**, each of Lincolnshire and Libertyville are authorized under Illinois law to establish and operate administrative adjudication systems, pursuant to Divisions 1-2.1 and 1-2.2 of the Illinois Municipal Code, 65 ILCS 5/1-2.1-1 *et seq.* and 65 ILCS 5/1-2.2-1 *et seq.*, Section 11-208.3 of the Illinois Vehicle Code, 625 ILCS 5/11-208.3, and Section 1-31.1 of the Illinois Municipal Code, 65 ILCS 5/11 31.1-1 *et seq.* (collectively, the "**Requirements of Law**")

**WHEREAS**, Libertyville operates an administrative adjudication system ("**Libertyville System**") as part of a code hearing department established pursuant to the Requirements of Law; and

**WHEREAS**, pursuant to Sections 1-23 through 1-25 of the Libertyville Village Code, and as part of the Libertyville System, an administrative hearing officer ("**Hearing Officer**") conducts administrative hearings to adjudicate certain violations of the Libertyville Village Code and certain violations of the Illinois Vehicle Code; and

**WHEREAS**, at the conclusion of an administrative hearing, the Hearing Officer makes a determination and issues a written ruling on the basis of the evidence presented at the hearing as to whether or not a code violation exists and imposes fines and fees, if applicable ("**Final Judgment**"); and

**WHEREAS**, Lincolnshire has adopted Ordinance No. 21-3882-312 ("**Lincolnshire Ordinance**"), which authorizes Lincolnshire to administratively adjudicate certain violations of its Village Code and certain violations of the Illinois Vehicle Code ("**Violations**") pursuant to the Lincolnshire Ordinance, Lincolnshire's home rule power and the Requirements of Law; and

**WHEREAS**, Lincolnshire has not established an administrative adjudication system; and

**WHEREAS**, Lincolnshire desires to adjudicate its Violations through the Libertyville System, and Libertyville desires to allow Lincolnshire to utilize the Libertyville System by providing related services through Final Judgment on the Violations, all as described in this Agreement and pursuant to the Requirements of Law (collectively, the "**Adjudication Services**"); and

**WHEREAS**, the Parties desire to enter into this Agreement to set forth their respective rights, responsibilities, and obligations regarding the Adjudication Services; and

**WHEREAS**, after full consideration of all planning, fiscal, and other intergovernmental issues affecting this matter, each of the Parties has determined that it is in the best Interests of their respective villages and of the public that the Parties execute and implement this Agreement; and

**WHEREAS**, the Parties have each approved this Agreement by an ordinance or resolution duly adopted by the Party's corporate authorities; and

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein made and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby mutually acknowledge, and pursuant to all applicable statutes and local ordinances, specifically including, but without limitation, Article VII, Section 1 of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and the Requirements of Law, the Parties hereby agree as follows:

**Section 1. Recitals.** The foregoing recitals are, by this reference, incorporated into and made a part of this Agreement.

**Section 2. Term.** The term of this Agreement is two years from the effective date of this Agreement ("**Term**"), provided that either Party may terminate this Agreement without cause during the Term, or any subsequent renewals of the Term, by providing written notice of termination to the other Party not less than 90 days prior to the termination date. This Agreement will automatically renew for additional two-year periods unless terminated by either Party in accordance with this Section 2.

**Section 3. General Cooperation.** The Parties will cooperate with each other in furtherance of the purposes, goals, and objectives of this Agreement. Cooperation required by this Agreement specifically includes, but is not limited to, the mutual establishment of operating procedures and the sharing and joint utilization by and among the Parties of information and other materials necessary to adjudicate the Violations in the Libertyville System, through and including entry of Final Judgment on the Violations by the Hearing Officer, pursuant to the Requirements of Law. Cooperation also includes the timely sharing of public records for the purpose of compliance with a lawful public records request.

**Section 4. Adjudication of Violations.**

**A. Operating Procedures.** Before adjudicating any Violations in the Libertyville System, the Parties will establish agreed operating procedures for the adjudication of the Violations that are consistent with the terms of this Agreement and comply with the Requirements of Law ("**Operating Procedures**"). The Operating Procedures will be deemed incorporated into this Agreement without further notice upon their approval by both the Lincolnshire Village Manager and the Libertyville Village Administrator or their respective designees, provided that if any conflict exists between the Operating Procedures and this Agreement, the terms and provisions of this Agreement will control.

**B. Adjudication Services.** Lincolnshire will adjudicate the Violations using the Adjudication Services and the Libertyville System one day per month on a date and time to be determined in the Operating Procedures (each, an "**Adjudication Date**", and collectively, the "**Adjudication Dates**"); provided that Libertyville will have no obligation to schedule an Adjudication Date on dates on which the Libertyville System will not be operated for adjudication of violations by Libertyville. Lincolnshire acknowledges and agrees that Libertyville will have no

obligation to schedule an Adjudication Date on a date or at a time at which Libertyville is not hearing code violations through the Libertyville System. Such Adjudication Services under this Agreement will be provided at Libertyville Village Hall, in the Village Hall Board Room, located at 118 W. Cook Ave., Libertyville, IL 60048, unless otherwise designated by Libertyville. Libertyville will provide the following Adjudication Services to Lincolnshire pursuant to and in accordance with the Operating Procedures and this Agreement:

1. Adjudication facilities, including a hearing room accessible to the general public and to Lincolnshire personnel on the Adjudication Date and equipped with Internet access, screen and projector, computer monitor, and audio recording equipment available to record the adjudication of Violations.
2. Clerical services, including:
  - a. Provision of an annual hearing schedule for the Libertyville System, including the Adjudication Dates on which Lincolnshire may schedule hearing calls for the adjudication of the Violations before the Hearing Officer ("**Hearing Calls**");
  - b. Creation of a docket listing each of the Violations scheduled by Lincolnshire for a specific Hearing Call, which docket listing will be provided by Libertyville to Lincolnshire and the Hearing Officer at least seven business days before the applicable Hearing Call for the Violations;
  - c. Preparation and mailing, when necessary, of all required continuances, findings, decisions, and orders of the Hearing Officer to applicable parties for each violation (collectively, "**Notices and Orders**").
  - d. Provision of copies to Lincolnshire of all Notices and Orders;
  - e. Preparation of a written record listing the result of each case and the corresponding fines, if any, imposed and collected for each case; and
  - f. Assembly of the complete hearing file concerning each Violation, including without limitation copies of the notices of the Violation, copies of the order(s) of the Hearing Officer, copies of the hearing audio recording and copies of any documents or other evidence presented during the hearing ("**Administrative Hearing Record**"), which Administrative Hearing Record will be provided to Lincolnshire;
3. A Hearing Officer who is qualified pursuant to the Requirements of Law and who will adjudicate the Violations through and including entry of Final Judgment on each Violation; and
4. Such other services as the Parties may agree are necessary for the adjudication of the Violations in the Libertyville System In compliance with

the Requirements of Law.

**C. Lincolnshire Responsibilities.** The Adjudication Services do not include, and Lincolnshire shall be solely responsible for: (1) the decision whether to adjudicate any Violation; (2) the provision of authorized representatives, personnel (including attorneys), exhibits and witnesses that Lincolnshire deems necessary to represent Lincolnshire and prosecute Lincolnshire's case before the Hearing Officer; (3) the decision and duty to prosecute or defend any appeal(s) of a Final Judgment and/or subsequent appellate Judgments on any Violation and any and all costs, fees and expenses related thereto; (4) the collection, receipt and processing of all fines for Violations; (5) providing Libertyville copies of all documents related to each Violation for the Administrative Hearing Record, including without limitation copies of the notices of the Violation; (6) compliance with all local record retention laws, including, without limitation, retaining all original Violation records (with the exception of the hearing audio recording), including without limitation the notices of the Violations, the order(s) of the Hearing Officer, and any document or other evidence presented during the hearing; (7) providing Libertyville with all information necessary to prepare the Notices and Orders; (8) providing Libertyville with Lincolnshire letterhead and stationary necessary for sending Notices and Orders; and (8) the coordination of and notices to all witnesses related to any Violation.

**D. Appeals of Violations.** If Lincolnshire notifies Libertyville that a defendant or Lincolnshire has appealed a final judgment on a Violation by filing a complaint for administrative review with the Lake County Circuit Court, Libertyville will provide Lincolnshire with the complete Administrative Hearing Record for the Violation no later than one week after receipt of such notice. Upon receipt of the Administrative Hearing Record, Lincolnshire will pay Libertyville the Administrative Hearing Record Fee provided in Section 5.A of this Agreement. Lincolnshire will be solely responsible for prosecuting and/or defending any and all appeals through administrative review, or otherwise.

**E. Proposed Changes in the Operation of the Libertyville System.** If the Libertyville Village Board considers any amendments to the Libertyville Village Code that concern or otherwise relate to the authorization for, or operation of, the Libertyville System, Libertyville agrees, to the extent practical, to provide Lincolnshire with advance notice of any such proposed amendments. If the Libertyville Village Board adopts any amendments that materially restrict or prohibit the adjudication by Lincolnshire of Violations in the Libertyville System as contemplated by this Agreement or provided by law, Lincolnshire may immediately terminate this Agreement, notwithstanding the provisions of Section 2 of this Agreement.

**F. Retention of Records.** Lincolnshire acknowledges and agrees that any records that relate exclusively to Lincolnshire Violations or to adjudication by Lincolnshire in the Libertyville System, and that do not relate to violations of the Libertyville Village Code or to the operation of the Libertyville System (collectively, "***Lincolnshire Records***"), may not be "public records" of Libertyville pursuant to the Illinois Local Records Act, 50 ILCS 205/1 *et seq.* The Parties agree that Libertyville will have no obligation to retain any Lincolnshire Records after delivery of the originals thereof to Lincolnshire, and that, upon receipt of such originals, Lincolnshire, and not Libertyville, will be responsible for maintaining such Lincolnshire Records in accordance with the Local Records Act.

## **Section 5. Compensation.**

**A. Compensation Amounts.** Lincolnshire shall pay, no later than 30 days after invoice, the following compensation to Libertyville for Adjudication Services:

Administrative Hearing Officer Fee	\$170 per hour – prorated in 15- minute increments.
Staff time per hearing day, including all hearing calls conducted that day (“ <b>Staff Time Fee</b> ”):	\$75 per staff member
Administrative Fee per hearing day, including all Hearing Calls conducted that day and Hearing Record Fee (“ <b>Administrative Fee</b> ”):	\$25

These compensation amounts will adjust annually based on the change in the 12 previous months (January through December) in the Consumer Price Index, as calculated by the Illinois Department of Revenue in connection with the Illinois Property Tax Extension Limitation Law.

**B. Evaluation of Compensation.** The Staff Time Fee and Administrative Fee set forth in Subsection 5.A of this Agreement were calculated based on the Parties expectation that each Hearing Call will require approximately one hour to complete. If Hearing Calls require more than one hour to complete on average over a three-month period, the Parties agree to negotiate a prospective additional staff time and administrative fee, prorated by the quarter hour, as additional compensation to Libertyville for those portions of a Hearing Call that exceed one hour in duration. Any such additional compensation will be deemed incorporated into Subsection 5.A of this Agreement without further notice upon its written approval by the Lincolnshire Village Manager and the Libertyville Village Administrator or their respective designees.

**Section 6. General Provisions.**

**A. Notices.** All notices required or permitted to be given to the Parties under this Agreement shall be given by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 7.A. The address of any Party may be changed by written notice to the other Parties. Any mailed notice shall be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier shall be deemed to have been given and received within 24 hours after deposit.

Notices and communications to each Party shall be addressed to, and delivered at, the following addresses:

Village of Lincolnshire  
1 Olde Half Day Rd.  
Lincolnshire, IL 60069  
Attn: Village Manager

Village of Libertyville  
118 W. Cook  
Libertyville, IL 60048  
Attn: Village Administrator

With a copy to:  
Adam Simon  
Ancel Glink  
175 East Hawthorn Parkway, Suite 145  
Vernon Hills, IL 60061

With a copy to:  
Hart Passman  
Elrod Friedman LLP  
325 N. LaSalle Street  
Suite 450  
Chicago, IL 60654

**B. Entire Agreement.** There are no representations, covenants, promises, or obligations not contained in this Agreement that form any part of this Agreement or upon which any of the Parties is relying in entering into this Agreement. This Agreement, and all covenants and provisions herein contained shall bind and ensure to the benefit of each respective local governmental entity which is a party hereto and their respective successors and assigns.

**C. Severability.** If any provision of this Agreement is construed or held to be void, invalid, or unenforceable in any respect, the remaining provisions of this Agreement shall not be affected thereby but shall remain in full force and effect.

**D. Interpretation.** It is the express intent of the Parties that this Agreement shall be construed and interpreted so as to preserve its validity and enforceability as a whole. In case of any conflict among the provisions of this Agreement, the provision that best promotes and reflects the intent of the Parties shall control. The Parties hereto have been represented by counsel and have had full opportunity to discuss this Agreement prior to execution. This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting thereof. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

**E. Amendments and Modifications.** Unless otherwise explicitly stated in this Agreement, this Agreement shall not be modified, changed, altered, or amended without the duly authorized and written consent of each of the Parties by their respective corporate authorities and pursuant to ordinance(s) or resolution(s) duly adopted and approved by the Party's corporate authorities and properly executed in accordance with all applicable law.

**F. Authority to Execute.** Each Party hereby warrants and represents to each other Party that the person executing this Agreement on its behalf has been properly authorized to do so by the corporate authorities of the Party.

**G. No Third-Party Beneficiaries.** Nothing in this Agreement shall create or shall be construed or interpreted to create any third-party beneficiary rights. This Agreement is entered into for the benefit of each of the Parties, solely, and not for the benefit of any third party. Nothing contained in this Agreement shall constitute a waiver of any privileges, defenses, or immunities which either Party may have under the Local Government and Governmental Employees Tort Immunity Act with respect to any claim brought by a third party.

**H. Assignment.** No party to this Agreement shall have the right to assign or transfer this Agreement or rights herein.

**I. Indemnification.** Lincolnshire hereby agrees to indemnify, hold harmless and defend Libertyville, its employees, agents, attorneys, and elected officials (each an "***Indemnified Party***") from and against any and all losses, claims, injuries, expenses, and damages, including reasonable attorneys' fees, made against or incurred by the Indemnified Party arising out of: (i) the Adjudication Services; (ii) any act or omission by the Indemnifying Party in connection with the prosecution and adjudication of the Violations; and (iii) the use or operation of the Libertyville System; except to the extent that such claims are the result of Libertyville's willful misconduct. Libertyville hereby agrees to indemnify, hold harmless and defend Lincolnshire, its employees, agents, attorneys, and elected officials (the "***Lincolnshire Group***") from and against any and all losses, claims, injuries, expenses, and damages, including reasonable attorneys' fees, made

against or incurred by any member of the Lincolnshire Group arising out of the condition of any property owned by Libertyville and used in connection with the provision of the Adjudication Services.

**J. Counterpart Execution.** This Agreement shall be executed by all of the Parties in identical original duplicates and each of the duplicates shall, individually and taken together, constitute one and the same Agreement.

**IN WITNESS WHEREOF,** the Parties have by their duty authorized officers and representatives set their hands and affixed their seals to be effective as of the Effective Date of this Agreement.

**ATTEST:**

By: Barbara Mastandrea  
Village Clerk

**VILLAGE OF LINCOLNSHIRE**

By: Bradly Brody  
Village Manager

**ATTEST:**

By: \_\_\_\_\_  
Village Clerk

**VILLAGE OF LIBERTYVILLE**

By: \_\_\_\_\_  
Village Administrator



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** May 25, 2021

**Agenda Item:** Consideration of an Ordinance Granting a Variation from Section 26-10-1 of the Libertyville Zoning Code to Reduce the Number of Required Parking Spaces (101 W. Rockland Road) - Dos Amigos Mexican Restaurant, Inc., Applicant

**Staff Recommendation:** Approve Ordinance

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

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**Background:** The attached ordinance would grant a variation from Section 26-10-1 of the Libertyville Zoning Code to reduce the number of required parking spaces for Dos Amigos Mexican Restaurant at 101 W. Rockland Road. The Village Board approved this request at their May 11, 2021 meeting with the understanding that an ordinance would be drafted for the Village Board to approve at their May 25, 2021 meeting.

Staff recommends the Village Board approve the attached ordinance.

THIS SPACE FOR RECORDERS USE ONLY

VILLAGE OF LIBERTYVILLE

**ORDINANCE NO. 21-O-\_\_\_\_\_**

AN ORDINANCE GRANTING A VARIATION  
FROM SECTION 26-10-1 OF THE LIBERTYVILLE ZONING CODE  
TO REDUCE THE NUMBER OF REQUIRED PARKING SPACES  
(101 W. Rockland Road)

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

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

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 21-O-\_\_\_\_\_

AN ORDINANCE GRANTING A VARIATION  
FROM SECTION 26-10-1 OF THE LIBERTYVILLE ZONING CODE  
TO REDUCE THE NUMBER OF REQUIRED PARKING SPACES  
(101 W. Rockland Road)

WHEREAS, the Ronald G. Parsons Trust, dated April 9, 2002 (“*Owner*”), is the owner of that certain parcel of real property located at 101 W. Rockland Road, Libertyville, Illinois, located in the C-3 General Commercial Zoning District of the Village (“*C-3 District*”), and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (“*Property*”); and

WHEREAS, the Property is improved with a one-story multi-tenant commercial building with eight tenant spaces (“*Tenant Spaces*”) and 60 off-street parking spaces; and

WHEREAS, of the eight Tenant Spaces, two are currently vacant, and the others are occupied by two restaurants, a salon, a dentist office, and a laundromat; and

WHEREAS, Dos Amigos Mexican Restaurant, Inc. (“*Applicant*”) operates one of the restaurants on the Property; and

WHEREAS, the Applicant desires to expand its restaurant business into the neighboring vacant Tenant Space (“*Proposed Expansion*”); and

WHEREAS, Section 26-10-1 of the “Libertyville Zoning Code,” as amended (“*Zoning Code*”), sets forth the required number of off-street parking spaces required for each use within the Village; and

WHEREAS, pursuant to Section 26-10-1 of the Zoning Code, 69 off-street parking spaces are required for the uses on the Property, including the Proposed Expansion; and

WHEREAS, the Applicant, with the consent of the Owner, has filed an application with the Village for a variation from Section 26-10-1 of the Zoning Code to reduce the number of

required off-street parking spaces on the Property from 69 to 60 (“*Requested Variation*”); and

WHEREAS, a public hearing of the Zoning Board of Appeals of the Village to consider approval of the Requested Variation was duly advertised in the *Daily Herald* on April 9, 2021, and held on April 26, 2021; and

WHEREAS, on April 26, 2021, the Zoning Board of Appeals made findings and recommendations in support of the Requested Variation, subject to specified conditions; and

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

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

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

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

SECTION 2: Approval of Requested Variation. In accordance with, and pursuant to, Article 16 of the Zoning Code, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the President and Board of Trustees of the Village of Libertyville hereby grant a variation from Section 26-10-1 of the Zoning Code to reduce the number of required off-street parking spaces on the Property from 69 to 60.

SECTION 3: Conditions. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Code, the approval granted

pursuant to Section 2 of this Ordinance is hereby expressly subject to, and contingent upon, the development, use, and maintenance of the Proposed Expansion and the Property in compliance with each and all of the following conditions:

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

B. Compliance with Plans. Except for minor changes and site work approved by the Village Director of Community Development or the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village standards, the development, use, operation, and maintenance of the Property must comply with the following plans and documents: the Survey, prepared by R. E. Decker, consisting of one sheet, and dated 11/24/2020, a copy of which is attached to, and incorporated into, this Ordinance as **Exhibit B**.

C. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the 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 4: Recordation; Binding Effect. A copy of this Ordinance will be recorded with the Lake County Recorder of Deeds. This Ordinance and the privileges, obligations, and

provisions contained herein will inure solely to the benefit of, and be binding upon, the Owner and the Applicant, and their respective heirs, representatives, successors, and assigns.

SECTION 5: Failure to Comply with Conditions. Upon the failure or refusal of the Owner or the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, as applicable, the approval granted in Section 2 of this Ordinance will, at the sole discretion of the Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village President and Board of Trustees may not so revoke the approval granted in Section 2 of this Ordinance unless they first provide the Owner and the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the C-3 District, and the applicable provisions of the Zoning Code, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Administrator and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

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

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

SECTION 8: Effective Date.

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

1. Passage by the Village President and Board of Trustees in the manner required by law;
2. Publication in pamphlet form in the manner required by law; and
3. The filing by the Owner and the Applicant with the Village Clerk of an Unconditional Agreement and Consent, in the form of **Exhibit C** attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.

B. In the event the Owner and the Applicant do not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 8.A.3 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the Village President and Board of Trustees will have the right, in 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.

[SIGNATURE PAGE FOLLOWS]

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Donna Johnson, Village President

ATTEST:

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Luke Stowe, Village Clerk

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

LOT 8 AND 9 IN COUNTY CLERK'S SUBDIVISION OF BLOCK 6 OF F.H. KUEBKER'S SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 21, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID COUNTY CLERK'S SUBDIVISION, RECORDED MAY 19, 1905 AS DOCUMENT 100048, IN BOOK "G" OF PLATS, PAGE 18, IN LAKE COUNTY, ILLINOIS.

Address: 101 W. Rockland Road, Libertyville, Illinois

PIN: 11-21-232-020

**EXHIBIT B**  
**SURVEY**

**EXHIBIT C**

**UNCONDITIONAL AGREEMENT AND CONSENT**

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

WHEREAS, the Ronald G. Parsons Trust Agreement dated April 9, 2002 (“*Owner*”) is the owner of that certain parcel of real property located at 101 W. Rockland Road, Libertyville, Illinois, located in the C-3 General Commercial Zoning District of the Village (“*C-3 District*”), and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (“*Property*”); and

WHEREAS, Ordinance No. 2021-\_\_\_\_\_, adopted by the Village President and Board of Trustees on \_\_\_\_\_, 2021 (“*Ordinance*”), grants a variation to Dos Amigos Mexican Restaurant, Inc., a tenant of the Property, to reduce the number of required off-street parking spaces on the Property; and

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

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

1. The Owner and the Applicant 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 Owner and the Applicant 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 Owner and the Applicant acknowledge and agree that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village’s granting of the variation for the Property or its adoption of the Ordinance, and that the Village’s approvals do not, and will not, in any way, be deemed to insure the Owner and the Applicant against damage or injury of any kind and at any time.
4. The Applicant hereby agrees to hold harmless and indemnify the Village, the Village’s corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village’s adoption of the Ordinance granting the variation for the Property.

[SIGNATURE PAGE FOLLOWS]

Dated: \_\_\_\_\_, 2021

ATTEST:

**DOS AMIGOS MEXICAN RESTAURANT,  
INC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

**THE RONALD G. PARSONS TRUST,  
DATED APRIL 9, 20221**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

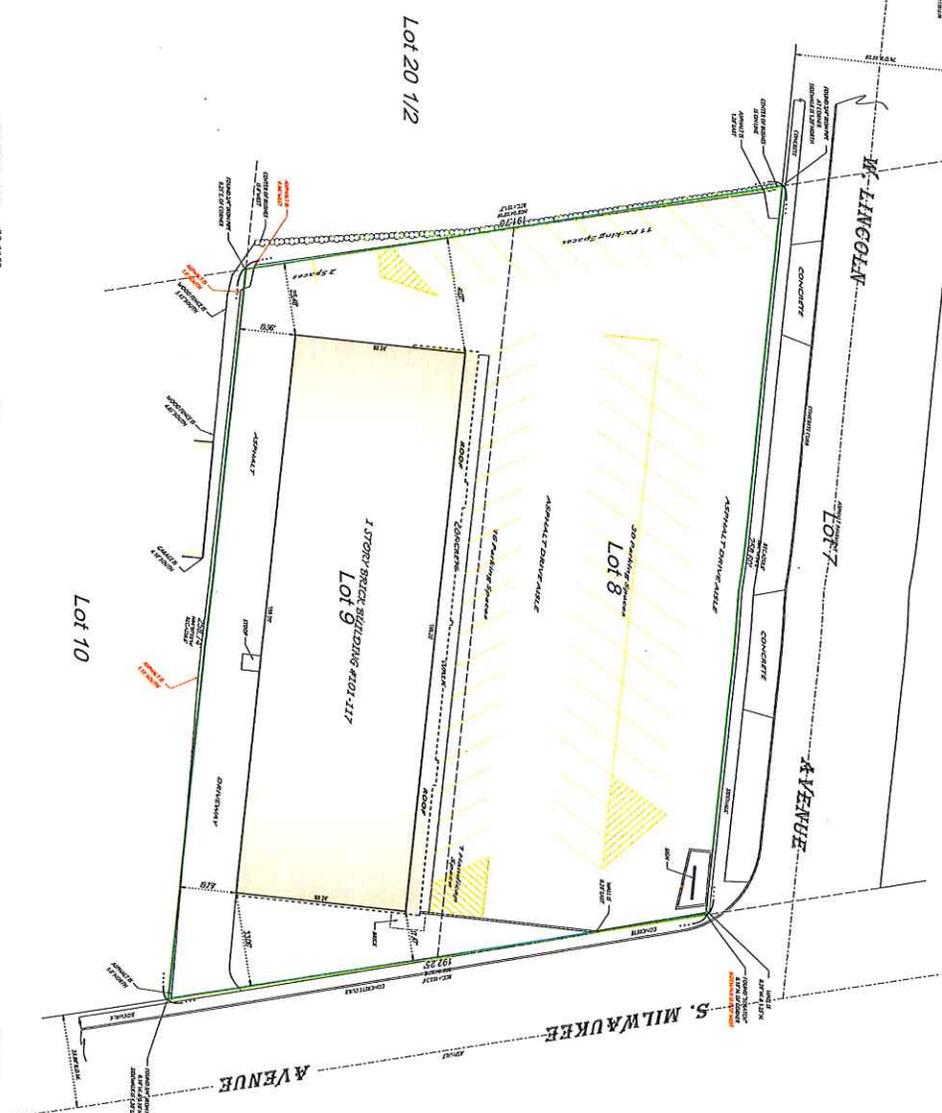
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# Plat of Survey

**LEGEND**

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Lot 8 and 9 in County Clerk's Subdivision of Block 5 of P.L. Kenner's Subdivision of part of the north half of Section 21, Township 44 North, Range 11, East of the Third Principal Meridian, according to the Plat of said County Clerk's Subdivision, recorded May 25, 1905 as Document 14009, in Book "G" of said Page 32, in said County, Illinois. Commonly known as: 101-117 W. ROCKLAND ROAD, LIBERTYVILLE, ILLINOIS.



The plat was prepared by the undersigned Surveyor, and is a true and correct copy of the original as shown to him, except when noted. Scale 1" = 20'.

ORDER NUMBER: 201122  
 ORDERED BY: ROY FRENCH  
 FOR: 11-24-20 7:56  
 REVISED: 11-24-20 7:56  
 100% PAY UPON COMPLETION



**R. E. DECKER**  
 PROFESSIONAL SURVEYOR  
 3333 PETERSON ROAD SUITE 115  
 LIBERTYVILLE, IL 60048  
 TEL. 847.362.0091  
 DeckerSurvey@gmail.com  
 Website: DeckerSurvey.com

THIS PLAN, DATED AND FILED AS ABOVE, IS THE ORIGINAL SURVEY OF THE PROPERTY DESCRIBED IN THE ABOVE-ENTITLED INSTRUMENT, AND IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS SHOWN TO ME, EXCEPT WHEN NOTED. BY: R. E. DECKER, P.C. 11-24-20





## VILLAGE BOARD AGENDA SUPPLEMENT

<b>Meeting Date:</b>	May 25, 2021
<b>Agenda Item:</b>	Consideration of an Ordinance Designating 210 Lake Street as a Historic Landmark - Martina Cook, Applicant
<b>Staff Recommendation:</b>	Approve Ordinance
<b>Staff Contact:</b>	John P. Spoden, Director of Community Development

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**Background:** The attached ordinance would designate the structure at 210 Lake Street as a Historic Landmark. The Village Board approved this request at their May 11, 2021 meeting with the understanding that an ordinance would be drafted for the Village Board to approve at their May 25, 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 DESIGNATING 210 LAKE STREET  
AS A HISTORIC LANDMARK

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

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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 DESIGNATING THE STRUCTURE AT 210 LAKE STREET  
AS A LOCAL LANDMARK

WHEREAS, Martina Cook (“*Owner*”) is the owner of that certain parcel of real property located at 210 Lake Street, Libertyville, Illinois (“*Property*”); and

WHEREAS, the Property is improved with a two-story, Victorian-style single-family home originally constructed in 1874 (“*Structure*”); and

WHEREAS, pursuant to Article IV of Chapter 7 of the Libertyville, Illinois Municipal Code, as amended (“*Village Code*”), a property, structure, site or object that has a high degree of historic, cultural, architectural or archaeological significance to the Village may be designated as a "landmark"; and

WHEREAS, the Owner filed an application with the Village for a local landmark designation for the Structure (“*Requested Landmark Designation*”); and

WHEREAS, a public hearing of the Historic Preservation Commission of the Village to consider approval of the Requested Landmark Designation was duly advertised in the *Daily Herald* on February 25, 2021, opened on March 15, 2021, and concluded on April 19, 2021; and

WHEREAS, on April 19, 2021, the Historic Preservation Commission made findings and recommendations in support of the Requested Landmark Designation; and

WHEREAS, the Village President and Board of Trustees have reviewed the findings and recommendation of the Historic Preservation Commission, and have determined that the Structure:

- (i) possesses the integrity of design, workmanship, materials, location, setting, and character; and
- (ii) meets four of the criteria for landmark designations set forth in Article IV of Chapter 7 of the Village Code; and

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

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

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

SECTION 2: Approval of Requested Landmark Designation. In accordance with, and pursuant to, Article IV of Chapter 7 of the Village Code, the President and Board of Trustees of the Village hereby grant the Requested Landmark Designation and designate the Structure as a local landmark.

