



BOARD OF TRUSTEES MEETING

Tuesday, June 08, 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**
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 11, 2021 Village Board Meeting
 - C. Bills for Approval
 - D. Consideration of an Ordinance to Reduce the Number of Class C Liquor Licenses
 - E. Consideration of an Ordinance to Reduce the Number of Class D Liquor Licenses
 - F. Consideration of an Ordinance Amending the Number of Class BYO-2 Liquor Licenses
 - G. Consideration of a Resolution to Approve a Professional Services Agreement with Dixon Engineering, Inc. for the Centrum Reservoir Rehabilitation Project

Any individual who would like to attend this meeting but because of a disability needs some accommodation to participate should contact the ADA Coordinator at 118 W. Cook Avenue, Libertyville, IL 60048, 847- 362- 2430.

Assistive listening devices are available.

- H. Consideration of an Ordinance Granting a Variation from Section 26-4-8.5(d)(3) - Charles and Judith Zemeske, Applicant 234 Florence Ct.
- I. Consideration of a Resolution to Approve a Special Event – Cook Memorial Library Outdoor Concert
- J. Consideration of a Resolution Concerning Changes to Downtown Parking Restrictions

REGULAR AGENDA

- 4. Report of the Plan Commission- PC 21-12, Amendment to the Site Plan Permit Community High School District 128, Applicant, 708 W. Park Avenue
- 5. Report of the Plan Commission- PC 21-11, Special Use Permit, KI Tae Kwon Do, Applicant, 1354 S. Milwaukee Avenue
- 6. Consideration of An Ordinance Providing for the Issuance of \$11,095,000 Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021, of the Village of Libertyville, Lake County, Illinois, for the Purpose of Refunding Certain Outstanding Alternate Bonds of the Village, the Pledge of Certain Revenues to the Payment of Principal and Interest on Said Bonds and the Levy and Collection of a Direct Annual Tax Sufficient to Pay Such Principal and Interest if the Pledged Revenues Are Insufficient to Make Such Payment and Authorizing the Sale of Said Bonds to the Purchaser Thereof
- 7. Consideration of an Ordinance Approving a Fourth Amendment to a Purchase and Sale Agreement Regarding 1800 and 1950 N. U.S. Highway 45
- 8. Consideration of a Resolution to Award a Contract for the Butler Lake Parking Lot Resurfacing Project to Chicagoland Paving Contractors, Inc.
- 9. Consideration of an Ordinance to Waive Competitive Bidding and Accept the Quote from Hach Company for a Support Services Contract for Phosphorus Removal at the Wastewater Treatment Plant
- 10. Consideration of a Resolution to Award a Professional Services Agreement to Gewalt Hamilton Associates, Inc. for a Street & Parking Lot Light Replacement Assessment
- 11. **Mayor's Update**
 - A. Petitions and Communications
- 12. **Village Administrator Update**
- 13. **Adjournment**

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.



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: June 8, 2021

Agenda Item: Omnibus Vote Agenda

Staff Recommendation: Approve items on Omnibus Vote Agenda

Staff Contact: Kelly Amidei, Village Administrator

Background:

- A. Summary of Omnibus Vote Agenda Items
- B. Approval of Minutes of the May 11, 2021 Village Board Meeting
- C. Bills for Approval
- D. Consideration of an Ordinance to Reduce the Number of Class C Liquor Licenses
- E. Consideration of an Ordinance to Reduce the Number of Class D Liquor Licenses
- F. Consideration of an Ordinance Amending the Number of Class BYO-2 Liquor Licenses
- G. Consideration of a Resolution to Approve a Professional Services Agreement with Dixon Engineering, Inc. for the Centrum Reservoir Rehabilitation Project
- H. Consideration of an Ordinance Granting a Variation from Section 26-4-8.5(d)(3) - Charles and Judith Zemeske, Applicant, 234 Florence Ct.
- I. Consideration of a Resolution to Approve a Special Event – Cook Memorial Library Outdoor Concert
- J. Consideration of a Resolution Concerning Changes to Downtown Parking Restrictions

**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
May 11, 2021

Please note that the meeting was conducted virtually due to Governor's Executive Orders #2020-10, 18, 32, 44, and 48.

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

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

ITEMS NOT ON THE AGENDA

Four emails were received by Jennifer Crane, Maggie Barrett, Haley Yutman, Shawna Burns regarding concerns about the cleanliness of the portable toilets at Butler Lake Park. The emails were read aloud by Deputy Village Administrator Ashley Engelmann. President Johnson spoke to the concerns and she stated it was being addressed by staff. Trustee Love offered related suggestions related to special events and restrooms at Butler Lake Park.

OMNIBUS VOTE AGENDA

President Johnson introduced the Omnibus Vote Agenda and asked if there were any items to be removed for a separate discussion. No items were removed from the Omnibus Vote Agenda.

Omnibus Vote Agenda

- A. Summary of Omnibus Vote Agenda Items
- B. Approval of the Minutes of the April 27, 2021 Village Board Meeting
- C. Bills for Approval
- D. **RESOLUTION NO. 21-R-67:** A Resolution to Approve a Special Event – Village Green Montessori
- E. **RESOLUTION NO. 21-R-68:** A Resolution Appointing Village Administrator Kelly A. Amidei as Deputy Village Clerk
- F. **RESOLUTION NO. 21-R-69:** A Resolution Appointing Village Administrator Kelly A. Amidei as Deputy Liquor Commissioner
- G. **ORDINANCE NO. 21-O-29:** An Ordinance Appointing a Director and Alternate Director to Represent the Village of Libertyville on the Central Lake County Joint Action Water Agency
- H. **RESOLUTION NO. 21-R-70:** A Resolution Approving a Fireworks Permit Application for Libertyville High School
- I. **ORDINANCE NO. 21-O-30:** An Ordinance Amending the Intergovernmental Agreement with the Solid Waste Agency of Lake County

- J. **RESOLUTION NO. 21-R-71:** A Resolution to Purchase a Replacement Police Department Community Service Officer Vehicle
- K. **ORDINANCE NO. 21-O-31:** An Ordinance Granting a Variation From Section 26-11-13(c)(3) of the Libertyville Zoning Code for a Freestanding Business Sign (1050 S. Milwaukee Avenue) - Napleton Properties, LLC, Applicant
- L. **RESOLUTION NO. 21-R-72:** A Confirming Resolution for Change Order No. 2 with Visu-Sewer of Illinois, LLC for the 2020 Sanitary Sewer Cleaning, Televising & Lining Project
- M. **RESOLUTION NO. 21-R-73:** A Resolution Adopting an Update to the Village of Libertyville Economic Development Strategy: Key Land Redevelopment Opportunities & Priorities
- N. Recommendation to Designate FOIA (Freedom of Information Act) Officers and OMA (Open Meetings Act) Designees
- O. **ORDINANCE NO. 21-O-32:** An Ordinance Amending Chapter 2 of the Libertyville, Illinois Municipal Code Regarding Certain Village Committees, Boards, and Commissions
- P. **RESOLUTION NO. 21-R-74:** A Resolution Appointing Members to Village Commissions
- Q. **RESOLUTION NO. 21-R-75:** A Resolution Approving a Special Event - Red Rose Choir

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

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

NAYS: None

REPORT OF THE ZONING BOARD OF APPEALS, ZBA 21-05, Variation for Parking, Dos Amigos Mexican Restaurant, Applicant, 101 W. Rockland Road

President Johnson noted Dos Amigos Mexican Restaurant is requesting a variation for parking in order to allow an expansion of the restaurant. The tenant currently occupies 101 W. Rockland Road and is proposing to expand into 103 W. Rockland Road. The Zoning Board of Appeals heard the request at the April 26, 2021 meeting to reduce the parking space requirements for the center from 69 to the existing 60 spaces. Members of the Zoning Board of Appeals concurred with the request as the peak hours for the restaurant are in the evenings while the majority of the remainder of the center are during the day. A motion to recommend Village Board of Trustees approval passed with a vote of 7 - 0.

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President Johnson asked for public comment and there was none. President Johnson asked if the applicant was present and wished to speak. Kenneth Henry, attorney for Dos Amigos, made a brief statement.

President Johnson if there was any public comment and there was none. Several trustees spoke in favor of approval of the variation. Mr. Henry thanked the board for their support and was appreciative of staff assistance.

Trustee Adams moved to approve the parking variation at 101 W. Rockland Road, and Trustee Love seconded. The motion carried on roll call vote as follows:

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

NAYS: None

REPORT OF THE HISTORIC PRESERVATION COMMISSION, HPC 21-02, Martina Cook, Applicant - 210 Lake Street

President Johnson noted the Historic Preservation Commission is recommending designation of 210 Lake Street as a local landmark. The Commission held a public hearing on March 15, 2021, and found that the structure met criteria for designation including its exemplification of important planning and urban design techniques and its location and physical appearance. The Historic Preservation Commission voted unanimously to recommend Board approval of the local landmark status.

The architecture of this 1874 Victorian-style home has been maintained through a recent renovation and addition. The original wall sconces have been maintained along with original hardware. The original home was constructed with brick-lined walls known as “Brick Nogging”. The Historic Preservation Commission confirmed that the addition is consistent with the original house, as Chicago brick was used and diamond window patterns replicated.

Members of the Commission voted unanimously to recommend the designation after a presentation by the owners of the property. The Report of the Historic Preservation Commission is attached for Village Board of Trustees review. Upon approval, an ordinance will be drafted for Village Board approval and a plaque prepared for the property owner.

President Johnson asked for public comment and there was none. President Johnson asked the Board for comments. Several Trustees spoke in favor of the landmark status for the property.

Trustee Krummick moved to approve the local landmark status for 210 Lake Street, and Trustee Love seconded. The motion carried on roll call vote as follows:

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

NAYS: None

REPORT OF THE PLAN COMMISSION, PC 21-07, Text Amendment to Section 26-16-8.5, PC 21-08, Site Plan Permit, Durable Inc./Garden Investment Co., Applicant, 1530 Artaius Parkway

President Johnson noted that at the April 26, 2021 meeting, the Plan Commission heard a request from Durable Inc. to amend the Zoning Code to give the Village Board of Trustees the authority to grant a variation for design and maintenance requirements as it relates to off-street loading. Durable Inc. is located at 1530 Artaius Parkway and also requested an associated variation to increase the percentage of truck doors on the south facade. The consensus of the Plan Commission was to support the Text Amendment, but limited to the I-1 District. The applicant also applied for a Site Plan Permit to consolidate the truck loading/unloading to the south side of the building. The applicant plans to fill in six (6) internal truck docks on the north and south sides of the building and install eight (8) exterior truck docks on the south side of the structure. Also proposed is a 38 stall parking lot on the northwest corner of the building. The Commission also concurred with that request. Motions to recommend Village Board of Trustees approval of the Text Amendment and Site Plan Permit passed with votes of 6 - 1.

President Johnson asked if there were any public comments and there were none. Representatives of Durable Inc./Garden Investment Company were available for questions or comments. President Johnson asked for Board comments. Several Trustees spoke in favor of supporting PC 21-07, the Text Amendment.

Trustee Adams moved to approve PC 21-07, the Text Amendment, and Trustee Love seconded. The motion carried on roll call vote as follows:

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

NAYS: None

President Johnson asked if there were any comments on PC 21-08, Site Plan Permit, from the public or representatives of Durable Inc./Garden Investment Company and there were none. President Johnson asked if there were any board comments. Trustee Garrity asked the representatives if they could monitor the bushes and vegetation near the post office property. The representatives agreed to review it further and monitor. There were no further comments from the representatives or the Board.

Trustee Garrity moved to approve PC 21-08, Site Plan Permit, and Trustee Adams seconded. The motion carried on roll call vote as follows:

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

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NAYS: None

REPORT OF THE ZONING BOARD OF APPEALS ZBA 21-07, Variation for Loading Spaces ZBA 21-08, Variation for Loading Docks ZBA 21-09, Variation for Loading Facing Street Durable Inc./Garden Investment Co., Applicant 1530 Artaius Parkway

President Johnson noted that in association with requests for a Text Amendment and Site Plan Permit, Durable Inc. requested three (3) variations for the project which include the following: □

- Variation to allow loading spaces closer to the right-of-way than the facade of the building. Zoning Board of Appeals action: Motion to recommend approval passed with a vote of 6 - 1 as the right-of-way is a private easement with limited access. □
- Variation to increase the maximum allowed percentage of loading docks from 32% to approximately 42%. Zoning Board of Appeals action: Motion to recommend approval passed with a vote of 5 - 2. □
- Variation to allow loading spaces to not be enclosed by the building. Zoning Board of Appeals action: Motion to recommend approval passed with a vote of 6 - 1.

President Johnson asked if there were any public comments or comments from the representatives related to ZBA 21-07 and there were none. President Johnson asked the Board for comments and several Trustees spoke in favor of the item.

Trustee Hickey moved to approve ZBA 21-07, and Trustee Connell seconded. The motion carried on roll call vote as follows:

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

NAYS: None

President Johnson asked if there were any public comments or comments from the representatives related to ZBA 21-08 and there were none.

Trustee Adams moved to approve ZBA 21-08, and Trustee Hickey seconded. The motion carried on roll call vote as follows:

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

NAYS: Krummick

Trustee Love moved to approve ZBA 21-09, and Trustee Adams seconded. The motion carried on roll call vote as follows:

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

NAYS: None

ORDINANCE NO. 21-O-33: An Ordinance Waive Formal Bidding and Purchase

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Extrication Equipment

President Johnson noted the Fire Department will soon be taking delivery of a new Pumper Truck. This new apparatus also responds to motor vehicle accidents and is equipped with vehicle extrication tools. The Fire Department budgeted \$28,500 in the 2021-22 Vehicle Maintenance and Replacement Service Fund for a new set of extrication tools for the new pumper. The department operates Hurst brand extrication tools sold by Air One Equipment and has recently started purchasing battery operated tools to replace the older gas-powered units. The newest set of battery Hurst extrication equipment has performed exceptionally well for the department.

Because the department operates Hurst extrication equipment it is important that all the tools are the same for ease of use, maintenance, and operation. Hurst extrication tools are only available through Air One and are therefore a sole source purchase. Village staff recommends the approval of the attached Resolution to purchase new Extrication Tools from Air One Equipment, Inc. in the amount of \$27,329.00 and to authorize the execution of the purchase by the Village Administrator.

President Johnson asked if there were any public comments and there was none. President Johnson asked if there were any Board comments and several Trustees spoke in favor of the purchase. Trustee Love asked Fire Chief Carani about pricing and competitive bidding.

Trustee Adams moved to approve waiving formal bidding and purchase, and Trustee Hickey seconded. The motion carried on roll call vote as follows:

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

NAYS: None

ORDINANCE NO. 21-O-34: An Ordinance to Waive Formal Bidding and Award a Contract for Replacement of Outdoor Warning Siren

The Village of Libertyville owns and operates eight outdoor emergency warning sirens within the Village. The siren located at Golf and Butterfield is 30 years old and is currently the only siren not operating under battery power. This siren is scheduled for replacement and funding has been allocated in the Public Building Improvement Fund in the amount of \$36,000 for the replacement. JS Communications Technologies LLC is the service company used by the Village and the Libertyville Fire Protection District to maintain and service our emergency warning siren system.

JS Communications has provided a quote for the siren replacement in the amount of \$35,793.49. This quote is sole source due to the fact JS Communications is the only local siren installer. JS communications has installed and serviced the Villages equipment for the past 30 years and does

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an exceptional job. Staff is requesting that the Village waive formal bidding due to the limited number of local siren installers and award the contract to JS Communications Technologies LLC in the amount of \$35,793.49 to install a new siren and remove the existing siren and to authorize the execution of the purchase by the Village Administrator.

President Johnson asked if there were any public comments and there was none. President Johnson asked if there were any Board comments and several Trustees spoke in favor of the purchase. Trustee Garrity asked Chief Carani about JS Communications and a previous job in the Village. Chief Carani assured the Board about the inquiry. President Johnson asked Chief Carani about a change in ownership related to the vendor. Chief Carani clarified the questions for the Board. There were no further comments from the Board.

Trustee Adams moved to approve waiving formal bidding and purchase, and Trustee Love seconded. The motion carried on roll call vote as follows:

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

NAYS: None

RESOLUTION NO. 21-R-76: A Resolution to Approve a Contract with Simon Roofing Products for Roof Repairs at the Parks Maintenance Building and Fire Station No. 1

The Fiscal Year 2021/22 budget provides funding for roof repairs at the Parks Maintenance Building and Fire Station No. 1. This work is also identified in the Village's Capital Improvements Plan. The roofs at both buildings are past their serviceable life and in need of repairs. The Parks Maintenance Building was acquired in 1994 and that was the last time repairs were performed on the roof. Fire Station No. 1 was built in 1991 with a lower-tier roof and an upper-tier roof. The lower-tier and upper-tier roofs have been maintained with spot repairs as needed to date. Both roofs have an aluminum coating system which is showing signs of distress at both locations.

The Village is a member of The Interlocal Purchasing System (TIPS), a government cooperative purchasing program. Simon Roofing is a TIPS preferred vendor for roofing projects. Simon Roofing and the Village partnered to create a scope of services for the Parks Maintenance Building and Fire Station No. 1 roof repairs. Simon Roofing will be general contractor and oversee the roofing project.

The total cost for the roof replacement work is \$70,230, which consists of \$45,692 for the Parks Maintenance Building and \$24,538 for Fire Station No. 1. The total contract amount will be \$71,788, which includes material shipping and bonding costs. The Public Building Improvement Fund has \$118,770 budgeted in Account #46-0000-0-796 for the Parks Maintenance Building and \$25,000 budgeted in Account #46-0000-0-794 for the Fire Station No. 1 roof repairs.

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Staff recommends approval of the attached Resolution to award the contract through joint purchasing to Simon Roofing Products for roof repairs at the Parks Maintenance Building and Fire Station No. 1 in the not-to-exceed amount of \$71,788 and authorize execution of the contract by the Village Administrator.

President Johnson asked if there were any public comments and there was none. President Johnson asked if there were any Board comments and several Trustees spoke in favor of the purchase. Trustees Garrity and Krummick asked Director Kendzior questions about the project and the vendor.

President Johnson asked if there were any further comments and there was none. Trustee Krummick moved to approve the resolution, and Trustee Adams seconded. The motion carried on roll call vote as follows:

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

NAYS: None

PETITIONS AND COMMUNICATIONS

President Johnson announced the following:

- The Firefighter's Pension Fund Board will meet virtually at 8:30 a.m. on Monday, May 17, 2021.
- The Historic Preservation Commission will meet virtually at 5:00 p.m. on Monday, May 17, 2021.
- The Appearance Review Commission will meet virtually at 7:00 p.m. on Monday, May 17, 2021.
- The Economic Development Commission will meet virtually at 7:30 a.m. on Wednesday, May 19, 2021.
- The Sustain Libertyville Commission will meet virtually at 4:00 p.m. on Wednesday, May 19, 2021.
- The Human Relations Commission will meet virtually at 5:00 p.m. on Wednesday, May 19, 2021.
- The Libertyville Arts Commission will meet virtually at 2:00 p.m. on Monday, May 24, 2021.
- The Plan Commission/Zoning Board of Appeals will meet virtually at 7:00 p.m. on Monday, May 24, 2021.
- The Bicycle Advisory Commission will NOT meet at 6:00 p.m. on Tuesday, May 25, 2021.

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- The Village Board will meet virtually at 8:00 p.m. on Tuesday, May 25, 2021.

President Johnson advised the Trustees to contact Village Administrator Amidei with any questions about committee assignments.

Village Administrator Amidei made an announcement about the upcoming COVID-19 Bridge Phase and upcoming 4th of July festivities.

President Johnson asked if there were any further comments from the Board. Several Trustees complimented President Johnson on her first meeting as President. There were also welcomes to the new Trustees and Clerk. President Johnson thanked staff for all their efforts in supporting outgoing and incoming elected officials.

There were additional public comments and questions about the potential development at Route 21 and Route 137. President Johnson clarified the process for the residents.

ADJOURNMENT

With no further business to come before Village Board, Trustee Garrity moved to adjourn at 8:15 p.m., and Trustee Adams seconded. The motion carried on roll call vote as follows:

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

NAYS: None

Respectfully submitted,

Luke Stowe
Village Clerk



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: June 8, 2021
Agenda Item: Approval of Attached Bills
Staff Recommendation: Approve Payment
Staff Contact: Nicholas A. Mostardo, Director of Finance

Summary of Funds

General Fund	\$202,301.86
Commuter Parking Fund	4,238.47
Concord Special Service Area	702.89
Foreign Fire Insurance Tax	638.52
General Bond & Interest	475.00
Hotel/Motel Tax Fund	5,855.45
Impact Fee Fund	0.00
Libertyville Sports/Comp	19,311.27
Motor Fuel Tax Fund	0.00
Park Improvement Fund	563.60
Project Fund	48,721.40
Public Building Improvement Fund	3,649.22
Road Bond Fund	0.00
Stormwater Sewer Fund	20,617.24
Tax Increment Finance District	455,395.15
Technology Equipment/Replacement Service Fund	27,323.32
Timber Creek Special Service Area	650.29
Utility Fund	54,846.66
Vehicle Maintenance/Replacement Fund	10,093.23
Total - Accounts Payable	855,383.57
Total - Payroll 6/4/21	
(Salaries & Employer Paid Benefits)	819,701.50
Grand Total	\$1,675,085.07

The payment of the above listed funds has been approved by the Village Board of Trustees at a meeting held on June 8, 2021 and you are hereby authorized to pay them from the appropriate budgets.

Donna Johnson, Mayor

Attest:

Luke Stowe, Village Clerk

JOURNALIZED
BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 01 GENERAL FUND					
Dept 0000 GENERAL					
01-0000-0-104000	CASH ON HAND	PETTY CASH GENERAL	RIVERSIDE POOL BANKS	300.00	
01-0000-0-104000	CASH ON HAND	PETTY CASH GENERAL	ADLER POOL BANKS	710.00	
01-0000-0-403016	EYE INSURANCE	FIDELITY SECURITY LIFE INS	EYE INS COVERAGE 6/21	353.09	
01-0000-0-450000	BB-20-0024 - PB-20-0019	ACOA LTD	BD Bond Refund	1,500.00	
01-0000-0-450000	BEP-21-0011 - PENG-21-0084	CLOW, KAREN & CHARLES JR	BD Bond Refund	250.00	
01-0000-0-450000	BERC-18-0011 - PSD-18-0011	FIORINI, LLOYD	BD Bond Refund	5,000.00	
01-0000-0-450000	BPERM-18-0003 - PSD-18-0011	FIORINI, LLOYD	BD Bond Refund	10,455.50	
01-0000-0-450000	BB-21-0069 - PB-21-0148	GILMAN CUSTOM HOMES	BD Bond Refund	1,500.00	
01-0000-0-450000	BB-20-0115 - PB-20-0181	JEREMY LEW & ASSOCIATES	BD Bond Refund	1,500.00	
01-0000-0-450000	BB-19-0171 - PD-19-0029	LAZZARETTO CONSTRUCTION	BD Bond Refund	5,000.00	
01-0000-0-450000	BESW-21-0001 - PENG-21-0008	LAZZARETTO CONSTRUCTION	BD Bond Refund	500.00	
01-0000-0-450000	BB-16-0145 - PB-16-0503	LYNCH, TALITHA L & JONATHAN	BD Bond Refund	1,500.00	
01-0000-0-450000	BESW-21-0004 - PENG-21-0064	NEARY, MARA	BD Bond Refund	500.00	
01-0000-0-450000	BEC-21-0002 - PENG-21-0070	PREMIER PAVING OF N IL	BD Bond Refund	1,500.00	
01-0000-0-450000	BB-20-0213 - PB-20-0792	SCHMIDT CARPENTRY	BD Bond Refund	500.00	
01-0000-0-450000	BEP-21-0017 - PENG-21-0123	ZHU, HAIZHONG & WU, YING	BD Bond Refund	250.00	
01-0000-0-451000	BDB-21-0009 - PZ-21-0324	KARE MANAGEMENT, INC.	BD Bond Refund	7,500.00	
01-0000-5-643000	AMBULANCE FEES	BLUE CROSS BLUE SHIELD ILI	AMB REFUND-MEDICARE PRIM PAYER	1,134.93	
01-0000-5-643000	AMBULANCE FEES	NAZAROF, VICTOR	AMBULANCE REFUND	98.88	
01-0000-5-658000	Inspection Fee (ENG)	LAZZARETTO CONSTRUCTION	BD Payment Refund	225.00	
01-0000-5-658000	Permit Application Fee (ENG)	LAZZARETTO CONSTRUCTION	BD Payment Refund	130.00	
Total For Dept 0000 GENERAL				40,407.40	
Dept 0100 ADMINISTRATION/FINANCE					
01-0100-3-728000	TECHNICAL SERVICES	ADVOCATE OCCUPATIONAL HEAL	PRE-EMPLOYMENT PHYSICAL	169.00	
01-0100-3-746000	EMPLOYEE PROGRAMS	DIRECT FITNESS SOLUTIONS I	PREVENTATIVE MAINT CHARGE	375.00	
01-0100-3-746000	EMPLOYEE PROGRAMS	DIRECT FITNESS SOLUTIONS I	REPLACEMENT PART FOR PRECOR R-BIKE	42.60	
01-0100-5-722000	POSTAGE	FED EX	SHIP LETTER TO CANLAN	53.34	
01-0100-5-722000	POSTAGE	QUADIENT LEASING USA, INC	POSTAGE MACHINE LEASE 6/27-9/26/21	597.00	
01-0100-5-723000	OFFICE SUPPLIES	BEAVER SHREDDING, INC.	SHREDDING	65.00	
01-0100-5-723000	OFFICE SUPPLIES	QUADIENT FINANCE USA, INC	TONER CARTRIDGE	139.73	
01-0100-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	SAM'S CLUB DIRECT COMM. CF	PRESCH SUPPLIES/DANCE TEACHER GIFT/CONI	45.00	
01-0100-7-713000	MAINTENANCE - COPY MACHINE	RICOH USA, INC	COPIER LEASE 6/21	303.81	
Total For Dept 0100 ADMINISTRATION/FINANCE				1,790.48	
Dept 0201 ENGINEERING					
01-0201-5-723000	OFFICE SUPPLIES	RICOH USA, INC	COPIER LEASE 5/21	76.25	
Total For Dept 0201 ENGINEERING				76.25	
Dept 0203 STREETS					
01-0203-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL INS	12,306.00	
01-0203-3-728000	TECHNICAL SERVICES	SPRINT / NEXTEL COMMUNICAT	SERVICE 4/24-5/23/21	16.99	
01-0203-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE 6/21	102.90	
01-0203-4-707000	STREETLIGHT ENERGY	AEP ENERGY INC	SERVICE 4/21	3,129.37	
01-0203-4-707000	STREETLIGHT ENERGY	AEP ENERGY INC	SERVICE 4/21	195.39	
01-0203-4-707000	STREETLIGHT ENERGY	AEP ENERGY INC	SERVICE 4/21	3,718.09	
01-0203-4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 4/21	33.06	
01-0203-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTYVII	MISC HARDWARE & SUPPLIES	257.72	
01-0203-5-706000	MATERIALS AND SUPPLIES	NETWORK SERVICES COMPANY	JANITORIAL SUPPLIES	575.08	
01-0203-5-706000	MATERIALS AND SUPPLIES	RUSSO POWER EQUIPMENT	BLADE	327.99	
01-0203-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	SAM'S CLUB DIRECT COMM. CF	PRESCH SUPPLIES/DANCE TEACHER GIFT/CONI	40.00	
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	STREET LIGHT MAINT 4/21	1,036.03	
01-0203-7-712000	MAINTENANCE BUILDINGS	ADVANCED CLEANING SYSTEMS,	JANITORIAL SERVICES 5/21	679.17	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 01 GENERAL FUND					
Dept 0203 STREETS					
01-0203-7-713000	MAINTENANCE ROADWAY MEDIANS	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 6/21	1,263.70	
01-0203-7-716000	MAINTENANCE STREETS AND ALLEYS	LAKESHORE RECYCLING SYSTEM	HAUL OUT SPOILS DISPOSAL	1,198.00	
01-0203-7-716000	MAINTENANCE STREETS AND ALLEYS	NORTH AMERICAN SAFETY INC	SAFETY CONES	862.50	
01-0203-7-716000	MAINTENANCE STREETS AND ALLEYS	PETER BAKER & SON CO	ASPHALT	451.65	
01-0203-7-717000	MAINTENANCE SIDEWALKS	FISCHER BROS FRESH CONCRETE	CONCRETE @ CANTERBURY	812.50	
01-0203-7-719000	MUTIPLE SIZES OF ALUMINUM BLANKS	TRAFFIC CONTROL & PROTECTI	ALUMINUM BLANKS	130.50	
		Total For Dept 0203 STREETS		27,136.64	
Dept 0204 SNOW REMOVAL AND ICE CONTROL					
01-0204-5-799000	MISCELLANEOUS	ACE HARDWARE OF LIBERTYVIL	MISC HARDWARE & SUPPLIES	183.26	
01-0204-5-799000	MISCELLANEOUS	ACE HARDWARE OF LIBERTYVIL	MISC HARDWARE & SUPPLIES	(44.08)	
01-0204-5-799000	MISCELLANEOUS	MENARDS INC	MAILBOX PARTS	49.49	
01-0204-5-799000	MISCELLANEOUS	MENARDS INC	MAILBOX PARTS	23.09	
		Total For Dept 0204 SNOW REMOVAL AND ICE CONTROL		211.76	
Dept 0205 REFUSE & RECYCLING					
01-0205-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL INS	2,324.00	
		Total For Dept 0205 REFUSE & RECYCLING		2,324.00	
Dept 0301 PLANNING DIVISION					
01-0301-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE 5/21	76.26	
		Total For Dept 0301 PLANNING DIVISION		76.26	
Dept 0302 BUILDING SERVICES					
01-0302-3-728000	TECHNICAL SERVICES	THOMPSON ELEVATOR INSPECTI	125-SEMI-ANNUAL ELEVATOR INSPECTIONS	1,075.00	
01-0302-7-715000	MAINTENANCE OTHER EQUIPMENT	RICOH USA, INC	COPIER LEASE 5/21	76.26	
		Total For Dept 0302 BUILDING SERVICES		1,151.26	
Dept 0303 ECONOMIC DEVELOPMENT					
01-0303-3-741000	PROMOTION & ACTIVITIES	CASA BONITA	REIMBURSE SHOP LIBERTYVILLE CERTIFICATE	625.00	
01-0303-3-741000	PROMOTION & ACTIVITIES	GOLD EAGLE WINE & SPIRITS	REIMBURSE SHOP LIBERTYVILLE CERTIFICATE	1,200.00	
		Total For Dept 0303 ECONOMIC DEVELOPMENT		1,825.00	
Dept 0501 POLICE ADMIN, COMMUNICATION & RECORDS					
01-0501-3-705000	CONTRACTUAL SERVICES	COMMONWEALTH EDISON CO	SERVICE 4/21	13.57	
01-0501-3-705000	CONTRACTUAL SERVICES	VILLAGE OF VERNON HILLS	DISPATCH OPERATING & CAPITAL 6/21	24,808.71	
01-0501-3-728000	TECHNICAL SERVICES	ADVOCATE OCCUPATIONAL HEAL	DRUG SCREEN	56.00	
01-0501-5-706000	MATERIALS AND SUPPLIES	AMAZON CAPITAL SERVICES,	1EYEWASH/CD STORAGE BOXES	71.97	
01-0501-5-722000	POSTAGE	UNITED PARCEL SERVICE	SAFARILAND RETURN	6.73	
01-0501-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	SAM'S CLUB DIRECT COMM. CF	PRESCH SUPPLIES/DANCE TEACHER GIFT/CONI	40.00	
01-0501-7-715000	MAINTENANCE OTHER EQUIPMENT	ADVANCED BUSINESS NETWORKS	ETHERNET SERVICE	494.20	
		Total For Dept 0501 POLICE ADMIN, COMMUNICATION & RECOF		25,491.18	
Dept 0502 POLICE PATROL					
01-0502-3-730000	EQUIPMENT RENTAL AND USER FEES	MAJOR CRASH ASSISTANCE TEL	21-22 MEMBERSHIP DUES	250.00	
01-0502-5-720000	DUI EQUIPMENT	HID GLOBAL CORPORATION	LIVESCAN DEVICE-SOFTWARE-MAINTENANCE	1,509.57	
01-0502-5-720000	DUI EQUIPMENT	HID GLOBAL CORPORATION	LIVESCAN DEVICE-SOFTWARE-MAINTENANCE	1,650.00	
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	ENTENMANN-ROVIN CO	BADGES	188.25	
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	HOWARD, JASON	REIMBURSE-MEALS	36.00	
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	KOCHENASH, DAVID	REIMBURSE-MEALS	23.51	
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	MELVIN, MATTHEW	REIMBURSE-MEALS	24.00	
		Total For Dept 0502 POLICE PATROL		3,681.33	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 01 GENERAL FUND					
Dept 0503 POLICE-INVESTIGATIONS					
01-0503-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTYVILLE	MISC HARDWARE & SUPPLIES	44.99	
01-0503-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTYVILLE	MISC HARDWARE & SUPPLIES	(44.09)	
Total For Dept 0503 POLICE-INVESTIGATIONS				0.90	
Dept 0601 FIRE-ADMINISTRATION					
01-0601-3-742000	COPY MACHINE LEASE	AMAZON CAPITAL SERVICES, I	COPIER PAPER	297.90	
Total For Dept 0601 FIRE-ADMINISTRATION				297.90	
Dept 0603 FIRE-EMERGENCY SERVICES					
01-0603-3-705000	CONTRACTURAL SERVICES	VILLAGE OF VERNON HILLS	DISPATCH OPERATING & CAPITAL 6/21	12,736.87	
01-0603-3-728000	TECHNICAL SERVICES	COMCAST	SERVICE 5/15/21-6/14/21	1,536.00	
01-0603-3-728000	TECHNICAL SERVICES	LIBERTYVILLE FIRE DISTRICT	AMBULANCE SERVICE 22.5%-5/1/21	14,270.85	
01-0603-3-728000	TECHNICAL SERVICES	THEODORE POLYGRAPH SERVICE	POLYGRAPH TEST - FF	200.00	
01-0603-5-707000	FIREFIGHTER SUPPLIES	ACE HARDWARE OF LIBERTYVILLE	MISC HARDWARE & SUPPLIES	9.00	
01-0603-5-707000	ABSORBENT SOCK 1 GALLON CAP	MUNICIPAL EMERGENCY SERVICE	HAZMAT ABSORBENT AND CONTAINMENT MATERI	168.00	
01-0603-5-707000	ABSORBENT SOCK 100 OZ CAP	MUNICIPAL EMERGENCY SERVICE	HAZMAT ABSORBENT AND CONTAINMENT MATERI	164.00	
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	PAKOSTA, MICHAEL J	REIMBURSE-2 FF TEXTBK & ONLINE ACCESS-F	158.72	
Total For Dept 0603 FIRE-EMERGENCY SERVICES				29,243.44	
Dept 0604 FIRE-SUPPORT SERVICES					
01-0604-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTYVILLE	MISC HARDWARE & SUPPLIES	7.99	
01-0604-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTYVILLE	MISC HARDWARE & SUPPLIES	65.63	
01-0604-5-706000	MATERIALS AND SUPPLIES	ZEP SALES & SERVICE	CLEANING CHEMICALS	312.40	
01-0604-5-706000	MATERIALS AND SUPPLIES	ZEP SALES & SERVICE	LAUNDRY SOAP	160.70	
01-0604-5-707000	FIREFIGHTER SUPPLIES	AIR ONE EQUIPMENT, INC	FIREFIGHTER HELMETS	553.00	
01-0604-5-707000	CONTAINMENT BERM 60 GALLON CAP	MUNICIPAL EMERGENCY SERVICE	HAZMAT ABSORBENT AND CONTAINMENT MATERI	598.00	
01-0604-5-707000	SHIPPING	MUNICIPAL EMERGENCY SERVICE	HAZMAT ABSORBENT AND CONTAINMENT MATERI	97.09	
01-0604-5-752000	UNIFORMS	RED WING BUSINESS ADVANTAGE	BOOTS-HALL	110.49	
01-0604-5-752000	UNIFORMS	RED WING BUSINESS ADVANTAGE	BOOTS-RECKLING	186.99	
01-0604-7-712000	MAINTENANCE BUILDINGS	ACE HARDWARE OF LIBERTYVILLE	MISC HARDWARE & SUPPLIES	7.98	
01-0604-7-712000	MAINTENANCE BUILDINGS	ALTERNATE POWER INDUSTRIES	HARD WIRE BLOCK HEATER-STN 3 ATKINSON F	169.00	
01-0604-7-712000	MAINTENANCE BUILDINGS	AMAZON CAPITAL SERVICES, I	JANITORIAL SUPPLIES	286.90	
01-0604-7-712000	MAINTENANCE BUILDINGS	TOTAL ELEVATOR SERVICE	9-ELEVATOR MAINT 5/21	172.60	
01-0604-7-713000	MAINTENANCE GROUNDS	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 6/21	569.69	
01-0604-7-713000	MAINTENANCE GROUNDS	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 6/21	354.24	
Total For Dept 0604 FIRE-SUPPORT SERVICES				3,652.70	
Dept 0701 PARKS					
01-0701-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL INS	7,734.00	
01-0701-3-705000	CONTRACTUAL SERVICES	ADVANCED CLEANING SYSTEMS,	JANITORIAL SERVICES 5/21	618.53	
01-0701-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 4/21	22.11	
01-0701-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTYVILLE	MISC HARDWARE & SUPPLIES	19.99	
01-0701-5-706000	MATERIALS AND SUPPLIES	RUSSO POWER EQUIPMENT	CHAINSAW SCABBARD FOR BUCKET TRUCK	119.99	
01-0701-5-752000	UNIFORMS	LECHNER & SONS	UNIFORMS	24.24	
01-0701-5-752000	UNIFORMS	LECHNER & SONS	UNIFORMS	24.24	
01-0701-5-752000	UNIFORMS	LECHNER & SONS	UNIFORMS	24.24	
01-0701-7-712000	MAINTENANCE BUILDING	ACE HARDWARE OF LIBERTYVILLE	MISC HARDWARE & SUPPLIES	124.28	
01-0701-7-713000	MAINTENANCE GROUNDS	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 6/21	16,289.99	
01-0701-7-713000	285 YDS OF ADA PLAYGROUND MULCH	CEDAR VALLEY EXPRESS BLOWN	CERTIFIED PLAYGROUND MULCH	9,120.00	
01-0701-7-713000	MAINTENANCE GROUNDS	ELITE GROWERS, INC	FLOWERS-VH	345.00	
01-0701-7-713000	MAINTENANCE GROUNDS	FIORE NURSERY & LANDSCAPE	REPLACE PLANTS DAMAGED BARTLETT TER FIF	234.00	
01-0701-7-715000	MAINTENANCE OTHER EQUIPMENT	RUSSO POWER EQUIPMENT	NEW ENGINE FOR SOD CUTTER	343.17	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 01 GENERAL FUND					
Dept 0701 PARKS					
Total For Dept 0701 PARKS				35,043.78	
Dept 0702 RECREATION					
01-0702-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY,	SERVICE 4/21	1,069.94	
01-0702-5-706000	SUPPL & EXP - TOT PROGRAMS	AMAZON CAPITAL SERVICES,	1PULSE OXIMETER/CPR MASK/LANYARD/WHISTLE	234.19	
01-0702-5-706000	SUPPL & EXP - TOT PROGRAMS	RICOH USA, INC	COPIER LEASE 6/21	83.30	
01-0702-5-706000	SUPPL & EXP - TOT PROGRAMS	SAM'S CLUB DIRECT COMM. CF	PRESCH SUPPLIES/DANCE TEACHER GIFT/CONI	281.85	
01-0702-5-707000	SUPPL & EXP-YOUTH PROGRAMS	KOLLUM, JASON	ONSITE FIELD TRIP FOR CAMP	495.00	
01-0702-5-707000	SUPPL & EXP-YOUTH PROGRAMS	SPORTS 11 INC	DAY CAMP STAFF SHIRTS	872.70	
01-0702-5-707000	SUPPL & EXP-YOUTH PROGRAMS	SPORTS 11 INC	TEEN TRAVELERS SHIRTS/MASKS	762.50	
01-0702-5-707000	SUPPL & EXP-YOUTH PROGRAMS	THE KNOW IT ALLS SHOW	ONSITE FIELD TRIP FOR CAMP	1,150.00	
01-0702-5-716000	DANCE PROGRAM EXPENSE	SAM'S CLUB DIRECT COMM. CF	PRESCH SUPPLIES/DANCE TEACHER GIFT/CONI	19.62	
01-0702-5-723000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES,	1WRIST REST PADS/DESK CHAIR	190.96	
01-0702-5-723000	OFFICE SUPPLIES	MENARDS INC	OFFICE & JANITORIAL SUPPLIES	97.67	
01-0702-5-723000	OFFICE SUPPLIES	SAM'S CLUB DIRECT COMM. CF	PRESCH SUPPLIES/DANCE TEACHER GIFT/CONI	43.94	
01-0702-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	SAM'S CLUB DIRECT COMM. CF	PRESCH SUPPLIES/DANCE TEACHER GIFT/CONI	160.00	
01-0702-5-732000	SUPPLIES & EXP -SPC EVNT FMLY	SAM'S CLUB DIRECT COMM. CF	PRESCH SUPPLIES/DANCE TEACHER GIFT/CONI	399.96	
01-0702-7-712000	MAINTENANCE BUILDING	ADVANCED CLEANING SYSTEMS,	JANITORIAL SERVICES 5/21	886.63	
01-0702-7-712000	MAINTENANCE BUILDING	ADVANCED CLEANING SYSTEMS,	JANITORIAL SERVICES 5/21	886.63	
01-0702-7-712000	MAINTENANCE BUILDING	ADVANCED CLEANING SYSTEMS,	JANITORIAL SERVICES 5/21	893.66	
01-0702-7-712000	MAINTENANCE BUILDING	GLOBAL EQUIPMENT COMPANY	4-TENNIS COURT UMBRELLAS	343.99	
01-0702-7-712000	MAINTENANCE BUILDING	MENARDS INC	MISC SUPPLIES TO CATCH MICE-CRAWFORD	11.11	
Total For Dept 0702 RECREATION				8,883.65	
Dept 0703 SWIMMING POOL OPERATIONS					
01-0703-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 4/21	67.65	
01-0703-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY,	SERVICE 4/21	416.33	
01-0703-5-706000	MATERIALS AND SUPPLIES	AMAZON CAPITAL SERVICES,	1PULSE OXIMETER/CPR MASK/LANYARD/WHISTLE	383.37	
01-0703-5-706000	MATERIALS AND SUPPLIES	WAREHOUSE DIRECT, INC	FOAM SANITIZER	84.49	
01-0703-5-752000	UNIFORMS	SPORTS 11 INC	LIFEGUARD SWIM SUITS	457.00	
01-0703-5-752000	UNIFORMS	SPORTS 11 INC	LIFEGUARD SWIM SUITS	448.00	
01-0703-5-752000	UNIFORMS	SPORTS 11 INC	POOL UNIFORMS	914.98	
01-0703-5-752000	UNIFORMS	SPORTS 11 INC	POOL UNIFORMS	524.42	
01-0703-7-712000	MAINTENANCE BUILDING	ACE HARDWARE OF LIBERTYVII	MISC HARDWARE & SUPPLIES	39.57	
01-0703-7-716000	MAINTENANCE POOLS	ACE HARDWARE OF LIBERTYVII	MISC HARDWARE & SUPPLIES	109.90	
01-0703-7-716000	GLB ADVANTIS TECH 71026A SUPER S	AMAZON CAPITAL SERVICES,	1POOL STAIN PREVENTION SOLUTION	1,313.60	
01-0703-7-716000	MAINTENANCE POOLS	AMAZON CAPITAL SERVICES,	1POOL STAIN PREVENTION SOLUTION	92.76	
01-0703-7-716000	MAINTENANCE POOLS	AMAZON CAPITAL SERVICES,	1RETURN-SEQUA-SOL W/GRANULAR FORMULA	(262.72)	
01-0703-7-716000	MAINTENANCE POOLS	MCMASTER-CARR SUPPLY CO	BOLT & NUT-ADLER POOL	24.01	
Total For Dept 0703 SWIMMING POOL OPERATIONS				4,613.36	
Dept 1000 EMERGENCY MANAGEMENT AGENCY					
01-1000-5-799000	MISCELLANEOUS	GARVEY'S OFFICE PRODUCTS	LYSOL WIPES	712.98	
Total For Dept 1000 EMERGENCY MANAGEMENT AGENCY				712.98	
Dept 1200 LEGISLATIVE BDS & COMMITTEES					
01-1200-5-799000	MISCELLANEOUS	HERITAGE SIGNS, LTD.	REMOVE & INSTALL NEW ETCHED GRAPHICS	301.00	
01-1200-5-799000	MISCELLANEOUS	HERITAGE SIGNS, LTD.	7-NAMEPLATES/1-HOLDER/6-NAME TAGS	473.65	
Total For Dept 1200 LEGISLATIVE BDS & COMMITTEES				774.65	
Dept 1500 CENTRAL BUSINESS					
01-1500-7-712000	DST PARKING	TOTAL ELEVATOR SERVICE	9-ELEVATOR MAINT 5/21	172.55	
01-1500-7-712000	MAINTENANCE BUILDING	TOTAL ELEVATOR SERVICE	9-ELEVATOR MAINT 5/21	172.55	
01-1500-7-712000	MAINTENANCE BUILDING	TOTAL ELEVATOR SERVICE	9-ELEVATOR MAINT 5/21	172.55	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 01 GENERAL FUND					
Dept 1500 CENTRAL BUSINESS DST PARKING					
01-1500-7-712000	MAINTENANCE BUILDING	TOTAL ELEVATOR SERVICE	9-ELEVATOR MAINT 5/21	172.55	
01-1500-7-713000	MAINTENANCE PARKING LOTS	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 6/21	665.89	
Total For Dept 1500 CENTRAL BUSINESS DST PARKING				1,356.09	
Dept 1600 COMMUNITY ORGAN/ACTIVITIES					
01-1600-3-767000	MOSQUITO CONTROL	CLARKE ENVNMENTAL MOSQUITO CONTROL	MOSQUITO CONTROL 7/21	8,250.00	
01-1600-5-761000	SPECIAL EVENTS	FIORELLI GRAPHICS & PRINT	MEMORIAL DAY PROGRAMS	175.00	
Total For Dept 1600 COMMUNITY ORGAN/ACTIVITIES				8,425.00	
Dept 1700 PUBLIC BUILDINGS					
01-1700-5-752000	UNIFORMS	CUTLER WORKWEAR	UNIFORM-JUAREZ	19.79	
01-1700-5-752000	UNIFORMS	CUTLER WORKWEAR	UNIFORM-JUAREZ	125.95	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	ACE HARDWARE OF LIBERTYVILLE	MISC HARDWARE & SUPPLIES	48.53	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	ACE HARDWARE OF LIBERTYVILLE	MISC HARDWARE & SUPPLIES	(44.09)	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	ADVANCED CLEANING SYSTEMS,	JANITORIAL SERVICES 5/21	957.86	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 6/21	139.33	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	MENARDS INC	MAINTENANCE VILLAGE HALL	12.67	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	TOTAL ELEVATOR SERVICE	9-ELEVATOR MAINT 5/21	172.55	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	WAREHOUSE DIRECT, INC	MULTIFOLD PAPER TOWELS-VH	37.32	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	ADVANCED CLEANING SYSTEMS,	JANITORIAL SERVICES 5/21	2,126.65	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	ADVANCED CLEANING SYSTEMS,	JANITORIAL SERVICES 5/21	1,118.86	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	TOTAL ELEVATOR SERVICE	9-ELEVATOR MAINT 5/21	172.55	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	WAREHOUSE DIRECT, INC	JANITORIAL SUPPLIES	237.88	
Total For Dept 1700 PUBLIC BUILDINGS				5,125.85	
Total For Fund 01 GENERAL FUND				202,301.86	
Fund 02 CONCORD SPECIAL SERVICE AREA					
Dept 0000 GENERAL					
02-0000-0-780000	RETENTION POND MAINT	COMMONWEALTH EDISON CO	SERVICE 5/21	3.66	
02-0000-0-781000	LANDSCAPING	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 6/21	699.23	
Total For Dept 0000 GENERAL				702.89	
Total For Fund 02 CONCORD SPECIAL SERVICE AREA				702.89	
Fund 05 FOREIGN FIRE INSURANCE TAX					
Dept 0000 GENERAL					
05-0000-0-790000	FIRE FIGHTING/EMER MED EQUIP	POSITIVE PROMOTIONS, INC	FIRE PREVENTION PROMOTIONAL MATERIALS	638.52	
Total For Dept 0000 GENERAL				638.52	
Total For Fund 05 FOREIGN FIRE INSURANCE TAX				638.52	
Fund 06 TIM/CREEK SPECIAL SERVICE AREA					
Dept 0000 GENERAL					
06-0000-0-780000	RETENTION POND MAINT	COMMONWEALTH EDISON CO	SERVICE 4/21	63.54	
06-0000-0-780000	RETENTION POND MAINT	COMMONWEALTH EDISON CO	SERVICE 4/21	61.45	
06-0000-0-780000	RETENTION POND MAINT	COMMONWEALTH EDISON CO	SERVICE 4/21	61.19	
06-0000-0-781000	LANDSCAPING	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 6/21	464.11	
Total For Dept 0000 GENERAL				650.29	
Total For Fund 06 TIM/CREEK SPECIAL SERVICE AREA				650.29	
Fund 08 GENERAL BOND & INTEREST					
Dept 0000 GENERAL					

