



## BOARD OF TRUSTEES VILLAGE BOARD MEETING

Tuesday, January 11, 2022 at 8:00 PM

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

### AGENDA

MEETING HELD VIA GOTO MEETING

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

<https://global.gotomeeting.com/join/533220173>

You can also dial in using your phone.

United States: +1 (786) 535-3211

Access Code: 533-220-173

Governor Pritzker and President Johnson have each made a determination that the Village Board meeting should be held virtually due to the COVID-19 pandemic and pursuant to Section 7(e) of the Open Meetings Act. This will be the only notice of the meeting, and where and how the meeting will be conducted. Information regarding the location of the public meeting and instructions for participating in the public meeting will be posted on the Village's website ([www.libertyville.com](http://www.libertyville.com)) and will include updates as needed.

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 November 23, 2021 Village Board Meeting
  - C. Bills for Approval
  - D. Consideration of a Confirming Ordinance to Waive Competitive Pricing to Purchase a Proprietary Vehicle Basestation Water Meter Radio Reading Device
  - E. Consideration of an Ordinance Vacating Unimproved Right-of-Way adjacent to 0 Big Oak Lane (South Half of 1255 Thornbury Lane)

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

*Assistive listening devices are available.*

- F. Consideration of a Resolution to Purchase Fire Hose and Nozzles from Municipal Emergency Services
- G. Consideration of an Ordinance Granting a Variation from Section 26-11-13 of the Libertyville Zoning Code to Allow Two Wall Signs (1620 S. Milwaukee Avenue) - McGrath Acura of Libertyville, Applicant
- H. Consideration of an Ordinance Declaring Surplus Property
- I. Consideration of a Resolution Approving a Contract for Services with LifeSport Athletic Club of Libertyville for Tennis and Fencing Classes
- J. Consideration of a Resolution Approving a Contract for Services with Shotokan Karate Club of Vernon Hills for Karate Classes
- K. Consideration of a Resolution to Approve an Intergovernmental Agreement by and between the Village of Libertyville and Community High School District No.128 Regarding Installation of a Pier on Butler Lake
- L. ARC Report
- M. HPC Report

**REGULAR AGENDA**

- 4. Consideration of a Resolution to Approve a Request for Special Events – MainStreet Libertyville
- 5. Consideration of a Resolution to Approve a Special Event – Dog Days of Summer
- 6. Consideration of a Resolution to Approve a Special Event Request from the Libertyville Civic Center Foundation for Libertyville Days 2022
- 7. Consideration of a Resolution to Approve a Contract with Arthur Weiler, Inc. for the Annual Parkway Tree Planting Program
- 8. Consideration of a Resolution Approving a Collective Bargaining Agreement with the International Union of Operating Engineers, Local 150 Public Employees Division
- 9. Consideration of an Ordinance Waiving Competitive Bidding for the Removal and Replacement of Twenty Windows at the Crawford House
- 10. **Mayor's Update**
  - A. Petitions and Communications
- 11. **Village Administrator Update**
- 12. **Adjournment**

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## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** January 11, 2022  
**Agenda Item:** Omnibus Vote Agenda  
**Staff Recommendation:** Approve items on Omnibus Vote Agenda  
**Staff Contact:** Kelly Amidei, Village Administrator

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### Background:

- A. Summary of Omnibus Vote Agenda Items
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- D. Consideration of a Confirming Ordinance to Waive Competitive Pricing to Purchase a Proprietary Vehicle Basestation Water Meter Radio Reading Device
- E. Consideration of an Ordinance Vacating Unimproved Right-of-Way adjacent to 0 Big Oak Lane (South Half of 1255 Thornbury Lane)
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- H. Consideration of an Ordinance Declaring Surplus Property
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- J. Consideration of a Resolution Approving a Contract for Services with Shotokan Karate Club of Vernon Hills for Karate Class
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- L. ARC Report
- M. HPC Report

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



**VILLAGE BOARD AGENDA SUPPLEMENT**

**Meeting Date:** January 11, 2022  
**Agenda Item:** Approval of Attached Bills (December 28, 2021 & January 11, 2022)  
**Staff Recommendation:** Approve Payment  
**Staff Contact:** Nicholas A. Mostardo, Director of Finance

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<u>Summary of Funds</u>	
General Fund	\$353,738.88
Commuter Parking Fund	8,917.54
Concord Special Service Area	699.23
Foreign Fire Insurance Tax	3,220.50
General Bond & Interest	0.00
Hotel/Motel Tax Fund	42,339.67
Impact Fee Fund	0.00
Libertyville Sports/Comp	1,118.45
Motor Fuel Tax Fund	13,390.71
Park Improvement Fund	7,320.00
Project Fund	31,375.80
Public Building Improvement Fund	38,340.51
Road Bond Fund	0.00
Stormwater Sewer Fund	3,423.62
Tax Increment Finance District	3,361.10
Technology Equipment/Replacement Service Fund	27,752.43
Timber Creek Special Service Area	464.11
Utility Fund	215,694.80
Vehicle Maintenance/Replacement Fund	44,476.32
<b>Total - Accounts Payable</b>	<b>795,633.67</b>
<b>Total - Payroll 12/20/21 &amp; 1/5/2022 (Salaries &amp; Employer Paid Benefits)</b>	<b>818,819.60</b>
<b>Grand Total</b>	<b>\$1,614,453.27</b>

The payment of the above listed funds has been approved by the Village Board of Trustees at a meeting held on January 11, 2022 and you are hereby authorized to pay them from the appropriate budgets.

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Donna Johnson, Mayor

Attest:

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Luke Stowe, Village Clerk

INVOICE DISTRIBUTION REPORT  
 EXP CHECK RUN DATES 01/11/2022 - 01/11/2022  
 POSTED AND UNPOSTED  
 OPEN

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
<b>Fund: 01 GENERAL FUND</b>					
<b>Department: 0000 GENERAL</b>					
01-0000-0-155000	POSTAGE HOLDING A/C	QUADIENT FINANCE USA, INC	POSTAGE ACCT #7900044062146018	1,000.00	None
01-0000-0-403016	EYE INSURANCE	FIDELITY SECURITY LIFE INS	EYE INS COVERAGE 1/22	504.29	None
01-0000-0-450000	BP-21-0017 - PI-21-0018	TURF INDUSTRIES INC	Check Request For Bond: BP-21-0017	500.00	None
01-0000-0-450000	BB-21-0183 - PB-21-0642	BRIAN ZALEWSKI AND CHRISTI	Check Request For Bond: BB-21-0183	500.00	None
01-0000-0-450000	BP-21-0004 - PI-21-0005	AMERICAN NATIONAL SPRINKLE	Check Request For Bond: BP-21-0004	500.00	None
01-0000-0-450000	BP-21-0014 - PI-21-0015	AMERICAN NATIONAL SPRINKLE	Check Request For Bond: BP-21-0014	500.00	None
01-0000-0-450000	BP-21-0005 - PI-21-0003	AMERICAN NATIONAL SPRINKLE	Check Request For Bond: BP-21-0005	500.00	None
01-0000-0-450000	BB-20-0200 - PD-20-0018	MACH 1 INC	Check Request For Bond: BB-20-0200	1,380.00	None
01-0000-0-450000	BB-20-0215 - PB-20-0794	LOGARAS, HARRAL & CHRISTIN	Check Request For Bond: BB-20-0215	1,500.00	None
01-0000-0-450000	BB-20-0020 - PB-20-0036	ELLIOT WEST HOME SERVICES	Check Request For Bond: BB-20-0020	500.00	None
01-0000-0-450000	BB-21-0012 - PB-21-0033	LAZZARETTO CONSTRUCTION	Check Request For Bond: BB-21-0012	1,500.00	None
01-0000-0-450000	BB-20-0183 - PB-20-0659	LAZZARETTO CONSTRUCTION	Check Request For Bond: BB-20-0183	1,500.00	None
01-0000-0-450000	BB-21-0173 - PB-21-0621	GREAT ROOMS DESIGNERS & BU	Check Request For Bond: BB-21-0173	1,500.00	None
01-0000-0-450000	BB-21-0073 - PB-21-0104	GREAT ROOMS DESIGNERS & BU	Check Request For Bond: BB-21-0073	1,500.00	None
01-0000-0-450000	BEP-20-0020 - PENG-20-0261	BURMEISTER, JON ANDREW	Check Request For Bond: BEP-20-0020	250.00	None
01-0000-0-450000	BEP-21-0002 - PENG-21-0018	FLAMANK, VENESSA	Check Request For Bond: BEP-21-0002	250.00	None
01-0000-0-450000	BESW-21-0013 - PENG-21-031	RVP CONCRETE	Check Request For Bond: BESW-21-0013	500.00	None
01-0000-0-450000	BB-21-0207 - PB-21-0700	SUNRUN INSTALLATION SERVIC	Check Request For Bond: BB-21-0207	500.00	None
01-0000-0-450000	BB-21-0202 - PB-21-0695	WYNKOOP HOLDINGS LLC	Check Request For Bond: BB-21-0202	505.00	None
01-0000-0-451000	BDB-19-0003 - PZ-19-0152	LIBERTYVILLE LLC	Check Request For Bond: BDB-19-0003	6,568.44	None
01-0000-0-460000	WASTE TAGS-DUE TO GROOT	GROOT, INC.	WASTE TAG SALES 12/21	53.00	None
01-0000-5-643000	AMBULANCE FEES	MOHAMED, MOHAMED	AMBULANCE REFUND	104.08	None
01-0000-5-643000	AMBULANCE FEES	BLUE CROSS BLUE SHIELD OF	AMBULANCE REFUND	1,118.67	None
Total Department 0000 GENERAL				23,233.48	
<b>Department: 0100 ADMINISTRATION/FINANCE</b>					
01-0100-3-705000	CONSULTING SERVICES	HITCHCOCK DESIGN, INC	NICHOLAS DOWDEN PARK SOUTH	2,092.50	None
01-0100-5-723000	OFFICE SUPPLIES	QUADIENT FINANCE USA, INC	POSTAGE ACCT #7900044062146018	139.73	None
01-0100-5-726000	TRAVEL, TRAIN, SUBSCRIP &	CHICAGO METROPOLITAN AGENC	CMAF FY 2022 LOCAL CONTRIBUTION	767.98	None
01-0100-5-726000	TRAVEL, TRAIN, SUBSCRIP &	IGFOA	2022 MEMBERSHIP FEE-TAX/BAYNES	200.00	None
01-0100-7-713000	MAINTENANCE - COPY MACHINE	RICOH USA, INC	COPIER LEASE 1/22	303.81	None
01-0100-7-713000	MAINTENANCE - COPY MACHINE	RICOH USA, INC	ADDT'L COPIES 10/1/21-12/31/21	789.26	None
Total Department 0100 ADMINISTRATION/FINANCE				4,293.28	
<b>Department: 0201 ENGINEERING</b>					
01-0201-5-706000	MATERIALS AND SUPPLIES	AMAZON CAPITAL SERVICES, I	41-CPR RESCUE MAKS	35.63	None
01-0201-5-723000	OFFICE SUPPLIES	RICOH USA, INC	ADDT'L COPIES 12/21	69.84	None
01-0201-5-723000	OFFICE SUPPLIES	PITNEY BOWES INC	POSTAGE METER LEASE 10/27-1/26/22	110.83	None
Total Department 0201 ENGINEERING				216.30	
<b>Department: 0203 STREETS</b>					
01-0203-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL INS	9,982.00	None
01-0203-3-728000	TECHNICAL SERVICES	FEDERAL MOTOR CARRIER SAFE	FMSCA-CDL DRUG TEST QUERY PROGRAM	2.50	None
01-0203-3-728000	TECHNICAL SERVICES	SPRINT / NEXTEL COMMUNICAT	SERVICE 11/24-12/23/21	16.99	None
01-0203-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE 1/22	102.90	None
01-0203-3-742000	COPY MACHINE LEASE	RICOH USA, INC	ADDT'L COPIES 10/1/21-12/31/21	32.26	None
01-0203-4-707000	STREETLIGHT ENERGY	AEP ENERGY INC	SERVICE 11/21	3,128.71	None
01-0203-4-707000	STREETLIGHT ENERGY	AEP ENERGY INC	SERVICE 12/21	240.22	None
01-0203-5-706000	MATERIALS AND SUPPLIES	NETWORK SERVICES COMPANY	JANITORIAL SUPPLIES	1,045.07	None
01-0203-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTYVIL	MISC HARDWARE & SUPPLIES	93.52	None

INVOICE DISTRIBUTION REPORT  
 EXP CHECK RUN DATES 01/11/2022 - 01/11/2022  
 POSTED AND UNPOSTED  
 OPEN

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
<b>Fund: 01 GENERAL FUND</b>					
<b>Department: 0203 STREETS</b>					
01-0203-5-752000	UNIFORMS	AMAZON CAPITAL SERVICES, I	41-CPR RESCUE MAKS	45.81	None
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	REPAIR CABLE FAULT-FAIRLAWN	1,468.20	None
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	INSTALL OUTLET & NEW POLE-N MILW AVE	1,743.78	None
01-0203-7-712000	MAINTENANCE BUILDINGS	BEST QUALITY CLEANING	JANITORIAL SERVICES 12/21	225.00	None
01-0203-7-713000	MAINTENANCE ROADWAY MEDIAN	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 1/22	1,263.70	None
01-0203-7-713000	MAINTENANCE ROADWAY MEDIAN	FLECK'S LANDSCAPING	LANDSCAPE MAINT #9	2,708.26	None
01-0203-7-716000	MAINTENANCE STREETS AND AL	LESTER'S MATERIAL SERVICE	TOP SOIL	258.00	None
Total Department 0203 STREETS				22,356.92	
<b>Department: 0204 SNOW REMOVAL AND ICE CONTROL</b>					
01-0204-3-728000	CONTRACTUAL SERVICES	ZIMMERMAN, RYAN	WEATHER FORECAST WNTER -2ND HALF SEAS	555.00	None
01-0204-5-706000	MORTON SALT DELIVERED 12/2	MORTON SALT, INC.	SALT - DELIVERED 12/29/21	5,178.79	None
01-0204-5-706000	MORTON SALT - DELIVERED 12	MORTON SALT, INC.	SALT - DELIVERED 12/30/21	10,347.87	None
01-0204-5-799000	MISCELLANEOUS	WITTRUCK, MARTIN E	REIMBURSE-MEALS SNOW PLOW	198.52	None
Total Department 0204 SNOW REMOVAL AND ICE CONTROL				16,280.18	
<b>Department: 0205 REFUSE &amp; RECYCLING</b>					
01-0205-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL INS	2,324.00	None
01-0205-3-724000	DISPOSAL	LAKESHORE RECYCLING SYSTEM	HAUL OUT SPOILS DISPOSAL	893.20	None
01-0205-3-724000	DISPOSAL	LAKESHORE RECYCLING SYSTEM	HAUL OUT SPOILS DISPOSAL	380.60	None
Total Department 0205 REFUSE & RECYCLING				3,597.80	
<b>Department: 0301 PLANNING DIVISION</b>					
01-0301-3-742000	Copies	T & T REPRODUCTIONS & SUPP	PAPER COPIES FOLDED-SMITH	120.00	None
01-0301-3-742000	COPY MACHINE LEASE	RICOH USA, INC	ADDT'L COPIES 12/21	69.84	None
01-0301-5-722000	POSTAGE	PITNEY BOWES INC	POSTAGE METER LEASE 10/27-1/26/22	110.83	None
Total Department 0301 PLANNING DIVISION				300.67	
<b>Department: 0302 BUILDING SERVICES</b>					
01-0302-3-728000	TECHNICAL SERVICES	THOMPSON ELEVATOR INSPECTI	1-NEW CONSTRUCTION PERMIT INSP	100.00	None
01-0302-3-728000	TECHNICAL SERVICES	THOMPSON ELEVATOR INSPECTI	8-SA ELEVATOR INSPECTIONS	344.00	None
01-0302-3-728000	TECHNICAL SERVICES	THOMPSON ELEVATOR INSPECTI	1-NEW CONSTRUCTION PERMIT INSP	100.00	None
01-0302-5-723000	OFFICE SUPPLIES	PITNEY BOWES INC	POSTAGE METER LEASE 10/27-1/26/22	110.83	None
01-0302-5-723000	OFFICE SUPPLIES	ACE HARDWARE OF LIBERTYVIL	MISC HARDWARE & SUPPLIES	49.56	None
01-0302-7-715000	MAINTENANCE OTHER EQUIPMEN	RICOH USA, INC	ADDT'L COPIES 12/21	69.84	None
Total Department 0302 BUILDING SERVICES				774.23	
<b>Department: 0501 POLICE ADMIN, COMMUNICATION &amp; RECORDS</b>					
01-0501-3-705000	CONTRACTUAL SERVICES	STERICYCLE, INC	SHREDDING 11/29/21	59.00	None
01-0501-3-705000	CONTRACTUAL SERVICES	COMMONWEALTH EDISON CO	SERVICE 12/21	13.10	None
01-0501-3-705000	CONTRACTUAL SERVICES	VILLAGE OF VERNON HILLS	DISPATCH OPERATING & CAPITAL 1/22	25,157.78	None
01-0501-5-706000	MATERIALS AND SUPPLIES	SIGN*A*RAMA	BOOKING/INTERVIEW ROOM SIGNS	185.00	None
01-0501-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTYVIL	MISC HARDWARE & SUPPLIES	5.99	None
01-0501-5-722000	POSTAGE	NSN EMPLOYER SERVICES, INC	POSTAGE FOR HEARING DOCKET	7.95	None
01-0501-5-723000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES, I	LABELS	59.99	None
01-0501-5-723000	OFFICE SUPPLIES	PITNEY BOWES INC	POSTAGE METER LEASE 10/27-1/26/22	110.82	None
01-0501-7-715000	MAINTENANCE OTHER EQUIPMEN	ADVANCED BUSINESS NETWORKS	ETHERNET SERVICE	494.20	None
Total Department 0501 POLICE ADMIN, COMMUNICATION & RECORDS				26,093.83	
<b>Department: 0502 POLICE PATROL</b>					
01-0502-5-706000	PD BLOOD DRAW SUPPLIES	EMERGENCY MEDICAL PRODUCTS	EMS - FIRE & PD SUPPLIES	11.22	None

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 EXP CHECK RUN DATES 01/11/2022 - 01/11/2022  
 POSTED AND UNPOSTED  
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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
<b>Fund: 01 GENERAL FUND</b>					
<b>Department: 0502 POLICE PATROL</b>					
01-0502-5-720000	PD BLOOD DRAW SUPPLIES	EMERGENCY MEDICAL PRODUCTS	EMS - FIRE & PD SUPPLIES	22.07	None
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP &	PETERSEN, JEFFREY	REIMBURSE-MEALS FOR IN-SERVICE	127.04	None
01-0502-5-752000	UNIFORMS	GALLS, LLC	RETURN-BOOTS-STECKENRIDER	(160.00)	None
01-0502-5-752000	UNIFORMS	STREICHER'S	RETURN-JACKET	(184.99)	None
Total Department 0502 POLICE PATROL				(184.66)	
<b>Department: 0602 FIRE PREVENTION</b>					
01-0602-5-726000	TRAVEL, TRAIN, SUBSCRIP &	NFPA	NFPA LINK SUBSCRIPTION	484.99	None
01-0602-5-726000	Stand-Up Desk for Bureau	AMAZON CAPITAL SERVICES, I	STAND UP DESK	133.88	None
01-0602-5-726000	TRAVEL, TRAIN, SUBSCRIP &	NIFIA	2022 MEMBERSHIP DUES	50.00	None
01-0602-5-726000	TRAVEL, TRAIN, SUBSCRIP &	NATIONAL ASSN OF FIRE INVE	FIRE INVESTIGATORS DUES-WEAVER	55.00	None
01-0602-5-726000	TRAVEL, TRAIN, SUBSCRIP &	IAAI	MEMBERSHIP DUES-WEAVER	130.00	None
Total Department 0602 FIRE PREVENTION				853.87	
<b>Department: 0603 FIRE-EMERGENCY SERVICES</b>					
01-0603-3-705000	CONTRACTURAL SERVICES	VILLAGE OF VERNON HILLS	DISPATCH OPERATING & CAPITAL 1/22	12,969.58	None
01-0603-3-728000	TECHNICAL SERVICES	THEODORE POLYGRAPH SERVICE	POLYGRAPH TEST - FF	200.00	None
01-0603-5-707000	FIREFIGHTER SUPPLIES	AMAZON CAPITAL SERVICES, I	SAFETY GLASSES	30.22	None
01-0603-5-707000	FIREFIGHTER SUPPLIES	DJ'S SCUBA LOCKER, INC	EQUIPMENT MAINTENANCE	464.61	None
01-0603-5-707000	Ribbed Stretcher	EMERGENCY MEDICAL PRODUCTS	EMS - FIRE & PD SUPPLIES	291.58	None
01-0603-5-726000	Video Conferencing Hardwar	CHICAGO AUDIO & VIDEO DESI	50% DEP-Video Conferencing Hardware	2,091.00	None
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP &	IPPPA	55-IPPPA RETIREMENT GUIDE	495.00	None
Total Department 0603 FIRE-EMERGENCY SERVICES				16,541.99	
<b>Department: 0604 FIRE-SUPPORT SERVICES</b>					
01-0604-5-706000	MATERIALS AND SUPPLIES	COMCAST	STN3 CABLE TV YRLY SERV 12/24/21-4/23	51.96	None
01-0604-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTYVIL	MISC HARDWARE & SUPPLIES	206.74	None
01-0604-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTYVIL	MISC HARDWARE & SUPPLIES	(37.23)	None
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORM-PAKOSTA	89.00	None
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORM-BENDING	87.41	None
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	BOOTS-WIASE	149.00	None
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORM-NOWAKOWSKI	336.85	None
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	PANTS-HUGHES	46.95	None
01-0604-5-752000	Duty Boots	RED WING BUSINESS ADVANTAG	BOOTS-HUGHES	148.74	None
01-0604-7-712000	6 Volt Batteries for Exit	BATTERIES PLUS LLC	6-6V LEAD	96.12	None
01-0604-7-712000	6 Volt Batteries for Exit	BATTERIES PLUS LLC	RETURN BATTERIES	(6.80)	None
01-0604-7-712000	MAINTENANCE BUILDINGS	ALTERNATE POWER INDUSTRIES	GENERATOR REPAIR STATION 1	305.35	None
01-0604-7-712000	MAINTENANCE BUILDINGS	TOTAL ELEVATOR SERVICE	9-ELEVATOR MAINT 12/21	167.00	None
01-0604-7-712000	Parts & Labor Station 2 HV	CAHILL HEATING & A/C	REPLACE CONTROL BOARD-FIRE STN 2	620.00	None
01-0604-7-712000	Parts & Labor to fix roof	CAHILL HEATING & A/C	REPLACE FAN BELT-FIRE STN3	204.00	None
01-0604-7-713000	MAINTENANCE GROUNDS	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 1/22	569.69	None
01-0604-7-713000	MAINTENANCE GROUNDS	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 1/22	354.24	None
01-0604-7-713000	MAINTENANCE GROUNDS	FLECK'S LANDSCAPING	LANDSCAPE MAINT #9	86.34	None
Total Department 0604 FIRE-SUPPORT SERVICES				3,475.36	
<b>Department: 0701 PARKS</b>					
01-0701-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL INS	12,382.00	None
01-0701-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL INS-KIDD, G	2,324.00	None
01-0701-3-705000	CONTRACTUAL SERVICES	BEST QUALITY CLEANING	JANITORIAL SERVICES 12/21	375.00	None
01-0701-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 11/21	23.31	None
01-0701-5-706000	MATERIALS AND SUPPLIES	A TO Z ENGRAVING CO, INC	BLANK MEMORIAL PLAQUE TEMPLATE	26.00	None

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 EXP CHECK RUN DATES 01/11/2022 - 01/11/2022  
 POSTED AND UNPOSTED  
 OPEN