SECTION 3: Recordation; Binding Effect. A copy of this Ordinance will be recorded with the Lake County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein will inure solely to the benefit of, and be binding upon, the Owner and their respective heirs, representatives, successors, and assigns.

SECTION 4: Effective Date. This Ordinance will be effective upon its passage and publication in the manner required by law.

[SIGNATURES ON FOLLOWING PAGE]

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Donna Johnson, Village President

ATTEST:

\_\_\_\_\_  
Luke Stowe, Village Clerk



## VILLAGE BOARD AGENDA SUPPLEMENT

<b>Meeting Date:</b>	May 25, 2021
<b>Agenda Item:</b>	Consideration of an Ordinance Amending Section 26-16-8.5 of the Libertyville Zoning Code to Allow Variations from Certain Off-Street Loading Requirements in the I-1 District - Durable Inc./Garden Investment Co., Applicant
<b>Staff Recommendation:</b>	Approve Ordinance
<b>Staff Contact:</b>	John P. Spoden, Director of Community Development

---

**Background:** The attached ordinance would amend Section 26-16-8.5 of the Libertyville Zoning Code to allow variations from certain off-street loading requirements in the I-1 District. The Village Board approved this request at their May 11, 2021 meeting with the understanding that an ordinance would be drafted for the Village Board to approve at their May 25, 2021 meeting.

Staff recommends the Village Board approve the attached ordinance.

VILLAGE OF LIBERTYVILLE

**ORDINANCE 21-O-\_\_**

AN ORDINANCE AMENDING SECTION 26-16-8.5 OF THE  
LIBERTYVILLE ZONING CODE TO ALLOW VARIATIONS FROM CERTAIN  
OFF-STREET LOADING REQUIREMENTS IN THE I-1 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 AMENDING SECTION 26-16-8.5 OF THE  
LIBERTYVILLE ZONING CODE TO ALLOW VARIATIONS FROM CERTAIN  
OFF-STREET LOADING REQUIREMENTS IN THE I-1 DISTRICT

WHEREAS, Section 26-16-8.5 of the Libertyville Zoning Code, as amended (“**Zoning Code**”), provides that the Board of Trustees may vary certain provisions of the Zoning Code and no others; and

WHEREAS, Durable Packaging International, Inc. (“**Applicant**”), the tenant of property within the I-1 Limited Industrial District, filed an application with the Village for an amendment to Section 26-16-8.5 of the Zoning Code to allow the Board of Trustees to vary, without limit, the regulations of Section 26-10-2.4 of the Zoning Code related to the design and maintenance requirements for off-street loading spaces in the I-1 District (“**Proposed Text Amendment**”); and

WHEREAS, a public hearing of the Plan Commission of the Village to consider approval of the Proposed Text Amendment was duly advertised in the *Daily Herald* on April 9, 2021, and held on April 26, 2021; and

WHEREAS, on April 26, 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: Authorization Variations – Board of Trustees. Section 26-16-8.5, titled “Authorized Variations – Board of Trustees,” of Section 26-16-8, titled “Variations,” of Part C, titled “Interpretations, Appeals, and Variations,” of Article 16, titled “Zoning Applications, Hearings, and Approvals,” of the Zoning Code is hereby amended further to read as follows:

“26-16-8.5. Authorized Variations – Board of Trustees.

- (a) *Permitted variations.* Subject to the prohibitions set forth in subsection 26-16-8.5 and subject to the other provisions of section 26-16-8, the board of trustees may vary the provisions of this chapter in the following cases and in no others:

\* \* \*

**(31) To vary, without limit, the regulations of Article 26-10-2.4 regarding design and maintenance requirements related to off-street loading spaces in the I-1 Limited Industrial District.**

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]

{00120544.2}

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

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2021.

---

Donna Johnson, Village President

ATTEST:

---

Luke Stowe, Village Clerk



## VILLAGE BOARD AGENDA SUPPLEMENT

<b>Meeting Date:</b>	May 25, 2021
<b>Agenda Item:</b>	Consideration of an Ordinance Granting a Site Plan Permit and Variations from Section 26-10.2.4 of the Libertyville Zoning Code Regarding the Design and Maintenance of Off-Street Loading Spaces (1530 Artaius Parkway), Durable Inc./Garden Investment Co., Applicant
<b>Staff Recommendation:</b>	Approve Ordinance
<b>Staff Contact:</b>	John P. Spoden, Director of Community Development

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**Background:** The attached ordinance would grant a Site Plan Permit and variations from Section 26-10.2.4 of the Libertyville Zoning Code regarding the design and maintenance of off-street loading space at 1530 Artaius Parkway. The Village Board approved this request at their May 11, 2021 meeting with the understanding that an ordinance would be drafted for the Village Board to approve at their May 25, 2021 meeting.

Staff recommends the Village Board approve the attached ordinance.

THIS SPACE FOR RECORDERS USE ONLY

VILLAGE OF LIBERTYVILLE

**ORDINANCE NO. 21-O-\_\_\_\_\_**

AN ORDINANCE GRANTING A SITE PLAN PERMIT AND VARIATIONS  
FROM SECTION 26-10-2.4 OF THE LIBERTYVILLE ZONING CODE  
REGARDING THE DESIGN AND MAINTENANCE OF OFF-STREET LOADING SPACES  
(1530 Artaius Parkway)

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

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

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 21-O-\_\_\_\_\_

AN ORDINANCE GRANTING A SITE PLAN PERMIT AND VARIATIONS  
FROM SECTION 26-10-2.4 OF THE LIBERTYVILLE ZONING CODE  
REGARDING THE DESIGN AND MAINTENANCE OF OFF-STREET LOADING SPACES  
(1530 Artaius Parkway)

WHEREAS, Garden Investment Company (“*Owner*”) is the owner of that certain 10-acre parcel of real property located at 1530 Artaius Parkway, Libertyville, Illinois, located in the I-1 Limited Industrial Zoning District of the Village (“*I-1 District*”), and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (“*Property*”); and

WHEREAS, the Property is improved with a one-story industrial building (“*Building*”) with associated parking; and

WHEREAS, Durable Packaging, Inc. (“*Applicant*”) operates a manufacturing business on the Property; and

WHEREAS, the Applicant proposes to make certain improvements to the parking and loading areas on the Property, including: (i) installing eight exterior truck docks on the south side of the Building facing an existing private roadway that serves multiple properties and functions as public right-of-way (“*Truck Dock Improvements*”); and (ii) constructing a new 38-stall parking lot on the north-west corner of the Building (“*Parking Lot Improvements*”); and

WHEREAS, Section 26-10-2.4(b)(2) of the “Libertyville Zoning Code,” as amended (“*Zoning Code*”), provides that off-street loading spaces may not be located closer to any public right-of-way than the façade of the building facing such right-of-way; and

WHEREAS, Section 26-10-2.4(b)(3)(a) of the Zoning Code requires that loading spaces located on a side of a building facing a street must be enclosed by the building, and that not more than 32 percent of the width of a wall of a building facing a street shall contain loading docks or loading dock doors; and

WHEREAS, Section 26-16-10 of the Zoning Code requires that a site plan permit must be obtained prior to the development or redevelopment of any site with a gross area of 10 acres or more; and

WHEREAS, in order to construct the Truck Dock Improvements, the Applicant has filed, with the consent of the Owner, an application with the Village for variations from Section 26-10-2.4 of the Zoning Code to: (i) allow loading spaces to be located closer to the public right-of-way than the façade of the Building facing that right-of-way; (ii) increase the maximum allowed percentage of wall of a building facing a street containing loading docks or loading dock doors, from 32 percent to approximately 42 percent; and (iii) to allow loading spaces located on the side of a building facing a street to not be enclosed by the Building (collectively, the “***Requested Variations***”); and

WHEREAS, in order to construct the Truck Dock Improvements and Parking Lot Improvements, the Applicant also filed, with the consent of the Owner, an application with the Village for a site plan permit (“***Site Plan Permit***”); and

WHEREAS, a public hearing of the Zoning Board of Appeals of the Village to consider approval of the Requested Variations was duly advertised in the *Daily Herald* on April 9, 2021, and held on April 26, 2021; and

WHEREAS, on April 26, 2021, the Zoning Board of Appeals made findings and recommendations in support of the Requested Variations; and

WHEREAS, a public meeting of the Plan Commission of the Village to consider approval of the Site Plan Permit was held on April 26, 2021; and

WHEREAS, on April 26, 2021, the Plan Commission made findings and recommendations in support of the Site Plan Permit; and

WHEREAS, the Village President and Board of Trustees have determined that the

Requested Variations meet the required standards for variations set forth in Article 16 of the Zoning Code; and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interest of the Village to grant the Requested Variations and the Site Plan 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 1: Recitals. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2: Approval of Requested Variations. In accordance with, and pursuant to, Article 16 of the Zoning Code, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, the President and Board of Trustees of the Village of Libertyville hereby grant the Requested Variations for the Property.

SECTION 3: Approval of Site Plan Permit. In accordance with, and pursuant to, Article 16 of the Zoning Code, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, the President and Board of Trustees of the Village of Libertyville hereby grant the Site Plan Permit for the Property to allow the construction of the Loading Dock Improvements and Parking Lot Improvements.

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

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

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

1. The Site Plan, prepared by Kimley Horn, consisting of one sheet, and dated revised March 19, 2021, a copy of which is attached to, and incorporated into, this Ordinance as **Exhibit B**;

2. The Final Engineering Plans, prepared by Kimley Horn, consisting of 16 sheets, and dated March 3, 2021, a copy of which is attached to, and incorporated into, this Ordinance as **Exhibit C**;

3. The Floor Plans and Elevations, prepared by Harris Architects, Inc., consisting of one sheet, and dated March 3, 2021, a copy of which is attached to, and incorporated into, this Ordinance as **Exhibit D**;

4. The Colored Elevations, prepared by Harris Architects, Inc., consisting of one sheet, and dated March 3, 2021, a copy of which is attached to, and incorporated into, this Ordinance as **Exhibit E**; and

5. The Photometrics Plan, prepared by Harris Architects, Inc., consisting of two sheets, and undated, a copy of which is attached to, and incorporated into, this Ordinance as **Exhibit F**;

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

SECTION 5: Failure to Comply with Conditions. Upon the failure or refusal of the Owner or the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, as applicable, the approvals granted in Sections 2 and 3 of this Ordinance will, at the sole discretion of the Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village President and Board of Trustees may not so revoke the approvals granted in Sections 2 and 3 of this Ordinance unless they first provide the Owner and Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the I-1 District, and the applicable provisions of the Zoning Code, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village

Administrator and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 6: Amendments. Any amendments to the approvals granted in Sections 2 and 3 of this Ordinance that may be requested by the Owner or the Applicant after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Code.

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

SECTION 8: Effective Date.

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

1. Passage by the Village President and Board of Trustees in the manner required by law;
2. Publication in pamphlet form in the manner required by law; and
3. The filing by the Owner and the Applicant with the Village Clerk of an Unconditional Agreement and Consent, in the form of **Exhibit G** attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.

B. In the event the Owner and the Applicant do not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 8.A.3 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the Village President and Board of Trustees

will have the right, in 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.

\_\_\_\_\_  
Donna Johnson, Village President

ATTEST:

\_\_\_\_\_  
Luke Stowe, Village Clerk

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

LOT 1 IN ARTAIUS SUBDIVISION, BEING A SUBDIVISION OF THE NORTHWEST ¼ OF SECTION 34 AND THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 27 AND THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 33 AND THE EAST ½ FO THE SOUTHEAST ¼ OF SECTION 28, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 10, 1978 AS DOCUMENT NUMBER 1929702 IN BOOK 66 OF PLATS, PAGE 22, AND CORRECTED BY CERTIFICATE OF CORRECTION RECORDED OCTOBER 18, 1978 AS DOCUMENT 19543351, IN LAKE COUNTY, ILLINOIS.

Address: 1530 Artaius Parkway, Libertyville, Illinois  
PIN: 11-28-402-001-0000

**EXHIBIT B**  
**SITE PLAN**

**EXHIBIT C**  
**FINAL ENGINEERING PLANS**

**EXHIBIT D**  
**FLOOR PLANS AND ELEVATIONS**

**EXHIBIT E**  
**COLORED ELEVATIONS**

**EXHIBIT F**  
**PHOTOMETRICS PLAN**

**EXHIBIT G**

**UNCONDITIONAL AGREEMENT AND CONSENT**

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

WHEREAS, Garden Investment Company (“*Owner*”) is the owner of that certain 10-acre parcel of real property located at 1530 Artaius Parkway, Libertyville, Illinois, located in the I-1 Limited Industrial Zoning District of the Village (“*I-1 District*”), and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (“*Property*”); and

WHEREAS, Ordinance No. 2021-\_\_\_\_\_, adopted by the Village President and Board of Trustees on \_\_\_\_\_, 2021 (“*Ordinance*”), grants variations and approves a site plan permit Durable Packaging, Inc. (“*Applicant*”) for the Property; and

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

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

1. The Owner and the Applicant 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 Owner and the Applicant 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 Owner and the Applicant acknowledge and agree that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village’s granting of the variation for the Property or its adoption of the Ordinance, and that the Village’s approvals do not, and will not, in any way, be deemed to insure the Owner and the Applicant against damage or injury of any kind and at any time.
4. The Applicant hereby agrees to hold harmless and indemnify the Village, the Village’s corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village’s adoption of the Ordinance granting the variation for the Property.

[SIGNATURE PAGE FOLLOWS]

Dated: \_\_\_\_\_, 2021

ATTEST:

**GARDEN INVESTMENT COMPANY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

**DURABLE PACKAGING, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_



# FINAL ENGINEERING PLANS DPI LIBERTYVILLE

## 1530 ARTAUS PKWY LIBERTYVILLE, IL 60048



### UTILITY AND GOVERNING AGENCY CONTACTS

**WATER SERVICE**  
VILLAGE OF LIBERTYVILLE  
1500 W. WASHINGTON  
LIBERTYVILLE, IL 60048  
TEL: (647) 318-2015  
FAX: (647) 318-2015  
CONTACT: DAVID SMITH

**SEWER SERVICE**  
ENGINEERING DEPARTMENT  
200 E. COOK AVE  
LIBERTYVILLE, IL 60048  
TEL: (647) 918-2105  
FAX: (647) 918-2105  
EMAIL: JOOPEN@LIBERTYVILLE.COM  
CONTACT: JEFF COOPER

**BUILDING DEPARTMENT**  
VILLAGE OF LIBERTYVILLE  
1500 W. WASHINGTON  
LIBERTYVILLE, IL 60048  
TEL: (647) 318-2015  
FAX: (647) 318-2015  
EMAIL: DESIGNS@LIBERTYVILLE.COM  
CONTACT: DAVID PROSPER

**COMMUNITY DEVELOPMENT DEPARTMENT**  
VILLAGE OF LIBERTYVILLE  
1500 W. WASHINGTON  
LIBERTYVILLE, IL 60048  
TEL: (647) 318-2015  
FAX: (647) 318-2015  
EMAIL: COMMUNITY@LIBERTYVILLE.COM  
CONTACT: JEFF COOPER

**OWNER COMPANY**  
COMMONWEALTH EDISON (CELOM CORP)  
1500 FRANKLIN BLVD  
LIBERTYVILLE, IL 60048  
TEL: (815) 344-7481  
FAX: (815) 344-7481

**NATURAL GAS COMPANY**  
200 EAST RANDOLPH ST  
CHICAGO, IL 60601  
TEL: (888) 558-8004

**TELEPHONE**  
CONTACT: DAVID PROSPER  
TEL: (647) 318-1619

### PROJECT TEAM

**OWNER**  
VILLAGE OF LIBERTYVILLE  
1500 W. WASHINGTON  
LIBERTYVILLE, IL 60048  
TEL: (647) 318-2015  
FAX: (647) 318-2015  
EMAIL: COMMUNITY@LIBERTYVILLE.COM  
CONTACT: DAVID PROSPER

**ARCHITECT**  
HARRIS ARCHITECTS  
4801 EMERSON AVE  
PALM SPRING, ILLINOIS 60067  
CONTACT: ROCK HARRIS

**LANDSCAPE ARCHITECT**  
KIMLEY-HORN AND ASSOCIATES, INC.  
1001 WARRENVILLE RD, SUITE 330  
LIBERTYVILLE, IL 60048  
TEL: (615) 344-7481  
FAX: (615) 344-7481  
EMAIL: DANIEL.CROWE@KIMLEY-HORN.COM  
CONTACT: DANIEL GROVE

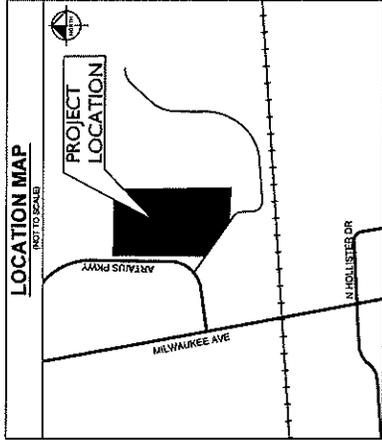
**SUBVEICOR**  
COMPASS SURVEYING, LTD  
1001 WARRENVILLE RD, SUITE 330  
LIBERTYVILLE, IL 60048  
TEL: (630) 650-9100  
CONTACT: SMOOT C. KREBS, P.L.S.

### LEGAL DESCRIPTION

LOT 1 IN ARTAUS SUBDIVISION, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 27 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33 OF TOWNSHIP 12N, RANGE 10E, MERIDIAN 10W, ACCORDING TO THE PLAT THEREOF RECORDED JULY 10, 1978 AS DOCUMENT NUMBER 1928702 IN BOONVILLE RECORDS, PAGE 228, AND CORRECTED BY CERTIFICATE OF CORRECTION RECORDED OCTOBER 14, 1979 AS DOCUMENT 1844338, IN LAKE COUNTY, ILLINOIS.

PROPERTY KNOWN AS: 1530 ARTAUS PARKWAY, LIBERTYVILLE, ILLINOIS

P.L.N. 11-29-402-001-0000



### BENCHMARKS

**REFERENCE BENCHMARK**  
NNS DATA MONUMENT DM 3891  
THE STATION IS LOCATED ABOUT 0.2 MI (0.32 KM) SOUTHWEST OF GRAYSLAKE, 7.6 MI (12.2 KM) NORTH OF WHEELING AND 2.4 MI (3.9 KM) SOUTH OF LIBERTYVILLE. OWNERSHIP---ROAD RIGHT-OF-WAY.

TO REACH FROM INTERSECTION OF STATE ROAD 178 (N PARK AVENUE) AND STATE ROAD 21 (S MILWAUKEE AVE) IN LIBERTYVILLE, IL GO SOUTH ON STATE ROAD 21 FOR 2.4 (3.8 KM) TO THE STATION ON THE LEFT.

THE STATION IS 27 M (88.6 FT) SOUTH OF SOUTH BACK OF CURB OF HOLLISTER DRIVE, 20 M (65.6 FT) WEST OF A FOND WITH FOUNTAIN, 2M (6.6 FT) EAST OF THE EDGE OF CURB OF STATE ROAD 21 (MILWAUKEE ROAD).

DATUM: NAVD 83  
ELEVATION = 670.23

**SITE BENCHMARK #1**  
SUNNET BOLT ON FIRE HYDRANT LOCATED IN THE PARKING LOT OF SERVICE KING NEAR THE NORTHEAST CORNER OF THE SOUTH BUILDING  
ELEVATION = 670.36

**SITE BENCHMARK #2**  
CUT CROSS LOCATED ON THE NORTHER TOP OF CURB ALONG THE PRIVATE ROAD, NORTHWEST OF THE ENTRANCE TO SUBJECT PROPERTY.  
ELEVATION = 688.73

**SITE BENCHMARK #3**  
CUT CROSS LOCATED ON THE SOUTHER TOP OF CURB ALONG THE PRIVATE ROAD NEAR THE END OF THE CURB, SOUTHWEST OF THE ENTRANCE TO THE SUBJECT PROPERTY.  
ELEVATION = 687.74

Sheet Number	Sheet Title
C0.0	TITLE SHEET
C1.0	GENERAL NOTES
V0.0	TOPOGRAPHICAL SURVEY
C2.0	DEMOLITION PLAN
C3.0	SITE PLAN
C4.0	EROSION CONTROL PLAN
C4.1	EROSION CONTROL NOTES AND DETAILS
C5.0	GRADING PLAN
C6.0	UTILITY PLAN
C7.0	CONSTRUCTION DETAILS
C7.1	CONSTRUCTION DETAILS
C7.2	LIFT STATION DETAIL
L1.0	TREE PRESERVATION PLAN
L2.0	LANDSCAPE PLAN
L3.0	LANDSCAPE NOTES AND DETAILS
E1	ELECTRICAL SITE PLAN
E2	PHOTOMETRIC SITE PLAN

### PROFESSIONAL ENGINEER'S CERTIFICATION

I, JAMES KENTON, A LICENSED PROFESSIONAL ENGINEER OF ILLINOIS, HEREBY CERTIFY THAT THE ENGINEERING AND SURVEYING WORK SHOWN ON THESE PLANS AND SPECIFICATIONS LISTED ABOVE BUT EXCLUDING DETAILS PREPARED BY OTHERS WAS PREPARED ON BEHALF OF DURABLE PACKAGING, INT. BY KIMLEY-HORN AND ASSOCIATES, INC. UNDER MY PERSONAL SUPERVISION AND CONTROL. THIS TECHNICAL SUBMISSION IS INTENDED TO BE USED IN CONJUNCTION WITH THE PROJECT'S SPECIFICATIONS AND CONTRACT DOCUMENTS.

DATED THIS 3RD DAY OF MARCH, A.D., 2021.

*[Signature]*

I, LICENSED PROFESSIONAL ENGINEER 082-08479  
MY LICENSE EXPIRES ON MONTH DATE YEAR  
DESIGN FIRM REGISTRATION NUMBER: 194000012-0006



NO.	REVISIONS	DATE

**Kimley-Horn**  
CONSULTING ENGINEERS  
1500 W. WASHINGTON  
LIBERTYVILLE, IL 60048  
TEL: (647) 318-2015  
FAX: (647) 318-2015  
EMAIL: COMMUNITY@LIBERTYVILLE.COM

**PROJECT INFORMATION**  
PROJECT NO. 1530 ARTAUS PKWY  
SHEET NO. C0.0  
DATE 03/03/2021

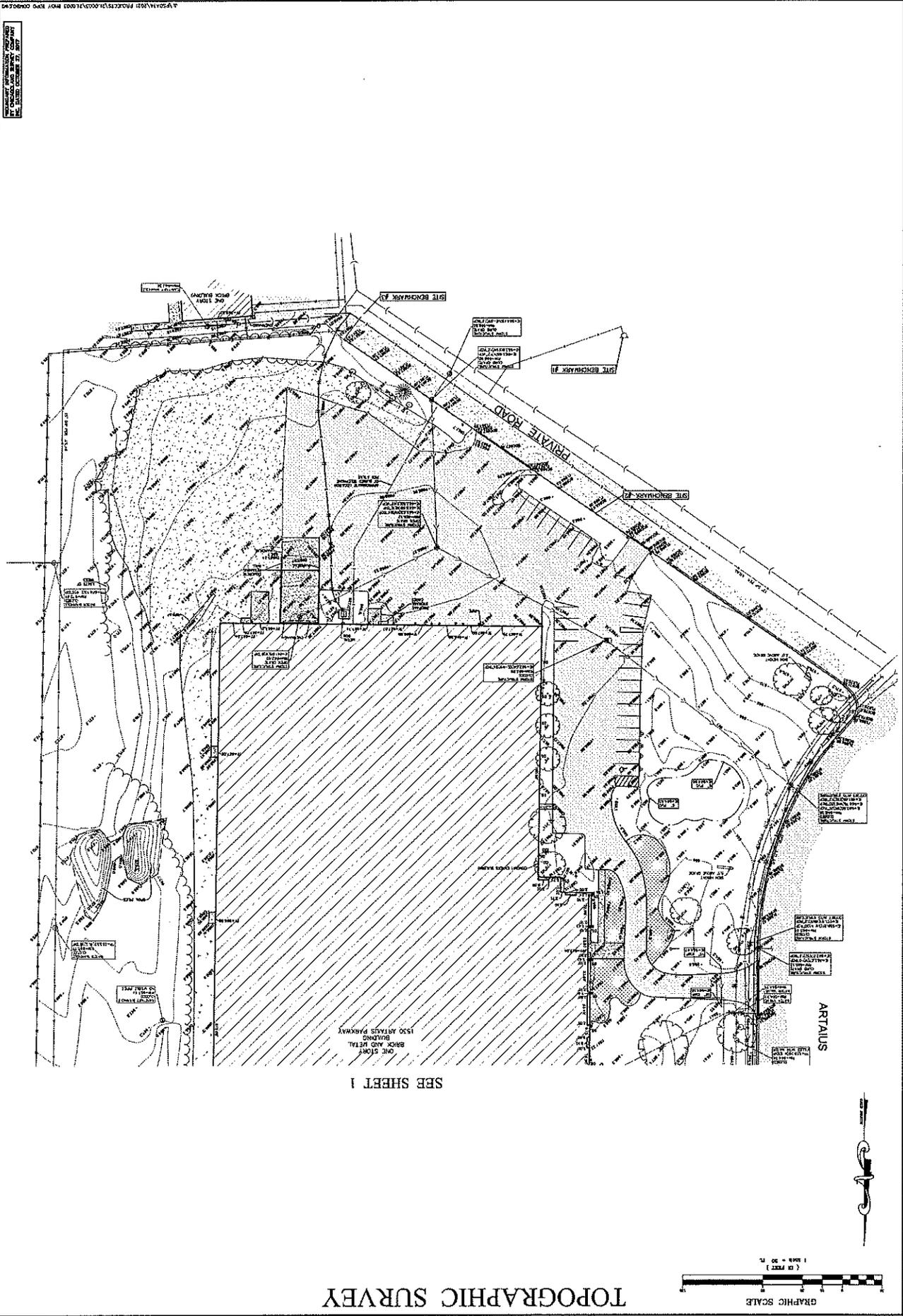
TITLE SHEET

DPI LIBERTYVILLE  
1500 ARTAUS PKWY  
LIBERTYVILLE, IL 60048

C0.0  
SHEET NUMBER

















C6.0

SHEET NUMBER

DPI PROJECT NO.

CONTRACT ISSUES

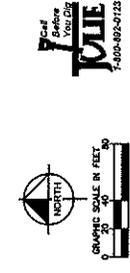
LIBERTYVILLE  
1500 ARTAIUS PKWY  
LIBERTYVILLE, IL 62045

UTILITY PLAN

AS NOTED  
CHECKED BY AK  
DESIGNED BY AK  
DATE

Kimley-Horn

NO.	REVISIONS	DATE	BY

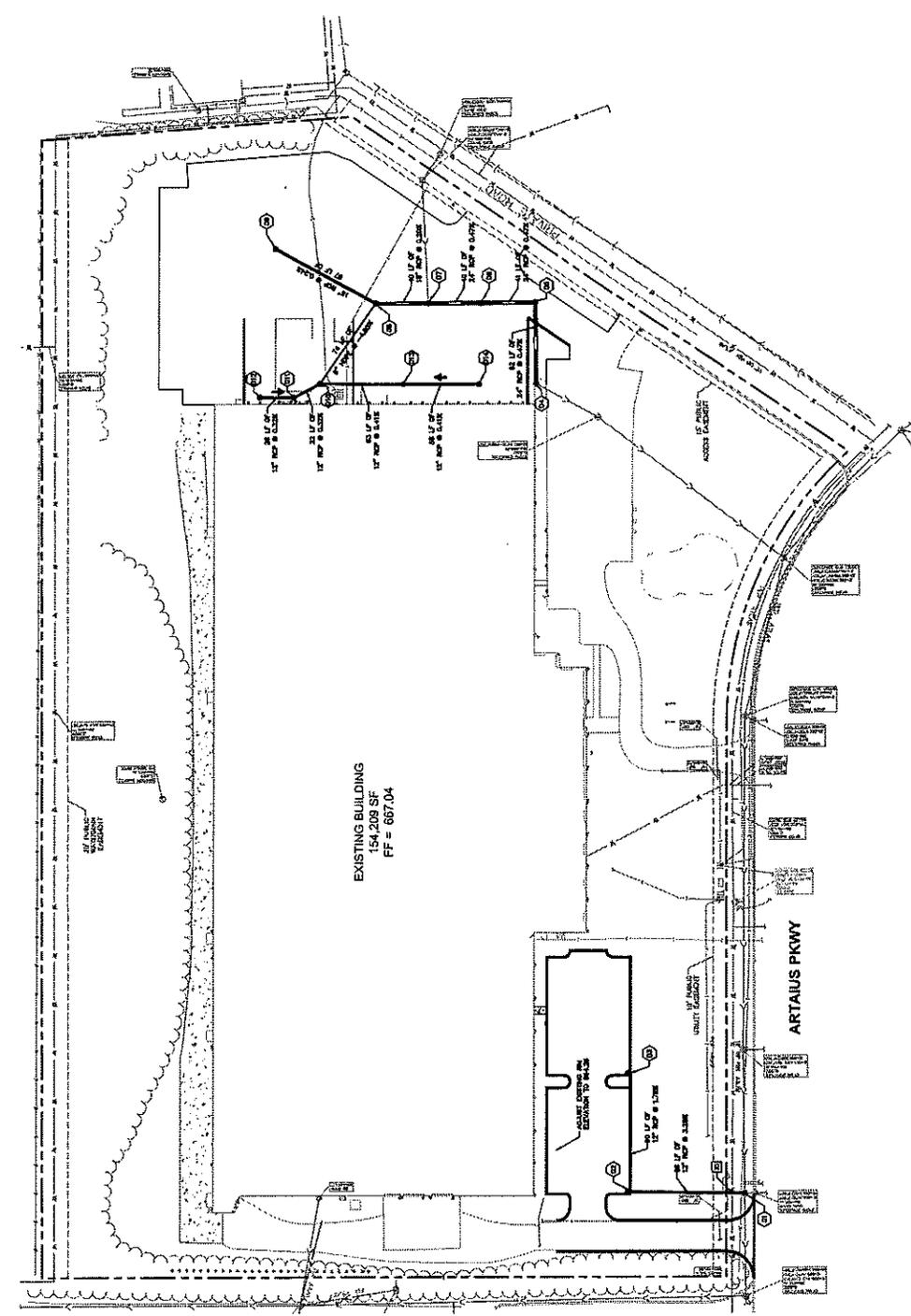
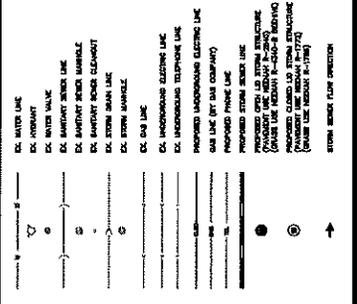


7<sup>th</sup> Edition  
You Can  
Count On  
MUE  
1-800-892-2723

UTILITY NOTES

1. ALL WATER LINES 1" OR SMALLER SHALL BE SHOWN WITH 1/2" DIA. CLAS. 1/2".
2. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITY LOCATIONS AND DEPTHS BY EXCAVATING AT THE LOCATIONS SHOWN ON THIS PLAN. THE DEPTHS SHALL BE SHOWN ON THE PLAN. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITY LOCATIONS AND DEPTHS BY EXCAVATING AT THE LOCATIONS SHOWN ON THIS PLAN. THE DEPTHS SHALL BE SHOWN ON THE PLAN.
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14. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITY LOCATIONS AND DEPTHS BY EXCAVATING AT THE LOCATIONS SHOWN ON THIS PLAN. THE DEPTHS SHALL BE SHOWN ON THE PLAN.