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Fund 08 GENERAL BOND & INTEREST					
Dept 0000 GENERAL					
08-0000-0-797000	PAYING AGENT FEES	AMALGAMATED BANK OF CHICAGO	PAYING AGENT 2019 SERIES	475.00	
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Total For Dept 0000 GENERAL				475.00	
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Total For Fund 08 GENERAL BOND & INTEREST				475.00	
Fund 09 TAX INCREMENT FIN DIST #1					
Dept 0000 GENERAL					
09-0000-0-776000	PARKING IMPROVEMENTS	TESKA ASSOCIATES, INC	CHURCH GARAGE SIGN - ENG	2,525.00	
09-0000-0-796000	INTEREST PAYMENTS	LIBERTYVILLE BANK & TRUST	TIF DISTRICT TAX BONDS SERIES 2016	21,953.21	
09-0000-0-797000	PRINCIPAL PAYMENTS	LIBERTYVILLE BANK & TRUST	TIF DISTRICT TAX BONDS SERIES 2016	430,916.94	
				<hr/>	
Total For Dept 0000 GENERAL				455,395.15	
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Total For Fund 09 TAX INCREMENT FIN DIST #1				455,395.15	
Fund 13 HOTEL/MOTEL TAX FUND					
Dept 0000 GENERAL					
13-0000-0-713000	DOWNTOWN BEAUTIFICATION	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 6/21	3,069.42	
13-0000-0-762000	CIVIC CENTER	INT'L FIRE EQUIPMENT CORP	SEMI-ANNUAL MAINT OF EXTINGUISHERS & B	1,064.98	
13-0000-0-762000	CIVIC CENTER	J & R LOCK & SAFE, INC	REPAIR LOCK-CIVIC CTR	420.00	
13-0000-0-762000	CIVIC CENTER	NORTH SHORE SIGN CO, INC	SERVICE CALL/REPAIR SIGN LIGHTING-CIV C	238.50	
13-0000-0-762000	CIVIC CENTER	TOTAL ELEVATOR SERVICE	9-ELEVATOR MAINT 5/21	172.55	
13-0000-0-781000	ADLER CULTURAL CENTER	AEREX PEST CONTROL SERVICE	PEST CONTROL 5/27/21 - ADLER CTR	500.00	
13-0000-0-781000	ADLER CULTURAL CENTER	AEREX PEST CONTROL SERVICE	MOSQUITO CONTROL 5/21	390.00	
				<hr/>	
Total For Dept 0000 GENERAL				5,855.45	
				<hr/>	
Total For Fund 13 HOTEL/MOTEL TAX FUND				5,855.45	
Fund 14 COMMUTER PARKING FUND					
Dept 0000 GENERAL					
14-0000-3-730000	RENTAL OF LAND	AMERICAN LEGION POST #329	PARKING LOT LEASE 7/21	550.00	
14-0000-5-706000	MATERIALS AND SUPPLIES	CARDINAL TRACKING INC	TICKET ENVELOPES	723.66	
14-0000-7-713000	MAINTENANCE GROUNDS	ADVANCED CLEANING SYSTEMS,	JANITORIAL SERVICES 5/21	195.00	
14-0000-7-713000	MAINTENANCE GROUNDS	ADVANCED CLEANING SYSTEMS,	JANITORIAL SERVICES 5/21	1,677.00	
14-0000-7-713000	MAINTENANCE GROUNDS	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 6/21	1,092.81	
				<hr/>	
Total For Dept 0000 GENERAL				4,238.47	
				<hr/>	
Total For Fund 14 COMMUTER PARKING FUND				4,238.47	
Fund 20 UTILITY FUND					
Dept 0000 GENERAL					
20-0000-0-401001	SEWER	MCCALMONT, ELIZABETH	UB refund for account: 0209268200-05	49.50	
20-0000-0-401001	WATER	MCCALMONT, ELIZABETH	UB refund for account: 0209268200-05	49.18	
20-0000-0-401001	WATER	PLOTNIK, JOSH	UB refund for account: 0204092900-03	637.58	
20-0000-0-401001	SEWER	PLOTNIK, JOSH	UB refund for account: 0204092900-03	637.48	
20-0000-0-401001	WATER	SARTIN, SHELLY	UB refund for account: 0210298533-01	53.49	
20-0000-0-401001	WATER	STANKOWICZ, DIANA	UB refund for account: 0101021700-01	36.35	
20-0000-0-401001	SEWER	STANKOWICZ, DIANA	UB refund for account: 0101021700-01	28.21	
20-0000-0-401001	SEWER	DAMENTI, MICHAEL	SIGNIFICANT OVERPYMT FOR UB ACCT 020825	548.09	152078
20-0000-0-401001	WATER	DAMENTI, MICHAEL	SIGNIFICANT OVERPYMT FOR UB ACCT 020825	540.91	152078
20-0000-0-661000	1.5" Water Upgrade-exist1" (WCF)	LAZZARETTO CONSTRUCTION	BD Payment Refund	875.00	
20-0000-0-661000	1.5" Water Tap-In Charge (WCF)	LAZZARETTO CONSTRUCTION	BD Payment Refund	540.00	
20-0000-0-662000	1.5" Sewer Upgrade-exist1" (SCF)	LAZZARETTO CONSTRUCTION	BD Payment Refund	875.00	
				<hr/>	
Total For Dept 0000 GENERAL				4,870.79	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 20 UTILITY FUND					
Dept 2020 WATER DEPARTMENT					
20-2020-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL INS	6,934.00	
20-2020-3-728000	TECHNICAL SERVICES	ARROW PLUMBING, INC	REPLACE WATER METER-SHERBORNE CT	150.00	
20-2020-3-728000	TECHNICAL SERVICES	SPRINT / NEXTEL COMMUNICATI	SERVICE 4/24-5/23/21	17.00	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 4/21	145.71	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 4/21	149.92	
20-2020-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY,	SERVICE 4/21	1,222.71	
20-2020-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTYVII	MISC HARDWARE & SUPPLIES	505.24	
20-2020-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	2-TRASH CANS/2-PAINT BRUSHES	31.96	
20-2020-5-706000	MATERIALS AND SUPPLIES	WARREN ELECTRIC, INC	FUSE/BULBS	75.79	
20-2020-7-712000	MAINTENANCE BLDG AND GROUNDS	ADVANCED CLEANING SYSTEMS,	JANITORIAL SERVICES 5/21	679.16	
20-2020-7-712000	MAINTENANCE BLDG AND GROUNDS	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 6/21	144.18	
20-2020-7-715000	MAINTENANCE OTHER EQUIPMENT	ALTERNATE POWER INDUSTRIES	REPAIR GENERATOR - CANTERBURY PUMP GOLF	513.70	
20-2020-7-715000	MAINTENANCE OTHER EQUIPMENT	GRAINGER INC	2-HARNESSES	982.24	
20-2020-7-716000	MAINTENANCE WATER LINE	ACE HARDWARE OF LIBERTYVII	MISC HARDWARE & SUPPLIES	58.98	
20-2020-7-716000	MAINTENANCE WATER LINE	FISCHER BROS FRESH CONCRETE	CONCRETE @ 1501 N MILWAUKEE AVE	677.00	
20-2020-7-716000	MAINTENANCE WATER LINE	FISCHER BROS FRESH CONCRETE	CONCRETE @ DAWES	674.25	
20-2020-7-716000	MAINTENANCE WATER LINE	GRAINGER INC	TOOLS	225.82	
20-2020-7-716000	WINCHESTER RD WEST OF 45 GRADING	TGF ENTERPRISES INC	MAIN BREAK RESTORATION ON WINCHESTER RC	1,615.00	
Total For Dept 2020 WATER DEPARTMENT				14,802.66	
Dept 2021 SEWER DEPARTMENT					
20-2021-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL INS	3,048.00	
20-2021-3-728000	TECHNICAL SERVICES	SPRINT / NEXTEL COMMUNICATI	SERVICE 4/24-5/23/21	17.00	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 4/21	121.56	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 4/21	47.83	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 4/21	55.61	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 4/21	118.10	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 4/21	35.01	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 4/21	37.98	
20-2021-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY,	SERVICE 4/21	133.74	
20-2021-5-752000	UNIFORMS	CUTLER WORKWEAR	UNIFORM-PORTWICH	28.79	
20-2021-7-715000	MAINTENANCE LIFT STATIONS	ALTERNATE POWER INDUSTRIES	REFILL COOLANT & INSTALL HOSE- PETERSON	236.50	
20-2021-7-715000	MAINTENANCE LIFT STATIONS	ALTERNATE POWER INDUSTRIES	BATERY REPLACED/H.S. LIFT STN	100.00	
20-2021-7-715000	MAINTENANCE LIFT STATIONS	ALTERNATE POWER INDUSTRIES	REPLACE WATER PUMP- PETERSON LIFT CASS	500.46	
20-2021-7-715000	MAINTENANCE LIFT STATIONS	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 6/21	31.00	
20-2021-7-715000	MAINTENANCE LIFT STATIONS	VERIZON	PARK AVE CELL SERVICE 4/22/21-5/21/21	50.04	
20-2021-7-716000	MAINTENANCE SEWER LINES	GRAINGER INC	TOOLS	199.76	
Total For Dept 2021 SEWER DEPARTMENT				4,761.38	
Dept 2022 WASTE WATER TREATMENT PLANT					
20-2022-5-706000	MATERIALS AND SUPPLIES	GRAINGER INC	3-DIGITAL THERMOMETER	163.56	
20-2022-5-706000	MATERIALS AND SUPPLIES	SAM'S CLUB DIRECT COMM. CF	PRESCH SUPPLIES/DANCE TEACHER GIFT/CONI	40.00	
20-2022-5-707000	HYPER ION 1997 BULK ORDER	CHEMTRADE CHEMICALS US LLC	HYPER ION 1997 PHOSPHORUS REMOVAL CHEMI	6,978.24	
20-2022-7-712000	MAINT - BUILDING & GROUNDS	ADVANCED CLEANING SYSTEMS,	JANITORIAL SERVICES 5/21	450.00	
20-2022-7-712000	MAINT - BUILDING & GROUNDS	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 6/21	956.31	
20-2022-7-715000	MAINTENANCE OTHER EQUIPMENT	ALTERNATE POWER INDUSTRIES	REPLACE TANK HTR ON GENERATOR-WWTP	165.00	
20-2022-7-715000	10' X 18" ALUMINUM METER STAND	VORTEX TECHNOLOGIES, INC	NEW BRACKETS/ENCLOSURE FOR FLOW METERS	450.00	
20-2022-7-715000	10' X 18" ALUMINUM METER STAND +	VORTEX TECHNOLOGIES, INC	NEW BRACKETS/ENCLOSURE FOR FLOW METERS	425.00	
20-2022-7-715000	EXCESS FLOW SENSOR BRACKET/ MOUN	VORTEX TECHNOLOGIES, INC	NEW BRACKETS/ENCLOSURE FOR FLOW METERS	375.00	
20-2022-7-715000	ALUMINUM BRACKET INFLUENT WETWEL	VORTEX TECHNOLOGIES, INC	NEW BRACKETS/ENCLOSURE FOR FLOW METERS	150.00	
20-2022-7-715000	METER ENCLOSURES EFF AND EXCESS	VORTEX TECHNOLOGIES, INC	NEW BRACKETS/ENCLOSURE FOR FLOW METERS	820.00	
20-2022-7-715000	LABOR FOR INSTALL	VORTEX TECHNOLOGIES, INC	NEW BRACKETS/ENCLOSURE FOR FLOW METERS	2,160.00	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 20 UTILITY FUND					
Dept 2022 WASTE WATER TREATMENT PLANT					
Total For Dept 2022 WASTE WATER TREATMENT PLANT				13,133.11	
Dept 2024 UTILITY-CAPITAL IMPROVEMENT					
20-2024-6-750000	WWTP IMPR	CDW GOVERNMENT, INC	SERVER	4,088.00	
20-2024-6-750000	WWTP IMPR	CONCENTRIC INTEGRATION, LI	SCADA IMPROVEMENTS 2020	4,958.12	
20-2024-6-777000	LIFT STATION IMPROVEMENTS	RHMG ENGINEERS, INC	HIGH SCHOOL LIFT STN NO 9 PROJ	2,507.60	
20-2024-6-781000	RESIDENTIAL LEAD SERVICE REPLACE	HERCHENBACH, JACK	REIMBURSE-LEAD WATER SERV REPLCMT	3,500.00	
20-2024-6-781000	RESIDENTIAL LEAD SERVICE REPLACE	LINDEN, JOHN	LEAD SERVICE REPLACEMENT - 1406 VICTORY	2,225.00	
Total For Dept 2024 UTILITY-CAPITAL IMPROVEMENT				17,278.72	
Total For Fund 20 UTILITY FUND				54,846.66	
Fund 21 STORMWATER SEWER FUND					
Dept 2121 STORMWATER SEWER					
21-2121-6-790000	CAPITAL OUTLAY	EARTHWERKS	CHARLES BROWN RESERVOIR - CONSTRUCTION	18,750.00	
21-2121-7-718000	MAINTENANCE STORM SEWERS	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 6/21	1,867.24	
Total For Dept 2121 STORMWATER SEWER				20,617.24	
Total For Fund 21 STORMWATER SEWER FUND				20,617.24	
Fund 30 VEHICLE MAINT/REPL SERVICE FD					
Dept 0000 GENERAL					
30-0000-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL INS	6,972.00	
30-0000-3-788000	POLICE CONTRACTUAL REPAIRS	LIBERTYVILLE LINCOLN SALES	FRONT WHEEL ALIGNMENT	79.95	
30-0000-5-706000	SHOP SUPPLIES	ZEP SALES & SERVICE	DEGREASER AND GLASS CLEANER	223.11	
30-0000-5-707000	TOOLS	MIKE FREUND, INC	DRILL BIT	14.26	
30-0000-5-707000	TOOLS	MIKE FREUND, INC	CENTER PUNCH	57.16	
30-0000-5-711000	GASOLINE & OIL	RUSSO POWER EQUIPMENT	AIR & FUEL FILTERS	293.87	
30-0000-5-714000	VEHICLE PARTS	BATTERIES PLUS LLC	5-12V LEAD BATTERY	79.75	
30-0000-5-714000	VEHICLE PARTS	CIT GROUP, INC	PLUGS	25.44	
30-0000-5-714000	VEHICLE PARTS	LIBERTYVILLE LINCOLN SALES	SIDE MIRROR	69.28	
30-0000-5-714000	VEHICLE PARTS	LIBERTYVILLE LINCOLN SALES	EMBLEM- 2014 EXPLORER	10.52	
30-0000-5-714000	VEHICLE PARTS	LIBERTYVILLE LINCOLN SALES	SWITCH FOR WINDOW-2020 EXPLORER	26.91	
30-0000-5-714000	VEHICLE PARTS	TERMINAL SUPPLY CO	LED LIGHT STRIP & PLUG CONNECTORS	125.47	
30-0000-5-789000	ACCIDENT DAMAGE EXPENSE	HAVEY COMMUNICATIONS INC	SIREN SPEAKER W/BRACKET KIT 2017 EXPLOF	189.00	
30-0000-6-782000	VEHICLE REPLACEMENT COSTS	NORTH AMERICAN SAFETY INC	POLICE SQUAD SAFETY ITEMS	552.13	
30-0000-6-790000	A/C UNIT	GRAINGER INC	A/C UNIT	1,374.38	
Total For Dept 0000 GENERAL				10,093.23	
Total For Fund 30 VEHICLE MAINT/REPL SERVICE FD				10,093.23	
Fund 31 TECHNOLOGY EQUIP/REPL SER FD					
Dept 0000 GENERAL					
31-0000-3-728000	CONSULTING SERVICES	MGP, INC	GISC STAFFING SERVICES	10,418.92	
31-0000-4-711000	WIRELESS SERVICE	VERIZON	SERVICE 4/20-5/19/21	3,214.61	
31-0000-4-719000	INTERNET ACCESS	COMCAST	SERVICE 5/15/21-6/14/21	4,703.18	
31-0000-4-719000	INTERNET ACCESS	COMCAST	YRLY SERVICE 5/24/21-6/23/22	2,818.20	
31-0000-4-719000	INTERNET ACCESS	COMCAST	YRLY SERVICE 5/25/21-6/24/22	1,258.20	
31-0000-5-729000	SOFTWARE,LICENSING, UPDATES	COMMEG SYSTEMS, INC	BALANCE-TIMEPRO WEB SOFTWARE	4,295.00	
31-0000-5-730000	WEB PAGE SERVICES	CIVICPLUS, INC	ANNUAL FEE AND HOSTING SETUP	393.91	
31-0000-5-799000	MISCELLANEOUS	CDW GOVERNMENT, INC	CABLES/HEADSET/HDMI	221.30	
Total For Dept 0000 GENERAL				27,323.32	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 31 TECHNOLOGY EQUIP/REPL SER FD		Total For Fund 31 TECHNOLOGY EQUIP/REPL SER FD		27,323.32	
Fund 40 PROJECT FUND					
Dept 0000 GENERAL					
40-0000-0-768000	STREETSCAPE IMPROVEMENTS	RHMG ENGINEERS, INC	ENG SERV/ST MARY'S RD QUIET ZONE	2,480.00	
40-0000-0-773000	PAVEMENT PATCHING LEGAL NOTICE	PADDOCK PUBLICATIONS, INC	PAVEMENT BID	41.40	
40-0000-0-775000	ALUM DEC POLE, AND SUPPLIES	HAPCO	ALUM DEC POLES	46,200.00	
		Total For Dept 0000 GENERAL		48,721.40	
		Total For Fund 40 PROJECT FUND		48,721.40	
Fund 45 PARK IMPROVEMENT FUND					
Dept 0000 GENERAL					
45-0000-0-782000	PARK IMPROVEMENT COSTS	CLARKE AQUATIC SERVICES IN	BUTLER LAGOON BACTERIA APPLICATION #1	563.60	
		Total For Dept 0000 GENERAL		563.60	
		Total For Fund 45 PARK IMPROVEMENT FUND		563.60	
Fund 46 PUBLIC BUILDING IMPROVEMENT FD					
Dept 0000 GENERAL					
46-0000-0-790000	VILLAGE HALL	IN & OUT PAINTING	DRYWALL/PAINTING WK-RIVERSIDE POOL	3,400.00	
46-0000-0-790000	VILLAGE HALL	MENARDS INC	COUNTERTOP-RIVERSIDE	24.82	
46-0000-0-790000	VILLAGE HALL	MENARDS INC	COUNTERTOP-RIVERSIDE	107.99	
46-0000-0-790000	VILLAGE HALL	MENARDS INC	BUILD OUT OFFICE-RIVERSIDE O	116.41	
		Total For Dept 0000 GENERAL		3,649.22	
		Total For Fund 46 PUBLIC BUILDING IMPROVEMENT FD		3,649.22	
Fund 60 LIBERTYVILLE SPORTS COMP FUND					
Dept 6001 LSC-INDOOR SPORTS CENTER					
60-6001-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 4/21	25.11	
60-6001-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY,	SERVICE 4/21	5,026.49	
60-6001-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 4/21	77.77	
60-6001-4-719000	INTERNET ACCESS	COMCAST	SERVICE 5/15/21-6/14/21	569.94	
60-6001-7-712000	LSC REPAIRS FOR CANLAN	CAHILL HEATING & A/C	LSC REPAIRS	6,480.00	
60-6001-7-712000	MAINTENANCE BUILDING	CAHILL HEATING & A/C	LSC REPAIRS	2,256.00	
60-6001-7-712000	MAINTENANCE BUILDING	FILTER SERVICES INC	12-FILTERS	70.56	
60-6001-7-712000	MAINTENANCE BUILDING	LAKE COUNTY GLASS DESIGNS,	REPAIR PRESCH RM ENTRANCE DOOR	768.00	
60-6001-7-712000	BATHROOM REPAIRS FOR LSC	MKC PLUMBING INC	BATHROOM REPAIRS FOR LSC	1,444.85	
60-6001-7-712000	MAINTENANCE BUILDING	TOTAL ELEVATOR SERVICE	9-ELEVATOR MAINT 5/21	172.55	
60-6001-7-714000	MAINTENANCE GROUNDS	BUHRMAN DESIGN GROUP INC	SPRING CLEAN UP MAINT-LSC	2,160.00	
60-6001-7-714000	MAINTENANCE GROUNDS	LAKE COUNTY GLASS DESIGNS,	REINSTALL BOARD UP-DRIVING RANGE	260.00	
		Total For Dept 6001 LSC-INDOOR SPORTS CENTER		19,311.27	
		Total For Fund 60 LIBERTYVILLE SPORTS COMP FUND		19,311.27	

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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	202,301.86
Fund 02	CONCORD SPECIAL	702.89
Fund 05	FOREIGN FIRE INS	638.52
Fund 06	TIM/CREEK SPECI	650.29
Fund 08	GENERAL BOND & I	475.00
Fund 09	TAX INCREMENT F	455,395.15
Fund 13	HOTEL/MOTEL TAX	5,855.45
Fund 14	COMMUTER PARKING	4,238.47
Fund 20	UTILITY FUND	54,846.66
Fund 21	STORMWATER SEWEE	20,617.24
Fund 30	VEHICLE MAINT/RI	10,093.23
Fund 31	TECHNOLOGY EQUIP	27,323.32
Fund 40	PROJECT FUND	48,721.40
Fund 45	PARK IMPROVEMENT	563.60
Fund 46	PUBLIC BUILDING	3,649.22
Fund 60	LIBERTYVILLE SP	19,311.27

Total For All Funds:	855,383.57
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VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: June 8, 2021

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

Staff Recommendation: Approve Ordinance

Staff Contact: Kelly A. Amidei, Village Administrator

Background: Attached is an Ordinance reducing the number of Class C Liquor Licenses by one, from ten to nine. Chipotle Mexican Restaurant did not renew their liquor license and therefore the number of Class C liquor license will be reduced by one, from ten to nine.

VILLAGE OF LIBERTYVILLE

ORDINANCE 21-O-

AN ORDINANCE AMENDING SECTION 4-46
OF THE LIBERTYVILLE, ILLINOIS MUNICIPAL CODE
REGARDING CLASS C LIQUOR LICENSES

Adopted by the
President and Board of Trustees
of
the Village of Libertyville
Lake County, Illinois
This 8th day of June, 2021.

Published in pamphlet form by
Direction and authority of the
Village of Libertyville
Lake County, Illinois
This 9th day of June, 2021.

ORDINANCE NO. 21-O-

AN ORDINANCE AMENDING SECTION 4-46
OF THE LIBERTYVILLE, ILLINOIS MUNICIPAL CODE
REGARDING CLASS C LIQUOR LICENSES

WHEREAS, Article 2 of Chapter 4 of the Libertyville, Illinois Municipal Code (*“Village Code”*), sets forth rules and regulations for the licensing of, and sale of alcoholic liquor by, alcoholic liquor retailers in the Village; and

WHEREAS, pursuant to Section 4-46(b) of the Village Code, not more than ten Class C liquor licenses may be issued by the Village at any one time; and

WHEREAS, the Village President and Board of Trustees desire to amend the Village Code to permit the issuance by the Village of not more than 9 Class C liquor licenses at any one time; 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 amend the Village Code pursuant to 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 foregoing recitals are hereby incorporated and fully set forth as findings of the Village of Libertyville President and Board of Trustees.

SECTION 2: Limitation of Number of Liquor Licenses. Section 4-46, titled, “Limitation of number,” of Article II, titled “In Retailers,” of Chapter 4, titled “Alcoholic Liquor,” of the Village Code is hereby amended further to read as follows:

“Section 4-46. - Limitation of Number.

* * *

{00118687.1} Additions are bold and double-underlined; ~~deletions are struck through.~~

(b) The number of authorized liquor licenses under each class specified in section 4-45 is as follows:

*	*
Class C	10 <u><u>9</u></u>
*	*

* * *

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.

PASSED this 8th day of June, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this 9th day of June, 2021.

Donna Johnson, Village President

ATTEST:

Luke Stowe, Village Clerk

{00118687.1}

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



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: June 8, 2021

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

Staff Recommendation: Approve Ordinance

Staff Contact: Kelly A. Amidei, Village Administrator

Background: Attached is an Ordinance reducing the number of Class D Liquor Licenses by one, from three to two. Clucker's Charcoal Chicken did not renew their Class D Liquor License, which reduced the number of Class D liquor licenses by one, from three to two.

VILLAGE OF LIBERTYVILLE

ORDINANCE 21-O-

AN ORDINANCE AMENDING SECTION 4-46
OF THE LIBERTYVILLE, ILLINOIS MUNICIPAL CODE
REGARDING CLASS D LIQUOR LICENSES

Adopted by the
President and Board of Trustees
of
the Village of Libertyville
Lake County, Illinois
This 8th day of June, 2021.

Published in pamphlet form by
Direction and authority of the
Village of Libertyville
Lake County, Illinois
This 9th day of June, 2021.

ORDINANCE NO. 21-O-

AN ORDINANCE AMENDING SECTION 4-46
OF THE LIBERTYVILLE, ILLINOIS MUNICIPAL CODE
REGARDING CLASS D LIQUOR LICENSES

WHEREAS, Article 2 of Chapter 4 of the Libertyville, Illinois Municipal Code (“*Village Code*”), sets forth rules and regulations for the licensing of, and sale of alcoholic liquor by, alcoholic liquor retailers in the Village; and

WHEREAS, pursuant to Section 4-46(b) of the Village Code, not more than 3 Class D liquor licenses may be issued by the Village at any one time; and

WHEREAS, the Village President and Board of Trustees desire to amend the Village Code to permit the issuance by the Village of not more than 2 Class D liquor licenses at any one time; 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 amend the Village Code pursuant to 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 foregoing recitals are hereby incorporated and fully set forth as findings of the Village of Libertyville President and Board of Trustees.

SECTION 2: Limitation of Number of Liquor Licenses. Section 4-46, titled, “Limitation of number,” of Article II, titled “In Retailers,” of Chapter 4, titled “Alcoholic Liquor,” of the Village Code is hereby amended further to read as follows:

“Section 4-46. - Limitation of Number.

* * *

{00118687.1}

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

(b) The number of authorized liquor licenses under each class specified in section 4-45 is as follows:

*	*
Class D	3 2
*	*

* * *

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.

PASSED this 8th day of June, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this 9th day of June, 2021.

Donna Johnson, Village President

ATTEST:

Luke Stowe, Village Clerk

{00118687.1}

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



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: June 8, 2021

Agenda Item: Consideration of an Ordinance Amending the Number of Class BYO-2 Liquor Licenses

Staff Recommendation: Approve Ordinance

Staff Contact: Kelly Amidei, Village Administrator

Background: The Village has received an application for a BYO-2 Liquor License from Oh Olive located at 606 N. Milwaukee Avenue. The application has been reviewed by the Mayor/Liquor Commissioner and Village Staff.

Attached is an Ordinance which would amend the Municipal Code to increase the number of Class BYO-2 Liquor Licenses from one (1) to two (2) and allow the issuance of the liquor license to Oh Olive.

VILLAGE OF LIBERTYVILLE
ORDINANCE NO. 21-O-

AN ORDINANCE AMENDING THE MUNICIPAL CODE
RELATING TO LIQUOR LICENSES

Adopted by the
President and Board of Trustees
of
The Village of Libertyville
this 8th day of June, 2021.

Published in pamphlet form by
direction and authority of the
Village of Libertyville
Lake County, Illinois
this 9th day of June, 2021.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 21-O-

**AN ORDINANCE AMENDING THE LIBERTYVILLE MUNICIPAL CODE
RELATING TO LIQUOR LICENSES**

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, Oh Olive Libertyville has made full application to the Village; and

WHEREAS, the Liquor Commissioner has recommended that the Village Board increase the number of Class BYO-2 liquor licenses by one, from one (1) to two (2) and issue a Class BYO-2 liquor license to Oh Olive Libertyville; 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 increase the number of Class BYO-2 liquor licenses for a total of two.

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: 1) increase the number of

authorized Class BYO-2 Liquor Licenses by one, from one (1) to two (2), which will allow the Liquor Commissioner to issue a liquor license to Oh Olive Libertyville.

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 8th day of June, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this 9th day of June, 2021.

Donna Johnson, Village President

ATTEST:

Luke Stowe, Village Clerk



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: June 8, 2021

Agenda Item: Consideration of a Resolution to Approve a Professional Services Agreement with Dixon Engineering, Inc. for the Centrum Reservoir Rehabilitation Project

Staff Recommendation: Approve Resolution

Staff Contact: Paul Kendzior

Background: The Centrum Reservoir is a 1.5-million-gallon concrete above ground water tank that was built in 1992 when the Village connected to the Central Lake County Joint Action Water Agency (CLCJAWA) Lake Michigan water supply system. The reservoir water is used for emergency fire suppression and as backup supply in the event of an interruption of service from CLCJAWA. A maintenance inspection is performed every five years on this very important water distribution system asset. The most recent inspection was completed last year and identified several major items of concern which need to be addressed. These items include applying an exterior overcoat to the structure, wet interior piping repainting, wet interior rebar coating, exterior spalling repair and exterior roof crack repairs.

Staff contacted Dixon Engineering, Inc., who specializes in this type of work and has performed successful projects for the Village in the past, for a proposal for engineering services to prepare contractor bidding documents to complete the necessary repairs. Dixon Engineering, Inc. provided a proposal in the not-to-exceed amount of \$35,000 to provide project specifications, bidding assistance, construction oversight and warranty inspection. The Fiscal Year Annual 2021/22 Budget (Account 20-2024-6-795) provides \$150,000 to complete this project, which also includes the construction for the repairs.

Staff recommends adoption of the attached resolution to approve the Professional Services Agreement with Dixon Engineering, Inc. for the Centrum Reservoir Rehabilitation Project in the not-to-exceed amount of \$35,000 and authorize the execution of the agreement by the Village Administrator.