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
<b>Fund: 01 GENERAL FUND</b>					
<b>Department: 0701 PARKS</b>					
01-0701-5-706000	SANDING DISCS FOR PICNIC T	MCMMASTER-CARR SUPPLY CO	SANDING DISCS FOR PICNIC TABLE MAINT	86.79	None
01-0701-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTYVIL	MISC HARDWARE & SUPPLIES	101.11	None
01-0701-5-723000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES, I	2-WEBCAMS	79.98	None
01-0701-5-726000	TRAVEL, TRAIN, SUBSCRIP &	AYALA, ROSALIO	CDL RENEWAL	61.35	None
01-0701-5-729000	NURSERY STOCK AND TREES	ARTHUR WEILER, INC	FINAL PMT-1 YR WARRANTY PMT	202.50	None
01-0701-5-752000	UNIFORMS	LECHNER & SONS	UNIFORMS	24.24	None
01-0701-5-752000	UNIFORMS	AMAZON CAPITAL SERVICES, I	41-CPR RESCUE MAK5	35.63	None
01-0701-5-752000	UNIFORMS	LECHNER & SONS	UNIFORMS	24.24	None
01-0701-5-799000	TRAVEL, TRAIN, SUBSCRIP &	ILLINOIS TOLLWAY	MISSED TOLLS-PARKS	24.20	None
01-0701-5-799000	MISCELLANEOUS	FEDERAL MOTOR CARRIER SAFE	FMSCA-CDL DRUG TEST QUERY PROGRAM	2.50	None
01-0701-7-712000	MAINTENANCE BUILDING	ACE HARDWARE OF LIBERTYVIL	MISC HARDWARE & SUPPLIES	4.99	None
01-0701-7-713000	MAINTENANCE GROUNDS	ANIMAL CONTROL SPECIALISTS	BEAVER CONTROL-RED TOP	850.00	None
01-0701-7-713000	MAINTENANCE GROUNDS	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 1/22	16,289.99	None
01-0701-7-713000	MAINTENANCE GROUNDS	FLECK'S LANDSCAPING	LANDSCAPE MAINT #9	678.91	None
Total department 0701 PARKS				33,596.74	
<b>Department: 0702 RECREATION</b>					
01-0702-3-742000	COPY MACHINE LEASE	RICOH USA, INC	ADDT'L COPIES 10/1/21-12/31/21	19.18	None
01-0702-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY,	SERVICE 11/21	1,757.99	None
01-0702-5-706000	SUPPL & EXP - TOT PROGRAMS	RICOH USA, INC	COPIER LEASE 1/22	83.30	None
01-0702-5-706000	SUPPL & EXP - TOT PROGRAMS	RICOH USA, INC	ADDT'L COPIES 12/21	16.75	None
01-0702-5-707000	SUPPL & EXP-YOUTH PROGRAMS	AMAZON CAPITAL SERVICES, I	FACE SHIELD MASK/DRAW STRING BAGS	43.93	None
01-0702-5-723000	OFFICE SUPPLIES	RICOH USA, INC	COPIER LEASE 1/22	498.92	None
01-0702-5-732000	SUPPLIES & EXP -SPC EVNT F	PIZZA ITALIA	PARENTS NIGHT OUT-REC	22.49	None
01-0702-5-732000	SUPPLIES & EXP -SPC EVNT F	ACE HARDWARE OF LIBERTYVIL	MISC HARDWARE & SUPPLIES	44.71	None
01-0702-5-732000	SUPPLIES & EXP -SPC EVNT F	ACE HARDWARE OF LIBERTYVIL	MISC HARDWARE & SUPPLIES	(37.23)	None
01-0702-7-712000	MAINTENANCE BUILDING	MENARDS INC	DOOR REPAIR RIVERSIDE	36.25	None
01-0702-7-712000	MAINTENANCE BUILDING	BEST QUALITY CLEANING	JANITORIAL SERVICES 12/21	1,350.00	None
01-0702-7-712000	MAINTENANCE BUILDING	BEST QUALITY CLEANING	JANITORIAL SERVICES 12/21	1,000.00	None
01-0702-7-712000	MAINTENANCE BUILDING	BEST QUALITY CLEANING	JANITORIAL SERVICES 12/21	950.00	None
01-0702-7-712000	MAINTENANCE BUILDING	BEST QUALITY CLEANING	JANITORIAL SERVICES 12/21	275.00	None
01-0702-7-712000	MAINTENANCE BUILDING	GRAINGER INC	RIVERSIDE FAUCET REPAIR/MATERIAL	86.09	None
01-0702-7-712000	MAINTENANCE BUILDING	ACE HARDWARE OF LIBERTYVIL	MISC HARDWARE & SUPPLIES	14.99	None
01-0702-7-712000	MAINTENANCE BUILDING	ACE HARDWARE OF LIBERTYVIL	MISC HARDWARE & SUPPLIES	14.97	None
Total Department 0702 RECREATION				6,177.34	
<b>Department: 0703 SWIMMING POOL OPERATIONS</b>					
01-0703-3-705000	CONTRACTUAL SERVICES	JEFF ELLIS & ASSOCIATES, I	2022 ANNUAL CLIENT RETAINER FEES	900.00	None
01-0703-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 11/21	65.71	None
01-0703-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY,	SERVICE 11/21	671.26	None
01-0703-7-712000	MAINTENANCE BUILDING	BEST QUALITY CLEANING	JANITORIAL SERVICES 12/21	350.00	None
01-0703-7-712000	MAINTENANCE BUILDING	ACE HARDWARE OF LIBERTYVIL	MISC HARDWARE & SUPPLIES	27.99	None
Total Department 0703 SWIMMING POOL OPERATIONS				2,014.96	
<b>Department: 1000 EMERGENCY MANAGEMENT AGENCY</b>					
01-1000-5-726000	TRAVEL, TRAIN, SUBSCRIP &	COMLABS GOVERNMENT SYSTEMS	EMNET SUBSCRIPTION 2022	762.00	None
01-1000-7-715000	ROTOR DIRECTION INDICATOR	JS COMMUNICATIONS TECHNOLO	TORNADO SIREN MAINTENANCE	50.00	None
01-1000-7-715000	CONTROLLER	JS COMMUNICATIONS TECHNOLO	TORNADO SIREN MAINTENANCE	399.97	None
01-1000-7-715000	LABOR	JS COMMUNICATIONS TECHNOLO	TORNADO SIREN MAINTENANCE	740.00	None
Total Department 1000 EMERGENCY MANAGEMENT AGENCY				1,951.97	

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<b>Fund: 01 GENERAL FUND</b>					
<b>Department: 1200 LEGISLATIVE BDS &amp; COMMITTEES</b>					
01-1200-5-771000	BD OF POLICE & FIRE COMMIS	PIZZA ITALIA	FIRE & POLICE COMMISSIONERS MTG	19.99	None
Total Department 1200 LEGISLATIVE BDS & COMMITTEES				19.99	
<b>Department: 1500 CENTRAL BUSINESS DST PARKING</b>					
01-1500-7-712000	QUOTED SERVICES - LAKE STR	IFSI	FIRE SPRINKLER INSP-LAKE ST GARAGE	920.00	None
01-1500-7-712000	(5) FIRE EXTINGUISHER CABI	CARNEY AND COMPANY, INC	(5) FIRE EXTINGUISHERS CABINETS-PRKIN	1,350.00	None
01-1500-7-712000	MAINTENANCE BUILDING	TOTAL ELEVATOR SERVICE	9-ELEVATOR MAINT 12/21	167.00	None
01-1500-7-712000	MAINTENANCE BUILDING	TOTAL ELEVATOR SERVICE	9-ELEVATOR MAINT 12/21	167.00	None
01-1500-7-712000	MAINTENANCE BUILDING	TOTAL ELEVATOR SERVICE	9-ELEVATOR MAINT 12/21	192.00	None
01-1500-7-712000	MAINTENANCE BUILDING	TOTAL ELEVATOR SERVICE	9-ELEVATOR MAINT 12/21	192.00	None
01-1500-7-712000	MAINTENANCE BUILDING	CHARGEPOINT, INC	CHARGING STATION SUBSCRIPTIONS	658.00	None
01-1500-7-713000	MAINTENANCE PARKING LOTS	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 1/22	665.89	None
Total Department 1500 CENTRAL BUSINESS DST PARKING				4,311.89	
<b>Department: 1600 COMMUNITY ORGAN/ACTIVITIES</b>					
01-1600-3-750000	DIAL-A-RIDE	PACE SUBURBAN BUS	DIAL-A-RIDE 9/21	25.20	None
Total Department 1600 COMMUNITY ORGAN/ACTIVITIES				25.20	
<b>Department: 1700 PUBLIC BUILDINGS</b>					
01-1700-5-752000	UNIFORMS	AMAZON CAPITAL SERVICES, I	41-CPR RESCUE MAKS	10.18	None
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	BEST QUALITY CLEANING	JANITORIAL SERVICES 12/21	950.00	None
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	TOTAL ELEVATOR SERVICE	9-ELEVATOR MAINT 12/21	167.00	None
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 1/22	139.33	None
01-1700-7-713000	MATERIALS FOR REPAIRS-SCHE	MENARDS INC	MATERIALS FOR REPAIRS-SCHERTZ	68.08	None
01-1700-7-713000	MAINTENANCE OF BUILDING SI	NORTH SHORE SIGN CO, INC	MAINTENANCE OF BUILDING SIGNS AT PD/C	1,635.00	None
01-1700-7-713000	MAINTENANCE OF BUILDING SI	NORTH SHORE SIGN CO, INC	MAINTENANCE OF BUILDING SIGNS AT PD/C	1,555.00	None
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	MUELLER EXTERIORS GROUP LL	INSTALL EMERGENCY BATTERY-POL	100.00	None
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	BEST QUALITY CLEANING	JANITORIAL SERVICES 12/21	1,525.00	None
01-1700-7-713000	4-KEYS FOR LOCKS	J & R LOCK & SAFE, INC	4-KEYS FOR LOCKS	37.00	None
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	TOTAL ELEVATOR SERVICE	9-ELEVATOR MAINT 12/21	167.00	None
Total Department 1700 PUBLIC BUILDINGS				6,353.59	
Total Fund 01 GENERAL FUND				172,284.93	
<b>Fund: 02 CONCORD SPECIAL SERVICE AREA</b>					
<b>Department: 0000 GENERAL</b>					
02-0000-0-781000	LANDSCAPING	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 1/22	699.23	None
Total Department 0000 GENERAL				699.23	
Total Fund 02 CONCORD SPECIAL SERVICE AREA				699.23	
<b>Fund: 05 FOREIGN FIRE INSURANCE TAX</b>					
<b>Department: 0000 GENERAL</b>					
05-0000-0-790000	FIRE FIGHTING/EMER MED EQU	AMAZON CAPITAL SERVICES, I	STEREO RECEIVER/SPEAKERS	836.00	None
05-0000-0-790000	Gen 2 Rescue Manikin 154	ALLIED 100 LLC	RESCUE MANNEQUINS	1,135.25	None
05-0000-0-790000	Gen 2 Rescue Manikin 176	ALLIED 100 LLC	RESCUE MANNEQUINS	1,249.25	None
Total Department 0000 GENERAL				3,220.50	
Total Fund 05 FOREIGN FIRE INSURANCE TAX				3,220.50	
<b>Fund: 06 TIM/CREEK SPECIAL SERVICE AREA</b>					
<b>Department: 0000 GENERAL</b>					

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<b>Fund: 06 TIM/CREEK SPECIAL SERVICE AREA</b>					
<b>Department: 0000 GENERAL</b>					
06-0000-0-781000	LANDSCAPING	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 1/22	464.11	None
				Total Department 0000 GENERAL	464.11
				Total Fund 06 TIM/CREEK SPECIAL SERVICE AREA	464.11
<b>Fund: 13 HOTEL/MOTEL TAX FUND</b>					
<b>Department: 0000 GENERAL</b>					
13-0000-0-713000	DOWNTOWN BEAUTIFICATION	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 1/22	3,069.42	None
13-0000-0-720000	8-FILTERS	FILTER SERVICES INC	8-FILTERS	47.00	None
13-0000-0-720000	COOK HOUSE	MKC PLUMBING INC	CHECK CRACKED/LEAK SEWER STACK-COOK H	130.00	None
13-0000-0-759000	TOURISM PROMOTIONS	CTM MEDIA GROUP, INC	Dining Guide Kiosk Contract	6,488.68	None
13-0000-0-760000	L C CONVENTION/VISITORS BU	LAKE COUNTY CONVENTION	21-22 ANNUAL TOURISM MARKETING FEE	12,500.00	None
13-0000-0-761000	SPECIAL EVENTS	HOLIDAY CHEER DECORATIONS	HOLIDAY DECORATIONS - INSTALL, REMOVA	11,464.00	None
13-0000-0-761000	SPECIAL EVENTS	HOLIDAY CHEER DECORATIONS	REPAIR DECORATIONS FROM STORM DAMAGE	455.00	None
13-0000-0-761000	SPECIAL EVENTS	SESAC LLC	2022 MUSIC LICENSE	513.00	None
13-0000-0-762000	CIVIC CENTER	TOTAL ELEVATOR SERVICE	9-ELEVATOR MAINT 12/21	167.00	None
13-0000-0-762000	CIVIC CENTER	ACE HARDWARE OF LIBERTYVIL	MISC HARDWARE & SUPPLIES	7.99	None
13-0000-0-781000	PAINT-ADLER CTR	SHERWIN-WILLIAMS	PAINT-ADLER CTR	179.60	None
13-0000-0-781000	PAINT FOR ADLER	SHERWIN-WILLIAMS	PAINT-ADLER CTR	106.82	None
13-0000-0-781000	REPAIRED LOCK-ADLER CTR	J & R LOCK & SAFE, INC	REPAIRED LOCK-ADLER CTR	333.00	None
13-0000-0-781000	WALL/CEILING REPAIRS AT AD	BALDWIN PAINT & PLASTER	WALL/ CEILING REPAIRS AT ADLER CENTER	1,200.00	None
13-0000-0-781000	ADLER CULTURAL CENTER	ACE HARDWARE OF LIBERTYVIL	MISC HARDWARE & SUPPLIES	16.00	None
				Total Department 0000 GENERAL	36,677.51
				Total Fund 13 HOTEL/MOTEL TAX FUND	36,677.51
<b>Fund: 14 COMMUTER PARKING FUND</b>					
<b>Department: 0000 GENERAL</b>					
14-0000-3-730000	RENTAL OF LAND	AMERICAN LEGION POST #329	PARKING LOT LEASE 2/22	550.00	None
14-0000-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY,	SERVICE 11/21	523.17	None
14-0000-7-713000	MAINTENANCE GROUNDS	BEST QUALITY CLEANING	JANITORIAL SERVICES 12/21	1,000.00	None
14-0000-7-713000	REPLACE CLR TEMPERED UNIT-	LAKE COUNTY GLASS DESIGNS,	REPLACE CLR TEMPERED UNIT-PC TRN STN	782.00	None
14-0000-7-713000	8-FILTERS	FILTER SERVICES INC	8-FILTERS	75.48	None
14-0000-7-713000	MAINTENANCE GROUNDS	J & R LOCK & SAFE, INC	REPAIRED LOCK-METRA STN	150.00	None
14-0000-7-713000	MAINTENANCE GROUNDS	J & R LOCK & SAFE, INC	REPAIRED LOCK-POL DEPT	300.00	None
14-0000-7-713000	MAINTENANCE GROUNDS	CAHILL HEATING & A/C	REPLACED 20 BULBS-METRA STN	520.00	None
14-0000-7-713000	MAINTENANCE GROUNDS	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 1/22	1,092.81	None
14-0000-7-713000	MAINTENANCE GROUNDS	FLECK'S LANDSCAPING	LANDSCAPE MAINT #9	209.20	None
				Total Department 0000 GENERAL	5,202.66
				Total Fund 14 COMMUTER PARKING FUND	5,202.66
<b>Fund: 20 UTILITY FUND</b>					
<b>Department: 0000 GENERAL</b>					
20-0000-0-401001	DUE TO UTILITY CUSTOMER	FODRAK'S	UB refund for account: 0201007000-00	77.59	None
20-0000-0-401001	DUE TO UTILITY CUSTOMER	MANCHESTER SQUARE LLC	UB refund for account: 0102054600-02	446.30	None
20-0000-0-401001	DUE TO UTILITY CUSTOMER	SAXELBY, WILLIAM & PAM	UB refund for account: 0202056650-12	111.19	None
20-0000-0-401001	DUE TO UTILITY CUSTOMER	WOOD, DEBBIE	UB refund for account: 0204103001-15	103.40	None
20-0000-0-413000	LC INTERCEPTOR CONNECTION	LAKE COUNTY DEPT OF PUBLIC	INTERCEPTOR CONNECTION FEES 12/21	1,580.00	None
				Total Department 0000 GENERAL	2,318.48

Department: 2020 WATER DEPARTMENT

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<b>Department: 2020 WATER DEPARTMENT</b>					
20-2020-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL INS	6,934.00	None
20-2020-3-728000	TECHNICAL SERVICES	LAKE COUNTY HEALTH DEPT/HE	WATER TESTING 10/21	270.00	None
20-2020-3-728000	TECHNICAL SERVICES	FEDERAL MOTOR CARRIER SAFE	FMSCA-CDL DRUG TEST QUERY PROGRAM	2.50	None
20-2020-3-728000	TECHNICAL SERVICES	CONCENTRIC INTEGRATION, LL	SUPPORT FOR SCADA	1,321.25	None
20-2020-3-728000	TECHNICAL SERVICES	SUBURBAN LABORATORIES, INC	WATER TESTING	55.00	None
20-2020-3-728000	TECHNICAL SERVICES	SPRINT / NEXTEL COMMUNICAT	SERVICE 11/24-12/23/21	17.00	None
20-2020-3-728000	TECHNICAL SERVICES	DATA PROSE LLC	WTR/SWR BILLING 12/21	443.34	None
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 11/21	140.15	None
20-2020-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY,	SERVICE 11/21	1,196.62	None
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 11/21	237.23	None
20-2020-5-706000	MATERIALS AND SUPPLIES	GRAINGER INC	TOOLS	264.03	None
20-2020-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	PIPE FITTINGS	34.43	None
20-2020-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	NUTS AND BOLTS	37.62	None
20-2020-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTYVIL	MISC HARDWARE & SUPPLIES	484.08	None
20-2020-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTYVIL	MISC HARDWARE & SUPPLIES	(37.23)	None
20-2020-5-722000	POSTAGE	DATA PROSE LLC	WTR/SWR BILLING 12/21	577.20	None
20-2020-5-726000	TRAVEL, TRAIN, SUBSCRIP &	IL SECTION AMERICAN WATER	REGULATORY UPDATE	120.00	None
20-2020-5-736000	CREDIT CARD FEES	INVOICE CLOUD INC	INVOICE PROGRAM FOR UTILITY CUSTOMERS	1,835.45	None
20-2020-5-752000	UNIFORMS	AMAZON CAPITAL SERVICES, I	41-CPR RESCUE MAKS	40.72	None
20-2020-5-798000	PURCHASE OF WATER - CLCJAW	CENTRAL LK CTY JOINT ACTIO	WATER USAGE 12/21	93,291.42	None
20-2020-5-798000	PURCHASE OF WATER - CLCJAW	CENTRAL LK CTY JOINT ACTIO	CENTRUM MAINT 10/21	108.53	None
20-2020-7-712000	MAINTENANCE BLDG AND GROUN	BEST QUALITY CLEANING	JANITORIAL SERVICES 12/21	225.00	None
20-2020-7-712000	MAINTENANCE BLDG AND GROUN	HERITAGE SIGNS, LTD.	NAMEPLATES-PW	74.55	None
20-2020-7-712000	EMERGENCY REPAIRS AT RED T	COMBINED ROOFING SERVICES	EMERGENCY REPAIRS AT RED TOP RESERVOI	1,863.40	None
20-2020-7-712000	MAINTENANCE BLDG AND GROUN	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 1/22	144.18	None
20-2020-7-712000	MAINTENANCE BLDG AND GROUN	FLECK'S LANDSCAPING	LANDSCAPE MAINT #9	249.85	None
20-2020-7-712000	MAINTENANCE BLDG AND GROUN	ACE HARDWARE OF LIBERTYVIL	MISC HARDWARE & SUPPLIES	61.73	None
20-2020-7-715000	MAINTENANCE OTHER EQUIPMEN	ULINE, INC	2- DRUM PLATFORM	191.74	None
20-2020-7-716000	MAINTENANCE WATER LINE	USA BLUEBOOK	DISCHARGE HOSE	224.61	None
20-2020-7-716000	MAINTENANCE WATER LINE	WATER PRODUCTS CO OF AUROR	HYDRANT PARTS	510.42	None
20-2020-7-716000	VULCAN AGGREGATES	VULCAN CONSTRUCTION MATERI	AGGREGATES	1,419.14	None
20-2020-7-716000	MAINTENANCE WATER LINE	FERGUSON ENTERPRISES LLC #	WATER FITTINGS	25.58	None
Total Department 2020 WATER DEPARTMENT				112,363.54	
<b>Department: 2021 SEWER DEPARTMENT</b>					
20-2021-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL INS	2,286.00	None
20-2021-3-728000	TECHNICAL SERVICES	FEDERAL MOTOR CARRIER SAFE	FMSCA-CDL DRUG TEST QUERY PROGRAM	2.50	None
20-2021-3-728000	TECHNICAL SERVICES	SPRINT / NEXTEL COMMUNICAT	SERVICE 11/24-12/23/21	17.00	None
20-2021-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY,	SERVICE 11/21	87.86	None
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 11/21	58.64	None
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 11/21	119.29	None
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 11/21	37.09	None
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 11/21	33.14	None
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 11/21	52.26	None
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 11/21	52.47	None
20-2021-5-706000	MATERIALS AND SUPPLIES	PRO-SAFETY INC	VINYL GLOVES	37.00	None
20-2021-5-722000	POSTAGE	DATA PROSE LLC	WTR/SWR BILLING 12/21	577.20	None
20-2021-7-715000	VENTS	MENARDS INC	PARK AVE VENTS	16.98	None
20-2021-7-715000	MAINTENANCE LIFT STATIONS	MCMASTER-CARR SUPPLY CO	MATERIAL-LIFT STN	17.17	None
20-2021-7-715000	compressor oil	CLC LUBRICANTS CO	COMPRESSOR OIL	102.69	None

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<b>Department: 2021 SEWER DEPARTMENT</b>					
20-2021-7-715000	MAINTENANCE LIFT STATIONS	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 1/22	31.00	None
20-2021-7-715000	MAINTENANCE LIFT STATIONS	FLECK'S LANDSCAPING	LANDSCAPE MAINT #9	279.93	None
Total Department 2021 SEWER DEPARTMENT				3,808.22	
<b>Department: 2022 WASTE WATER TREATMENT PLANT</b>					
20-2022-3-728000	TECHNICAL SERVICES	CONCENTRIC INTEGRATION, LL	SUPPORT FOR SCADA	1,273.14	None
20-2022-3-728000	TECHNICAL SERVICES	SUBURBAN LABORATORIES, INC	SLUDGE TESTING	340.50	None
20-2022-5-706000	oil	MENARDS INC	snowblower oil	9.87	None
20-2022-5-706000	MATERIALS AND SUPPLIES	GRAINGER INC	2-DRIVEWAY MARKERS	34.06	None
20-2022-5-752000	UNIFORMS	AMAZON CAPITAL SERVICES, I	41-CPR RESCUE MAK	25.45	None
20-2022-7-712000	MAINT - BUILDING & GROUNDS	BEST QUALITY CLEANING	JANITORIAL SERVICES 12/21	200.00	None
20-2022-7-712000	MAIN DIGESTER BOILER	CAHILL HEATING & A/C	MAIN DIGESTER BOILER	876.00	None
20-2022-7-712000	MAINT - BUILDING & GROUNDS	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 1/22	956.31	None
Total Department 2022 WASTE WATER TREATMENT PLANT				3,715.33	
<b>Department: 2024 UTILITY-CAPITAL IMPROVEMENT</b>					
20-2024-6-795000	WATER SYSTEM IMPROVEMENTS	DIXON ENGINEERING INC	CONSTRCTION ENGINEERING CENTRUM REHAB	9,400.00	None
Total Department 2024 UTILITY-CAPITAL IMPROVEMENT				9,400.00	
Total Fund 20 UTILITY FUND				131,605.57	
<b>Fund: 21 STORMWATER SEWER FUND</b>					
<b>Department: 0000 GENERAL</b>					
21-0000-0-401000	ACCOUNTS PAYABLE	FODRAK'S	UB refund for account: 0201007000-00	15.08	None
21-0000-0-401000	ACCOUNTS PAYABLE	ALMODOVAR, HANNIBAL	UB refund for account: 0102047401-02	197.88	None
21-0000-0-401000	ACCOUNTS PAYABLE	GORMAN, TRENT	UB refund for account: 0210294600-05	128.16	None
21-0000-0-401000	ACCOUNTS PAYABLE	SAXELBY, WILLIAM & PAM	UB refund for account: 0202056650-12	28.84	None
21-0000-0-401000	ACCOUNTS PAYABLE	WOOD, DEBBIE	UB refund for account: 0204103001-15	18.12	None
Total Department 0000 GENERAL				388.08	
<b>Department: 2121 STORMWATER SEWER</b>					
21-2121-7-718000	MAINTENANCE STORM SEWERS	BUHRMAN DESIGN GROUP INC	LANDSCAPE MAINT 1/22	1,867.24	None
21-2121-7-718000	MAINTENANCE STORM SEWERS	FLECK'S LANDSCAPING	LANDSCAPE MAINT #9	69.51	None
Total Department 2121 STORMWATER SEWER				1,936.75	
Total Fund 21 STORMWATER SEWER FUND				2,324.83	
<b>Fund: 30 VEHICLE MAINT/REPL SERVICE FD</b>					
<b>Department: 0000 GENERAL</b>					
30-0000-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL INS	6,972.00	None
30-0000-3-787000	FIRE CONTRACTUAL REPAIRS	MACQUEEN EQUIPMENT LLC	REPAIR AERIAL TRUCK	767.25	None
30-0000-5-706000	SHOP SUPPLIES	MENARDS INC	SCREWS	12.27	None
30-0000-5-706000	SHOP SUPPLIES	MIKE FREUND, INC	SOCKET	15.75	None
30-0000-5-707000	TOOLS	MENARDS INC	PRESSURE WASHER	229.99	None
30-0000-5-714000	VEHICLE PARTS	GRAINGER INC	E TRACK	297.02	None
30-0000-5-714000	VEHICLE PARTS	AMAZON CAPITAL SERVICES, I	ROOF VENT COVER/INTERIOR LIGHT BAR	45.96	None
30-0000-5-714000	VEHICLE PARTS	LIBERTYVILLE LINCOLN SALES	BOOSTER & HOSE ASSEMBLY	552.79	None
30-0000-5-714000	VEHICLE PARTS	LIBERTYVILLE LINCOLN SALES	WIPERS	239.20	None
30-0000-5-714000	VEHICLE PARTS	MIDWEST HOSE AND FITTINGS	HYDRAULIC FITTINGS	183.70	None
30-0000-5-714000	VEHICLE PARTS	HAVEY COMMUNICATIONS INC	SIREN/LIGHT CONTROLLER	209.00	None
30-0000-5-714000	VEHICLE PARTS	ATLAS BOBCAT LLC	STUMP GRINDER PARTS	697.64	None
30-0000-5-714000	VEHICLE PARTS	J & R LOCK & SAFE, INC	4-KEYS - FLEET	37.00	None