UTILITY LEGEND



UTILITY CROSSING LEGEND  
 1/2" DIA. WATER  
 1/2" DIA. SEWER  
 1/2" DIA. GAS  
 1/2" DIA. ELECTRIC  
 1/2" DIA. TELEPHONE

MH 1	1/2" DIA. WATER 1/2" DIA. SEWER 1/2" DIA. GAS 1/2" DIA. ELECTRIC 1/2" DIA. TELEPHONE
MH 2	1/2" DIA. WATER 1/2" DIA. SEWER 1/2" DIA. GAS 1/2" DIA. ELECTRIC 1/2" DIA. TELEPHONE
MH 3	1/2" DIA. WATER 1/2" DIA. SEWER 1/2" DIA. GAS 1/2" DIA. ELECTRIC 1/2" DIA. TELEPHONE
MH 4	1/2" DIA. WATER 1/2" DIA. SEWER 1/2" DIA. GAS 1/2" DIA. ELECTRIC 1/2" DIA. TELEPHONE

MH 5	1/2" DIA. WATER 1/2" DIA. SEWER 1/2" DIA. GAS 1/2" DIA. ELECTRIC 1/2" DIA. TELEPHONE
MH 6	1/2" DIA. WATER 1/2" DIA. SEWER 1/2" DIA. GAS 1/2" DIA. ELECTRIC 1/2" DIA. TELEPHONE
MH 7	1/2" DIA. WATER 1/2" DIA. SEWER 1/2" DIA. GAS 1/2" DIA. ELECTRIC 1/2" DIA. TELEPHONE
MH 8	1/2" DIA. WATER 1/2" DIA. SEWER 1/2" DIA. GAS 1/2" DIA. ELECTRIC 1/2" DIA. TELEPHONE
MH 9	1/2" DIA. WATER 1/2" DIA. SEWER 1/2" DIA. GAS 1/2" DIA. ELECTRIC 1/2" DIA. TELEPHONE
MH 10	1/2" DIA. WATER 1/2" DIA. SEWER 1/2" DIA. GAS 1/2" DIA. ELECTRIC 1/2" DIA. TELEPHONE

MH 11	1/2" DIA. WATER 1/2" DIA. SEWER 1/2" DIA. GAS 1/2" DIA. ELECTRIC 1/2" DIA. TELEPHONE
MH 12	1/2" DIA. WATER 1/2" DIA. SEWER 1/2" DIA. GAS 1/2" DIA. ELECTRIC 1/2" DIA. TELEPHONE
MH 13	1/2" DIA. WATER 1/2" DIA. SEWER 1/2" DIA. GAS 1/2" DIA. ELECTRIC 1/2" DIA. TELEPHONE
MH 14	1/2" DIA. WATER 1/2" DIA. SEWER 1/2" DIA. GAS 1/2" DIA. ELECTRIC 1/2" DIA. TELEPHONE
MH 15	1/2" DIA. WATER 1/2" DIA. SEWER 1/2" DIA. GAS 1/2" DIA. ELECTRIC 1/2" DIA. TELEPHONE

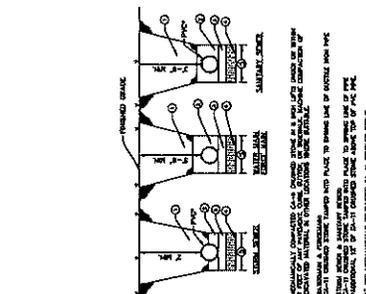
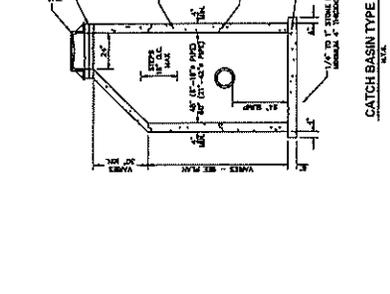
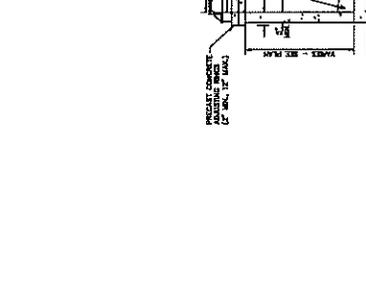
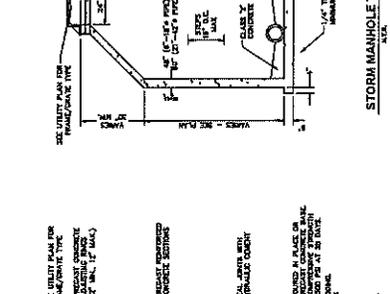
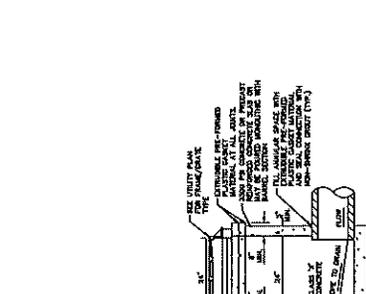
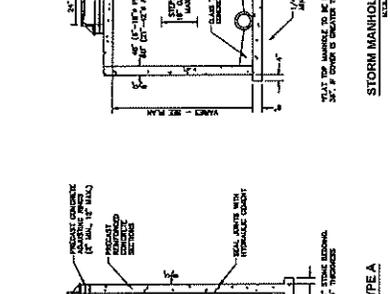
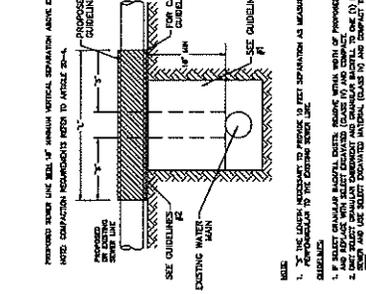
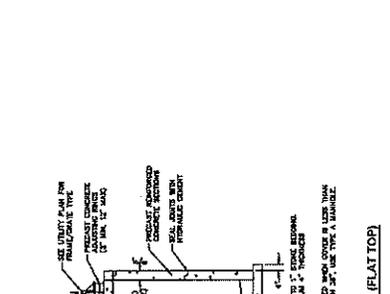
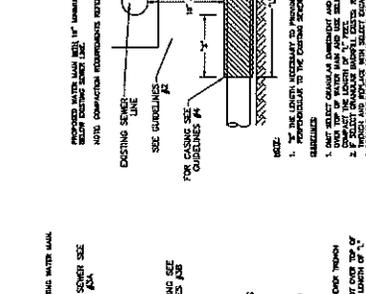
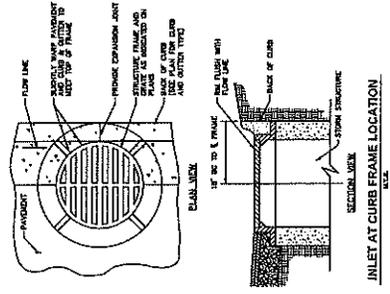


NO.	REVISIONS	DATE	BY

**Kimley-Horn**  
 CONSULTING ENGINEERS  
 1000 AVENUE P  
 LIBERTYVILLE, CO 80130  
 (303) 751-1000  
 WWW.KIMLEY-HORN.COM

SCALE: AS SHOWN  
 DESIGNED BY: AK  
 CHECKED BY: MM  
 DATE: 03/25/2021  
 PROJECT NO.: 1500 AVENUE P  
 SHEET NO.: 07  
 SHEET NAME: CONSTRUCTION DETAILS

**DPI LIBERTYVILLE**  
 1500 AVENUE P  
 LIBERTYVILLE, CO 80130  
 ORIGINAL ISSUE: 03/25/2021  
 RMA PROJECT NO.: 1500 AVENUE P  
 SHEET NUMBER: C7.1



**EXISTING WATER MAIN CROSSING DETAIL**  
 N.E.A.

NOTE: THE EXISTING WATER MAIN SHALL BE PROTECTED BY A 12" THICK CONCRETE SLAB WITH A MINIMUM VERTICAL SEPARATION OF 18" FROM THE PROPOSED SEWER MAIN. THE CONCRETE SHALL BE REINFORCED WITH #4 BARS AT 12" ON CENTER. THE SEWER MAIN SHALL BE PROTECTED BY A 12" THICK CONCRETE SLAB WITH A MINIMUM VERTICAL SEPARATION OF 18" FROM THE EXISTING WATER MAIN. THE CONCRETE SHALL BE REINFORCED WITH #4 BARS AT 12" ON CENTER. THE SEWER MAIN SHALL BE PROTECTED BY A 12" THICK CONCRETE SLAB WITH A MINIMUM VERTICAL SEPARATION OF 18" FROM THE EXISTING WATER MAIN. THE CONCRETE SHALL BE REINFORCED WITH #4 BARS AT 12" ON CENTER.

**PROPOSED SEWER OVER EXISTING WATER MAIN CROSSING DETAIL**  
 N.E.A.

NOTE: THE EXISTING WATER MAIN SHALL BE PROTECTED BY A 12" THICK CONCRETE SLAB WITH A MINIMUM VERTICAL SEPARATION OF 18" FROM THE PROPOSED SEWER MAIN. THE CONCRETE SHALL BE REINFORCED WITH #4 BARS AT 12" ON CENTER. THE SEWER MAIN SHALL BE PROTECTED BY A 12" THICK CONCRETE SLAB WITH A MINIMUM VERTICAL SEPARATION OF 18" FROM THE EXISTING WATER MAIN. THE CONCRETE SHALL BE REINFORCED WITH #4 BARS AT 12" ON CENTER.

**STORM MANHOLE (FLAT TOP)**  
 N.E.A.

NOTE: THE MANHOLE SHALL BE CONSTRUCTED WITH 12" THICK CONCRETE WALLS AND A 12" THICK CONCRETE SLAB WITH A MINIMUM VERTICAL SEPARATION OF 18" FROM THE SEWER MAIN. THE CONCRETE SHALL BE REINFORCED WITH #4 BARS AT 12" ON CENTER. THE SEWER MAIN SHALL BE PROTECTED BY A 12" THICK CONCRETE SLAB WITH A MINIMUM VERTICAL SEPARATION OF 18" FROM THE EXISTING WATER MAIN. THE CONCRETE SHALL BE REINFORCED WITH #4 BARS AT 12" ON CENTER.

**STORM MANHOLE TYPE A**  
 N.E.A.

NOTE: THE MANHOLE SHALL BE CONSTRUCTED WITH 12" THICK CONCRETE WALLS AND A 12" THICK CONCRETE SLAB WITH A MINIMUM VERTICAL SEPARATION OF 18" FROM THE SEWER MAIN. THE CONCRETE SHALL BE REINFORCED WITH #4 BARS AT 12" ON CENTER. THE SEWER MAIN SHALL BE PROTECTED BY A 12" THICK CONCRETE SLAB WITH A MINIMUM VERTICAL SEPARATION OF 18" FROM THE EXISTING WATER MAIN. THE CONCRETE SHALL BE REINFORCED WITH #4 BARS AT 12" ON CENTER.

**CATCH BASIN TYPE A**  
 N.E.A.

NOTE: THE CATCH BASIN SHALL BE CONSTRUCTED WITH 12" THICK CONCRETE WALLS AND A 12" THICK CONCRETE SLAB WITH A MINIMUM VERTICAL SEPARATION OF 18" FROM THE SEWER MAIN. THE CONCRETE SHALL BE REINFORCED WITH #4 BARS AT 12" ON CENTER. THE SEWER MAIN SHALL BE PROTECTED BY A 12" THICK CONCRETE SLAB WITH A MINIMUM VERTICAL SEPARATION OF 18" FROM THE EXISTING WATER MAIN. THE CONCRETE SHALL BE REINFORCED WITH #4 BARS AT 12" ON CENTER.

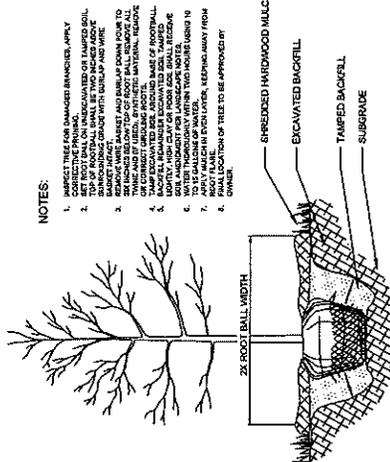
**PIPE BEDDING DETAIL**  
 N.E.A.

NOTE: THE PIPE SHALL BE BEDDED WITH 4" OF SAND OR OTHER GRANULAR MATERIAL. THE SAND SHALL BE COMPACTED TO A MINIMUM OF 95% RELATIVE COMPACTION. THE SAND SHALL BE COMPACTED TO A MINIMUM OF 95% RELATIVE COMPACTION. THE SAND SHALL BE COMPACTED TO A MINIMUM OF 95% RELATIVE COMPACTION. THE SAND SHALL BE COMPACTED TO A MINIMUM OF 95% RELATIVE COMPACTION.



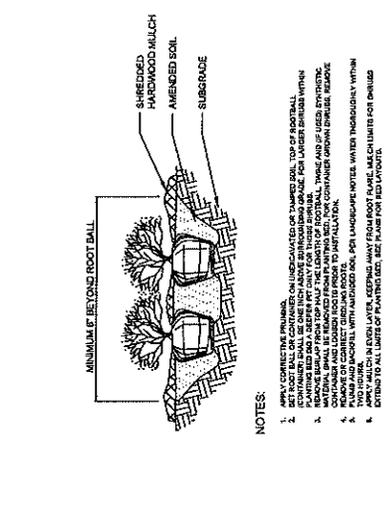






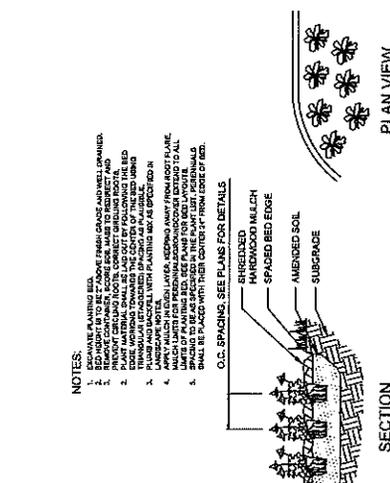
- NOTES:**
1. TRIM BRANCHES FOR BRANCHES, APPLY SET ROOT BALL ON UNCOMPACTED OR TAMPED SOIL. BRANCHES SHOULD BE TRIMMED TO MAINTAIN AN APPROPRIATE GRADE WITH MULCH AND WIRE.
  2. TRIM BRANCHES TO MAINTAIN CLEARANCE TO TRUNK AND TO BE USED, IN THE EVENT OF WIND DAMAGE, TO PREVENT DAMAGE TO ADJACENT AREAS.
  3. TRIM BRANCHES TO MAINTAIN CLEARANCE TO TRUNK AND TO BE USED, IN THE EVENT OF WIND DAMAGE, TO PREVENT DAMAGE TO ADJACENT AREAS.
  4. TRIM BRANCHES TO MAINTAIN CLEARANCE TO TRUNK AND TO BE USED, IN THE EVENT OF WIND DAMAGE, TO PREVENT DAMAGE TO ADJACENT AREAS.
  5. TRIM BRANCHES TO MAINTAIN CLEARANCE TO TRUNK AND TO BE USED, IN THE EVENT OF WIND DAMAGE, TO PREVENT DAMAGE TO ADJACENT AREAS.
  6. TRIM BRANCHES TO MAINTAIN CLEARANCE TO TRUNK AND TO BE USED, IN THE EVENT OF WIND DAMAGE, TO PREVENT DAMAGE TO ADJACENT AREAS.
  7. TRIM BRANCHES TO MAINTAIN CLEARANCE TO TRUNK AND TO BE USED, IN THE EVENT OF WIND DAMAGE, TO PREVENT DAMAGE TO ADJACENT AREAS.
  8. TRIM BRANCHES TO MAINTAIN CLEARANCE TO TRUNK AND TO BE USED, IN THE EVENT OF WIND DAMAGE, TO PREVENT DAMAGE TO ADJACENT AREAS.

**1 TREE PLANTING**



- NOTES:**
1. SET ROOT BALL ON UNCOMPACTED OR TAMPED SOIL. BRANCHES SHOULD BE TRIMMED TO MAINTAIN AN APPROPRIATE GRADE WITH MULCH AND WIRE.
  2. TRIM BRANCHES TO MAINTAIN CLEARANCE TO TRUNK AND TO BE USED, IN THE EVENT OF WIND DAMAGE, TO PREVENT DAMAGE TO ADJACENT AREAS.
  3. TRIM BRANCHES TO MAINTAIN CLEARANCE TO TRUNK AND TO BE USED, IN THE EVENT OF WIND DAMAGE, TO PREVENT DAMAGE TO ADJACENT AREAS.
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  7. TRIM BRANCHES TO MAINTAIN CLEARANCE TO TRUNK AND TO BE USED, IN THE EVENT OF WIND DAMAGE, TO PREVENT DAMAGE TO ADJACENT AREAS.
  8. TRIM BRANCHES TO MAINTAIN CLEARANCE TO TRUNK AND TO BE USED, IN THE EVENT OF WIND DAMAGE, TO PREVENT DAMAGE TO ADJACENT AREAS.

**2 SHRUB PLANTING**



- NOTES:**
1. EXCAVATE PLANTING BED.
  2. BED SHOULD BE 2\"/>

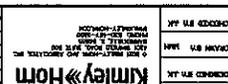
**3 PERENNIAL PLANTING**

**LANDSCAPE NOTES**

1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING MATERIALS AND PLANTS SHOWN ON THE LANDSCAPE PLAN. THE CONTRACTOR IS RESPONSIBLE FOR THE COST TO REPAIR UTILITIES, ADJACENT LANDSCAPE, PUBLIC AND PRIVATE PROPERTY THAT IS DAMAGED BY THE CONTRACTOR OR HIS SUBCONTRACTORS OPERATIONS DURING INSTALLATION OR DURING THE SPECIFIED MAINTENANCE PERIOD. CALL FOR UTILITY LOCATIONS PRIOR TO ANY EXCAVATION.
2. THE CONTRACTOR SHALL REPORT ANY DISCREPANCY IN PLAN VS. FIELD CONDITIONS IMMEDIATELY TO THE LANDSCAPE ARCHITECT, PRIOR TO CONTINUING WITH THAT PORTION OF WORK.
3. NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY OF THEIR TRENCHES OR EXCAVATIONS THAT SETTLE.
5. ALL PLANTS TO BE SPECIMEN GRADE, WELL BRANCHED, HEALTHY, FULL PRE-INOCULATED AND FERTILIZED. PLANTS SHALL BE FREE FROM DISEASE, PESTS, WOUNDS, AND SORES. PLANTS SHALL BE FREE FROM NOTICEABLE GAPS, HOLES, OR DEFORMITIES. PLANTS SHALL BE FREE FROM BROKEN OR DEAD BRANCHES. TRUNKS WILL BE NECESSARY TO PREVENT SUN SCALD AND INSECT DAMAGE. THE LANDSCAPE CONTRACTOR SHALL REMOVE THE WRAP AT THE PROPER TIME AS PART OF THIS CONTRACT.
6. THE OWNERS REPRESENTATIVE MAY REJECT ANY PLANT MATERIALS THAT ARE DISEASED, DEFORMED, OR OTHERWISE NOT EXHIBITING SUPERIOR QUALITY.
7. ALL NURSERY STOCK SHALL BE GUARANTEED, BY THE CONTRACTOR, FOR ONE YEAR FROM DATE OF FINAL INSPECTION. THE GUARANTEE BEGINS ON THE DATE OF THE LANDSCAPE ARCHITECT'S OR OWNERS WRITTEN ACCEPTANCE OF THE INITIAL PLANTING. REPLACEMENT PLANT MATERIAL SHALL HAVE A ONE YEAR GUARANTEE COMMENCING UPON PLANTING.
8. PLANTS TO MEET AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2014 OR MOST CURRENT VERSION) REQUIREMENTS FOR SIZE AND TYPE SPECIFIED.
9. PLANT MATERIALS AS NECESSARY PER STANDARD NURSERY PRACTICE AND TO CORRECT POOR BRANCHING OF EXISTING AND PROPOSED TREES.
10. TOPSOIL SHALL BE PROVIDED AND GRADED BY THE GENERAL CONTRACTOR UP TO 6 INCHES BELOW FINISHED GRADE IN TURF AREAS AND 18 INCHES IN PLANTING AREAS.
11. PLANTING AREA TOPSOIL SHALL BE AMENDED WITH 25% SPHAGNUM PEATMOSS, 5% HUMUS AND 70% FLUVERIZED SOIL FOR ALL NON TURF SEED MIX AREAS, SHRUB, ORNAMENTAL GRASS, PERENNIAL AND ANNUAL BEDS.
12. SEEDSOD LIMIT LINES ARE APPROXIMATE. CONTRACTOR SHALL SEEDSOD ALL AREAS WHICH ARE DISTURBED BY GRADING WITH THE SPECIFIED SEEDSOD MIXES.
13. EDGING TO BE A SPACED EDGE UNLESS INDICATED OTHERWISE ON THE PLANS. SPACED EDGE TO PROVIDE 1/2\"/>

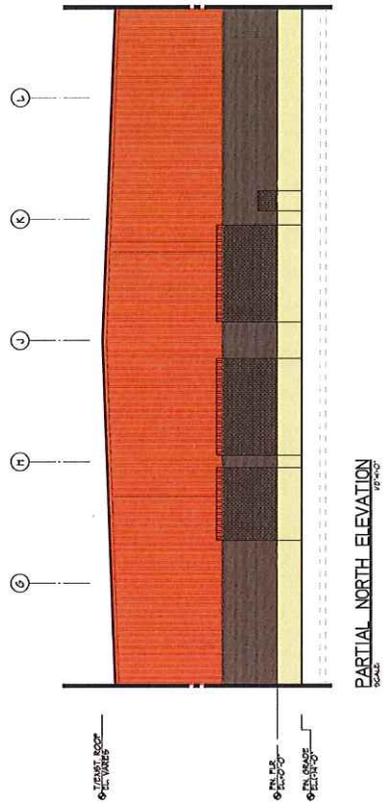
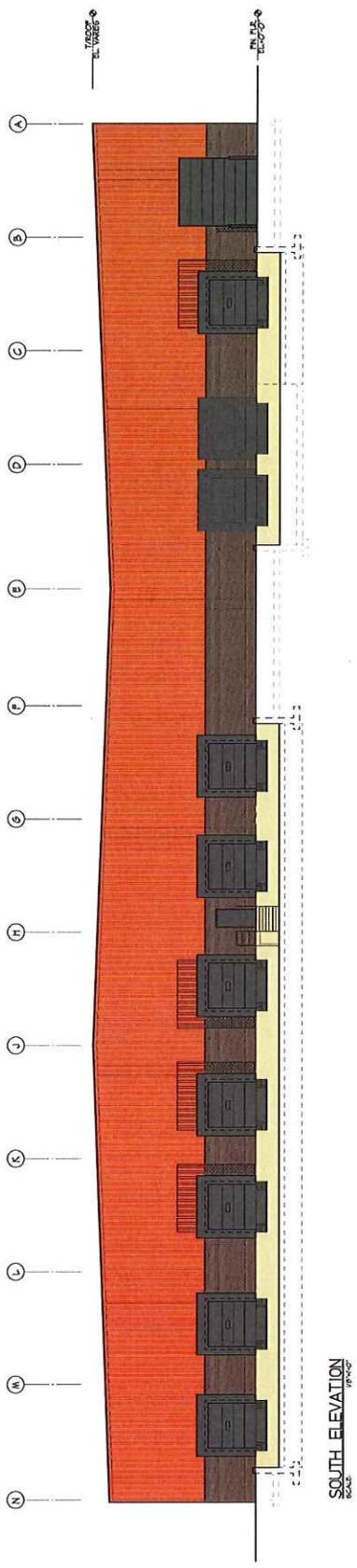
SECTION	ITEM	QUANTITY	REMARKS
SECTION 32.1 - TREE PLANTATION AND PROTECTION	GROUP A	3 TREES (FROM GROUP A)	3 TREES REMOVED FROM GROUP A
	GROUP B	2 TREES (FROM GROUP B OR B)	2 TREES REMOVED FROM GROUP B
	GROUP C	1 TREE (FROM GROUP C OR C)	1 TREE REMOVED FROM GROUP C
	GROUP D	NO REPLACEMENT TREES REQUIRED	NO REPLACEMENT TREES REQUIRED
SECTION 32.2 - PERENNIAL LANDSCAPE MATERIALS	1 1/2\"/>		

SECTION	ITEM	QUANTITY	REMARKS
SECTION 32.3 - TREE AND SHRUB PLANTATION OF PERENNIAL LANDSCAPE MATERIALS	1 1/2\"/>		



**LANDSCAPE NOTES AND DETAILS**











## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** May 25, 2021

**Agenda Item:** **REPORT OF THE  
APPEARANCE REVIEW COMMISSION**  
April 19, 2021 and May 17, 2021

**Appearance Review  
Commission**

**Recommendation:** Approve

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

**Background:** The Appearance Review Commission (ARC) met on April 19, 2021 and May 17, 2021, and reviewed seven (7) items that require Village Board approval.

The item heard at the April 19, 2021, meeting includes:

1. **1620 S. Milwaukee Avenue (Gries Architectural Group and Autobuilders, Authorized Agent for 1620 Milwaukee, LLC)**

Request is for approval of new building facades, landscaping, and lighting.

*Commissioner Tarello made a motion, seconded by Commissioner Flader, to recommend the Plan Commission/Zoning Board of Appeals approve the application for new building facades, landscaping, lighting, and signage at 1620 S. Milwaukee Avenue, subject to the following conditions: 1) The applicant return to the Commission with the signage details.*

*Motion carried 4 - 0.*

Staff notes that the initial application included proposed signage. As the signage would require a variation and the petitioner prefers to begin the facade changes immediately, the signage portion of the application has been removed from current Village Board action. Approval of facades, landscaping, and lighting is proposed at this time.

The items heard at the May 17, 2021, meeting includes:

1. **870 S. Milwaukee Avenue (North Shore Sign Co., Authorized Agent for Michael Massarelli)**

Request is for approval of new building signage.

**Village Board Agenda Supplement**  
**Page 2 of 3**

*Commissioner Flader made a motion, seconded by Commissioner Seneczko, to recommend the Village Board of Trustees approve the application for new signage at 870 S. Milwaukee Avenue, in accordance with the plans submitted.*

*Motion carried 4 - 0.*

2. **1050 S. Milwaukee Avenue (Volkan Signs & Lighting, Authorized Agent for Napleton Properties, LLC)**

Request is for approval of new signage.

*Commissioner Seneczko made a motion, seconded by Commissioner Burger, to recommend the Village Board of Trustees approve the application for new signage at 1050 S. Milwaukee Avenue, in accordance with the plans submitted.*

*Motion carried 4 - 0.*

3. **1899 W. Winchester Road (Lake County Forest Preserve District, Applicant)**

Request is for approval of new landscaping.

*Commissioner Flader made a motion, seconded by Commissioner Seneczko, to recommend the Village Board of Trustees approve the application for new landscaping at 1899 W. Winchester Road, in accordance with the plans submitted.*

*Motion carried 4 - 0.*

4. **338 Peterson Road (Katie Kick, Authorized Agent for Wynkoop Holdings LLC)**

Request is for approval of new building facades and other exterior improvements.