RESOLUTION NO. 21-R-_____

**A RESOLUTION TO AWARD A PROFESSIONAL SERVICES AGREEMENT TO
DIXON ENGINEERING, INC. FOR THE CENTRUM RESERVOIR REHABILITATION
PROJECT**

WHEREAS, the Centrum 1.5 Million Gallon Reservoir is 29 years old and an inspection has determined the need for major rehabilitation; and

WHEREAS, Dixon Engineering, Inc. is qualified to complete the consulting engineering services for the Centrum Reservoir Rehabilitation Project; and

WHEREAS, Dixon Engineering, Inc. has satisfactorily completed similar consulting engineering services for the Village over the past years, and

WHEREAS, Dixon Engineering, Inc. submitted a proposal in the not-to-exceed amount of \$35,000; and

WHEREAS, there are sufficient funds (\$150,000) in the Fiscal Year Annual Budget 2021/22 (Account 20-2024-6-795) to complete this project; and

WHEREAS, Village staff recommends approval of awarding a professional services agreement to Dixon Engineering, Inc. to complete the consulting engineering services for the Centrum Reservoir Rehabilitation Project in the not-to-exceed amount of \$35,000.

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

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

Section 2. The Village of Libertyville Board of Trustees approves the professional services agreement with Dixon Engineering, Inc. to perform the consulting engineering services for the Centrum Reservoir Rehabilitation Project in the not to exceed amount of \$35,000.

Section 3. The Village of Libertyville Board of Trustees authorizes the Village Administrator to execute the professional services agreement with Dixon Engineering, Inc. to perform the consulting engineering services for the Centrum Reservoir Rehabilitation Project.

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

Capital Plan

Data in Year 2022

Village of Libertyville, Illinois

Project # PW-WATER-017
Project Name Repairs at Centrum Reservoir



Type Maintenance
Useful Life 25 years
Category Water Distribution
Project Scope New Project
Department Public Works Department
Contact Public Works Director
Priority 2 Important

Description **Total Project Cost: \$150,000**

A maintenance inspection of the reservoir/pumping station was completed by Dixon Engineering in 2020. The inspection identified several key repairs, which include: applying an exterior overcoat to the structure, painting interior piping, exterior spalling repair and interior rebar coating.

Justification

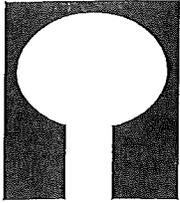
Proper upkeep of the reservoir/pump station is imperative to ensure its performance as the sole CLCJAWA connection and ground storage for the high pressure zone.

Expenditures	2022	2023	2024	2025	2026	Total
Construction/Maintenance	150,000					150,000
Total	150,000					150,000

Funding Sources	2022	2023	2024	2025	2026	Total
Utility Fund	150,000					150,000
Total	150,000					150,000

Budget Impact/Other

No material additional cost or savings to operating budget.



DIXON

ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY

4811 S. 76th St., Suite 109
Greenfield, WI 53220
Telephone: (414) 529-1859
Fax: (414) 282-7830

AGREEMENT BETWEEN OWNER AND DIXON FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of: _____ (“Effective date”) between Village of Libertyville, Illinois (“Owner”) and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the (“Owner”) and (“DIXON”) have executed this Agreement. The Owners Project, of which DIXON’s Services under this Agreement are a part, is generally identified as follows: Technical Specifications, Contract Documents, Project Administration, Bid Opening, Preconstruction Meeting, Weld Observation, Wet Interior, Exterior, and Piping Coating Observation, and One (1) Year ROV and Float Warranty on the 1,500,000 Concrete Reservoir (Centrum) (“Project”).

~~Other terms used in this Agreement are defined in EXHIBIT GP and EICDC C-700.18@, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.~~

This service fee is the Estimated Amount \$35,000.

Proposals / Agreement Signatures

Kayla Mulcahy, Project Manager _____ December 28, 2020
PROPOSED by DIXON (Not a contract until approved by Project Manager or Officer) PROPOSAL DATE

CONTRACT APPROVED BY OWNER POSITION DATE

Co SIGNATURE (if required) POSITION DATE

AGREEMENT APPROVED by DIXON POSITION DATE

With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON’s and Owner’s representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: Martin Wittrock
Address for Owner’s receipt of notices:
Village of Libertyville
600 North Ave.
Libertyville, IL 60048
Email: mwittrock@libertyville.com

Designated Person: Kayla Mulcahy
Address for DIXON’s receipt of notices:
Dixon Engineering, Inc.
1148 S. 76th St., Suite 109
Greenfield, WI 60048
Email: kayla.mulcahy@dixonengineering.net

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices be shall effective upon the date of receipt.

~~DIXON'S SERVICES AND OWNER'S RESPONSIBILITIES~~

~~Article 1 and 2 of the Agreement is supplemented to include the following agreement of the parties: DIXON shall provide Contract and Project Management (BASIC) Services, and Resident Project Representative (RPR).~~

~~DIXON has combined the six construction project phases into four phases: Design or Technical Specification Phase, Contract Document and Bidding Phase, Construction Phase, and Post Construction Phase. We then included DIXON's Basic Services, RPR Services, and Owner's responsibilities for each respective phase.~~

PART 1

A1.01 Design Phase – Technical Specifications:

A. Basic Services:

1. In preparing the Technical Specifications, use Design, Bid, Build Project Strategy.
2. DIXON shall prepare Technical Specifications and Drawings to include:
 - a. Additions to General Conditions of Construction Contract relevant to coating projects.
 - b. Specifications and Drawings for Health, Safety and Structural Repairs if any.
 - c. Specifications for Coating Repair or Replacement.
3. Advise Owner of additional reports, data, information, or services which may be necessary, and assist Owner in obtaining such materials.
4. Furnish two review copies of the Design Phase documents, to Owner, and review those documents with Owner.
5. After receipt, Owner shall review the Design Phase documents and submit to DIXON any comments regarding the furnished items within two weeks of receipt or as mutually agreed.
6. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
7. In response to Owner's comments, as appropriate, make revisions and furnish to Owner one electronic copy of the revised Design Phase documents.
8. DIXON's services under the Design Phase will be considered complete on the date when DIXON has delivered to Owner the revised Technical Specifications.

B. Design Phase – RPR Services–None

C. Design Phase – Owner's Responsibility:

1. Provide DIXON with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints and upon DIXON's request, obtain, and furnish, such additional Project-related information and data as is reasonably required to enable DIXON to complete its Services.
2. Give instructions to DIXON regarding Owner's procurement of construction services including instructions regarding Notice of Bids, Information for Bidders, Owner's construction contract practices and requirements, insurance and bonding requirements, requirements for electronic transmittals during construction, other information necessary for the finalization of Owner's bidding-related documents, and Construction Contract Documents.
3. Owner shall be responsible for all requirements and instructions that it furnishes to DIXON pursuant to this Agreement. DIXON may use and rely upon such requirements, materials, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

A1.02 Bidding and Contract Document Phase:

A. Basic Services:

1. Provide technical criteria and file applications for permits for approvals of governmental authorities having jurisdiction to review or approve the design; and revise the Technical Specifications in response, as appropriate.

2. Include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, in electronic media or digital format. Any such protocols shall be applicable to transmittals between and among Owner, DIXON, and Contractor during the Construction Phase and Post-Construction Phase.
 3. Prepare and submit to Owner for compliance with local state and municipal requirements:
 - a. Section 00 00 30 Notice to Bidders.
 - b. Section 00 00 40 Project Summary.
 - c. Section 00 02 00 Instructions to Bidders.
 - d. Section 00 07 00 General Conditions as modified by DIXON. EJCDC C-700-18. If Owner elects to use their own documents, then supply Additions to General Conditions.
 - e. Section 00 08 00 Supplemental Conditions to include insurance requirements furnished by Owner.
 - f. Section 00 04 10 Bid/Agreement Form as modified by DIXON.
 - g. Section 00 43 73 Schedule of Values Form.
 4. Furnish for review by Owner, its legal counsel, insurance and other advisors, the draft bidding-related Bid Documents and review them with Owner. Owner shall submit to DIXON any comments regarding the furnished items, and any instructions for revisions.
 5. Revise the final Bid Documents and Specifications in accordance with comments and instructions from the Owner, as appropriate, and submit one electronic copy of revised documents to Owner.
 6. Direct mail advertisements to Contractors who have been prequalified, as capable and responsive by DIXON.
 7. Issue assembled Bid Documents to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, and receive and process contractor charges for the issued documents. Document Fees: charges will be retained as a printing, handling, and/or shipping fee.
 8. Send Bid Documents to selected Builders Exchanges and Dodge Reports.
 9. Address all written submitted questions, by letter or clarifying Addendum as appropriate to all Bidders and Agencies (Builders Exchange and Dodge Reports) identified as having received original documents from DIXON.
 10. Attend and document bid opening, create bid tabs and notify bidders of results after authorization of Owner.
 11. Review the bids submitted to the Owner and recommend award in writing based on lowest responsible and responsive bidder.
 12. If Owner agrees, issue Notice of Award to recommended Bidder.
 13. Review bonds and insurance submitted by selected Contractor solely as to compliance with insurance amounts and that bonds are of the format required. Insurance and Bonds are forwarded to Owner for full review by their Insurance Consultant.
 14. Furnish Owner and Contractor the Contract Documents for signatures and distribution. (One signed copy to Owner, one to Contractor and one to DIXON).
 15. Furnish Owner with completed Notice to Proceed to sign and forward to the Contractor.
 16. The Bidding and Contract Documents Phase will be considered complete upon issuance of Notice to Proceed.
- B. Bidding and Contract Document Phase-RPR Services-None.
- C. Bidding and Contract Documents Phase-Owner Responsibilities
1. Use, unaltered, the Contract Documents provided by DIXON when entering into an agreement with the Contractor. DIXON will not unreasonably withhold a request to alter the document. If Owner elects to use their own General Conditions, then they shall include DIXON's Additions to General Conditions, unaltered unless both parties agree to alteration.
 2. Place and pay for advertisement for Bids as required by local ordinances in appropriate publications, method of advertising is to be determined by the Owner.
 3. Attend and participate in the pre-bid conference if any.

- Provide a place for the bid opening and open the Bids received.
4. Review Payment and Performance Bonds, and insurance certificates of selected Contractor. These should be reviewed by the Owner's insurance consultant and attorney for legality and compliance with required indemnification, subrogation, amounts and all other insurance matters.
 5. Sign and forward to the Contractor the Notice to Award and Notice to Proceed. These Notices will be supplied to Owner by DIXON.

A1.03 Construction Phase:

A. Basic Services:

1. DIXON will consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of DIXON shall be as assigned in EJCDC C-700-18 Standard General Conditions of the Construction Contract.
2. All of Owner's instructions to Contractor will be issued through DIXON, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
3. Engineer or RPR has authority to Stop Work if Engineer or RPR questions the quality of Work or rejects the Work, or if there (in the sole opinion of Engineer or RPR) a potential for creating an environmental contamination.
4. Finalize Project to observe all items in the contract specifications have been completed and review the quality of workmanship.
5. Duration of Construction Phase: The Construction Phase will terminate upon written recommendation by DIXON for final payment to Contractors.

B. RPR Services for Maintenance of Existing Structures

1. Perform services expected of DIXON RPR and as detailed in the EJCDC Construction Contract General Conditions, GC-700-18.
2. Attend a Preconstruction Meeting, and address questions regarding observation services and coordination of field observations.
3. Hold Point General:
 - a. Hold Point is a stage of the Construction Project where the Contractor stops Work. Work commences again after the Work is observed and reviewed for compliance.
4. Hold Point Weld/Modifications- Observe, Record, Report, and:
 - a. Observe repair, and or the installation of work for specifications compliance. All weld repairs will be visually observed for surface defects (i.e. undercut, negative reinforcement, non-fusion, etc.).
5. Hold Point Coating Wet Interior - Observe, Record, Report, and:
 - a. Prime coat prior to application of the next coat.
 - b. Intermediate coat prior to application of the topcoat.
 - c. Topcoat for compliance with specifications.
6. Hold Point Coating Exterior - Observe, Record, Report, and:
 - a. LPWC for thoroughness and compliance with specifications and verify test area meets or exceeds minimum specified standard for spot tool cleaning (SP-11) or abrasive blast cleaning.
 - b. Prime coat prior to application of the intermediate coat.
 - c. Intermediate coat prior to application of the topcoat.
 - d. Topcoat for compliance with specifications.
 - e. Inspect crack routing and filling.
7. Hold Point Coating Piping- Observe, Record, Report, and:
 - a. Abrasive blast cleaning prior to application of the prime coat.
 - b. Prime coat prior to application of the stripe or topcoat.
 - c. Topcoat for compliance with specifications.

8. Hold Point Project Finalization:
 - a. Review all repairs not installed until after coating.
 - b. Examine entire project for damage that occurred during construction or post construction from rigging and de-rigging or other causes.
 - c. Observe site for restoration to pre-project conditions.
 - d. Formulate a punch list of items to complete.
 - e. Create a second punch list if needed before finalization.
 - f. Finalize the project to assure all items in the contract specifications have been completed, and the quality of workmanship meets contract requirements.
- C. Construction Phase - Owner's Responsibilities:
 1. Inform DIXON in writing of any specific requirements of safety or security programs that are applicable to DIXON, as a visitor to the Site.
 2. Attend and participate in the Preconstruction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
 3. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of DIXON in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on DIXON, then Owner shall compensate DIXON for any related increases in the cost to provide Construction Phase services.

A1.04 Post Construction Phase:

- A. Basic Services:
 1. One Year Warranty Observation – ROV
 - a. Review all wet surfaces for corrosion and/or damage, qualify and quantify damage for repairs. All coating repairs needed are to be quantified by extrapolation of a measured area and compared with warranty requirements.
 - b. Review all repairs completed during Construction Phase.
 - c. Review all health aspects of the tank, including screening of the vent, overflow pipe, and other possible contamination sources.
 - d. Prepare a report documenting all items found that meet or fail to meet warranty requirements and recommendations for repair. The report will be letter format.3
 2. Warranty Failure - When observation has determined that warranty requirements were not met then DIXON will:
 - a. Together with Owner, visit the Project to observe any apparent defects in the Work if requested, make recommendations as to replacement or correction of defective Work, or the need to repair any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 - b. If warranty repair is required provide letter as notice of rejection to Owner so that they may forward to Bonding Company. Notice of rejection may be all inclusive or limited to specific area.
 - c. Provide RPR services during any required correction of any work not meeting requirements of one-year warranty observation.
 - d. Extend contract an additional year and repeat warranty services if repairs warrant a second repair period.
 3. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this EXHIBIT A, will terminate thirteen months after the commencement of the Construction Contract's correction period.
- B. Post Construction Phase – RPR Services
 1. Detailed above if repairs are needed.
- C. Post Construction Phase - Owner's Responsibilities:
 1. Warranty Observation - ROV Observation:

- a. Fill the tank to overflow or higher capacity and isolate it from the system during the ROV observation, or as a minimum, maintain positive flow (No water withdrawal from tank).
- b. Perform chlorine residual and bacteriological testing after completion of observation.

A2.01 ADDITIONAL SERVICES

- A. Any service not listed or referenced above in Part 1 will be considered an Additional Service.
 1. All additional requested services and associated fees shall be documented by an Exhibit K, Contract Amendment signed by both parties.

BASIS OF FEES, INVOICING AND PAYMENT

General Provisions of Article 4 of the Agreement has been moved to this EXHIBIT C:

Part 1 BASIS OF FEES

C1.00 Owner's Responsibility:

- A. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR), and Additional Services as detailed below and as summarized in Attachment 1 to EXHIBIT C. (Exhibit C-1).

C1.01 Basis:

- A. Hourly rates of DIXON's employee are per classification in the Standard Hourly Rate and Reimbursable Expense Schedule included in this Exhibit C as Exhibit C Attachment 2. (Ex C-2) A classification that has a range of fees, reflects varying levels of experience within that classification. DIXON reserves the right to select the level of RPR and classification. This decision is at DIXON's discretion only and will be dependent primarily on experience with Owner selected Contractor as well as other factors.
 - 1. Reimbursable expenses are those expenses directly related to and resulting from this Project. These expenses are primarily living expenses and mileage.

C1.02 Methods of Rate Calculation and Definitions including Limitations:

- A. Standard Hourly Rate (SHR) Method: An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
 - 1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor or unforeseen project expenses. (Phase 3 Construction, Basic, and RPR services, and for Additional Services during all phases. Overtime rates apply on weekends, holiday, and over 40 hours per week. When accounting for the 40 hours it applies over 40 hours worked between Monday and Friday, weekend rates are already at Overtime rate. Holiday pay also does not contribute toward the accounting for 40 hours.)
 - 2. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
 - 3. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
 - a. The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
 - b. The estimator then calculates Reimbursable Expenses based on the same criteria.
 - c. Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services. The Lump Sum Method fee charged by DIXON constitute full and completed compensation for DIXON's services including labor costs, overhead, and profit, and reimbursable expenses.
- C. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.
 - 1. DIXON may use a Lump Sum for the entire project.

- D. Unit Price (UP) Method: Can be considered individual Lump Sum amounts. Reimbursable expenses are calculated and included in Unit Price methods.
 - 1. The Unit Price Method is used when DIXON completes Hold Point Observations, Project Progress or Preconstruction Meetings, known, controlled portions of the Contract and unknown Post Construction (Additional Services).
 - 2. Exhibit J Amendment: If Amendment changes Scope of Services then Additional Services may be negotiated Lump Sum or Standard Hourly Rate Method.
 - 2. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
 - 3. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.
- E. Not every Method of Rate Calculation may be used in this or any Contract, but every contract may be amended by using Exhibit K. If additional Work proposed in Exhibit K involves a different Method of Rate Calculation, it will be clearly defined herein.

C1.03 Definitions including Limitations:

- A. Basic Services to be performed are identified as Basic Services in Exhibit A, or by reference, in the General Conditions (GC-700-18) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the SHR method. These services are contracted services and thus are prior authorized.
- B. RPR Services contractually agreed services per Exhibit A or by reference, in the General Conditions (GC-700-18) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often a Contract for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.
- C. Contingent Services some services are Basic to every contract such as Preconstruction Meeting and review of Final Pay Request. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed, and thus Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized.
- D. Additional Services are services outside of the Scope of Services as defined in Exhibit A. These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum to Agreement is required. The calculation of fees is Work dependent and may be calculated by the SHR method, or Lump Sum or Unit Price.
- E. Antenna Services are defined in Ex B and authorized by Exhibit K – Antenna Addendum. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services (by addendum) and thus are prior authorized.

C1.04 Fees:

- A. Contracted Fees are detailed in this Exhibit C Attachment 1.
- B. Contingency Allowance Fees if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases as needed. Transfer does not require prior authorization. It is intended that any fees in this Contingency be used when other accounts are exhausted or minor Additional Services are required. Contingency fees unused will not be invoiced. Basic and/or RPR Fees may be increased to accomplish the same benefits of a Contingency Allowance.

- C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Contract, is a Contractually agreed remedy for small violations or nonadherence of the Contract terms which result in extra or unnecessary expenses to the Owner. The cost for these unnecessary expenses are not foreseen and cannot be calculated. They are the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Owner. These services generally do not require prior approval of Owner, because they are required in the administration of the Contract. Set-off fees are invoiced to the Owner, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.
1. A few examples of Set-off Fees are when the Owner has incurred extra charges or engineering costs related to:
 - a. Excessive submittal review,
 - b. Excessive evaluations of proposed substitutes,
 - c. Tests and inspections, or return Hold Point Observations to complete Field Work that were determined to be a failed inspection and,
 - d. Work is defective, require correction or replacement including additional inspection costs.
 2. Set-off is only used during the Construction and Post Construction Phases where additional Observation or engineering services are required to correct failed Work.

C1.05 Estimated Fee:

- A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
 1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Owner notice thereof, allowing Owner to consider its options, including suspension or termination of DIXON's services for Owner's Convenience. Upon notice, Owner and DIXON promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate DIXON's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Owner and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
 3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum requirements of these paragraphs are not negotiable. An RPR is a professional, and if he remains on Site, he is guaranteed the minimum number of hours. Negotiations may Full Time or Daily RPR to Hold Point Observation Services or reduce the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:

- A. Attached to this EXHIBIT C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
- B. Annual Cost Adjustment – January 1 each year.
 1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of the first January 1 date past expiration date printed on Attachment C-2 to reflect equitable

changes in the compensation payable to DIXON. Proposals sent after August 1st will have Attachment C-2 with effective rates through December 31 of the subsequent year.

2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate by the same percentage increase as Standard Hourly Rates.
3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right for implementing rate increases.

PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:

- A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this EXHIBIT C and Attachments C-1 and C-2. DIXON will submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. Small monthly invoices may be held by DIXON only, for a month or more and combined.
- B. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
- C. Failure to Pay: If Owner fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
 1. Amounts due DIXON will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30th day.
- D. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

PART 3 SELECTION OF RPR SERVICES

C3.01 Hold Point Observations:

- A. The RPR travels to site complete the observation and travels back to Base Office. On site time at a minimum is time to complete observations and to complete report.

EXHIBIT C ATTACHMENT C-1: Agreement Between
Owner and DIXON

SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES

1. The total compensation for services under this Agreement is the estimated total compensation amount of **Thirty-Five Thousand Dollars, \$35,000** and summarized as follows:

Schedule of Values				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.01-Technical Specifications			\$5,250	Lump Sum
A1.02-Bidding and Contract Documents			\$1,000	Lump Sum
A1.02-Bid Opening Meeting			\$1,100	Unit Price
A1.03-Preconstruction Meeting			\$1,100	Unit Price
A1.03-Other Defined Basic Services: Project Administration			\$3,100	Lump Sum
A1.03-RPR Services Weld	1	\$1,080	\$1,080	Unit Price
A1.03-RPR Critical Phase Coating	18	\$1,040	\$18,720	Unit Price
A1.04-Warranty Observation			\$3,650	Lump Sum
Total			\$35,000	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.

EXHIBIT C ATTACHMENT C-2: Agreement Between
Owner and DIXON

STANDARD HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$265.00	
Project Manager	\$160.00	\$240.00
Engineer	\$165.00	\$248.00
CWI Welding RPR	\$160.00-\$175.00	\$240.00-\$263.00
DIXON Level 3 or NACE Certified Level 3 RPR	\$110.00-\$145.00	\$165.00-\$217.00
DIXON Level 2 or NACE Level 2 RPR	\$100.00-\$125.00	\$150.00-\$188.00
DIXON Level 1 or NACE Level 1 RPR	\$90.00-\$109.00	\$135.00-\$164.00
Contract Support Staff	\$115.00-\$140.00	\$173.00-\$210.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.75/mile + tolls	\$0.65/mile
Lodging	\$158.00 per diem	\$148.00 per diem
Meals	\$48.00 per diem	\$41.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2021 Revised 8/6/2020

**AGREEMENT BETWEEN THE VILLAGE OF LIBERTYVILLE AND
DIXON ENGINEERING, INC.
FOR PROFESSIONAL SERVICES
CENTRUM RESERVOIR REHABILITATION PROJECT**

THIS AGREEMENT is entered into this 9th day of June, 2021, between the Village of Libertyville, 118 W. Cook Avenue, Libertyville, IL 60048 (hereinafter referred to as the “Village”), and Dixon Engineering, Inc., 4811 S. 76th Street, Suite 109, Greenfield, WI 53220 (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 Design (including Construction Documents, Bidding and Permitting) and Construction Observation Services 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 **\$35,000.00** 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. This Agreement shall terminate upon completion of the Construction Services, currently anticipated to occur on, **or before April 30, 2022**.
- 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:

<p>To the Village: Village of Libertyville 118 W. Cook Avenue Libertyville, IL 60048 Attention: Paul Kendzior, Director of Public Works Email: pkendzior@libertyville.com</p>	<p>To the Consultant: Dixon Engineering, Inc. 1148 S. 76th St., Suite 109 Greenfield, WI 53220 Attention: Kayla Mulcahy, Project Manager Email: kayla.mulcahy@dixonengineering.net</p>
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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: _____

By: _____

Printed Name: _____

Printed Name: _____

Title _____

Title _____

Date _____

Date _____

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

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
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.	

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

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
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

Meeting Date: June 8, 2021

Agenda Item: Consideration of an Ordinance Granting a Variation from Section 26-4-8.5(d)(3) - Charles and Judith Zemeske, Applicant 234 Florence Ct.

Staff Recommendation: Approve Ordinance

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

Background: The attached ordinance would grant a variation from Section 26-4-8.5(d)(3) The Village Board approved this request at their May 25, 2021 meeting with the understanding that an ordinance would be drafted for the Village Board to approve at their June 8, 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 26-4-8.5(d)(b) OF THE LIBERTYVILLE
ZONING CODE FOR A DETACHED GARAGE
(234 Florence Court)

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

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

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 21-O-_____

AN ORDINANCE GRANTING A VARIATION
FROM SECTION 26-4-8.5(d)(3) OF THE LIBERTYVILLE
ZONING CODE FOR A DETACHED GARAGE
(234 Florence Court)

WHEREAS, Charles Zemeske and Judith Zemeske (collectively, the “*Owners*”) are the owners of that certain parcel of real property located at 234 Florence Court, Libertyville, Illinois, located in the R-7 Single-Family Attached Residential Zoning District of the Village (“*R-7 District*”), and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (“*Property*”); and

WHEREAS, the Property is improved with a single-family residential structure; and

WHEREAS, pursuant to Section 26-4-8.5(c) of the “Libertyville Zoning Code,” as amended (“*Zoning Code*”), the minimum lot width in the R-7 District is 60 feet; and

WHEREAS, the width of the Property is approximately 49.9 feet, and, accordingly, the Property is a legal nonconforming lot of record; and

WHEREAS, pursuant to Sections 26-4-8.5(d)(3) and 26-14-4.1(b) of the Zoning Code, the minimum required interior side yard setback for the Property is approximately 4.15 feet; and

WHEREAS, the Owners desire to construct a detached garage on the Property at a location approximately 3.7 feet from the northern side lot line of the Property, in violation of Section 26-14-4.1(b) of the Zoning Code (“*Proposed Garage*”); and

WHEREAS, the Owners have filed an application with the Village for a variation from Section 26-14-4.1(b) of the Zoning Code to permit the construction of the Proposed Garage on the Property (“*Requested Variation*”); and

WHEREAS, a public hearing of the Zoning Board of Appeals of the Village to consider approval of the Requested Variation was duly advertised in the *Daily Herald* on April 23, 2021,

and held on May 10, 2021; and

WHEREAS, on May 10, 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 26-14-4.1(b) of the Zoning Code to reduce the minimum required northern interior side yard setback, from 4.15 feet to approximately 3.70 feet, to permit the installation of the Proposed Garage on the Property.

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 Garage and the Property in compliance with

each and all of the following conditions:

- A. Compliance with Regulations. Except to the extent specifically provided otherwise in this Ordinance, the development, use, operation, and maintenance of the Proposed Garage and the Property must comply at all times with all applicable Village codes and ordinances, as the same have been or may be amended from time to time.
- B. Compliance with Plans. Except for minor changes and site work approved by the Village Director of Community Development or the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village standards, the development, use, operation, and maintenance of the Proposed Garage and the Property must comply with the plans titled ‘Floor Plan, Elevations and Section A-A’, prepared by Associated Designs, consisting of one (1) sheet, with a latest revision date of July 23, 2014; and the R E Decker Plat of Survey with the latest revision date of October 12, 2020 (“*Plans*”), which plans are attached to, and by this reference 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 Owners 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 Owners 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 Owners and their heirs, representatives, successors, and assigns.

SECTION 5: Failure to Comply with Conditions. Upon the failure or refusal of the Owners to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, 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 Owners with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the R-7 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 Owners 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 Owners 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 Owners 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 their sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

PASSED this _____ day of _____, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2021.

Donna Johnson, Village President

ATTEST:

Luke Stowe, Village Clerk

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 FRECH'S ADDITION TO THE VILLAGE OF LIBERTYVILLE OF THE NORTH ½ 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
PIN: 11-21-108-031

EXHIBIT B
PLANS

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Charles Zemeske and Judith Zemeske (collectively, the “*Owners*”) are the owners of that certain parcel of real property commonly known as 234 Florence Court, in the Village (“*Property*”); and

WHEREAS, Ordinance No. 2021-_____, adopted by the Village President and Board of Trustees on _____, 2021 (“*Ordinance*”), grants a variation to the Owners in connection with the construction of a detached garage on the Property; and

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

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

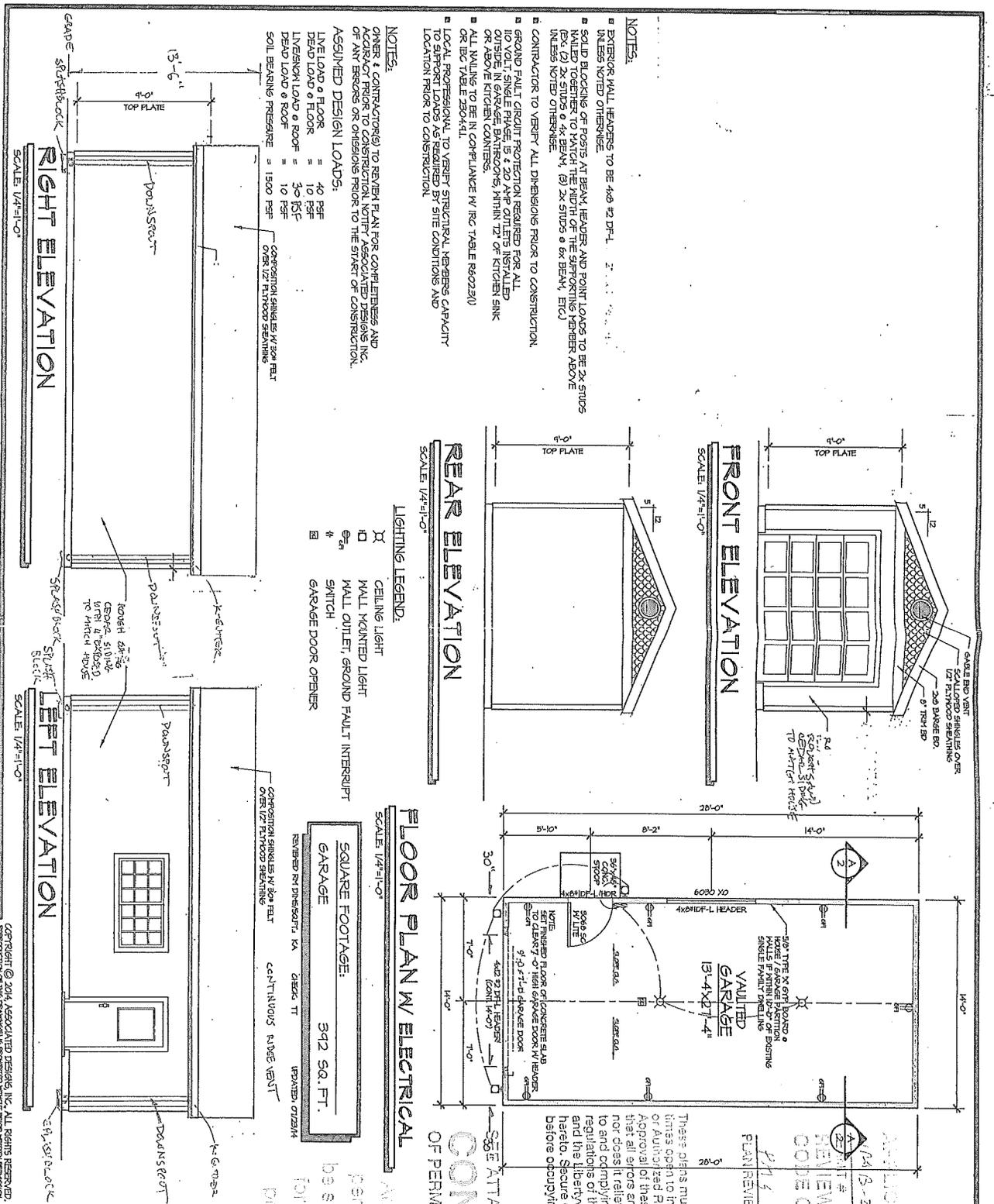
1. The Owners hereby unconditionally agree to, accept, consent to, and will abide by, each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The Owners acknowledge that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The Owners acknowledge and agree that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village’s 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 Owners against damage or injury of any kind and at any time.
4. The Owners hereby agree to hold harmless and indemnify the Village, the Village’s corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village’s adoption of the Ordinance granting the variation for the Property.

[SIGNATURE PAGE FOLLOWS]

Dated: _____, 2021

CHARLES ZEMESKE

JUDITH ZEMESKE



NOTES:

- EXTERIOR WALL HEADERS TO BE 4x8 #2 DF-L. ALL OTHERS NOTED OTHERWISE.
- SOLID BLOCKING OF POSTS AT BEAM HEADERS AND POINT LOADS TO BE 2x STUDS (EX. (2) 2x STUDS & 4x BEAM, (3) 2x STUDS & 6x BEAM, ETC.) UNLESS NOTED OTHERWISE.
- CONTRACTOR TO VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.
- GROUND FAULT CIRCUIT PROTECTION REQUIRED FOR ALL OUTLETS IN GARAGE PER NEC ARTICLE 210.21(B) INSTALLED OR ABOVE KITCHEN COUNTERTOPS.
- ALL WALLS TO BE IN COMPLIANCE W/ IRC TABLE R602.2(1) OR IRC TABLE R602.2(1).
- LOCAL PROFESSIONAL TO VERIFY STRUCTURAL BEARING CAPACITY TO SUPPORT LOADS AS REQUIRED BY SITE CONDITIONS AND LOCATION PRIOR TO CONSTRUCTION.

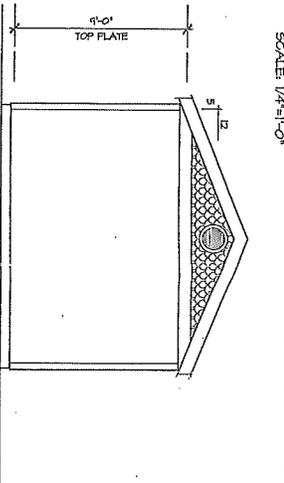
NOTES:

OWNER & CONTRACTOR(S) TO REVIEW PLAN FOR COMPLETENESS AND ACCURACY PRIOR TO CONSTRUCTION. NOTIFY ASSOCIATED DESIGNS, INC. OF ANY ERRORS OR OMISSIONS PRIOR TO THE START OF CONSTRUCTION.

ASSIGNED DESIGN LOADS:

- LIVE LOAD FLOOR = 40 PSF
- DEAD LOAD FLOOR = 10 PSF
- LIVE LOAD ROOF = 30 PSF
- DEAD LOAD ROOF = 10 PSF
- SOIL BEARING PRESURE = 1500 PSF

FRONT ELEVATION
SCALE: 1/4"=1'-0"



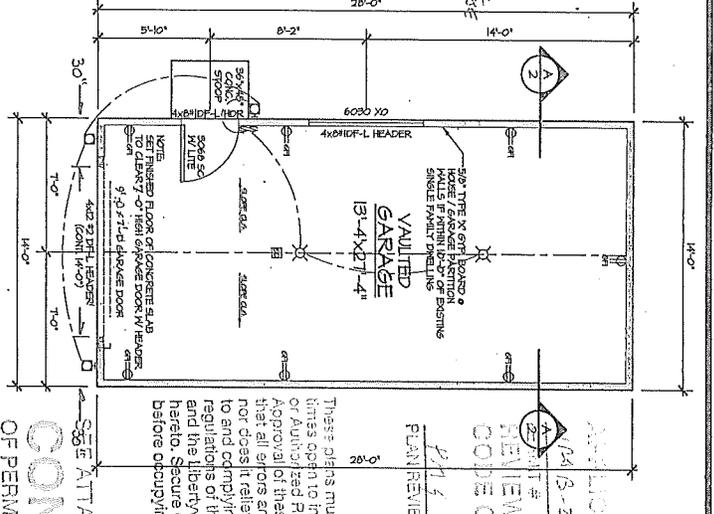
REAR ELEVATION
SCALE: 1/4"=1'-0"



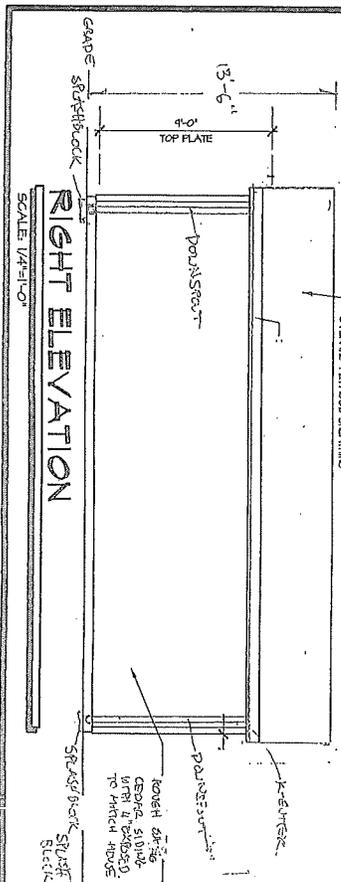
LIGHTING LEGEND:

- ☒ CEILING LIGHT
- ⊠ WALL MOUNTED LIGHT
- ⊠ WALL MOUNTED LIGHT
- ⊠ WALL MOUNTED LIGHT
- ⊠ SWITCH
- ⊠ GARAGE DOOR OPENER

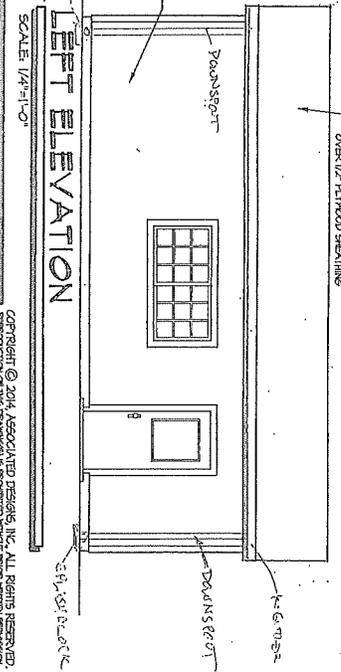
FLOOR PLAN W/ ELECTRICAL
SCALE: 1/4"=1'-0"



RIGHT ELEVATION
SCALE: 1/4"=1'-0"



LEFT ELEVATION
SCALE: 1/4"=1'-0"



GARAGE

DATE: 7-16-20
ADDRESS: 234 FLORENCE

ASSOCIATED DESIGNS, INC.
DESIGNER: [Name]
DATE: 08/05/04
PROJECT: 20-004

IMPORTANT NOTE: THESE DRAWINGS FOR THIS PROJECT HAVE BEEN PREPARED AND ISSUED WITHOUT REFERENCE TO ANY SITE SURVEYING OR TO ANY OTHER RECORD DRAWINGS. THE CONTRACTOR OR OTHER PARTY RESPONSIBLE FOR THE CONSTRUCTION OF THIS PROJECT SHALL BE HELD RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORD DRAWINGS AND FOR VERIFYING THE ACCURACY OF THE INFORMATION THEREIN. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORD DRAWINGS AND FOR VERIFYING THE ACCURACY OF THE INFORMATION THEREIN. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORD DRAWINGS AND FOR VERIFYING THE ACCURACY OF THE INFORMATION THEREIN.