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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
<b>Fund: 30 VEHICLE MAINT/REPL SERVICE FD</b>					
<b>Department: 0000 GENERAL</b>					
30-0000-5-714000	VEHICLE PARTS	LIBERTYVILLE LINCOLN SALES TRANS MOUNT		101.87	None
30-0000-5-714000	LARGE TRUCK PLOW BLADES	MONROE TRUCK EQUIPMENT INC LARGE TRUCK PLOW BLADES		2,513.28	None
30-0000-5-714000	FREIGHT	MONROE TRUCK EQUIPMENT INC LARGE TRUCK PLOW BLADES		253.42	None
30-0000-5-752000	UNIFORMS	AMAZON CAPITAL SERVICES, I 41-CPR RESCUE MAKS		15.27	None
30-0000-5-755000	LICENSE/TITLE/INSPECTION F	SECRETARY OF STATE 2022 PLATE RENEWAL/2011 MAZDA		151.00	None
30-0000-5-799000	MISCELLANEOUS	FEDERAL MOTOR CARRIER SAFE FMSCA-CDL DRUG TEST QUERY PROGRAM		2.50	None
30-0000-7-715000	MAINTENANCE OTHER EQUIPMEN	STANDARD INDUSTRIAL & AUTO ANNUAL LIFT INSPECTION 9/21		585.00	None
		Total Department 0000 GENERAL		13,881.91	
		Total Fund 30 VEHICLE MAINT/REPL SERVICE FD		13,881.91	
<b>Fund: 31 TECHNOLOGY EQUIP/REPL SER FD</b>					
<b>Department: 0000 GENERAL</b>					
31-0000-3-728000	CONSULTING SERVICES	MGP, INC	GISC STAFFING SERVICES	10,418.88	None
31-0000-4-711000	WIRELESS SERVICE	VERIZON	SERVICE 11/20-12/19/21	4,041.23	None
31-0000-5-729000	SOFTWARE,LICENSING, UPDATE	CDW GOVERNMENT, INC	FORTINET NETWORK SECURITY	760.43	None
31-0000-6-790000	SURFACE LAPTOP 16 GB	CDW GOVERNMENT, INC	LAPTOPS FOR PD AND ENGINEERING	1,473.61	None
31-0000-6-790000	LAPTOP DOCKING STATION	CDW GOVERNMENT, INC	LAPTOPS FOR PD AND ENGINEERING	0.00	None
31-0000-6-790000	EXTENDED SERVICE PLAN	CDW GOVERNMENT, INC	LAPTOPS FOR PD AND ENGINEERING	297.39	None
		Total Department 0000 GENERAL		16,991.54	
		Total Fund 31 TECHNOLOGY EQUIP/REPL SER FD		16,991.54	
<b>Fund: 45 PARK IMPROVEMENT FUND</b>					
<b>Department: 0000 GENERAL</b>					
45-0000-0-782000	PARK IMPROVEMENT COSTS	DOLAND ENGINEERING, LLC	CHARLES BROWN PKING LOT-ENG	7,320.00	None
		Total Department 0000 GENERAL		7,320.00	
		Total Fund 45 PARK IMPROVEMENT FUND		7,320.00	
<b>Fund: 46 PUBLIC BUILDING IMPROVEMENT FD</b>					
<b>Department: 0000 GENERAL</b>					
46-0000-0-792000	PUBLIC WORKS BUILDING	GRAINGER INC	RIVERSIDE FAUCET REPAIR/MATERIAL	18.23	None
46-0000-0-796000	REPLACE FUSE UNITS-PW	LAKE COUNTY GLASS DESIGNS, REPLACE FUSE UNITS-PW		383.00	None
46-0000-0-796000	PARKS BLDG - MAINT AND REP	F.H. PASCHEN	PARTIAL PMT-PARKS MAINT BLDING IMPROV	36,002.38	None
		Total Department 0000 GENERAL		36,403.61	
		Total Fund 46 PUBLIC BUILDING IMPROVEMENT FD		36,403.61	
<b>Fund: 60 LIBERTYVILLE SPORTS COMP FUND</b>					
<b>Department: 0000 GENERAL</b>					
60-0000-0-454000	PROPERTY SALE EXPENSE ESCR T & T REPRODUCTIONS & SUPP		PROPERTY SALE DOCUMENTATION	883.20	None
		Total Department 0000 GENERAL		883.20	
		Total Fund 60 LIBERTYVILLE SPORTS COMP FUND		883.20	

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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
--- TOTALS BY FUND ---					
		01	GENERAL FUND	172,284.93	
		02	CONCORD SPECIAL SERVICE AREA	699.23	
		05	FOREIGN FIRE INSURANCE TAX	3,220.50	
		06	TIM/CREEK SPECIAL SERVICE AREA	464.11	
		13	HOTEL/MOTEL TAX FUND	36,677.51	
		14	COMMUTER PARKING FUND	5,202.66	
		20	UTILITY FUND	131,605.57	
		21	STORMWATER SEWER FUND	2,324.83	
		30	VEHICLE MAINT/REPL SERVICE FD	13,881.91	
		31	TECHNOLOGY EQUIP/REPL SER FD	16,991.54	
		45	PARK IMPROVEMENT FUND	7,320.00	
		46	PUBLIC BUILDING IMPROVEMENT FD	36,403.61	
		60	LIBERTYVILLE SPORTS COMP FUND	883.20	
		Total For All Funds:		<u>427,959.60</u>	

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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
<b>Fund: 01 GENERAL FUND</b>					
<b>Department: 0000 GENERAL</b>					
01-0000-0-155000	POSTAGE HOLDING A/C	UNITED STATES POSTAL SERVI	POSTAGE/ SCHERTZ METER #37196524	1,000.00	None
01-0000-0-450000	BB-21-0122 - PB-21-0428	STRIED, JAMES A	Check Request For Bond: BB-21-0122	500.00	None
01-0000-0-450000	BB-21-0209 - PB-21-0671	RW COLLINS COMPANY/R W LEA	Check Request For Bond: BB-21-0209	500.00	None
01-0000-0-450000	BB-21-0082 - PB-21-0236	KHAN, SOFIA & SAMI	Check Request For Bond: BB-21-0082	1,500.00	None
01-0000-0-450000	BB-21-0167 - PB-21-0577	CLEMENTINE EARLY CHILDHOOD	Check Request For Bond: BB-21-0167	1,500.00	None
01-0000-0-450000	BB-20-0265 - PB-20-0933	FRANGOS, PHOTIOS	Check Request For Bond: BB-20-0265	1,500.00	None
01-0000-0-450000	BP-21-0030 - PI-21-0033	ALANIZ IRRIGATION	Check Request For Bond: BP-21-0030	500.00	None
01-0000-0-450000	BB-20-0184 - PB-20-0651	CLASSIC HOME REMODELING IN	Check Request For Bond: BB-20-0184	1,500.00	None
01-0000-0-450000	BP-21-0015 - PI-21-0016	AMERICAN NATIONAL SPRINKLE	Check Request For Bond: BP-21-0015	500.00	None
01-0000-0-450000	BB-21-0120 - PE-21-0176	TESLA, INC	Check Request For Bond: BB-21-0120	500.00	None
01-0000-0-450000	BB-21-0192 - PB-21-0656	ABSOLUTE CONSTRUCTION INC	Check Request For Bond: BB-21-0192	590.00	None
01-0000-0-450000	BB-21-0155 - PB-21-0555	AC HOME DESIGN	Check Request For Bond: BB-21-0155	500.00	None
01-0000-0-450000	BB-18-0206 - PD-18-0033	AMERICAN CLASSIC DECORATIN	Check Request For Bond: BB-18-0206	5,000.00	None
01-0000-0-450000	BB-18-0257 - PD-18-0031	AMERICAN CLASSIC DECORATIN	Check Request For Bond: BB-18-0257	5,000.00	None
01-0000-0-450000	BESW-21-0016 - PENG-21-034	ROSE PAVING COMPANY	Check Request For Bond: BESW-21-0016	500.00	None
01-0000-0-450000	BESO-20-0006 - PENG-20-033	LIBERTY, LAUREL & ARLYNN	Check Request For Bond: BESO-20-0006	2,500.00	None
01-0000-0-450000	BERC-20-0013 - PSD-20-0028	LAZZARETTO CONSTRUCTION	Check Request For Bond: BERC-20-0013	2,500.00	None
01-0000-0-450000	BEP-21-0035 - PENG-21-0388	MEADE, HARRY & POLLY	Check Request For Bond: BEP-21-0035	250.00	None
01-0000-0-450000	BEP-21-0006 - PENG-21-0052	PERMA-SEAL BASEMENT SYSTEM	Check Request For Bond: BEP-21-0006	250.00	None
01-0000-0-450000	BED-20-0004 - PENG-20-0304	LAZZARETTO CONSTRUCTION	Check Request For Bond: BED-20-0004	2,500.00	None
01-0000-0-451000	BDB-21-0010 - PZ-21-0398	GAME CREEK INVESTMENTS LLC	Check Request For Bond: BDB-21-0010	7,445.00	None
Total Department 0000 GENERAL				36,535.00	
<b>Department: 0100 ADMINISTRATION/FINANCE</b>					
01-0100-3-716000	VITAL RECORDS	IDPH VITAL RECORDS	DIST49.5/09705 DEATH CERT SURCHG	9,720.00	None
01-0100-3-746000	EMPLOYEE PROGRAMS	FOLLOWMEE	ANNUAL SANTA TRACKER APP 2021	9.99	None
01-0100-3-746000	EMPLOYEE PROGRAMS	FOLLOWMEE	MONTHLY SANTA TRACKER APP	5.98	None
01-0100-3-746000	EMPLOYEE PROGRAMS	FOLLOWMEE	ADDITION FOR SANTA TRACKER APP	5.98	None
01-0100-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 1/22	804.64	None
01-0100-5-726000	TRAVEL, TRAIN, SUBSCRIP &	COLLEGE OF LAKE COUNTY	INTERMEDIATE INDESIGN CLASS-BAYNES	115.00	None
01-0100-5-726000	TRAVEL, TRAIN, SUBSCRIP &	NIU CENTER FOR GOVERNMENTA	REGISTRATION CLASS-MOSTARDO/AMIDEI	134.00	None
01-0100-5-726000	TRAVEL, TRAIN, SUBSCRIP &	IGFOA	2022 MEMBERSHIP FEE-MOSTARDO	250.00	None
01-0100-5-743000	PUBLICATION	FACEBOOK	ADS	10.00	None
Total Department 0100 ADMINISTRATION/FINANCE				11,055.59	
<b>Department: 0201 ENGINEERING</b>					
01-0201-3-728000	TECHNICAL SERVICES	CHRISTOPHER B BURKE ENG LT	HOUSELINE REVIEWS	871.00	None
01-0201-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 1/22	114.95	None
01-0201-5-706000	MATERIALS AND SUPPLIES	ADOBE INC	ADOBE EXPORT PDF ANNUAL FEE	23.88	None
01-0201-5-706000	MATERIALS AND SUPPLIES	CUTLER WORKWEAR	UNIFORM-MEYER	224.05	None
01-0201-5-723000	OFFICE SUPPLIES	RICOH USA, INC	COPIER LEASE 1/22	48.65	None
01-0201-5-726000	TRAVEL, TRAIN, SUBSCRIP &	AMERICAN PUBLIC WORKS ASSN	4-APWA HOLIDAY LUNCHEON-DIT/JUA/CHU/C	120.00	None
Total Department 0201 ENGINEERING				1,402.53	
<b>Department: 0203 STREETS</b>					
01-0203-4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 11/21	182.20	None
01-0203-4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 11/21	277.90	None
01-0203-4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 11/21	21.93	None
01-0203-4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 11/21	21.71	None
01-0203-4-707000	STREETLIGHT ENERGY	CONSTELLATION NEW ENERGY,	SERVICE 11/21	367.77	None

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<b>Fund: 01 GENERAL FUND</b>					
<b>Department: 0203 STREETS</b>					
01-0203-4-707000	STREETLIGHT ENERGY	AEP ENERGY INC	SERVICE 11/21	4,531.54	None
01-0203-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	TRUCK PARTS	9.78	None
01-0203-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	TOOLS	51.80	None
01-0203-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	PAINTING SUPPLIES	17.39	None
01-0203-5-726000	TRAVEL, TRAIN, SUBSCRIP &	IPSI	IPSI TUITION-JUAREZ	241.66	None
01-0203-5-752000	UNIFORMS	PRO-SAFETY INC	GLOVES/VEST/GLASSES	187.70	None
01-0203-5-752000	UNIFORMS	NORTH AMERICAN SAFETY INC	WATERPROOF JACKETS	141.00	None
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	CABLE FAULT-S MILW AVE	706.31	None
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	LOCATE & REPAIR CABLE FAULT-FAIRLAWN	1,027.06	None
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	LOCATE & REPAIR FAULTS-MICHAEL LN	1,398.49	None
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	REMOVE & INSTALL LIGHT POLE-FRANKLIN	2,028.00	None
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	REPAIR CABLE FAULT-E GARFIELD	1,456.72	None
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	STREET LIGHT MAINT 11/21	3,580.66	None
01-0203-7-712000	MAINTENANCE BUILDINGS	WORLD SECURITY & CONTROL I	7-ANNUAL FIRE ALARM INSPECTIONS	518.57	None
01-0203-7-713000	MAINTENANCE ROADWAY MEDIAN	FLECK'S LANDSCAPING	LANDSCAPE MAINT #8	2,708.26	None
01-0203-7-716000	MAINTENANCE STREETS AND AL	JOHNSON, ADAM	REIMBURSE-SIDWLK PANEL & CURB	570.00	None
01-0203-7-716000	MAINTENANCE STREETS AND AL	PETER BAKER & SON CO	ASPHALT	188.10	None
01-0203-7-716000	MAINTENANCE STREETS AND AL	PETER BAKER & SON CO	ASPHALT	158.47	None
01-0203-7-716000	MAINTENANCE STREETS AND AL	MIDWEST AGGREGATES	COLD MIX	1,167.90	None
01-0203-7-717000	MAINTENANCE SIDEWALKS	JOHNSON, ADAM	REIMBURSE-SIDWLK PANEL & CURB	149.00	None
01-0203-7-717000	MAINTENANCE SIDEWALKS	MENARDS INC	SIDEWALK FORM BOARDS	129.57	None
Total Department 0203 STREETS				21,839.49	
<b>Department: 0205 REFUSE &amp; RECYCLING</b>					
01-0205-3-724000	DISPOSAL	LAKESHORE RECYCLING SYSTEM	HAUL OUT SPOILS DISPOSAL	1,421.40	None
Total Department 0205 REFUSE & RECYCLING				1,421.40	
<b>Department: 0301 PLANNING DIVISION</b>					
01-0301-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE 1/22	48.66	None
01-0301-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE 1/22	117.83	None
01-0301-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 1/22	114.95	None
Total Department 0301 PLANNING DIVISION				281.44	
<b>Department: 0302 BUILDING SERVICES</b>					
01-0302-3-728000	TECHNICAL SERVICES	THOMPSON ELEVATOR INSPECTI	1-NEW CONSTRUCTION PERMIT INSPECTION	100.00	None
01-0302-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 1/22	114.95	None
01-0302-5-723000	OFFICE SUPPLIES	ACCO BRANDS CORPORATION	PLANNER REFILL-FISCHER	42.97	None
01-0302-5-726000	TRAINING MTG	NW BOCA	4-HOLIDAY MTG-JEN/GIND/LEAV/LEBLANC	100.00	None
01-0302-5-729000	REIMBURSEABLE EXPENSES	CIVILTECH ENGINEERING, INC	ENG SERV/ILM HOMES	4,502.40	None
01-0302-5-729000	REIMBURSEABLE EXPENSES	CIVILTECH ENGINEERING, INC	ENG SERV/ILM HOMES - 1765 N MILW AVE	1,407.00	None
01-0302-5-729000	REIMBURSEABLE EXPENSES	CHRISTOPHER B BURKE ENG LT	ENG SERV/ILM HOMES - 1765 N MILW AVE	670.00	None
01-0302-5-729000	REIMBURSEABLE EXPENSES	CHRISTOPHER B BURKE ENG LT	ENG SERV/DURABLE PKG - 1530 ARTAIUS P	67.00	None
01-0302-7-715000	MAINTENANCE OTHER EQUIPMEN	RICOH USA, INC	COPIER LEASE 1/22	48.66	None
Total Department 0302 BUILDING SERVICES				7,052.98	
<b>Department: 0303 ECONOMIC DEVELOPMENT</b>					
01-0303-3-728000	TECHNICAL SERVICE	COSTAR REALTY INFORMATION,	COSTAR REAL ESTATE SUBSCRIPTION	196.56	None
01-0303-3-728000	TECHNICAL SERVICE	WIX	WEBSITE FEE SHOP60048.COM	324.00	None
01-0303-3-728000	TECHNICAL SERVICE	GODADDY.COM LLC	DOMAIN RENEWAL-SHOP60048.COM	19.17	None
01-0303-5-726000	TRAVEL, TRAINING, SUBS & D	LAKE COUNTY PARTNERS	LC PARTNERS 2022 INVESTMENT	4,063.00	None

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<b>Fund: 01 GENERAL FUND</b>					
<b>Department: 0303 ECONOMIC DEVELOPMENT</b>					
Total Department 0303 ECONOMIC DEVELOPMENT				4,602.73	
<b>Department: 0501 POLICE ADMIN, COMMUNICATION &amp; RECORDS</b>					
01-0501-3-705000	CONTRACTUAL SERVICES	COMMONWEALTH EDISON CO	SERVICE 11/21	33.09	None
01-0501-3-705000	CONTRACTUAL SERVICES	VILLAGE OF VERNON HILLS	DISPATCH OPERATING & CAPITAL 12/21	24,903.24	None
01-0501-3-705000	CONTRACTUAL SERVICES	VERIZON	SERVICE 11/9-12/8/21	816.83	None
01-0501-3-705000	CONTRACTUAL SERVICES	AFTERMATH SERVICES LLC	CLEAN-UP-INTEREGATION RM CASE# 21-293	155.00	None
01-0501-3-705000	CONTRACTUAL SERVICES	COMMONWEALTH EDISON CO	SERVICE 11/21	5.30	None
01-0501-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE 1/22	156.11	None
01-0501-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 1/22	344.85	None
01-0501-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 1/22	407.17	None
01-0501-5-706000	MATERIALS AND SUPPLIES	PIZZA ITALIA	RECOGNITION LUNCHEON-KINCAID	112.15	None
01-0501-5-706000	MATERIALS AND SUPPLIES	FABBRINI'S FLOWERS, INC	SYMPATHY FLOWERS - HERDEGEN	265.00	None
01-0501-5-706000	MATERIALS AND SUPPLIES	MARIANO'S	FLOWERS-LARSON	17.16	None
01-0501-5-706000	MATERIALS AND SUPPLIES	KOSCO FLAGS & FLAGPOLES, L	FLAG	105.00	None
01-0501-5-706000	MATERIALS AND SUPPLIES	AMAZON CAPITAL SERVICES, I	VACUUM	112.91	None
01-0501-5-706000	MATERIALS AND SUPPLIES	AMAZON CAPITAL SERVICES, I	STORAGE BINS	43.98	None
01-0501-5-706000	PRISONER MEAL 9/4/21(21-23	PETTY CASH GENERAL	REPLENISH PETTY CASH	8.59	None
01-0501-5-706000	PRISONER MEAL 9/4/21(21-23	PETTY CASH GENERAL	REPLENISH PETTY CASH	8.91	None
01-0501-5-706000	PRISONER MEAL 9/5/21(21-23	PETTY CASH GENERAL	REPLENISH PETTY CASH	7.02	None
01-0501-5-706000	STAFF MTG 9/8/21	PETTY CASH GENERAL	REPLENISH PETTY CASH	16.24	None
01-0501-5-706000	CROSSING GUARD MTG 9/9/21	PETTY CASH GENERAL	REPLENISH PETTY CASH	68.58	None
01-0501-5-706000	CROSSING GUARD MTG 9/9/21	PETTY CASH GENERAL	REPLENISH PETTY CASH	18.99	None
01-0501-5-706000	PRISONER MEAL 9/12/21(21-2	PETTY CASH GENERAL	REPLENISH PETTY CASH	2.70	None
01-0501-5-706000	PRISONER MEAL 10/15/21(21-	PETTY CASH GENERAL	REPLENISH PETTY CASH	8.10	None
01-0501-5-706000	PRISONER MEAL 10/16/21(21-	PETTY CASH GENERAL	REPLENISH PETTY CASH	7.02	None
01-0501-5-706000	PRISONER MEAL 10/16/21(21-	PETTY CASH GENERAL	REPLENISH PETTY CASH	7.02	None
01-0501-5-706000	PROCESSING FEE FOR PESOS C	PETTY CASH GENERAL	REPLENISH PETTY CASH	5.00	None
01-0501-5-706000	LC MEG INTERVIEW 10/28/21(	PETTY CASH GENERAL	REPLENISH PETTY CASH	8.91	None
01-0501-5-706000	PRISONER MEAL 11/2/21(21-2	PETTY CASH GENERAL	REPLENISH PETTY CASH	8.59	None
01-0501-5-706000	PRISONER MEAL 11/3/21(21-2	PETTY CASH GENERAL	REPLENISH PETTY CASH	7.02	None
01-0501-5-706000	PRISONER MEAL 11/7/21(21-2	PETTY CASH GENERAL	REPLENISH PETTY CASH	7.02	None
01-0501-5-706000	PRISONER MEAL 11/8/21(21-2	PETTY CASH GENERAL	REPLENISH PETTY CASH	7.02	None
01-0501-5-706000	PRISONER MEAL 12/2/21(21-3	PETTY CASH GENERAL	REPLENISH PETTY CASH	8.91	None
01-0501-5-706000	PRISONER MEAL 12/2/21(21-3	PETTY CASH GENERAL	REPLENISH PETTY CASH	8.91	None
01-0501-5-706000	PRISONER MEAL 12/6/21(21-3	PETTY CASH GENERAL	REPLENISH PETTY CASH	7.78	None
01-0501-5-706000	PRISONER MEAL 12/9/21(21-3	PETTY CASH GENERAL	REPLENISH PETTY CASH	6.37	None
01-0501-5-706000	PRISONER MEAL 12/9/21(21-3	PETTY CASH GENERAL	REPLENISH PETTY CASH	3.24	None
01-0501-5-706000	PRISONER MEAL 12/9/21(21-3	PETTY CASH GENERAL	REPLENISH PETTY CASH	9.18	None
01-0501-5-723000	OFFICE SUPPLIES	INSTANTCARD	REPLENISH ID CARDS-POL/PARKS	40.00	None
01-0501-5-743000	PRINTING AND PUBLICATIONS	RYDIN DECAL -DRI-STICK DEC	2022 LAKE ST METRA TAGS	46.78	None
01-0501-5-743000	PRINTING AND PUBLICATIONS	THE BLUE LINE	POL CSO JOB ADVERTISEMENT	298.00	None
Total Department 0501 POLICE ADMIN, COMMUNICATION & RECORDS				28,103.69	
<b>Department: 0502 POLICE PATROL</b>					
01-0502-5-706000	MATERIALS AND SUPPLIES	LIBERTYVILLE SUNSET FOODS	FOOD FOR HONOR GUARD-HERDEGEN SERV	91.87	None
01-0502-5-706000	MATERIALS AND SUPPLIES	AMAZON CAPITAL SERVICES, I	FLASH DRIVES/PHONE CASE	37.00	None
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP &	N EAST MULTI-REGION/TRAINI	ALCOHOL TRAINING CLASS-VALKENAAR	125.00	None
01-0502-5-752000	UNIFORMS	GALLS, LLC	UNIFORM-BERNABEI/STECKENRIDER	306.99	None
01-0502-5-752000	UNIFORMS	STREICHER'S	CREDIT-DUPL PMT	(88.98)	None