*Commissioner Flader made a motion, seconded by Commissioner Seneczko, to recommend the Village Board of Trustees approve the application for new building facades and other exterior improvements at 338 Peterson Road, subject to the following conditions: 1) Install bollards between the patio space and parking lot.*

*Motion carried 4 - 0.*

5. **1441 N. Milwaukee Avenue (Bleck & Bleck Architects, Authorized Agent for Sweet Honey Place LLC)**

Request is for approval of new building facades, landscaping, and signage.

*Commissioner Seneczko made a motion, seconded by Commissioner Flader, to recommend the Village Board of Trustees approve the application for new building facades, landscaping, and signage at 1441 N. Milwaukee Avenue, subject to the following conditions: 1) The Landscape Plan is resubmitted at a later date.*

**Village Board Agenda Supplement**  
**Page 3 of 3**

*Motion carried 4 - 0.*

**6. 1551 N. Milwaukee Avenue (Village of Libertyville, Applicant)**

Request is for approval of new fencing.

*Commissioner Seneczko made a motion, seconded by Commissioner Flader, to recommend the Village Board of Trustees approve the application for new fencing at 1551 N. Milwaukee Avenue, in accordance with the plans submitted.*

*Motion carried 4 - 0.*

## **REPORT OF THE APPEARANCE REVIEW COMMISSION**

### **April 19, 2021, Appearance Review Commission**

**ARC 21-18 Gries Architectural Group and Autobuilders, Authorized Agent for 1620 Milwaukee, LLC  
1620 S. Milwaukee Avenue**

#### **Request is for new building facades, landscaping, lighting, and signage.**

Mr. Brannin Gries, authorized agent with Gries Architectural Group and Autobuilders, presented the proposed building facades, landscaping, lighting, and signage for 1620 S. Milwaukee Avenue. Mr. Gries stated a new image program was released by Acura while they were undergoing construction to the service department. Mr. Gries stated they would like to update the showroom to the new image program. Mr. Gries stated there will be a new white ACM, black anodized aluminum, new glazing, and signage. Mr. Gries stated updates to the front parking area have been provided, too. Mr. Gries stated the footprint of the building has not changed. Chairman Robbins questioned if the applicant has reviewed Staff comments. Mr. Gries stated he understands the amount of landscaping required and the type of landscaping required. Chairman Robbins questioned the lighting concerns on site. Mr. Gries stated the Photometric Plan had been updated previously. Mr. Sandine stated he will look into the previous plan that was included. Chairman Robbins questioned the signage dimensions. Mr. Gries stated the contractors are still working through the sign program, so he has not been able to get the typical sign package. Mr. Gries stated he will need a variation for the quantity of signs and believes he will need to return to the Commission with the dimensions of the signage.

*Commissioner Tarello made a motion, seconded by Commissioner Flader, to recommend the Plan Commission/Zoning Board of Appeals approve the application for new building facades, landscaping, lighting, and signage at 1620 S. Milwaukee Avenue, subject to the following conditions: 1) The applicant return to the Commission with the signage details.*

*Motion carried 4 - 0.*

### **May 17, 2021, Appearance Review Commission**

**ARC 21-20 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 design from last month was unable to be scaled down and still be legible. Mr. Laska stated the new design will be a standard channel letter sign with an illuminated cabinet below. Mr. Laska stated the tagline cabinet will be opaque so only the letters are illuminated.

**Report of the Appearance Review Commission**  
**Page 2 of 5**

*Commissioner Flader made a motion, seconded by Commissioner Seneczko, to recommend the Village Board of Trustees approve the application for new signage at 870 S. Milwaukee Avenue, in accordance with the plans submitted.*

*Motion carried 4 - 0.*

**ARC 21-21 Volkan Signs & Lighting, Authorized Agent for Napleton Properties, LLC**  
**1050 S. Milwaukee Avenue**

**Request is for new signage.**

Mr. Phil Valenzo, authorized agent for Volkan Signs & Lighting, presented the proposed signage for 1050 S. Milwaukee Avenue. Mr. Valenzo stated the proposed Cadillac logo will be on the West Elevation facing Milwaukee Avenue. Mr. Valenzo stated the sign will be on the new fascia at 79 SF, which is underneath the allowable square footage. Chairman Robbins questioned if the sign has already been installed. Mr. Valenzo stated the ACM has been cut out for the sign, but it is covered up with a banner-like material. Mr. Valenzo stated the final product shown is the result of multiple signs being eliminated from the scope of work.

*Commissioner Seneczko made a motion, seconded by Commissioner Burger, to recommend the Village Board of Trustees approve the application for new signage at 1050 S. Milwaukee Avenue, in accordance with the plans submitted.*

*Motion carried 4 - 0.*

**ARC 21-23 Lake County Forest Preserve District, Applicant**  
**1899 W. Winchester Road**

**Request is for new landscaping.**

Mr. Jim Anderson and Mr. Matt Neltzen, authorized agents for Lake County Forest Preserve District, presented the proposed landscaping for 1899 W. Winchester Road. Mr. Neltzen stated their request is to remove exotic and invasive trees and shrubs on their campus in Libertyville. Mr. Neltzen stated the removals will be replaced with native plantings. Mr. Neltzen stated a few pine trees along the roadways will be removed and replaced, too. Chairman Robbins stated he likes the proposal and thinks it will be a vast improvement for the site. Commissioner Flader noted approximately 77 removals and 145 replacements, which is exceptional. Commissioner Flader noted the species look fine and he is okay with the proposal. Commissioner Seneczko stated he is okay with the proposal.

*Commissioner Flader made a motion, seconded by Commissioner Seneczko, to recommend the Village Board of Trustees approve the application for new landscaping at 1899 W. Winchester Road, in accordance with the plans submitted.*

*Motion carried 4 - 0.*

**Report of the Appearance Review Commission**  
**Page 3 of 5**

**ARC 21-24 Katie Kick, Authorized Agent for Wynkoop Holdings LLC**  
**338 Peterson Road**

**Request is for new building facades and other exterior improvements.**

Ms. Katie Kick and Mr. Travis Kick, authorized agents for Wynkoop Holdings LLC, presented the proposed building facades and other exterior improvements for 338 Peterson Road. Ms. Kick stated that Anam Cara is looking to expand their patio space by adding four tables, a few couches, and a 44" low wooden fence. Ms. Kick stated the fence will be high enough to block some of the noise and traffic. Chairman Robbins confirmed the applicant has seen the Staff comments about the safety bollards.

*Commissioner Flader made a motion, seconded by Commissioner Seneczko, to recommend the Village Board of Trustees approve the application for new building facades and other exterior improvements at 338 Peterson Road, subject to the following conditions: 1) Install bollards between the patio space and parking lot.*

*Motion carried 4 - 0.*

**ARC 21-25 Bleck & Bleck Architects, Authorized Agent for Sweet Honey Place LLC**  
**1441 N. Milwaukee Avenue**

**Request is for new building facades, landscaping, and signage.**

Mr. Bob Bleck, authorized agent for Bleck & Bleck Architects, presented the proposed building facades, landscaping, and signage for 1441 N. Milwaukee Avenue. Mr. Bleck stated this project as approved by the Commission in September 2020. However, there have been changes to the design during the building permit submittal process. Mr. Bleck stated the Fire Protection Room was moved to the upper floor on the north façade, so there is a door where there was a window. Mr. Bleck stated the front façade has windows moving to be more symmetrical, while the soldier course above the windows has been replaced with wood. Mr. Bleck stated the illumination will be cutoff, so it does not spill onto the neighboring properties. Mr. Bleck stated a few area wells were eliminated at the base. Mr. Bleck stated the Staff comments indicate air conditioning equipment is not permitted in the rear yard setback, so that may be moved into the front yard and screened. Mr. Bleck stated the colors on the building remain the same. Mr. Bleck stated the actual sign dimensions are 7'-4" by 5'-5", which is just underneath the 40 SF allowance. Mr. Bleck stated the sign will have a black background with white letters. Mr. Bleck stated only the letters will be illuminated. Mr. Bleck stated the base needed to be relocated due to a high-water mark, so it now the sign sits on the retaining wall. Mr. Bleck stated it will be a challenge to get the required plantings on the site. Mr. Bleck stated a few spruces may need to be replaced with arborvitae so that they are not on top of each other.

Chairman Robbins noted most of the Staff Comments were picked up in the executive summary. Chairman Robbins questioned if the proposal will go before the Zoning Board of Appeals. Mr. Bleck stated it is not their intention to go before the Zoning Board of Appeals, so they will work

**Report of the Appearance Review Commission**  
**Page 4 of 5**

towards accommodating the changes. Mr. Bleck stated most of the issues that require the variation can be managed. Mr. Bleck questioned if the stoop is considered a stoop at grade or if it is more like a patio. Mr. Sandine stated it will be considered a stoop above grade. Chairman Robbins questioned if the material submitted showed the actual sign size. Mr. Bleck stated the sign dimensions shown are incorrect and the accurate dimensions will be 7'-4" by 5'-5". The signage will then be scaled down to accommodate the differences. Chairman Robbins noted a few plantings within the IDOT ROW. Mr. Bleck stated the plantings can be shifted over to the west since the sign location has moved. Commissioner Flader confirmed the location of the monument sign will move west on top of the wall. Commissioner Flader confirmed there will be a small base for the sign to be elevated. Mr. Bleck stated there will be a hedge row across the southern parking lot that achieves the screening requirement. Commissioner Flader questioned if the location of the sign will affect the required landscaping. Mr. Sandine stated that as long as the required amount is in place then it will be compliant.

Commissioner Flader noted the selection of landscaping and the existing landscaping to the north will provide quite a bit of screening. Commissioner Flader questioned the additional arborvitae. Mr. Bleck stated the arborvitae will be necessary for the parking lot screening. Commissioner Flader questioned if a fence could be installed on top of the retaining wall. Mr. Sandine stated a fence is a possibility, but the location of the fence may require a variation. Chairman Robbins questioned if the primary concern is the long-term health of the planting. Commissioner Flader stated the species are generally large shade trees, which will be a maintenance issue in about ten (10) years. Chairman Robbins noted a tricky balance for the site, between required plantings and space. Commissioner Flader noted how some of the tree canopies project beyond the property line already. Commissioner Flader stated there will be issues about ten years down the road. Chairman Robbins questioned the options available given this information. Mr. Sandine stated Mr. Bleck is able to apply for a variation for the lack of plantings within the Perimeter Landscape Open Space or potentially locate them elsewhere on the property.

Chairman Robbins stated a few options for the Commission includes approving the Landscape Plan as submitted or approving the other aspects and continuing the landscaping. Chairman Robbins questioned if the applicant is able to receive a building permit without the landscaping being approved. Mr. Sandine stated the Village will look for the landscaping to be approved prior to building permit issuance. Chairman Robbins questioned how Mr. Bleck would like to proceed. Mr. Bleck stated they are getting to a critical point in starting the construction process. Mr. Bleck stated he would like to get approval with the condition of Staff recommendations and then figure out the landscaping alterations in the future. Commissioner Flader stated he has no issues with the Landscape Plan but did note that this plan will be overplanted from the start. Commissioner Seneczko and Commissioner Burger stated they have no additional comments and agree with the landscape comments.

*Commissioner Seneczko made a motion, seconded by Commissioner Flader, to recommend the Village Board of Trustees approve the application for new building facades, landscaping, and signage at 1441 N. Milwaukee Avenue, subject to the following conditions: 1) The Landscape Plan is resubmitted at a later date.*

**Report of the Appearance Review Commission**  
**Page 5 of 5**

*Motion carried 4 - 0.*

**ARC 21-19 Village of Libertyville, Applicant**  
**1551 N. Milwaukee Avenue**

**Request is for new fencings.**

Mr. Christopher Sandine, authorized agent for the Village of Libertyville, presented the proposed fencing for 1551 N. Milwaukee Avenue. Mr. Sandine stated the North Fire Station is proposing to install a split rail fence along the northwest property line. Mr. Sandine stated the fence will be a “rustic cedar” color and approximately four (4) feet in height.

*Commissioner Seneczko made a motion, seconded by Commissioner Flader, to recommend the Village Board of Trustees approve the application for new fencing at 1551 N. Milwaukee Avenue, in accordance with the plans submitted.*

*Motion carried 4 - 0.*



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** May 25, 2021

**Agenda Item:** **REPORT OF THE  
HISTORIC PRESERVATION COMMISSION**  
May 17, 2021

**Historic Preservation  
Commission**

**Recommendation:** Approve

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

**Background:** The Historic Preservation Commission (HPC) met on May 17, 2021, and reviewed two (2) items that require Village Board approval.

The items heard at the May 17, 2021, meeting includes:

1. **633 N. Milwaukee Avenue (Brandon Home Solutions Inc., Authorized Agent for Manchester Square LLC)**

Request is for approval of new building facades.

*Commissioner Kollman made a motion, seconded by Commissioner Galo, to recommend the Village Board of Trustees approve the application for new building facades at 633 N. Milwaukee Avenue, subject to the following conditions: 1) The decorative limestone ball remain at the northwest exit, and 2) The finish of the windows is a matte black.*

*Motion carried 5 - 0.*

2. **339 N. Milwaukee Avenue (RS Capital LLC, Applicant)**

Request is for approval of new building facades.

*Commissioner Galo made a motion, seconded by Commissioner Jondahl, to recommend the Village Board of Trustees approve the application for new building facades at 339 N. Milwaukee Avenue, subject to the following conditions: 1) The applicant return to the Commission with renderings that show the true paint colors.*

*Motion carried 4 - 0.*

## **REPORT OF THE HISTORIC PRESERVATION COMMISSION**

**May 17, 2021**

**HPC 21-06    Brandon Home Solutions Inc., Authorized Agent for Manchester Square LLC  
633 N. Milwaukee Avenue**

### **Request is for new building facades.**

Mr. Rodney Brandon and Mr. John Krambo, authorized agents for Manchester Square LLC, presented the proposed building facades for 633 N. Milwaukee Avenue. Commissioner Kollman questioned the color of the finish on the proposed windows. Mr. Krambo stated the finish will be a matte black. Commissioner Kollman questioned if the color will match the rest of the windows on the building. Mr. Krambo stated it will not match the rest of the windows but the frames on the fenestration are all steel plates that are black.

*Commissioner Jondahl arrived at 5:07 p.m.*

Chairman Hartshorne noted a black trim and Commissioner Hamilton-Smith noted a black decorative gate attached to the exit. Mr. Brandon noted the light fixtures are black, too. Chairman Hartshorne questioned the material. Mr. Krambo stated they will be a 6000 Series Aluminum. Chairman Hartshorne questioned what was happening with the decorative limestone balls. Mr. Krambo stated four (4) of them will be removed. Chairman Hartshorne noted the Staff report suggested the limestone balls remain. Mr. Brandon stated four (4) will be removed to accommodate the steel post that will be placed in between the openings. Mr. Brandon stated the two near the entrance will remain and the one near the exit will remain. Chairman Hartshorne questioned if the bottom windows will be non-operational. Commissioner Galo confirmed those windows will be there year-round. Commissioner Galo questioned if additional parking will be required to accommodate extra dining area. Commissioner Hamilton-Smith stated it would not be identified as additional dining since they are already using it as a dining area. Mr. Sandine stated additional parking would not be required for this improvement.

Commissioner Kollman questioned the type of glass for the units. Mr. Brandon stated they will be a commercial grade, thermal pane. Commissioner Kollman confirmed the ends will not be closed off. Mr. Brandon stated there is a plexiglass divider between the walls. Commissioner Hamilton-Smith stated it will be a considerable upgrade from what is there right now. Commissioner Hamilton-Smith noted the plexiglass looks temporary with aluminum clamps that hold it onto the wall. Commissioner Galo questioned if the opening will be fully sealed when closed. Mr. Brandon stated it will be weather tight, but the entrance and exit are going to be open. Commissioner Galo stated the project seems to be a pretty good solution for the restaurant. Commissioner Hamilton-Smith agreed and noted that the proposal dresses up the front of the building. Commissioner Jondahl confirmed the installation will be permanent. Commissioner Kollman stated the limestone balls will likely detract from the look with the type of proposal submitted. Commissioner Kollman stated he is okay with the proposal as presented. Chairman Hartshorne stated the only limestone balls to be removed are in the window openings. Mr. Krambo stated the ones on the outer edges will remain. Commissioner Jondahl questioned if the building is structurally sound to remove the

**Report of the Historic Preservation Commission**  
**Page 2 of 4**

wall in order to expand the eating area. Mr. Krambo stated he is unable to comment on that since they are not the engineers on the building.

*Commissioner Kollman made a motion, seconded by Commissioner Galo, to recommend the Village Board of Trustees approve the application for new building facades at 633 N. Milwaukee Avenue, subject to the following conditions: 1) The decorative limestone ball remain at the northwest exit, and 2) The finish of the windows is a matte black.*

*Motion carried 5 - 0.*

**HPC 21-07    RS Capital LLC, Applicant**  
**339 N. Milwaukee Avenue**

**Request is for new building facades.**

Mr. Scott Pomerich, authorized agent for RS Capital LLC, presented the proposed building facades for 339 N. Milwaukee Avenue. Commissioner Kollman questioned the representation of the white color that is proposed, noting the image provided looks more yellow. Mr. Pomerich stated the copier likely didn't represent the color very well. Mr. Pomerich stated the color on the building right now is more yellow, but the proposal is for a Farrow and Ball Joa's White color. Commissioner Kollman confirmed all the windows on the upper level will be replaced. Commissioner Kollman questioned if only some of the windows on the lower level will be replaced. Mr. Pomerich stated that along Milwaukee Avenue, the window to the right of the door will be replaced, along with the windows above the door and in the roofline. Mr. Pomerich stated the proposed windows will be an ebony color, modeled after the building across the street. Mr. Pomerich stated the windows will be double hung. Commissioner Kollman questioned the lower-level windows. Mr. Pomerich stated the door unit for Costa Coin will be replaced and the window will be changed for something that is more riot resistance. Mr. Pomerich stated the State Farm windows will remain in place. Commissioner Kollman questioned if the existing window frames will be painted black. Mr. Pomerich confirmed they will be painted to match. Commissioner Kollman confirmed the four (4) windows shown on the second floor will be replaced with two (2) double-hung windows.

Commissioner Kollman questioned the manufacturer of the paint. Mr. Pomerich stated they will be using Farrow and Ball colors with Sherwin Williams paint. He noted the sides of the top window are already gray, so only the fascia is white. Mr. Pomerich stated the color of the Down Pipe will be a dark gray. Commissioner Kollman confirmed the dormer walls and casing around the windows will be the Down Pipe color. Mr. Pomerich stated the windows will be the Ebony color and the outside the casing will be the Down Pipe color. Commissioner Jondahl confirmed the current yellow color on the building will be turned over into a white. Mr. Pomerich stated he will need to confirm except for maybe a side on Milwaukee Avenue. Commissioner Kollman questioned the bay window on Milwaukee Avenue. Mr. Pomerich stated it will be kept as white. Commissioner Kollman confirmed it will be the only window frame that is not black. Mr. Pomerich stated he is not opposed to it being a black color though. Commissioner Kollman stated it would be helpful to have this rendered so the Commission can visualize the information. Mr.

**Report of the Historic Preservation Commission**  
**Page 3 of 4**

Pomerich requested the Joa's White color to be shown on the screen. Mr. Jondahl questioned if the sign background color will be changed. Mr. Pomerich stated they did not anticipate changing the sign right now. Commissioner Kollman suggested at least painting it to match the same color.

Commissioner Kollman stated the doors are to be replaced with a single-door and light fixtures. Mr. Pomerich stated the thought is to change the door to have two-thirds glass and be the Ebony color. Commissioner Kollman stated Costa Coin will have a new door installed, too. Mr. Pomerich stated the yellow color shown on the building will be a softer white color.

Commissioner Kollman questioned the timeframe of the project. Mr. Pomerich stated they have a rather immediate timeframe, as they have been issued an interior building permit. He noted how the windows have a longer lead time, while the paint can be pushed off for a few months since that will be one of the last items completed. Mr. Pomerich would like to have the windows approved but can wait on the paint color. Commissioner Kollman questioned if there will be a post between the window units on the second floor. Mr. Pomerich stated the windows will but into each other. Commissioner Kollman recommended providing an exterior rendering that shows the new windows, doors, and colors. Mr. Pomerich stated they would like for the building to blend in rather than stand out in the area.

Commissioner Hamilton-Smith stated it would have been helpful to see the full design elevation, but also that she is satisfied with the proposal that has been submitted. Commissioner Hamilton-Smith stated the window change is acceptable and the colors suggested are not unusual. Commissioner Hamilton-Smith stated she is okay requesting a full design elevation, but she doesn't have a strong opinion. Commissioner Hamilton-Smith stated the proposal will still provide an upgrade to the building and the downtown area. Commissioner Kollman agreed it would be an improvement but reiterated that it would be helpful as a review body to see how the end product will look. Commissioner Kollman stated he understands the lead time for the windows and that the double-hung aspect makes sense. Commissioner Kollman stated there is a lot to interpret or imagine which can be a disadvantage to the design review process. Commissioner Kollman stated he does not have an issue with the black windows but would like to see how they all look together. Mr. Pomerich stated he does not have an issue trying to get a better representation to the Village with the colors, but he would like the Commission to be confident and comfortable with the double-hung windows. Mr. Pomerich stated he is hopeful to come back to the Commission in June with a better color representation.

*Commissioner Hamilton-Smith left the meeting at 5:53 p.m.*

Commissioner Galo stated he would not be averse to allowing the applicant to move ahead with the way it has been presented. Commissioner Galo stated the entrance to Costa Coin is a very nice addition. Commissioner Kollman provided the Commission with a representation of two window units versus three window units. Commissioner Kollman suggested providing more information on the colors to be installed.

**Report of the Historic Preservation Commission**  
**Page 4 of 4**

*Commissioner Galo made a motion, seconded by Commissioner Jondahl, to recommend the Village Board of Trustees approve the application for new building facades at 339 N. Milwaukee Avenue, subject to the following conditions: 1) The applicant return to the Commission with renderings that show the true paint colors.*

*Motion carried 4 - 0.*



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** May 25, 2021

**Agenda Item:** Consideration of a Resolution to Approve a Special Event – Prayer and Liturgy in Cook Park

**Staff Recommendation:** Approve Resolution

**Staff Contact:** Kelly A. Amidei, Village Administrator

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**Background:** Bonnie Quirke has submitted a request for a Prayer and Liturgy in Cook Park on Thursday, June 3, 2021 from 2:00 p.m. to 5:00 p.m.

Staff recommends Village Board approval of the Resolution approving the event on June 3, 2021 from 2:00 p.m. to 5:00 p.m., in Cook Park adhering to the guidelines of the Governor of Illinois regarding Phase 4 Bridge Phase of the COVID-19 pandemic which includes gatherings of 30 people per 1,000 sq ft.

RESOLUTION NO. 21-R-\_\_\_\_\_

A RESOLUTION TO APPROVE A SPECIAL EVENT FOR  
PRAYER AND LITURGY IN COOK PARK

**WHEREAS**, Bonnie Quirke has requested approval of a prayer and liturgy event in Cook Park on June 3, 2021; and

**WHEREAS**, Bonnie Quirke 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 Bonnie Quirke's request for a prayer and liturgy event in Cook Park on June 3, 2021.

**SECTION 2:** Bonnie Quirke will comply with the conditions identified in the approval of the events.

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

PASSED this \_\_\_\_<sup>th</sup> day of May, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_<sup>th</sup> day of May, 2021.

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Donna Johnson, Village President

ATTEST:

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Luke Stowe, Village Clerk

EVENT DATE(s): 6-3-2021



**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: PRAYER and LITURGY in COOK PARK

Sponsoring Organization: PRAYER PARTNERS

Address: [REDACTED]

Phone: [REDACTED] Fax: \_\_\_\_\_

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

Contact Person: BONNIE QUIRKE

Address: [REDACTED]

Daytime Phone: [REDACTED] Cell Phone: SAME

**Section 2: General Information**

Event Date: June 3, 2021

Event time (please list for each date): NOON - 5PM

Set up date and time: SAME

EVENT DATE(s): 6-3-2021

Dismantling/clean up date and time: 6-3-2021 5PM  
(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): 100-150

**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

COOK MEMORIAL

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: PRAYER

**Purpose of the event:**

PUBLIC PRAYER

**General description of the event:**

OUTDOOR MASS and PUBLIC ROSARY

Admission fee for event: \$ NONE

List organizations receiving proceeds from admissions:

EVENT DATE(s): 6-3-2021

**Section 5: Services for Special Event**

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

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

- Raffle
- Liquor – *Please check with the Village Administrator's office to see if you are eligible to serve liquor at your event.*
- Food service/vendor(s) – *Health inspections may be required; contact Lake County Health Department*

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

- Tent
- Electrical wiring/generator
- Signs/banners - application and regulations are attached
- Water (hydrant) usage – *Permit required; contact Public Works (847-918-2020)*
- Fireworks – *Permit required; contact Fire Department Administration (847) 362-5664*
- Amplifier
- Car show

**Other services not listed above:**

USE of THE PARK'S SOUND SYSTEM

**Section 6: Event Operation**

*Please check all that apply:*

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

**Type(s) of publicity used to promote event:**

**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): \_\_\_\_\_

**Section 6: Traffic, Security, Medical Services & Fees**

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

POLICE	FIRE	PUBLIC WORKS
<input type="checkbox"/> Traffic Control	<input type="checkbox"/> Ambulance	<input type="checkbox"/> Barricades
<input type="checkbox"/> Crowd Control	<input type="checkbox"/> Fire suppression	<input type="checkbox"/> Cones
<input type="checkbox"/> Event Security	<input type="checkbox"/> Fire inspections	<input type="checkbox"/> Orange snow fencing
<input type="checkbox"/> Money escorts		

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

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

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

		STREET NAME	CLOSE TIME	OPEN TIME
<input type="checkbox"/> Closure	<input type="checkbox"/> Parking			
<input type="checkbox"/> Closure	<input type="checkbox"/> Parking			
<input type="checkbox"/> Closure	<input type="checkbox"/> Parking			
<input type="checkbox"/> Closure	<input type="checkbox"/> Parking			
<input type="checkbox"/> Closure	<input type="checkbox"/> Parking			

**Section 7: Required Documents, Insurance & Hold Harmless Agreement**

**CERTIFICATE OF INSURANCE:**

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

**AUTOMOBILE INSURANCE:**

Does this event include use of vehicles?

- YES – Number of vehicles: \_\_\_\_\_
- NO

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

**HOLD HARMLESS:**

EVENT DATE(s): 6-3-2021

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 \_\_\_\_\_ (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 23 day of APRIL, 2021.

Bonnie Quirke

Signature

Date

BONNIE QUIRKE

Print name and title

BONNIE QUIRKE COORDINATOR PRAYER PARTNERS

Organization



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** May 25, 2021

**Agenda Item:** **REPORT OF THE ZONING BOARD OF APPEALS**  
**ZBA 21-10, Variation of Side Yard Setback**  
Charles and Judith Zemeske, Applicants  
234 Florence Court

**Staff Recommendation to Zoning Board of Appeals:** Approve variation of side yard setback.

**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:** At the May 10, 2021, Zoning Board of Appeals meeting, a request was heard for a side yard setback for a detached garage. The property owners had received a building permit based on a 1992 plat of survey for a Code-conforming garage. However, when the applicants commissioned a spot survey to document the location of the poured concrete slab, it was found that the initial survey misrepresented the east property line. The owners initially applied for a five (5) foot setback for the garage, while the spot survey showed the setback as 3.70 feet.

Members of the Zoning Board of Appeals concurred with the request as the permit was based on a licensed survey with no fault of the owner. 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 21-10, Charles and Judith Zemeske

**TO THE VILLAGE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF LIBERTYVILLE, LAKE COUNTY, ILLINOIS 60048.**

Pursuant to the **APPLICATION of CHARLES AD JUDITH ZEMESKE**, being the **OWNERS** of real estate located at **234 FLORENCE COURT**, the **ZONING BOARD OF APPEALS** of the Village of Libertyville held a **PUBLIC HEARING** to consider the **APPLICATION FOR A VARIATION TO REDUCE THE MINIMUM REQUIRED SIDE YARD SETBACK FROM 4.15 FEET TO APPROXIMATELY 3.70 FEET IN ORDER TO APPROVE THE CONSTRUCTION OF A DETACHED GARAGE FOR PROPERTY LOCATED IN AN R-7, SINGLE FAMILY ATTACHED RESIDENTIAL DISTRICT, CHAPTER 26, SECTION 4-8.5**, 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 **APRIL 23, 2021**, and held virtually on **MAY 10, 2021**, at **7:00 P.M.** Written notice was served by certified mail, return receipt requested to all property owners within 250 feet of the site.

At the **PUBLIC HEARING** the applicant and witnesses were duly sworn and questioned by the Zoning Board of Appeals. No objectors appeared at the hearing and no written objections to the proposed variation have been filed.

From the evidence and testimony submitted, the Zoning Board of Appeals of the Village of Libertyville hereby find the following:

***Background:***

The petitioners, Charles and Judith Zemeske, are requesting a variation to reduce the minimum required side yard setback in order to approve the construction of a detached garage for property located in an R-7, Single Family Attached Residential District at 234 Florence Court.

The subject site is approximately 49.9 feet wide with an area of approximately 7,353 square feet located on the north side of Florence Court.

The petitioner applied for a building permit to construct a detached with a 1992 plat of survey done by R E Decker that was later found to have inaccurate measurements with regards to the location of the east lot line. The 1992 survey was obtained by the petitioner when they purchased the residence in 1996. After the permit was granted, the petitioner hired a concrete contractor to remove the original garage foundation and pour the new garage foundation, which included an 8” trench pour down to the 42” frontline and a rebar mesh incorporated in the floor. The applicant stated that the foundation pouring was completed on August 22, 2020.