LEGEND

N.	North
S.	South
E.	East
W.	West
N.W.	Northwest
N.E.	Northeast
S.E.	Southeast
S.W.	Southwest
P.O.B.	Point of Beginning
50. FT.	Survey Feet
R.O.W.	Right of Way
Doc.	Document
Rec.	Recorded as
Meas.	Measured
T.F.	Top of Foundation
MIN.	Minimum
MAX.	Maximum

R. E. DECKER
(1913-1999)

R. G. PAVLETTIC
P.L.S. 035-3261

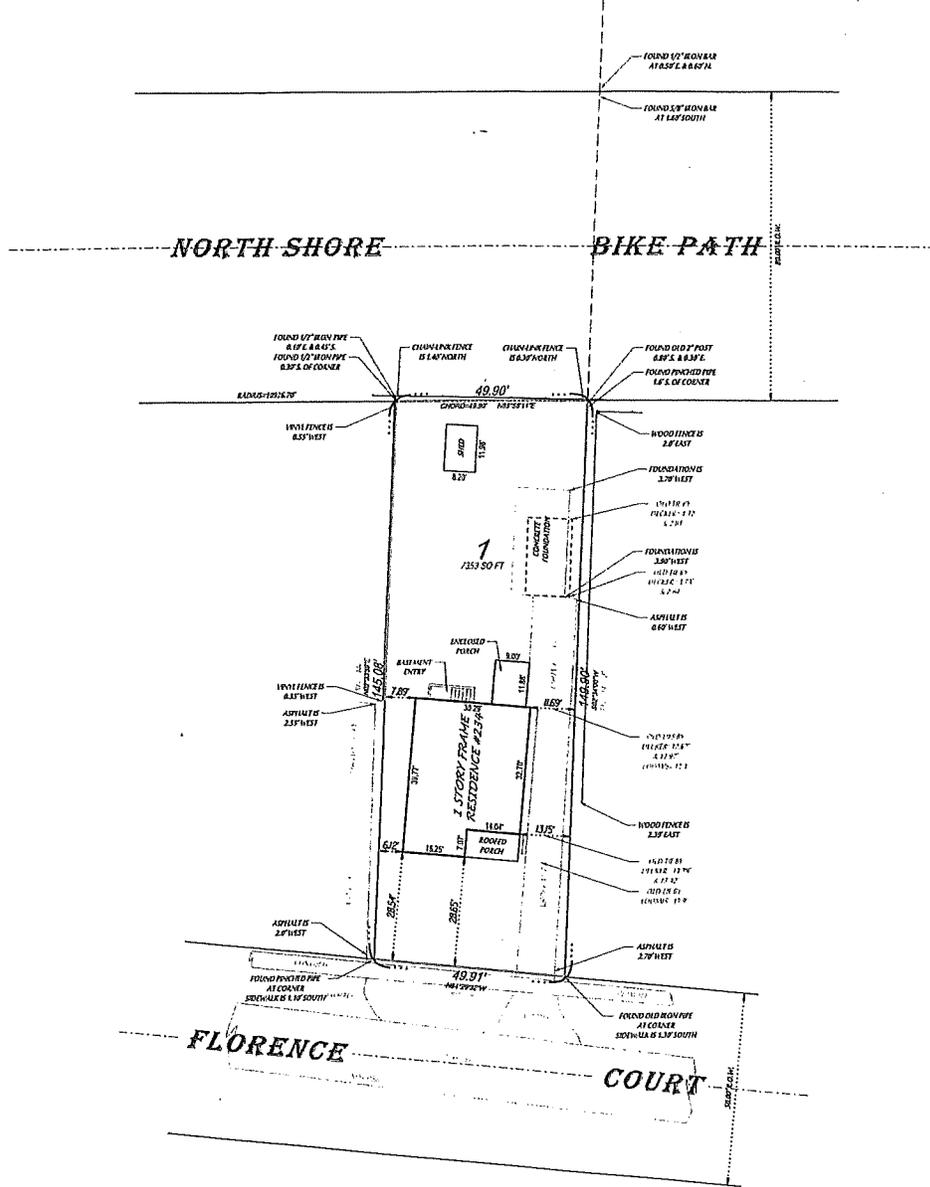
Plat of Survey

of
 Lot 9 in C. Fred Stewart's Subdivision of the West half of Lot 5 and all of Lot 6 in Block 3 in F.H. Kuebker's Subdivision of that part of the North Half of Section 21, Township 44 North, Range 11, East of the Third Principal Meridian, and all that part of Lot 9 in Block 2 in French's Addition to Libertyville, according to the Plat thereof, recorded July 9, 1925 as Document 260586, in Book "O" of Plats, Page 22, in Lake County, Illinois.

Commonly known as: 234 FLORENCE COURT, LIBERTYVILLE, ILLINOIS.

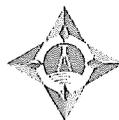
The Meridian is assumed but reflects the record Subdivision or Deed, except when noted.

Scale 1" = 20' ft



ORDER NUMBER 20-774
 ORDERED BY: CHARLES ZEMESKE
 FOR: _____
 REVISIONS: Add old data 10-12-20

WITHOUT A RAISED SEAL
 PLAT IS NOT VALID



R E DECKER
 PROFESSIONAL LAND SURVEYORS PC
 333 W. PETERSON RD SUITE B
 LIBERTYVILLE, IL 60048
 TEL. 847-362-0091
 DeckerSurvey@gmail.com
 Website: DeckerSurvey.com



Field Work Completed on: 8-27-20
 STATE OF ILLINOIS }
 COUNTY OF LAKE }
 This Professional service conforms to the current Illinois minimum standards for a "Boundary Survey."
 R. E. DECKER, P.C.
 By: [Signature] 10-12-20
 Professional Land Surveyor

Compare the Description on this Plat with your Deed and Titles also compare all stakes to this Plat before building by them, and report any differences at once. Dimensions are shown in feet and decimal parts thereof. Refer to Title, Correlative or Building Department for additional Easements, Setbacks or Restrictions which may exist.



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	June 8, 2021
Agenda Item:	Consideration of a Resolution to Approve a Special Event – Cook Memorial Library Outdoor Concert
Staff Recommendation:	Approve Resolution
Staff Contact:	Kelly A. Amidei, Village Administrator

Background: Cook Memorial Library has submitted a request for summer concerts in Cook Park on July 20, 2021, August 24, 2021 and September 28, 2021 at 1:00 p.m. The concerts will be held by local musicians.

Staff recommends Village Board approval of the Resolution approving the event on July 20, 2021, August 24, 2021 and September 28, 2021 at 1:00 p.m. in Cook Park adhering to any guidelines of the Governor of Illinois regarding the COVID-19 pandemic at the time of the event.

RESOLUTION NO. 21-R-

A RESOLUTION TO APPROVE A SPECIAL EVENT FOR
CONCERTS IN COOK PARK

WHEREAS, Cook Memorial Library has requested approval of summer concerts in Cook Park on July 20, 2021, August 24, 2021 and September 28, 2021 at 1:00 p.m.; and

WHEREAS, Cook Memorial Library 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 Cook Memorial Library's request for concerts in Cook Park on July 20, 2021, August 24, 2021 and September 28, 2021.

SECTION 2: Cook Memorial Library 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 8th day of June, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this 9th day of June, 2021.

Donna Johnson, Village President

ATTEST:

Luke Stowe, Village Clerk



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	June 8, 2021
Agenda Item:	Consideration of a Resolution Concerning Changes to Downtown Parking Restrictions
Staff Recommendation:	Approve Changes
Staff Contact:	Kelly A. Amidei, Village Administrator

Background: The Parking Commission recently recommended downtown parking changes in order to support businesses during the re-opening phases related to the COVID-19 pandemic and to make changes to accommodate the use of more downtown parking.

These recommended changes include:

- Allowing unrestricted parking in front of the Village Hall (3 spots) between 5 p.m. and 8 a.m. (15 minute parking at all other times for Village Hall customers)
- Allowing parking after 5 p.m. behind Village Hall (4 spots) for non-Village Hall related business

Per Section 23-67 of the municipal code, the Village Board may affirm these recommendations allowing time restrictions as designated. The Parking Commission unanimously recommended approval, and requests the Village Board affirm these changes.

RESOLUTION 21-R-___

A RESOLUTION CONCERNING PARKING REGULATIONS ON WEST COOK AVENUE
AND ADJACENT TO VILLAGE HALL

WHEREAS, parking on that portion of West Cook Avenue adjacent to the Village Hall at 118 West Cook Avenue times (“*West Cook Spaces*”) is currently restricted to 15 minutes only at all; and

WHEREAS, parking in the four parking spaces located immediately north of Village Hall (“*Village Hall Spaces*”) is currently restricted to Village business only; and

WHEREAS, the Village President and Board of Trustees desire to allow unrestricted parking in the West Cook Spaces and the Village Hall Spaces between 5:00 p.m. every day and 8:00 a.m. the following day, and on weekends and holidays; and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interest of the City and its residents to install and enforce parking signs allowing unrestricted parking in the West Cook Spaces and the Village Hall Spaces between 5:00 p.m. every day and 8:00 a.m. the following day, and at all times on weekends and holidays;

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 incorporated into, and made a part of, this Resolution of findings of the City Council.

SECTION 2: Approval and Authorization. In accordance with Section 23-67(a) of “The Highland Park Code of 1968,” as amended, the Village Director of Public Works is hereby directed and authorized to install and enforce signs restricting parking as follows:

- A. For the West Cook Spaces, 15-minute parking between 8:00 a.m. and 5:00 p.m. on weekdays, and unrestricted at all other times; and
- B. For the Village Hall Spaces, for Village Hall business only between 8:00 a.m. and 5:00 p.m. on weekdays, and unrestricted at all other times.

SECTION 3: 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 June, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of June, 2021.

Donna Johnson, Village President

ATTEST:

Luke Stowe, Village Clerk



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: June 8, 2021

Agenda Item: **REPORT OF THE PLAN COMMISSION**
PC 21-12, Amendment to the Site Plan Permit
Community High School District 128, Applicant
708 W. Park Avenue

Staff Recommendation to Plan Commission: Approve Amendment to the Site Plan Permit.

PC Recommendation: To approve. Upon approval, an ordinance will be drafted for Village Board action.

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

Background: Community High School District 128 is requesting approval of an amendment to the Site Plan Permit for Libertyville High School to allow for the installation of gates at the southwest entrance to the site. Representatives of the District reviewed the request with the Plan Commission at the May 24, 2021 meeting. The reason stated for the gates is to allow staff to safely control the traffic flow on campus during school hours and restrict access when necessary during non-school hours. Members of the Plan Commission concurred with the request.

A motion to recommend Village Board of Trustees approval passed with a vote of 6 - 0, subject to the following conditions:

1. That the location of the security gates are located north of and abutting to the existing channelized curbed island as depicted on the Civiltech Engineering, Inc. Technical Memorandum, dated May 18, 2021, Exhibit 1.
2. That the security gates are made to swing inward so as not to encroach onto IL Route 176, an IDOT right-of-way.
3. That two unlockable, fold-down 'DO NOT ENTER' signs are posted just south of the parking areas along the southwest entrance drive to prevent vehicles from becoming trapped trying to exit the Libertyville High School campus when the gate is closed as depicted on the Civiltech Engineering, Inc. Technical Memorandum, dated May 18, 2021, Exhibit 1.

REPORT OF THE PLAN COMMISSION

REPORT ON: PC 21-12, Community High School District 128

TO THE VILLAGE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF LIBERTYVILLE, LAKE COUNTY, ILLINOIS 60048.

Pursuant to the **APPLICATION** of **COMMUNITY HIGH SCHOOL DISTRICT 128**, being the **OWNER** of real estate located at **708 W. PARK AVENUE**, the **PLAN COMMISSION** of the Village of Libertyville held a **PUBLIC MEETING** to consider the **APPLICATION FOR AN AMENDMENT TO THE SITE PLAN PERMIT IN ORDER TO INSTALL TRAFFIC CONTROL BARRICADES AT THE WEST ENTRANCE OF THE LIBERTYVILLE HIGH SCHOOL CAMPUS LOCATED IN AN IB, INSTITUTIONAL BUILDING DISTRICT, CHAPTER 26, SECTION 26-16-10**, 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 MEETING** was duly advertised on **MAY 6, 2021**, and held virtually on **MAY 24, 2021**, at **7:00 P.M.**

At the **PUBLIC MEETING** the applicant and witnesses were duly sworn and questioned by the Plan Commission.

From the evidence and testimony submitted, the Plan Commission of the Village of Libertyville hereby finds the following:

Background and History:

In June of 2017 the petitioner, Community High School District 128, appeared before the Plan Commission and requested approval for a Site Plan Permit in order to construct a building addition for their Aquatic Center, a parking lot expansion, and other site improvements including upgrading the westerly entrance along IL. Rte. 176 (West Park Avenue) to the Libertyville High School located in an IB, Institutional Building District at 708 W. Park Avenue. These improvements were granted by the Village Board in August 2017.

Community High School District 128 came back in May 2018 to Amend the Site Plan Permit in order to further expand the parking area and make additional landscape changes to the previously approved Site Plan for their Libertyville High School Campus. These improvements were granted by the Village Board in September of 2018.

Current Proposal:

The petitioner, Community High School District 128, is requesting approval for an amendment to the Site Plan Permit in order to install traffic barrier gates at the furthest west entrance to the Libertyville High School campus located on West Park Avenue. The petitioner states that the installation of the barrier gates at this location will allow the school staff to safely control the traffic flow on campus during school hours and restrict access when necessary during non-school hours.

Report of the Plan Commission, PC 21-12

The furthest west entrance was realigned and reconstructed as part of the Libertyville High School Aquatic Center building addition and provides right-in/right-out/left-in access to IL Rte. 176. The westerly entrance is located about 800 feet west of the main entrance which is signalized and located across from Dawes Street.

The petitioner states that Libertyville High School traffic, which is generated by school staff, students, buses, parents, visitors and vendors, enters and navigates throughout the high school campus at any given time, is currently monitored and controlled by security personnel. The petitioner states that the proposed security gates will allow the school to close off part of their campus during pertinent periods to unauthorized traffic flows that would go against the current traffic patterns for drop off and pick up.

Civiltech Technical Memorandum:

Civiltech states that there is a concern that motorists approaching the entrance from either direction on IL Route 176 will not see that the gates are closed until they have entered the entrance drive due to the distance that the gates are set back from the roadway. If several vehicles turn into the driveway in succession without seeing the gate is closed, the result would be queues onto IL Route 176. Civiltech recommends that the gates should be installed closer to IL Route 176 so that they are readily visible to drivers. The location of the gate would be readily visible to approaching motorists from both directions on IL Route 176.

Civiltech further recommends posting unlockable, fold-down 'Do Not Enter' signs just south of the parking areas along the southwest entrance drive to prevent vehicles from becoming trapped trying to exit the campus when the gate is closed.

WHEREFORE, the Plan Commission of the Village of Libertyville, Lake County, Illinois is recommending to the Village President and the Board of Trustees, that this **APPLICATION FOR AN AMENDMENT TO THE SITE PLAN PERMIT IN ORDER TO INSTALL TRAFFIC CONTROL BARRICADES AT THE WEST ENTRANCE OF THE LIBERTYVILLE HIGH SCHOOL CAMPUS LOCATED IN AN IB, INSTITUTIONAL BUILDING DISTRICT** be **APPROVED, SUBJECT TO THE FOLLOWING CONDITIONS:**

- 1. THAT THE LOCATION OF THE SECURITY GATES ARE LOCATED NORTH OF AND ABUTTING TO THE EXISTING CHANNELIZED CURBED ISLAND AS DEPICTED ON THE CIVILTECH ENGINEERING, INC. TECHNICAL MEMORANDUM, DATED MAY 18, 2021, EXHIBIT 1.**
- 2. THAT THE SECURITY GATES ARE MADE TO SWING INWARD SO AS NOT TO ENCROACH ONTO IL ROUTE 176, AN IDOT RIGHT-OF-WAY.**
- 3. THAT TWO UNLOCKABLE, FOLD-DOWN 'DO NOT ENTER' SIGNS ARE POSTED JUST SOUTH OF THE PARKING AREAS ALONG THE SOUTHWEST ENTRANCE DRIVE TO PREVENT VEHICLES FROM BECOMING TRAPPED TRYING TO EXIT THE LIBERTYVILLE HIGH SCHOOL CAMPUS WHEN THE GATE IS CLOSED AS DEPICTED ON THE CIVILTECH ENGINEERING, INC.**

Report of the Plan Commission, PC 21-12

TECHNICAL MEMORANDUM, DATED MAY 18, 2021, EXHIBIT 1.

The vote of the Plan Commission recommending **APPROVAL** was 6 - 0, recorded as follows:

AYES: MOORE, FLORES, OAKLEY, PYTER, SCHULTZ, STEFFE

NAYS: NONE

ABSENT: NONE

Respectfully Submitted, June 1, 2021.

Chair, Plan Commission

Secretary, Plan Commission

Report of the Plan Commission, PC 21-12

EXHIBIT A

Legal Description of the Property

PARCEL 1:

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, AT A POINT 225.0 FEET WEST FROM THE SOUTHEAST CORNER THEREOF; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, 678.4 FEET; THENCE NORTH 75 DEGREES 22 MINUTES WEST, 66.7 FEET; THENCE SOUTH 41 DEGREES 42 MINUTES WEST, 63.5 FEET; THENCE SOUTH 87 DEGREES 17 MINUTES WEST, 226.0 FEET; THENCE SOUTH 48 DEGREES 45 MINUTES WEST, 200.0 FEET; THENCE SOUTH 87 DEGREES 17 MINUTES WEST, 134.0 FEET; THENCE NORTH 82 DEGREES 45 MINUTES WEST, 305.6 FEET; THENCE SOUTH 78 DEGREES 15 MINUTES WEST, 188.0 FEET MORE OR LESS, TO THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17; THENCE SOUTH 506.0 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17; THENCE EAST ALONG THE SOUTH LINE THEREOF TO THE POINT OF BEGINNING, ALSO: THE NORTH 132.0 FEET, EXCEPTING THEREFROM THE EAST 225.0 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO, A TRACT OF LAND BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE CENTER LINE OF PARK AVENUE, WESTERLY 289.9 FEET FROM THE EAST LINE OF SECTION 20; THENCE NORTH 266.1 FEET TO AN IRON PIPE; THENCE EAST 60.0 FEET TO A POINT 225.0 FEET WEST OF THE EAST LINE OF SECTION 20; THENCE SOUTH TO THE CENTER OF PARK AVENUE; THENCE WESTERLY ALONG THE CENTER LINE OF PARK AVENUE, 60.9 FEET TO THE POINT OF BEGINNING, IN SECTION 20, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF SECTIONS 16, 17, 20 AND 21, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH LINE OF SAID SECTION 16, AT A POINT 325.4 FEET EAST FROM THE SOUTHWEST CORNER THEREOF; THENCE NORTH ALONG THE WEST LINE OF OAKWOOD TERRACE, A SUBDIVISION OF PART OF SECTIONS 16 AND 21, 1188.4 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 16, 325.4 FEET TO THE WEST LINE OF SAID SECTION 16; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 16, 638.4 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES WEST, 36.0 FEET; THENCE NORTH 52 DEGREES 8 MINUTES WEST, 194.0 FEET; NORTH 15 DEGREES 22 MINUTES WEST, 37.1 FEET TO A POINT WHICH IS 225.0 FEET WEST FROM THE EAST LINE OF SAID SECTION 17; THENCE SOUTH, PARALLEL TO SAID EAST LINE OF

Report of the Plan Commission, PC 21-12

SECTION 11, 678.4 TO THE SOUTH LINE THEREOF; THENCE SOUTH, ALONG A LINE 225.0 FEET WEST FROM AND PARALLEL TO THE EAST LINE OF SAID SECTION 20, 391.8 FEET TO THE CENTER OF THE FORMER MECHANICS GROVE ROAD, THENCE NORTH 79 DEGREES 19 MINUTES EAST ALONG THE CENTER OF SAID ROAD 229.0 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 21, WHICH IS 349.0 FEET SOUTH FROM THE NORTHWEST CORNER THEREOF; THENCE EASTERLY 330.0 FEET TO A POINT IN THE CENTER OF SAID ROAD WHICH IS 325.4 FEET EAST FROM THE WEST LINE AND 294.0 FEET SOUTH FROM THE NORTH LINE OF SAID SECTION 21; THENCE NORTH ALONG THE WEST LINE OF SAID OAKWOOD TERRACE SUBDIVISION, 294.0 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 3:

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

PARCEL 4:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE CENTER OF PARK AVENUE 289.9 FEET FROM THE EAST LINE OF SAID SECTION 20; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION 20, 266.7, MORE OR LESS, TO A POINT 132 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 20; THENCE WEST 399.1 FEET, MORE OR LESS, ALONG A LINE 132 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 20 TO AN OLD IRON PIPE MARKING THE NORTHEAST CORNER OF BALDWIN OR FOULD'S ESTATE; THENCE SOUTH PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20, 348.18 FEET, MORE OR LESS, TO THE CENTER OF PARK AVENUE; THENCE NORTHEASTERLY ALONG THE CENTER OF PARK AVENUE, 271.20 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 5:

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

Address: 708 W. Park Avenue, Libertyville, Illinois

Report of the Plan Commission, PC 21-12

P.I.N. 11-20-200-001

EXCERPTS FROM PLAN COMMISSION MEETING MINUTES

Draft May 24, 2021, Plan Commission Meeting Minutes

**PC 21-12 Community High School District 128, Applicant
708 W. Park Avenue**

Request is for an Amendment to the Site Plan Permit in order to install traffic control barricades at the west entrance of the Libertyville High School campus located in an IB, Institutional Building District.

Mr. David Smith, Senior Planner, introduced the request for the Amendment to the Site Plan Permit.

Mr. Eric Moroscher, 708 W. Park Avenue, Libertyville, IL., Assistant Principal of Libertyville High School, stated that according to a recent Niche Report Libertyville School District 128 is ranked number 1 out of over 600 school districts in Illinois in terms of school safety. He stated that one of many aspects that comprise school safety are the physical safety structures that are located throughout the campus. He stated that the proposed security gates for the west entrance will be one of those security features. He stated that this is needed due to the increase of vehicle and foot traffic that enters the campus from the newly improved west driveway entrance.

Mr. Robert Uliks, 708 W. Park Avenue, Libertyville, IL., Director of Campus Safety for Libertyville High School, stated that the addition of the Libertyville High School Aquatic Center building addition and the improvements to the west driveway entrance has helped to increase the traffic entering the campus from the west entrance substantially. He stated that the main driveway entrance is located at the intersection of Rt. 176 and Dawes Street. He stated that the high school also has the east entrance located at Sunset Drive and Linden Lane which currently has a security gate. He stated that the main purposes for the west entrance gate off of 176 is for safety, access control, and crime prevention. He stated that the security gates will allow LHS to control and monitor the traffic flow and student safety on any given school day. He stated that there is an increase of student walkers, staff, community and other foot traffic with the new sidewalks and west 176 new pool entrance. He stated that the new gates will allow LHS to secure the east and now west gates at the school's discretion. He stated that the new gates will allow LHS to control the amount of traffic that funnels through to the main entrance. He stated that the new gates will reduce noise for the Blueberry Hill residents as the current east gate by the tennis courts does. He stated that the new gates will allow the LHS Safety and Security team to focus personnel on student entrance and exit safety during the lunch periods and other times of the day when traffic flow is high. He stated that the new gates will allow LHS to temporarily close off the 176 entrance for deliveries, vendors, construction, etc. as needed. He stated that the new gates will allow LHS to close off the west 176 entrance during situations requiring LHS to go into a lockdown status. He stated that the new gates will allow more control and safety of traffic during times when busses and parents are picking up and dropping off, and student drivers are leaving and/or coming back onto campus. He stated that the new gates will allow LHS to proactively control the flow of traffic onto 176. He stated that the gates will enable checks and balances of what vehicles enter and exit the building and security footage. He stated that the new gates will aid in traffic flow and parking organization during school events (fine arts, athletics, rentals, etc.). He stated that the new gates will aid the Libertyville Police Department in

monitoring campus after hours. He stated that the new gates will allow LHS Safety and Security

staff to maintain their focus and personnel on safety of students from bus traffic, parent traffic, new student driver traffic leaving and coming off of campus multiple times per day.

Mr. Uliks stated that ultimately the west entrance 176 gate will give LHS the ability to utilize the gate as needed to provide additional safety for issues both known and unknown.

Chairman Moore asked the petitioner if they reviewed the Development Review Committee Staff report and the recommended conditions for approval. Mr. Uliks stated that they are willing to work with the Village and the recommendations for the placement of the security gates.

Commissioner Oakley asked how visual the security gate will be for west bound traffic along Rt. 176. He asked at what point will a driver be able to determine if the gate is opened or closed. Mr. Uliks stated that he can only estimate that it might be around 100 feet away before a westbound vehicle can determine if the gate would be opened or closed if the gate is located in accordance to the Village's recommendation.

Commissioner Flores stated that she is concerned that if the gate is closed and a vehicle is leaving the staff parking lot and is attempting to exit the service drive to go west bound onto Rt. 176. Mr. Uliks stated that the staff parking lot with the diagonal parking spaces could be signed with the foldable signs and used to inform vehicles when the gates are open or closed.

Commissioner Flores asked for clarification as to the hours of the day that the security gates would be closed. Mr. Uliks stated that they are still developing a system that will determine when the gates will be closed and opened. He stated that the east gate is closed every evening at 7:00 p.m. He stated that the new west entrance gate would be opened and closed dependent upon various events including the athletic schedule. He stated that he anticipates that they will be able to develop a normal schedule for the security gate during the next school year.

Commissioner Flores asked if the west entrance is opened now. Mr. Uliks stated that it is opened now but that entrance is not for student traffic and not for parent drop off. He stated that the west drive is intended for staff only and any aquatic related usage.

Commissioner Pyter asked for clarification about how the west driveway entrance will be used. Mr. Uliks stated that is intended for staff and aquatic center related traffic only. He stated that they anticipate that the gates will be closed during the evening on the weekends.

Commissioner Pyter stated that he is concerned about east bound traffic along Rt. 176 wanting to turn into west driveway entrance and not seeing that the gates are closed.

Mr. Uliks stated that they will work with the vendor prior to the installation of the gates relative to improving the visibility of the gates.

Commissioner Steffe stated that he is supportive of the request for the amendment to the site plan permit with the Staff recommendation for the conditions for approval.

Commissioner Schultz stated that he is supportive of the request for the amendment to the site plan

permit with the Staff recommendation for the conditions for approval.

Chairman Moore stated that he is supportive of the request for the amendment to the site plan permit with the Staff recommendation for the conditions for approval. He asked the petitioner if they are ready for the Plan Commission to render their recommendation to the Village Board. Mr. Uliks stated that they are ready for the Plan Commission to render their recommendation to the Village Board.

In the matter of PC 21-11, Commissioner Pyter moved, seconded by Commissioner Steffe, to recommend that the Village Board of Trustees approve an Amendment to the Site Plan Permit in order to install traffic control barricades at the west entrance of the Libertyville High School campus located in an IB, Institutional Building District, subject to the following conditions:

- 1. That the location of the security gates are located north of and abutting to the existing channelized curbed island as depicted on the Civiltech Engineering, Inc. Technical Memorandum, dated May 18, 2021, Exhibit 1.*
- 2. That the security gates are made to swing inward so as not to encroach onto IL Route 176, an IDOT right-of-way.*
- 3. That two ununlockable, fold-down 'DO NOT ENTER' signs are posted just south of the parking areas along the southwest entrance drive to prevent vehicles from becoming trapped trying to exit the Libertyville High School campus when the gate is closed as depicted on the Civiltech Engineering, Inc. Technical Memorandum, dated May 18, 2021, Exhibit 1.*

Motion carried 6 - 0.

Ayes: Moore, Flores, Oakley, Pyter, Steffe, Schultz
Nays: None
Absent: None



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: June 8, 2021

Agenda Item: **REPORT OF THE PLAN COMMISSION**
PC 21-11, Special Use Permit
KI Tae Kwon Do, Applicant
1354 S. Milwaukee Avenue

**Staff Recommendation to
Plan Commission:** Approve Special Use Permit.

PC Recommendation: To approve. Upon approval, an ordinance will be drafted for Village Board action.

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

Background: At the May 24, 2021 meeting, the Plan Commission heard a request from KI Tae Kwon Do for a Special Use Permit to locate in Red Top Plaza. The tenant would teach martial arts to children, teens, and adults with hourly classes of 10 to 12 students. The Plan Commission found the shopping center to have ample parking and the tenant would be complimentary to existing uses.

A motion to recommend Village Board of Trustees approval passed with a vote of 6 - 0.

REPORT OF THE PLAN COMMISSION

REPORT ON: PC 21-11, KI Tae Kwon Do

TO THE VILLAGE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF LIBERTYVILLE, LAKE COUNTY, ILLINOIS 60048.

Pursuant to the **APPLICATION** of **KI TAE KWON DO**, being the **LESSEE** of real estate located at **1354 S. MILWAUKEE AVENUE**, the **PLAN COMMISSION** of the Village of Libertyville held a **PUBLIC HEARING** to consider the **APPLICATION FOR A SPECIAL USE PERMIT FOR A SPORTS AND RECREATION INSTRUCTION FACILITY IN ORDER TO ALLOW KI TAE KWON DO, A MARTIAL ARTS INSTRUCTION SCHOOL, TO OCCUPY A COMMERCIAL TENANT SPACE LOCATED IN THE RED TOP PLAZA SHOPPING CENTER IN A C-4, SHOPPING CENTER COMMERCIAL DISTRICT, CHAPTER 26, SECTION 26-5-5.3.**, according to the provisions cited in the Libertyville Municipal code as amended, with the aforesaid real estate being described in Exhibit A, attached.

The aforesaid **PUBLIC HEARING** was duly advertised on **MAY 6, 2021**, and held virtually on **MAY 24, 2021**, at **7:00 P.M.**

At the **PUBLIC HEARING** the applicant and witnesses were duly sworn and questioned by the Plan Commission.

From the evidence and testimony submitted, the Plan Commission of the Village of Libertyville hereby finds the following:

Petitioner's Request and Background:

The petitioner, Melissa Jeong, KI Tae Kwon Do, is requesting approval for a Special Permit Use for a Sports and Recreation Instruction Facility in order to allow KI Tae Kwon Do, a martial arts instruction school, to occupy a commercial tenant space located in the Red Top Plaza Shopping Center in a C-4, Shopping Center Commercial District at 1354 S. Milwaukee Avenue.

KI Tae Kwon Do will teach martial arts to children, teens and adults. They will teach one class containing 10 to 12 students per hour. Each class will run about 40 minutes. The school will conduct classes Monday through Friday between 3:00 p.m. to 8:00 p.m. This location will have two employees, the instructor and manager.

The Plan Commission notes that the Red Top Plaza contains ample parking for the entire shopping center while a substantial number of customers patronize multiple commercial tenants during any single visit to the shopping center. The petitioner anticipates that no more than four (4) to five (5) KI Tae Kwon Do students/parents will seek to park their vehicles in the Red Top Plaza Shopping Center parking lot during a martial arts class session. It is anticipated that the parking impact imposed by the KI Tae Kwon Do martial arts instruction facility will be easily handled by the existing parking. The Plan Commission supports the request for the Special Use Permit.

To remain consistent with the existing Fire Lane, the Plan Commission does not support drop-off or pick-up adjacent to the building.

Report of the Plan Commission, PC 21-11

Standards for Special Use Permits:

- a. General Standards. No special use permit shall be recommended or granted pursuant to this Section 16-9 unless the applicant shall establish that:
- 1) Code and Plan Purposes. KI Tae Kwon Do will be in harmony with the general purpose within the Red Top Plaza being that it is orientated as an activity for all people. The main focus of martial arts is to build positive character in the students.
 - 2) Adverse Impact. The acceptance of KI Tae Kwon Do into the Red Top Plaza will have a positive effect on the property and businesses around it. Martial Arts schools bring individuals that will patronize surrounding businesses.
 - 3) Interference with Surrounding Development. The martial arts classes typically have class sizes that are around 10-12 students especially with the needed space allotment for each student. There will be no interference with other neighboring properties.
 - 4) Adequate Public Facilities. KI Tae Kwon Do uses minimal public facilities and services.
 - 5) Traffic Congestion. There will not be any traffic congestion as a result of the facility being open. Many families who have children in martial arts schools in shopping centers such as the Red Top Plaza normally make use of other businesses while their children attend classes.
 - 6) Destruction of Significant Features. The addition of KI Tae Kwon Do in the shopping center the Red Top Plaza will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance.
 - 7) Compliance with Standards. The proposed use and development does comply with all additional standards imposed on it by the particular provision of this Code authorizing such use.
- b. Special Standards for Specified Special Permit Uses. When the district regulations authorizing any special permit use in a particular district impose use limitations that must be met by such use in such district, a special permit use for that use in that district shall not be recommended or granted unless the applicant shall establish compliance with such special standards.
- c. Considerations. In determining whether the applicant's evidence establishes that the foregoing standards have been met, the Plan Commission and the Board of Trustees shall consider:
- 1) Public Benefit. The addition of a martial arts school to the Red Top Plaza would be desirable as the services it provides complements other businesses in the shopping

Report of the Plan Commission, PC 21-11

center. KI Tae Kwon Do in Libertyville will be a health conscious environment that will work well in a shopping center with a Chiropractor, physical therapist and the Manduu location. A martial arts school also works well as a facility for children education and follows similar ideas as the tutoring facility, the swim school and the Code Ninjas.

- 2) Alternative Locations. The location selected in the Red Top Plaza is ideal for a martial arts facility.
- 3) Mitigation of Adverse Impacts. KI Tae Kwon Do will not cause any adverse impacts on the building design, site design, landscaping, and screening.

WHEREFORE, the Plan Commission of the Village of Libertyville, Lake County, Illinois is recommending to the Village President and the Board of Trustees, that this **APPLICATION FOR A SPECIAL USE PERMIT FOR A SPORTS AND RECREATION INSTRUCTION FACILITY IN ORDER TO ALLOW KI TAE KWON DO, A MARTIAL ARTS INSTRUCTION SCHOOL, TO OCCUPY A COMMERCIAL TENANT SPACE LOCATED IN THE RED TOP PLAZA SHOPPING CENTER IN A C-4, SHOPPING CENTER COMMERCIAL DISTRICT** be **APPROVED**.

The vote of the Plan Commission recommending **APPROVAL** was 6 - 0, recorded as follows:

AYES: MOORE, FLORES, OAKLEY, PYTER, SCHULTZ, STEFFE

NAYS: NONE

ABSENT: NONE

Respectfully Submitted, June 1, 2021.

Chair, Plan Commission

Secretary, Plan Commission

Report of the Plan Commission, PC 21-11

EXHIBIT A

Legal Description of the Property

Parcel 1:

Lots 1, 2 and 3 in Red Top Plaza, Being a Subdivision in the East 1/2 of Section 28, Township 44 North, Range 11 East of the Third Principal Meridian, According to the Plat Thereof Recorded July 16, 1984 as Document Number 2296364, in Lake County, Illinois.

Parcel 2:

Easements for Parking, Driveways and Pedestrian Walkways for the Benefit of the Lots in Parcel 1 Over the Lots in Parcel 1 as Set Forth in Declaration of Unified Driveway and Parking Easements Recorded February 23, 1983 as Document Number 2199771, as Modified by Supplemental Declaration of Easements Recorded August 6, 1984 as Document Number 2301500, in Lake County, Illinois.

Parcel 3:

Easement for the Benefit of Parcel 1, Taken as a Tract, for Ingress and Egress over “Extension Driveways” to Artaius Parkway over Lots 2 and 3 in Artaius Subdivision Number 2, Being a Subdivision of Part of the Southwest 1/4 of Section 27 and Part of the Southeast 1/4 of Section 28, Township 44 North, Range 11 East of the Third Principal Meridian, According to the Plat Thereof Recorded August 6, 1979 as Document 2012025, Said Easement Created by Instrument Recorded October 15, 1980 as Document 2083755 and First Amendment Thereto Recorded April 7, 1986 as Document 2432045, in Lake County, Illinois.

Address: 1354 S. Milwaukee Avenue, Libertyville, Illinois

P.I.N.: 11-28-211-005

EXCERPTS FROM APPEARANCE REVIEW COMMISSION AND PLAN COMMISSION MEETING MINUTES

April 19, 2021, Appearance Review Commission Meeting Minutes

**ARC 21-15 Melissa Jeong, Authorized Agent for SUP II Red Top Plaza, LLC
1354 S. Milwaukee Avenue**

Request is for new signage.

Ms. Melissa Jeong, authorized agent for SUP II Red Top Plaza, LLC, presented the proposed signage for 1354 S. Milwaukee Avenue. Ms. Jeong stated the proposal is for Ki Tae Kwon Do in Red Top Plaza. Ms. Jeong stated she reviewed Staff Comments and indicated she has no issues with having the individual letters fastened to the building. Ms. Jeong stated the smaller sign on the street will have red lettering and an opaque background. Chairman Robbins noted he has a black/white image and questioned the color of the signage. Ms. Jeong stated the logos would be black/white and the letters will be red. Chairman Robbins confirmed the returns on the side of the red letters will be red and the returns on the side of the black logos will be black.

Commissioner Flader made a motion, seconded by Commissioner Burger, to recommend the Plan Commission/Zoning Board of Appeals approve the application for new signage at 1354 S. Milwaukee Avenue, in accordance with the plans submitted.

Motion carried 4 - 0.

Draft May 24, 2021, Plan Commission Meeting Minutes

**PC 21-11 KI Tae Kwon Do, Applicant
1354 S. Milwaukee Avenue**

Request is for a Special Use Permit for a Sports and Recreation Instruction Facility in order to allow KI Tae Kwon Do, a martial arts instruction school, to occupy a commercial tenant space located in the Red Top Plaza Shopping Center in a C-4, Shopping Center Commercial District.

Ms. Melissa Jeong, 21864 West Bayhill Court, Mundelein, petitioner for KI Tae Kwon Do, introduced the request for a Special Use Permit. She stated that the proposed location at 1354 S. Milwaukee Avenue in the Red Top Plaza Shopping Center will make an excellent location for their Tae Kwon Do martial arts studio. She stated that their program is tailored for children and families. She stated that they have been at their Mundelein location for 20 years. She stated that the proposed tenant space in the Red Top Plaza Shopping Center is approximately 2,500 square feet in floor area size.

Commissioner Pyter stated that he supports the request for the Special Use Permit.

Commissioner Steffe stated that he has no concerns.

Commissioner Oakley stated that he has no questions and this is a nice addition to the shopping center.

Commissioner Flores stated that this is a good location for the applicant.

Commissioner Schultz stated that he has no concerns and that he welcomes the applicant to the Village.

Chairman Moore asked the petitioner if they are ready for the Plan Commission to render their recommendation to the Village Board. Ms. Jeong stated that she is ready for the Plan Commission to vote for their request.

In the matter of PC 21-11, Commissioner Steffe moved, seconded by Commissioner Pyter, to recommend that the Village Board of Trustees approve a Special Use Permit for a Sports and Recreation Instruction Facility in order to allow KI Tae Kwon Do, a martial arts instruction school, to occupy a commercial tenant space located in the Red Top Plaza Shopping Center in a C-4, Shopping Center Commercial District, in accordance with the plans submitted.

Motion carried 6 - 0.

Ayes: Moore, Flores, Oakley, Pyter, Steffe, Schultz

Nays: None

Absent: None

**VILLAGE BOARD AGENDA SUPPLEMENT**

Meeting Date: June 8, 2021

Agenda Item: Consideration of An Ordinance Providing for the Issuance of \$11,095,000 Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021, of the Village of Libertyville, Lake County, Illinois, for the Purpose of Refunding Certain Outstanding Alternate Bonds of the Village, the Pledge of Certain Revenues to the Payment of Principal and Interest on Said Bonds and the Levy and Collection of a Direct Annual Tax Sufficient to Pay Such Principal and Interest if the Pledged Revenues Are Insufficient to Make Such Payment and Authorizing the Sale of Said Bonds to the Purchaser Thereof

Staff Recommendation: Approve Ordinance

Staff Contact: Nicholas A. Mostardo, Director of Finance

Background: On April 27, 2021, the Village Board approved a lease with Libertyville Sportsplex, LLC/Canlan Sports to operate the Indoor Sports Complex. The approval of the operating lease for the Sports Complex requires the Village to redeem outstanding tax-exempt bonds associated with the Indoor Sports Complex facility. This is due to IRS regulations that prohibit a private operator from leasing a facility funded with tax exempt debt. In acknowledgment of these requirements, the Village Board adopted Ordinance 21-0-28 on April 27, 2021 authorizing Village staff to take action to provide for a timely redemption of outstanding Sports Complex tax exempt bonds and issuance of taxable obligations. As noted in prior public meeting materials, this refunding will not extend the maturity date of the outstanding Sports Complex debt.