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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
<b>Fund: 01 GENERAL FUND</b>					
<b>Department: 0502 POLICE PATROL</b>					
01-0502-7-714000	MAINT MOTOR VEHICLE FEES	SUBURBAN ACCENTS, INC	REMOVE & REPLACE #14'S ON SQUAD	75.00	None
				Total Department 0502 POLICE PATROL	546.88
<b>Department: 0503 POLICE-INVESTIGATIONS</b>					
01-0503-3-705000	CONTRACTUAL SERVICES	CRITICAL REACH, INC	ANNUAL 2022 SUBSCRIPTION	495.00	None
01-0503-3-705000	CONTRACTUAL SERVICES	WEST GROUP PAYMENT CENTER	WEST INVESTIGATIVE INFO 11/21	266.85	None
01-0503-5-706000	MATERIALS AND SUPPLIES	ULINE, INC	BOXES/GLOVES - STOCK	362.74	None
01-0503-5-706000	MATERIALS AND SUPPLIES	AMAZON CAPITAL SERVICES, I	FLASH DRIVES/PHONE CASE	77.31	None
				Total Department 0503 POLICE-INVESTIGATIONS	1,201.90
<b>Department: 0505 POLICE-COMMUNITY SERVICES</b>					
01-0505-5-706000	MATERIALS AND SUPPLIES	TOWNEE SQUARE RESTAURANT	CROSSING GUARD BREAKFAST	187.06	None
01-0505-5-706000	MATERIALS AND SUPPLIES	PIZZA ITALIA	RECOGNITION LUNCH-LARSON	80.50	None
				Total Department 0505 POLICE-COMMUNITY SERVICES	267.56
<b>Department: 0601 FIRE-ADMINISTRATION</b>					
01-0601-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE 1/22	117.83	None
01-0601-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 1/22	344.85	None
01-0601-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 1/22	2,868.10	None
01-0601-4-710000	TELEPHONE	VERIZON	SERVICE 11/2-12/1/21	167.66	None
01-0601-5-726000	TRAVEL, TRAIN, SUBSCRIP &	IL FIRE CHIEFS ASSOCIATION	ANNUAL MEMBERSHIP DUES-CARANI/BEND/PA	450.00	None
				Total Department 0601 FIRE-ADMINISTRATION	3,948.44
<b>Department: 0603 FIRE-EMERGENCY SERVICES</b>					
01-0603-3-705000	CONTRACTUAL SERVICES	VILLAGE OF VERNON HILLS	DISPATCH OPERATING & CAPITAL 12/21	12,799.89	None
01-0603-3-705000	CONTRACTUAL SERVICES	PEERLESS NETWORK, INC	SERVICE 1/22	121.43	None
01-0603-3-728000	TECHNICAL SERVICES	ANDRES MEDICAL BILLING, LT	AMBULANCE BILLING 11/21	3,758.19	None
01-0603-3-728000	TECHNICAL SERVICES	HEALTH ENDEAVORS, SC	ANNUAL PHYSICAL EXAM - ROBERTS	70.00	None
01-0603-3-728000	TECHNICAL SERVICES	COMCAST	SERVICE 12/1/21-12/31/21	1,650.24	None
01-0603-5-707000	FIREFIGHTER SUPPLIES	AMERICAN GASES CORP	OXYGEN	56.40	None
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP &	ACROSS THE STREET PRODUCTI	BLUE CARD INCIDENT COMMAND TUITION-AH	385.00	None
				Total Department 0603 FIRE-EMERGENCY SERVICES	18,841.15
<b>Department: 0604 FIRE-SUPPORT SERVICES</b>					
01-0604-3-705000	CONTRACTUAL SERVICES	VERIZON	SERVICE 11/9-12/8/21	252.27	None
01-0604-4-709000	UTILITIES - STATION 3	NORTH SHORE GAS CO	SERVICE 11/21	92.64	None
01-0604-4-709000	UTILITIES - STATION 3	CONSTELLATION NEW ENERGY,	SERVICE 11/21	582.17	None
01-0604-4-709000	UTILITIES - STATION 3	NORTH SHORE GAS CO	SERVICE 11/21	1,206.43	None
01-0604-4-709000	UTILITIES - STATION 3	LAKE COUNTY DEPT OF PUBLIC	STN#3 WASTE SERVICE 10/6/21-12/6/21	152.85	None
01-0604-5-706000	MATERIALS AND SUPPLIES	AMAZON CAPITAL SERVICES, I	JANITORIAL SUPPLIES	270.67	None
01-0604-5-706000	MATERIALS AND SUPPLIES	AMAZON CAPITAL SERVICES, I	1-SAFETY SWITCH/3-TIME-DELAY FUSE	215.79	None
01-0604-5-706000	Batteries	BATTERIES PLUS LLC	BATTERIES	92.52	None
01-0604-5-706000	Batteeries	BATTERIES PLUS LLC	12V LEAD BATTERY	21.96	None
01-0604-5-706000	Batteries	BATTERIES PLUS LLC	2-12V LEAD BATTERIES	43.92	None
01-0604-7-712000	HVAC Repairs	CAHILL HEATING & A/C	INSTALL NEW HEATER-STN 1	690.00	None
01-0604-7-712000	Roof Repair	TOTAL SYSTEMS ROOFING INC	ROOF REPAIRS - STN 1	1,195.00	None
01-0604-7-712000	MAINTENANCE BUILDINGS	WORLD SECURITY & CONTROL I	ANNUAL FIRE ALARM INSP/FIRE (3)	1,575.00	None
01-0604-7-713000	MAINTENANCE GROUNDS	FLECK'S LANDSCAPING	LANDSCAPE MAINT #8	86.34	None
01-0604-7-714000	MAINT MOTOR VEHICLE FEES	EMERGENCY APPARATUS MAINT	ANNUAL PUMP TEST	514.89	None
01-0604-7-714000	MAINT MOTOR VEHICLE FEES	EMERGENCY APPARATUS MAINT	ANNUAL PUMP TEST	574.89	None
01-0604-7-714000	MAINT MOTOR VEHICLE FEES	EMERGENCY APPARATUS MAINT	ANNUAL PUMP TEST	574.89	None

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<b>Fund: 01 GENERAL FUND</b>					
<b>Department: 0604 FIRE-SUPPORT SERVICES</b>					
01-0604-7-714000	MAINT MOTOR VEHICLE FEES	EMERGENCY APPARATUS MAINT	ANNUAL PUMP TEST	514.89	None
01-0604-7-714000	MAINT MOTOR VEHICLE FEES	EMERGENCY APPARATUS MAINT	ANNUAL PUMP TEST	514.89	None
01-0604-7-715000	MAINTENANCE OTHER EQUIPMEN	UL LLC	AERIL & GRNDLADDER TST & INSPECTN	1,343.40	None
01-0604-7-715000	MAINTENANCE OTHER EQUIPMEN	WIRFS INDUSTRIES, INC.	REPAIR 2 GROUND LADDERS	192.75	None
Total Department 0604 FIRE-SUPPORT SERVICES				10,708.16	
<b>Department: 0701 PARKS</b>					
01-0701-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 11/21	23.51	None
01-0701-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 11/21	19.95	None
01-0701-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 11/21	70.61	None
01-0701-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 1/22	163.64	None
01-0701-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	LANDSCAPE BLOCKS-ADLER RETAIN WALL AT	17.56	None
01-0701-5-706000	METAL MEMORIAL PLAQUE	MCMASTER-CARR SUPPLY CO	METAL MEMORIAL PLAQUE	26.81	None
01-0701-5-726000	TRAVEL, TRAIN, SUBSCRIP &	INSTANTCARD	REPLENISH ID CARDS-POL/PARKS	10.00	None
01-0701-5-752000	UNIFORMS	CUTLER WORKWEAR	BOOTS-DIPAOL	260.92	None
01-0701-5-752000	UNIFORMS	LECHNER & SONS	UNIFORMS	20.20	None
01-0701-5-752000	UNIFORMS	LECHNER & SONS	UNIFORMS	24.24	None
01-0701-5-799000	MISCELLANEOUS	DBA-ATHLETICO PHYSICAL THE	POST OFFER SCREENING	290.00	None
01-0701-5-799000	MISCELLANEOUS	ADVOCATE OCCUPATIONAL HEAL	HEP B VACCINE	99.00	None
01-0701-5-799000	DOT Drug test	ADVOCATE OCCUPATIONAL HEAL	PRE-EMPLOYMENT PHYSICAL	139.00	None
01-0701-5-799000	MISCELLANEOUS	MID-WEST TRUCKERS ASSN INC	PRE-EMPLOYMENT DRUG SCREEN	80.25	None
01-0701-7-712000	MAINTENANCE BUILDING	INT'L FIRE EQUIPMENT CORP	ANNUAL FIRE EXT MAINT	415.42	None
01-0701-7-712000	MAINTENANCE BUILDING	WORLD SECURITY & CONTROL I	4-ANNUAL FIRE ALARM INSP/PARKS & REC	626.67	None
01-0701-7-712000	REBUILT DOOR CLOSERS	MGN LOCK-KEY & SAFES, INC	2-YALE CLOSER REBUILD	420.00	None
01-0701-7-713000	MAINTENANCE GROUNDS	ANIMAL CONTROL SPECIALISTS	BEAVER CONTROL-BULL CREEK	700.00	None
01-0701-7-713000	MAINTENANCE GROUNDS	FLECK'S LANDSCAPING	LANDSCAPE MAINT #8	678.91	None
01-0701-7-715000	MAINTENANCE OTHER EQUIPMEN	BUCK BROS. INC	SEAL	54.16	None
01-0701-7-715000	MAINTENANCE OTHER EQUIPMEN	MIDWEST HOSE AND FITTINGS	HYDRAULIC HOSE CONNECTOR	24.00	None
Total Department 0701 PARKS				4,164.85	
<b>Department: 0702 RECREATION</b>					
01-0702-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 11/21	54.19	None
01-0702-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY,	SERVICE 11/21	133.01	None
01-0702-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 11/21	231.37	None
01-0702-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 11/21	355.80	None
01-0702-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 1/22	114.95	None
01-0702-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 1/22	257.84	None
01-0702-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 1/22	27.06	None
01-0702-5-726000	TRAVEL, TRAIN, SUBSCRIP &	IPRA [IL PARKS & RECREATIO	IPRA MEMBERSHIP - STERBA	279.00	None
01-0702-5-726000	TRAVEL, TRAIN, SUBSCRIP &	IPRA [IL PARKS & RECREATIO	IPRA MEMBERSHIP - O'TOOLE	264.00	None
01-0702-5-726000	TRAVEL, TRAIN, SUBSCRIP &	IPRA [IL PARKS & RECREATIO	IPRA CONFERENCE - O'TOOLE	365.00	None
01-0702-5-726000	TRAVEL, TRAIN, SUBSCRIP &	IPRA [IL PARKS & RECREATIO	IPRA CONFERENCE - STERBA	365.00	None
01-0702-5-732000	SUPPLIES & EXP -SPC EVNT F	MENARDS INC	LIGHTS FOR SANTA PARADE	15.76	None
01-0702-5-732000	SUPPLIES & EXP -SPC EVNT F	MENARDS INC	RETURN-RED LIGHTS	(23.97)	None
01-0702-5-732000	SUPPLIES & EXP -SPC EVNT F	MENARDS INC	LIGHTS FOR SANTA PARADE	34.72	None
01-0702-5-732000	SUPPLIES & EXP -SPC EVNT F	MENARDS INC	LIGHTS FOR SANTA PARADE	35.96	None
01-0702-5-732000	TOOLS	MENARDS INC	SANTA PARADE DECORATIONS	163.89	None
01-0702-7-712000	MAINTENANCE BUILDING	WORLD SECURITY & CONTROL I	4-ANNUAL FIRE ALARM INSP/PARKS & REC	626.66	None
Total Department 0702 RECREATION				3,300.24	

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<b>Fund: 01 GENERAL FUND</b>					
<b>Department: 0703 SWIMMING POOL OPERATIONS</b>					
01-0703-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 11/21	711.63	None
01-0703-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 1/22	266.66	None
01-0703-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 1/22	27.06	None
01-0703-5-706000	MATERIALS AND SUPPLIES	COMCAST	MONTHLY SERVICE 12/8-1/7/22	118.35	None
01-0703-7-712000	MAINTENANCE BUILDING	WORLD SECURITY & CONTROL I	4-ANNUAL FIRE ALARM INSP/PARKS & REC	626.67	None
Total Department 0703 SWIMMING POOL OPERATIONS				<u>1,750.37</u>	
<b>Department: 1200 LEGISLATIVE BDS &amp; COMMITTEES</b>					
01-1200-5-799000	MISCELLANEOUS	FTD	SYMPATHY FLOWERS-STOWE FATHER	154.43	None
01-1200-5-799000	MISCELLANEOUS	SPECIAL OLYMPICS	MEMORIAL DONATION - HERDEGEN	205.00	None
Total Department 1200 LEGISLATIVE BDS & COMMITTEES				<u>359.43</u>	
<b>Department: 1300 LEGAL</b>					
01-1300-3-777000	VILLAGE PROSECUTOR	LALUZERNE & SMITH, LTD.	LEGAL SERVICES 11/21	7,246.25	None
Total Department 1300 LEGAL				<u>7,246.25</u>	
<b>Department: 1500 CENTRAL BUSINESS DST PARKING</b>					
01-1500-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 1/22	261.54	None
01-1500-7-712000	AED WALL BRACKET	GRAINGER INC	AED WALL BRACKET	70.79	None
01-1500-7-712000	MATERIALS AND SUPPLIES	CITY ELECTRIC SUPPLY - MA	LAMPS FOR STAIRWELLS	167.69	None
01-1500-7-712000	LAKE STREET GARAGE LIGHTS	CITY ELECTRIC SUPPLY - MA	LAKE STREET GARAGE LIGHTS	342.24	None
01-1500-7-712000	MAINTENANCE BUILDING	WORLD SECURITY & CONTROL I	7-ANNUAL FIRE ALARM INSPECTIONS	1,687.15	None
01-1500-7-712000	MAINTENANCE BUILDING	MENARDS INC	CLEANING SUPPLIES	37.13	None
Total Department 1500 CENTRAL BUSINESS DST PARKING				<u>2,566.54</u>	
<b>Department: 1700 PUBLIC BUILDINGS</b>					
01-1700-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 11/21	93.66	None
01-1700-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 11/21	106.95	None
01-1700-4-712000	STORMWATER FEE	VILLAGE OF LIBERTYVILLE	STORMSEWER VILLAGE ACCT-SEC 2	634.40	None
01-1700-4-712000	STORMWATER FEE	VILLAGE OF LIBERTYVILLE	STORMSEWER VILLAGE ACCT-SEC 1	5,489.90	None
01-1700-4-712000	STORMWATER FEE	VILLAGE OF LIBERTYVILLE	STORMSEWER VILLAGE ACCT-SEC 2	2,320.50	None
01-1700-5-799000	MISCELLANEOUS	AMERICAN PUBLIC WORKS ASSN	4-APWA HOLIDAY LUNCHEON-DIT/JUA/CHU/C	60.00	None
01-1700-7-712000	KLEENEX-VH	WAREHOUSE DIRECT, INC	KLEENEX-VH	102.70	None
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	WORLD SECURITY & CONTROL I	7-ANNUAL FIRE ALARM INSPECTIONS	568.57	None
01-1700-7-712000	HINGE	J & R LOCK & SAFE, INC	HINGE	122.00	None
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	MKC PLUMBING INC	REPLACE FLUSH VALVE INTERNALS-SCHERTZ	356.13	None
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	IN & OUT PAINTING	INTERIOR PATCH& PAINT OFFICE-SCHERTZ	550.00	None
01-1700-7-713000	REPAIR WEATHERSTRIPPING-BL	J & R LOCK & SAFE, INC	REPAIR WEATHERSTRIPPING-BLD DEPT	150.00	None
01-1700-7-713000	INSTALL SUPPLIED CONDENSOR	CAHILL HEATING & A/C	INSTALL SUPPLIED CONDENSOR-SCHERTZ	441.00	None
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	INT'L FIRE EQUIPMENT CORP	ANNUAL FIRE EXTINGUISHER MAINT-police	1,202.95	None
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	WORLD SECURITY & CONTROL I	7-ANNUAL FIRE ALARM INSPECTIONS	518.57	None
01-1700-7-713000	REPAIR OF RTU #3	CAHILL HEATING & A/C	REPAIR OF RTU #3	1,540.00	None
Total Department 1700 PUBLIC BUILDINGS				<u>14,257.33</u>	
Total Fund 01 GENERAL FUND				<u>181,453.95</u>	
<b>Fund: 07 MOTOR FUEL TAX FUND</b>					
<b>Department: 0000 GENERAL</b>					
07-0000-0-738000	ASPHALT RESURFACING	PETER BAKER & SON CO	2021 ROAD PROGRAM - CONSTR	13,390.71	None
Total Department 0000 GENERAL				<u>13,390.71</u>	

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<b>Fund: 07 MOTOR FUEL TAX FUND</b>					
				Total Fund 07 MOTOR FUEL TAX FUND	13,390.71
<b>Fund: 09 TAX INCREMENT FIN DIST #1</b>					
<b>Department: 0000 GENERAL</b>					
09-0000-0-776000	PARKING IMPROVEMENTS	TESKA ASSOCIATES, INC	CHURCH GARAGE SIGN-CONSTR ENG	1,986.10	None
09-0000-0-776000	PARKING IMPROVEMENTS	TGF ENTERPRISES INC	CHURCH GARAGE SIGN - PAVERS	1,375.00	None
				Total Department 0000 GENERAL	3,361.10
				Total Fund 09 TAX INCREMENT FIN DIST #1	3,361.10
<b>Fund: 13 HOTEL/MOTEL TAX FUND</b>					
<b>Department: 0000 GENERAL</b>					
13-0000-0-720000	COOK HOUSE	NORTH SHORE GAS CO	SERVICE 11/21	237.64	None
13-0000-0-720000	COOK HOUSE	WORLD SECURITY & CONTROL I	ANNUAL FIRE ALARM INSPECTION-COOK HSE	470.00	None
13-0000-0-720000	COOK HOUSE	CAHILL HEATING & A/C	REPLACE BREAKER & OUTLET-COOK HSE	405.75	None
13-0000-0-759000	TOURISM PROMOTIONS	FACEBOOK	SHOP60048 HOLIDAY PROMOTIONS	10.00	None
13-0000-0-762000	CIVIC CENTER	PEERLESS NETWORK, INC	SERVICE 1/22	212.78	None
13-0000-0-762000	CIVIC CENTER	NORTH SHORE GAS CO	SERVICE 11/21	92.24	None
13-0000-0-762000	CIVIC CENTER	WORLD SECURITY & CONTROL I	ANNUAL FIRE ALARM INSPECT-CIVIC CTR	860.00	None
13-0000-0-762000	CIVIC CENTER	BUILDING AUTOMATION SOLUTI	SERVICE CALL/CHECK ISSUES W/BOILER-CI	274.00	None
13-0000-0-762000	CIVIC CENTER	CAHILL HEATING & A/C	REPAIR BOILER-CIV CTR	900.00	None
13-0000-0-762000	CIVIC CENTER	CAHILL HEATING & A/C	REPAIR WIRE OUTDOOR LIGHT-CIV CTR	529.50	None
13-0000-0-781000	ADLER CULTURAL CENTER	WORLD SECURITY & CONTROL I	ANNUAL FIRE ALARM INSPECT-ADLER	735.00	None
13-0000-0-781000	ADLER CULTURAL CENTER	CAHILL HEATING & A/C	REPAIR OUTDDOR LIGHT-ADLER CTR	935.25	None
				Total Department 0000 GENERAL	5,662.16
				Total Fund 13 HOTEL/MOTEL TAX FUND	5,662.16
<b>Fund: 14 COMMUTER PARKING FUND</b>					
<b>Department: 0000 GENERAL</b>					
14-0000-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY,	SERVICE 11/21	123.29	None
14-0000-4-710000	PHONE	PEERLESS NETWORK, INC	SERVICE 1/22	105.13	None
14-0000-5-706000	MATERIALS AND SUPPLIES	MKC PLUMBING INC	PROVIDE & INSTALL WALL HYDRANT-METRA	960.00	None
14-0000-5-706000	MATERIALS AND SUPPLIES	CITY ELECTRIC SUPPLY - MA	4-LED EMERGENCY LIGHTS-LAKE ST GARAGE	114.84	None
14-0000-5-706000	MATERIALS AND SUPPLIES	RYDIN DECAL -DRI-STICK DEC	2022 LAKE ST METRA TAGS	895.70	None
14-0000-5-706000	MATERIALS AND SUPPLIES	RYDIN DECAL -DRI-STICK DEC	2022 LAKE ST METRA TAGS	180.69	None
14-0000-7-713000	MAINTENANCE GROUNDS	INT'L FIRE EQUIPMENT CORP	INSTALL NEW FIRE EXT & CABINET-METRA	429.21	None
14-0000-7-713000	MAINTENANCE GROUNDS	WORLD SECURITY & CONTROL I	7-ANNUAL FIRE ALARM INSPECTIONS	478.57	None
14-0000-7-713000	MAINTENANCE GROUNDS	CAHILL HEATING & A/C	REPLACED SOCKET-METRA STN	218.25	None
14-0000-7-713000	MAINTENANCE GROUNDS	FLECK'S LANDSCAPING	LANDSCAPE MAINT #8	209.20	None
				Total Department 0000 GENERAL	3,714.88
				Total Fund 14 COMMUTER PARKING FUND	3,714.88
<b>Fund: 20 UTILITY FUND</b>					
<b>Department: 2020 WATER DEPARTMENT</b>					
20-2020-3-728000	TECHNICAL SERVICES	LAKE COUNTY HEALTH DEPT/HE	WATER TESTING 11/21	380.00	None
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 11/21	37.38	None
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 11/21	54.79	None
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 11/21	42.51	None
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 11/21	195.50	None
20-2020-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY,	SERVICE 11/21	96.37	None
20-2020-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY,	SERVICE 11/21	338.93	None

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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
<b>Fund: 20 UTILITY FUND</b>					
<b>Department: 2020 WATER DEPARTMENT</b>					
20-2020-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY,	SERVICE 11/21	985.19	None
20-2020-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY,	SERVICE 11/21	282.49	None
20-2020-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE NOV21	46.76	None
20-2020-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 11/21	267.42	None
20-2020-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 11/21	114.32	None
20-2020-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 1/22	114.95	None
20-2020-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 1/22	115.19	None
20-2020-4-712000	STORMWATER FEE	VILLAGE OF LIBERTYVILLE	STORMSEWER VILLAGE ACCT-SEC 2	214.50	None
20-2020-4-712000	STORMWATER FEE	VILLAGE OF LIBERTYVILLE	STORMSEWER VILLAGE ACCT-SEC 1	600.60	None
20-2020-4-712000	STORMWATER FEE	VILLAGE OF LIBERTYVILLE	STORMSEWER VILLAGE ACCT-SEC 2	214.50	None
20-2020-5-706000	MATERIALS AND SUPPLIES	CORE & MAIN LP	VALLVE BOX TOOLS	521.00	None
20-2020-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	FITTINGS	72.24	None
20-2020-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	ASST TOOLS	89.77	None
20-2020-5-726000	MATERIALS AND SUPPLIES	AMERICAN PUBLIC WORKS ASSN	4-APWA HOLIDAY LUNCHEON-DIT/JUA/CHU/C	60.00	None
20-2020-5-726000	TRAVEL, TRAIN, SUBSCRIP &	IPSI	IPSI TUITION-JUAREZ	241.67	None
20-2020-5-726000	MATERIALS AND SUPPLIES	WITTROCK, MARTIN E	REIMBURSE-LODGING FOR CONF	343.35	None
20-2020-5-729000	METERS - NEW CONSTRUCTION	WATER PRODUCTS CO OF AUROR	B-BOXES	656.34	None
20-2020-5-729000	METERS - NEW CONSTRUCTION	WATER PRODUCTS CO OF AUROR	TAPPING FITTINGS	820.42	None
20-2020-5-752000	UNIFORMS	CUTLER WORKWEAR	UNIFORM-LAIBLY	110.68	None
20-2020-5-752000	UNIFORMS	CUTLER WORKWEAR	UNIFORM-LOYD	124.17	None
20-2020-5-752000	UNIFORMS	NORTH AMERICAN SAFETY INC	WATERPROOF JACKETS	141.00	None
20-2020-5-752000	UNIFORMS	CUTLER WORKWEAR	UNIFORM-WARGO	170.09	None
20-2020-5-752000	UNIFORMS	CUTLER WORKWEAR	UNIFORM-WOERTZ	14.39	None
20-2020-5-752000	UNIFORMS	CUTLER WORKWEAR	UNIFORM-WARGO	14.39	None
20-2020-7-712000	MAINTENANCE BLDG AND GROUN	WORLD SECURITY & CONTROL I	7-ANNUAL FIRE ALARM INSPECTIONS	478.57	None
20-2020-7-712000	MAINTENANCE BLDG AND GROUN	FLECK'S LANDSCAPING	LANDSCAPE MAINT #8	249.85	None
20-2020-7-715000	MAINTENANCE BLDG AND GROUN	USA BLUEBOOK	CHLORINE QUILL CENTRUM	322.47	None
20-2020-7-715000	MAINTENANCE OTHER EQUIPMEN	USA BLUEBOOK	CPVC INJECTION CK VALVE	110.23	None
20-2020-7-715000	MAINTENANCE OTHER EQUIPMEN	MENARDS INC	QUILL FITTINGS CENTRUM	183.65	None
20-2020-7-716000	AGGREGATES	VULCAN CONSTRUCTION MATERI	AGGREGATES	896.10	None
20-2020-7-716000	MATERIALS AND SUPPLIES	SERVICE COMPONENTS INC	STAINLESS STEEL WATERMAIN BOLTS	838.62	None
Total Department 2020 WATER DEPARTMENT				10,560.40	
<b>Department: 2021 SEWER DEPARTMENT</b>					
20-2021-3-728000	TECHNICAL SERVICES	ADVOCATE OCCUPATIONAL HEAL	PRE-EMPLOYMENT PHYSICAL	169.00	None
20-2021-3-728000	TECHNICAL SERVICES	INT'L FIRE EQUIPMENT CORP	ANNUAL FIRE EXT MAINT	9.78	None
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 11/21	33.17	None
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 11/21	74.47	None
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 11/21	26.15	None
20-2021-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY,	SERVICE 11/21	79.22	None
20-2021-4-709000	NATURAL GAS	NORTH SHORE GAS CO	SERVICE NOV21	42.21	None
20-2021-4-709000	NATURAL GAS	NORTH SHORE GAS CO	SERVICE 11/21	46.01	None
20-2021-4-709000	NATURAL GAS	NORTH SHORE GAS CO	SERVICE 11/21	45.32	None
20-2021-4-709000	NATURAL GAS	NORTH SHORE GAS CO	SERVICE 11/21	41.43	None
20-2021-4-709000	NATURAL GAS	NORTH SHORE GAS CO	SERVICE 11/21	95.07	None
20-2021-4-709000	NATURAL GAS	NORTH SHORE GAS CO	SERVICE 11/21	166.97	None
20-2021-5-706000	MATERIALS AND SUPPLIES	RAY SCHRAMER & CO	6" FITTINGS AND CAP	26.00	None
20-2021-5-726000	TRAVEL, TRAIN, SUBSCRIP &	IPSI	IPSI TUITION-JUAREZ	241.67	None
20-2021-5-752000	UNIFORMS	CUTLER WORKWEAR	UNIFORM-ZAMORA	198.87	None
20-2021-5-752000	UNIFORMS	CUTLER WORKWEAR	UNIFORM-PORTWICH	184.48	None