The next step of the new garage permit process was to provide a spot survey. The petitioner

contracted with R E Decker for this service. On August 27, 2020 the petitioner was provided with a

## Report of the Zoning Board of Appeals, ZBA 21-10

new survey dated September 16, 2020. However, the measurements from the 1992 survey had inaccuracies that misrepresented the location of the east lot line according to R E Decker.

The petitioner then requested a second survey (October 12, 2020) from R E Decker that showed the location of the original garage foundation per the 1992 plat of survey and the location of the new garage foundation per the September 16, 2020 survey.

The Zoning Board of Appeals notes that the spot survey indicates that the petitioner's new garage foundation is setback from the side property line 3.70 feet at the northeast corner which is 0.89 feet further from the property line than what the original garage was setback. The spot survey indicates that the petitioner's new garage foundation is setback from the side property line 3.90 feet at the southeast corner which is 1.26 feet further from the property line than the original garage location.

The applicant submitted their permit application using the 1992 plat of survey unaware of its inaccuracy. The applicant noted on the permit application site plan that the new garage will have a five (5) foot setback from the side property line. It wasn't until after the foundation was poured and a spot survey was completed before the discrepancy was discovered.

Zoning Code Section 14-4.1 allows for the side yard requirements for interior lots to be reduced in proportion to the actual lot width divided by the required lot width. The petitioner's actual lot width is 49.9 feet wide located in the R-7 Single Family Attached Residential District which if platted new today requires a minimum lot width of 60 feet. The petitioner's actual lot width is approximately 83% of the required 60 feet. This enables the petitioner's minimum required side yard setback to be reduced to 4.15 feet instead of the standard 5 feet.

The variation requested by the petitioner is for approval to reduce the minimum required side yard setback from 4.15 feet to approximately 3.70 feet in order to approve the completion of the proposed detached garage. The Zoning Board of Appeals noted that the unique physical condition of the subject lot is due to its substandard width. It is further noted that the reduced side yard setback would not be detrimental to the neighboring properties. The proposed thirteen and one-half foot tall detached garage structure would not materially impair an adequate supply of light and air to the adjacent properties. The Zoning Board of Appeals supports the variation request.

The Zoning Board of Appeals finds that carrying out 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 not satisfy each of the standards listed in Section 16-8.7 of the Zoning Code, as follows:

- a. General Standard. No variation shall be granted pursuant to this Section 16-8 unless the applicant shall establish that carrying out the strict letter of the provisions of this Code would create a particular hardship or a practical difficulty. Such a showing shall require proof that the variation being sought satisfies each of the standards set forth in this Section 16-8.7.
- b. Unique Physical Condition. The subject lot is exceptional because the 1992 Plat of Survey of the subject lot that was provided to the owners had inaccurate measurements on it. These

## Report of the Zoning Board of Appeals, ZBA 21-10

inaccurate measurements caused the misrepresentation of the east lot line location. Using these inaccurate measurements for the new garage foundation resulted in a side yard setback requirement nonconformance when the accurate east lot line location was identified. In addition, the lot is of a nonconforming width: 49.90 feet versus the minimum required 60 feet. This changes the side yard setback to 4.15 feet versus the minimum required 5 feet. Although the nonconformance of the lot is not initiating the variance request, it does need to be taken into consideration when calculating the side yard setback requirements.

- c. Not Self-Created. The 'unique condition' is that the 1992 Plat of Survey had inaccurate measurements and inaccurately placed the location of the east lot line. If the 1992 Plat of Survey had included accurate measurements, the new garage foundation would be more than 4.15 feet (the lot's minimum side yard setback requirement) from the east lot line.
- d. Denied Substantial Rights. The carrying out of the strict letter of the provision from which a variation is sought would deprive the owners substantial rights enjoyed by others.
- e. Not Merely Special Privilege. The alleged hardship or difficulty is neither merely the inability of the owners to enjoy some special privilege or additional rights 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 not in harmony with the general and specific purposes for which this Code and provision from which a variation is sought.
- 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. The original garage (built in 1942) was removed about 10 years ago, or around 2010. Adjusting the new garage foundation is not an option. Since there is an 8" trench pour on each side of the new garage foundation, cutting the floor of the new garage foundation on the east side to conform to the side yard setback requirement would cause the east side of the garage floor to become separated from the 8" trench pour under that

**Report of the Zoning Board of Appeals, ZBA 21-10**

side.

**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 REDUCE THE MINIMUM REQUIRED SIDE YARD SETBACK FROM 4.15 FEET TO APPROXIMATELY 3.70 FEET IN ORDER TO APPROVE THE CONSTRUCTION OF A DETACHED GARAGE FOR PROPERTY LOCATED IN AN R-7, SINGLE FAMILY ATTACHED RESIDENTIAL DISTRICT** be **APPROVED**.

The vote of the Zoning Board of Appeals recommending **APPROVAL** was 6 - 0, recorded as follows:

**AYES:** MOORE, FLORES, OAKLEY, PYTER, SCHULTZ, STEFFE

**NAYS:** NONE

**ABSENT:** NONE

Respectfully Submitted, May 18, 2021.

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Chair, Zoning Board of Appeals

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Secretary, Zoning Board of Appeals

**Report of the Zoning Board of Appeals, ZBA 21-10**

**EXHIBIT A**

Legal Description of the Property

Lot 1 in C. Fred Stewart's Subdivision of Part of F. H. Kuebker's Subdivision and of French's Addition to the Village of Libertyville of the North 1/2 of Section 21, Township 44 North, Range 11, East of the Third Principal Meridian, According to the Plat Thereof Recorded July 9, 1925 as Document 260986, in Book "O" of Plats, on Page 22, in Lake County, Illinois.

Address: 234 Florence Court, Libertyville, Illinois

P.I.N. 11-21-108-031

**EXCERPTS FROM ZONING BOARD OF APPEALS MEETING MINUTES**

**Draft May 10, 2021, Zoning Board of Appeals Meeting Minutes**

**ZBA 21-10 Charles and Judith Zemeske, Applicants  
234 Florence Court**

**Request is for a variation to reduce the minimum required side yard setback from 4.15 feet to approximately 3.70 feet in order to approve the construction of a detached garage for property located in an R-7, Single Family Attached Residential District.**

Mr. Charles Zemeske, Applicant, stated that they are requesting a variation to reduce the minimum required side yard setback in order to approve the construction of their detached garage. He stated that the 1992 plat of survey they used for their building permit application had incorrect lot line measurements and that this discrepancy was not discovered until they had the foundation spot survey done.

Board Member Flores stated that she understands the circumstances and has no problem with the variation request.

Board Member Steffe stated that the concrete slab was poured based upon the 1991 survey. He stated that he recognizes that it was an honest mistake and supports the variation request.

Board Member Schultz stated that he supports the variation.

Board Member Pyter stated that he supports the variation.

Board Member Oakley stated that he supports the variation.

Vice Chairman Moore stated that he has no more questions and asked the petitioner what they would like for the Zoning Board of Appeals to do. Mr. Zemeske stated that he is ready for the Zoning Board of Appeals to make a recommendation to the Village Board of Trustees.

*In the matter of ZBA 21-10, Board Member Steffe moved, seconded by Board Member Schultz, to recommend the Village Board of Trustees approve a variation to reduce the minimum required side yard setback from 4.15 feet to approximately 3.70 feet in order to approve the construction of a detached garage for property located in an R-7 Single Family Attached Residential District, in accordance with the plans submitted.*

*Motion carried 6 - 0.*

*Ayes: Moore, Flores, Oakley, Pyter, Schultz, Steffe  
Nays: None  
Absent: None*



**VILLAGE BOARD AGENDA SUPPLEMENT**

**Meeting Date:** May 25, 2021

**Agenda Item:** Consideration of a Resolution to Award a Contract to Best Quality Cleaning, LLC for Contractual Custodial Services

**Staff Recommendation:** Approve Resolution

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

**Background:** The Village contracts custodial services for most Village buildings. The current custodial service contract expires on June 30, 2021. Staff was contacted by the Village of Mundelein to participate in a joint bid for custodial services. The Village of Mundelein published a Request for Proposal on March 3, 2021 and opened bids on March 25, 2021. A total of eight bids were received and the Village’s total costs (not including the Sports Complex) along with a 5% contingency are summarized below:

<b>Contractor</b>	<b>Base Cost</b>	<b>5% Added Contingency</b>	<b>Total</b>
Atalaina US Midwest, LLC.	\$56,070.00	\$2,803.50	\$58,873.50
Crystal Maintenance Plus, Corp.	\$73,750.00	\$3,687.50	\$77,437.50
Best Quality Cleaning, LLC	\$84,250.00	\$4,212.50	\$88,462.50
Multisystem Management Company	\$89,100.00	\$4,455.00	\$93,555.00
Bravo Systems, Inc.	\$106,200.00	\$5,310.00	\$111,510.00
Uni-Max Management Corp.	\$127,200.00	\$6,360.00	\$133,560.00
Advanced Cleaning Systems, Inc.	\$127,220.00	\$6,361.00	\$133,581.00
Alpha Building Maintenance Services, Inc.	\$133,460.00	\$6,673.00	\$140,133.00

Atalaina US Midwest, LLC. has declined the custodial services work due to the Sports Complex being removed from the contract. Crystal Maintenance Plus, Corp. was the next apparent low bidder. After completing reference checks, it was noted that Crystal Maintenance had some past performance issues and was determined to not be suitable for Libertyville and Mundelein’s custodial services requirements. The most advantageous and responsive bidder was therefore Best Quality Cleaning, LLC. Mundelein and Libertyville checked numerous references for Best Quality Cleaning, which included the County of Lake, the Village of Crystal Lake and the Northbrook Public Library. All references were satisfactory. Mundelein and Libertyville have determined that Best Quality Cleaning, LLC met both Village’s custodial services requirements.

The Fiscal Year 2021/22 Annual Budget provides sufficient funds in various accounts for the custodial services. The contract for Fiscal Year 21/22 will start on July 1, 2021 and will end April 30, 2022. The proposed contract amount will be for \$88,462.50, which does not include the Sports Complex, but does include a 5% contingency. The contingency is for extra cleanings for windows, carpets, floors and day porter services outside of the contract scope that are deemed necessary by staff throughout the year. The contract with Best Quality Cleaning, LLC also includes 2 one-year contract renewals with no price increases.

Staff recommends approval of the attached resolution to award the contract to Best Quality Cleaning, LLC. for the contractual custodial services to in the amount not to exceed \$88,462.50 and authorize execution by the Village Administrator.

RESOLUTION 21-R-\_\_\_

A RESOLUTION APPROVING A CONTRACT WITH  
BEST QUALITY CLEANING, LLC, OF FRANKLIN PARK, ILLINOIS,  
FOR CONTRACTUAL CUSTODIAL SERVICES

WHEREAS, the Village and the Village of Mundelein (“*Mundelein*”) jointly sought bids for the award of a contract for the provision of custodial services at various properties maintained by the Village and Mundelein (“*Contract*”); and

WHEREAS, the Village and Mundelein received eight sealed bids for the Contract; and

WHEREAS, the Village and Mundelein have determined that Best Quality Cleaning, LLC, of Franklin Park, Illinois (“*Best Quality*”), is the most qualified and lowest responsible bidder for the Contract, based upon experience and references; and

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

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 Board of Trustees hereby approves the Contract with Best Quality, in an amount not to exceed \$88,462.50, which includes a 5% contingency for additional cleaning services that are deemed necessary by staff, in substantially the form attached to this Resolution as **Exhibit A**.

SECTION 3: The Village Administrator and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Contract upon receipt by the Village Clerk of at least one original copy of the Contract executed by Best Quality; provided, however,

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

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

PASSED this \_\_\_\_\_ day of May, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_\_ day of May, 2021.

\_\_\_\_\_  
Donna Johnson, Village President

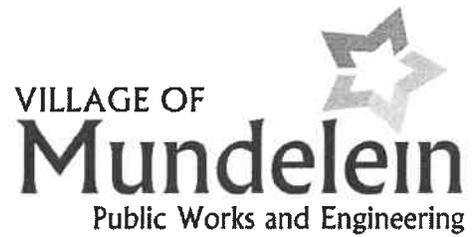
ATTEST:

\_\_\_\_\_  
Luke Stowe, Village Clerk

EXHIBIT A  
CONTRACT

# REQUEST FOR PROPOSALS

## CUSTODIAL SERVICES



PROPOSAL SUBMITTED BY		
Best Quality Cleaning, LLC		
Contractor's Name		
10015 Pacific Avenue		
Street		P.O. Box
Franklin Park, IL 60131		
City	State	Zip Code

**OWNER:**  
**VILLAGE OF LIBERTYVILLE**  
**200 EAST COOK AVENUE**  
**LIBERTYVILLE, IL 60048**  
**(847) 918-2100**

**OWNER:**  
**VILLAGE OF MUNDELEIN**  
**801 ALLANSON ROAD**  
**MUNDELEIN, IL 60060**  
**(847) 949-3270**

**EXHIBIT A**

**PROPOSAL FOR  
CUSTODIAL SERVICES**

Full Name of Bidder: Best Quality Cleaning, LLC  
Principal Office: Address 10015 Pacific Avenue, Franklin Park, IL 60131  
Local Office Address: " "  
Contact Person: Nehal Modi Telephone: 847-233-0202  
E-mail: bqc@sbcglobal.net

TO:

Village of Libertyville  
200 East Cook Avenue  
Libertyville, Illinois 60048

Village of Mundelein  
801 Allanson Road  
Mundelein, Illinois 60060

*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.

**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 \_\_\_\_\_ State: \_\_\_\_\_

Partnership  X  State:  DE

Individual Proprietorship: \_\_\_\_\_

Bidders Company/Firm Name:

Best Quality Cleaning, LLC

Bidders Company/Firm Address:

10015 Pacific Avenue, Franklin Park, IL 60131

Telephone:  847-233-0202

E-Mail:  bqc@sbcglobal.net

Signature:  *Nehal Modi*

Printed Name:  Nehal Modi

Title/Position (must be an official officer of company/firm):  Director

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

Name	Title	Address
Nehal Modi	Director	Chicago, IL 60654

**EXHIBIT B**

**VILLAGE OF MUNDELEIN  
VILLAGE OF LIBERTYVILLE  
CONTRACT/PROPOSAL FOR  
CUSTODIAL SERVICES**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

that \_\_\_\_\_

(Here insert full name and address of Bidder)

as Principal, hereinafter called Bidder, and

\_\_\_\_\_

(Here insert full name and address of Surety)

as Surety, a corporation organized and existing under the laws of the State of \_\_\_\_\_ Illinois, hereinafter called Surety, are held and firmly bound unto Village of Mundelein, 801 Allanson Road, Mundelein, Illinois 60060, and Village of Libertyville, 200 East Cook Avenue, Libertyville, Illinois 60048 as Obligee, hereinafter called Owners, in the full and just sum of Five Thousand Dollars (\$ 5,000.00), for the payment of which sum of money well and truly to be made, Bidder and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Bidder has submitted a Proposal dated \_\_\_\_\_, 2021, to Owners entitled **Custodial Services** (the "Contract/Proposal"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Bidder shall timely submit all additional information that is required of it and, if the Contract/Proposal shall be accepted by Owners, Bidder shall (1) timely submit all the Bonds and all the certificates of insurance required of it, (2) timely execute all other required documentation related to the Contract/Proposal, and (3) in all other respects, perform the agreement created by Owner's acceptance of the Contract/Proposal, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that the obligations of Surety under this bond shall be in no way impaired or affected by any extension of the time within which Owner may accept the Contract/Proposal, and Surety does hereby waive notice of any such extension.

Owner shall have no obligation to actually incur any expense or correct any deficient performance of Bidder in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or the heirs, executors, administrators or successors of Owner.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Attest/Witness

PRINCIPAL

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attest/Witness:

SURETY:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT C**

**VILLAGE OF MUNDELEIN  
VILLAGE OF LIBERTYVILLE  
CONTRACT/PROPOSAL FOR  
CUSTODIAL SERVICES**

**CONTRACTOR'S WORK HISTORY STATEMENT**

Add separate sheets if necessary, for full disclosure. Joint ventures must submit separate work history statements for the joint venture and for each signatory to the joint venture agreement.

	NAME	YEARS WITH COMPANY	CONTACT NUMBER
Project Manager	Nehal Modi	10	847-233-0202
Superintendent	Marta Czemerys	10	847-233-0202
Field Supervisor	Anna Lukaszewski	6	847-233-0202

A. Provide one (1) reference, including work performed and contract value, from each of the following.

PROJECT 1			
Owner Name	Village of Lincolnwood		
Address	6900 N. Lincoln Avenue, Lincolnwood, IL		
Contact Person	Nadium Badran		
Telephone	847-745-4859		
Type of Work	General cleaning + two times per year, floor care		
Contract Value	\$ 4,480.00	Completion Date:	Client since March, 2007

PROJECT 2			
Owner Name	City of Crystal Lake		
Address	100 West Municipal Complex, Crystal Lake, IL		
Contact Person	Don Christenson		
Telephone	815-459-2020		
Type of Work	General cleaning + two times per year, floor care & windows		
Contract Value	\$ 6,580.00	Completion Date:	Customer Since May, 2001

PROJECT 3	
Owner Name	Village of Hillside
Address	425 Hillside Ave., Hillside, IL
Contact Person	Noreen Thermos
Telephone	708-202-4390
Type of Work	General Cleaning

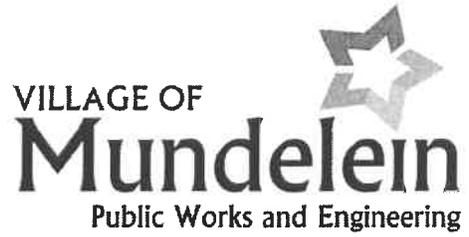
Contract Value	\$ 3,870.00	Completion Date:	Client since July, 2006
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B. Provide a complete list of current workload, percent complete, and expected date of completion.

PROJECT NAME: Lake County Government			
Location	20+ buildings throughout lake county		
Type of Work	General Cleaning + two times per year floor care		
Contract Value	\$ 24,515.00	Percent Complete:	n/a
Expected Completion Date	n/a	Reference Person	Chad Wright
		Reference Phone	847-377-2501

PROJECT NAME: Fountaindale Public Library			
Location	300 W. Briarcliff Rd., Bolingbrook, IL		
Type of Work	DayPorter, general evening cleaning + floor care		
Contract Value	\$ 6,921.00	Percent Complete:	n/a
Expected Completion Date	n/a	Reference Person	Tasos Priovolos
		Reference Phone	630-685-4209

PROJECT NAME: Northbrook Public Library			
Location	1201 Cedar Lane, Northbrook, IL		
Type of Work	DayPorter, General evening cleaning + Hard floor care		
Contract Value	\$ 4,680.00	Percent Complete:	n/a
Expected Completion Date	n/a	Reference Person	Joe Skittino
		Reference Phone	847-272-6889



**ADDENDUM No. 1 TO REQUEST FOR PROPOSAL DOCUMENT**  
**CUSTODIAL SERVICES**

PROPOSAL DEADLINE DATE: MARCH 25, 2021

DATE OF ADDENDUM: 3/15/21

PLEASE SIGN THIS ADDENDUM AND ATTACH TO THE FRONT OF YOUR PROPOSAL.

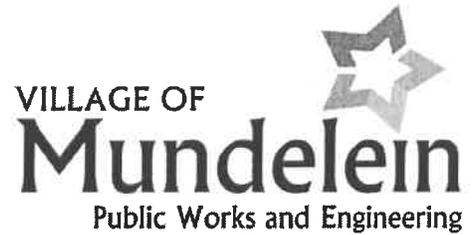
COMPANY NAME Best Quality Cleaning, LLC

SIGNATURE *Renal Modi*

DATE 03-22-2021

This addendum is to revise language under: EXHIBIT F: PRICE PROPOSALS FOR THE VILLAGE OF LIBERTYVILLE.

**Addition: Estimated square footage added to the Village of Libertyville building locations.**



**ADDENDUM No. 1 TO REQUEST FOR PROPOSAL DOCUMENT  
CUSTODIAL SERVICES**

PROPOSAL DEADLINE DATE: MARCH 25, 2021

DATE OF ADDENDUM: 3/15/21

PLEASE SIGN THIS ADDENDUM AND ATTACH TO THE FRONT OF YOUR PROPOSAL.

COMPANY NAME Best Quality Cleaning, LLC

SIGNATURE Mural Modi

DATE 03-22-2021

This addendum is to revise language under: EXHIBIT E: SPECIFICATIONS AND EXHIBITS – LIBERTYVILLE (page 71)

**Modify as follows:**

**EXHIBIT F**

**PRICE PROPOSAL FORM FOR THE VILLAGE OF MUNDELEIN**

**It is expressly understood and agreed that:**

1. All prices stated in the Schedule of Prices are firm and shall not be subject to change.
2. The 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; and
4. Any items of Work not specifically listed or referred to in the Schedule of Prices shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

<b>Location</b>	<b>Monthly Cost FY22 (5/1/21 - 4/30/22)</b>	<b>Monthly Cost FY23 (5/1/22 - 4/30/23)</b>	<b>Monthly Cost FY24 (5/1/23 - 4/30/24)</b>
Police Department	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00
Fire Station #1	\$ 200.00	\$ 200.00	\$ 200.00
Metra Train Station	\$ 400.00	\$ 400.00	\$ 400.00
Public Works & Engineering Complex	\$ 650.00	\$ 650.00	\$ 650.00
Village Hall	\$ 1,850.00	\$ 1,850.00	\$ 1,850.00
<b>Total Monthly Cost</b>	<b>\$ 5,350.00</b>	<b>\$ 5,350.00</b>	<b>\$ 5,350.00</b>

**Alternate Bid #1**

<b>Location</b>	<b>Monthly Cost FY22 (5/1/21 - 4/30/22)</b>	<b>Monthly Cost FY23 (5/1/22 - 4/30/23)</b>	<b>Monthly Cost FY24 (5/1/23 - 4/30/24)</b>
Public Works & Engineering Complex	\$ 1,050.00	\$ 1,050.00	\$ 1,050.00

<b>Buildings</b>	<b>Monthly Cost FY22 (7/1/21 - 4/30/22)</b>	<b>Monthly Cost FY23 (5/1/22 - 4/30/23)</b>	<b>Monthly Cost FY24 (5/1/23 - 4/30/24)</b>
Village Hall 118 W. Cook 7488sqft	\$ 950.00	\$ 950.00	\$ 950.00
Schertz/Police 200 E. Cook 16,934sqft	\$ 1,525.00	\$ 1,525.00	\$ 1,525.00
Public Works 600 North Ave 2500sqft	\$ 450.00	\$ 450.00	\$ 450.00
Adler Lodge (Winter) 3000sqft	\$ 650.00	\$ 650.00	\$ 650.00
Adler Lodge (Summer)	\$ 350.00	\$ 350.00	\$ 350.00
Crawford (Winter) 3000sqft	\$ 650.00	\$ 650.00	\$ 650.00
Crawford (Summer)	\$ 350.00	\$ 350.00	\$ 350.00
Parks 544 North Ave 2000sqft	\$ 375.00	\$ 375.00	\$ 375.00
Riverside Preschool 4,400sqft	\$ 950.00	\$ 950.00	\$ 950.00
Riverside Bathrooms 700sqft	\$ 350.00	\$ 350.00	\$ 350.00
Train Stations (3 Locations) 2000sqft total	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Butler Lake Field House Washrooms 350sqft	\$ 275.00	\$ 275.00	\$ 275.00
Sports Complex 168,684sqft	\$ 5,450.00	\$ 5,450.00	\$ 5,450.00
Cook House 1000sqft	\$ 350.00	\$ 350.00	\$ 350.00
Water Treatment Plant 1500sqft	\$ 200.00	\$ 200.00	\$ 200.00
<b>TOTAL MONTHLY COST</b>	<b>\$ 13,875.00</b>	<b>\$ 13,875.00</b>	<b>\$ 13,875.00</b>

**PRICE PROPOSAL FORM FOR THE VILLAGE OF LIBERTYVILLE**

**Extra Requested Items:**

<b>ITEM</b>	<b>UNIT</b>	<b>COST</b>
Strip and Wax Floors	Square foot	.32¢
Strip and Wax Floors (if sealer need to be removed)	Square foot	.45¢
Restorative carpet cleaning: shampoo and steam clean	Square foot	.18¢
Window Washing (Interior)	Each (window)	\$8.00
Window Washing (Exterior)	Each (window)	\$10.00
Wet-Scrub and recoat floors	Square foot	.18¢
Burnish Floors	Square foot	.12¢
Machine wet scrub floors	Square foot	.15¢
Daily Helper rate (painting, cleanup, light bulb changing)	Hour	\$18.50



10015 Pacific Avenue  
Franklin Park, IL 60131

Phone: (847) 233-0202 \* Fax: (847) 233-0505  
Email: [bqc@sbcglobal.net](mailto:bqc@sbcglobal.net)  
Website: [www.bestqualitycleaninginc.com](http://www.bestqualitycleaninginc.com)

***Best Quality Cleaning's current list of Municipality, Park District, Library and School District***

City of Crystal Lake  
City of Northlake  
Village of Barrington Hills  
Village of Bensenville (Police Dept.)  
Village of Bloomingdale  
Village of Hillside  
Village of Lincolnwood  
Village of Riverwoods

Palatine Township  
Cuba Township

Lake County Government (20+ buildings, Courthouses, Public Works, Solid Waste Agency & Judicial)

Naperville Park District Golf Courses  
St. Charles Park District  
Downers Grove Park District

Forest Preserve District of DuPage County  
Forest Preserve District of Kane County

Algonquin Area Public Libraries  
Bloomingdale Library  
Deerfield Public Library  
Downers Grove Public Library  
Fountaindale Public Library District  
Franklin Park Public Library  
Joliet Public Libraries  
Northbrook Public Library  
Woodridge Public Library  
Oak Lawn Public Library

Main Township High School  
St. Francis Borgia  
Hillel Torah Day School  
Chicago School of Professional Psychology  
Universal Technical Institute



**Custodial Services Bid Tabulation**

*Price does not include  
the Sports Complex.*

<b>Location</b>	<b>Atalaina US Midwest, LLC.</b>	<b>Crystal Maintenance Plus, Corp.</b>	<b>Best Quality Cleaning</b>	<b>Multisystem Management Company</b>	<b>Bravo Systems, Inc.</b>	<b>Uni-Max Management Corp.</b>	<b>Advanced Cleaning Systems, Inc.</b>	<b>Alpha Building Maintenance Services, Inc.</b>
Village Hall	\$7,090	\$7,800	\$9,500	\$7,800	\$8,680	\$15,000	\$8,600	\$9,520
Schertz Building	\$20,210	\$12,900	\$15,250	\$18,720	\$13,500	\$29,000	\$29,130	\$32,440
Public Works	\$3,550	\$5,900	\$4,500	\$7,800	\$6,110	\$4,000	\$12,190	\$13,580
Adler Lodge (Winter)	\$710	\$1,200	\$6,500	\$3,900	\$4,830	\$7,800	\$1,750	\$3,780
Adler Lodge (Summer)	\$4,960	\$6,900	\$3,500	\$5,460	\$10,840	\$7,800	\$5,340	\$8,750
Crawford (Winter)	\$710	\$1,900	\$6,500	\$3,900	\$4,800	\$7,800	\$3,750	\$6,180
Crawford (Summer)	\$4,960	\$4,550	\$3,500	\$5,460	\$11,690	\$7,800	\$5,470	\$8,750
Parks Building	\$1,060	\$3,950	\$3,750	\$2,340	\$3,640	\$4,000	\$5,570	\$6,180
Riverside Preschool	\$5,320	\$7,900	\$9,500	\$3,900	\$9,990	\$16,500	\$8,020	\$8,930
Riverside Bathrooms	\$1,450	\$2,900	\$3,500	\$5,460	\$5,400	\$5,000	\$3,980	\$4,430
Train Stations (3 locations)	\$3,720	\$8,200	\$10,000	\$14,560	\$17,670	\$14,000	\$29,500	\$16,770
Butler Lake Field House Washrooms	\$1,450	\$7,600	\$2,750	\$5,960	\$5,350	\$3,500	\$8,350	\$9,400
Cook House	\$350	\$150	\$3,500	\$1,500	\$200	\$500	\$1,350	\$250
Wastewater Treatment Plant	\$530	\$1,900	\$2,000	\$2,340	\$3,500	\$4,500	\$4,220	\$4,500
<b>Subtotal</b>	<b>\$56,070</b>	<b>\$73,750</b>	<b>\$84,250</b>	<b>\$89,100</b>	<b>\$106,200</b>	<b>\$127,200</b>	<b>\$127,220</b>	<b>\$133,460</b>
<b>5% Added Contingency</b>	<b>\$2,804</b>	<b>\$3,688</b>	<b>\$4,213</b>	<b>\$4,455</b>	<b>\$5,310</b>	<b>\$6,360</b>	<b>\$6,361</b>	<b>\$6,673</b>
<b>Total</b>	<b>\$58,874</b>	<b>\$77,438</b>	<b>\$88,463</b>	<b>\$93,555</b>	<b>\$111,510</b>	<b>\$133,560</b>	<b>\$133,581</b>	<b>\$140,133</b>