On June 8, 2021, a competitive bond sale was facilitated by the Village's financial advisor, Speer Financial. Mark Jeretina, Vice President with Speer Financial, will be in attendance at the Village Board meeting to discuss the results of the sale.

Staff recommends approval of the attached ordinance providing for the issuance of taxable general obligation refunding bonds (alternate revenue source), Series 2021.

VILLAGE OF LIBERTYVILLE

ORDINANCE 21-O-

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF \$11,095,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE REVENUE SOURCE), SERIES 2021, OF THE VILLAGE OF LIBERTYVILLE, LAKE COUNTY, ILLINOIS, FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING ALTERNATE BONDS OF THE VILLAGE, THE PLEDGE OF CERTAIN REVENUES TO THE PAYMENT OF PRINCIPAL AND INTEREST ON SAID BONDS AND THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX SUFFICIENT TO PAY SUCH PRINCIPAL AND INTEREST IF THE PLEDGED REVENUES ARE INSUFFICIENT TO MAKE SUCH PAYMENT AND AUTHORIZING THE SALE OF SAID BONDS TO THE PURCHASER THEREOF

Adopted by the
President and Board of Trustees
of
the Village of Libertyville
Lake County, Illinois
This 8th day of June, 2021.

Published in pamphlet form by
Direction and authority of the
Village of Libertyville
Lake County, Illinois
This 9th day of June, 2021.

ORDINANCE NO. 21-O-

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF \$11,095,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE REVENUE SOURCE), SERIES 2021, OF THE VILLAGE OF LIBERTYVILLE, LAKE COUNTY, ILLINOIS, FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING ALTERNATE BONDS OF THE VILLAGE, THE PLEDGE OF CERTAIN REVENUES TO THE PAYMENT OF PRINCIPAL AND INTEREST ON SAID BONDS AND THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX SUFFICIENT TO PAY SUCH PRINCIPAL AND INTEREST IF THE PLEDGED REVENUES ARE INSUFFICIENT TO MAKE SUCH PAYMENT AND AUTHORIZING THE SALE OF SAID BONDS TO THE PURCHASER THEREOF

WHEREAS, the Village of Libertyville, Lake County, Illinois (the "*Village*"), is a duly organized and existing municipality incorporated and existing under the provisions of the laws of the State of Illinois (the "*State*") and is now operating under the provisions of the Illinois Municipal Code, as amended; and

WHEREAS, the Village has entered into an agreement (the "*Lease Agreement*") to lease the Libertyville Sports Complex (the "*Sports Complex*") to Libertyville Sports Complex LLC (the "*Company*"); and

WHEREAS, pursuant to the Lease Agreement, which has an initial term expiring on June 30, 2023, the Company will operate the Sports Complex, which is scheduled to reopen on July 1, 2021, and will pay the Village rent in the amount of \$20,000 per month (beginning in December 2021) (the "*Sports Complex Revenues*"); and

WHEREAS, the Lease Agreement also provides the Company with the option to purchase the Sports Complex during the term of the Lease Agreement at the price of \$3,750,000; and

WHEREAS, if the Company exercises the option to purchase the Sports Complex, the Lease Agreement will terminate, as will the obligation of the Company to pay rent to the Village with

respect to the Sports Complex, at which time, the Village will no longer receive any Sports Complex Revenues; and

WHEREAS, the purchase and construction of the Sports Complex was originally financed with the Village's municipal bonds, a portion of which were refinanced through the issuance of tax-exempt municipal bonds of the Village, specifically the Village's General Obligation Refunding Alternate Bonds, Series 2010A (the "*Prior Bonds*"), which are currently outstanding in the principal amount of \$11,045,000 and are now subject to optional redemption on any date prior to maturity; and

WHEREAS, the President and Board of Trustees of the Village (the "*Board*") has determined that it is advisable, necessary and in the best interests of the Village to refund (the "*Refunding*") the Prior Bonds (the Prior Bonds to be refunded being referred to herein as the "*Refunded Bonds*"), in order to achieve debt service savings for the Village and preclude any potential tax issues in connection with the Prior Bonds stemming from the use of the Sports Complex by the Company; and

WHEREAS, the Refunded Bonds are presently outstanding and unpaid and are binding and subsisting legal obligations of the Village; and

WHEREAS, the estimated cost of the Refunding, including legal, financial, bond discount, printing and other expenses is not more than \$11,095,000, and there are insufficient funds on hand and lawfully available to pay the costs of the Refunding; and

WHEREAS, the Local Government Debt Reform Act, as amended (the "*Debt Reform Act*"), provides that alternate bonds can be issued to refund alternate bonds without meeting any of the provisions and requirements of Section 15 of the Debt Reform Act provided that the term of the refunding alternate bonds is not longer than the term of the refunded bonds and that the debt service

payable in any year on the refunding alternate bonds does not exceed the debt service payable in such year on the refunded bonds (the “*Refunding Conditions*”); and

WHEREAS, the Board has heretofore, and it is hereby expressly, determined that the Refunding Conditions will be met and accordingly, alternate bonds, being hereinafter defined as the “*Bonds*” can be issued to pay the costs of the Refunding; and

WHEREAS, the Bonds to be issued will be payable from the Pledged Revenues and the Pledged Taxes, both as hereinafter defined; and

WHEREAS, the Bonds will be issued on a parity with the Village’s outstanding Taxable General Obligation Refunding Alternate Bonds (Alternate Revenue Source), Series 2010B (the “*Prior Alternate Bonds*”), with respect to the Pledged Revenues; and

WHEREAS, the bond ordinance authorizing the Prior Alternate Bonds (the “*Prior Bond Ordinance*”) permits the issuance of additional alternate bonds on a parity with the Prior Alternate Bonds provided that the requirements of the Debt Reform Act for the issuance of alternate bonds payable from the Pledged Revenues shall have been met; and

WHEREAS, the Board has determined that, in order to pay the costs of the Refunding, it is necessary and in the best interests of the Village to borrow \$11,095,000 at this time and issue the Bonds; and

WHEREAS, the Property Tax Extension Limitation Law of the State of Illinois, as amended (the “*Limitation Law*”), imposes certain limitations on the “aggregate extension” of certain property taxes levied by the Village, but provides that the definition of “aggregate extension” applicable to the Village contained in Section 18-185 of the Limitation Law does not include “extensions made for payments of principal and interest on bonds issued under Section 15 of the [Debt Reform Act]”; and

WHEREAS, the Board does hereby find and determine that the Bonds will be issued under Section 15 of the Debt Reform Act; and

WHEREAS, the County Clerk of The County of Lake, Illinois (the “*County Clerk*”), is therefore authorized to extend and collect said tax so levied for the payment of the Bonds without limitation as to rate or amount; and

WHEREAS, in accordance with their terms, the Refunded Bonds may be called for redemption in advance of their maturity, and it is necessary and desirable to make such call for the redemption of the Refunded Bonds on July 26, 2021, and provide for the giving of proper notice to the registered owners of the Refunded Bonds:

NOW THEREFORE BE IT ORDAINED by the President and Board of Trustees of the Village of Libertyville, Lake County, Illinois, as follows:

Section 1. Definitions. The following words and terms used in this Ordinance shall have the following meanings unless the context or use clearly indicates another or different meaning is intended.

A. The following terms are defined in the preambles:

Board
Company
County Clerk
Debt Reform Act
Lease Agreement
Limitation Law
Prior Alternate Bonds
Prior Bond Ordinance
Prior Bonds
Refunded Bonds
Refunding
Refunding Conditions
Sports Complex
Sports Complex State Revenues
Village

B. The following terms are defined as hereinafter set forth, to wit:

“Additional Bonds” means any Alternate Bonds issued in the future on a parity with and sharing ratably and equally in the Pledged Revenues with the Bonds.

“Alternate Bonds” means any bonds issued as alternate bonds under and pursuant to the provisions of the Debt Reform Act and payable from the Pledged Revenues, and includes, expressly, the Bonds.

“Bond” or *“Bonds”* means one or more, as applicable, of the \$11,095,000 Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021, authorized to be issued by this Ordinance.

“Bond Fund” means the Alternate Bond and Interest Fund of 2021 established hereunder and further described in Section 12 of this Ordinance.

“Bond Registrar” means Amalgamated Bank of Chicago, Chicago, Illinois, or a successor thereto or successor designated hereunder, in its capacity as bond registrar and paying agent hereunder.

“Dated Date” means June 24, 2021.

“Fiscal Year” means that twelve-calendar month period beginning on the first day of May of any calendar year and ending on the last day of April of the next calendar year, or any other year designated as the Fiscal Year of the Village.

“Outstanding” when used with reference to the Bonds and Additional Bonds means any of those bonds which are outstanding and unpaid; *provided, however*, such term shall not include any one or more of such bonds (i) which have matured and for which moneys are on deposit with proper paying agents or are otherwise sufficiently available to pay all principal or redemption price thereof and interest thereon or (ii) the provision for payment of which has been made by the Village by the deposit in an irrevocable trust or escrow of funds or direct, full faith and credit obligations of the United States of America, the principal of and interest on which will be sufficient to pay at maturity or as called for redemption all the principal or redemption price of and interest on the Bonds or Additional Bonds.

“Pledged Moneys” means, together, the Pledged Revenues and the Pledged Taxes.

“Pledged Revenues” means (i) the Sports Complex Revenues and (ii) the Village’s receipt of Sales Taxes.

“Pledged Taxes” means the ad valorem taxes levied upon all of the taxable property in the Village without limitation as to rate or amount, pledged hereunder by the Village as security for the Bonds.

“President” means the President of the Village.

“Sales Tax” shall mean taxes imposed by the State pursuant to the Use Tax Act, the Service Use Tax Act, the Service Occupation Tax Act and the Retailer’s Occupation Tax Act, each as supplemented and amended from time to time, or substitute taxes therefor as provided by the State in the future.

“Treasurer” means the Treasurer of the Village.

“Village Clerk ” means the Village Clerk of the Village.

Section 2. Incorporation of Preambles. The Board hereby finds that the recitals contained in the preambles to this Ordinance are true, correct and complete and does hereby incorporate them into this Ordinance by this reference.

Section 3. Determination to Issue Bonds. It is necessary and in the best interests of the Village for the Village to undertake the Refunding and to issue the Bonds to enable the Village to pay the costs thereof.

Section 4. Authorization. It is hereby found and determined that the Board has been authorized by law to borrow the sum of \$11,095,000 upon the credit of the Village and as evidence of such indebtedness to issue the Bonds to said amount, the proceeds of the Bonds to be used for the Refunding, and that it is necessary to borrow \$11,095,000 of said authorized sum and issue Bonds in evidence thereof.

Section 5. Bond Details. There be borrowed by for and on behalf of the Village the sum of \$11,095,000 for the purpose aforesaid, and that the Bonds of the Village shall be issued in said amount and shall be designated “Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021”. The Bonds shall be dated June 24, 2021, and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$5,000 each or authorized integral multiples thereof (but no single Bond shall represent installments of principal maturing on more than one date), and shall be numbered 1 and upward. The Bonds shall become due and payable (subject to prior redemption as hereinafter set forth) on December 15 of each of the years, in the amounts and bearing interest per annum as follows:

YEAR OF MATURITY	PRINCIPAL AMOUNT	RATE OF INTEREST
2021	\$ 815,000	1.50%
2022	960,000	1.50%
2023	980,000	1.50%
2024	995,000	1.50%
2025	1,010,000	1.50%
2026	1,030,000	1.50%
2027	1,045,000	1.50%
2028	1,400,000	1.50%
2029	1,425,000	1.70%
2030	1,435,000	1.80%

The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 15 and December 15 of each year, commencing on December 15, 2021. Interest on each Bond shall be paid by check or draft of Amalgamated Bank of Chicago, Chicago, Illinois, as bond registrar and paying agent (the “*Bond Registrar*”), payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the 1st day of the month of the interest payment date. The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the principal corporate trust office of the Bond Registrar.

The Bonds shall be executed on behalf of the Village by the manual or facsimile signature of the President and attested by the manual or facsimile signature of the Village Clerk, as they shall determine, and the seal of the Village shall be affixed thereto or printed thereon. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar as authenticating agent of the Village for the Bonds and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 6. Registration of Bonds; Persons Treated as Owners. (a) General. The Village shall cause books (the “*Bond Register*”) for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the principal corporate trust office of the Bond Registrar, which is hereby constituted and appointed the registrar of the Village for the Bonds. The Village is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the Village for use in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by, the registered owner or his or her attorney duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of other

authorized denominations. The execution by the Village of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond, *provided, however*, the principal amount of Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 1st day of the month of any interest payment date on such Bond and ending at the opening of business on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the Village or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

(b) *Global Book-Entry System.* The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds determined as described in Section 5 hereof. Upon initial issuance, the ownership of each such Bond may be registered in the Bond Register in the name of Cede & Co., or any successor thereto ("*Cede*"), as

nominee of The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). In such event, all of the Bonds shall be registered in the Bond Register in the name of Cede, as nominee of DTC, except as hereinafter provided. Any officer of the Village who is a signatory on the Bonds is authorized to execute and deliver, on behalf of the Village, such letters to or agreements with DTC as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the “*Representation Letter*”), which Representation Letter may provide for the payment of principal of or interest on the Bonds by wire transfer.

With respect to Bonds registered in the Bond Register in the name of Cede, as nominee of DTC, the Village and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a “*DTC Participant*”) or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Village and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to the principal of or interest on the Bonds. The Village and the Bond Registrar may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes

whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Village's obligations with respect to payment of the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as shown in the Bond Register, shall receive a Bond evidencing the obligation of the Village to make payments of principal and interest with respect to any Bond. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions in Section 5 hereof with respect to the payment of interest to the registered owners of Bonds at the close of business on the 1st day of the month of the applicable interest payment date, the name "Cede" in this Ordinance shall refer to such new nominee of DTC.

In the event that (i) the Village determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the Village, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the Village determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Village shall notify DTC and DTC Participants of the availability through DTC of certificated Bonds and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede, as nominee of DTC. At that time, the Village may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the Village, or such depository's agent or designee, and if the Village does not select such alternate universal book-entry system, then the Bonds may be registered in whatever name or names

registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 6(a) hereof.

Notwithstanding any other provisions of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the name provided in the Representation Letter.

Section 7. Redemption. (a) Optional Redemption. The Bonds due on December 15, 2029, and December 15, 2030, shall be subject to redemption prior to maturity at the option of the Village as a whole or in part in integral multiples of \$5,000 in any order of their maturity as determined by the Village (less than all of the Bonds of a single maturity to be selected by the Bond Registrar), on December 1, 2028, and on any date thereafter, at the redemption price of par plus accrued interest to the redemption date.

(b) *General.* The Bonds shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof. The Village shall, at least forty-five (45) days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond Registrar of such redemption date and of the principal amount and maturity or maturities of Bonds to be redeemed. For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar from the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall make such selection upon the earlier of the irrevocable deposit of funds

with an escrow agent sufficient to pay the redemption price of the Bonds to be redeemed or the time of the giving of official notice of redemption.

The Bond Registrar shall promptly notify the Village in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Section 8. Redemption Procedure. Unless waived by any holder of Bonds to be redeemed, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the Village by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,
- (4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,
- (5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Bond Registrar, and
- (6) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed at the option of the Village shall have been received by the Bond Registrar prior to the giving of such

notice of redemption, such notice may, at the option of the Village, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Village shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Bonds will not be redeemed. Otherwise, prior to any redemption date, the Village shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered holder a new Bond or Bonds of the same maturity in the amount of the unpaid principal.

If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

Section 9. Form of Bond. The Bonds shall be in substantially the following form; *provided, however,* that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] and the legend, “See Reverse Side for Additional Provisions”, shall be omitted and paragraph [6] and the paragraphs thereafter, as appropriate, shall be inserted immediately after paragraph [1]:

[FORM OF BOND - FRONT SIDE]

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF LAKE

VILLAGE OF LIBERTYVILLE

**TAXABLE GENERAL OBLIGATION REFUNDING BOND
(ALTERNATE REVENUE SOURCE), SERIES 2021**

See Reverse Side for
Additional Provisions

Interest Rate: _____% Maturity Date: December 15, 20__ Dated Date: June 24, 2021 CUSIP: _____

Registered Owner: CEDE & CO.

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS that the Village of Libertyville, Lake County, Illinois, a municipality and political subdivision of the State of Illinois (the “*Village*”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above, and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid, at the Interest Rate per annum identified above, such interest to be payable semiannually thereafter on June 15 and December 15 of each year, commencing December 15, 2021, until the Principal Amount is paid. The Principal Amount of this Bond is payable in lawful money of the United States of America upon presentation at the principal corporate trust office of Amalgamated Bank of Chicago, Chicago, Illinois, as bond registrar and paying agent (the “*Bond Registrar*”).

Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by the Bond Registrar at the close of business on the 1st day of the month of each interest payment date and shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar. For the prompt payment of this Bond, both principal and interest at maturity, the full faith, credit and resources of the Village are hereby irrevocably pledged.

[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuance of this Bond have been done and have happened and have been performed in regular and due form of law; that the indebtedness of the Village, including the issue of Bonds of which this is one, does not exceed any limitation imposed by law; that provision has been made for the collection of the Pledged Revenues (as hereinafter defined), the levy and collection of the Pledged Taxes (as hereinafter defined), and the segregation of all Pledged Moneys (as hereinafter defined) to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity.

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[5] IN WITNESS WHEREOF, the Village of Libertyville, Lake County, Illinois, by its Board, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its President and attested by the manual or duly authorized facsimile signature of its Village Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

SPECIMEN

President, Village of Libertyville,
Lake County, Illinois

ATTEST:

SPECIMEN

Village Clerk, Village of Libertyville
Lake County, Illinois

[SEAL]

Date of Authentication: _____, 2021

CERTIFICATE
OF
AUTHENTICATION

Bond Registrar and Paying Agent:
Amalgamated Bank of Chicago
Chicago, Illinois

This Bond is one of the Bonds described in the within mentioned ordinance and is one of the Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021, of the Village of Libertyville, Lake County, Illinois.

AMALGAMATED BANK OF CHICAGO,
as Bond Registrar

By _____
SPECIMEN
Authorized Officer

[FORM OF BOND - REVERSE SIDE]

VILLAGE OF LIBERTYVILLE

LAKE COUNTY, ILLINOIS

**TAXABLE GENERAL OBLIGATION REFUNDING BOND
(ALTERNATE REVENUE SOURCE), SERIES 2021**

[6] This Bond is one of a series of bonds issued by the Village to refund certain outstanding alternate bonds of the Village, pursuant to and in all respects in full compliance with the Local Government Debt Reform Act (the “*Debt Reform Act*”) and the Illinois Municipal Code (the “*Municipal Code*”), each as supplemented and amended. The Bonds are issued pursuant to a bond ordinance passed by the President and Board of Trustees of the Village on the 8th day of June, 2021 (the “*Ordinance*”), to which reference is hereby expressly made for further definitions and terms and to all the provisions of which the Registered Owner by the acceptance of this Bond assents.

[7] The Bonds are payable (a) together with the Village’s outstanding Taxable General Obligation Alternate Bonds, Series 2010B, from (i) revenues from the Libertyville Sports complex and (ii) the Village’s receipt of Sales Taxes, as defined in the Ordinance (the “*Pledged Revenues*”), and (b) from ad valorem property taxes levied upon all taxable property in the Village without limitations as to rate or amount (the “*Pledged Taxes*” and, together with the Pledged Revenues, the “*Pledged Moneys*”). The Village reserves the right to issue additional alternate bonds without limit from time to time payable from the Pledged Revenues, and any such additional alternate bonds shall share ratably and equally in the Pledged Revenues with the Bonds; *provided, however*, that no additional alternate bonds shall be issued except in accordance with the provisions of the Debt Reform Act.

[8] This Bond does not and will not constitute an indebtedness of the Village within the meaning of any constitutional or statutory provision or limitation, unless the Pledged Taxes shall

be extended pursuant to the general obligation, full faith and credit promise supporting the Bonds, in which case the amount of the Bonds then Outstanding (as defined in the Ordinance) shall be included in the computation of indebtedness of the Village for purposes of all statutory provisions or limitations until such time as an audit of the Village shall show that the Bonds shall have been paid from the Pledged Revenues for a complete Fiscal Year.

[9] Bonds of the issue of which this Bond is one due on December 15, 2029, and December 15, 2030, are subject to redemption prior to maturity at the option of the Village as a whole, or in part in integral multiples of \$5,000 in any order of their maturity as determined by the Village (less than all the Bonds of a single maturity to be selected by lot by the Bond Registrar), on December 15, 2028, and on any date thereafter, at the redemption price of par plus accrued interest to the redemption date.

[10] Notice of any such redemption shall be sent by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books of the Village maintained by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar. When so called for redemption, this Bond will cease to bear interest on the specified redemption date, *provided* funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be Outstanding.

[11] This Bond is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar in Chicago, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[12] The Bonds are issued in fully registered form in the denomination of \$5,000 each or authorized integral multiples thereof. This Bond may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms set forth in the Ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 1st day of the month next preceding any interest payment date on such Bond and ending at the opening of business on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

[13] The Village and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the Village nor the Bond Registrar shall be affected by any notice to the contrary.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assign, and transfers unto _____

Here insert Social Security Number,
Employer Identification Number or
other Identifying Number

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 10. Sale of Bonds. The Bonds shall be executed as in this Ordinance provided as soon after the passage hereof as may be, shall be deposited with the Treasurer, and shall be by the Treasurer delivered to Fifth Third Securities Inc., Cincinnati, Ohio, the purchaser thereof (the “*Purchaser*”), upon receipt of the purchase price therefor, the same being \$11,207,704.65; the contract for the sale of the Bonds, the same being the executed bid form (the “*Purchase Contract*”), heretofore entered into is in all respects ratified, approved and confirmed, it hereby found and determined that the Bonds have been sold at such price and bear interest at such rates that neither the true interest cost (yield) nor the net interest rate received upon such sale exceed the maximum rate otherwise authorized by State law, and the officers of the Village designated in the Purchase Contract are authorized and directed to execute the Purchase Contract on behalf of the Village, it being hereby declared that, to the best of the knowledge and belief of the Board, after due inquiry, no person holding any office of the Village, either by election or appointment, is in any manner financially interested, either directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement (the “*Official Statement*”) relating to the Bonds is hereby ratified, approved and authorized; the execution and delivery of the Official Statement is hereby authorized; and the officers of the Village are hereby authorized to take any action as may be required on the part of the Village to consummate the transactions contemplated by the Purchase Contract, this Ordinance, said Preliminary Official Statement, the Official Statement and the Bonds.

Section 11. Treatment of Bonds as Debt. The Bonds shall be payable from the Pledged Moneys and do not and shall not constitute an indebtedness of the Village within the meaning of any constitutional or statutory limitation, unless the Pledged Taxes shall be extended pursuant to the general obligation, full faith and credit promise supporting the Bonds, as set forth in Section 13 hereof, in which case the amount of the Bonds then Outstanding shall be included in the

computation of indebtedness of the Village for purposes of all statutory provisions or limitations until such time as an audit of the Village shall show that the Bonds have been paid from the Pledged Revenues for a complete Fiscal Year, in accordance with the Debt Reform Act.

Section 12. Bond Fund. There is hereby created a special fund of the Village known as the “*Alternate Bond and Interest Fund of 2021*” (the “*Bond Fund*”), which fund is hereby irrevocably pledged to and shall be used only for the purpose of paying the principal of and interest on the Bonds. The Pledged Revenues and the Pledged Taxes shall be set aside as collected and deposited into the Bond Fund, which is a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the Village by this Ordinance. The Bonds are secured by the pledge of all moneys in the Bond Fund, and such pledge is irrevocable until the Bonds have been paid in full or the obligations of the Village are discharged under this Ordinance.

There are hereby created two accounts in the Bond Fund, designated as the Pledged Revenues Account and as the Pledged Taxes Account. All Pledged Revenues to be applied to the payment of the Bonds shall be deposited to the credit of the Pledged Revenues Account. Deposits of Pledged Revenues into the Pledged Revenues Account shall be on a parity with deposits of Pledged Revenues into the bond fund established for repayment of the Prior Alternate Bonds. All Pledged Taxes shall be deposited to the credit of the Pledged Taxes Account. Pledged Taxes on deposit to the credit of the Pledged Taxes Account shall be fully spent to pay the principal of and interest on the Bonds prior to use of any moneys on deposit in the Pledged Revenues Account.

Section 13. Pledged Taxes; Tax Levy. For the purpose of providing necessary funds to pay the principal of and interest on the Bonds, and as provided in Section 15 of the Debt Reform Act, there is hereby levied upon all of the taxable property within the Village, in the years for which any of the Bonds are Outstanding, a direct annual tax in amounts sufficient for that purpose, and there be and there hereby is levied upon all of the taxable property in the Village the following direct annual taxes (the “*Pledged Taxes*”):

FOR THE YEAR

A TAX SUFFICIENT TO PRODUCE THE SUM OF:

2021	\$1,121,355.00	for interest and principal up and including December 15, 2022
2022	\$1,126,955.00	for interest and principal
2023	\$1,127,255.00	for interest and principal
2024	\$1,127,330.00	for interest and principal
2025	\$1,132,180.00	for interest and principal
2026	\$1,131,730.00	for interest and principal
2027	\$1,471,055.00	for interest and principal
2028	\$1,475,055.00	for interest and principal
2029	\$1,460,830.00	for interest and principal

Interest or principal coming due at any time when there are insufficient funds on hand from the Pledged Moneys to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Pledged Moneys herein pledged and levied; and when the Pledged Moneys shall have been collected, reimbursement shall be made to said funds in the amount so advanced.

Subject to the provisions of Section 15 hereof, the Village covenants and agrees with the purchasers and the owners of the Bonds that so long as any of the Bonds remain Outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to collect the Pledged Revenues or to levy and collect the Pledged Taxes. The Village and its officers will comply with all present and future applicable laws in order to assure that the Pledged Revenues will be available and that the Pledged Taxes will be levied, extended and collected as provided herein and deposited in the Bond Fund.

Section 14. Filing with County Clerk. After this Ordinance becomes effective, a copy hereof, certified by the Village Clerk, shall be filed with the County Clerk. The County Clerk shall in and for each of the years required ascertain the rate percent required to produce the aggregate Pledged Taxes hereinbefore provided to be levied; and the County Clerk shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the Village

for general corporate purposes of the Village; and the County Clerk, or other appropriate officer or designee, shall remit the Pledged Taxes for deposit to the credit of the Bond Fund; and in said years the Pledged Taxes shall be levied and collected by and for and on behalf of the Village in like manner as taxes for general municipal purposes of the Village for said years are levied and collected, and in addition to and in excess of all other taxes. The Pledged Taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying principal of and interest on the Bonds.

Section 15. Abatement of Pledged Taxes. Whenever the Pledged Revenues or other lawfully available funds are available to pay any principal of or interest on the Bonds when due, so as to enable the abatement of the Pledged Taxes levied for the same, the Board or the officers of the Village acting with proper authority will direct the deposit of such Pledged Revenues and such funds into the Bond Fund. The Board will direct the abatement of the Pledged Taxes by the amount of such deposit, and proper notification of such abatement will be filed with the County Clerk, in a timely manner to effect such abatement. There are no Pledged Taxes for levy year 2020; such applicable debt service shall be paid from the Pledged Revenues.

Section 16. Pledged Revenues; General Covenants. The Village covenants and agrees with the holders of the Bonds that, so long as any Bonds remain Outstanding:

A. The Pledged Revenues are hereby pledged to the payment of the Alternate Bonds; and the Board covenants and agrees to provide for, collect and apply the Pledged Revenues to the payment of the Bonds and the Prior Alternate Bonds as are from time to time Outstanding and the provision of not less than an additional 0.25 times debt service thereon, all in accordance with Section 15 of the Debt Reform Act.

B. The Village will punctually pay or cause to be paid from the Bond Fund the principal of, interest on and premium, if any, to become due in respect to the Bonds in strict conformity with the terms of the Bonds and this Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements thereof.

C. The Village will pay and discharge, or cause to be paid and discharged, from the Bond Fund any and all lawful claims which, if unpaid, might become a lien or charge

upon the Pledged Moneys, or any part thereof, or upon any such funds in the hands of the Bond Registrar, or which might impair the security of the Bonds. Nothing herein contained shall require the Village to make any such payment so long as the Village in good faith shall contest the validity of said claims.

D. The Village will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Village, in which complete and correct entries shall be made of all transactions relating to the Refunding, the Pledged Moneys and the Bond Fund. Such books of record and accounts shall at all times during business hours be subject to the inspection of the holders of not less than ten per cent (10%) of the principal amount of the Bonds or their representatives authorized in writing.

E. The Village will preserve and protect the security of the Bonds and the rights of the registered owners of the Bonds, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of the Bonds by the Village, the Bonds shall be incontestable by the Village.

F. The Village will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance and the Prior Bond Ordinance, and for the better assuring and confirming unto the holders of the Bonds of the rights and benefits provided in this Ordinance.

G. As long as any Bonds are Outstanding, the Village will continue to deposit the Pledged Revenues and, if necessary, the Pledged Taxes into the Bond Fund. The Village covenants and agrees with the purchasers of the Bonds and with the registered owners thereof that so long as any Bonds remain Outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to collect the Pledged Revenues or the levy the Pledged Taxes. The Village and its officers will comply with all present and future applicable laws in order to assure that the Pledged Taxes can be levied and extended and that the Pledged Revenues and the Pledged Taxes may be collected and deposited into the Bond Fund, as provided herein.

H. Once issued, the Bonds shall be and forever remain until paid or defeased the general obligation of the Village, for the payment of which its full faith and credit are pledged, and shall be payable, in addition to the Pledged Revenues, from the levy of the Pledged Taxes as provided in the Debt Reform Act.

Section 17. Additional Bonds. The Village reserves the right to issue additional bonds from time to time payable from the Pledged Revenues, and any such additional bonds shall share ratably and equally in the Pledged Revenues with the Bonds; provided, however, that no additional bonds shall be issued except in accordance with the provisions of the Debt Reform Act.

Section 18. Use of Bond Proceeds; Call of the Refunded Bonds. The principal proceeds of the Bonds are hereby appropriated to pay the costs of issuance of the Bonds and for the purpose of paying the cost of the Refunding, and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited with The Bank of New York Mellon Trust Company, National Association, Chicago, Illinois, as paying agent for the Prior Bonds (the “*Prior Paying Agent*”).

In accordance with the redemption provisions of the ordinance authorizing the issuance of the Prior Bonds, the Village by the Board does hereby make provision for the payment of and does hereby call (subject only to the delivery of the Bonds) the Refunded Bonds for redemption on July 26, 2021.

At the time of the issuance of the Bonds, the costs of issuance of the Bonds may be paid by the Purchaser or the Bond Registrar, on behalf of the Village from the proceeds of the Bonds.

Section 19. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

Section 20. Duties of Bond Registrar. If requested by the Bond Registrar, the President and Village Clerk are authorized to execute the Bond Registrar’s standard form of agreement between the Village and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of the Bonds as provided herein;
- (d) to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer;

(e) to furnish the Village at least annually a certificate with respect to Bonds cancelled and/or destroyed; and

(f) to furnish the Village at least annually an audit confirmation of Bonds paid, Bonds Outstanding and payments made with respect to interest on the Bonds.

Section 21. This Ordinance a Contract. The provisions of this Ordinance shall constitute a contract between the Village and the owners of the Bonds. All covenants relating to the Bonds and the conditions and obligations imposed by Section 15 of the Debt Reform Act are enforceable by any holder of the Bonds affected, any taxpayer of the Village and the People of the State acting through the Attorney General or any designee.

Section 22. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

Section 23. Superseder and Effective Date. All ordinances, resolutions, and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage and approval.

ADOPTED: June 8, 2021

AYES: _____

NAYS: _____

ABSENT: _____

Approved: June 8, 2021

President, Village of Libertyville,
Lake County, Illinois

ATTEST:

Village Clerk, Village of Libertyville,
Lake County, Illinois

Recorded in the Village Records on June 8, 2021.



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	June 8, 2021
Agenda Item:	Consideration of an Ordinance Approving a Fourth Amendment to a Purchase and Sale Agreement Regarding 1800 and 1950 N. U.S. Highway 45
Staff Recommendation:	Approve Ordinance
Staff Contact:	John P. Spoden, Director of Community Development

Background: The attached ordinance would approve a fourth amendment to the purchase-and-sale agreement for the sale of a portion of the Sports Complex property at Peterson Road and Highway 45.

In June 2018, the Village entered into an agreement with Paragon Real Estate, LLC, for the sale of a portion of the Sports Complex property at Peterson Road and Highway 45. In February 2020, the agreement was amended to bring Midwest Industrial Funds into the transaction: Paragon (through its assignee, 45Peterson LLC) would acquire and develop the parcel at the corner of the intersection with a gas station, and Midwest Industrial would acquire and develop the remainder of the property, other than the Sports Complex itself, with industrial warehouse uses. However, due to difficulty in obtaining the necessary approvals from IDOT for vehicular access to and from the corner parcel, 45Peterson is no longer able to develop the gas station as intended.

In order to allow the Midwest Industrial project to proceed, Village Staff has negotiated a fourth amendment to the purchase-and-sale agreement with 45Peterson and Midwest Industrial. The fourth amendment would remove the corner parcel from the proposed transaction, and update deadlines and requirements for the sale of the remaining property to Midwest Industrial. The amendment contemplates a closing by the end of 2021.

Staff recommends the Village Board approve the attached ordinance.

VILLAGE OF LIBERTYVILLE

ORDINANCE 21-O-__

AN ORDINANCE APPROVING A FOURTH AMENDMENT TO A PURCHASE AND SALE
AGREEMENT REGARDING 1800 AND 1950 N. U.S. HIGHWAY 45

Adopted by the
President and Board of Trustees
of
the Village of Libertyville
Lake County, Illinois
This __ day of June, 2021.

Published in pamphlet form by
Direction and authority of the
Village of Libertyville
Lake County, Illinois
This __ day of June, 2021.

ORDINANCE NO. 21-O-_____

AN ORDINANCE APPROVING A FOURTH AMENDMENT TO A PURCHASE AND SALE AGREEMENT REGARDING 1800 AND 1950 N. U.S. HIGHWAY 45

WHEREAS, the Village is the owner of that certain real property located at the address commonly known as 1800 and 1950 N. U.S. Highway 45, Libertyville, Illinois (“*Property*”); and

WHEREAS, the Village entered into a real estate purchase and sale agreement with Paragon Real Estate LLC (“*Paragon*”) for the purchase and sale of the Property, dated June 26, 2018 (“*Original Agreement*”); and

WHEREAS, the Original Agreement was amended by a first amendment, dated February 5, 2020 (“*First Amendment*”), which revised the acreage of parcels 1 and 2 of the Property and added Midwest Industrial Funds, Inc. (“*Midwest*”) as the buyer of parcels 1 and 2; a second amendment, dated June 23, 2020 (“*Second Amendment*”); and a third amendment, dated September 8, 2020 (“*Third Amendment*”) (the Original Agreement, First Amendment, Second Amendment, and Third Amendment are, collectively, the “*Agreement*”); and

WHEREAS, the Village, Midwest, and 45Peterson, LLC (“*45Peterson*”), a successor in interest and/or assignee of Paragon, desire to enter into a fourth amendment to the Agreement in order to, among other things, remove 45Peterson as a buyer under the Agreement and extend the closing date (“*Fourth Amendment*”); and

WHEREAS, the Village President and Board of Trustees have determined that approving the Fourth Amendment to the Agreement 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:

{00120769.1}

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 Fourth Amendment. The President and Board of Trustees hereby approve the Fourth 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 Fourth Amendment. The Village Administrator and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Fourth Amendment and all necessary documentation related thereto, but only upon receipt by the Village Clerk of at least one original copy of the Fourth Amendment executed by the District; provided, however, that if an executed copy of the Fourth Amendment is not received by the Village Clerk within 60 days after the effective date of this Resolution, 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: 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 June, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of June, 2021.

Donna Johnson, Village President

ATTEST:

Luke Stowe, Village Clerk

EXHIBIT A
FOURTH AMENDMENT

{00120769.1}

**FOURTH AMENDMENT TO AGREEMENT FOR THE PURCHASE AND SALE OF
REAL PROPERTY**

THIS FOURTH AMENDMENT TO AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY (this “*Fourth Amendment*”) is entered into as of the ____ day of May, 2021, by and between the **Village of Libertyville**, an Illinois municipal corporation (“*Seller*”), and **45Peterson, LLC**, an Illinois limited liability company (“*45Peterson*”) who is the successor in interest and/or assignee of **Paragon Real Estate LLC**, an Illinois limited liability company and original signor as buyer, and **Midwest Industrial Funds, Inc.**, an Illinois corporation (“*Midwest*”). 45Peterson and Midwest are individually and collectively the “*Buyer*”. Seller and Buyer are collectively the “*Parties*”.

WHEREAS, Seller and 45Peterson have entered into that certain agreement captioned “**AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY**” dated June 26, 2018 (the “*Original Agreement*”), whereby Seller agreed to sell to 45Peterson, and 45Peterson agreed to purchase from Seller, certain real property located at 1800 and 1950 N. U.S. Highway 45, Libertyville, Illinois (the “*Property*”), as more fully described in the Agreement; and

WHEREAS, the Agreement was amended by a First Amendment dated February 5, 2020 (“*First Amendment*”), which revised the acreage of Parcels 1 and 2 and added Midwest as the buyer of Parcels 1 and 2; a Second Amendment dated June 23, 2020 (“*Second Amendment*”); and a Third Amendment dated September 8, 2020 (“*Third Amendment*”) (the Original Agreement, First Amendment, Second Amendment and Third Amendment are, collectively, the “*Agreement*”); and

WHEREAS, 45Peterson and Midwest entered into that certain Project Agreement dated January 29, 2020 (“*Project Agreement*”) and that certain Agreement to Partially Assign the Agreement for the Purchase and Sale of Real Property dated July 29, 2019 (as amended from time to time, collectively the “*Assignment*”, and together with the Project Agreement, “*Buyer Agreements*”), concerning the proposed development by 45Peterson and Midwest of the Property; and

WHEREAS, Seller and Buyer now desire to amend the Agreement to, among other things, remove 45Peterson as a buyer party thereunder and to extend the Closing Date, all as provided in this Fourth Amendment;

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. **Defined Terms**. Each capitalized term used but not defined herein shall have the meaning assigned to such term in the Agreement.
2. **Recitals**. The foregoing Recitals are incorporated as though fully set forth herein.
3. **Buyer**. The term “Buyer” in the Agreement shall hereafter mean Midwest Industrial Funds, Inc., an Illinois corporation, and 45Peterson shall no longer be deemed a buyer or “Buyer” thereunder. From and after the date first set forth above, Midwest Industrial Funds, Inc., an Illinois corporation shall be the sole “Buyer” under the Agreement.