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<b>Fund: 20 UTILITY FUND</b>					
<b>Department: 2021 SEWER DEPARTMENT</b>					
20-2021-7-715000	EMERGENCY LIGHT	GRAINGER INC	EMERGENCY LIGHT FOR LIFT STN	256.56	None
20-2021-7-715000	PUMP COUPLER	GRAINGER INC	PUMP FOR LIFT STN	38.07	None
20-2021-7-715000	MAINTENANCE LIFT STATIONS	FLECK'S LANDSCAPING	LANDSCAPE MAINT #8	279.93	None
Total Department 2021 SEWER DEPARTMENT				2,054.38	
<b>Department: 2022 WASTE WATER TREATMENT PLANT</b>					
20-2022-4-708000	ELECTRICITY	CONSTELLATION NEW ENERGY,	SERVICE 11/21	15,216.90	None
20-2022-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 11/21	4,804.73	None
20-2022-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 1/22	114.95	None
20-2022-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 1/22	105.96	None
20-2022-5-706000	6v 12 ah battery	J.E.B. BATTERY DISTRIBUTOR	4-6V BATTERIES	83.20	None
20-2022-5-706000	CLEANER	MENARDS INC	JANITORIAL SUPPLY	8.99	None
20-2022-5-706000	CHEMICAL FEED REPAIRS	MCMMASTER-CARR SUPPLY CO	CHEMICAL FEED	22.67	None
20-2022-5-706000	MONTING HARD WARE LEVEL SE	MCMMASTER-CARR SUPPLY CO	LEVEL TRANSMITTER DIGESTER	86.15	None
20-2022-5-707000	PHOS FACTS CLEANING SOLUTI	USA BLUEBOOK	PHOS FACTS CLEANING SOLUTION	407.67	None
20-2022-5-726000	TRAVEL, TRAIN, SUBSCRIP &	CSWEA	TRAINING CLASS-KUEBKER	25.00	None
20-2022-7-712000	CLEANED AC UNIT	CAHILL HEATING & A/C	CLEANED FITLER/ADDED REFRIGERANT-WWTP	205.00	None
Total Department 2022 WASTE WATER TREATMENT PLANT				21,081.22	
<b>Department: 2024 UTILITY-CAPITAL IMPROVEMENT</b>					
20-2024-5-788000	OMNI DEAD BATTERY REPLACEM	CORE & MAIN LP	OMNI DEAD BATTERY REPLACEMENTS	4,610.00	None
20-2024-5-793000	HYDRANT AND PARTS	WATER PRODUCTS CO OF AUROR	HYDRANT HIT BY VEHICLE AT 109 S MILWA	3,771.55	None
20-2024-6-750000	WWTP IMPR	STRAND ASSOCIATES, INC	SCREEN/GRIT ENGINEERING	10,324.48	None
20-2024-6-776000	SANITARY SEWER REPAIRS	GEWALT HAMILTON ASSOCIATES	WINCHESTER SANITARY-ENG	4,430.00	None
20-2024-6-777000	LIFT STATION IMPROVEMENTS	RHMG ENGINEERS, INC	HIGH SCHOOL LIFT STN NO 9 PROJ	2,720.00	None
20-2024-6-795000	WATER SYSTEM IMPROVEMENTS	GEWALT HAMILTON ASSOCIATES	2021 WM REPLACE-CONSTR ENG	23,497.20	None
20-2024-6-795000	WATER SYSTEM IMPROVEMENTS	DIXON ENGINEERING INC	CENTRUM RESERVOIR REHAB PROJ	1,040.00	None
Total Department 2024 UTILITY-CAPITAL IMPROVEMENT				50,393.23	
Total Fund 20 UTILITY FUND				84,089.23	
<b>Fund: 21 STORMWATER SEWER FUND</b>					
<b>Department: 0000 GENERAL</b>					
21-0000-0-401000	ACCOUNTS PAYABLE	ANDERSON, DAVE	UB refund for account: 0103068700-03	82.88	None
Total Department 0000 GENERAL				82.88	
<b>Department: 2121 STORMWATER SEWER</b>					
21-2121-3-728000	TECHNICAL SERVICES	CHRISTOPHER B BURKE ENG LT	TECHNOLOGY WY-WATER QUALITY	469.00	None
21-2121-7-718000	MAINTENANCE STORM SEWERS	FLECK'S LANDSCAPING	LANDSCAPE MAINT #8	69.51	None
21-2121-7-718000	MAINTENANCE STORM SEWERS	CLEAN SWEEP	SWEEPING 12/1/21	477.40	None
Total Department 2121 STORMWATER SEWER				1,015.91	
Total Fund 21 STORMWATER SEWER FUND				1,098.79	
<b>Fund: 30 VEHICLE MAINT/REPL SERVICE FD</b>					
<b>Department: 0000 GENERAL</b>					
30-0000-3-787000	FIRE CONTRACTUAL REPAIRS	UL LLC	AERIL & GRNDLADDER TST & INSPECTN	2,790.00	None
30-0000-3-788000	POLICE CONTRACTUAL REPAIRS	PEARSE, JAMES C	DENT REPAIR #20	180.00	None
30-0000-5-706000	SHOP SUPPLIES	SERVICE COMPONENTS INC	SHOP SUPPLIES	891.13	None
30-0000-5-707000	TOOLS	ALBANY STEEL & BRASS CORP	PIVOT ARM	123.83	None
30-0000-5-707000	TOOLS	ALBANY STEEL & BRASS CORP	GRINDER	195.00	None
30-0000-5-711000	GASOLINE & OIL	RUSSO POWER EQUIPMENT	SNOW BLOWER PADDLES	71.96	None

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<b>Fund: 30 VEHICLE MAINT/REPL SERVICE FD</b>					
<b>Department: 0000 GENERAL</b>					
30-0000-5-711000	GASOLINE & OIL	GROWER EQUIPMENT & SUPPLY	GASOLINE	91.80	None
30-0000-5-711000	GASOLINE & OIL	AL WARREN OIL CO INC	MOTOR OIL	540.65	None
30-0000-5-711000	GASOLINE & OIL	MIDWEST HOSE AND FITTINGS	HYDRAULIC HOSES	492.39	None
30-0000-5-714000	VEHICLE PARTS	HAVEY COMMUNICATIONS INC	4-PLCMNT RUBBERIZED KNOBS	46.40	None
30-0000-5-714000	VEHICLE PARTS	INTERSTATE BILLING SERVICE	AIR HORN SWITCH	210.00	None
30-0000-5-714000	VEHICLE PARTS	SERVICE COMPONENTS INC	BUTT SPLICE CONNECTORS	71.87	None
30-0000-5-714000	VEHICLE PARTS	LEACH ENTERPRISES INC	PURGE VALVE	111.95	None
30-0000-5-714000	VEHICLE PARTS	RUSSO POWER EQUIPMENT	SNOW BLOWER PADDLES	103.94	None
30-0000-5-714000	VEHICLE PARTS	INTERSTATE BILLING SERVICE	RELAY/SWITCH HEADLGT ROCKER	115.74	None
30-0000-5-714000	VEHICLE PARTS	AL WARREN OIL CO INC	DIESEL	20,135.54	None
30-0000-5-714000	VEHICLE PARTS	ADVANCE AUTO PARTS	MISC VEHICLE REPAIR PARTS AND SUPPLIE	329.60	None
30-0000-5-714000	VEHICLE PARTS	MONROE TRUCK EQUIPMENT INC	VALVE	179.16	None
30-0000-5-714000	VEHICLE PARTS	ATLAS BOBCAT LLC	GRINDER TEETH	174.88	None
30-0000-5-789000	SQUAD #7 ACCIDENT DAMAGE	ALLANSON AUTO BODY	SQUAD #7 ACCIDENT DAMAGE	1,451.55	None
30-0000-5-789000	SQUAD #4 ACCIDENT DAMAGE	ALLANSON AUTO BODY	SQUAD #4 ACCIDENT DAMAGE	1,466.38	None
30-0000-7-715000	MAINTENANCE OTHER EQUIPMEN	GEARY ELECTRIC INC	REPLACE LAMPS AT GAS PUMP-NORTH AVE	260.08	None
30-0000-7-715000	MAINTENANCE OTHER EQUIPMEN	MANKOFF INDUSTRIES, INC	FUEL PUMP REPAIR	365.66	None
30-0000-7-715000	MAINTENANCE OTHER EQUIPMEN	MANKOFF INDUSTRIES, INC	INSPECTION OF FUEL TANK	195.00	None
Total Department 0000 GENERAL				30,594.51	
Total Fund 30 VEHICLE MAINT/REPL SERVICE FD				30,594.51	
<b>Fund: 31 TECHNOLOGY EQUIP/REPL SER FD</b>					
<b>Department: 0000 GENERAL</b>					
31-0000-4-719000	INTERNET ACCESS	COMCAST	SERVICE 12/1/21-12/31/21	5,394.24	None
31-0000-4-719000	INTERNET ACCESS	COMCAST	SERVICE 12/1/21-12/31/21	828.06	None
31-0000-5-706000	COMPUTER SUPPLIES	AMAZON	5-HDMI CABLES	49.95	None
31-0000-5-706000	COMPUTER SUPPLIES	AMAZON CAPITAL SERVICES, I	2-PRINTERS - VH	588.99	None
31-0000-5-729000	MOBILE TOKENS-50	CDW GOVERNMENT, INC	2 FACTOR AUTHENTICATION	1,351.49	None
31-0000-5-729000	HARDWARE TOKEN	CDW GOVERNMENT, INC	2 FACTOR AUTHENTICATION	328.42	None
31-0000-5-729000	100 USER LICENSES	CDW GOVERNMENT, INC	2 FACTOR AUTHENTICATION	973.71	None
31-0000-6-790000	DOCKING STATION	CDW GOVERNMENT, INC	LAPTOP REPLACEMENTS	636.03	None
31-0000-6-790000	CAPITAL OUTLAY	SHI INTERNATIONAL CORP	2-MONITORS	610.00	None
Total Department 0000 GENERAL				10,760.89	
Total Fund 31 TECHNOLOGY EQUIP/REPL SER FD				10,760.89	
<b>Fund: 40 PROJECT FUND</b>					
<b>Department: 0000 GENERAL</b>					
40-0000-0-773000	ANNUAL ROAD IMPROVEMENT PR	RUBINO ENGINEERING INC	2022 ROAD PROGRAM - PAVT CORES	1,800.00	None
40-0000-0-775000	REPLACEMENT STERNBERG ASSE	STERNBERG LANTERNS INC.	REPLACEMENT STERNBERGS	23,280.00	None
40-0000-0-775000	STREETLIGHT REPLACEMENT	GEWALT HAMILTON ASSOCIATES	2021 STREETLIGHT ASSESSMENT	6,295.80	None
Total Department 0000 GENERAL				31,375.80	
Total Fund 40 PROJECT FUND				31,375.80	
<b>Fund: 46 PUBLIC BUILDING IMPROVEMENT FD</b>					
<b>Department: 0000 GENERAL</b>					
46-0000-0-792000	PUBLIC WORKS BUILDING	KITCHEN KRAFTERS INC	WOMEN'S BATHROOM TOP	510.02	None
46-0000-0-792000	PUBLIC WORKS BUILDING	AMAZON CAPITAL SERVICES, I	12-OFFICE CHAIR MAT	341.88	None
46-0000-0-796000	INSTALL MOTION SENSORS PER	CAHILL HEATING & A/C	INSTALL MOTION SENSORS PER CODE	285.00	None

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<b>Fund: 46 PUBLIC BUILDING IMPROVEMENT FD</b>					
<b>Department: 0000 GENERAL</b>					
46-0000-0-796000	PARK & RECREATION BUILDING CAHILL HEATING & A/C		INSTALLED RECEPTACLES-CRAWFORD HSE	800.00	None
			Total Department 0000 GENERAL	1,936.90	
			Total Fund 46 PUBLIC BUILDING IMPROVEMENT FD	1,936.90	
<b>Fund: 60 LIBERTYVILLE SPORTS COMP FUND</b>					
<b>Department: 6001 LSC-INDOOR SPORTS CENTER</b>					
60-6001-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 11/21	25.51	None
60-6001-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 1/22	68.96	None
60-6001-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 1/22	45.97	None
60-6001-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 1/22	94.81	None
			Total Department 6001 LSC-INDOOR SPORTS CENTER	235.25	
			Total Fund 60 LIBERTYVILLE SPORTS COMP FUND	235.25	

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--- TOTALS BY FUND ---					
		01	GENERAL FUND	181,453.95	
		07	MOTOR FUEL TAX FUND	13,390.71	
		09	TAX INCREMENT FIN DIST #1	3,361.10	
		13	HOTEL/MOTEL TAX FUND	5,662.16	
		14	COMMUTER PARKING FUND	3,714.88	
		20	UTILITY FUND	84,089.23	
		21	STORMWATER SEWER FUND	1,098.79	
		30	VEHICLE MAINT/REPL SERVICE FD	30,594.51	
		31	TECHNOLOGY EQUIP/REPL SER FD	10,760.89	
		40	PROJECT FUND	31,375.80	
		46	PUBLIC BUILDING IMPROVEMENT FD	1,936.90	
		60	LIBERTYVILLE SPORTS COMP FUND	235.25	
		Total For All Funds:		367,674.17	



## VILLAGE BOARD AGENDA SUPPLEMENT

<b>Meeting Date:</b>	January 11, 2022
<b>Agenda Item:</b>	Consideration of a Confirming Ordinance to Waive Competitive Pricing to Purchase a Proprietary Vehicle Basestation Water Meter Radio Reading Device
<b>Staff Recommendation:</b>	Approve Confirming Ordinance
<b>Staff Contact:</b>	Paul Kendzior, P.E., C.F.M., Director of Public Works

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**Background:** The Village currently has one “drive-by” radio read handheld water meter reading device, which is obsolete and no longer tech supported because of its age. This device is not functioning and repairs are not an option. The Village requested and has received a quotation in the amount of \$35,000 from Core & Main for an upgraded replacement device. Core & Main is the sole source supplier of the Sensus metering devices currently in use in the Village. The cost also includes new operating software set-up and training. The remaining handheld meter reading devices are all touchpad “walk-by” readers. The radio read device is essential to the Village’s water meter reading efforts and is more efficient and less time consuming than the “touch-pad” readers. Staff is recommending that competitive pricing be waived because the new FlexNet Basestation radio read device for Sensus water meters is proprietary and the only supplier is Core & Main.

The \$35,000 expense is unbudgeted, however there is a \$442,500 savings in the Utility Capital Improvement Fund (Account # 20-2024-6-750) due to the extremely competitive contractor bids received for the wastewater treatment plant aeration blowers replacement project. Staff proposes that a portion of this savings be reallocated for the purchase of the proprietary upgraded replacement Sensus FlexNet meter radio reading device. A confirming Ordinance is necessary because the lead time for delivery is 12-weeks from the vendor’s receipt of the purchase order and therefore the Village Administrator authorized an emergency purchase on December 28, 2021.

Staff recommends approval of the attached ordinance to waive competitive pricing and accept the quotation from Core & Main for the purchase of the proprietary Sensus FlexNet Vehicle Basestation meter radio reading device in the amount of \$35,000 and authorize the execution of the purchase by the Village Administrator.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 22-O-

A CONFIRMING ORDINANCE WAIVING COMPETITIVE PRICING AND AUTHORIZING  
A PURCHASE FOR A PROPRIETARY WATER METER RADIO READING DEVICE

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Adopted by the  
President and Board of Trustees  
Of  
The Village of Libertyville  
Lake County, Illinois  
This \_\_\_\_ day of \_\_\_\_\_, 2022.

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Published in pamphlet form by direction  
And authority of the Village of Libertyville  
Lake County, Illinois  
This \_\_\_\_ day of \_\_\_\_\_, 2022.

**ORDINANCE NO. 22-O-**

**A CONFIRMING ORDINANCE WAIVING COMPETITIVE PRICING AND AUTHORIZING  
A PURCHASE FOR A PROPRIETARY WATER METER RADIO READING DEVICE**

**WHEREAS,** The Village currently has one “drive-by” (remote) handheld water meter reading device, which is obsolete and no longer tech supported because of its age; and

**WHEREAS,** the device is no longer functioning and repairs are not an option; and

**WHEREAS,** the Village requested and has received a quotation in the amount of \$35,000 from Core & Main Sensus FlexNet Vehicle Basestation meter radio reading device; and

**WHEREAS,** Core & Main is the sole source and proprietary supplier of reading devices for Sensus water meters; and

**WHEREAS,** the \$35,000 expense is unbudgeted, however there is a \$442,500 savings in the Utility Capital Improvement Fund (Account # 20-2024-6-750) due to the extremely competitive contractor bids received for the wastewater treatment plant aeration blowers replacement project; and

**WHEREAS,** the Village recommends competitive pricing be waived because the FlexNet Vehicle Basestation radio reading device for Sensus water meters is proprietary and the only supplier is Core & Main; and

**WHEREAS,** in order to execute the purchase, the President and Board of Trustees have determined that it is appropriate to waive competitive bidding for the purchase; and

**WHEREAS,** the President and Board of Trustees have determined that it will serve and be in the best interests of the Village to execute the purchase with Core & Main in the amount of \$35,000 for the proprietary upgraded replacement Sensus FlexNet Basestation water meter radio reading device.

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

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

SECTION 2. WAIVER OF COMPETITIVE PRICING. The advertising and competitive pricing requirements for the purchase of the proprietary Sensus FlexNet Basestation water meter radio reading device supplied by Core & Main are hereby waived.

SECTION 3. APPROVAL OF PURCHASE. The purchase of the proprietary Sensus FlexNet Basestation water meter radio reading device is hereby approved in an amount not to exceed \$35,000, in substantially to the quotation attached to this Ordinance as **Exhibit A**.

SECTION 4. EXECUTION OF PURCHASE. The Village Administrator is hereby authorized and directed to execute on behalf of the Village, the purchase of the proprietary Sensus FlexNet Basestation water meter radio reading device.

SECTION 5. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance are to remain in full force and effect, and are to be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2022.

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

ATTEST:

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

**EXHIBIT A**

Quotation from Core & Main for Sensus FlexNet Basestation water meter reading device



December 15, 2021

Village of Libertyville

Attn: Mike Toll

**Subject: Quotation for Sensus Vehicle Gateway Basestation (VGB)**

**Sensus FlexNet Vehicle Gateway Basestation (VGB) and NEW VXU**

(1) Sensus Model M4600 VGB FlexNet Vehicle Transceiver Unit (VGB) and new VXU  
and AUTOVU Operating Software including Start-Up  
and Training \$35,000.00 ea.net

Prices are good until April 31, 2021. Delivery can be made from stock within twelve (12) weeks from receipt of your purchase order. Our terms are payment net thirty (30) days.

We appreciate your inquiry and trust that our product, prices and service will meet with your approval.

Sincerely,

Mike Murphy  
Territory Manager



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** January 11, 2022

**Agenda Item:** Consideration of an Ordinance Vacating Unimproved Right-of-Way adjacent to 0 Big Oak Lane (South Half of 1255 Thornbury Lane)

**Staff Recommendation:** Approve Ordinance

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

---

**Background:** The Village began the vacation process of the unimproved 40-foot wide Big Oak Lane right-of-way to the first property at the east terminus (535 N. St. Mary's Road) with the passage of Ordinance 20-O-90 on November 9, 2021. It is now proposed to continue the vacation process with the next adjacent property 0 Big Oak Lane, which is the south half of 1255 Thornbury Lane. A Location Map is attached. The owners have been contacted and desire to proceed with the vacation.

Village staff recommends approval of the attached ordinance, subject to the owner remitting the required \$200.00 vacation application fee, to vacate that portion of the Big Oak Lane right-of-way adjacent to 0 Big Oak Lane (south half of 1255 Thornbury Lane). This ordinance requires an affirmative vote of five of the six trustees in order to be approved.

THIS SPACE FOR RECORDER'S USE ONLY

VILLAGE OF LIBERTYVILLE

**ORDINANCE NO. 22-O-XX**

AN ORDINANCE VACATING OF A PORTION OF AN UNIMPROVED RIGHT-OF-WAY  
ADJACENT TO 0 BIG OAK LANE (SOUTH HALF OF 1255 THORNBURY LANE)

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

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

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 22-O-XX

AN ORDINANCE VACATING A PORTION OF AN UNIMPROVED RIGHT-OF-WAY  
ADJACENT TO 0 BIG OAK LANE (SOUTH HALF OF 1255 THORNBURY LANE)

WHEREAS, Brain and Jamie Esmon (“*Owner*”) are the owners of the property commonly known as 0 Big Oak Lane (south half of 1255 Thornbury Lane) and legally described in **Exhibit A**, attached to and made a part of this Ordinance (“*Property*”); and

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

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

WHEREAS, the Owner has requested that the Village to vacate the entire portion of the Right-of-Way immediately adjacent to the south boundary of the Property, which Right-of-Way is approximately 138-feet in length and 40 -feet in width; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- A.     Passage by three-fourths of the members of the Village Board of Trustees, excluding the Village President, in the manner required by law;
- B.     Publication in pamphlet form in the manner required by law; and
- C.     The recordation of this Ordinance, together with such exhibits as the Village Clerk deems appropriate for recordation, with the Office of the Recorder of Lake County.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2022.

AYES:

NAYES:

ABSENT:

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

ATTEST:

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

**EXHIBIT A**

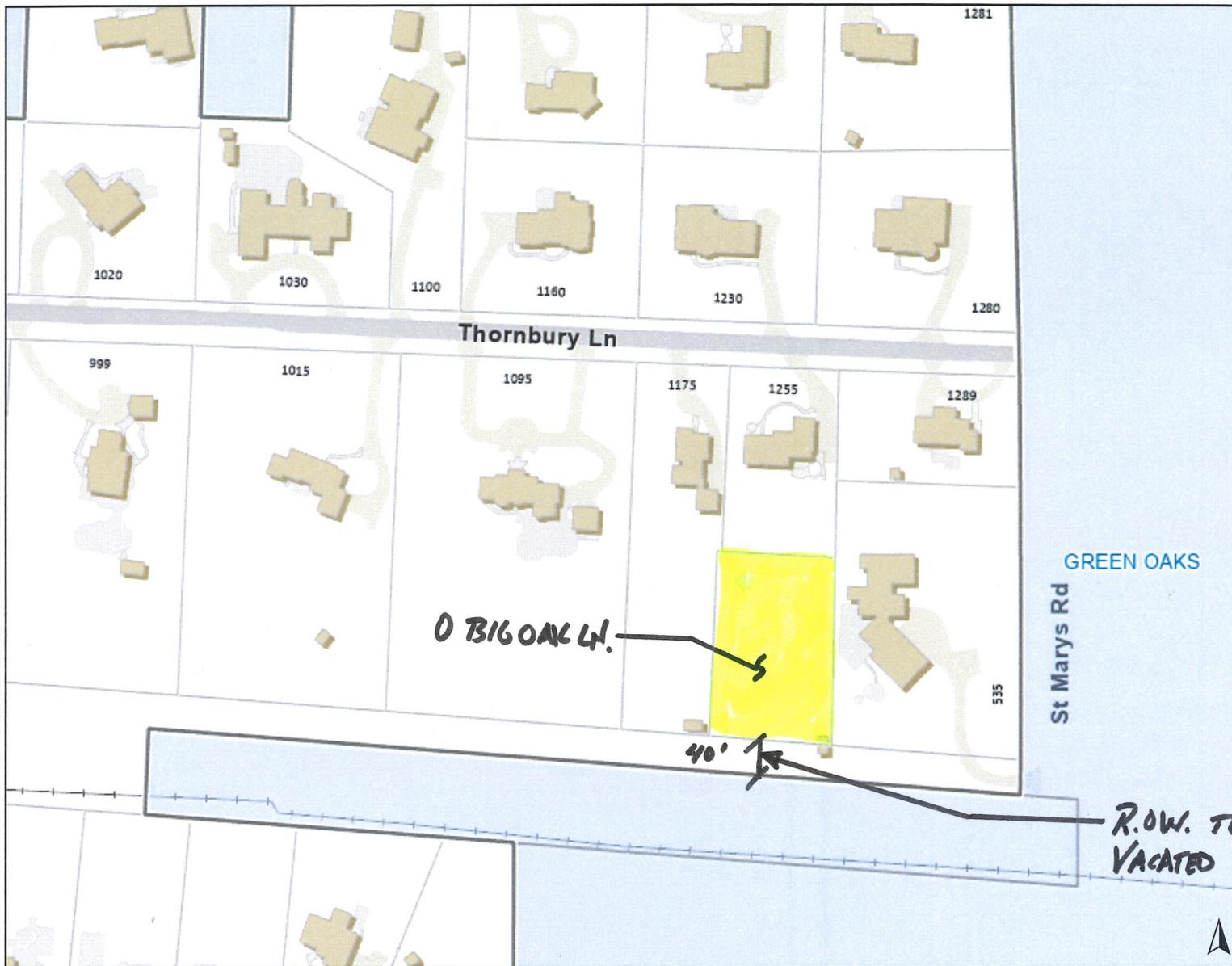
**LEGAL DESCRIPTION OF PROPERTY**

The south half of Lot 20 in Oak Spring Estates, being a subdivision of part of the southeast 1/4 of Section 15, Township 44 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof, recorded June 20, 1929, as Document No. 338779 in Book "T" of Plats, Page 81, and excepting therefrom the west 5.5-feet of the north 210.0-feet of said Lot 20, all in Lake County, Illinois.