BID TAB: VILLAGE OF MUNDELEIN

	Alpha Building Maintenance Services, Inc.			Uni-Max Management Corp.			Best Quality Cleaning, LLC			Atalaina US Midwest, LLC.		
	Monthly Cost FY22 (5/1/21-4/30/22)	Monthly Cost FY23 (5/1/22-4/30/23)	Monthly Cost FY24 (5/1/23-4/30/24)	Monthly Cost FY22 (5/1/21-4/30/22)	Monthly Cost FY23 (5/1/22-4/30/23)	Monthly Cost FY24 (5/1/23-4/30/24)	Monthly Cost FY22 (5/1/21-4/30/22)	Monthly Cost FY23 (5/1/22-4/30/23)	Monthly Cost FY24 (5/1/23-4/30/24)	Monthly Cost FY22 (5/1/21-4/30/22)	Monthly Cost FY23 (5/1/22-4/30/23)	Monthly Cost FY24 (5/1/23-4/30/24)
Police Department	\$4,640	\$4,732	\$4,826	\$3,100	\$3,100	\$3,162	\$2,250	\$2,250	\$2,250	\$3,351	\$3,418	\$3,486
Fire Station #1	\$70	\$72	\$74	\$100	\$100	\$102	\$200	\$200	\$200	\$28	\$29	\$30
Metra Train Station	\$519	\$529	\$539	\$600	\$600	\$612	\$400	\$400	\$400	\$177	\$181	\$185
Public Works & Engineering	\$1,113	\$1,135	\$1,157	\$800	\$800	\$816	\$650	\$650	\$650	\$691	\$705	\$719
Village Hall	\$2,662	\$2,715	\$2,769	\$2,000	\$2,000	\$2,040	\$1,850	\$1,850	\$1,850	\$1,773	\$1,808	\$1,844
Total Monthly Cost	\$9,004	\$9,183	\$9,365	\$6,600	\$6,600	\$6,732	\$5,350	\$5,350	\$5,350	\$6,020	\$6,141	\$6,264

Alternate Bid #1	Alpha Building Maintenance Services, Inc.			Uni-Max Management Corp.			Best Quality Cleaning, LLC			Atalaina US Midwest, LLC.		
	Monthly Cost FY22 (5/1/21-4/30/22)	Monthly Cost FY23 (5/1/22-4/30/23)	Monthly Cost FY24 (5/1/23-4/30/24)	Monthly Cost FY22 (5/1/21-4/30/22)	Monthly Cost FY23 (5/1/22-4/30/23)	Monthly Cost FY24 (5/1/23-4/30/24)	Monthly Cost FY22 (5/1/21-4/30/22)	Monthly Cost FY23 (5/1/22-4/30/23)	Monthly Cost FY24 (5/1/23-4/30/24)	Monthly Cost FY22 (5/1/21-4/30/22)	Monthly Cost FY23 (5/1/22-4/30/23)	Monthly Cost FY24 (5/1/23-4/30/24)
Public Works & Engineering	\$1,838	\$1,874	\$1,911	\$1,000	\$1,000	\$1,000	\$1,050	\$1,050	\$1,050	\$1,152	\$1,175	\$1,199

	Advanced Cleaning Systems, Inc.			Multisystem Management Company			Bravo Services, Inc.			Crystal Maintenance Plus, Corp.		
	Monthly Cost FY22 (5/1/21-4/30/22)	Monthly Cost FY23 (5/1/22-4/30/23)	Monthly Cost FY24 (5/1/23-4/30/24)	Monthly Cost FY22 (5/1/21-4/30/22)	Monthly Cost FY23 (5/1/22-4/30/23)	Monthly Cost FY24 (5/1/23-4/30/24)	Monthly Cost FY22 (5/1/21-4/30/22)	Monthly Cost FY23 (5/1/22-4/30/23)	Monthly Cost FY24 (5/1/23-4/30/24)	Monthly Cost FY22 (5/1/21-4/30/22)	Monthly Cost FY23 (5/1/22-4/30/23)	Monthly Cost FY24 (5/1/23-4/30/24)
Police Department	\$5,738	\$5,738	\$5,910	\$3,882	\$3,882	\$3,998	\$3,050	\$3,050	\$3,141.50	\$2,360	\$2,360	\$2,360
Fire Station #1	\$175	\$175	\$200	\$150	\$150	\$154	\$105	\$105	\$108.15	\$50	\$50	\$50
Metra Train Station	\$254	\$254	\$262	\$346	\$346	\$356	\$395	\$395	\$406.85	\$280	\$280	\$280
Public Works & Engineering	\$1,352	\$1,352	\$1,393	\$624	\$624	\$642	\$885	\$885	\$911.55	\$980	\$980	\$980
Village Hall	\$2,352	\$2,352	\$2,423	\$1,090	\$1,090	\$1,122	\$2,046	\$2,046	\$2,107.38	\$1,125	\$1,125	\$1,125
Total Monthly Cost	\$9,871	\$9,871	\$10,188	\$6,092	\$6,092	\$6,272	\$6,481	\$6,481	\$6,675.43	\$4,795	\$4,795	\$4,795

Alternate Bid #1	Advanced Cleaning Systems, Inc.			Multisystem Management Company			Bravo Services, Inc.			Crystal Maintenance Plus, Corp.		
	Monthly Cost FY22 (5/1/21-4/30/22)	Monthly Cost FY23 (5/1/22-4/30/23)	Monthly Cost FY24 (5/1/23-4/30/24)	Monthly Cost FY22 (5/1/21-4/30/22)	Monthly Cost FY23 (5/1/22-4/30/23)	Monthly Cost FY24 (5/1/23-4/30/24)	Monthly Cost FY22 (5/1/21-4/30/22)	Monthly Cost FY23 (5/1/22-4/30/23)	Monthly Cost FY24 (5/1/23-4/30/24)	Monthly Cost FY22 (5/1/21-4/30/22)	Monthly Cost FY23 (5/1/22-4/30/23)	Monthly Cost FY24 (5/1/23-4/30/24)
Public Works & Engineering	\$2,046	\$2,046	\$2,108	\$1,040	\$1,040	\$1,071	\$1,105	\$1,105	\$1,138	\$1,480	\$1,480	\$1,560

BID TAB: VILLAGE OF LIBERTYVILLE

	Alpha Building Maintenance Services, Inc.			Uni-Max Management Corp.			Best Quality Cleaning, LLC			Atalaina US Midwest, LLC		
	Monthly Cost FY22 (7/1/21-4/30/22)	Monthly Cost FY23 (5/1/22-4/30/23)	Monthly Cost FY24 (5/1/23-4/30/24)	Monthly Cost FY22 (7/1/21-4/30/22)	Monthly Cost FY23 (5/1/22-4/30/23)	Monthly Cost FY24 (5/1/23-4/30/24)	Monthly Cost FY22 (7/1/21-4/30/22)	Monthly Cost FY23 (5/1/22-4/30/23)	Monthly Cost FY24 (5/1/23-4/30/24)	Monthly Cost FY22 (7/1/21-4/30/22)	Monthly Cost FY23 (5/1/22-4/30/23)	Monthly Cost FY24 (5/1/23-4/30/24)
Village Hall 118 W. Cook	\$952	\$971	\$990	\$1,500	\$1,530	\$1,560	\$950	\$950	\$950	\$709	\$723	\$737
Schertz/Police 200 E. Cook	\$3,244	\$3,308	\$3,375	\$2,900	\$2,958	\$3,017	\$1,525	\$1,525	\$1,525	\$2,021	\$2,061	\$2,102
Public Works 600 North Ave	\$1,358	\$1,385	\$1,412	\$400	\$408	\$416	\$450	\$450	\$450	\$355	\$362	\$396
Adler Lodge (Winter)	\$378	\$385	\$393	\$780	\$795	\$811	\$650	\$650	\$650	\$71	\$72	\$73
Adler Lodge (Summer)	\$875	\$892	\$910	\$780	\$795	\$811	\$350	\$350	\$350	\$496	\$506	\$516
Crawford (Winter)	\$618	\$630	\$642	\$780	\$795	\$811	\$650	\$350	\$350	\$71	\$72	\$73
Crawford (Summer)	\$875	\$892	\$910	\$780	\$795	\$811	\$350	\$650	\$650	\$496	\$506	\$516
Parks 544 North Ave	\$618	\$630	\$642	\$400	\$408	\$416	\$375	\$350	\$350	\$106	\$72	\$110
Riverside Preschool	\$893	\$910	\$929	\$1,650	\$1,683	\$1,716	\$950	\$950	\$950	\$532	\$543	\$554
Riverside Bathrooms	\$443	\$451	\$461	\$500	\$510	\$520	\$350	\$350	\$350	\$145	\$148	\$151
Train Stations (3 locations)	\$1,677	\$1,710	\$1,744	\$1,400	\$1,428	\$1,456	\$1,000	\$1,000	\$1,000	\$372	\$379	\$387
Butler Lake Field House Washrooms	\$940	\$958	\$977	\$350	\$357	\$364	\$275	\$275	\$275	\$145	\$148	\$151
Sports Complex	\$10,300	\$10,506	\$10,716	\$10,800	\$11,016	\$11,236	\$5,450	\$5,450	\$5,450	\$10,531	\$10,742	\$10,957
Cook House	\$25	\$28	\$31	\$50	\$51	\$52	\$350	\$350	\$350	\$35	\$36	\$37
Water Treatment Plant	\$450	\$459	\$468	\$450	\$459	\$468	\$200	\$200	\$200	\$53	\$54	\$55
<b>Total Monthly Cost</b>	<b>\$23,406</b>	<b>\$23,870</b>	<b>\$24,351</b>	<b>\$21,960</b>	<b>\$22,399</b>	<b>\$22,840</b>	<b>\$13,875</b>	<b>\$13,875</b>	<b>\$13,875</b>	<b>\$15,146 (W); \$15,996 (S)</b>	<b>\$15,448 (W); \$16,316 (S)</b>	<b>\$15,756 (W); \$16,642 (S)</b>

	Advanced Cleaning Systems, Inc.			Multisystem Management Company			Bravo Systems, Inc.			Crystal Maintenance Plus, Corp.		
	Monthly Cost FY22 (7/1/21-4/30/22)	Monthly Cost FY23 (5/1/22-4/30/23)	Monthly Cost FY24 (5/1/23-4/30/24)	Monthly Cost FY22 (7/1/21-4/30/22)	Monthly Cost FY23 (5/1/22-4/30/23)	Monthly Cost FY24 (5/1/23-4/30/24)	Monthly Cost FY22 (7/1/21-4/30/22)	Monthly Cost FY23 (5/1/22-4/30/23)	Monthly Cost FY24 (5/1/23-4/30/24)	Monthly Cost FY22 (7/1/21-4/30/22)	Monthly Cost FY23 (5/1/22-4/30/23)	Monthly Cost FY24 (5/1/23-4/30/24)
Village Hall 118 W. Cook	\$860	\$860	\$886	\$780	\$780	\$803	\$868	\$868	\$894.04	\$780	\$780	\$780
Schertz/Police 200 E. Cook	\$2,913	\$2,913	\$3,000	\$1,872	\$1,872	\$1,928	\$1,350	\$1,350	\$1,390.50	\$1,290	\$1,290	\$1,290
Public Works 600 North Ave	\$1,219	\$1,219	\$1,256	\$780	\$780	\$803	\$611	\$611	\$629.33	\$590	\$590	\$590
Adler Lodge (Winter)	\$175	\$175	\$180	\$390	\$390	\$402	\$483	\$483	\$497.49	\$120	\$120	\$120
Adler Lodge (Summer)	\$534	\$534	\$550	\$546	\$546	\$562	\$1,084	\$1,084	\$1,116.52	\$690	\$690	\$690
Crawford (Winter)	\$375	\$375	\$386	\$390	\$390	\$402	\$480	\$480	\$494.40	\$190	\$190	\$190
Crawford (Summer)	\$547	\$547	\$563	\$546	\$546	\$562	\$1,169	\$1,169	\$1,204.07	\$455	\$455	\$455
Parks 544 North Ave	\$557	\$557	\$574	\$234	\$234	\$241	\$364	\$364	\$374.92	\$395	\$395	\$395
Riverside Preschool	\$802	\$802	\$826	\$390	\$390	\$402	\$999	\$999	\$1,028.97	\$790	\$790	\$790
Riverside Bathrooms	\$398	\$398	\$410	\$546	\$546	\$562	\$540	\$540	\$556.20	\$290	\$290	\$290
Train Stations (3 locations)	\$2,950	\$2,950	\$3,036	\$1,456	\$1,456	\$1,499	\$1,767	\$1,767	\$1,820	\$820	\$820	\$820
Butler Lake Field House Washrooms	\$835	\$835	\$860	\$596	\$596	\$562	\$535	\$535	\$551.50	\$760	\$760	\$760
Sports Complex	\$9,054	\$9,054	\$9,081	\$12,500	\$12,500	\$12,875	\$10,429	\$10,429	\$10,741.87	\$4,380	\$4,380	\$4,380
Cook House	\$135	\$135	\$140	\$150	\$150	\$154	\$50/Quarterly	\$50/Quarterly	\$51.50/Quarterly	\$15	\$15	\$15
Water Treatment Plant	\$422	\$422	\$443	\$234	\$234	\$241	\$350	\$350	\$360.50	\$190	\$190	\$190
<b>Total Monthly Cost</b>	<b>\$21,226 (S); \$20,695 (W)</b>	<b>\$21,226 (S); \$20,695 (W)</b>	<b>\$21,625 (S); \$21,078 (W)</b>	<b>\$21,360</b>	<b>\$21,360</b>	<b>\$21,998</b>	<b>\$210,490</b>	<b>\$252,548</b>	<b>\$260,548</b>	<b>\$11,755</b>	<b>\$11,755</b>	<b>\$11,755</b>

BID TAB: VILLAGE OF LIBERTYVILLE

Other Requested Items									
		Alpha Building Maintenance Services, Inc.	Uni-Max Managemnet Corp.	Best Quality Cleaning, LLC	Atalaina US Midwest, LLC.	Advanced Cleaning Systems, Inc.	Multisystem Management Company	Bravo Systems, Inc.	Crystal Maintenance Plus, Corp.
Item	Unit	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
Strip and wax floor	Square Foot	\$0.25	\$0.18	\$0.32	\$0.30	\$0.40-0.50 (min charge \$250)	\$0.15	\$0.16	\$0.24
Strip and wax floor (if sealer needs to be removed)	Square Foot	\$0.35	\$0.22	\$0.45	\$0.35	\$0.50-0.60 (min charge \$250)	\$0.18	\$0.19	\$0.35
Restorative Carpet Cleaning: shampoo and steam clean	Square Foot	\$0.15	\$0.15	\$0.18	\$0.15	\$0.20 (min charge \$250)	\$0.10	\$0.08	\$0.12
window washing (interior)	Each (window)	\$5.00	\$5.00	\$8.00	\$2.00	\$5.00	\$2.00	\$1.00	\$4.00
Window Washing (exterior)	Each (window)	\$5.00	\$7.00	\$10.00	\$4.00	\$5.00	\$4.00	\$2.00	\$4.00
Wet-scrub and recoat floors	Square Foot	\$15.00	\$0.16	\$0.18	\$0.20	\$0.30 (min charge \$195)	\$0.11	\$0.11	\$0.18
Burnish floors	Square Foot	\$10.00	\$0.16	\$0.12	\$0.15	\$0.15 (min charge \$95)	\$0.08	\$0.04	\$0.10
Machine wet scrub floors	Square Foot	\$10.00	\$0.15	\$0.15	\$0.10	\$0.20 (min charge \$150)	\$0.06	\$0.06	\$0.15
Daily helper rate (painting, cleanup, light bulb changing)	Hour	\$24.00	\$22.00	\$18.50	\$22.00	\$24.95	\$18.00	\$18.00	\$20.00



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** May 25, 2021

**Agenda Item:** Consideration of an Ordinance to Waive Competitive Bidding and Accept the Quote from Chemtrade Logistics to Purchase Hyper+Ion 1997 for Phosphorus Removal at the Wastewater Treatment Plant

**Staff Recommendation:** Approve Ordinance

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

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**Background:** Over the course of the past year, the Village's Wastewater Treatment Plant staff has tested different phosphorus reducing chemicals in order to meet the Illinois Environmental Protection Agency's (IEPA) new mandate that the Phosphorus level in the treated effluent does not exceed 1.0 mg/l. The most cost-effective product, which was based on both cost and the lowest sludge producer was Hyper+Ion 1997. Chemtrade Logistics is the sole producer of the proprietary Hyper+Ion 1997 product and this is the reason to request waiving bids.

The quote submitted by Chemtrade Logistics is for \$0.144 per pound. The Hyper+Ion 1997 product will be delivered in shipments of 48,000 lbs. The Village anticipates the need for 10 shipments, which will equate to 480,000 lbs and a total cost of \$69,120. There are sufficient funds (\$85,500) in the Fiscal Year 2021/22 Annual Budget (Account #20-2022-5-707) for this expenditure.

Staff recommends approval of the attached Ordinance to waive the formal competitive bidding process and accept the quote from Chemtrade Logistics for the purchase of up to \$480,000 lbs of Hyper+Ion 1997 at a total not-to-exceed cost of \$69,120. A super-majority vote is required to waive formal competitive bidding, and therefore five positive votes are required for approval.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO-21-O-\_\_\_\_\_

CONSIDERATION OF AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND  
ACCEPT THE QUOTE FROM CHEMTRADE LOGISTICS TO PURCHASE HYPER+ION  
1997 FOR PHOSPHORUS REMOVAL AT THE WASTEWATER TREATMENT PLANT

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Adopted by the  
President and Board of Trustees  
of the Village of Libertyville  
Lake County, Illinois  
This \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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Published in pamphlet form by direction  
and authority of the Village of Libertyville  
Lake County, Illinois  
This \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ORDINANCE NO-21-O-

CONSIDERATION OF AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND  
ACCEPT THE QUOTE FROM CHEMTRADE LOGISTICS TO PURCHASE HYPER+ION  
FOR PHOSPHORUS REMOVAL AT THE WASTEWATER TREATMENT PLANT

**WHEREAS**, It has been determined by the Illinois Environmental Protection Agency (IEPA) in the Village's operating permit for the wastewater treatment plant that the monthly average phosphorus level in the effluent does not exceed 1.0 mg/l; and

**WHEREAS**, \$85,500 in funding is available for phosphorus removal chemicals in the Fiscal Year 2021/22 Annual Budget in the Wastewater Treatment Plant Department (Acct# 20-2022-5-707); and

**WHEREAS**, during 2020, treatment plant staff tested different chemicals for the best and most cost-effective product to remove phosphorus; and

**WHEREAS**, hyper+ion 1997 from Chemtrade Logistics was found to be the most cost-effective and efficient (less sludge being produced) at removing phosphorus; and

**WHEREAS**, Chemtrade Logistics is the sole producer of the proprietary hyper+ion 1997 product; and

**WHEREAS**, Chemtrade Logistics submitted a quote of \$0.144 per pound for hyper+ion 1997 to be delivered in ten (10) loads at 48,000 pounds each for a total cost of \$69,120.; and

**WHEREAS**, in order to accept the quote received from Chemtrade Logistics for the hyper+ion 1997 product, the President and Board of Trustees have determined that it is appropriate to waive competitive bidding for phosphorus removing chemicals; and

**WHEREAS**, the President and Board of Trustees have determined that it will serve and

be in the best interests of the Village to accept the quote received from Chemtrade Logistics for the hyper+ion 1997 product.

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

SECTION ONE: RECITALS. The 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: WAIVER OF COMPETITIVE BIDDING. The legal advertising for formal competitive contractor bids is hereby waived.

SECTION THREE: ACCEPTANCE OF QUOTE. The quote from Chemtrade Logistics for the hyper+ion product in the not-to-exceed amount of \$69,120 is hereby accepted.

SECTION FOUR: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form in the manner provided by law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

---

Donna Johnson, Village President

ATTEST:

---

Luke Stowe, Village Clerk

## Laura Ditanto

---

**From:** Krobert, Cory <CKrobert@chemtradelogistics.com>  
**Sent:** Monday, December 21, 2020 8:44 AM  
**To:** Brian Kuebker  
**Cc:** Bain, Justin; Water Pricing; Carlston, Joseph; Ruehl, Karen  
**Subject:** Chemtrade May 1, 2021; through April 30, 2022; Bulk Tuck Hyper+Ion 1997 Supply

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Brian,

Chemtrade is pleased to offer our confidential bulk truck Hyper +Ion pricing, effective May 1, 2021; with commitment through at least April 30, 2022; as follows:

<b>Product:</b>	<b>Hyper+Ion 1997 Bulk</b>
Price:	\$0.144/lb.
Quantity	Estimated at 150 tons/year
Supply Plant:	East St. Louis, IL
Destination:	Libertyville, IL
Freight Terms:	Full Trucks at 48,000 lbs./shipment Delivered to Libertyville, IL
Payment Terms:	Net 30 days from day of invoice – Chemtrade Terms & Conditions apply to any resulting order
	<a href="http://www.chemtradelogistics.com/main/products/chemtrade-terms-and-conditions/">http://www.chemtradelogistics.com/main/products/chemtrade-terms-and-conditions/</a>
Lead Time:	5 business days

Thank you for this opportunity.

Cory Krobert  
Chemtrade  
Account Manager  
PH. 847-910-3547

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## Hyper+Ion® 1997 PRODUCT DATA SHEET

### CHARACTERISTICS

Hyper+Ion® 1997 is a slightly hazy to clear, yellow to light brown colored liquid. It is an advanced cationic coagulant and flocculant suitable for industrial and municipal water and wastewater treatment applications.

**NSF/ANSI Standard 60: Drinking Water Chemicals - Health Effects; Certified**

### TYPICAL PROPERTIES

Formula:	Polyaluminum hydroxychloride solution		
C.A.S.	1327-41-9 (Polyaluminum hydroxychloride)		
	pH (neat)		0.8 - 1.1
	Specific Gravity @ 21°C (70°F)		1.35 - 1.39
	Freezing Point		less than -20°C (-4°F)
	Density, lbs./gal., US		11.3 - 11.6
	Aluminum as Al, %		8.8 - 9.3
	Aluminum as Al <sub>2</sub> O <sub>3</sub> , %		16.6 - 17.5
	Chloride as Cl, %		20 (min.)
	Basicity, %		40 - 44

### PRODUCT USES

Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge compaction and volume reduction. Lagoon treatment. Oily wastewater clarification and dissolved air flotation. Emulsion breaking. Paper machine applications.

### SHIPPING CONTAINERS

Bulk transport      Bulk car      275 US gal. one way container      55 US gal. plastic drum

### SHIPPING REGULATIONS (US DOT / TDG)

Classification: Corrosive Liquid, Acidic, Inorganic, N.O.S. (Contains Polyaluminum Hydroxychloride)

Hazard Class: 8

ID Number: UN3264

Packing Group: III

RQ: Not applicable

### PRODUCT SAFETY INFORMATION

Causes serious eye damage. Wear eye protection, face protection, protective clothing, and protective gloves. Anyone procuring, using or disposing of these products or their containers must be familiar with the appropriate safety and handling precautions. Such information may be found in the **Safety Data Sheets (SDS)** for these products or you may contact Chemtrade at 416-496-5856. In the event of an emergency with these products, call the 24 hour **Emergency Number: USA (CHEMTREC) 800-424-9300** or **Canada (CANUTEC) 613-996-6666**.

For additional information contact:

Syracuse Technical Center  
315-478-2323 or 800-255-7589

Water Treatment Chemicals  
Customer Service 844-204-9675

CHE-6084P

Revision Date: May 16, 2018

All information, statements, data, advice and/or recommendations, including, without limitation, those relating to storage, loading/unloading, piping and transportation (collectively referred to herein as "information") are believed to be accurate and reliable. However, no representation or warranty, express or implied, is made as to its completeness, accuracy, fitness for a particular purpose or any other matter, including, without limitation, that the practice or application of any such information is free of patent infringement or other intellectual property misappropriation. Chemtrade Logistics Inc. and its affiliates (collectively, "Chemtrade") are not engaged in the business of providing technical, operational, engineering or safety information for a fee, and, therefore, any such information provided herein has been furnished as an accommodation and without charge. All information provided herein is intended for use by persons having requisite knowledge, skill and experience in the chemical industry. Chemtrade shall not be responsible or liable for the use, application or implementation of the information provided herein, and all such information is to be used at the risk, and in the sole judgment and discretion, of such persons, their employees, advisors and agents.

**VILLAGE BOARD AGENDA SUPPLEMENT**

**Meeting Date:** May 25, 2021

**Agenda Item:** Consideration of a Resolution to Purchase a Replacement Public Works Department Water Van from Transchicago Truck Group of Elmhurst, IL

**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 provides \$114,433 in the Fleet Services Vehicle Replacement Fund (Account #30-0000-6-782) for the purchase of a replacement Public Works Water Van. The Water Van is used by the Utilities Division for watermain, water valve and water service line repairs. The current Water Van is a 2001 GMC Chevy, which is now twenty years old and at the end of its useful service life. The proposed replacement vehicle will be a 2021 Freightliner Route Start Walk-In. The Village participates in the Sourcewell Joint Purchase Program. By participating in joint purchasing programs, the Village is able to maximize cost savings. Transchicago Truck Group of Elmhurst, IL provided the lowest price of \$97,148 for the replacement vehicle. The local dealer, Napleton Ford, no longer supplies government pricing on vehicles and does not have a commercial sales staff at the Libertyville location. The outfitting for the new vehicle will be completed next fiscal year.

Staff recommends adoption of the attached Resolution to approve the purchase of the 2021 Freightliner Route Star Walk-In replacement water van from Transchicago Truck Group of Elmhurst, IL in the amount of \$97,148 and authorize the execution of the purchase by the Village Administrator.

RESOLUTION NO. 21-R-\_\_\_\_\_

CONSIDERATION OF A RESOLUTION TO PURCHASE A REPLACEMENT  
PUBLIC WORKS DEPARTMENT WATER VAN FROM TRANSCHICAGO  
TRUCK GROUP OF ELMHURST, IL.

**WHEREAS**, The Village of Libertyville's Fiscal Year 2021/22 Annual Budget provides \$114,433 in the Fleet Services Vehicle Replacement Fund (Account #30-0000-6-782) for the replacement of a Public Works Department Water Van; and

**WHEREAS**, the Village of Libertyville is recommending the purchase of a new 2021 Freightliner Route Start Walk-In Water Van from Transchicago Truck Group of Elmhurst, IL who provided the lowest price through the Sourcewell Joint Purchase Program as shown in Exhibit A and by this reference incorporated herein to this Resolution; and

**WHEREAS**, Transchicago Truck Group of Elmhurst, IL has provided the price of \$97,148 for the replacement van.

**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 purchase of a 2021 Freightliner Route Start Walk-In Water Van from Transchicago Truck Group of Elmhurst, IL in the amount of \$97,148.

SECTION 3: The Village of Libertyville Board of Trustees authorizes the Village Administrator to execute the purchase with Transchicago Truck Group of Elmhurst, IL for a replacement 2021 Freightliner Route Start Walk-In Water Van.

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.

---

Donna Johnson, Village President

ATTEST:

---

Luke Stowe, Village Clerk

Exhibit A  
Suburban Purchasing Cooperative Quote

Prepared for:  
LIBERTYVILLE VILLAGE OF  
600 East North Avenue  
Libertyville, IL 60048  
Phone: 847-918-2072

# Freightliner Custom Chassis Corporation

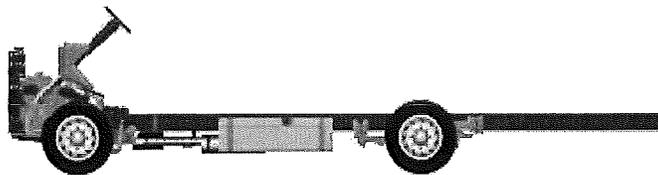
Prepared by:  
Duane Schaefer  
TRANSHICAGO TRUCK  
GROUP  
776 N. YORK ROAD  
ELMHURST, IL 60126  
Mobile:  
E-Mail:  
duaneschaefer@transchicago.com

*A proposal for*  
**LIBERTYVILLE VILLAGE OF**  
*Using SourceWell Contract*  
**Customer Draft # 1**

*Prepared by*  
**TRANSHICAGO TRUCK GROUP**  
*Duane Schaefer*

*Apr 30, 2021*

## Freightliner Custom Chassis Corp MT45



Components shown may not reflect all spec'd options and are not to scale

Application Version 11.6.103  
Data Version PRL-8G7.016  
MT45 Diesel



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Freightliner Custom Chassis reserves the right to change specifications, prices, and weights, without notice.