4. **Mutual Release.** Seller and Midwest hereby release 45Peterson, and 45Peterson hereby releases Seller and Midwest, from any and all claims, demands or causes of action whatsoever, including, without limitation, any and all rights, obligations, liabilities, breaches of duty or any relationship, acts, omissions, damages, costs and expenses of every type, kind, nature, description or character, arising or accruing out of or in connection with the Agreement or the Property. From and after the effective date of this Fourth Amendment, 45Peterson will have no rights or responsibilities whatsoever with respect to the Property, the Agreement, or the Buyer Agreements.

5. **Termination of Buyer Agreements.** Midwest and 45Peterson have heretofore entered into that certain Termination and Release Agreement dated May __, 2021, wherein, among other things, the Buyer Agreements were terminated and the parties thereto released from all obligations thereunder. The Parties acknowledge and agree that the Buyer Agreements have been terminated and no longer have any force or effect.

6. **Earnest Money.** 45Peterson has previously deposited \$50,000.00 as earnest money (“*Original Deposit*”) as required under the Agreement. The Original Deposit paid by 45Peterson under the Agreement, less the amount of \$5,374.10 due from 45Peterson to Seller for application fees for the Preliminary Approvals and for costs expended by Seller in connection with the Preliminary Approvals (collectively, “*Seller’s Escrow Reimbursement*”), will be returned to 45Peterson from the Escrow Agent’s escrow account. The Seller’s Escrow Reimbursement will be paid to Seller from the Escrow Agent’s escrow account. The parties hereto agree to provide any necessary documentation (i) requested by the Escrow Agent to accomplish the foregoing disbursements, and (ii) to otherwise amend the escrow agreement for said escrow account with Escrow Agent to cause 45Peterson to be removed as a party thereto (thereafter, only Seller, Midwest and the Escrow Agent will be parties to said escrow agreement). Midwest has previously deposited \$25,000.00 as earnest money as required under the Agreement, which amount shall continue to remain on deposit with Escrow Agent subject to the terms and conditions of the aforementioned modified escrow agreement.

7. **Title Company; Escrow Agent.** Notwithstanding anything to the contrary in the Agreement, the Title Company is now known as ATA Title Company, underwritten by the Chicago Title Insurance Company.

8. **Property; Removal of Parcel 3.** Parcel 3 is removed from the Agreement as a part of the Property to be transferred to Buyer, and the definition and legal description of the Property is hereby modified accordingly. The Parties agree that ownership of Parcel 3 will be retained by the Seller. Midwest acknowledges and agrees that Seller may, and will retain the unfettered and absolute right to, sell Parcel 3 to a third-party at any time and in its discretion.

9. **Resolution of Issues Related to Project.** Seller and Midwest, acting reasonably and in good faith, will work together to mutually agree upon revised deadlines and requirements with respect to any outstanding obligations of Seller and Midwest under the Agreement. Such obligations include, without limitation: (a) preparation of an updated Title Commitment and an updated Survey; (b) revised documents necessary for all required processes for issuance of the Governmental Approvals, including, without limitation, a revised Final Plat of Subdivision; (c) a reciprocal easement agreement for the Property and for adjacent real property owned by Seller; and (d) agreements for demolition, site grading, construction of utilities, and wetlands mitigation, as may be

necessary and appropriate for development of the Property. Seller and Midwest agree to meet and to negotiate in good faith, within 30 days after the Effective Date of this Fourth Amendment, a schedule for the completion of all such obligations.

10. **Closing.** The Closing Date is hereby extended to December 31, 2021, subject to further extension by written mutual agreement of Seller's Village Administrator and Midwest.

11. **Authorization.** Each of the Parties hereto represents to the other that it has the legal power, right and authority to enter into this Fourth Amendment and that the individuals executing this Fourth Amendment on behalf of each of 45Peterson, Midwest and Seller have the legal power, right and actual authority to bind 45Peterson, Midwest and Seller, respectively, to the terms and conditions hereof.

12. **Counterpart Execution.** This Fourth Amendment may be executed in one or more counterparts and delivered as .pdf or .tif attachments to electronic mail transmissions, each of which shall be deemed an original and all of which, when taken together, shall be one and the same instrument.

13. **Entire Agreement.** This Fourth Amendment, together with the Agreement, and the Buyer Agreements (as terminated by Midwest and 45Peterson), contains all of the agreements of the Parties hereto with respect to any matter covered or mentioned in this Fourth Amendment and the Agreement, and no other agreement, understanding or representation pertaining to any such matter shall be effective for any purpose.

14. **Ratification of Contract.** As amended hereby, the Agreement shall remain in full force and effect in accordance with its terms and is hereby ratified. In the event of a conflict between the Agreement and this Fourth Amendment, this Fourth Amendment shall control.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Fourth Amendment as of the date first above written.

SELLER:

Village of Libertyville, an Illinois municipal corporation

By: _____
Name: _____
Title: _____

BUYER:

MIDWEST:

Midwest Industrial Funds Inc. an Illinois corporation

By: _____
Name: _____
Title: _____

45PETERSON:

45Peterson LLC, an Illinois limited liability company

By: _____
Name: _____
Title: _____



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: June 8, 2021

Agenda Item: Consideration of a Resolution to Award a Contract for the Butler Lake Parking Lot Resurfacing Project to Chicagoland Paving Contractors, Inc.

Staff Recommendation: Approve Resolution

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

Background: The Butler Lake parking lot located along the south side of Lake Street is in need of resurfacing due to its poor condition. The lot is also directly adjacent to an existing gravel boat ramp which provides limited access for maintenance and monitoring of Butler Lake, which has significantly eroded over time. Engineering plans and construction documents were prepared to solicit competitive contractor bids for resurfacing of the existing asphalt parking lot and replacement of the existing gravel boat ramp with a new concrete boat ramp. The project will also include replacement of existing curbs and sidewalks around the lot at select locations.

Three (3) competitive contractor bids were received and opened on Friday, May 28, 2021 for the project. The bids received for the work were as follows:

Chicagoland Paving Contractors, Inc.	\$ 93,250.00
Maneval Construction Co.	\$ 117,799.08
Schroeder Asphalt Services, Inc.	\$ 174,855.00

The Engineer's Estimate was \$ 99,727.00. The qualified low bid contractor is Chicagoland Paving Contractors, Inc. in the amount of \$ 93,250.00.

\$100,000 is available in the Fiscal Year 2021/22 Annual Budget in the Park Improvement Fund (Account #45-0000-0-782). Construction will not begin until after the July 4th holiday to allow for the lot to be used for fireworks festivities. It is anticipated that construction will commence shortly after the holiday and take approximately 3-4 four weeks to complete. The Village's engineering consultant, Doland Engineering, LLC., has worked with Chicagoland Paving Contractor's, Inc. on numerous projects and they have performed successfully on every project.

Staff recommends adoption of the attached Resolution to Award the contract for the Butler Lake Resurfacing Project to Chicagoland Paving Contractors, Inc. and authorize execution by the Village Administrator.

RESOLUTION 21-R-___

A RESOLUTION TO AWARD A CONTRACT FOR THE BUTLER LAKE PARKING LOT RESURFACING PROJECT TO CHICAGOLAND PAVING CONTRACTORS, INC.

WHEREAS, the Village of Libertyville opened competitive contractor bids for the Butler Lake Parking Lot Resurfacing Project on May 28, 2021; and

WHEREAS, Chicagoland Paving Contractors, Inc. was determined to be the lowest responsive competitive bidder in the amount of \$93,250.00; and

WHEREAS, sufficient funds in the amount of \$100,000 are available in the Village's Fiscal Year 2021/22 Annual Budget (Account #45-0000-0-782) for this project.

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 Contract. The Board of Trustees hereby approves the Butler Lake Parking Lot Resurfacing Project contract with Chicagoland Paving Contractors, Inc. in the amount of \$93,250.00.

SECTION 3: Execution of Contract. The Village Administrator is hereby authorized to execute the contract with Chicagoland Paving Contractors, Inc. for the Butler Lake Parking Lot Resurfacing Project.

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

PASSED this _____ day of June, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of June, 2021.

Donna Johnson, Village President

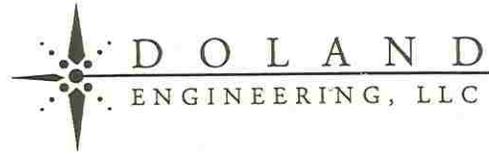
ATTEST:

Luke Stowe, Village Clerk

2021 Butler Lake Parking Lot Resurfacing Project Bid Tabulation

Butler Lake Parking Lot				ENGR., EST.		Chicagoland Paving		Maneval Construction		Schroeder Asphalt	
ITEM #	ITEM DESCRIPTION	UNIT	Estimated Quantity	UNIT COST	EXTENDED AMOUNT	UNIT COST	EXTENDED AMOUNT	UNIT COST	EXTENDED AMOUNT	UNIT COST	EXTENDED AMOUNT
1	POROUS GRANULAR EMBANKMENT	TON	200	\$ 35.00	\$ 7,000.00	\$ 10.00	\$ 2,000.00	\$ 27.25	\$ 5,450.00	\$ 45.00	\$ 9,000.00
2	AGGREGATE BASE COURSE, TYPE A	TON	125	\$ 35.00	\$ 4,375.00	\$ 10.00	\$ 1,250.00	\$ 25.00	\$ 3,125.00	\$ 45.00	\$ 5,625.00
3	HOT-MIX ASPHALT SURFACE COURSE "D" N50, 3"	TON	225	\$ 100.00	\$ 22,500.00	\$ 100.00	\$ 22,500.00	\$ 111.66	\$ 25,123.50	\$ 120.00	\$ 27,000.00
4	HOT-MIX ASPHALT SURFACE REMOVAL, 3"	SY	1,222	\$ 6.00	\$ 7,332.00	\$ 5.00	\$ 6,110.00	\$ 8.39	\$ 10,252.58	\$ 10.00	\$ 12,220.00
5	R & R COMBINATION CONCRETE CURB & GUTTER, TYPE B.6-12	LF	61	\$ 70.00	\$ 4,270.00	\$ 60.00	\$ 3,660.00	\$ 43.75	\$ 2,668.75	\$ 85.00	\$ 5,185.00
6	R & R PCC WALK	SF	300	\$ 30.00	\$ 9,000.00	\$ 13.50	\$ 4,050.00	\$ 12.50	\$ 3,750.00	\$ 15.00	\$ 4,500.00
7	THERMOPLASTIC PAVEMENT MARKINGS, COMPLETE	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00	\$ 6,500.00	\$ 6,500.00	\$ 2,900.00	\$ 2,900.00
8	BOLLARD REMOVAL AND REPLACEMENT, COMPLETE	EA	3	\$ 750.00	\$ 2,250.00	\$ 1,350.00	\$ 4,050.00	\$ 1,750.00	\$ 5,250.00	\$ 2,450.00	\$ 7,350.00
9	DETECTABLE WARNING PANEL	SF	75	\$ 50.00	\$ 3,750.00	\$ 40.00	\$ 3,000.00	\$ 43.75	\$ 3,281.25	\$ 49.00	\$ 3,675.00
10	TRAFFIC CONTROL & PROTECTION (SPECIAL)	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 14,430.00	\$ 14,430.00	\$ 4,000.00	\$ 4,000.00	\$ 35,000.00	\$ 35,000.00
11	HANDICAPPED PARKING SIGN, RELOCATION	EA	1	\$ 200.00	\$ 200.00	\$ 500.00	\$ 500.00	\$ 281.25	\$ 281.25	\$ 450.00	\$ 450.00
12	HANDICAPPED PARKING SIGN, NEW	EA	1	\$ 500.00	\$ 500.00	\$ 550.00	\$ 550.00	\$ 281.25	\$ 281.25	\$ 450.00	\$ 450.00
13	LANDSCAPE RESTORATION	SY	50	\$ 15.00	\$ 750.00	\$ 30.00	\$ 1,500.00	\$ 12.50	\$ 625.00	\$ 60.00	\$ 3,000.00
14	TEMPORARY EROSION AND SEDIMENT CONTROL	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,875.00	\$ 2,875.00	\$ 3,000.00	\$ 3,000.00
15	DRAINAGE STRUCTURE INLET PROTECTION FILTER & CLEANING	EA	1	\$ 300.00	\$ 300.00	\$ 150.00	\$ 150.00	\$ 137.50	\$ 137.50	\$ 500.00	\$ 500.00
16	BOAT RAMP PANELS, COMPLETE	LS	1	\$ 28,000.00	\$ 28,000.00	\$ 25,000.00	\$ 25,000.00	\$ 44,198.00	\$ 44,198.00	\$ 55,000.00	\$ 55,000.00
	Total				\$ 99,727.00		\$ 93,250.00		\$ 117,799.08		\$ 174,855.00
							\$ 90,000.00				

INDICATES VERIFIED "AS-READ TOTAL"
 INDICATES CORRECTED TOTAL



May 31, 2021

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

RE: Butler Lake Parking Lot Resurfacing Project (Village Project # 2024)

Dear Mr. Cooper,

On May 28, 2021 at 10:00 am, the submitted bids for the Butler Lake Parking Lot Resurfacing Project were opened and read aloud. There were three (3) proposals submitted for the work.

The bids ranged from a low of \$93,250.00 (erroneously tallied as 90,000.00 on bid documents) to a high of \$174,855.00. The Engineer's Opinion of Probable Cost (EOPC) for this project was \$99,727.00.

The low bidder at \$93,250.00 was Chicagoland Paving Contractor's, Inc. from Lake Zurich, Illinois. I have discussed the project with their representative, and they have confirmed their commitment to the successful completion of this project in compliance with the contract terms.

Therefore, I recommend that the Village of Libertyville accept the bid from Chicagoland Paving Contractors, Inc. in the amount of \$93,250.00 and execute a contract accordingly.

Feel free to contact me to discuss this matter further.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason R. Doland".

Jason R. Doland, P.E., P.L.S.
Village Engineer



Print Date: 5/28/2021

Notes

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

VILLAGE OF LIBERTYVILLE BUTLER LAKE PARKING LOT RESURFACING

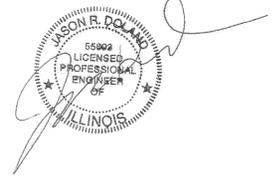
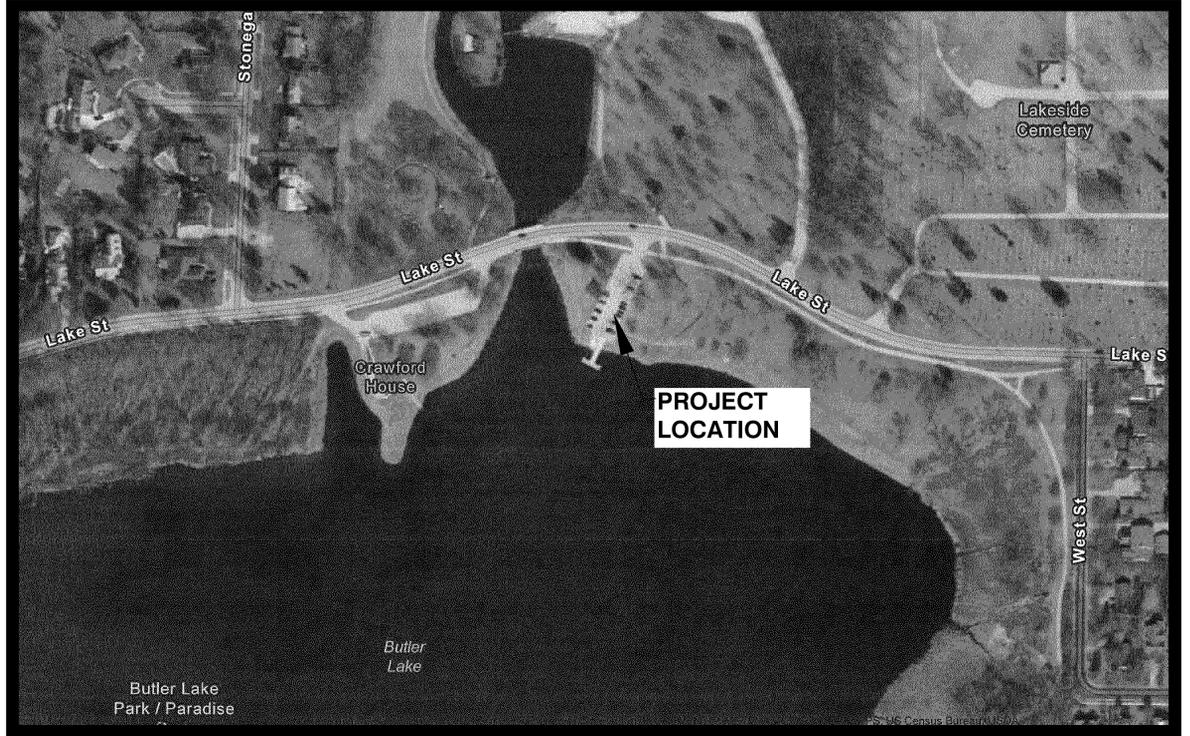
ISSUED FOR BID

INDEX OF SHEETS	
C1	COVER SHEET
C2	EXISTING CONDITIONS & DEMOLITION PLAN
C3	SITE PLAN
C4	EROSION CONTROL PLAN
C5	BOAT RAMP DETAILS
C6	STANDARD DETAILS

PAVING NOTES	
1.	BASE COURSE SHALL BE COMPACTED AND PROOF ROLLED PRIOR TO HMA PAVEMENT
2.	SURFACE COURSE AND BINDER COURSE SHALL BE BITUMINOUS CONCRETE, CLASS I. (SEE PLANS FOR THICKNESS)
3.	AGGREGATE BASE SHALL BE COMPACTED AND FINE GRADED FINISHED TO +0.1 FEET OF DESIGN SUBGRADE ELEVATIONS BY THE EARTHWORK CONTRACTOR. FINE GRADING FOR PAVEMENTS AND SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE PAVING CONTRACTOR.
4.	THE BASE COURSE SHALL BE PRIMED AT THE RATE OF 0.05 GALLONS PER SQUARE FOOT (0.45 GALLONS/SQ.YD.) WITH A LIQUID ASPHALT CONFORMING TO I.D.O.T. STANDARDS AND APPROPRIATE FOR PREVAILING WEATHER CONDITIONS. PRIME COAT AND CLEANING THE EXISTING SURFACE SHALL BE CONSIDERED AS INCIDENTAL TO THE CONTRACT.
5.	PAVEMENT SHALL BE CONSTRUCTED ON A THOROUGHLY COMPACTED SUBGRADE MEETING THE REQUIREMENTS OF SECTION 212 OF THE STANDARD SPECIFICATIONS. PRIOR TO PLACEMENT OF THE NEW PAVEMENT, THE SUBGRADE SHALL BE PROOF ROLLED WITH A FULLY LOADED TANDEM AXLE DUMP TRUCK (MINIMUM 20 TONS). PROOF ROLLING SHALL BE WITNESSED BY THE MATERIALS CONSULTANT AND A VILLAGE REPRESENTATIVE.
6.	ALL EXISTING STRUCTURES WITHIN AREAS OF NEW PAVING (MANHOLES, VALVE BOXES, ETC.) SHALL BE ADJUSTED TO MEET THE NEW SURFACE ELEVATION.
7.	THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING PROPER DRAINAGE ON THE NEW PAVEMENT. WHERE THE CONTRACTOR IS IN DOUBT ABOUT THE PROPER DIRECTION OF DRAINAGE, HE SHALL REQUEST ASSISTANCE FROM THE ARCHITECT OR ENGINEER. PAVING WORK NOT MEETING THESE STANDARDS WILL BE REJECTED.
8.	THE PAVING CONTRACTOR SHALL PROVIDE TYPE III BARRICADES AT ALL ROADWAY DEAD-ENDS AS REQUIRED BY THE ENGINEER.
9.	PRIOR TO COMMENCING WORK A PRE-CONSTRUCTION CONFERENCE IS TO BE CONDUCTED AT WHICH TIME THE CONTRACTOR SHALL FURNISH THE VILLAGE ENGINEER WITH A DETAILED CONSTRUCTION PHASING SCHEDULE SUBJECT TO REVIEW AND APPROVAL BY THE VILLAGE ENGINEER.

LEGEND	
	EXISTING CATCH BASIN
	EXISTING STORM SEWER
	EXISTING CONTOUR
	EXISTING UTILITY POLE
	EXISTING SIGN
	EXISTING POST
	EXISTING TREE W/ DIAMETER

GENERAL NOTES	
A. REFERENCED SPECIFICATIONS	
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE FOLLOWING, EXCEPT AS MODIFIED HEREIN OR ON THE PROJECT PLANS OR SPECIFICATIONS: ~ STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION ADOPTED APRIL 1, 2016 BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT STANDARD SPECIFICATIONS). ~ VILLAGE OF LIBERTYVILLE STANDARDS.	
B. NOTIFICATION	
IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE FOLLOWING: ~ THE DIRECTOR OF PUBLIC WORKS AND THE VILLAGE ENGINEER FOR THE VILLAGE OF LIBERTYVILLE 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION. ~ THE ELECTRIC, TELEPHONE, AND GAS UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION. (J.U.I.E. 811)	
C. GENERAL NOTES	
1. THE VILLAGE OF LIBERTYVILLE SHALL HAVE AUTHORITY TO INSPECT, APPROVE AND REJECT THE CONSTRUCTION IMPROVEMENTS.	
2. THE PROPOSED IMPROVEMENTS MUST BE CONSTRUCTED IN ACCORDANCE WITH THESE ENGINEERING PLANS AS PREPARED BY DOLAND ENGINEERING, LLC FOR THE VILLAGE. PROPER CONSTRUCTION TECHNIQUES AND SAFETY PROCEDURES REQUIRED BY OSHA MUST BE FOLLOWED DURING INSTALLATION OF IMPROVEMENTS INDICATED ON THE ENGINEERING PLANS.	
3. LOCATION OF UNDERGROUND UTILITIES SHOWN ON THESE PLANS ARE BASED ON THE BEST INFORMATION AVAILABLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING JOINT UTILITY LOCATING INFORMATION FOR EXCAVATION (J.U.L.I.E.) AT 811 AND THE VILLAGE OF LIBERTYVILLE AT LEAST FORTY-EIGHT (48) HOURS BEFORE COMMENCING CONSTRUCTION TO VERIFY IN THE FIELD THE LOCATION OF ALL UNDERGROUND INSTALLATIONS AND TO ARRANGE FOR THE ADJUSTMENT OR RELOCATING OF UTILITIES WHICH WILL CONFLICT WITH THE CONSTRUCTION OF THE PROPOSED IMPROVEMENT.	
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE OWNER OF ALL EXISTING UTILITIES TO ARRANGE FOR THE ADJUSTMENT OR RELOCATION OF UTILITIES WHICH WILL CONFLICT WITH THE CONSTRUCTION OF THE PROPOSED IMPROVEMENT. IF NECESSARY, PRIOR TO COMMENCING CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL COOPERATE WITH ALL UTILITY OWNERS AS PROVIDED FOR IN THE STANDARD SPECIFICATIONS.	
5. THE CONTRACTOR SHALL INDEMNIFY AND LIST AS ADDITIONAL INSURED THE ENGINEER AND THE VILLAGE OF LIBERTYVILLE, THEIR AGENTS, ETC., FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION AND TESTING OF THIS WORK ON THIS PROJECT AND NAME THEM AS CO-INSURED.	
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UNDERGROUND OR SURFACE UTILITIES WHETHER OR NOT THEY ARE SHOWN ON THE PLANS. ANY UTILITY THAT IS DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED TO THE SATISFACTION OF THE ENGINEER AND THE UTILITY OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXPENSES INCURRED IN THE PROTECTION OF, AND REPAIR OF DAMAGED UTILITY APPURTENANCES.	
7. ALL EXISTING STORM SEWERS, CULVERTS, FIELD TILE DRAINS, CATCH BASINS, OR OTHER STRUCTURES WHICH ARE DISTURBED BY CONSTRUCTION SHALL BE REPLACED OR REPAIRED TO THE SATISFACTION OF THE ENGINEER. NO CONSIDERATION FOR EXTRA COMPENSATION FOR THIS WORK SHALL BE ALLOWED.	
8. SPECIAL CARE SHALL BE TAKEN IN EXCAVATING AND GRADING NEAR UTILITIES AND TREES TO BE SAVED IN ORDER TO AVOID UNNECESSARY DAMAGE.	
9. WHENEVER, DURING CONSTRUCTION OPERATIONS, ANY LOOSE MATERIAL IS DEPOSITED IN THE FLOW LINE OF DRAINAGE STRUCTURES, TEMPORARY DITCHES, OR GUTTERS SO THAT THE NATURAL FLOW OF WATER IS OBSTRUCTED, IT SHALL BE REMOVED AT THE CLOSE OF EACH WORKING DAY. AT THE CONCLUSION OF THE CONSTRUCTION OPERATIONS, ALL DRAINAGE STRUCTURES SHALL BE CLEANED AS NECESSARY TO INSURE THAT THEY ARE FREE FROM ALL DIRT AND DEBRIS PRIOR TO THE FINAL INSPECTION OF THE PROJECT. THIS WORK WILL NOT BE PAID SEPARATELY, BUT SHALL BE INCLUDED TO THE CONTRACT.	
10. TRAFFIC CONTROL AND STAGING BARRICADES OR FLAGGERS AND PUBLIC NOTIFICATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, AND SHALL BE INCIDENTAL TO THE COST OF THE IMPROVEMENTS, WITH NO ADDITIONAL COMPENSATION BEING CONSIDERED.	
11. ALL TRAFFIC CONTROL DEVICES SHALL MEET THE MUTCD, LATEST EDITION.	



SUMMARY OF QUANTITIES				
	ITEM	ITEM DESCRIPTION	UNIT	QUANTITY
1	20700110	POROUS GRANULAR EMBANKMENT	TON	200
2	35100100	AGGREGATE BASE COURSE, TYPE A	TON	125
3	40600626	HOT-MIX ASPHALT SURFACE COURSE "D" N50, 3"	TON	225
4	44000158	HOT-MIX ASPHALT SURFACE REMOVAL, 3"	SQ.YD.	1,222
5	60600200	R&R COMBINATION CONCRETE CURB & GUTTER, TYPE B.6-12	L.F.	43
6	42400200	R&R PCC WALK	S.F.	300
7	78000200	THERMOPLASTIC PAVEMENT MARKINGS, COMPLETE	LSUM	1
8	Z8000201	BOLLARD REMOVAL AND REPLACEMENT, COMPLETE	EACH	3
9	Z8000202	DETECTABLE WARNING PANEL	S.F.	42
10	Z8000203	TRAFFIC CONTROL & PROTECTION (SPECIAL)	LSUM	1
11	Z8000204	HANDICAPPED PARKING SIGN, RELOCATION	EACH	1
12	Z8000205	HANDICAPPED PARKING SIGN, NEW	EACH	1
13	Z8000206	LANDSCAPE RESTORATION	SY	50
14	Z8000207	TEMPORARY EROSION AND SEDIMENT CONTROL	LSUM	1
15	Z8000208	DRAINAGE STRUCTURE INLET PROTECTION FILTER & CLEANING	EACH	1
16	Z8000209	BOAT RAMP PANELS, COMPLETE	LSUM	1

REVISIONS	11/30/20	REVISED PER VILLAGE COMMENTS DATED 11/17/20
	02/04/21	REVISED PER VILLAGE COMMENTS DATED 01/13/21 & 01/22/21
	03/31/21	REVISED PER LCSMC COMMENTS DATED 03/24/21

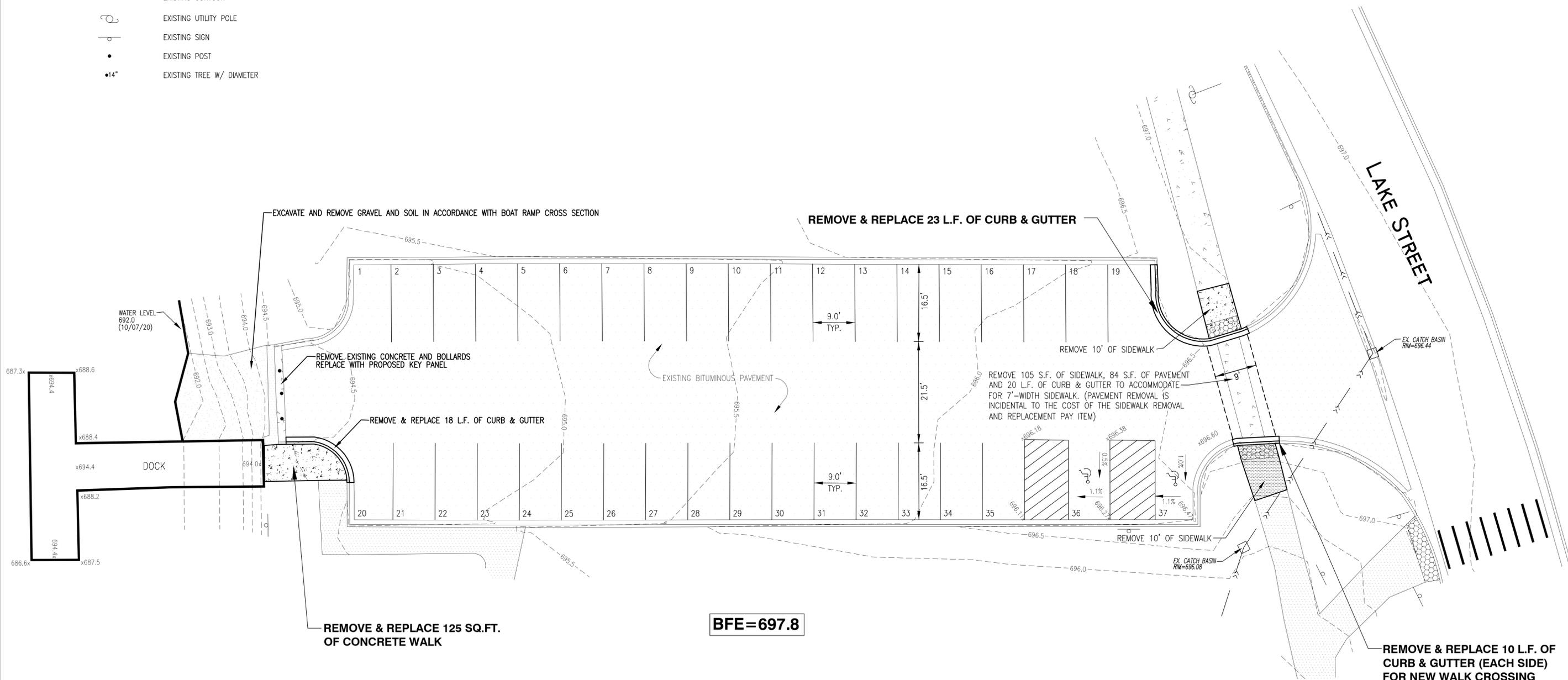
DOLAND ENGINEERING, LLC.
 -CIVIL ENGINEERING ~ LAND SURVEYING ~ LAND PLANNING-
 334 EAST COLFAX STREET, SUITE C
 PALATINE, ILLINOIS 60067
 (847) 991-5088 (847) 934-3427-FAX

PARKING LOT RESURFACING
BUTLER LAKE
 LIBERTYVILLE, ILLINOIS

DATE: 10/01/20
 SCALE: 1"=10'
 FILE: Butler Lake
 COVER SHEET
C1

L E G E N D

- EXISTING CATCH BASIN
- <<— EXISTING STORM SEWER
- - - 657 - - - EXISTING CONTOUR
- EXISTING UTILITY POLE
- EXISTING SIGN
- EXISTING POST
- 14" EXISTING TREE W/ DIAMETER



BFE = 697.8

EXISTING PARKING SUMMARY
 35 PARKING STALLS
 2 HANDICAPPED STALLS

REVISIONS	DATE	DESCRIPTION
11/30/20	11/17/20	REVISED PER VILLAGE COMMENTS DATED 11/17/20
02/04/21	01/13/21	REVISED PER VILLAGE COMMENTS DATED 01/13/21 & 01/22/21
03/31/21	03/24/21	REVISED PER LCSMC COMMENTS DATED 03/24/21

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 PALATKA, ILLINOIS 60067
 (847) 991-5088 (847) 934-3427-FAX

PARKING LOT RESURFACING
BUTLER LAKE
 LIBERTYVILLE, ILLINOIS



DATE: 10/01/20
 SCALE: 1"=10'
 FILE: Butler Lake
 EXISTING CONDITIONS
 DEMOLITION PLAN

C2



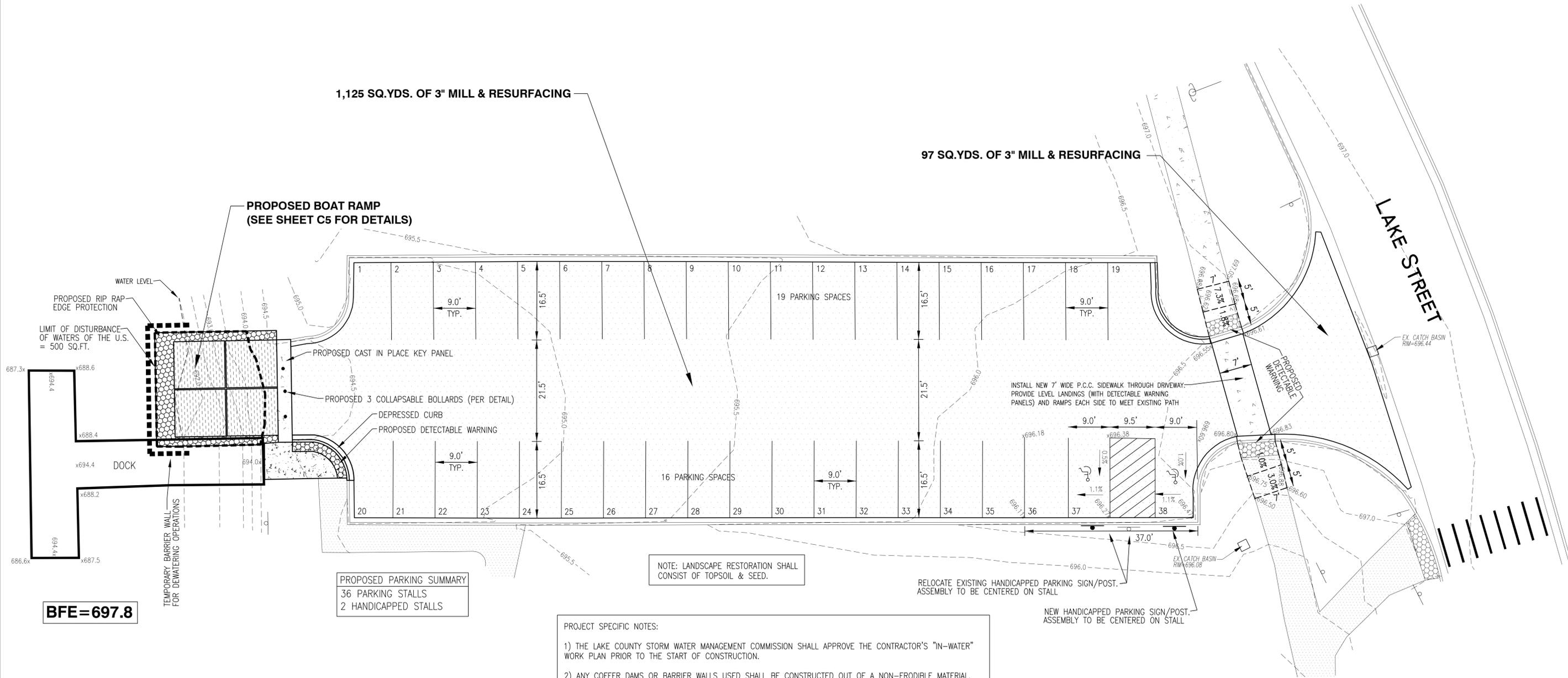
REVISIONS	11/30/20	REVISED PER VILLAGE COMMENTS DATED 11/17/20
	02/04/21	REVISED PER VILLAGE COMMENTS DATED 01/13/21 & 01/22/21
	03/31/21	REVISED PER LCSMC COMMENTS DATED 03/24/21

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PARKING LOT RESURFACING
BUTLER LAKE
 LIBERTYVILLE, ILLINOIS

DATE: 10/01/20
 SCALE: 1"=10'
 FILE: Butler Lake
 SITE PLAN

C3



1,125 SQ.YDS. OF 3" MILL & RESURFACING

97 SQ.YDS. OF 3" MILL & RESURFACING

PROPOSED BOAT RAMP
(SEE SHEET C5 FOR DETAILS)

PROPOSED RIP RAP
EDGE PROTECTION

LIMIT OF DISTURBANCE
OF WATERS OF THE U.S.
= 500 SQ.FT.

TEMPORARY BARRIER WALL
FOR DEWATERING OPERATIONS

PROPOSED PARKING SUMMARY
36 PARKING STALLS
2 HANDICAPPED STALLS

NOTE: LANDSCAPE RESTORATION SHALL
CONSIST OF TOPSOIL & SEED.