Commonly referred to (address): 0 Big Oak Lane, Libertyville, IL 60048

PIN: 11-15-408-009

# GIS Consortium | Right-of-Way Vacation at 0 Big Oak Lane



Legend



Print Date: 12/6/2021

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.



VIA: Certified Mail/Return Receipt Requested

(DATE)

(Resident)

(Address)

Libertyville, Illinois 60048

Tax I.D. No.:

**RE: Right-of-Way Vacation Adjacent to 0 Big Oak Lane (south half of 1255 Thornbury Lane)**

Dear (Resident):

Please take notice that Brain and Jamie Esmon have made application to the Village of Libertyville to vacate a portion of the right-of-way adjacent to 0 Big Oak Lane (south half of 1255 Thornbury Lane). A Location Map is attached.

Legal Description for 0 Big Oak Lane:

The south half of Lot 20 in Oak Spring Estates, being a subdivision of part of the southeast 1/4 of Section 15, Township 44 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof, recorded June 20, 1929, as Document No. 338779 in Book "T" of Plats, Page 81, and excepting therefrom the west 5.5-feet of the north 210.0-feet of said Lot 20, all in Lake County, Illinois.

The applicant is requesting approval to vacate a portion of the 40-foot right-of-way adjacent to 0 Big Oak Lane (south half of 1255 Thornbury Lane), pursuant to Chapter 21 of the Libertyville Municipal Code, as amended.

This request will be considered by the Village's Board of Trustees on **January 11, 2022 at 8:00 p.m., at the Village Hall, 118 West Cook Avenue, Libertyville, Illinois 60048.**

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

Sincerely,

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

**Public Works Department**

Administration and Engineering Division (847) 918-2100 (847) 918-9439 fax  
Streets, Utilities and Fleet Division (847) 362-3434 (847) 918-2122 fax  
Wastewater Treatment Plant (847) 918-2097 (847) 362-4256 fax  
Parks Maintenance (847) 918-2074 (847) 918-9429 fax  
200 E. Cook Avenue Libertyville, Illinois 60048  
[www.libertyville.com](http://www.libertyville.com)



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** January 11, 2022

**Agenda Item:** Consideration of a Resolution to Purchase Fire Hose and Nozzles from Municipal Emergency Services

**Staff Recommendation:** Approve Resolution

**Staff Contact:** Richard M. Carani, Fire Chief

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**Background:** The Libertyville Fire Department applied for and was awarded a FEMA - Assistance to Firefighter Grant in the amount of \$28,591.00 to purchase replacement fire hose and nozzles. This grant is for the FEMA 2020 grant program year. Additionally, as part of the grant agreement, the Village and FEMA cost share the grant purchase. The Federal portion of the grant is 90% or \$25,731.90 and the Village is responsible for 10% of the grant or \$2,859.10. The Fire Department has funding available in the 2021-22 General Fund Budget to pay for the Village's 10% share of the grant.

The Village of Libertyville is a member of the Source Well Cooperative Purchasing program for municipal purchasing. Municipal Emergency Services is a member of this Cooperative and can provide all the equipment requested to the Village through the cooperative purchasing program. By utilizing the joint purchasing program, the Village has satisfied the bidding requirements per the Village's purchasing policy. The actual purchase price is less than anticipated in the grant application.

Staff is recommending the Village Board authorize the purchase of 33 nozzles and 31 lengths of fire hose from Municipal Emergency Services in the amount of \$28,402.00 for which the Village will be reimbursed 90% of the purchase price.

RESOLUTION NO. 22-R-

A RESOLUTION APPROVING THE PURCHASE OF FIRE HOSE AND NOZZLES FROM  
MUNICIPAL EMERGENCY SERVICES

**WHEREAS**, the Village of Libertyville is a municipal organization that operates a Fire Department and is therefore eligible for grant assistance through the FEMA Assistance to Firefighters Grant program; and

**WHEREAS**, Staff applied for a 2020 FEMA Assistance to Firefighters Grant for Fire Hose and Nozzles; and

**WHEREAS**, the Libertyville Fire Department was awarded the 2020 Firefighters Assistance Grant in the amount of \$28,591.00; and

**WHEREAS**, the Village of Libertyville is a member of the Source Well Cooperative Purchasing Program; and

**WHEREAS**, Municipal Emergency Services is a member of the Source Well Cooperative Purchasing Program and can supply the requested hose and nozzles through joint purchasing; and

**WHEREAS**, Staff has solicited a quote for 33 nozzles and 31 lengths of hose from Municipal Emergency Services (joint purchasing participant) in the amount of \$28,402.00;

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

SECTION 1: The Village of Libertyville Board of Trustees approves this joint purchase with Municipal Emergency Services for fire hose and nozzles in the amount of \$28,402.00.

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

PASSED this 11<sup>th</sup> day of January 2022.

AYES:

NAYS:

ABSENT:

APPROVED this 11<sup>th</sup> day of January 2022.

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Donna Johnson, Village President

ATTEST:

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Luke Stowe, Village Clerk



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** January 11, 2022

**Agenda Item:** Consideration of an Ordinance Granting a Variation from Section 26-11-13 of the Libertyville Zoning Code to Allow Two Wall Signs (1620 S. Milwaukee Avenue) - McGrath Acura of Libertyville, Applicant

**Staff Recommendation:** Approve Ordinance

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

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**Background:** The attached ordinance would grant a variation to allow two wall signs at the McGrath Acura of Libertyville dealership at 1620 S. Milwaukee Avenue. The Village Board approved this request at their December 14, 2021 meeting with the understanding that an ordinance would be drafted for the Village Board to approve at their January 11, 2022 meeting.

Staff recommends the Village Board approve the attached ordinance.

THIS SPACE FOR RECORDERS USE ONLY

VILLAGE OF LIBERTYVILLE

**ORDINANCE NO. 22-O-\_\_\_\_\_**

AN ORDINANCE GRANTING A VARIATION  
FROM SECTION 26-11-13 OF THE LIBERTYVILLE ZONING CODE  
TO ALLOW TWO WALL SIGNS  
(1620 S. Milwaukee Avenue)

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

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

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 22-O-\_\_\_\_\_

AN ORDINANCE GRANTING A VARIATION  
FROM SECTION 26-11-13 OF THE LIBERTYVILLE ZONING CODE  
TO ALLOW TWO WALL SIGNS  
(1620 S. Milwaukee Avenue)

WHEREAS, 1620 Milwaukee, LLC (“*Owner*”) is the owner of that certain parcel of real property located at 1620 S. Milwaukee Avenue, Libertyville, Illinois, located in the C-5 Vehicle Dealer Commercial Zoning District of the Village (“*C-5 District*”), and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (“*Property*”); and

WHEREAS, McGrath 1620, Inc., d/b/a McGrath Acura of Libertyville (“*Applicant*”), operates an automobile dealership on the Property; and

WHEREAS, the Applicant desires to install two wall signs on the Property (“*Proposed Signs*”); and

WHEREAS, pursuant to Section 26-11-13(c)(2) the “Libertyville Zoning Code,” as amended (“*Zoning Code*”), in the C-5 District, only one wall sign is permitted per vehicle manufacturer; and

WHEREAS, the Applicant, with the consent of the Owner, has filed an application with the Village for a variation from Section 26-11-13(c)(2) of the Zoning Code to increase the number of permitted wall signs on the Property, from one to two, to allow the installation of the Proposed Signs (“*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 November 5, 2021, and held on November 22, 2021; and

WHEREAS, on November 22, 2021, the Zoning Board of Appeals made findings and recommendations in support of the Requested Variation, subject to specified conditions; and

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

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

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

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

SECTION TWO:     Approval of Requested Variation. In accordance with, and pursuant to, Article 16 of the Zoning Code, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the President and Board of Trustees of the Village of Libertyville hereby grant the Requested Variation to allow the installation of the Proposed Signs on the Property.

SECTION THREE:   Conditions. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Code, the approval granted pursuant to Section 2 of this Ordinance is hereby expressly subject to, and contingent upon, the development, use, and maintenance of the Proposed Signs 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 Signs 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 Signs and the Property must comply with the following plans and documents:
1. The Site Plan, prepared by Gries Architectural Group, Inc., consisting of one sheet, with a latest revision date of August 19, 2021 (“*Site Plan*”), a copy of which is attached to, and by this reference incorporated into this Ordinance, as **Exhibit B**; and
  2. The Sign Plans, prepared by Pattison Sign Group, consisting of nine sheets, with a latest revision date of October 5, 2021 (“*Sign Plans*”), copies of which are attached to, and by this reference incorporated into this Ordinance, as **Exhibit C**.
- C. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, all legal fees,

costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made must be made by a certified or cashier's check. Further, the Applicant will be liable for, and must pay upon demand, all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

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

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

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

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

SECTION EIGHT:   Effective Date.

- A.     This Ordinance will be effective only upon the occurrence of the following events:
  - 1.     Passage by the Village President and Board of Trustees in the manner required by law;
  - 2.     Publication in pamphlet form in the manner required by law; and
  - 3.     The filing by the Owner and the Applicant with the Village Clerk of an Unconditional Agreement and Consent, in the form of **Exhibit D** attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.
  
- B.     In the event the Owner and the Applicant do not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 8.A.3 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the

Village President and Board of Trustees will have the right, in its sole discretion,  
to declare this Ordinance null and void and of no force or effect.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

ATTEST:

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

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

That Part of Lot 1 Lying West of and Adjacent to the Northerly Extension of the Mostly Easterly Line of Lot 2 in Liberty Park Subdivision, Being a Subdivision of Part of the East Half of Section 33 and Part of the West Half of Section 34, Township 44 North, Range 11 East of the Third Principal Meridian, According to the Plat Thereof Recorded May 3, 1985 as Document Number 2352994, in Lake County, Illinois.

Property address: 1620 S. Milwaukee Avenue, Libertyville, Illinois 60048  
P.I.N: 11-33-202-002

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

**EXHIBIT C**  
**SIGN PLANS**

**EXHIBIT D**

**UNCONDITIONAL AGREEMENT AND CONSENT**

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

**WHEREAS**, 1620 Milwaukee, LLC (“*Owner*”) is the owner of that certain parcel of real property located at 1620 S. Milwaukee Avenue, Libertyville, Illinois, located in the C-5 Vehicle Dealer Commercial Zoning District of the Village (“*Property*”); and

**WHEREAS**, McGrath 1620, Inc., d/b/a McGrath Acura of Libertyville (“*Applicant*”), operates an automobile dealership on the Property; and

**WHEREAS**, Ordinance No. 22-O-\_\_\_\_\_, adopted by the Village President and Board of Trustees on \_\_\_\_\_, 2022 (“*Ordinance*”), grants a variation to the Applicant in connection with the installation of two wall signs on the Property; and

**WHEREAS**, Section 8 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owner and the Applicant 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 Owner and the Applicant hereby agree and covenant as follows:

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

[SIGNATURE PAGE FOLLOWS]

Dated: \_\_\_\_\_, 2022

ATTEST:

**1620 MILWAUKEE, LLC**

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

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

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

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

ATTEST:

**MCGRATH 1620, INC. D/B/A  
MCGRATH ACURA OF  
LIBERTYVILLE**

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

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

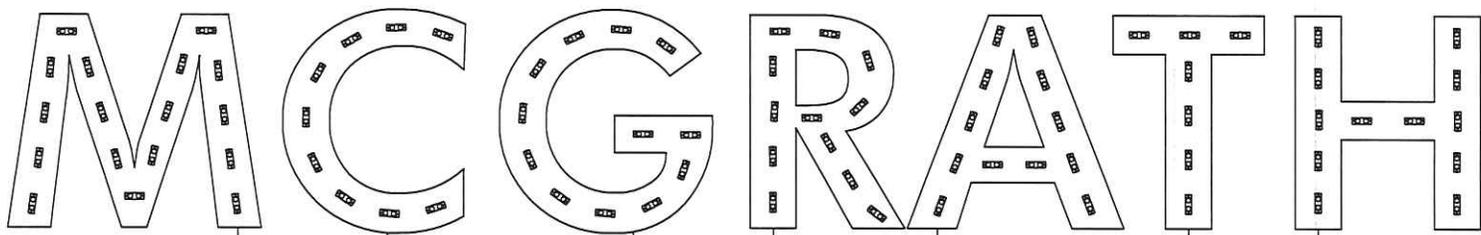
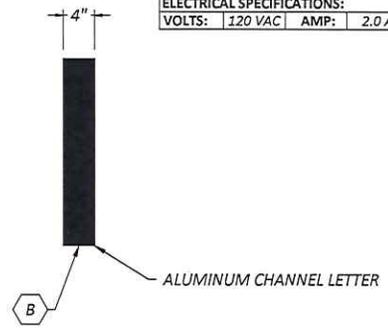
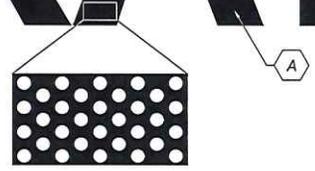
Its: \_\_\_\_\_

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



2'-0" 13'-9 $\frac{1}{16}$ "

# MCGRATH



Modules: 38  
PS: Standard 60W

Modules: 43  
PS: Standard 60W

82 Modules: Principal LED - Qwik Mod 2 - 5000k

## ACURA DEALER

24" MCGRATH  
BLACK DAY/WHITE NIGHT - LED CHNL LTRS

INSTALLATION:	- INTERIOR	X EXTERIOR
ELECTRICAL SPECIFICATIONS:	WEIGHT: 0000 lbs	
VOLTS:	120 VAC	AMP: 2.0 A
CIRC:	1	

#	Colors:
A	VINYL: 3M 3635-222 BLACK PERF.
B	PAINT: SATIN BLACK

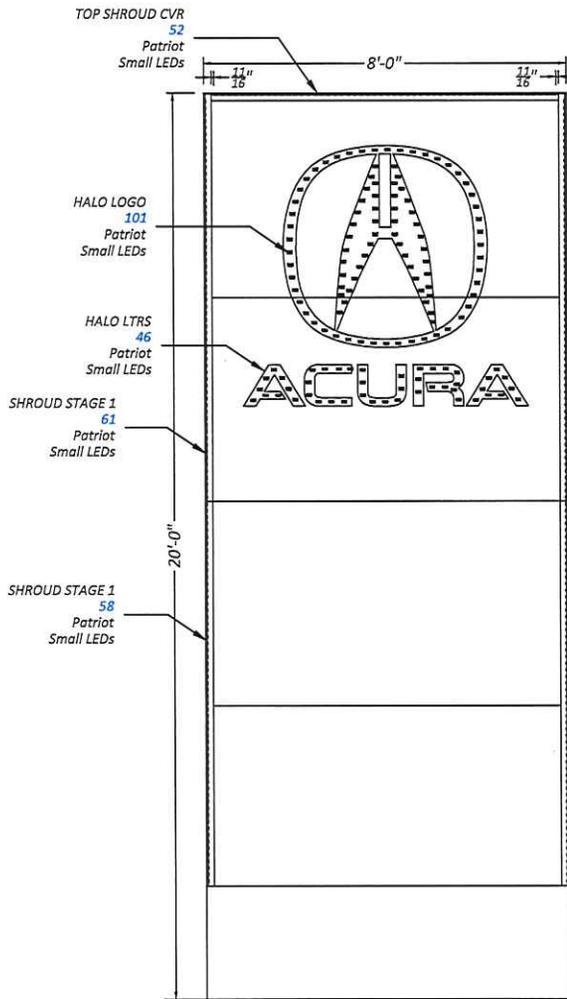
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②	
③	



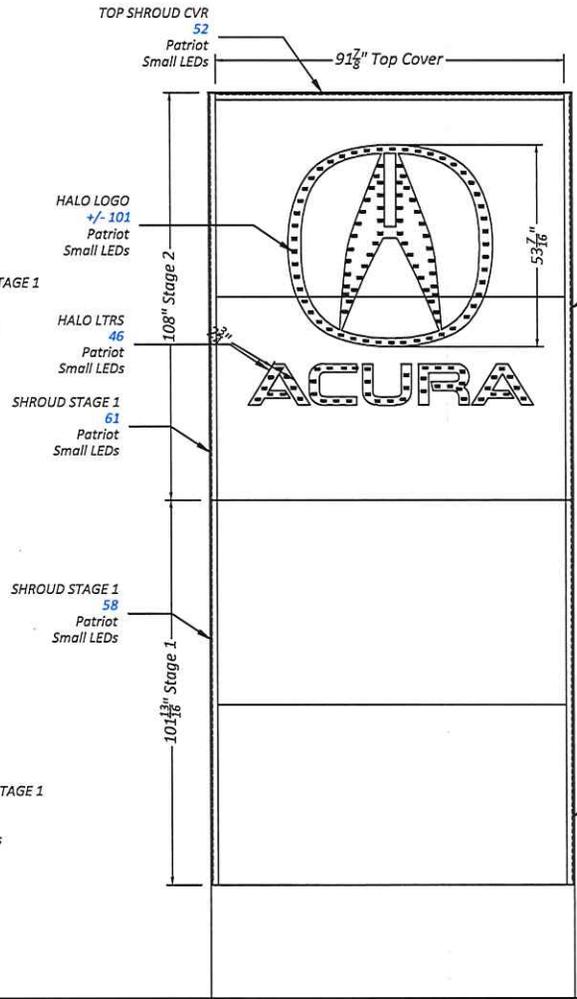
www.pattison.com / toll free (866) 218-1976  
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						CUSTOMER: ACURA LOCATION: DRAWN BY: C.WILLIAMS CHECKED BY: PROJECT ID:	CASE: DATE: 10/05/2021 JOB: PAGE: 1 of 1
Description of change # Revision(s)		??	##/##/##	By:	Date:	<small>           This sign is required to be installed in accordance with the requirements of National Electrical Code (NEC) or the applicable local code. The installer must obtain all necessary permits and approvals from the local authority having jurisdiction (LAHJ) and be responsible for their installation, according to local electrical codes and regulations.         </small>	
<small>           If this agreement includes the manufacturing and installation of a sign by PATTISON SIGN GROUP, the customer shall provide the sign design, including all artwork, and shall be responsible for obtaining all necessary permits and approvals from the local authority having jurisdiction (LAHJ) and be responsible for their installation, according to local electrical codes and regulations. PATTISON SIGN GROUP shall not be responsible for any damage to the sign or the building or any other property caused by the installation of the sign.         </small>							

**ACURA ABS 820 PYLON ELECTRICAL**  
**PRINCIPLE "PATRIOT" SERIES**  
**SMALL LED MODULE (24V /**  
**5000K)**  
**TOTAL: 874 Mods Per Sign**  
**(6x)24V 96W Power Supplies**



**FRONT SIDE**



**BACK SIDE**



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This sign is intended to be installed in accordance with the requirements of National Electrical Code (NEC) and all applicable local codes. The customer shall be responsible for the installation, including, but not limited to, the electrical wiring and the mounting of the sign. The manufacturer shall not be responsible for the installation, including, but not limited to, the electrical wiring and the mounting of the sign.

**WARNING:** This sign is intended to be installed in accordance with the requirements of National Electrical Code (NEC) and all applicable local codes. The customer shall be responsible for the installation, including, but not limited to, the electrical wiring and the mounting of the sign. The manufacturer shall not be responsible for the installation, including, but not limited to, the electrical wiring and the mounting of the sign.

CUSTOMER:	Acura	CASE:	#####
LOCATION:	Prototype		
DRAWN BY:	J. Buckley	DATE:	08/05/2021
CHECKED BY:	A. Designer	JOB:	348082-1-1
PROJECT ID:	~	PAGE:	1 of X



# Site Plan

NEW WORK



AFS-520

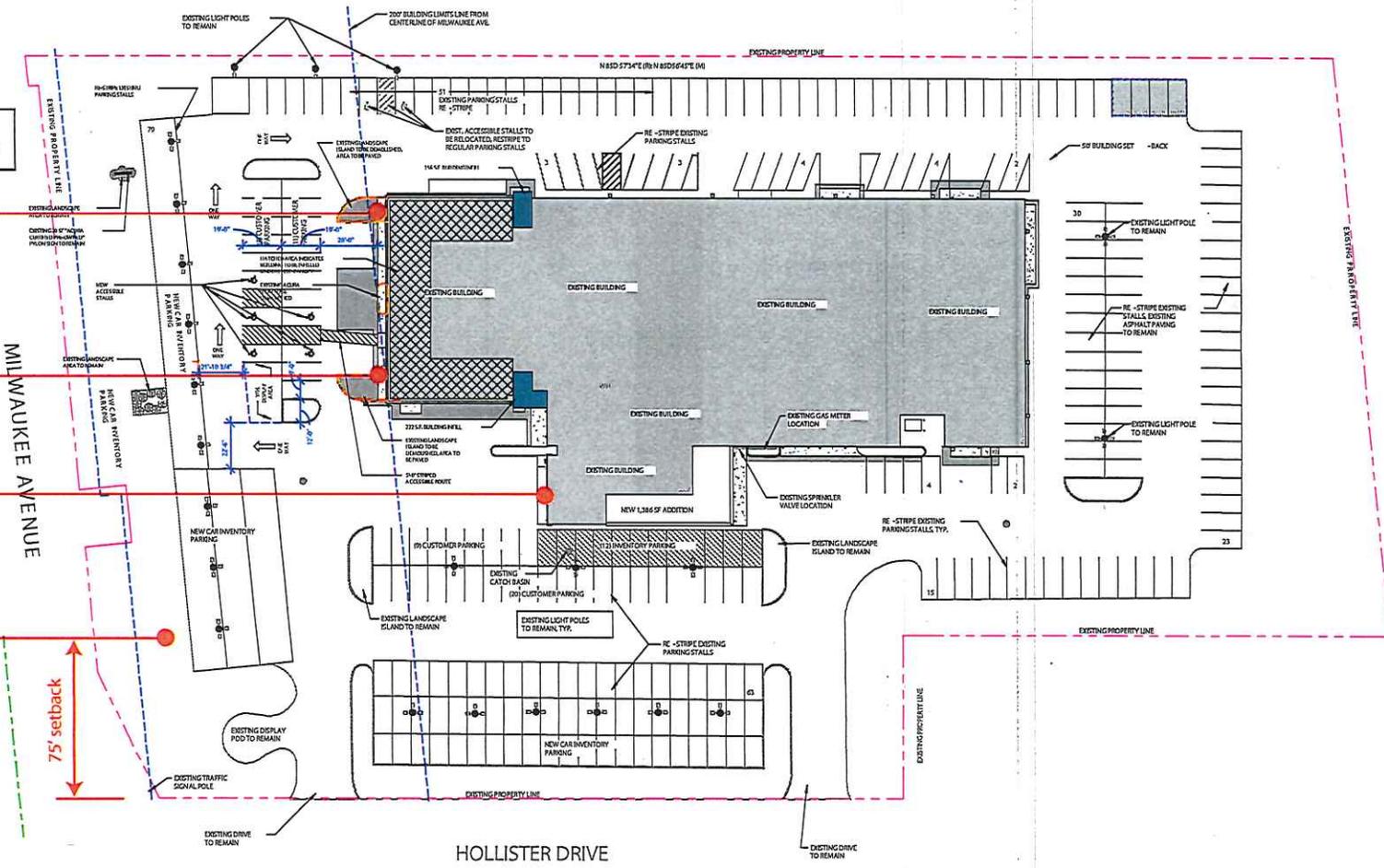


DNL-24B

SERVICE  
SL-18NI



ABS-820



\* ALL EXISTING SIGNS WILL BE REMOVED



520 West Summit Hill Drive Suite 702 Knoxville TN. 37902  
(Toll Free) 1.866.635.1110 (Fax) 1.899.694.1106  
www.pattisonsign.com



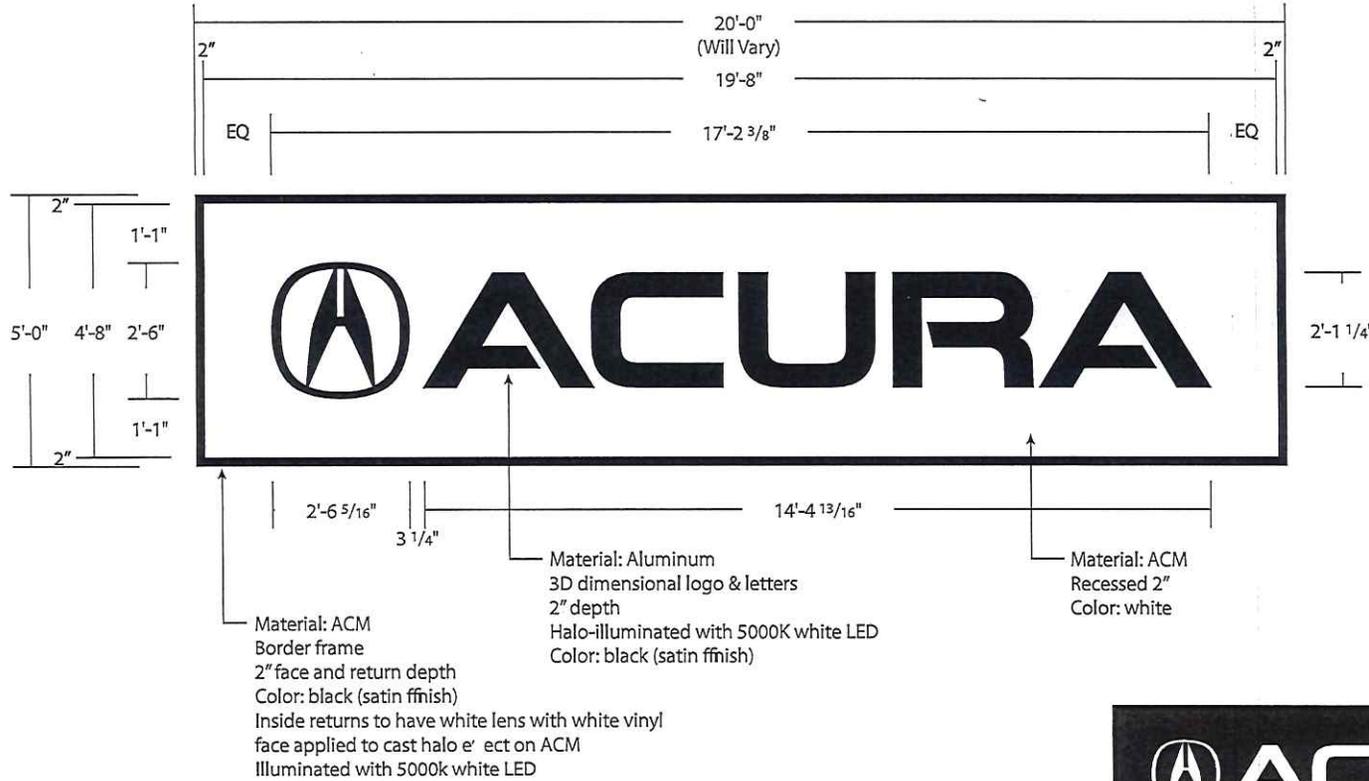
This sign is to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.