Prepared for:  
 LIBERTYVILLE VILLAGE OF  
 600 East North Avenue  
 Libertyville, IL 60048  
 Phone: 847-918-2072

# Freightliner Custom Chassis Corporation

Prepared by:  
 Duane Schaefer  
 TRANSCHICAGO TRUCK  
 GROUP  
 776 N. YORK ROAD  
 ELMHURST, IL 60126  
 Mobile:  
 E-Mail:  
 duaneschaefer@transchicago.com

## S P E C I F I C A T I O N P R O P O S A L

Description	Weight Front	Weight Rear
<b>Price Level</b>		
FCCC WALKIN VAN 2022 DATABOOK (EFF:11/06/20)		
<b>Data Version</b>		
SPECPRO21 DATA RELEASE VER 016		
<b>Vehicle Configuration</b>		
MT45 FRONT ENGINE WALK-IN VAN CHASSIS	4,179	2,328
SET-FORWARD FRONT AXLE CHASSIS		
LH PRIMARY STEERING LOCATION		
<b>General Service</b>		
EXPECTED FRONT AXLE(S) LOAD : 7000.0 lbs		
EXPECTED REAR DRIVE AXLE(S) LOAD : 12000.0 lbs		
EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 19000.0 lbs		
EXPECTED TRUCK BODY LENGTH : 14.0 ft		
CHASSIS CONFIGURATION		
UTILITY/REPAIR/MAINTENANCE SERVICE		
UTILITY BODY		
UTILITY BUSINESS SEGMENT		
NO COMMODITY SPECIFIED		
DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
MAXIMUM 8% EXPECTED GRADE		
SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
MORGAN OLSON		
<b>Engine</b>		
CUM B6.7 220 HP @ 2400 RPM, 2600 GOV, 520 LB/FT @ 1600 RPM		
<b>Engine Controls &amp; Parameters</b>		
NO IDLE LIMITER, ELECTRONIC ENGINE		
NO 2008 CARB EMISSION CERTIFICATION		
75 MPH ROAD SPEED LIMIT		
NO CRUISE CONTROL SPEED LIMIT		
NO IDLE SHUTDOWN CONFIGURATION		
PTO MODE ENGINE RPM LIMIT - 2300 RPM		
PTO MODE BRAKE OVERRIDE - SERVICE BRAKE ONLY ENABLED		

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Description	Weight Front	Weight Rear
PTO RPM W/CRUISE SET SW - 1000 RPM		
PTO RPM WITH CRUISE RESUME SWITCH - 1000 RPM		
PTO MODE CANCEL VEHICLE SPEED - 0 MPH		
PTO GOVERNOR RAMP RATE - 200 RPM PER SECOND		
PTO MINIMUM RPM - 700		
REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
ALTERNATE SWITCH SPEED 950 RPM		
MAXIMUM ENGINE RPM = 2500 ON VSS FAILURE		
ENABLE AUTO ENGINE RPM ELEVATE FOR EXTENDED IDLE		
<b>Engine Equipment</b>		
690 SQ-IN DOWNFLOW RADIATOR MOUNTED IN FRONT		
ENGINE OIL CHECK AND FILL MOUNTED ON RADIATOR		
15W-40 WT ENGINE OIL		
FARR ECO BC AIR CLEANER WITH WATER SEPARATOR		
FRONTAL AIR INTAKE		
AIR INTAKE PIPING - CLNR TO ENGINE		
AIR CLEANER MOUNTED ON RAIL		
LN 12V 200 AMP 4948PA PAD MOUNT ALTERNATOR		
(2) ALLIANCE MODEL 1131, GROUP 31, 12V MAINTENANCE FREE 1900 CCA THREADED STUD BATTERIES		
BATTERY BOX MOUNTED RIGHT HAND WITH BATTERIES PERPENDICULAR TO FRAME RAIL		
FRAME GROUND RETURN, BATTERY CABLES WITH EYELET CONNECTORS		
NO BATTERY SHUTOFF SWITCH		
ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION WITH OVERRIDE SWITCH		
NO ENGINE BRAKE		
NO RETARDER CONTROLS WIRING		
ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
HORIZONTAL DIESEL PARTICULATE FILTER AFTERTREATMENT DEVICE		
RH OUTBOARD FRAME MOUNTED HORIZONTAL AFTERTREATMENT DEVICE/SYSTEM		
10 GALLON DEF TANK RH FRAME MTD		
HORIZONTAL SCR CATALYST		
NO SCR CATALYST MTG		
EXHAUST MITIGATION DEVICE FTL 4" ID SLIP-FIT		
RH STANDARD HORIZONTAL TAILPIPE		
BORG WARNER VISCOUS FAN DRIVE		
CUMMINS SPIN ON FUEL FILTER		

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 duaneschaefer@transchicago.com

Description	Weight Front	Weight Rear
FULL FLOW OIL FILTER		
RADIATOR MOUNTED SURGE TANK		
AIR RECIRCULATION SHIELD		
ANTIFREEZE TO -34F, OAT (NITRITE & SILICATE FREE) EXTENDED LIFE COOLANT		
GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
STANDARD CHARGE AIR COOLER PLUMBING		
NO OPTIONAL RADIATOR PLUMBING		
PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER		
120VAC PLASTIC PLUG ENGINE HEATER CORD TEMPORARILY MOUNTED TO ENGINE, 6 FOOT		
ALUMINUM FLYWHEEL HOUSING		
DENSO 12V STARTER WITH COPPER CONTACTS		
<b>Transmission</b>		
ALLISON 1000 RDS AUTOMATIC TRANSMISSION WITH PARK PAWL WITH PTO PROVISION		
<b>Transmission Controls &amp; Parameters</b>		
SHIFT LEVER, CABLE LINKAGE, AUTO TRANS, MTD ON RH SIDE OF CONTROL SUPPORT		
VEHICLE INTERFACE WIRING WITH 3MPHSPEED DETECT OUTPUT		
PKG 360 - 1K/2KRDS/EVS/SPS - 5TH GEN		
ALLISON TRANS - SEM/LRTP REQ		
TRANS PROG-ENABLED		
6, 3, 2, 1 - D, 3, 2, L -1K/2K PRIMARY GEARS		
RANGE INDICATION,PARK,NEUT		
DYNACTIVE DISABLED		
<b>Transmission Equipment</b>		
PTO MOUNTING, LH AND RH SIDES OF MAIN TRANSMISSION		
WATER TO OIL TRANSMISSION COOLER		
TRANSMISSION OIL CHECK AND FILL INSIDE ENGINE COVER		
SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		
<b>Front Axle &amp; Equipment</b>		
DA-F-8.0-2 8,000# FC1 68.0 KPI/3.74DROP SINGLE FRONT AXLE		
NON-ASBESTOS FRONT BRAKE LINING		
WEMC HYDRAULIC 4-PISTON FIXED CALIPER DISC FRONT BRAKES		
FRONT BRAKE DUST SHIELDS		
FRONT DISC BRAKE ROTORS W/SEPARATE TONE RINGS		
WEMC IRON FRT HUBS PAINTED BLACK		

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 duaneschaefer@transchicago.com

Description	Weight Front	Weight Rear
FRONT OIL SEALS		
VENTED FRONT HUB CAPS WWINDOW, CENTER AND SIDE PLUGS - OIL		
SYNTHETIC 75W-90 FRONT AXLE LUBE		
STANDARD SPINDLE NUTS FOR ALL AXLES		
STANDARD CUPS AND CONES (WHEEL BEARINGS) FRONT AND REAR		
SHEPPARD MD83 POWER STEERING		
TRW POWER STEERING PUMP		
2 QUART POWER STEERING RESERVOIR		
<b>Front Suspension</b>		
7,000# FLAT LEAF FRONT SUSPENSION		
MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
FRONT STABILIZER BAR		
SACHS FRONT SHOCK ABSORBERS		
<b>Rear Axle &amp; Equipment</b>		
DA-RS-13.0-2 13,000# F-SERIES SINGLE REAR AXLE		
4.10 REAR AXLE RATIO		
IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
SPL70 DANA SPICER MAIN DRIVELINE WITH HALF ROUND YOKES		
SYNTHETIC 75W-90 REAR AXLE LUBE		
TRANSMISSION AND REAR AXLE DRIVELINE GUARD		
WEMC HYDRAULIC 4-PISTON FIXED CALIPER DISC REAR BRAKES		
NON-ASBESTOS REAR BRAKE LINING		
REAR DISC BRAKE ROTORS WSEPARATE TONE RINGS		
REAR BRAKE DUST SHIELDS		
REAR OIL SEALS		
TRANSMISSION MOUNTED DRUM PARK BRAKE WITH HAND LEVER AND CLIP MOUNTED CABLE		
<b>Rear Suspension</b>		
12,000# FLAT LEAF SPRING REAR SUSPENSION		
SPRING SUSPENSION - NO AXLE SPACERS		
REAR SWAYBAR		
SACHS REAR SHOCK ABSORBERS		
<b>Tag Axle &amp; Equipment</b>		
NO TAG AXLE		
<b>Brake System</b>		
HYDRAULIC BRAKE PACKAGE		

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Description	Weight Front	Weight Rear
WABCO HYDRAULIC 4S/4M WITHOUT TRACTION CONTROL HYDRAULIC CHASSIS TUBING		
<b>Wheelbase &amp; Frame</b>		
4825MM (190 INCH) WHEELBASE 1/4X3.00X8.00 INCH STEEL FRAME (6.35MMX76.20MMX203.20MM) 50KSI 2675MM (105 INCH) REAR FRAME OVERHANG SQUARE END OF FRAME NO FRONT CLOSING CROSSMEMBER FRONT SUSPENSION CROSSMEMBER STANDARD MIDSHIP #1 CROSSMEMBER(S) STANDARD SUSPENSION CROSSMEMBER		
<b>Chassis Equipment</b>		
BUMPER BRACKETS ONLY FOR CUSTOMER INSTALLED BUMPER DRILLING PREP FOR CUST INSTALLED BODY SUPPORTS FOR 93" WALK-IN VAN BODY WIDTH NYLON YARN PROTECTIVE COVERING		
<b>Fuel Tanks</b>		
45 GALLON/170 LITER RECTANGULAR ALUMINUM FUEL TANK - LH PETROLEUM OR BIO DIESEL FUEL UP TO B20 BLEND, ASTM D6751 COMPLIANT FUEL TANK(S) AFT OF FRONT AXLE; FORWARD OF REAR AXLE LH SIDEFILL FUEL TANK CAP DETROIT F/W SEP WWIF SENSOR, HAND PRIMER & 12V PREHEATER		
<b>Tires</b>		
MICHELIN XZE 245/70R19.5 16 PLY RADIAL FRONT TIRES MICHELIN XDS2 245/70R19.5 16 PLY RADIAL REAR TIRES		
<b>Hubs</b>		
WEMC IRON REAR HUBS PAINTED BLACK		
<b>Wheels</b>		
ACCURIDE 50180 19.5X6.75 8-HUB PILOT 5.12 INSET 4-HAND STEEL DISC FRONT WHEELS ACCURIDE 50180 19.5X6.75 8-HUB PILOT 4-HAND STEEL DISC REAR WHEELS FREIGHTLINER VALVE STEMS		
<b>Cab Exterior</b>		
NO CAB SIZE OPERATOR STATION (CONTROL SUPPORT) FREIGHTLINER CUSTOM CHASSIS FRONT NAMEPLATE		

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duaneschaefer@transchicago.com

Description	Weight Front	Weight Rear
SINGLE ELECTRIC HORN		
IGNITION KEY ONLY		
INCANDESCENT BODY MTD MARKER LAMPS		
CHASSIS POWER DISTRIBUTION MODULE (CPDM)		
NO DECALS		
<b>Cab Interior</b>		
SANDEN COMPACT AIR CONDITIONER COMPRESSOR		
FCCC PARTIAL AC SYSTEM,FCCC CERTIFIED PER AGREEMENT		
RADIATOR MOUNTED AIR CONDITIONER CONDENSER		
HVAC WIRING PROV LOC INSIDE CAB		
5/8" HEATER PLUMBING HOSE - TO FRONT OF CHASSIS		
AUTO SELF-RESET CIRCUIT BREAKERS AND FUSES		
J1939 ELECTRICAL ARCHITECTURE		
TRW TILT ONLY STEERING COLUMN		
4-SPOKE 18 INCH (450MM) STEERING WHEEL		
<b>Instruments &amp; Controls</b>		
GREEN GAUGE BACKLIGHTING		
ENGLISH UNITS MAJOR SCALE		
DRIVER MESSAGE CENTER W/LCD DISPLAY,24 WARNING LAMPS, DATA LINKED, AMI		
ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
ELECTRONIC 3500 RPM TACHOMETER		
ELECTRIC ENGINE OIL PRESSURE GAUGE W/WARNING LAMP AND ALARM		
ELECTRIC ENGINE COOLANT TEMP GAUGE W/WARNING LAMP AND ALARM		
DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
ELEC FUEL GAUGE & LOW FUEL IND LAMP		
AUTOMATIC TRANSMISSION OIL TEMP GAUGE W/WARNING LAMP		
ENGINE HOUR METER, INTEGRAL TO MESSAGE CENTER LCD		
INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
PROGRAMMABLE RPM CTRL W/LOW VOLTAGE AUTO HIGH IDLE & RPM CTRL SWITCHES		
WAGNER 7212 TURN SIGNAL FLASHER		
<b>Color</b>		
POWDER WHITE (N0006EA) FRT WHEELS/RIMS(PKWHT21, TKWHT21, W, TW)		
POWDER WHITE (N0006EA) REAR WHEELS/RIMS(PKWHT21, TKWHT21, W, TW)		
<b>Certification / Compliance</b>		
U.S. FMVSS CERTIFICATION		
<b>Special Narrative Instructions</b>		

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MT45 Diesel



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Freightliner Custom Chassis reserves the right to change specifications, prices, and weights, without notice.

Prepared for:  
 LIBERTYVILLE VILLAGE OF  
 600 East North Avenue  
 Libertyville, IL 60048  
 Phone: 847-918-2072

# Freightliner Custom Chassis Corporation

Prepared by:  
 Duane Schaefer  
 TRANSCHICAGO TRUCK  
 GROUP  
 776 N. YORK ROAD  
 ELMHURST, IL 60126  
 Mobile:  
 E-Mail:  
 duaneschaefer@transchicago.com

Description	Weight Front	Weight Rear
NO SPECIAL NARRATIVE		

## TOTAL VEHICLE SUMMARY

Weight Summary			
	Weight Front	Weight Rear	Total Weight
Factory Weight <sup>+</sup>	4179 lbs	2328 lbs	6507 lbs
Dealer Installed Options	0 lbs	0 lbs	0 lbs
<b>Total Weight<sup>+</sup></b>	<b>4179 lbs</b>	<b>2328 lbs</b>	<b>6507 lbs</b>

Dealer Installed Options			
	Weight Front	Weight Rear	
MORGAN OLSON QUOTE # Q-015634 DATED 4-27-21 QUOTE EXPIRES 5-24-21	0	0	
<b>Total Dealer Installed Options</b>	<b>0 lbs</b>	<b>0 lbs</b>	

(+) Weights shown are estimates only.  
 If weight is critical, contact Customer Application Engineering.

(\*\*\*) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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## Q U O T A T I O N

### MT45 FRONT ENGINE WALK-IN VAN CHASSIS

SET-FORWARD FRONT AXLE CHASSIS  
CUM B6.7 220 HP @ 2400 RPM, 2600 GOV, 520 LB/FT @  
1600 RPM  
ALLISON 1000 RDS AUTOMATIC TRANSMISSION WITH  
PARK PAWL WITH PTO PROVISION  
DA-RS-13.0-2 13,000# F-SERIES SINGLE REAR AXLE  
12,000# FLAT LEAF SPRING REAR SUSPENSION  
DA-F-8.0-2 8,000# FC1 68.0 KPI/3.74DROP SINGLE  
FRONT AXLE

7,000# FLAT LEAF FRONT SUSPENSION  
NO CAB SIZE  
4825MM (190 INCH) WHEELBASE  
1/4X3.00X8.00 INCH STEEL FRAME  
(6.35MMX76.20MMX203.20MM) 50KSI  
2675MM (105 INCH) REAR FRAME OVERHANG  
NO TAG AXLE

**BALANCE DUE – INCLUDES CHASSIS AND MORGAN  
OLSON BODY**

**\$ 97,148**

**PRICING EXPRES 5-27-21**

**Both Freightliner and Morgan Olson are expecting price  
increase for orders placed in June or later**

### ADDITIONAL TERMS AND CONDITIONS

- As used in this Sales Order the terms (a) Dealer; shall mean the authorized Dealer to whom this Sales Order is addressed and who shall become a party hereto by its acceptance hereof, (b) Purchaser; shall mean the party executing this Sales Order as such on the face hereof, and (c) Manufacturer; shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Dealer that Dealer is not the agent of Manufacturer, that Dealer and Purchaser are the sole parties to this Sales Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Dealer and Manufacturer with respect to new motor vehicles.
- Manufacturer has reserved the right to change the price the Dealer charges for new motor vehicles without notice. In the event the price to Dealer of a new motor vehicle of the series and body type ordered hereunder is changed by Manufacturer prior to delivery of the new motor vehicle ordered hereunder to Purchaser, Dealer reserves the right to change the cash delivered price of such motor vehicle to Purchaser accordingly.
- Notwithstanding any terms and conditions contained in Purchaser's Purchase Order, Purchaser agrees that Dealer's terms and conditions set forth in this Sales Order shall be the only terms and conditions regarding any purchase by Purchaser from Dealer. Purchaser expressly waives the provisions of Purchaser's terms and conditions and agrees to be bound exclusively by Dealer's terms and conditions as set forth herein. If Purchaser is an entity, the undersigned represents and warrants to Dealer that the undersigned has authority to bind Purchaser to the terms and conditions outlined herein, and the terms and conditions as outlined herein are enforceable against Purchaser in accordance with their terms.
- All used motor vehicles which are to be traded in as part of the consideration for the motor vehicle ordered hereunder are subject to Dealer's Trade Terms and Conditions which are incorporated herein by reference. Although Dealer may provide Purchaser with an initial appraisal(s) of the value of and allowance for any used motor vehicle, such initial appraisal and allowance are not binding. Each used motor vehicle shall be reappraised at that time of actual delivery to Dealer for acquisition, and such reappraisal value shall determine the actual allowance made for such motor vehicle. If such reappraised value is lower than the original appraised value and allowance

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therefor shown on the front of this Sales Order, Purchaser may, if dissatisfied herewith, cancel this Sales Order, provided, however, that such right to cancel must be exercised prior to the delivery of the motor vehicle ordered hereunder to the Purchaser.

5. Purchaser agrees to deliver to Dealer satisfactory evidence of title to any used motor vehicle traded in as part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such used motor vehicle to Dealer. Purchaser warrants any such used motor vehicle to be his or its property free and clear of all liens and encumbrances except as otherwise noted within.

6. Dealer shall have the right, upon failure or refusal of Purchaser to accept delivery of the motor vehicle ordered hereunder or to comply with any of the other terms of this Sales Order, to retain any cash deposit made by Purchaser without the waiver of any other right or remedy available to Dealer.

7. Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. Correspondingly, in the event of any such change by Manufacturer, Dealer shall have no obligation to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered by this Sales Order either before or subsequent to delivery thereof to Purchaser.

8. Dealer shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this Sales Order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.

9. The price for the motor vehicle specified on the face of this Sales Order includes reimbursement for Federal Excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume, (Federal, State or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this Sales Order, regardless of which party may have primary tax liability therefor.

10. There are no warranties, whether expressed or implied, made by the Dealer herein, or the Manufacturer, on the vehicle or chassis described on the face hereof except in the case of a new vehicle or chassis for which the warranty shall be limited to such warranty as provided for in writing on the face of this Sales Order or in a separate writing furnished to and signed by Purchaser and Dealer. The printed new vehicle warranty delivered to Purchaser with such vehicle or chassis is made a part hereof as though fully set forth herein, and it is the only warranty applicable to such new vehicle or chassis and is expressly in lieu of all other warranties, whether expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose.

11. Any used motor vehicle sold to Purchaser by Dealer under this Sales Order is sold at the time of delivery by Dealer without any guarantee or warranty, whether expressed or implied, including without limitation, any implied warranty of merchantability or fitness for a particular purpose, as to its condition or the condition of any part thereof except as may be otherwise specifically provided in writing on the face of this Sales Order or in a separate writing furnished to and signed by Purchaser by Dealer.

12. The Purchaser, before or at the time of delivery of the motor vehicle covered by this Sales Order will execute such forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Sales Order.

13. In the event Purchaser desires to modify or otherwise change the equipment content of a vehicle specifically ordered for him from the Manufacturer, the change will be made only if the Manufacturer has sufficient time to accommodate the request. Moreover, any service charge or fee made by the Manufacturer as a result of such request will be borne by the purchaser.

14. The parties agree that they will comply with all Federal, State, and local laws and regulations, including those governing and/or restricting export of products or any technical data relating thereto outside of the United States. In carrying on Purchaser's business, each of Purchaser, its officers, directors, employees or agents (collectively and individually in this clause &#8220;Purchaser&#8221;) must comply with its obligations under the law

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including without limitation, the following: (a) not violate any anti-bribery or anti-corruption law of any jurisdiction applicable to this Order, including those of the United States of America's Foreign Corrupt Practices Act (FCPA), and any similar anti-corruption or anti-bribery laws and regulations applicable to the Purchaser or related to this Order; (b) not pay, offer or promise to pay, or authorize the payment of, any monies or anything of value, directly or indirectly, to any government official or employee, any official or employee of a state-run or state-owned or controlled enterprise or entity, any official or employee of a public international organization, any candidate for political or public office, any official or employee of any political party, or any family member or relative of such persons or any political party for the purpose of influencing any act or decision of any such official, employee, candidate, political party, enterprise or entity, public organization, or government to obtain or retain business, or direct business to any person or entity, or for any other improper advantage or purpose; (c) warrants that as at the date of this Order, none of its owners, officers, directors, employees or agents or any immediate family member of such persons, is presently (or has been recently) an official or employee of any government, state-run or state-owned or controlled enterprise or entity, or political party, or a candidate for political or public office. Purchaser must provide written notification to Dealer within ten (10) days of any of the above persons becoming such official, employee or candidate; (d) comply with all applicable export and import laws and regulations, including associated embargo and sanction regulations; and (e) certifies that no vehicle or chassis subject to this Order, nor any direct products thereof, will be made available or re-exported, directly or indirectly, by Purchaser (or by any employee or contractor of Purchaser) to any prohibited person, entity or country (including to nationals of any prohibited country, wherever they may be located) unless such prior written authorization as may be required is obtained by Purchaser from the appropriate U.S. government agency(ies), including, as applicable, the U.S. Office of Export Licensing of the U.S. Department of Commerce, in accordance with the U.S. Export Administration Regulations (15 CFR, Parts 779 et seq. or any similar regulation) issued by the Department of Commerce of the United States in the administration of the Export Administration Act of 1979, as amended from time to time, or any subsequently issued similar rule, law or regulation. Purchaser will designate an officer to be responsible for compliance with all such legislation and upon the request of Dealer will certify compliance with such legislation. In the event Purchaser breaches its obligations under this paragraph, or Dealer learns of or has a reasonable suspicion that Purchaser has breached this paragraph, notwithstanding any other provision hereunder to the contrary, Dealer may immediately terminate this Order and Purchaser hereby waives any and all claims against Dealer for any loss, cost or expense, including, but not limited to, loss or profits, incidental or consequential damages, that Purchaser may incur by virtue of such termination.

15. Purchaser shall, from the execution of this Order and for a period of one (1) year after the completion of this Order maintain all records, together with such supporting or underlying documents and materials, related to the motor vehicle ordered hereunder, including but not limited to all records related to the use, the location(s) of such use, the repair and the sale, lease or other transfer of such motor vehicle or any interest therein, as well as Purchaser's compliance with the FCPA and any other applicable anti-corruption or anti-bribery laws or regulations. Purchaser shall at any time requested by Dealer whether during or after completion of this Order, with five (5) days' notice and at Purchaser's own expense make such records available for inspection and audit (including copies and extracts of records as required) by Dealer. Such records shall be made available to Dealer during normal business hours at a time and location that is convenient for Dealer.

16. **Documentary Fee.** Documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents and performing services related to closing of a sale. The base documentary fee beginning 1/1/20 was \$300. The maximum amount that may be charged for a documentary fee is the base documentary fee of \$300, which shall be subject to an annual rate adjustment equal to the percentage of change in the Bureau of Labor Statistics Consumer Price Index. This notice is required by law.

17. Purchaser shall pay on demand all of Dealer's cost and expenses, including its attorney's fees incurred in enforcing the terms of this Sales Order, including but not limited to defending any claims by Purchaser, collecting any payments due hereunder or repossessing the vehicle.

18. The remedies herein reserved shall be cumulative and in addition to any further remedies provided to Dealer whether at law or in equity. No delay or failure by the Dealer to exercise or enforce at any time, any right or provision in this Sales Order, will be considered a waiver thereof or of Dealer's right thereafter to exercise or enforce

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ELMHURST, IL 60126  
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each and every right and provision of this Sales Order. To be valid, any waiver shall be in writing, but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

19. This Sales Order has been negotiated, executed and delivered in Illinois, and shall be construed and enforced in accordance with the laws of the State of Illinois, without reference to the choice of law or conflicts of law principles of any other state.

20. Purchaser hereby consents to the exclusive jurisdiction of any state or federal court located in DuPage County, Illinois regarding any disputes regarding this matter. Purchaser waives any trial by jury and waives any objection based on improper venue or forum non conveniens in any action or proceeding to which Purchaser and Dealer may be parties arising out of, or in connection with, or in any way pertaining to this Sales Order. It is agreed and understood by Purchaser that this waiver constitutes a waiver of trial by jury of all claims by Purchaser against the Dealer. This waiver is knowingly, willingly and voluntarily made by Purchaser and Purchaser hereby represents that no representations of fact or opinion have been made by any individual to induce this waiver of trial by jury or to, in any way, modify or nullify its effect. Purchaser further represents and warrants that it either has been represented in the signing of this Sales Order and the making of this Sales Order by the attorney of its choosing, or it has had time to seek independent counsel selected of Purchaser's own free will, and to discuss the terms and conditions of this Sales Order with such counsel.

21. In the event that any provision of this Sales Order shall be deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed on this Sales Order by any court, this Sales Order shall be construed as not containing such provision to the extent of the invalidity and the invalidity of such provision shall not affect the validity of any and all provisions hereby which are otherwise lawful and valid, and such other provisions shall remain in full force and effect.

22. All notices and other communications required hereunder shall be in writing and delivered by personal delivery, overnight delivery service, or certified or registered mail, postage prepaid, return receipt requested. Any such notice shall be deemed to have been given on the date it is received during regular office hours at the address listed on the applicable order or at such other address as the affected party may have previously designated for notices.

23. To the full extent permitted by laws, Purchaser waives all rights against Dealer for any damage to its property or that of third parties, or for injury to any person, however caused. In no event shall Dealer's total liability exceed Dealer's anticipated net profit on the specified purchase price of the vehicles covered by this Sales Order.

24. This Sales Order constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior oral and written and all contemporaneously oral negotiations, commitments and understandings of the parties, except as otherwise expressly set forth in this Sales Order. This Sales Order may not be changed or amended except by writing and executed by both Purchaser and Dealer.

IN WITNESS WHEREOF, the Purchaser has executed these terms and conditions as of the date herein written below.

V2020.1

#### APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X \_\_\_\_\_ Title: X \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_

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Quotation Number:

**C-142490-1**

Quoted By: Nick Harker

Created: 4/27/2021

expires 5/24/2021

1801 South Nottawa Street • Sturgis, MI 49091-2005 • Phone: 800-321-3758 • Fax: 269-659-0430 • www.morganolson.com

Reference: Village of Libertyville, 18' MT45,  
4-11-2021

End User: Village of Libertyville MT45 18

Salesperson: Nick Harker

Cust. Rep: None

Qty: 1

**Customer**

TRANSCHICAGO TRUCK GROUP  
776 NORTH YORK ST  
ATTN ACCOUNTING  
ELMHURST, IL 60126

TRANSCHICAGO TRUCK GROUP  
p.  
f.

**Ship To**

TRANSCHICAGO TRUCK GROUP  
776 NORTH YORK ST  
ATTN ACCOUNTING  
ELMHURST, IL 60126

Customer Number: 106702

Terms: N30

p.  
Shipping Method (FOB PLANT): Delivery /  
Driveaway

Model	Description	Plant
RSK851893X190	Freightliner Route Star Walk-in 85"INSIDE HEIGHT 18'CARGO LENGTH 93"INSIDE WIDTH	Sturgis, MI

**Body Dimensional Information**

Inside Height: 85      Inside Length: 221.5      Inside Width: 89.25      Rear Door Opening (W x H): 89X76.44

Note: Dimensional information above for reference only. These dimensions may change based on any special pricing items included in this quotation.