RELOCATE EXISTING HANDICAPPED PARKING SIGN/POST.
ASSEMBLY TO BE CENTERED ON STALL

NEW HANDICAPPED PARKING SIGN/POST.
ASSEMBLY TO BE CENTERED ON STALL

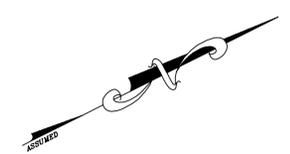
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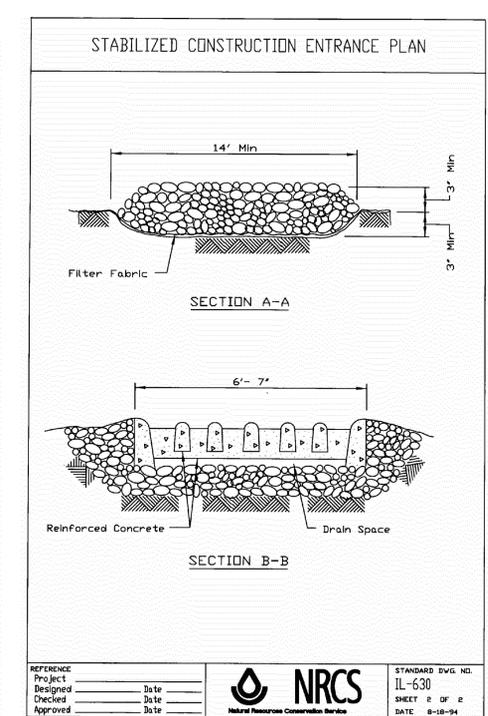
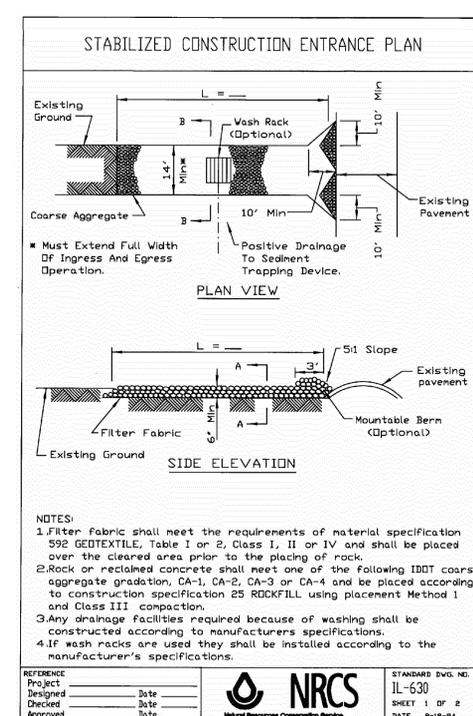
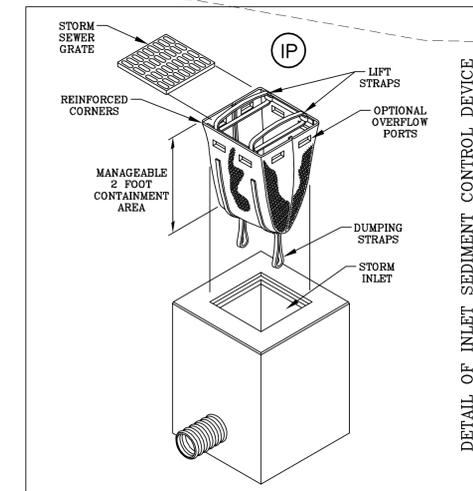
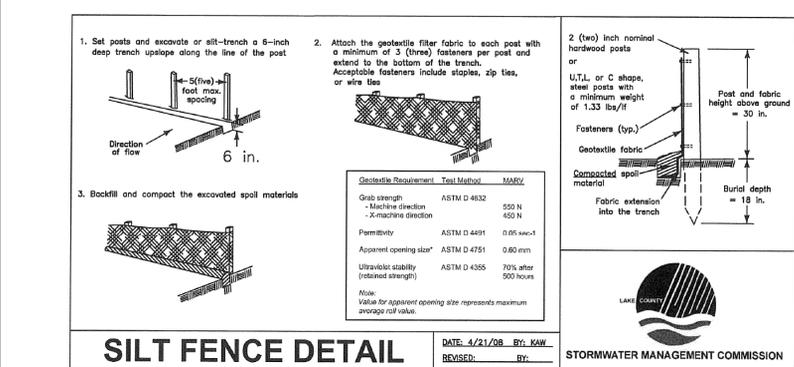
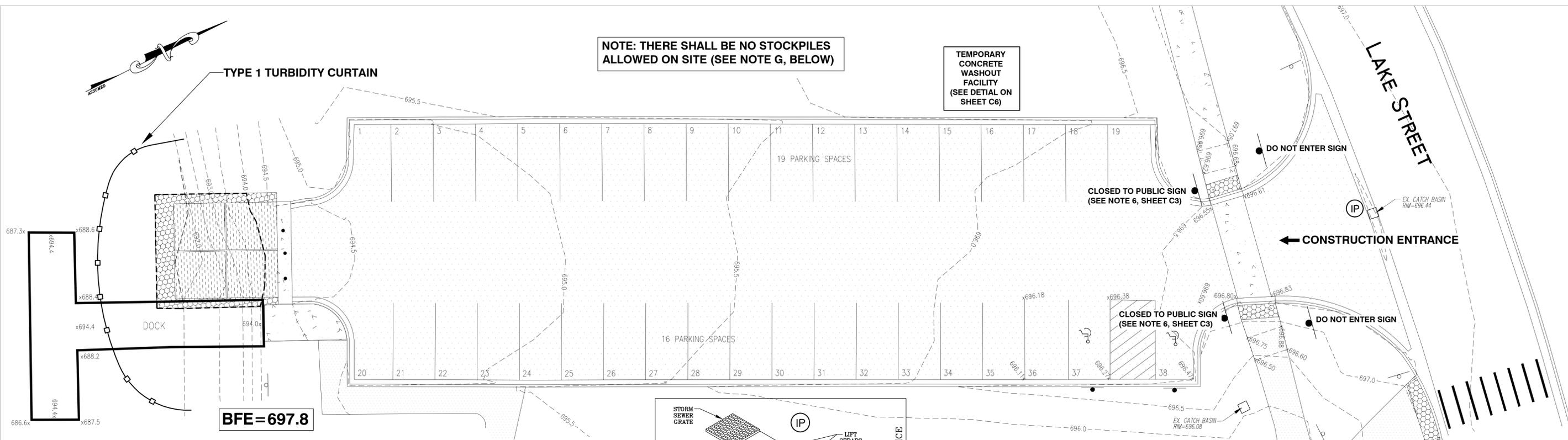
CONSTRUCTION OF BOAT RAMP

- 1) UPON COMPLETION OF THE TURBIDITY CURTAIN (SHEET C4) THE CONTRACTOR CAN PROCEED WITH THE TEMPORARY BARRIER WALL (STEP 2 BELOW)
- 2) CONTRACTOR SHALL INSTALL THE BARRIER WALL FOR PURPOSES OF DEWATERING THE AREA NEEDED IN ORDER TO CONSTRUCT THE PRECAST CONCRETE SECTIONS AND RIP RAP FOR THE PROPOSED BOAT RAMP THAT WILL BE LOCATED WITHIN THE LAKE WATER.
- 3) CONTRACTOR SHALL THEN PUMP THE VOLUME OF WATER NECESSARY TO PROVIDE A "DRY WORK AREA" FREE OF STANDING WATER INTO THE LAKE.
- 4) CONTRACTOR SHALL CONSTRUCT THE ENTIRE PROPOSED BOAT RAMP IMPROVEMENTS.
- 5) UPON APPROVAL OF THE COMPLETED PROPOSED BOAT RAMP THE CONTRACTOR SHALL THEN REMOVE, THE TEMPORARY BARRIER WALL.

PROJECT SPECIFIC NOTES:

- 1) THE LAKE COUNTY STORM WATER MANAGEMENT COMMISSION SHALL APPROVE THE CONTRACTOR'S "IN-WATER" WORK PLAN PRIOR TO THE START OF CONSTRUCTION.
- 2) ANY COFFER DAMS OR BARRIER WALLS USED SHALL BE CONSTRUCTED OUT OF A NON-ERODIBLE MATERIAL.
- 3) HMA SHALL BE ENTIRELY MILLED AND REMOVED REGARDLESS OF THE EXACT THICKNESS REMOVED (3" NOMINAL) TO THE EXISTING GRANULAR CRUSHED LIMESTONE BASE MATERIAL. IN AREAS WHERE MORE THAN 3" OF HMA MATERIAL IS REQUIRED TO BE REMOVED IN ORDER TO ACHIEVE THIS REQUIREMENT THE CONTRACTOR SHALL FURNISH, PLACE AND COMPACT ANY ADDITIONAL CA-6 BASE MATERIAL FILL IN ORDER TO PROVIDE A CONSISTENT 3" COMPACTED THICKNESS OF NEW HMA. ALL MATERIALS LABOR AND EQUIPMENT ASSOCIATED WITH THE MILLING (AND PREPARATION) SHALL BE INCIDENTAL TO THE HOT MIX SURFACE REMOVAL PAY ITEM AND NO ADDITIONAL COMPENSATION WILL BE CONSIDERED OR MADE. HMA SURFACE INSTALLATION IS A SEPARATE PAY ITEM.
- 4) UPON COMPLETION OF THE HMA MILLING THE CONTRACTOR SHALL PROOF ROLL THE ENTIRE PARKING LOT IN THE PRESENCE OF THE ENGINEER. IF THE ENGINEER DETERMINES THAT AN AREA HAS FAILED, THE CONTRACTOR SHALL REMOVE SAID AREA AND REPAIR WITH A COMPACTED CA-6 GRANULAR MATERIAL OF 12" OR LESS. IF A GREATER DEPTH IS REQUIRED POROUS GRANULAR EMBANKMENT (PGE) MATERIAL SHALL BE USED.
- 5) ALL PROPOSED FINISH GRADE ELEVATIONS SHALL BE AT THE SAME ELEVATION (OR LOWER) THEN THE EXISTING ELEVATION AT A PARTICULAR LOCATION. EXISTING CURB AND GUTTER IS TO REMAIN THEREBY SETTING THE PROPOSED ELEVATION.
- 6) STANDARD PARKING STALLS TO BE MARKED WITH 4" WHITE THERMOPLASTIC
- 7) HANDICAPPED PARKING STALLS AND SYMBOLS TO BE MARKED WITH YELLOW THERMOPLASTIC
- 8) TYPE III BARRICADES OR CHAIN LINK FENCE WITH GATE SHALL BE PROVIDED BY THE CONTRACTOR TO CLOSE THE PARKING LOT FOR ACCESS DURING CONSTRUCTION.





2/3/2021 Type 1 DOT Turbidity Curtains & Silt Barriers | ABASCO

Type 1: DOT Curtain
 ABASCO Type 1 DOT Turbidity Curtains, also known as Type I Turbidity Curtains, are suitable for use in protected waters where the effects of wind, waves, and current are minimal. High-quality PVC-coated polyester fabric, bottom tension member, and marine-grade flotation provide a strong, durable curtain that is ideal for silt and sediment control during dredging and marine construction activities.

Fabric 18 oz/sq yd PVC Laminated polyester fabric. Optional filter fabric for skirt
 Flotation 6-in expanded polystyrene (EPS) foam contained in individually sealed float pockets
 Tension/ballast 1/4-in Grade 30 galvanized steel chain: 5,200 lb breaking strength; 0.63 lb/ft weight
 End Lacing grommets on rope-reinforced ends located at both ends of each barrier section. Ballast chain is shackled section-to-section on the type I turbidity connection curtains.
 Section length 25 ft, 50 ft and 100 ft
 Skirt depth To 20 ft. Depth can be tapered to conform to bottom profile.

Type 1: Economy Curtain
 ABASCO Type 1 Economy Turbidity Curtains, also known as Type I Turbidity Curtains, are suitable for use in protected waters where the effects of wind, waves, and current are minimal. High-quality PVC-coated polyester fabric, bottom tension member, and marine-grade flotation provide a strong, durable curtain that is ideal for silt and sediment control during dredging and marine construction activities.

Fabric 14oz/sq yd PVC Laminated polyester fabric. Optional filter fabric for skirt
 Flotation 4-in expanded polystyrene (EPS) foam contained in individually sealed float pockets
 Tension/ballast 3/16-in Grade 30 galvanized steel chain: 3,200 lb breaking strength; 0.33 lb/ft weight
 End Lacing grommets on rope-reinforced ends located at both ends of each barrier section. Ballast chain is shackled section-to-section on the type I turbidity connection curtains.
 Section length 25 ft, 50 ft and 100 ft
 Skirt depth To 20 ft. Depth can be tapered to conform to bottom profile.

Type 1 Turbidity Curtain with plain skirt
Type 1 Turbidity Curtain with filter fabric skirt

**LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
SOIL EROSION AND SEDIMENT CONTROL CONSTRUCTION NOTES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

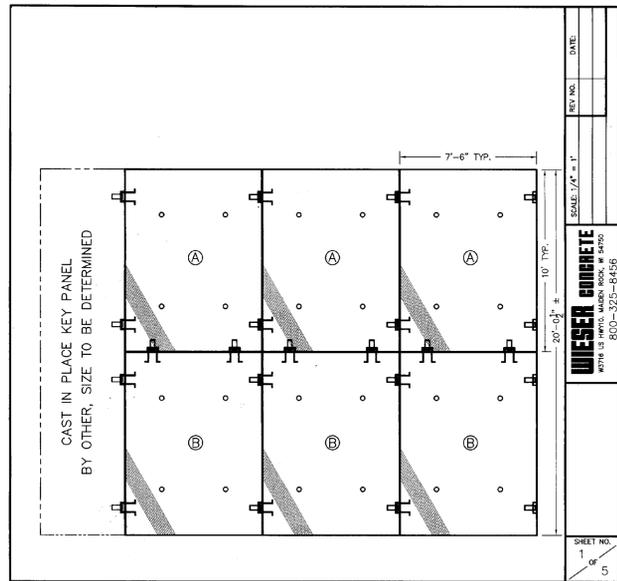
O. THE EROSION CONTROL MEASURES INDICATED ON THE PLANS ARE THE MINIMUM REQUIREMENTS. ADDITIONAL MEASURES MAY BE REQUIRED, AS DIRECTED BY THE ENGINEER, ENFORCEMENT OFFICER, OR OTHER GOVERNING AGENCY.

STORMWATER MANAGEMENT COMMISSION

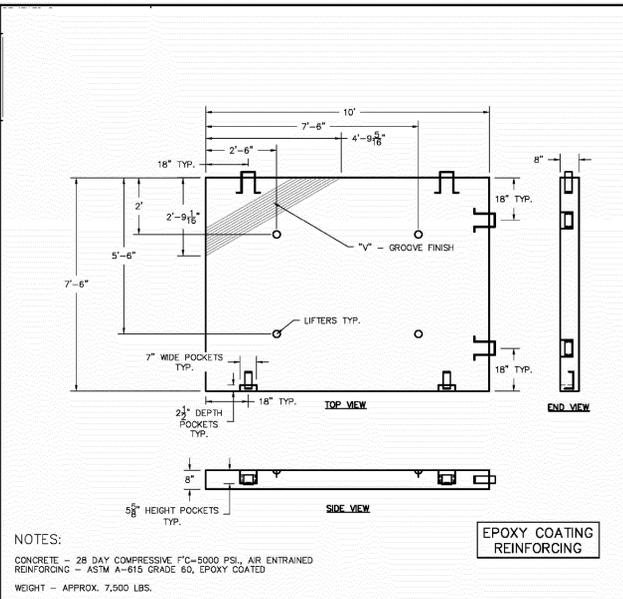
TYPICAL CONSTRUCTION SEQUENCING

- 1.) Installation of soil erosion and sediment control SE/SC measures
 - a.) Selective vegetation removal for silt fence installation
 - b.) Silt fence installation
 - c.) Construction fencing around areas not to be disturbed
 - d.) Stabilized construction entrance
- 2.) Tree removal where necessary (clear & grub)
- 3.) Construct sediment trapping devices (sediment traps, basins...)
- 4.) Construct detention facilities and outlet control structure with restrictor & temporary perforated riser
- 5.) Strip topsoil, stockpile topsoil and grade site
- 6.) Temporarily stabilize topsoil stockpiles (seed and silt fence around toe of slope)
- 7.) Install storm sewer, sanitary sewer, water and associated inlet & outlet protection
- 8.) Permanently stabilize detention basins with seed and erosion control blanket
- 9.) Temporarily stabilize all areas including lots that have reached temporary grade
- 10.) Install roadways
- 11.) Permanently stabilize all outlet areas
- 12.) Install structures and grade individual lots
- 13.) Permanently stabilize lots
- 14.) Remove all temporary SE/SC measures after the site is stabilized with vegetation

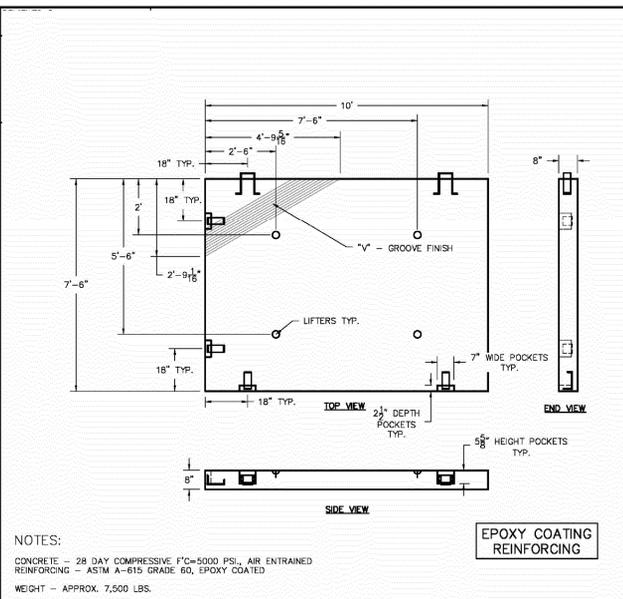
* Soil erosion and sediment control maintenance must occur every two weeks and after every 1/2 or greater rainfall event



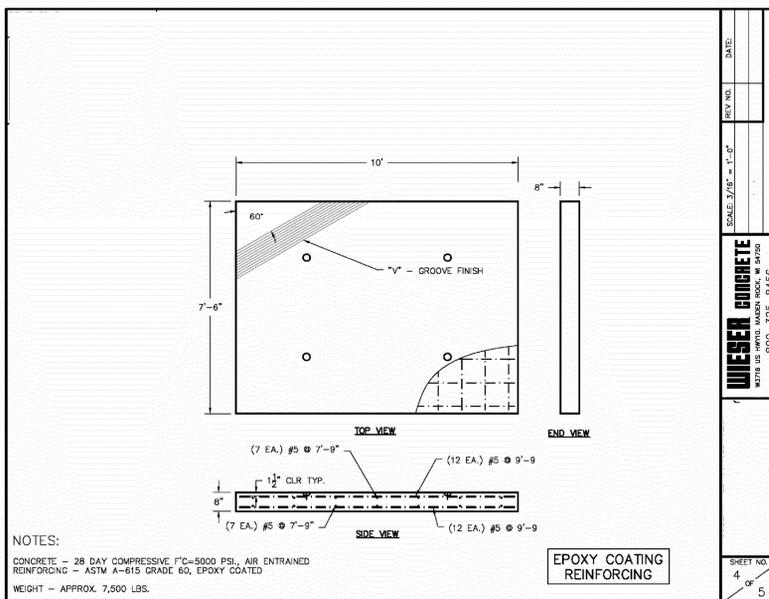
KEY NO.	DATE
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WIESER CONCRETE WITH US PATENT, MASON, ROCK, W. 5479 800-325-8456	
SHEET NO.	5



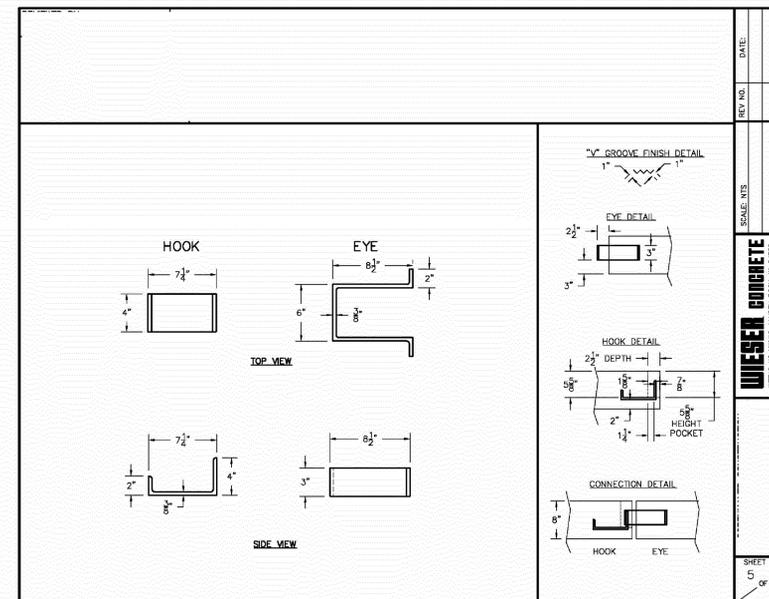
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WIESER CONCRETE WITH US PATENT, MASON, ROCK, W. 5479 800-325-8456	
SHEET NO.	5



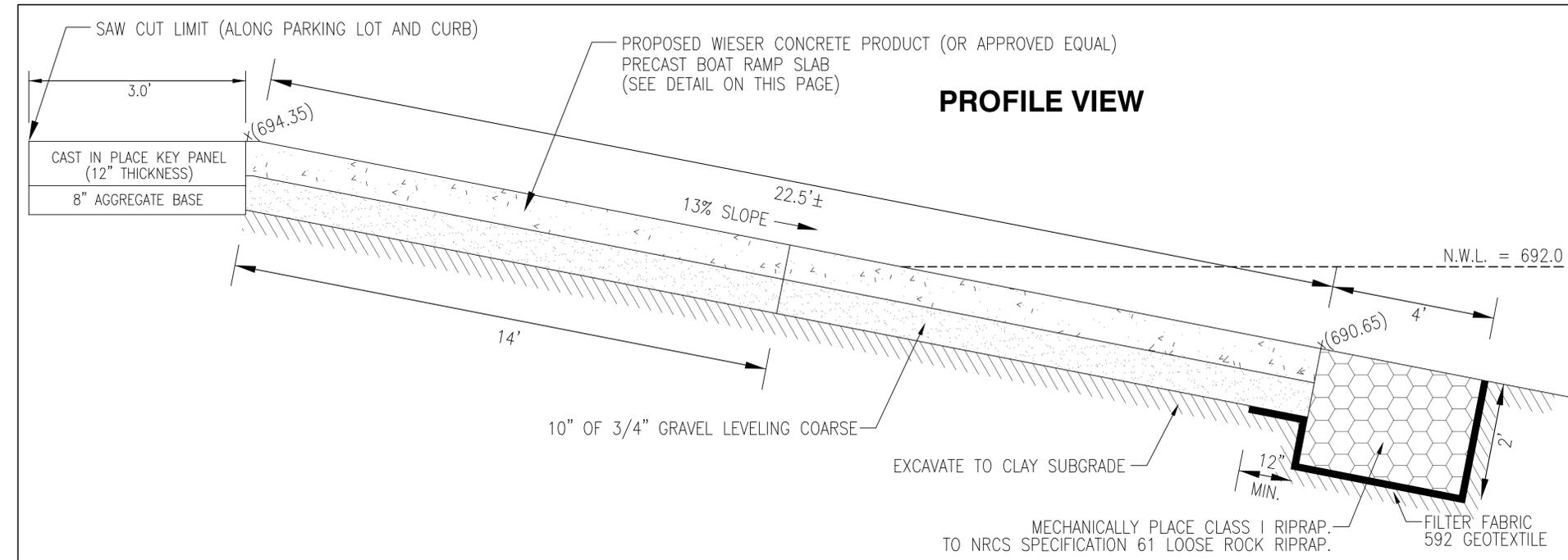
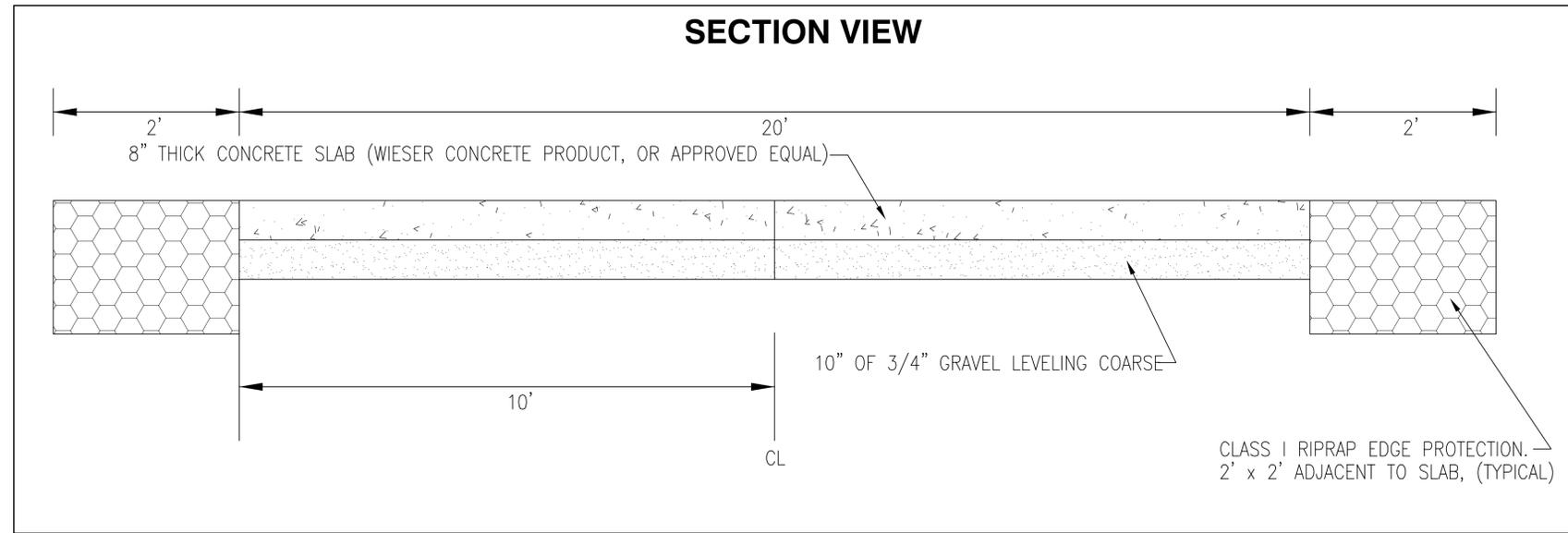
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SHEET NO.	5



KEY NO.	DATE
SCALE: 3/16" = 1'-0"	
WIESER CONCRETE WITH US PATENT, MASON, ROCK, W. 5479 800-325-8456	
SHEET NO.	5



KEY NO.	DATE
SCALE: 1/8" = 1'-0"	
WIESER CONCRETE WITH US PATENT, MASON, ROCK, W. 5479 800-325-8456	
SHEET NO.	5

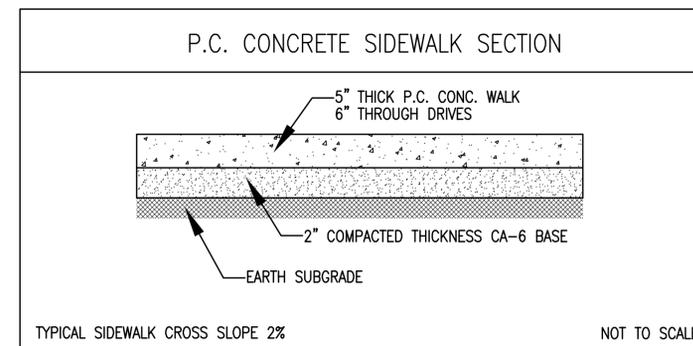
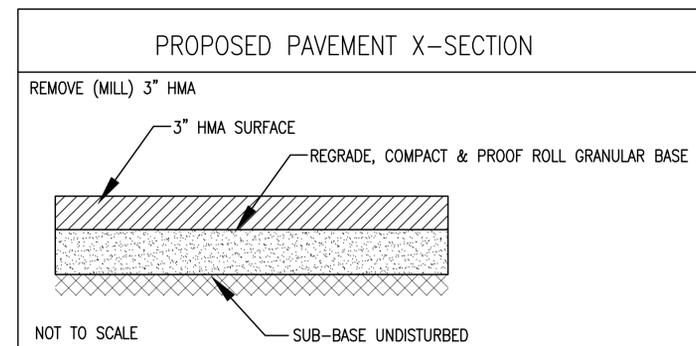
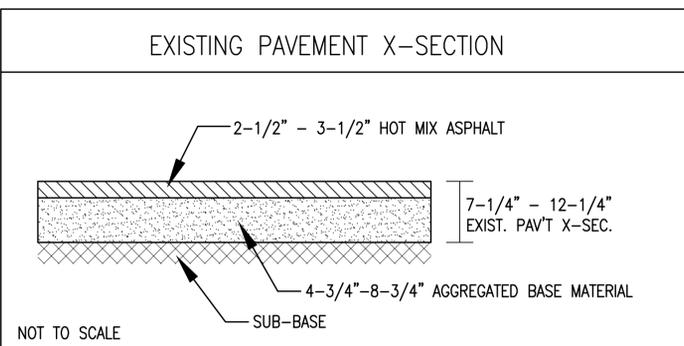
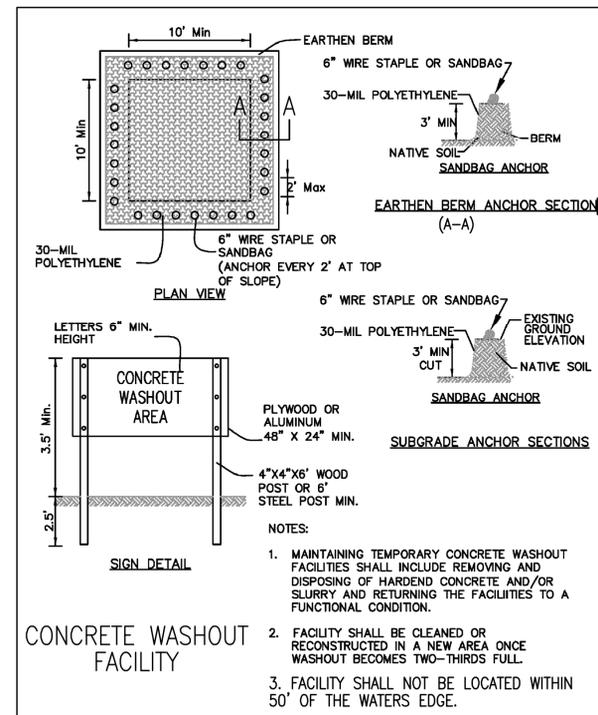
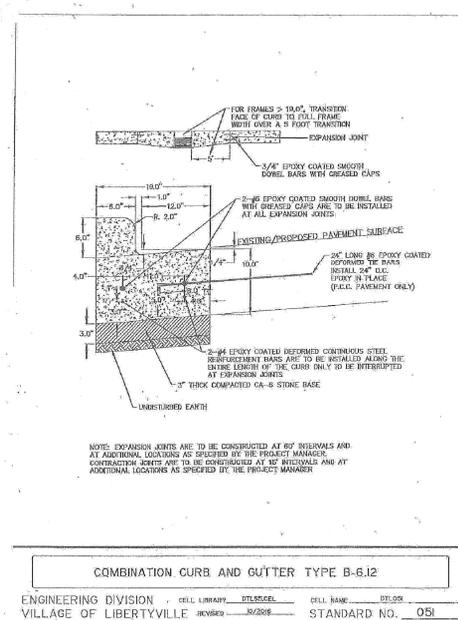
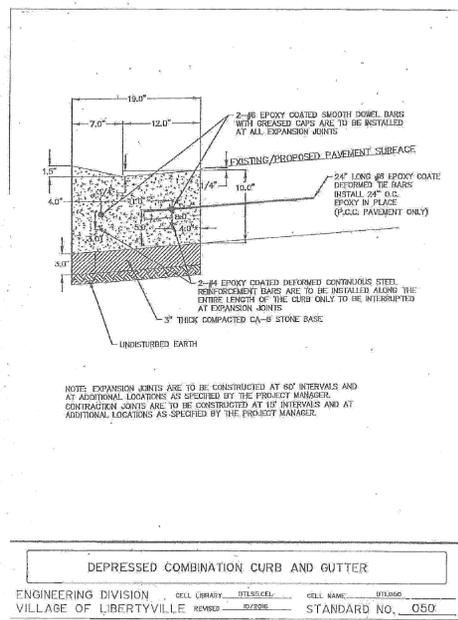
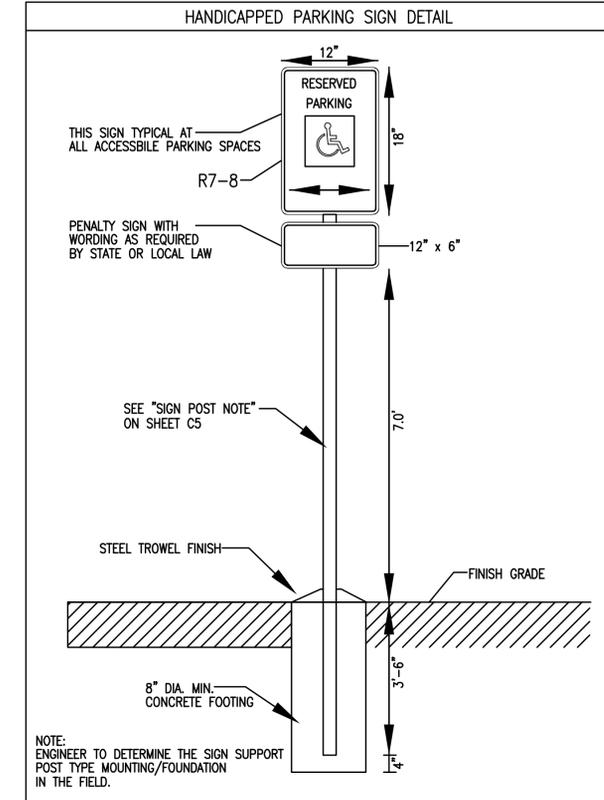
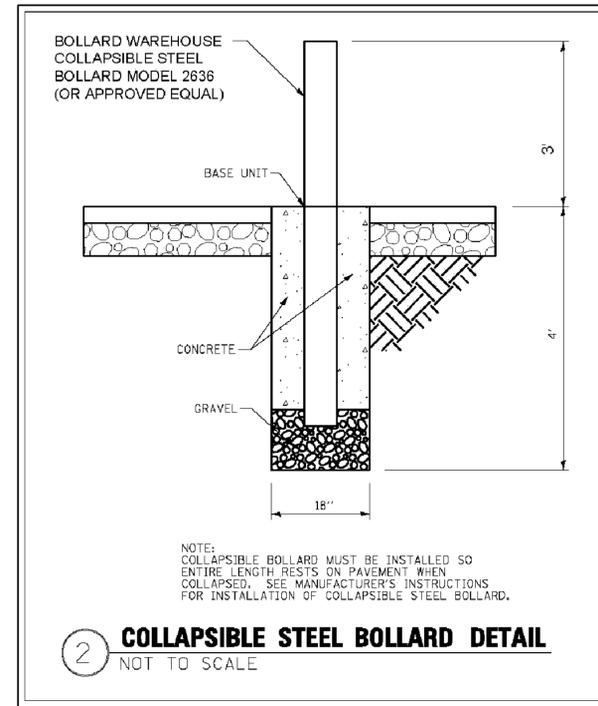
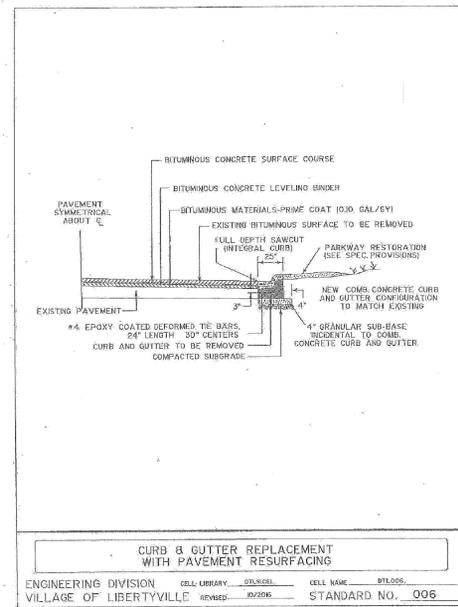
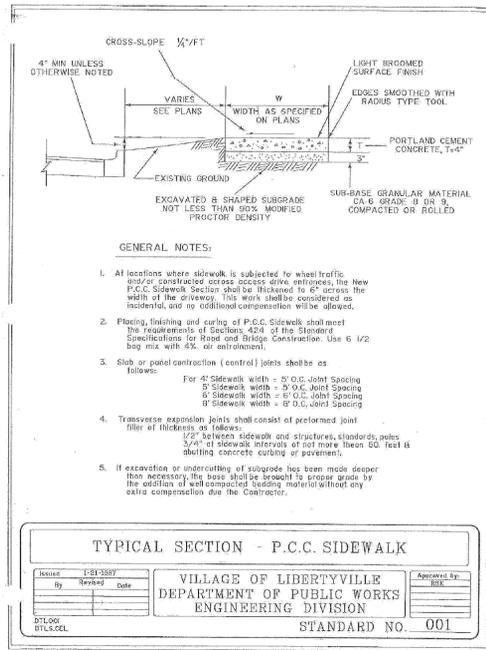


REVISIONS	11/30/20	REVISED PER VILLAGE COMMENTS DATED 11/17/20
	02/04/21	REVISED PER VILLAGE COMMENTS DATED 01/13/21 & 01/22/21
	03/31/21	REVISED PER LCSMC COMMENTS DATED 03/24/21

DOLAND ENGINEERING, LLC.
-CIVIL ENGINEERING ~ LAND SURVEYING ~ LAND PLANNING-
334 EAST COLFAX STREET, SUITE C
PALATINE, ILLINOIS 60067
(847) 991-5088 (847) 934-3427-FAX

PARKING LOT RESURFACING
BUTLER LAKE
LIBERTYVILLE, ILLINOIS

DATE:	10/01/20
SCALE:	1"=10'
FILE:	Butler Lake
BOAT RAMP DETAILS	



REVISIONS
 11/30/20
 02/04/21
 03/31/21

REVISED PER VILLAGE COMMENTS DATED 11/17/20
 REVISED PER VILLAGE COMMENTS DATED 01/13/21 & 01/22/21
 REVISED PER LCSCM COMMENTS DATED 03/24/21

DOLAND ENGINEERING, LLC.
 -CIVIL ENGINEERING ~ LAND SURVEYING ~ LAND PLANNING-
 334 EAST COLFAX STREET, SUITE C
 PALATKAINE, ILLINOIS 60067
 (847) 991-5088 (847) 934-3427-FAX

PARKING LOT RESURFACING
 BUTLER LAKE
 LIBERTYVILLE, ILLINOIS

DATE: 10/01/20
 SCALE: 1"=10'
 FILE: Butler Lake
 STANDARD DETAILS
 C6



VILLAGE BOARD AGENDA SUPPLEMENT

- Meeting Date:** June 8, 2021
- Agenda Item:** Consideration of an Ordinance to Waive Competitive Bidding and Accept the Quote from Hach Company for a Support Services Contract 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
-

Background: The new phosphorus removal facility at the Village’s wastewater treatment plant has been in operation for over a year to meet Illinois Environmental Protection Agency’s mandate to reduce the phosphorus level in the effluent to 1.0 mg/L or less. Hach Company designed and installed the chemical feed system to run the phosphorus removal equipment and the pumps in the phosphorus removal facility. Hach Company provides 24-hour remote support for the chemical feed system and other critical components at the facility. The support service also includes quarterly equipment servicing and replacement of all necessary filters, reagents, and equipment calibration by a certified Hach Company technician. This will be the second year the Village contracts with Hach Company to provide 24-hour support to the phosphorus removal chemical feed system and servicing the equipment and pumps. It is recommended to waive competitive bidding for the support services contract because Hach Company is the exclusive provider of the equipment to be serviced and the original manufacturer and installer. Hach Company submitted a quote in the amount of \$25,140 for Fiscal Year 2021/22. There are sufficient funds in the Fiscal Year 2021/22 Annual Budget/Wastewater Treatment Plant Division (Account #20-2022-3-728) for this expenditure.

Staff recommends approval of the attached Ordinance to waive the formal competitive bidding process and accept the quote from Hach Company in the amount of \$25,140 for the support services contract for phosphorus removal at the wastewater treatment plant. 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-

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING
AND ACCEPT THE QUOTE FROM HACH COMPANY FOR A SUPPORT SERVICES
CONTRACT FOR AT THE WASTEWATER TREATMENT PLANT

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 TO WAIVE COMPETITIVE BIDDING
AND ACCEPT THE QUOTE FROM HACH COMPANY FOR A SUPPORT SERVICES
CONTRACT FOR PHOSPHORUS REMOVAL AT THE WASTEWATER TREATMENT
PLANT

WHEREAS, The Hach Company chemical feed system is a vital part of the phosphorus removal system in the total treatment wastewater plant process; and

WHEREAS, Hach Company designed and installed the chemical feed system to run the phosphorus removal equipment and pumps, provides 24-hour remote support on the chemical feed system and provides quarterly maintenance and repairs on the chemical feed system; and

WHEREAS, \$25,140.00 in funding is available for this proposed service in the Fiscal Year 2021/22 Annual Budget in the Utility Fund/Wastewater Treatment Plant Division (Acct# 20-2022-3-728); and

WHEREAS, staff recommends that the quote from Hach Company in the amount of \$25,140.00 for the necessary support services contract be accepted; and

WHEREAS, in order to accept the quote received, the President and Board of Trustees have determined that it is appropriate to waive competitive bidding for the support services; 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 for the Hach Company support services contract.