Fluorescent, neon and HID lamps contain Mercury (Hg). Dispose of the lamps according to Local, Provincial, State or Federal Laws.

<b>Project ID</b>	
CO2-32291	
Date:	06-24-2021
Scale:	N.T.S.
Sales:	C. O'Connor
Designer:	R. Ferrara
Rev. #:	R6
Date:	10-05-2021
Revision Note: Acura letters removed from Dealer Name	
<input checked="" type="checkbox"/> <b>Conceptual</b>	
Information Required:	
<input type="checkbox"/> Master	
<input checked="" type="checkbox"/> Electrical	
<input type="checkbox"/> 120V <input type="checkbox"/> 347V	
<input type="checkbox"/> Other _____	
<b>Customer Approval</b>	
Signature _____	
MM/DD/YYYY _____	
It is the Customer's responsibility to ensure that the structure of the building is designed and constructed to accept the installation of the signs being ordered. Please ask PSG to provide further details if required.	
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251607 McGrath Acura 1620 S. Milwaukee Ave. Libertyville, IL	
Sign Item	
Site Plan	

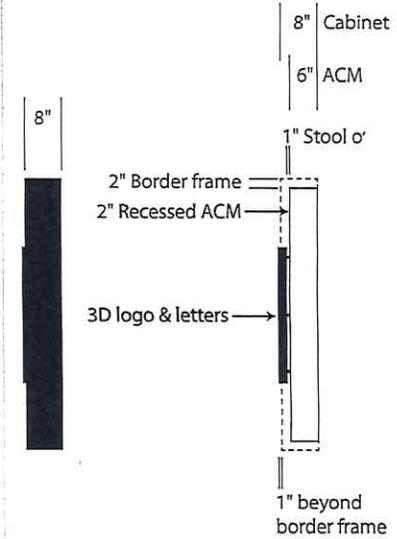
**AFS-520**  
**GEN 4 Acura Fascia Sign 5'x20'**  
**100.0 sq.ft.**



**\* BACKGROUND OPAQUE  
 ONLY LOGO & LETTERS ILLUMINATE**



(White logo & letters at night)



<b>Project ID</b>	
CO2-32291	
Date:	06-24-2021
Scale:	3/8"=1'-0"
Sales:	C. O'Connor
Designer:	R. Ferrara

Rev. #:	RS
Date:	10-04-2021

Revision Note:  
 Background opaque  
 Only logo & letters illuminate

**Conceptual**

Information Required:

**Master**

**Electrical**

120V  347V  
 Other \_\_\_\_\_

**Customer Approval**

Signature \_\_\_\_\_

MM/DD/YYYY

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251607  
 McGrath Acura  
 1620 S. Milwaukee Ave.  
 Libertyville, IL

Sign Item

AFS-520



520 West Summit Hill Drive Suite 702 Knoxville TN. 37902  
 (Toll Free) 1.866.635.1110 (Fax) 1.899.694.1106  
 www.pattisonsign.com



This sign to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

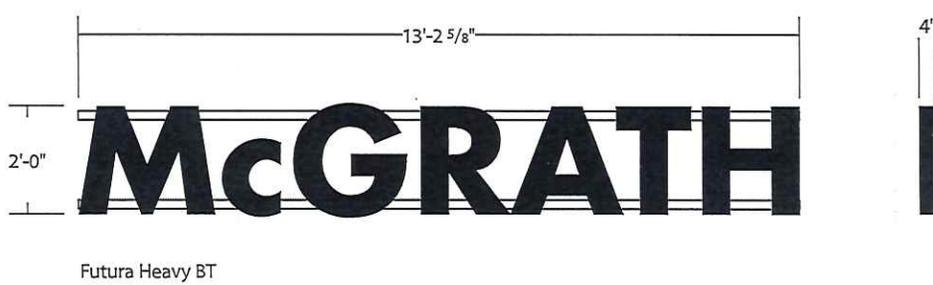


Fluorescent, Neon and HID lamps contain Mercury (Hg). Dispose of the lamps according to Local, Provincial, State or Federal Laws.

# DNL-24B

GEN 4 Dealer Name Letters 24" Black (Day/Night Vinyl)

26.43 sq.ft.



- Material: Aluminum returns with 4" depth
- Color: black (satin finish)
- Trimless white acrylic faces
- Day/Night vinyl face applied
- (Black by day / illuminates white at night)
- Illuminated with 5000k white LED
- Letters mounted to horizontal riders (Color TBD)
- Riders to conceal electrical and hardware
- Mounted to window millions
- Subject to site survey and technical specifications
- Centered within black frame and right aligned



(Black by day)



(White at night)



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 www.pattisonsign.com



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Fluorescent, Neon and HID lamps contain Mercury (HG). Dispose of the lamps according to Local, Provincial, State or Federal Laws.

Project ID	
CO2-32291	
Date:	06-24-2021
Scale:	3/8"=1'-0"
Sales:	C. O'Connor
Designer:	R. Ferrara

Rev. #: R6
Date: 10-05-2021

Revision Note:  
 Acura letters removed from Dealer Name

Conceptual

Information Required:

Master

Electrical

120V     240V  
 Other \_\_\_\_\_

Customer Approval

Signature \_\_\_\_\_  
 MM/DD/YYYY \_\_\_\_\_

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251607  
 McGrath Acura  
 1620 S. Milwaukee Ave.  
 Libertyville, IL

Sign Item

DNL-24B

# ACRA0SF7O30001

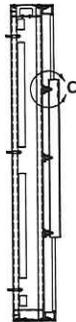
5' 0" x 20' 0" x 8"  
Halo Lit S/F Wall Sign (PROTOTYPE)

INSTALLATION:	<input checked="" type="checkbox"/> INTERIOR	<input type="checkbox"/> EXTERIOR	
ELECTRICAL SPECIFICATIONS:	WEIGHT: 20 lbs.		
VOLTS: 120 VAC	AMP: 1 A	CIRC: 1	
ITEM	PART NO.	DESCRIPTION	QTY
1	ALAC0138	4mm x 62" x 240" RVW White ACM	100
2	ALAC0019	4mm x 62" x 196" TBL Black ACM	169
3	ALSH0035	.080" x 48" x 120" AL Sheet	40
4	ALSH0061	.125" x 48" x 120" AL Sheet	10
5	ALSP0136	Tubing Alum 2" x 1" x .125" x 24'	132
6	ALSP0017	Angle Alum 1.5" x 1.5" x .125" x 25'	30
7	PLPO0099	.118" x 100" Clear Polyc (Roll)	833
8	PLPO0066	.177" x 76" Clear Polyc (Roll)	61
9	ALCO0157	.063 x 2" Mill Finish AL Coil	76
10	H-LECO0023	Jag Land Rvr Clr Fixing Bracket	32118 40
11	VYTR0061	3630-20 White 3M Translucent Vinyl	120
12	Phantom	Principle Patriot Small 24v 5000k LED	488
13	Phantom	Principle 24v 96w Power Supply	3

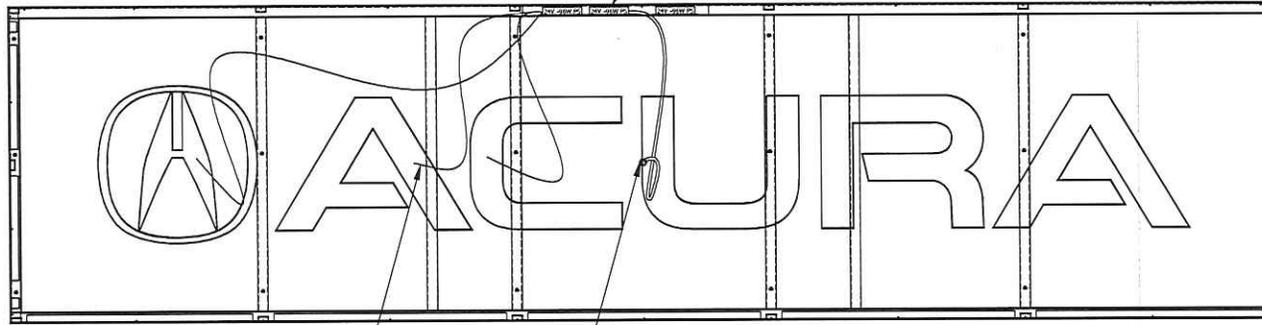
#	Colors:
A	ALPOLIC TBL BLACK ACM (4mm)
B	ALPOLIC RVW WHITE ACM (4mm)
C	PAINT: PTM TBL BLACK ACM
D	3630-20 White 3M Tran Vinyl (Diffuser)

## Electrical Detail

Details Below  
(3x) 96W POWER SUPPLIES MOUNTED IN BRKFORM TROUGH

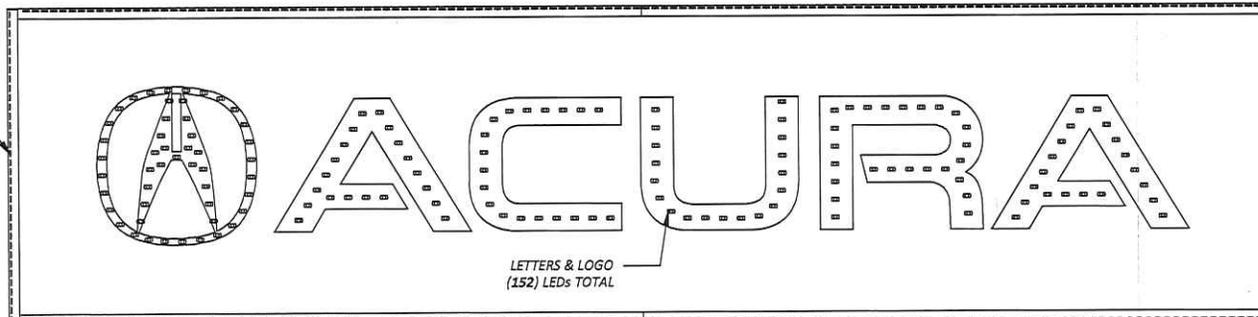


Side View



low voltage leads running to letters / logos / shroud sections  
TYP PWR THRU BACK ON CENTER  
Front View

SHROUD VERTICAL SECTION (34) LEDs Per Section

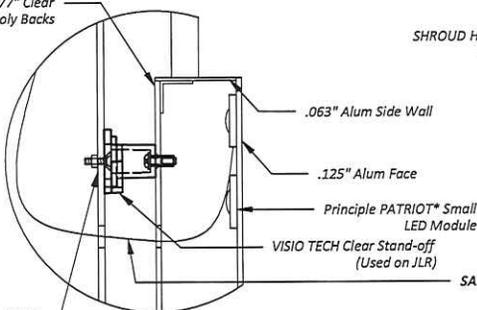


LETTERS & LOGO (152) LEDs TOTAL

## LED Layout

.177" Clear Poly Backs

SHROUD HORIZONTAL SECTION (67) LEDs Per Section



SAME WIRING METHOD FROM LRG. PYLON

DETAIL: C

## LED WIRING INFO.

(1x) 24V - 96W Power Supply can run 240 Modules or 1 continuous String of 60 Mod. or Less

Total Modules:  
(2x) 34 Mods (Vertical Shrouds) = 68  
(4x) 67 Mods (Horiz. Shrouds) = 268  
152 Mods (Logos & Ltrs) + 152  
TOTAL: 488

If You Can Eliminate 8 Modules in the Process we can Knock it Down to 2 PS



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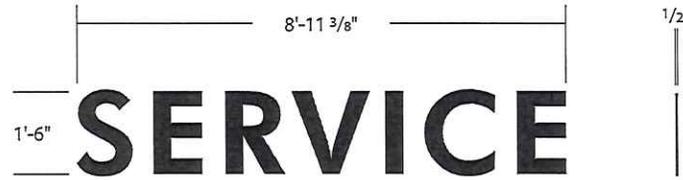
This sign is intended to be installed in accordance with the requirements of National Electrical Code (NEC) and other applicable codes. The manufacturer assumes no liability for any damage or injury resulting from the use of this sign. The manufacturer is not responsible for any damage or injury resulting from the use of this sign. The manufacturer is not responsible for any damage or injury resulting from the use of this sign.

CUSTOMER:	Acura	CASE:	37149
LOCATION:	PROTOTYPE	DATE:	8/31/2021
DRAWN BY:	J.Buckley	CHECKED BY:	A. Designer
PROJECT ID:	RH2-37149	JOB:	348082-2-1
		PAGE:	4 of 6

# SL-18NI

GEN 4 Service Letters 18" (Non-Illuminated)

13.42 sq.ft.



Futura Heavy BT (Letter tracking set at 55)

Material: 1/2" thick aluminum  
 Color: black (satin finish)  
 Pin mounted flat to wall



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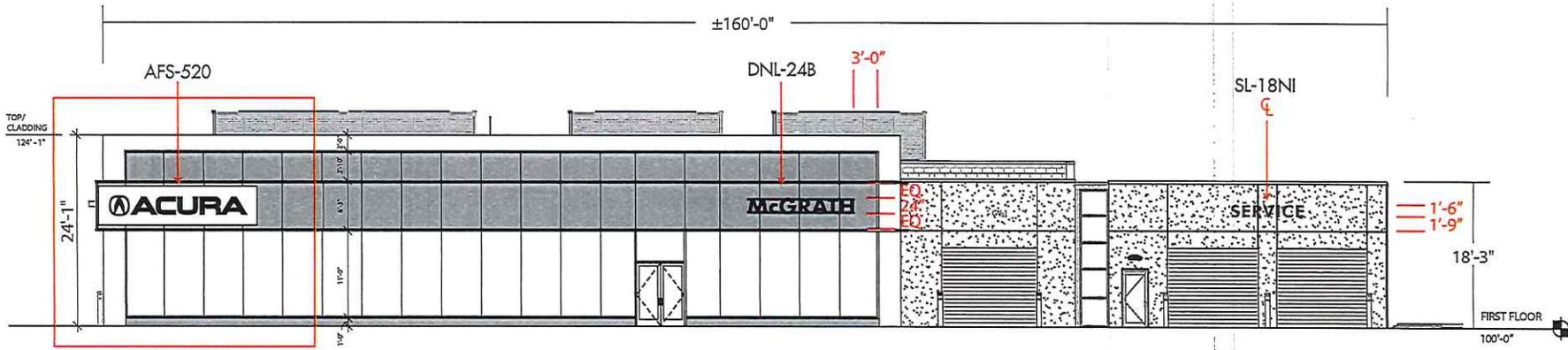
This sign to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.



Fluorescent, Neon and HID lamps contain Mercury (HG). Dispose of the lamps according to Local, Provincial, State or Federal Laws.

<b>Project ID</b>	
CO2-32291	
Date:	06-24-2021
Scale:	3/8"=1'-0"
Sales:	C. O'Connor
Designer:	R. Ferrara
<b>Rev. #:</b>	<b>R1</b>
<b>Date:</b>	<b>06-30-2021</b>
Revision Note: Added total square footage	
<input checked="" type="checkbox"/> <b>Conceptual</b>	
Information Required:	
<input type="checkbox"/> <b>Master</b>	
<input checked="" type="checkbox"/> <b>Electrical</b>	
<input type="checkbox"/> 120V	<input type="checkbox"/> 347V
<input type="checkbox"/> Other _____	
<b>Customer Approval</b>	
Signature _____	
MM/DD/YYYY _____	
It is the Customer's responsibility to ensure that the structure of the building is designed and constructed to accept the installation of the signs being ordered. Please ask PSG to provide further details if required.	
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251607 McGrath Acura 1620 S. Milwaukee Ave. Libertyville, IL	
<b>Sign Item</b>	
SL-18NI	

# West Elevation



Window area modified to accommodate 5'x20' sign

<b>Project ID</b>	
CO2-32291	
Date:	06-24-2021
Scale:	1/16"=1'-0"
Sales:	C. O'Connor
Designer:	R. Ferrara

Rev. #:	RG
Date:	10-05-2021

Revision Note:  
Acura letters removed from Dealer Name

**Conceptual**

Information Required:

**Master**

**Electrical**

- 120V  347V
- Other \_\_\_\_\_

**Customer Approval**

Signature \_\_\_\_\_  
MM/DD/YYYY

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**251607**  
**McGrath Acura**  
1620 S. Milwaukee Ave.  
Libertyville, IL

---

**Sign Item**  
West Elevation



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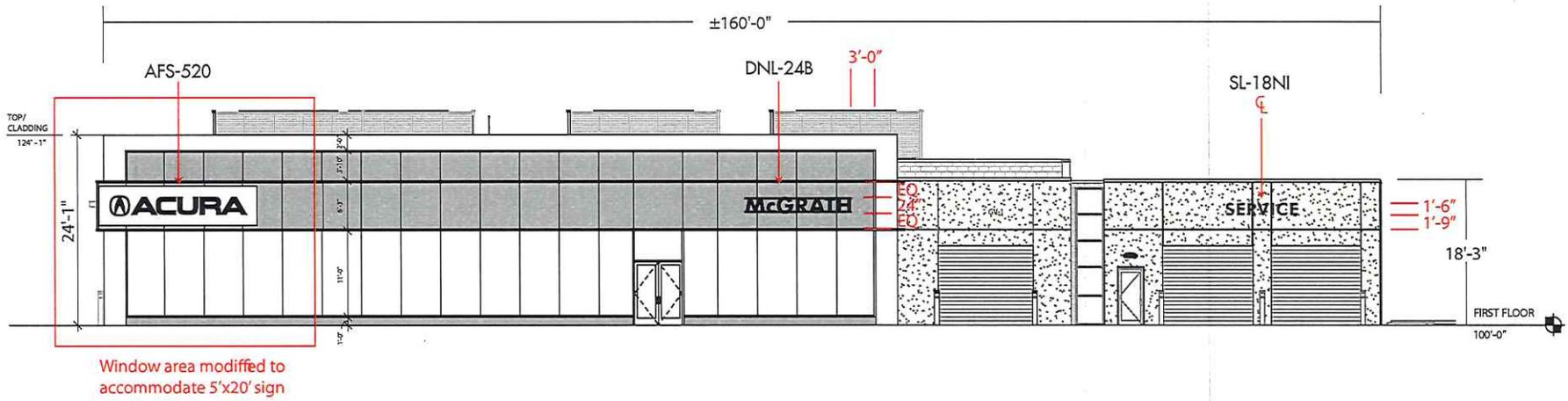


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Fluorescent, Neon and HID lamps contain Mercury (Hg). Dispose of the lamps according to Local, Provincial, State or Federal Laws.

# West Elevation



<b>Project ID</b>	
CO2-32291	
Date:	06-24-2021
Scale:	1/16"=1'-0"
Sales:	C. O'Connor
Designer:	R. Ferrara
Rev. #:	R6
Date:	10-05-2021
<b>Revision Note:</b>	
Acura letters removed from Dealer Name	
<input checked="" type="checkbox"/> <b>Conceptual</b>	
Information Required:	
<input type="checkbox"/> Master	
<input checked="" type="checkbox"/> <b>Electrical</b>	
<input type="checkbox"/> 120V	<input type="checkbox"/> 347V
<input type="checkbox"/> Other _____	

**Customer Approval**

Signature \_\_\_\_\_

MM/DD/YYYY \_\_\_\_\_

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**251607**  
**McGrath Acura**  
 1620 S. Milwaukee Ave.  
 Libertyville, IL.

**Sign Item**  
 West Elevation



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Fluorescent, Neon and HID lamps contain Mercury (HG). Dispose of the lamps according to Local, Provincial, State or Federal Laws.

# Site Plan

## NEW WORK



AFS-520

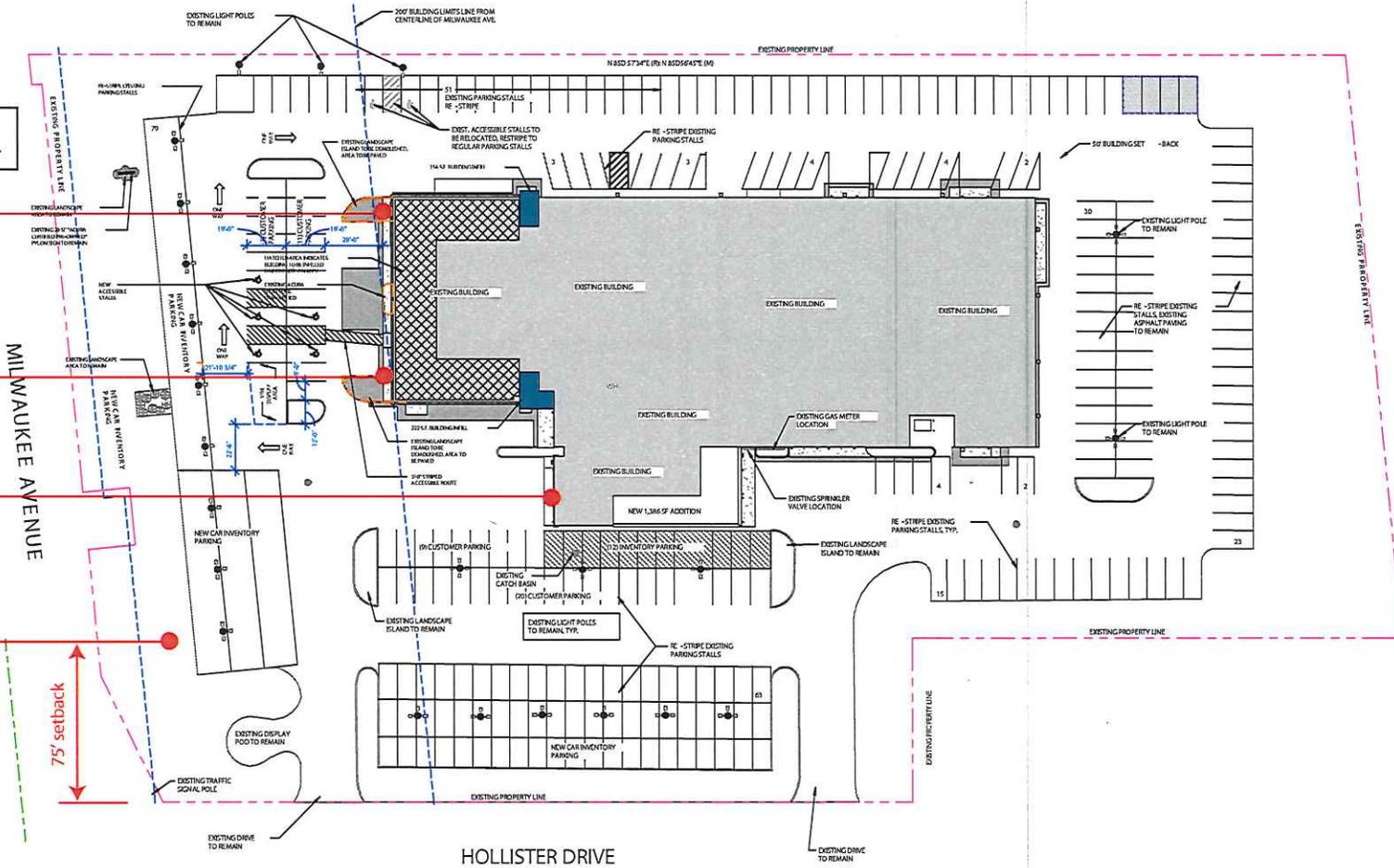


DNL-24B

SERVICE  
SL-18NI



ABS-820



\* ALL EXISTING SIGNS WILL BE REMOVED



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(Toll Free) 1.866.635.1110 (Fax) 1.899.694.1106  
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This sign to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.