**Chassis**

Make: Freightliner	Expected Date	Rear Wheels: DUAL	A/C Prep: Yes
Model: MT45	Engine Type: Cummins	Air Suspension: No	Air Filter Restrictor: Yes
Year: 2022	Block Heater: No	Tire Size: 19.5	Cruise Control: Yes
WB: 190	Fuel Tank Loc: 40 GAL Rear Mount LH Fill	Emergency Brake: Hand Brake	Clean Power/Printer Cable: No
GVWR: 19000	Fuel Type: Diesel	Transmission: Automatic	Bumper: 11 in. Sweptback painted steel C-Channel(556-022)

**Specifications**

[ Configuration: C-142490 ]

Option	Description	Qty
CHASSIS	Please review the chassis information listed above. The dealer must confirm the chassis has been ordered with these options. If the chassis arrives with different specifications, your order can be delayed and there could be additional charges.	1
	***CHASSIS MUST BE ORDERED WITH THE 11 INCH FREIGHTLINER BUMPER	1
	FCC/WCC PRE DELIVERY INSPECTION, TOE IN	1
PAINT AND DECAL	CLEAN IDLE LABEL INSTALL ON ROADSIDE OF HOOD	1
REAR DOORS	REAR DOOR, FULL WIDTH 4 PIECE WITHOUT WINDOW, POSITIVE ROD LATCH LEFT & RIGHT	1
	BLACK HANDLE FOR REAR DOOR, KEY TO LOCK	1
CAB DOORS	BLACK KEY TO LOCK DOOR HANDLES	2
REAR DOORS	REAR FRAME, 4 PIECE FULL OPEN DOORS, 4 ROUND LIGHTS IN REAR SILL	1
	TEE STYLE HOLD BACK FOR REAR DOOR, 8 INCH LOWER THAN STANDARD LOCATION.	1
	PLUNGER HOLD BACK FOR REAR DOOR	1
CAB DOORS	SLIDING SIDE DOOR WITH SLIDING WINDOW, ROADSIDE	1
	SLIDING PASSENGER WINDOW WITH BLACK FRAME	1
	SLIDING SIDE DOOR WITH SLIDING OR FIXED WINDOW, CURBSIDE	1
	SLIDING PASSENGER'S SIDE WINDOW WITH BLACK FRAME	1
	SIDE DOOR LOWER PANEL, ALUMINUM, ROADSIDE OR CURBSIDE	2



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Created: 4/27/2021

Revised: 4/27/2021

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SEATS	HIGH BACK DRIVER BUCKET SEAT FROM SEATS INC., BLACK VINYL , NO ARMS, INTEGRATED 3 POINT HARNESS, AND LUMBAR SUPPORT.	1
	NON-TILT SEAT SOCKET INSTALL	1
	SEAT BELT, BLACK	1
ROOF/INTERIOR LIGHTS/ VENTS	OUTER ROOF SKIN ALUMINUM	1
	ROOF NOSING INSTALL (30 DEGREE WINDSHIELD)	1
	ROOF LINER EMBOSSED ALUMINUM AND 1 INCH FIBERGLASS INSULATION	1
	CAB ROOF LINER ALUMINUM EMBOSSED AND 1 INCH FIBERGLASS INSULATION	1
WIRING	ROOF WIRING	1
ROOF/INTERIOR LIGHTS/ VENTS	18 INCH RECTANGULAR LED CAB DOME LAMP INSTALL WITH SWITCH ON I/P (OPTRONICS)	1
	LOCATE CAB DOME CENTERED IN CAB	1
	DOME LAMP LED 18" RECTANGULAR IN LOAD SPACE RECESSED MOUNTED.(OPTRONICS)	3
RECT MD LED OP	C2,C5,C8	1
INTERIOR CAB	SWITCH MOUNTED ON DASH FOR LOAD AREA DOME LIGHTS	1
CHASSIS PREP	HANGER PLATE INSTALL FOR REAR BUMPER.	1
FLOOR	FORWARD FLOOR, SMOOTH ALUMINUM	1
	MID FLOOR, SMOOTH ALUMINUM	1
	REAR FLOOR, SMOOTH ALUMINUM	1
LABOR	CARGO FLOOR WELDING SPECIFICATION DRAWING	1
FLOOR	ACCESS DOOR INSTALL WITH DZUS LATCH	1
LABOR	TIE DOWN PACKAGE	1
FLOOR	HEAVY-DUTY ALUMINUM FORMED SIDEWALL GUSSET ATTACHED TO LOWER SIDEWALL.	1
	DIAMOND PLATE KICKPLATE ON REAR SILL.	1
BUMPERS/HOODS	ALUMINUM HOOD FOR 93 WIDE FREIGHTLINER WITH MODEL 33 RECESSED LIGHTS AND SQUARE HEADLIGHTS.	1
	****INSTALL MORGAN OLSON FRONT BUMPER FOR A FREIGHTLINER MT45 CHASSIS.****	1
HOOD	GAS SPRING MOUNTING INSTALL 150LBS	1
	HOOD LATCH & REST	1
	FRONT GRILLE	1
CHASSIS PREP	SPLASH PAN INSTALL	1
EXTERIOR LIGHTING	RECTANGULAR HEADLAMPS	1
BUMPERS/HOODS	STEEL REAR BUMPER 12 INCH WITH GRIP STRUT SURFACE FLAT	1
	REAR BUMPER 30 INCH PROTECTOR	1
BULKHEAD	DOOR POCKET STIFFENER CURBSIDE, USE WITH NO BULKHEAD OR A SET-BACK BULKHEAD .	1



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	DOOR POCKET STIFFENER ROADSIDE, USE WITH NO BULKHEAD OR A SET-BACK BULKHEAD .	1
LABOR	SEALANT APPLICATION	1
BACK	REAR TRANSOM FOR HINGED DOOR OR SOLID BACK WITH CUTOUTS FOR MODEL 33 LAMPS.	1
EXTERIOR BODY	COMPRESSION ANGLE INSTALL	1
	SKIRT TAIL INSTALLATION	1
	ROADSIDE UPPER SIDE PANEL	1
LOWER SIDE RS FREIGHTLINER	ROADSIDE LOWER SIDE PANEL, NO UREA TANK, WITH FUEL FILL, IN LINE RUBRAIL LOWER PANEL.	1
EXTERIOR BODY	CURBSIDE UPPER SIDE PANEL	1
	THE SIDEWALLS ARE CONSTRUCTED USING .102 ALUMINUM.	1
LOWER SIDE GS FLNR DIESEL	CURBSIDE LOWER SIDE PANEL, WITH UREA TANK, NO FUEL FILL, SWITCH BACK EXHAUST, IN LINE RUBRAIL LOWER PANEL.	1
EXTERIOR BODY	FUEL FILL DOOR WITH SOUTHCO HINGE.	1
	FLUSH FIT DOOR FOR UREA TANK	1
	ROADSIDE FUEL FILL INSTALL	1
	ROADSIDE FUEL NECK INSTALL	1
	ADDITIONAL RUBRAIL MOUNTED ON THE LOWER EXTERIOR SIDEWALLS FORE AND AFT OF REAR WHEEL CUTOUTS. THE TOP AND BOTTOM OF THE RUBRAIL IS RIVETED TO THE SIDEWALL TO MAXIMIZE STRENGTH AND TO PROVIDE PROTECTION TO THE SIDEWALL. THE LOWER SECTION OF THE RUDRAIL IS NOT JUST FREE STANDING!	1
	MUD FLAPS, 20W X 24H BLACK, NO LOGO	1
	CAB INSTALLATION WITH ROADSIDE VENT AT FOOT AREA.	1
	WINDSHIELD FRAME WITH TOP MOUNTED WIPERS, MODEL 33 LAMPS	1
EXTERIOR CAB	WINDSHIELD GLASS INSTALLED IN RUBBER HARNESS	1
INTERIOR CAB	TOP MOUNTED HEAVY DUTY WINDSHIELD WIPER MOTOR	1
EXTERIOR BODY	EXTERIOR DUAL HEAD MIRRORS, BLACK FINISH WITH 6IN X 10IN UPPER AND 6IN X 6.5IN LOWER CONVEX MIRROR	1
EXTERIOR LIGHTING	REFLECTORS, SPITFIRE	1
EXTERIOR BODY	FINAL INSPECTION KIT DIESEL/GAS WITH MORGAN OLSON LOGO U.S.	1
Lamps Rear Tail	REAR TAIL LIGHT KIT (2 RED LED LIGHTS AND 2 WHITE LED LIGHTS) INCLUDES LED LICENSE PLATE LIGHTS	1
EXTERIOR BODY	ANGLE FOR LICENSE PLATE BOX IN REAR SILL	1
LAMPS AND REFLECTORS; AUXILIARY	LICENSE PLATE BOX LAMP IN REAR SILL	1
	GUARD FOR LAMPS IN REAR SILL	1
EXTERIOR LIGHTING	LED FRONT PARK/TURN LAMPS	1
	HOOD MARKER LIGHTS, AMBER LED	2
	FRONT MARKER AND CLEARANCE LAMPS, AMBER LED	4



Quotation Number:

C-142490-1

Quoted By: Nick Harker

Created: 4/27/2021

Revised: 4/27/2021

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	REAR SIDE MARKER LAMPS, RED LED	2
	REAR MARKER AND CLEARANCE LAMPS, RED LED	5
<b>INTERIOR CAB</b>	BLACK TINTED PLASTIC SUN VISOR	1
	TRANSVERSE FLOOR INSTALLATION	1
	ENGINE BOX FOR FREIGHTLINER MT45/MT55	1
	JENSON HEAVY DUTY AM/FM RADIO WITH WEATHERBAND AND AUXILLIARY INPUT.	1
	DRIVERS CONVENIENCE CENTER MOUNTED TO THE ENGINE BOX, INCLUDES TWO CUP HOLDERS, A CLIPBOARD HOLDER AND MISCELLANEOUS STORAGE	1
	2 SPEED FAN WIRING INSTALL NO SWITCH, WITH ROCKER SWITCH ROOF NOSE MOUNT	1
	LOCATE CENTERED ON WIPER BRACKET OR COVER, OR CENTERED UNDER CAB TRAYS OR COMPARTMENTS	1
	WIPER MOTOR COVER PLATE, ALUMINUM, WITH ACCESS DOOR TO WIPER MOTOR ABOVE THE DRIVER AND A COMPARTMENT WITH DOOR ABOVE THE PASSENGER.	1
	INSTRUMENT PANEL INSTALLATION WITH 30 DEGREE WINDSHIELD	1
	TWO 12-VOLT POWER POINTS LOCATED IN INSTRUMENT PANEL	1
	ONE-CUP FOLD-DOWN CUP HOLDER ON LEFT SIDE OF INSTRUMENT PANEL	1
	INSTRUMENT PANEL COVER PLATE	1
	SAFETY TREAD OVERLAY IN PASSENGERS STEPPING AREA.	1
	SAFETY TREAD OVERLAY IN DRIVERS STEPPING AREA.	1
	CAB STEPS, ALUMINUM, CURBSIDE HAS BATTERY ACCESS	1
<b>CARGO AREA</b>	STIFFENERS ON SIDEWALLS, 1.5 ALUMINUM HAT SECTION ON 24 INCH CENTERS	1
	SIDEWALL STIFFNERS ON 24" CENTERS	1
	SIDEWALL LINER, .50 INCH PLYWOOD	1
	SIDEWALL INSULATION, 1 INCH POLYSTYRENE R-5	1
	REAR DOOR INSULATION 1 INCH FIBERGLASS, .50 INCH PLYWOOD LINER	2
<b>PAINT AND DECAL</b>	EXTERIOR BODY - AXALTA PRIMER , AXALTA TOP COAT	1
<b>PAINT</b>	WHITE N0006H	1
<b>PAINT AND DECAL</b>	PAINT FRONT BUMPER	1
<b>PAINT</b>	BLACK N0001H - PAINT CODE	1
<b>PAINT AND DECAL</b>	PAINT REAR BUMPER	1
<b>PAINT</b>	BLACK N0001H - PAINT CODE	1
<b>CHASSIS PREP</b>	CHASSIS HEATER PLUMBING DRAWING	1
	CHASSIS PREP HEATER FREIGHTLINER CUMMINS DIESEL	1
	AIR CONDITIONING FARM OUT FREIGHTLINER WITH OUT PREP CUMMINS 2010	1
<b>HEAT/AIR CONDITIONING</b>	CAB DASH HEATER WITH AIR CONDITIONING AND ELECTRIC CONTROLS	1
<b>SAFETY EQUIPMENT</b>	SAFETY VISION BACK-UP CAMERA. MONITOR IS ON IN REVERSE ONLY. CAMERA WILL OPERATE ON ACCESSORY POWER. MONITOR IS COLOR LCD. LOCATE MONITOR OVER WINDSHIELD WIPER MOTOR COVER, ON BRACKET OR UNDER COMPARTMENT. NOTE SEE ATTACHMENT IF CAMERA IS TO BE WIRED DIFFERENTLY.	1
<b>LABOR</b>	COLLECT GROUP LEADER LABOR.	1
	FAB IN CELL SIDE CART LOADING	1



Quotation Number:

C-142490-1

Quoted By: Nick Harker

Created: 4/27/2021

Revised: 4/27/2021

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	TIE DOWN PACKAGE LABOR COLLECTION.	1
	COLLECT GROUP LEADER LABOR.	1
	SWEEP & SEAL LABOR COLLECTION.	1
	LINE BALANCE LABOR PLT-5	1
	COOLANT SYSTEM PURGE	1
	LINE BALANCE LABOR PLT-1	1
CHASSIS PREP	FASTENER PACKAGE COLLECTION	1
LABOR	TRAFFIC LABOR COLLECTION.	1
	LOAD STATION LABOR COLLECTION	1
HEAT/AIR CONDITIONING	FRESH AIR INTAKE THROUGH CAB SKIRT	1
MISCELLANEOUS	ADD UNDERCOAT	1

**Delivery Notes:**

**Notes:**

**NOTICE:** Morgan Olson manufactures all vehicles to conform to applicable U.S. Federal Motor Vehicle Safety Standards (FMVSS) in effect at time of manufacture. Buyer/end-user is responsible for ensuring this vehicle, when operated, meets all applicable federal, state and local rules, regulations and statutes, including, but not limited to, those governing safety equipment, cargo securement, and accessories.

All completed truck body units will be held in storage by Morgan Olson for up to 40 days at no charge, after which time, and pursuant to Morgan Olson's standard sales agreement, Morgan Olson shall not be responsible for any loss or damage thereto, for any reason, including, but not limited to, such loss or damage caused by fire, flood, storm or act of God, vandalism, accident, explosion, war, strike, civil or military authority, or any other similar causes. Customer shall pay Morgan Olson a storage charge of \$100.00 per day for each truck body unit that remains on Morgan Olson's premises after the fortieth day following notice of release.

Morgan Olson reserves the right to withdraw this proposal if not accepted within 30 days. *If the price of aluminum increases by more than \$.05 per pound the quotation is subject to review.*

\*Body:

*Morgan Olson does not cover the Dealer Floor Planning Chassis Expenses. It is the dealers responsibility to coordinate with Morgan Olson the chassis arrival date to limit their potential floor planning expenses.*

Freight:

At Morgan Olson, our quest for quality and safety is ongoing. Please contact us for the latest Morgan Olson product information and safety features, and available safety options.

Tax:

**\*Includes Aluminum Surcharge of \$1757.00**

Acceptance of Proposal: I agree to the order as described above under the terms and conditions stated in the Morgan Olson Corporation Conditions of Sale and also acknowledge that I have a copy of Form QF 03 25, Revision 0.

T

Customer Signature:	Date of Acceptance:	Customer P.O. Number:
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**Options Available at Additional Cost:**



# Capital Plan

Data in Year 2022

## Village of Libertyville, Illinois

Project # **PW-FLEET-002**  
 Project Name **Unit 324 - Water Van**

Type **Equipment** Department **Public Works Department**  
 Useful Life **11 years** Contact **Public Works Director**  
 Category **Vehicles** Priority **2 Important**  
 Project Scope **New Project**



**Description** Total Project Cost: \$114,433  
 Replacement of 2001 GMC Chevy (aka the Water Van). Used by the Utilities Division on watermain and water service breaks.

**Justification**  
 Replacement of the truck will reduce maintenance expenditures in the vehicle replacement fund. This van is essential to the Utilities Division - essentially a large tool box on wheels.

Expenditures	2022	2023	2024	2025	2026	Total
Equip/Vehicles/Furnishings	114,433					114,433
<b>Total</b>	<b>114,433</b>					<b>114,433</b>

Funding Sources	2022	2023	2024	2025	2026	Total
Vehicle Maintenance and Replacement Service Fund	114,433					114,433
<b>Total</b>	<b>114,433</b>					<b>114,433</b>

**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	-1,000	-4,000
<b>Total</b>		<b>-1,000</b>	<b>-1,000</b>	<b>-1,000</b>	<b>-1,000</b>	<b>-4,000</b>



## VILLAGE BOARD AGENDA SUPPLEMENT

<b>Meeting Date:</b>	May 25, 2021
<b>Agenda Item:</b>	Consideration of an Ordinance Repealing Ordinance No. 21-O-34 and Waiving the Formal Bidding Requirements of the Village's Purchasing Manual and Approving a Contract with JS Communications Technologies, LLC. for Replacement of an Outdoor Warning Siren
<b>Staff Recommendation:</b>	Approve Ordinance
<b>Staff Contact:</b>	Richard M. Carani, Fire Chief

---

**Background:** On May 11, 2021, the Board of Trustees approved Ordinance No. 21-O-34 waiving bidding and awarding a contract for replacement of an outdoor warning siren located at Golf and Butterfield Rd. Upon further review, the approved Ordinance did not reflect the correct dollar amount for the total cost of the contract. The approved Ordinance authorized an expenditure in the amount of \$33,998.49, however the correct total contract amount is \$35,793.49 (includes the siren, installation, and removal of the existing siren). The attached Ordinance repeals Ordinance No. 21-O-34 and waives formal bidding and awards a contract for the replacement of the outdoor warning siren in the amount of \$35,793.49. Staff recommends approving the attached Ordinance and authorizing the execution of the purchase by the Village Administrator.

VILLAGE OF LIBERTYVILLE

**ORDINANCE 21-O-\_\_**

AN ORDINANCE REPEALING ORDINANCE NO. 21-O-34 AND WAIVING THE FORMAL  
BIDDING REQUIREMENTS OF THE VILLAGE'S PURCHASING MANUAL AND  
APPROVING A CONTRACT WITH JS COMMUNICATIONS TECHNOLOGIES, LLC,  
FOR REPLACEMENT OF AN OUTDOOR WARNING SIREN

---

Adopted by the  
President and Board of Trustees  
of  
the Village of Libertyville  
Lake County, Illinois  
This 25th day of May, 2021.

---

Published in pamphlet form by  
Direction and authority of the  
Village of Libertyville  
Lake County, Illinois  
This \_\_ day of May, 2021.

AN ORDINANCE REPEALING ORDINANCE NO. 21-O-34 AND WAIVING THE FORMAL  
BIDDING REQUIREMENTS OF THE VILLAGE’S PURCHASING MANUAL AND  
APPROVING A CONTRACT WITH JS COMMUNICATIONS TECHNOLOGIES, LLC,  
FOR REPLACEMENT OF AN OUTDOOR WARNING SIREN

WHEREAS, the Village, through its Emergency Management Agency operates 8 emergency outdoor warning sirens in the Village to warn residents of severe weather and other emergencies or disasters; and

WHEREAS, the Village has identified the need to replace the outdoor warning siren located at the intersection of Golf and Butterfield Roads with a new outdoor warning siren (“*New Siren*”); and

WHEREAS, JS Communication Technologies, LLC, of Antioch, Illinois (“*JSCT*”) currently provides all maintenance and service on the Village’s warning sirens; and

WHEREAS, JSCT is the sole proprietary vendor in the vicinity of the Village for the sale and installation of the New Siren; and

WHEREAS, pursuant to Section II of the Village’s Purchasing Manual, the formal bidding requirements may be waived for purchases that can only be made through a single supplier or vendor; and

WHEREAS, JSCT has offered to sell the New Siren to the Village, to remove the existing warning siren, and to install the New Siren, for the total amount of \$35,793.49; and

WHEREAS, the President and Board of Trustees have determined that it will be in the best interest of the Village and its residents to waive the formal competitive bidding requirements for the installation of the New Siren, and to purchase the New Siren from JSCT for the total amount of \$35,793.49;

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

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

SECTION 2: Waiver of Bidding Requirements. The advertising and bidding requirements for the purchase of the New Siren are hereby waived in accordance with the Purchasing Manual and Section 8-9-1 of the Illinois Municipal Code, 65 ILCS 5/8-9-1.

SECTION 3: Approval of Purchase. The President and the Board of Trustees hereby approve the purchase and installation of the New Cameras from JSCT for the total amount of \$35,793.49.

SECTION 4: Execution of Documentation. The Village Administrator and the Village Clerk are hereby authorized to execute and attest, on behalf of the Village, all documents necessary to complete the purchase and installation of the New Siren authorized pursuant to Section 3 of this Ordinance.

SECTION 5: Repealer. Ordinance No. 21-O-34, approved by the Village Board of Trustees on May 11, 2021, is hereby repealed in its entirety and is of no further force or effect.

SECTION 6: Effective Date. This Ordinance will be in full force and effect from and after its passage, by a vote of two-thirds of the Board of Trustees, and approval in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this 25<sup>th</sup> day of May, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this 25<sup>th</sup> day of May, 2021.

---

Donna Johnson, Village President

ATTEST:

---

Luke Stowe, Village Clerk

# COMMUNICATIONS TECHNOLOGIES LLC

22600 W. Ridge Dr. Antioch, IL 60002

Phone: 224-788-8046

Fax: 224-220-3223

A/C Mike Hall  
Libertyville Fire Department  
1551 N. Milwaukee Ave.  
Libertyville, IL 60048

January 14, 2021

Mike,

Thank you for contacting JS Communications for your outdoor warning siren needs. I am pleased to provide you this quote for the following.

WPS-4000-4	Electronic warning siren. 129dBc at 100', 70dBc at 70'. rotating siren with P/A, Type III electronic cabinet with all controls, AC temperature compensating battery charger, 2 deep cycle lead acid batteries, pole mount bracket, and 50ft speaker/rotor cable. Includes: DTMF 10 digit 2-way control board, VHF radio/antenna package with polyphaser, grounding, and 2-year factory warranty from date of manufacture.	\$23,467.59
Installation	Installation of siren as listed above. Includes a class II 60' wood pole delivered on site, all materials including conduits, mounting hardware, AC meter and disconnect boxes, and heavy equipment. Final testing locally and with dispatch center included.	\$8,730.90
	Shipping from Chester, CT to Antioch, IL.	Not to exceed \$1,800.00
	Site restoration and/or permits, if needed, are not included in this quote.	
		<b>TOTAL: \$33,998.49</b>
Solar option	310-watt solar panel with mounting bracket and all necessary mounting equipment. Includes solar regulator charger and removes Whelen AC charger.	\$1,995.00
REMOVAL	Removal of existing siren & pole. Siren & cabinet to be removed and delivered to FD or disposed of. Pole will be cut up & removed from site unless village can use it. This cost shall be invoiced separately from above siren purchase and installation.	**\$1,795.00

\*\*Old siren must be removed on the same day as the new siren is installed for this price.

If you have any questions or concerns regarding this quote, please call.

Best regards,  
Jeffrey Smouse

This quote may be subject to sales tax. Quotation is valid for sixty (60) days with the exception of cost increases from the manufacturers.

20% Restocking fee on any item returned or canceled.

Quoted price may vary from shipment price due to surcharge being applied to price of product at the time of shipment.

Special terms may apply.



Payment terms:

40% of total due within 10 days of placing order with JS Communications Technologies LLC.  
Purchase order or signed copy of this quote are acceptable to place the order.

1<sup>st</sup> payment of 40% = \$13,599.40

40% of total due within 10 days of siren delivery to JS Communications Technologies LLC.

2<sup>nd</sup> payment of 40% = \$13,599.40

20% of total due with 10 days of completion of siren installation, testing, and acceptance.

Final payment of 20% = \$6,799.69

Acceptance of this quote assumes acceptance of these payment terms.

This quote may be subject to sales tax. Quotation is valid for sixty (60) days with the exception of cost increases from the manufacturers.

20% Restocking fee on any item returned or canceled.

Quoted price may vary from shipment price due to surcharge being applied to price of product at the time of shipment.

Special terms may apply.



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** May 25, 2021

**Agenda Item:** Consideration of an Ordinance Authorizing a Second Amendment and Ratifying a First Amendment to a Purchase and Sale Agreement with the Lake County Forest Preserve District

**Staff Recommendation:** Approve Ordinance

**Staff Contact:** Kelly A. Amidei, Village Administrator

---

**Background:** At the April 28, 2020 Village Board meeting, the Village Board approved a request from the Lake County Forest Preserve District to purchase Village property in Adler Park on the east side of the Des Plaines river in the amount of \$13,900.

During the due diligence/feasibility period for the purchase, the Lake County Forest Preserve discovered encroachment onto the property from property owners located in unincorporated Lake County on the eastern property lines. As a result, they have been working on a solution for this issue prior to completing the purchase.

This resulted in a second amendment request to the original purchase agreement. This amendment provides an extension of 90 days from the date of approval for the completion of the feasibility period and 120 days to close on the sale of the property.

Staff recommends approval of the extension and related ordinance.

VILLAGE OF LIBERTYVILLE

**ORDINANCE 21-O-\_\_**

AN ORDINANCE AUTHORIZING A SECOND AMENDMENT AND RATIFYING A FIRST  
AMENDMENT TO A PURCHASE AND SALE AGREEMENT  
WITH THE LAKE COUNTY FOREST PRESERVE DISTRICT

---

Adopted by the  
President and Board of Trustees  
of  
the Village of Libertyville  
Lake County, Illinois  
This \_\_ day of May, 2021.

---

Published in pamphlet form by  
Direction and authority of the  
Village of Libertyville  
Lake County, Illinois  
This \_\_ day of May, 2021.

ORDINANCE NO. 21-O-\_\_\_\_

AN ORDINANCE AUTHORIZING A SECOND AMENDMENT AND RATIFYING A FIRST AMENDMENT TO A PURCHASE AND SALE AGREEMENT WITH THE LAKE COUNTY FOREST PRESERVE DISTRICT

WHEREAS, the Village is the owner of that certain real property consisting of approximately 31.9 acres, and located generally northeast of the Des Plaines River, south of West Des Plaines Drive, and west of East End Avenue (“*Property*”); and

WHEREAS, the Village entered into a real estate purchase and sale agreement with Lake County Forest Preserve District (“*District*”) for the purchase and sale of the Property, dated April 28, 2020 (“*Agreement*”), which Agreement was amended by a First Amendment to the Real Estate Purchase and Sale Agreement, dated June 12, 2020 (“*First Amendment*”); and

WHEREAS, the Village and the District desire to enter into a Second Amendment to the Agreement in order to reinstate and amend the Agreement, as amended, in order to extend the feasibility period and closing date (“*Second Amendment*”); and

WHEREAS, the Village President and Board of Trustees have determined that approving the Second Amendment and ratifying the execution of the First Amendment 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 Second Amendment. The President and Board of Trustees hereby approve the Second Amendment to the 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 Second Amendment. The Village Administrator and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Second Amendment and all necessary documentation related thereto, but only upon receipt by the Village Clerk of at least one original copy of the Second Amendment executed by the District; provided, however, that if an executed copy of the Second Amendment is not received by the Village Clerk within 60 days after the effective date of this Ordinance, then this authority to execute and attest the Second Amendment will, at the option of the Board of Trustees, be null and void.

SECTION 4: Ratification of First Amendment. The President and Board of Trustees hereby ratify the execution of the First Amendment by the Village Administrator.

SECTION 5: Effective Date. This Ordinance will take full force and effect following its passage, approval, and publication in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this \_\_\_\_ day of May, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_\_ day of May, 2021.

\_\_\_\_\_  
Donna Johnson, Village President

ATTEST:

\_\_\_\_\_  
Luke Stowe, Village Clerk

EXHIBIT A  
SECOND AMENDMENT

{00120567.2}

**SECOND AMENDMENT TO AND REINSTATEMENT OF  
REAL ESTATE PURCHASE AND SALE AGREEMENT**

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is entered into as of \_\_\_\_\_, 2021 (the "Effective Date") by and between **Lake County Forest Preserve District**, a body politic and corporate organized and existing under the Illinois Downstate Forest Preserve District Act, 70 ILCS 805/0.001 et seq. ("Purchaser") and **Village of Libertyville** ("Seller").

**RECITALS**

- A. Purchaser and Seller entered into that certain Real Estate Purchase and Sale Agreement dated as of April 28, 2020, amended by that certain First Amendment to Real Estate Purchase and Sale Agreement dated as of June 12, 2020 (the "Agreement"), for the purchase and sale of the Property as fully described and identified in the Agreement.
- B. Pursuant to the Agreement, the Closing was set to take place in July 2020.
- C. Purchaser and Seller desire to reinstate and amend the Agreement to extend the Feasibility Period and the Closing Date.

**NOW, THEREFORE**, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Purchaser and Seller agree as follows:

**1. Definitions.** To the extent not otherwise defined herein, all capitalized terms and phrases used in this Amendment shall have the respective meanings ascribed to them in the Agreement.

**2. Reinstatement.** Except as amended hereby, the Agreement is hereby reinstated and shall continue in full force and effect.

**3. Feasibility Period.** The date for the end of the Feasibility Period, pursuant to Section 5 of the Agreement, shall be extended for a period of ninety (90) days from the Effective Date, and the terms and provisions of the Agreement shall be read accordingly, including without limitation Section 5 thereof.

**4. Closing Date.** The Closing Date, pursuant to Section 3 of the Agreement, shall be extended to one-hundred and twenty (120) days from the Effective Date, and the terms and provisions of the Agreement shall be read accordingly, including without limitation Section 3 thereof.

**5. Confirmation.** The terms and provisions of the Agreement as modified by this Amendment are hereby ratified and confirmed by the parties hereto.

**6. Conflict.** To the extent the terms and provisions of this Amendment conflict with the terms and provisions of the Agreement, the terms and provisions of this Amendment shall

control.

**7. Incorporation.** The preambles to this Amendment are fully incorporated herein by this reference thereto with the same force and effect as though restated herein.

**8. Counterparts.** This Amendment may be executed by the parties hereto in separate counterparts, all of which, when taken together, shall constitute one and the same agreement. No agreement shall exist pursuant to this Amendment unless and until this Amendment or a separate counterpart hereof is signed by each of the parties hereto.

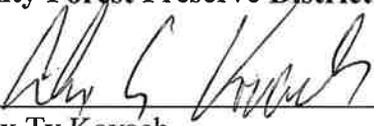
**9. Facsimile/Electronic Signatures.** Facsimile or scanned (e-mailed) counterparts of this Amendment as executed by the parties shall be deemed and treated as executed originals for all purposes.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the Effective Date.

**PURCHASER:**

**Lake County Forest Preserve District**

By  \_\_\_\_\_

Name: Alex Ty Kovach  
Title: Executive Director

**SELLER:**

**Village of Libertyville**

By: \_\_\_\_\_

Name:  
Title:

## PETITIONS AND COMMUNICATIONS

The Parks and Recreation Advisory Commission will meet virtually at 3:00 p.m. on Thursday, May 27, 2021.

Memorial Day Parade and Ceremony in Cook Park. Parade begins at 9:30 a.m. at the Downtown Metra Train Station, Ceremony in Cook Park at 9:45 a.m.

The Parks and Recreation Committee will meet virtually at 6:00 p.m. on Tuesday, June 1, 2021.

The Human Relations Commission will meet virtually at 5:00 p.m. on Wednesday, June 2, 2021.

The Village Board Committee of the Whole will meet virtually at 7:00 p.m. on Tuesday, June 8, 2021.

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