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 Hach Company in the amount of \$25,140 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

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 1 of 6 Partnership Number : HACH972458
	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	<i>WebSite:</i> www.hach.com



Partnership Number : HACH972458 **Version :** 0.30 **Quotation Date :** 03-MAR-21
Expiration Date : 30-APR-21

Hach Company Contact : Bright, Meghan E **Service Partnership Phone :** **Service Partnership Email :** mbright@hach.com
Customer Ref : RENEWAL QUOTE **Customer Contact :** KLINKNER, JOE
Customer Phone : 8150725 **Customer Fax :** **Customer Email :** JKLINKNER@LIBERTYVILLE.COM

<u>Bill-To Account # 071023</u>		<u>Ship-To Account # 071023</u>			
Customer Name	VILLAGE OF LIBERTYVILLE	Customer Name	VILLAGE OF LIBERTYVILLE	Payment Terms:	Net 30
Address4	VILLAGE HALL	Address4	WASTE WATER PLANT	Billing Method:	Annual-Invoices on START Date
Address1	118 W COOK AVE	Address1	1532 ARTAIUS PKWY	Currency:	USD
Address2		Address2			
Address3		Address3			
City,State,PostalCode	LIBERTYVILLE-IL-60048-1871	City,State,Postalcode	LIBERTYVILLE-IL-60048-3789		
Province/Country	US	Province/Country	US		

Line	Service Name	Start Date	End Date	Description/Serial Number	Line Total
1	FSPRTC	01-MAY-21	30-APR-22	Field Service Partnership, First RTC Channel:01-MAY-2021:30-APR-2022 Coverage and support of first RTC channel. Includes ongoing priority tech support, remote monitoring, system alerts, and monthly reports. Covers all parts, labor, and travel for onsite repairs of the RTC computer.	2,851.00
	1.1 LXV515.99.0003B			RTC , 15" touch screen (Beckhoff) ; 315654858NOSN	
2	FSPRTC-ADD	01-MAY-21	30-APR-22	Field Service Partnership, Addtl RTC	2,529.00

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 2 of 6 Partnership Number : HACH972458
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com

				Channel:01-MAY-2021:30-APR-2022	
				Coverage and support of each additional RTC channel. Includes ongoing priority tech support, remote monitoring, system alerts, and monthly reports. Covers all parts, labor, and travel for onsite repairs of the RTC computer. Must be purchased with FSPRTC.	
	2.1	LXV515.99.0003B		RTC , 15" touch screen (Beckhoff) ; 315654858NOSN	
3	FSPFILTRAX		01-MAY-21 30-APR-22	Fld Svc-4V Filtrax:01-MAY-2021:30-APR-2022	13,316.00
	3.1	LXV294.54.00000		db FILTRAX CONTROL MODULE, 115VAC ; 1915556	
	3.2	LXV294.54.00000		db FILTRAX CONTROL MODULE, 115VAC ; 1920956	
	3.3	LXV294.54.00000		db FILTRAX CONTROL MODULE, 115VAC ; 1921986	
	3.4	LXV294.54.00000		db FILTRAX CONTROL MODULE, 115VAC ; 1922388	
4	FSPSC1000		01-MAY-21 30-APR-22	Fld Svc-1V SC1000 Controller:01-MAY-2021:30-APR-2022	544.00
	4.1	LXV400.99.1N582		ee SC1000 PM 6 SENS 4-20mA IN/OUT RTC PROGNOSES REL ; 1920559DUP0	
	4.2	LXV400.99.1N582		ee SC1000 PM 6 SENS 4-20mA IN/OUT RTC PROGNOSES REL ; 1920560DUP0	
5	FSPPHOSPHAXSC		01-MAY-21 30-APR-22	aa Fld Svc-2V Phosphax sc V.2006:01-MAY-2021:30-APR-2022 Field Service includes: All parts, labor, and travel for on-site repairs, 2 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our	5,086.00

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 3 of 6 Partnership Number : HACH972458
	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	<i>WebSite:</i> www.hach.com

				environmental and safety requirements. Coverage does NOT include Filtrax or Filterprobe. These units must be covered under a separate FSP offering.	
	5.1	LXV422.99.14002		PHOSPHAX sc PHOSP ANLZ 115-230V,2 CH ; 1924249	
	5.2	LXV422.99.14002		PHOSPHAX sc PHOSP ANLZ 115-230V,2 CH ; 00001847105	
6	BSPPLUSDR2800		01-MAY-21 30-APR-22	BenchPlus-DR2800:01-MAY-2021:30-APR-2022 The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable.	814.00
	6.1	DR2800-01		oo aa DR2800 SPECTRO W/O BATTERY PACK ; 1212182	
7	HACH PM EVAL 1VISIT		01-MAY-21 30-APR-22	Field Instrument Evaluation Visit:01-MAY-2021:30-APR-2022 Instruments added to a service agreement must be evaluated to ensure they are within factory specifications. Any required repairs found on the initial evaluation beyond preventative maintenance may be subject to additional charges. Charges will be waived up to one major repair given the instrument being repaired is placed under contract for a minimum of 2 years.	0.00
	7.1	DR2800-01		oo aa DR2800 SPECTRO W/O BATTERY PACK ; 1212182	

Sub Total : 25,140.00
Tax: 0.00
Total : 25,140.00

Partnership Notes :

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation;

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 4 of 6 Partnership Number : HACH972458
	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	<i>WebSite:</i> www.hach.com

(ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract

Customer Name : VILLAGE OF LIBERTYVILLE

Customer P.O. Number : _____

Customer Reference Number : _____

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. APPLICABLE TERMS & CONDITIONS:

These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. CANCELLATION:

Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and reinstatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. DELIVERY:

Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. INSPECTION:

Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. PRICES & ORDER SIZES:

All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. PAYMENTS:

All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment.

7. LIMITED WARRANTY:

Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. INDEMNIFICATION:

Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.

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9. PATENT PROTECTION:

Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. TRADEMARKS AND OTHER LABELS:

Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. SOFTWARE:.

All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12. PROPRIETARY INFORMATION; PRIVACY:

"Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. CHANGES AND ADDITIONAL CHARGES:

Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:

In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE:

Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:

Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. FORCE MAJEURE:

Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. NON ASSIGNMENT AND WAIVER:

Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. LIMITATION OF LIABILITY:

None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance

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or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

20. APPLICABLE LAW AND DISPUTE RESOLUTION:

The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

21. ENTIRE AGREEMENT & MODIFICATION:

These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

**Village of Libertyville
Contract/Proposal for
Hach Service Support at the
Wastewater Treatment Plant
Phosphorus Removal Facility**

Full Name of Bidder: Hach

Principal Office Address: P.O. Box 389, 5600 Lindbergh Drive, Loveland, CO. 80539-0389

Local Office Address: _____

Contact Person: Donny Angiello, Regional Sales Manager-Municipal Illinois

Telephone: 630-659-7532

Email: dangiell@hach.com

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" (See Exhibit B – Hach Company Service Partnership Quotation)

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the (the "Work Site");
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and

authorizations necessary in connection therewith;

3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates specified in this Contract/Bid;
 4. Taxes. Pay all applicable federal, state and local taxes.
 5. Miscellaneous. Do all other things required of Bidder by this Contract.
 6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.
- B. Performance Standards. If this Contract is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in

accordance with the specifications attached hereto and by this reference made a part of this Contract.

- C. Responsibility for Damage or Loss. If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.
- D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

Bid prices shall include all required insurance, permits, bonds, labor materials and shipping costs (including any additional charges for overtime or off-hour work). Any unforeseen work that may be revealed during the course of this project shall immediately be brought to the attention of the Village of Libertyville. The Village of Libertyville may then, at its sole discretion, allow the Contractor to submit a not to exceed time and material bid to

alleviate the unforeseen work. Said work will be above and beyond the scope of this bid. The Village of Libertyville requires the breakdown of the various costs enumerated in the bid form be made a part of this bid package. Any bidder that does not fully provide all required information may be deemed to be a non-responsive bid at the sole discretion of the Village of Libertyville.

- A. Basis for Determining Prices. It is expressly understood that:
 - 1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
 - 2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
 - 3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.

B. Time of Payment.

It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

Provide invoice of services rendered when project is completed. Net 30 days term from date of invoice rendered.

All payments may be subject to deduction or set-off by reason of any failure of Bidder to perform under this Contract. Each payment shall include Bidders certified transcript of payroll proving prevailing wages were paid, Bidder's certification of the value of, and partial or final waivers of lien

covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid. Payments will be made after services are rendered and properly invoiced.

3. Contract Time Proposal

If this Contract/Proposal is accepted, **Bidder proposes, and agrees, that Bidder shall commence the Work within 10 days following Owner's acceptance of this Contract/Proposal provided Bidder shall have furnished to Owner all Bonds and all insurance certificates and endorsements specified in this Contract/Proposal.** If this Contract/Proposal is accepted Bidder proposes, and agrees, that Bidder shall perform work diligently and continuously and shall **complete the Work not later than April 30, 2022.**

This contract, if approved by the Owner, shall be in effect for a period of one year ("Initial Contract Term") **and shall automatically renew for three additional one year terms at the same rates as quoted on the submitted Price Proposal Form herein, or with a mutually agreed to annual inflationary cost adjustment,** for the Initial Contract Term unless at least thirty (30) days prior to the end of the Initial Contract Term or each Renewal Term (as hereinafter defined), the Owner provides written notice to the Bidder of its intention not to renew for the subsequent one year period ("Notice of Non-Renewal"). Each one-year term following the initial term shall be referred to as a "Renewal Term". In the event that the Owner gives such Notice of Non-Renewal, the contract shall terminate effective on the

last day of the then current one-year term. It is understood that each Renewal Term will be subject to modifications by the Owner the start and completion dates.

4. Finance Assurance

A. Insurance. Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Bidder, his agents, representatives, employees or subcontractors.

If this Contract is accepted, Contractor proposes, and agrees, that Contractor shall provide certificate of insurance evidencing the minimum insurance coverage's and limits set forth below within 10 days following Owners acceptance of this Contract. Such policies shall be in the form, and from companies, acceptable to the owner. (Exhibit A)

Additional Insured. *The Village of Libertyville, its officials, agents, employees and volunteers are to be covered as additional insureds* as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Libertyville, its officials, agents, employees and volunteers.

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

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

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

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

All general liability coverage's shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Libertyville. This specifically includes any limitation imposed by any state statute, regulation, or case law

including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*.

Waiver of Subrogation. The insurer shall agree to waive all rights of subrogation against the Village of Libertyville, its officials, agents, employees and volunteers for losses arising from work performed by Contractor for the municipality.

Cancellation Notice Recipient. Each insurance policy required shall have the Village of Libertyville expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

All Coverages. No Waiver. Under no circumstances shall the Village of Libertyville be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

- a. Allowing work by Contractor or any subcontractor to start before receipt of Certificate Insurance **and** Additional Insured Endorsements.
- b. Failure to examine, or demand correction of any deficiency, of any Certificate of Insurance **and** Additional Insured Endorsement received.

Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all the requirements stated herein.

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

Verification of Coverage. Contractor shall furnish the Village of Libertyville with certificates of insurance naming the Village of Libertyville, its officials, employees, agents and volunteers as additional insureds and with original endorsements affecting coverage required by this clause. The certificates

and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. The following additional insured endorsements shall be utilized: ISO Additional Insured Endorsements CG 2010 or CG 2026, and CG 2037 – Completed Operations, where required. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

The insurance coverage's and limits set forth below shall be deemed to be minimum coverage's and limits shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract. The minimum insurance coverage's and limits shall be maintained at all times while providing, performing or completing the Work.

Commercial General Liability

Limits shall not be less than:

- Each Occurrence: \$1,000,000
- Damage to Rented Premises: \$50,000
- Medical Expenses: \$5,000
- Personal & Advertising Injury: \$1,000,000
- General Aggregate: \$2,000,000
- Products-Completed Operations Aggregate: \$1,000,000
 - Coverage is to be written on an “occurrence” basis.
 - General aggregate limit applies per the “project”.
 - The “ADDL INSR” box shall be marked with “Yes” in the box.
 - The “SUBR WVD” box shall be marked with “Yes” in the box.

Coverage to Include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)

- Broad Form Property Damage Endorsement
- “X”, “C” and “U”
- Contractual Liability
 - Contractual Liability coverage shall specifically include indemnification set below.

Workers’ Compensation and Employers Liability

Limits shall not be less than:

- Employers Liability - Each Accident-Injury \$500,000
- Employers Liability - Each Employee-Disease \$500,000
- Employers Liability - Disease-Policy \$500,000
- Workers’ Compensation: Statutory
 - Such insurance shall evidence that coverage applies to the State of Illinois.

Automobile Liability

Limits shall not be less than:

- Combined Single Limit: \$1,000,000
 - Coverage is to be written on an “Any Auto” basis.

Umbrella Liability

Limits shall not be less than:

- Bodily Injury and Property Damage Combined Single Limit: \$2,000,000
 - The “ADDL INSR” box shall be marked with “Yes” in the box.
 - The “SUBR WVD” box shall be marked with “Yes” in the box.
 - The Policy shall be in excess of the limits stated above.

Indemnity/Hold Harmless Provision. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village of Libertyville, its officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village of Libertyville, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village of Libertyville, its employees or agents, the Contractor shall, at its own

expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village of Libertyville, its officials, employees and agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of

Libertyville, its officials, employees and agents as herein provided.

Penalties. If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Proposal

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract/Bid within **90 days** after the date this sealed Contract is opened.

6. Bidders Representations and Warranties

In order to induce Owner to accept this Contract, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in Subsection 1B of this Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner.

B. Regulatory Requirements. Successful bidder must comply with all applicable

laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.

C. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

D. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposal set forth above.

E. Prevailing Wage. Not less than the rate of wages for Lake County and as required by the Village of Libertyville or the State of Illinois Department of Labor or determined by a court on review shall be paid to all laborers, workers and mechanics performing work for the duration of this contract. Contractor is responsible for providing the municipality with written documentation of their compliance with the Illinois prevailing wage statute and is responsible for any fines or penalties to the state of Illinois if they are found to be in violation of the prevailing wage act.

7. Acknowledgements

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

- A. Reliance. Owner is relying on all warranties, representations and statements made by the Bidder in this Contract.
- B. Reservation of Rights. Owner reserves the right to reject any and all bids, reserves the right to reject the low-price bid, and reserves such other rights as are set forth in the Instructions to Bidders.
- C. Acceptance. If this Contract is accepted, Bidder shall be bound by each and every term, condition or provision contained in this Contract and in Owners written notification of acceptance in the included in the bound set of documents.
- D. Remedies. Each of the rights and remedies reserved to Owner in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity in this Contract/Proposal.
- E. Time. Time is of the essence of this Contract and, except where stated otherwise, reference in this Contract to

days shall be construed to refer to calendar days.

- F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.
- G. Severability. The provision of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provisions, nor the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall in any way affected thereby.
- H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder.

I. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.

J. Governing Law. This Contract and the

rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois.

BIDDER'S SIGNATURE PAGE

The undersign declares that they carefully examined the proposed work, specifications and special requirements, and hereby proposes and binds themselves on award by the Village Board in accordance with said Contract Requirements.

The persons executing this Proposal/Contract on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Proposal/Contract on behalf of said party, (iii) by so executing this Proposal/Contract, such party is formally bound to the provisions of this Proposal/Contract, and (iv) the entering into this Proposal/Contract does not violate any provision of any other Proposal/Contract to which said party is bound. This Proposal/Contract shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

Bidder Status

Corporation _____ State: _____

Partnership _____ State: _____

Individual Proprietorship: _____

Bidders Company/Firm Name:

Bidders Company/Firm Address:

Telephone: _____

E-Mail: _____

Signature: _____

Printed Name: _____

Title/Position (**must be an official officer of company/firm**): _____

If a Corporation or Partnership, list all officers and partners:

Name	Title	Address

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
Village of Libertyville, its officials, employees, agents and volunteers	Various Locations or Name the specific address of the project
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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.

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)
<p>Village of Libertyville, its officials, employees, agents and volunteers</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Village of Libertyville, its officials, employees, agents and volunteers	Various Locations or Name the specific address of the project
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

HACH COMPANY SERVICE PARTNERSHIP QUOTATION

**VILLAGE BOARD AGENDA SUPPLEMENT**

Meeting Date:	June 8, 2021
Agenda Item:	Consideration of a Resolution to Award a Professional Services Agreement to Gewalt Hamilton Associates, Inc. for a Street & Parking Lot Light Replacement Assessment
Staff Recommendation:	Approve Resolution
Staff Contact:	Paul Kendzior, P.E., C.F.M., Director of Public Works

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. (GHA) 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.

The scope of the project initially included all Village owned streetlights. As requested at the May 25, 2021 Village Board meeting, Staff has contacted GHA to adjust the scope of the Assessment to also include the approximate 150 Village-owned parking lot lights. This increased the Agreement price from \$49,412 to \$52,052.

Staff recommends adoption of the attached resolution to approve the Professional Services Agreement with Gewalt Hamilton Associates, Inc. for the Street & Parking Lot Light Replacement Assessment in the amount of \$52,052 and authorize the execution of the agreement by the Village Administrator.

RESOLUTION NO. 21-R-

CONSIDERATION OF A RESOLUTION TO AWARD A PROFESSIONAL SERVICES AGREEMENT TO GEWALT HAMILTON ASSOCIATES, INC. FOR A STREET & PARKING LOT LIGHT 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-owned streetlights and Village-facility owned parking lot 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 Street & Parking Lot Light Replacement Assessment, in which the scope has been expanded to all Village owned parking lot lights; 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 \$52,052; 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 Street & Parking Lot Light Replacement Assessment in the not-to-exceed amount of \$52,052.

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 Street & Parking Lot Light Replacement Assessment in the not to exceed amount of \$52,052.

Section 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 Street & Parking Lot Light 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



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.

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.

9) Services Provided by Village of Libertyville Staff

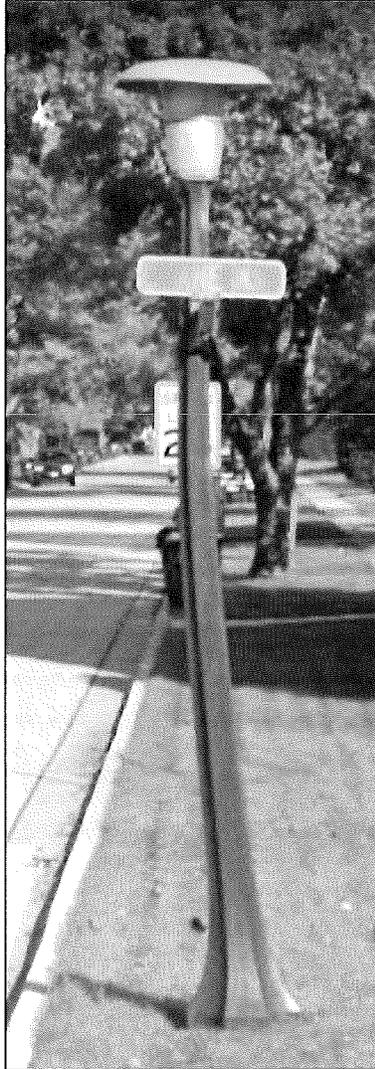
The Assistant Director of Public Works will serve as the liaison for this project with assistance from the Director of Public Works, Village Engineer, Deputy Director of Public Works, and Superintendent of Public Works. Staff will provide all existing documentation upon request by the consultant and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

Exhibit A
Photos of Current Village Streetlights

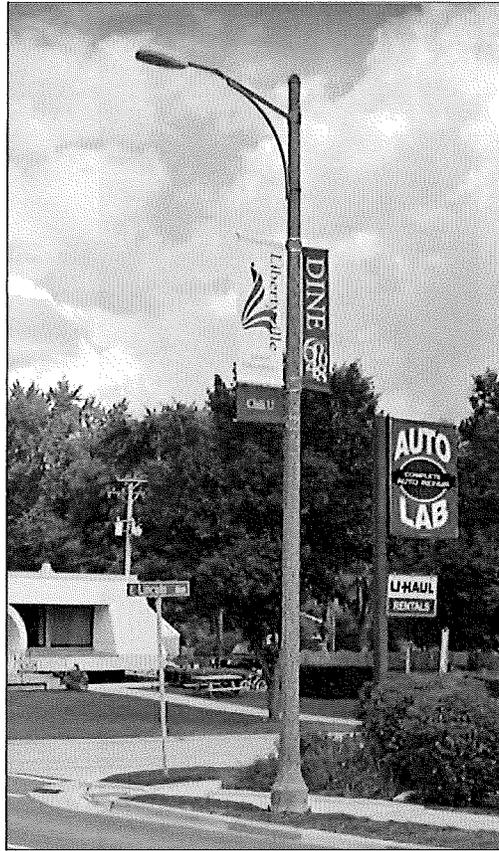
Riva Ridge Drive



Crane Blvd and Drake Street



S. Milwaukee Avenue & E. Lincoln Avenue



Liberty Bell Lane

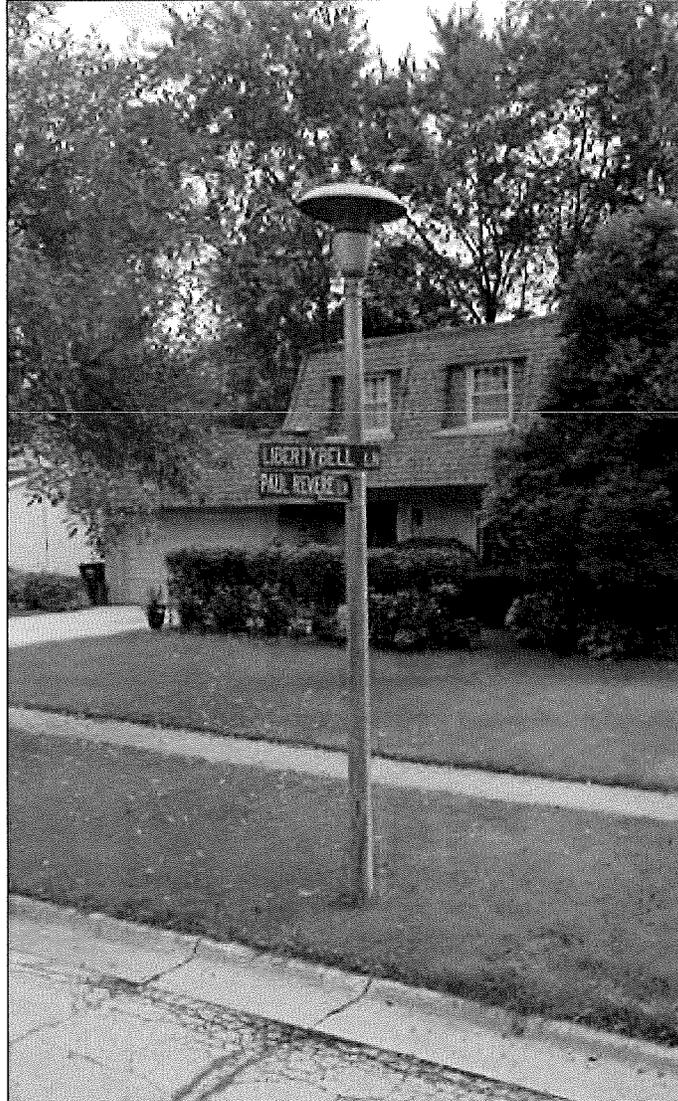


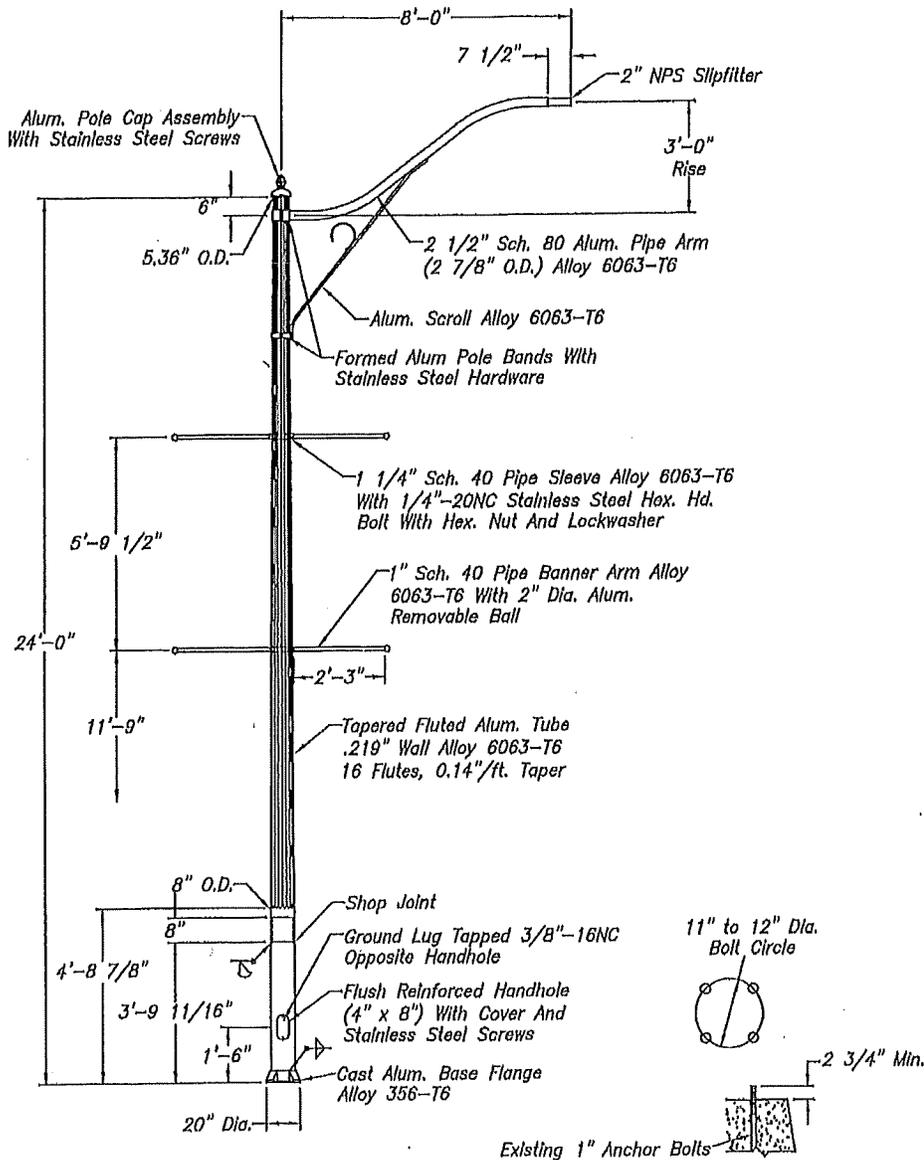
Exhibit B
Details of Replacement Streetlights

(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



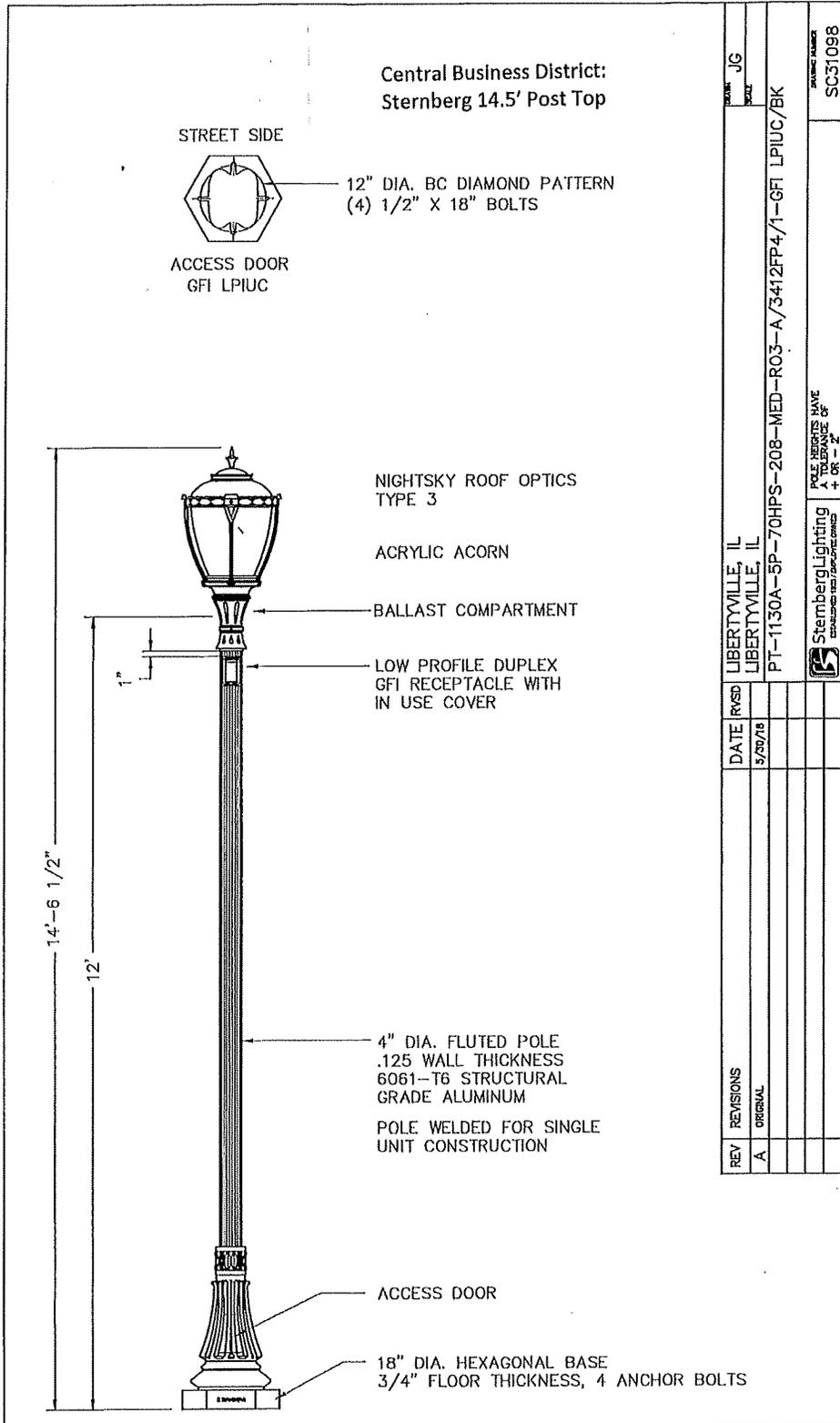
SKJKOPP60456A

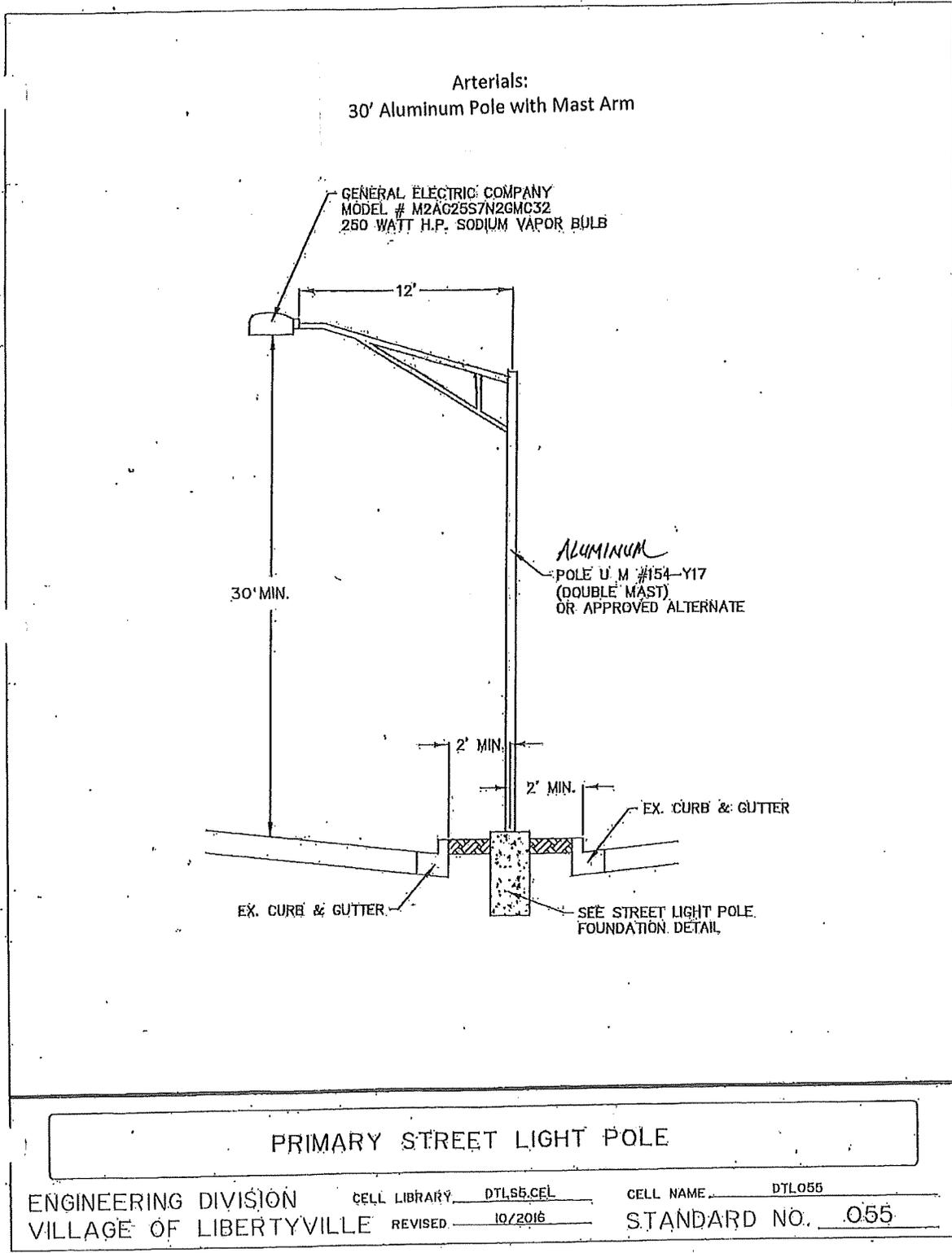
Ref: 34762

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





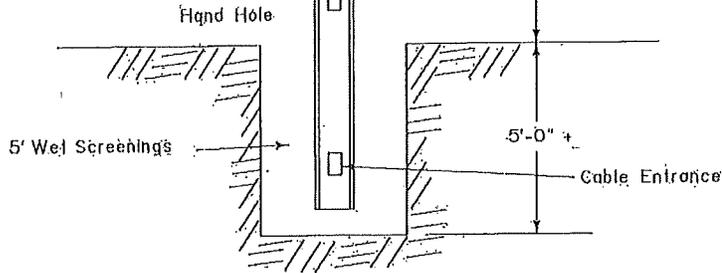
Residential:
12' Town and Country

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
DTLS4.CEL

STANDARD NO. 034

Exhibit C
Streetlight Classifications

Table

<i>Type</i>	<i>Description</i>	<i>Quantity</i>
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	
	Total*	2,489

*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.

April 16, 2021
Revised: June 1, 2021

Ms. Laura Ditanto
Assistant Director of Public Works
Village of Libertyville
200 East Cook Avenue
Libertyville, IL 60048

Re: Street & Parking Lot Light Pole Replacement Assessment
Village Owned Infrastructure
GHA Proposal No. 2021.M028

Dear Ms. Ditanto:

Gewalt Hamilton Associates, Inc. (GHA) appreciates the opportunity to submit this proposal to the Village of Libertyville. We have reviewed the request for proposal documents along with the clarifications that have been provided from the Village. It is our understanding that the Village of Libertyville desires to complete the following:

- Field inspection and inventory of existing light poles within the Village
- Conceptual opinion of probable costs for each "project area" or subdivision
- Draft CIP plan for lighting improvements over the next 15 years
- Prepare final report summarizing recommendations and present to the Village Board

We propose to conduct the inspections with GPS equipment and with consultation from Geary Electric, Inc. who will be our subconsultant on the project.

If our proposal is acceptable, please sign and return one copy to our office. If you should have any questions or if we can be of any additional assistance, please feel free to contact me. We look forward to assisting you with this project.

Sincerely,
Gewalt Hamilton Associates, Inc.



Todd P. Gordon, P.E.
Director of Construction Services
tgordon@gha-engineers.com
Direct: 847-821-6218

Agreement for Professional Services
Street and Parking Lot Light Pole 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 street and parking lot light poles within the Village limits. There are approximately 2,425 features that will require inspection and identification in the report. Each light pole will be assigned a condition rating and the fixture and pole type will be cataloged. Each light pole 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 light pole rating survey of the entire public road system within the Village. A ranked listing of the roads, subdivisions, parking lots 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 light poles 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 light pole rating survey will be completed by means of visually evaluating each light pole. Each light pole 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 light pole 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, including lights owned within parking lots, 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 light pole 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. Light pole photograph attachment
3. Estimated cost for rehabilitation
4. Programmed rehabilitation year
5. Light poles 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 light poles 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 light poles 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 or ComEd light poles.

IV. Project Schedule

Upon authorization, GHA will commence with the light pole 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 light pole 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 in 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.

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

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

If our proposal is acceptable, please sign below indicating your acceptance of this agreement in its entirety. We look forward to assisting you with this project.

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

Gewalt Hamilton Associates, Inc

Village of Libertyville



Mr. Todd P. Gordon, P.E.
Director of Construction & Survey Services

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

Date: _____

Date: _____

Encl: Attachment A
GHA Hourly Rates

	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
I. Field Work - 2425 Features																						
Kickoff Meeting - Village				4								4				4					12	\$ 1,956
Field Work																16		132			148	\$ 17,024
Field Work Reduction & Mapping												8						16	16		40	\$ 4,456
Setup Collector App												4							8		12	\$ 1,332
Internal Kickoff Meeting				2								2				2		2	2		10	\$ 1,370
I. Category Subtotal	0	0	0	6	0	0	0	0	0	0	0	18	0	0	0	22	0	150	26	0	222	\$ 26,138
II. Final Report and EOPC Preparation																						
Exhibits												4							20		24	\$ 2,340
EOPC's				2												10					12	\$ 1,768
Report Recommendations		4		24								5				24					57	\$ 9,361
Board Presentation		4		4																	8	\$ 1,496
Board Presentation Materials				1								2				4			4		11	\$ 1,410
Village Meetings (2)				6								3				6					15	\$ 2,439
II. Category Subtotal	0	8	0	37	0	0	0	0	0	0	0	14	0	0	0	44	0	0	24	0	127	\$ 18,814
III. Subconsultants																						
Geary Electric Staff Assistance																40					40	\$ 5,600
III. Category Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40	0	0	0	0	40	\$ 5,600
Total Hours	0	8	0	43	0	0	0	0	0	0	0	32	0	0	0	106	0	150	50	0	389	\$ -
Total Labor																					778	\$ 50,552
Reimbursable Expenses																						\$ 1,500
Total Labor + Reimbursables																						\$ 52,052

**AGREEMENT BETWEEN THE VILLAGE OF LIBERTYVILLE AND
GEWALT HAMILTON ASSOCIATES, INC.
FOR PROFESSIONAL SERVICES
STREET & PARKING LOT LIGHT 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: **\$52,052.00** 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

To the Consultant:
 Todd Gordon, P.E.
 Director of Construction Services
 625 Forest Edge Drive
 Vernon Hills, Illinois 60061
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

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
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.	

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

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
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

PETITIONS AND COMMUNICATIONS

The Zoning Board of Appeals will meet virtually at 7:00 p.m. on Monday, June 14, 2021.

The Parking Commission will meet virtually at 10:00 a.m. on Tuesday, June 15, 2021.

The Economic Development Commission will meet virtually at 7:30 a.m. on Wednesday, June 16, 2021.

The Sustain Libertyville Commission will meet virtually at 4:00 p.m. on Wednesday, June 16, 2021.

The Historic Preservation Commission will meet virtually at 5:00 p.m. on Monday, June 21, 2021.

The Appearance Review Commission will meet virtually at 7:00 p.m. on Monday, June 21, 2021.

The Public Works Committee will meet virtually at 7:00 p.m. on Tuesday, June 22, 2021.

The Village Board will meet virtually at 8:00 p.m. on Tuesday, June 22, 2021.

EXTERNAL MEETINGS: (Board & Staff Reminders)

The CLCJAWA Board will meet virtually at 6:00 p.m. on Wednesday, June 23, 2021.