Fluorescent, Neon and HID lamps contain Mercury (Hg). Dispose of the lamps according to Local, Provincial, State or Federal Laws.

Project ID

CO2-32291

Date: 06-24-2021  
Scale: N.T.S.  
Sales: C. O'Connor  
Designer: R. Ferrara

Rev. #: R6  
Date: 10-05-2021

Revision Note:  
Acura letters removed from Dealer Name

Conceptual

Information Required:

Master

Electrical

120V  347V  
 Other

Customer Approval

Signature  
MM/DD/YYYY

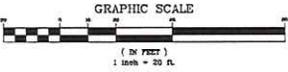
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251607  
McGrath Acura  
1620 S. Milwaukee Ave.  
Libertyville, IL

Sign Item

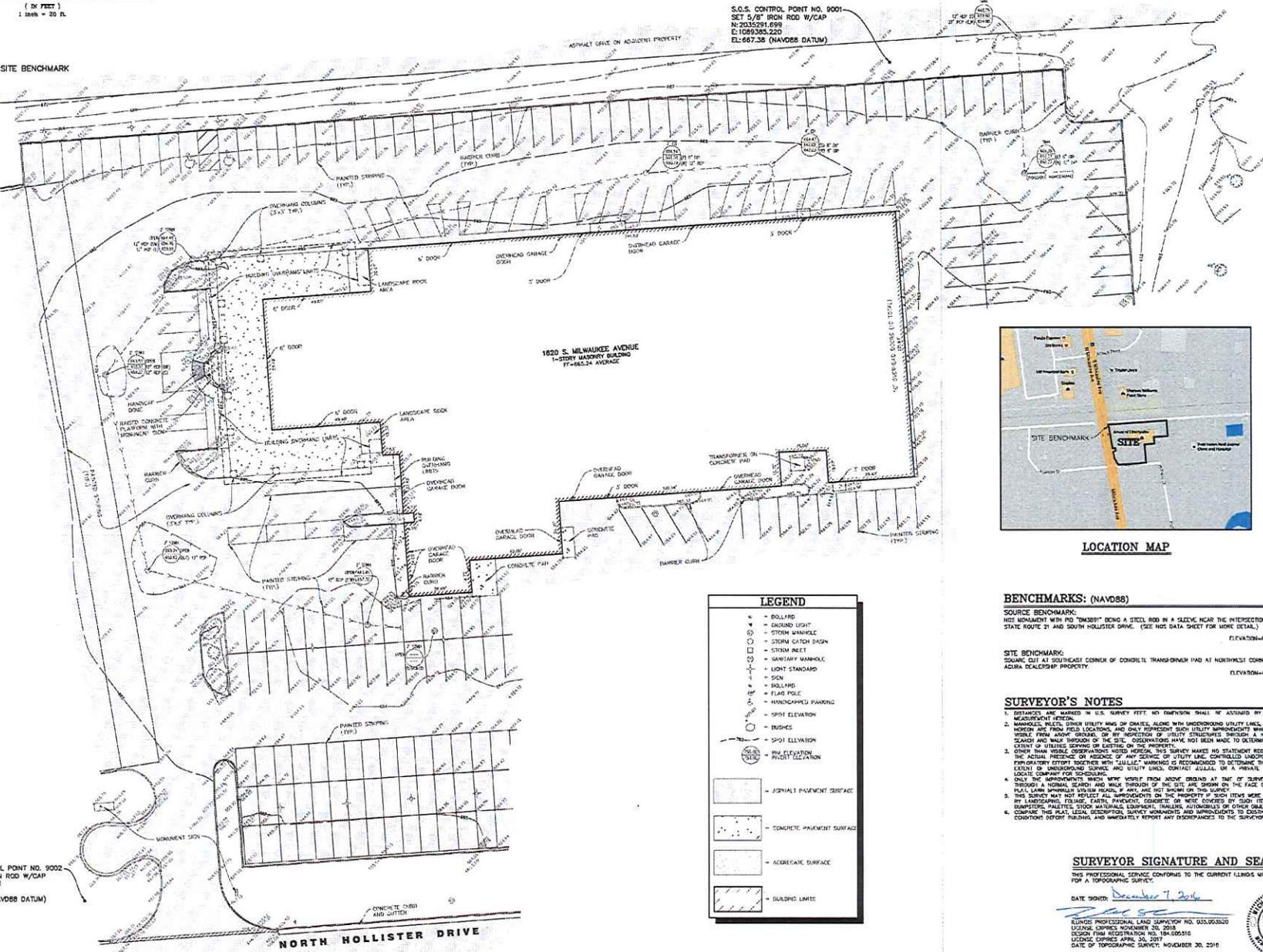
Site Plan



# TOPOGRAPHIC SURVEY

S.O.S. CONTROL POINT NO. 9001  
 SET 3/8" IRON ROD W/CAP  
 N: 2033591.699  
 E: 1089385.220  
 EL: 667.38 (NAVD88 DATUM)

SITE BENCHMARK



1620 S. MILWAUKEE AVENUE  
 1-2 STORY MASONRY BUILDING  
 17'-665.24' AVERAGE



LOCATION MAP

LEGEND	
(Symbol)	BOLLARD
(Symbol)	GROUND LIGHT
(Symbol)	STORM MANHOLE
(Symbol)	STORM CATCH BASIN
(Symbol)	STORM INLET
(Symbol)	SANITARY MANHOLE
(Symbol)	LIGHT STANDARD
(Symbol)	SEIK
(Symbol)	BOLLARD
(Symbol)	FLAT POLE
(Symbol)	MONUMENTED PARKING
(Symbol)	SPOT ELEVATION
(Symbol)	BUSINES
(Symbol)	SPOT ELEVATION
(Symbol)	FIN ELEVATION
(Symbol)	FIN ELEVATION
(Symbol)	ASPHALT PAVEMENT SURFACE
(Symbol)	CONCRETE PAVEMENT SURFACE
(Symbol)	AGGREGATE SURFACE
(Symbol)	BUILDING LIMITS

**BENCHMARKS: (NAVD88)**

**SOURCE BENCHMARK:**  
 IRON MONUMENT WITH "DMS88" BEING A STEEL ROD IN A SLUICE NEAR THE INTERSECTION OF STATE ROUTE 2 AND SOUTH HOLLISTER DRIVE. (SEE HDS DATA SHEET FOR MORE DETAILS).  
 ELEVATION=470.23

**SITE BENCHMARK:**  
 SQUARE CUT AT SOUTHEAST CORNER OF CONDUIT TRANSFORMER PAD AT NORTHEAST CORNER OF ACURA DEALERSHIP PROPERTY.  
 ELEVATION=471.22

**SURVEYOR'S NOTES**

1. DISTANCES ARE MARKED IN U.S. SURVEY FEET, NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREIN.
2. MANHOLES, BOLLARDS, OTHER UTILITY MARKS OR CHAINS, ALONG WITH UNDERGROUND UTILITY LINES, SHOWN ARE BASED ON FIELD LOCATIONS AND ONLY REPRESENT THOSE UTILITY IMPROVEMENTS WHICH ARE VISIBLE FROM ABOVE GROUND, OR BY INSPECTION OF UTILITY STRUCTURES THROUGH A NORMAL SEARCH AND WALK THROUGH OF THE SITE. OBSERVATIONS HAVE NOT BEEN MADE TO DETERMINE THE EXACT LOCATION OR DEPTH OF ANY UTILITY ON THE PROPERTY.
3. OTHER THAN VISIBLE OBSERVABLE NOTES HEREON, THIS SURVEY MAKES NO STATEMENT REGARDING THE ACTUAL PRESENCE OR ABSENCE OF ANY SERVICE OR UTILITY LINE, CONTROLLED UNDERGROUND PROPRIETARY SYSTEM, ROADSIDE WITH CHALLENGE, MARKING IS RECOMMENDED TO DETERMINE THE FULL EXTENT OF UNDERGROUND SERVICE AND UTILITY LINES, CONTACT LOCAL OR A PRIVATE UTILITY LOCATE COMPANY FOR SCHEDULING.
4. ONLY THE IMPROVEMENTS WHICH WERE VISIBLE FROM ABOVE GROUND AT TIME OF SURVEY AND THROUGH A NORMAL SEARCH AND WALK THROUGH OF THE SITE ARE SHOWN ON THE FACE OF THE PLAN. LAND SURVEYING, EXISTING, PROPOSED, COMPLETE, OR WORK ORDERED BY OTHER THAN US.
5. THIS SURVEY MAY NOT REFLECT ALL IMPROVEMENTS ON THE PROPERTY IF SUCH ITEMS WERE HIDDEN BY LANDSCAPE, TREES, EXISTING, PROPOSED, COMPLETE, OR WORK ORDERED BY OTHER THAN US.
6. COMPLETE, PALETTE, STOCK MATERIALS, EQUIPMENT, TRAILERS, AUTOMOBILES OR OTHER OBJECTS, OR COMPARE THE PLAN, LEGAL, DESCRIPTION, SURVEY MONUMENTS AND IMPROVEMENTS TO EXISTING SITE CONDITIONS, DEFECT BUILDING, AND IMMEDIATELY REPORT ANY DISCREPANCIES TO THE SURVEYOR.

**SURVEYOR SIGNATURE AND SEAL**

DATE: December 7, 2014



ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 030.003030  
 LICENSE EXPIRES NOVEMBER 20, 2018  
 DESIGN PLAN REGISTRATION NO. 181-005510  
 LICENSE EXPIRES APRIL 30, 2017  
 DATE OF TOPOGRAPHIC SURVEY: NOVEMBER 20, 2014

S.O.S. CONTROL POINT NO. 9002  
 SET 3/8" IRON ROD W/CAP  
 N: 2034908.751  
 E: 1089015.742  
 EL: 668.58 (NAVD88 DATUM)

DATE	BY	REVISION

"WE GET CORNERS OTHER PEOPLE CUT"  
 LAND SURVEYING, 3D MAPPING AND CONSTRUCTION STAKING  
**SIGHT ON SOLUTIONS, INC.**  
 721 RIDGEVIEW DRIVE, MCHENNY, ILLINOIS 60060  
 PHONE: 815-356-7630 FAX: 815-378-2617 www.sightonsolutions.com Surveyor's email: mhugh@sightonsolutions.com

TOPOGRAPHIC SURVEY  
 ACURA DEALERSHIP - 1620 S. MILWAUKEE AVENUE  
 LIBERTYVILLE, ILLINOIS  
 SHEET 1 OF 1  
 16035



## VILLAGE BOARD AGENDA SUPPLEMENT

<b>Meeting Date:</b>	January 11, 2022
<b>Agenda Item:</b>	Consideration of an Ordinance Declaring Surplus Property
<b>Staff Recommendation:</b>	Approve Ordinance
<b>Staff Contact:</b>	Rich Carani, Fire Chief Ed Roncone, Police Chief

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**Background:** The attached Ordinance, which includes Exhibit A, lists a variety of items for declaration as surplus.

- Chair: This item has been replaced and Staff recommends this item be disposed because it's past it's useful life.
- Two - 28.5" Saws: These items have been replaced and Staff recommends these items be sold on GovDeals, an online government auction site.
- Digital Audio-Video Control Center: This item has been replaced and Staff recommends this item be sold on GovDeals, an online government auction site.
- Television: This item has been replaced and Staff recommends this item go to electronic recycling.
- Six Police Radar Units: These items have been replaced and Staff recommends these items go to electronic recycling.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED this XX day of January, 2022.

AYES:

NAYS:

ABSENT:

APPROVED this XX day of January, 2022.

ATTEST:

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

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

Exhibit A

ITEM	QTY	DISPOSITION	DEPARTMENT
Fire Department Chair	1	Dispose	Fire
28.5-in Saws	2	Auction	Fire
Sony STR-DE485 Digital Audio-Video Control Center	1	Auction	Fire
Samsung LN52C530F1F Television (Broken)	1	Electronic Recycling	Fire
Radar Units <ul style="list-style-type: none"> <li>• Genesis II Select Ka-Band G2SKA-37375</li> <li>• Genesis II Select Ka-Band G2SKA-37388</li> <li>• Genesis II Select Ka-Band G2SKA-32757</li> <li>• Genesis II Select Ka-Band G2SKA-37356</li> <li>• Genesis II Select Ka-Band G2S-35121</li> <li>• Genesis II Select Ka-Band G2S-35139</li> </ul>	6	Electronic Recycling	Police



## VILLAGE BOARD AGENDA SUPPLEMENT

<b>Meeting Date:</b>	January 11, 2022
<b>Agenda Item:</b>	Consideration of a Resolution Approving a Contract for Recreational Services with LifeSport Athletic Club of Libertyville for Tennis and Fencing Class
<b>Staff Recommendation:</b>	Approve Resolution
<b>Staff Contact:</b>	Julie O'Toole, Recreation Manager

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**Background:** The Village partners with external recreation based businesses to provide additional quality recreation programming outside of in-house offerings. Staff recently updated the Contract for Services Agreement for external vendors. LifeSport Athletic Club of Libertyville is a private tennis and fitness member-based club that offers discounted tennis and fencing instruction to residents at the LifeSport Tennis Facility. Lessons are offered to the community through the seasonal recreation guide. The Village has an 80/20% financial arrangement with LifeSport Athletic Club with the Village receiving 20% of the registration funds. The Village manages registration for the program therefore the 80% vendor portion that is collected for registration fees is paid to the business by the Village. It is estimated that the program expenditure will be over \$25,000 for FY 22/23, therefore, approval of the attached Contract for Services Agreement is necessary per the Village's purchasing policy.

The agreement details the 80/20 financial split, annual option to renew and required certificate of insurance naming the Village of Libertyville as an additional insured.

The Village Attorney has reviewed and approved the agreement for consideration. In addition, the Parks and Recreation Committee recommended approval of the agreement at their December 7, 2021, meeting.

Staff recommends adoption of the attached resolution approving the Contract for Services with LifeSport Athletic Club of Libertyville for contractual tennis and fencing classes and to authorize execution by the Village Administrator.

RESOLUTION NO. 22-R-

A RESOLUTION APPROVING A CONTRACT FOR SERVICES WITH LIFESPORT ATHLETIC CLUB OF LIBERTYVILLE FOR TENNIS AND FENCING CLASSES

**WHEREAS**, LifeSport Athletic Club desires to contract with the Village of Libertyville to provide recreational services; and

**WHEREAS**, the Village and LifeSport Athletic Club desire to enter into a contract for recreational services for tennis and fencing classes that will serve the best interests of the Village and its residents; and

**WHEREAS**, the Village has an 80/20% financial arrangement with LifeSports Athletic Club with the Village receiving 20% of the registration funds and the Village managing registration for the program; and

**WHEREAS**, it is estimated that the total program expenditure will be over \$25,000 for FY 22/23, therefore approval of the Contract for Services Agreement by the Board is necessary.

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

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

SECTION 2: Approval of Agreement. The Board of Trustees hereby approves the Agreement in substantially the form attached to this Resolution as **Exhibit A**, and in a final form and substance acceptable to the Village Administrator and the Village Attorney.

SECTION 3: Execution of Agreement. The Village Administrator is hereby authorized and directed to execute and attest, on behalf of the Village, the final Agreement and all necessary documentation related thereto.

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

PASSED this \_\_\_ day of January, 2022.

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_\_ day of January, 2022.

---

Donna Johnson, Village President

ATTEST:

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Luke Stowe, Village Clerk

EXHIBIT A

AGREEMENT

VILLAGE OF LIBERTYVILLE  
DEPARTMENT OF RECREATION

CONTRACT FOR SERVICES

Contractor: LifeSport Athletic Club -Libertyville  
Address: 1030 S. Fourth Ave. Libertyville IL 60048  
Phone: 847-362-5553, Email: matt@lifesport.com

This Contract for Services ("Contract") is made as of this 15th day of December 2021 by and between the Village of Libertyville ("Village") and Contractor. The Village and Contractor are hereinafter sometimes jointly referred to as the "Parties."

IN CONSIDERATION of the mutual promises of the Parties hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Contractor will provide the following services in accordance with the terms and conditions of this Contract:

Program Category: Youth and Adult Programing    Program Name: Tennis and Fencing Classes

2. In consideration of Contractor's provision of the Services, the Village will pay Contractor 80% of program fees received in accordance with the payment schedule as determined by agreement between the Village and Contractor. Contractor will not receive a percentage of the non-resident fee surcharge for session or drop in registrations. Contractor will receive no other commissions, percentages, or any other compensation for the provision of the Services. Contractor must submit an invoice to the Village on the 1st day of each month indicating the amount due for the preceding period (in accordance with the payment schedule). The Village will pay such invoice within 45 days after receipt thereof. Continuing payments shall be subject to the Village's termination rights outlined in paragraph 14 below.

Each payment by the Village to Contractor includes all applicable federal, state, and Village taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties, and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Contractor.

3. The term of this Contract shall be January 1, 2022, through December 31, 2022, unless sooner terminated by the Village pursuant to paragraph 14 below.

4. Contractor represents and warrants that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized contractors in performing services of a similar nature. Contractor further represents and warrants that Contractor is financially solvent, has the necessary financial resources, will provide the necessary personnel to complete the Services, and that Contractor, and any person acting on Contractor's behalf, has the skills, experience and knowledge necessary to perform the Services in a safe, proper, efficient, thorough and satisfactory manner consistent with the standards of professional practice used by recognized contractors providing services of a similar nature. The representations and warranties expressed shall be in addition to any other representations, warranties, and certifications expressed in this Contract, or expressed or implied by law, which are hereby reserved unto the Village.

5. Contractor shall complete, maintain and submit to the Village any and all records relating to the Services at such time and on such forms as the Village may request.

6. The Village may require Contractor to provide an activity plan explaining the means, manner and methods by which Contractor will provide the Services. Such plan, if required, will be attached to this Contract and incorporated herein. Contractor shall be responsible for hiring personnel to provide the Services and Contractor is solely responsible for the direction of any such personnel. Contractor shall perform the Services at the location(s), either on or off the Village's premises, as approved by the Village ("Service Site"). Contractor shall maintain or cause to be maintained all property, facilities, tools and equipment owned by Contractor and used by Contractor in performing the Services, in good repair and in a clean, sanitary and safe condition free from defects of every kind. If Contractor provides the Services with equipment owned or controlled by the Village, Contractor shall use, and cause his participants to use through proper supervision and control, all equipment with due care and in the manner in which the equipment was meant to be used, and shall report all defects in or damage to any such equipment and the cause thereof, if known, immediately to the Village Community Center Program Supervisor. Contractor shall periodically inspect all equipment to ensure its proper condition and repair. In addition, the Village shall have the right, but not the obligation, to inspect such equipment as it deems necessary, but such right of inspection is not intended to and shall not create any duty or obligation to inspect or any other obligation or liability on the part of the Village. If the Services are to be provided off of the Village premises, Contractor represents, warrants and agrees that the Service Site is not now, nor will be during the term of this Contract, in violation of any health, building, fire or zoning code or regulation.

7. Contractor represents, agrees and warrants that it has procured all licenses, permits or like permission required by law to conduct or engage in the Services; that it will procure all additional licenses, permits or like permission hereafter required by law during the term of this Contract: and, that it will keep same in full force and effect during the term of this Contract.

8. All dissemination of information to the public concerning the Services is the sole responsibility and right of the Village. Contractor may not independently advertise the Services unless it has received the prior written authorization of the Community Center Program Supervisor. Contractor may not represent any activity in which he is engaged, including without limitation the Services, as having been approved by the Village nor may Contractor use the

Village's name in a testimonial manner without the prior written authorization of the Community Center Program Supervisor.

9. Contractor understands, acknowledges and agrees that the relationship of Contractor to the Village arising out of this Contract shall be that of independent contractor. Nothing in, nor done pursuant to, this Agreement shall be construed to: (a) create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Contractor; or (2) to create any relationship between the Village and any subcontractor of Contractor. Specifically, and without limitation of the foregoing, it is understood that Contractor (including and any employee/agent hired by Contractor) is not an employee of the Village and is therefore not entitled to any benefits provided employees of the Village. It is further understood by Contractor that Contractor (including any employee/agent hired by Contractor) will not be covered under provisions of the workers' compensation insurance of the Village and that any injury or property damage on the job will be Contractor's sole responsibility and not the Village's. Also, it is understood that Contractor (including any employee/agent hired by Contractor) is not protected as an employee or as a person acting as an employee under the provisions of the general liability insurance of the Village and therefore, will be solely responsible for its own actions. The Village will in no way defend Contractor (or any of Contractor's employees/agents) in matters of liability. Contractor will not be covered under social security, federal or state income tax withholding, or any other payroll withholding program. The Village will report payments to Contractor pursuant to this Contract as required by applicable federal and state law.

10. Contractor shall obtain insurance of the types and in the amounts listed below for the duration of this Contract. The cost of such insurance shall be borne by Contractor.

Contractor shall maintain commercial general liability ("CGL") and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Village shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Village.

#### B. Business Auto and Umbrella Liability Insurance

If applicable, Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such

insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

#### C. Workers Compensation Insurance

If applicable, Contractor shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If the Village has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against the Village and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

#### D. General Insurance Provisions

##### (a) Evidence of Insurance

(i) Prior to beginning work, Contractor shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

(ii) All certificates shall provide for 30 days' written notice to the Village prior to the cancellation or material change of any insurance referred to therein. Written notice to the Village shall be by certified mail, return receipt requested.

(iii) Failure of the Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

(iv) The Village shall have the right, but not the obligation, to prohibit Contractor from beginning work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Village.

(vi) Failure to maintain the required insurance may result in termination of this Contract at the Village's sole discretion.

(vii) Contractor shall provide certified copies of all insurance policies required above within 10 days of the Village's written request for said copies.

(b) Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer it deems unacceptable.

(c) Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

(d) Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

(e) Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

11. The Contractor may not employ any person for the provision of the Services prior to submission by the Contractor to the Village of written proof that it conducted a background check of the person and a cross check of the Federal Sex Offender Registry, and that the background check and cross-check did not identify any information rendering the person unfit to provide the Services. The background checks must be paid for by the Contractor and will not be reimbursable by the Village.

12. The Village assumes no liability for actions of Contractor. Contractor shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in this Contract.

13. No elected or appointed official or employee of the Village shall be personally liable, in law or in contract, to Contractor as the result of the execution of this Contract.

14. In the event that any claim is threatened or made, or any action, suit or proceeding is brought against Contractor relating directly or indirectly to the Services, it shall cause written notice thereof to be given to the Village immediately upon (and in no event more than five days after) receipt or knowledge of same.

15. Notwithstanding any other provision hereof, the Village may terminate this Contract at any time upon 15 days prior written notice to Contractor. In the event that this Agreement is so terminated, Contractor shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed.

16. Any notices which are required to be given or which may be given under this Contract shall be sent certified mail return receipt requested to the Parties at their respective addresses set forth under their respective signatures below (or such other address as either of the Parties may hereinafter designate to the other Party in writing) or by hand delivery evidenced by receipt.

17. Contractor shall comply and cause all persons providing any of the Services on his behalf to comply, with all applicable federal and state laws, and governmental rules and regulations now or hereafter in effect pertaining to equal employment opportunity and discrimination in the provision of the Services, including without limitation, the provisions of the Civil Rights Act of 1964, the Illinois Human Rights Act, Equal Employment Opportunity Clause and the Americans with Disabilities Act.

18. Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Contractor shall also comply with all conditions of any federal, state, or local grant received by the Village or Contractor with respect to this Contract or the Services. Contractor 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 Contractor's, or its subcontractors, performance of, or failure to perform, the Services or any part thereof. Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

19. Contractor represents and warrants that, to the best of its knowledge, (1) no elected or appointed Village official, employee or agent has a personal financial interest in the business of Contractor or in this Contract, or has personally received payment or other consideration for this Contract; (2) as of the date of this Contract, neither Contractor nor any person employed or associated with Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Contract; and (3) neither Contractor nor any person employed by or associated with Contractor shall at any time during the term of this Contract

obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Contract.

20. Contractor represents and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois the Village of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to the Village for all loss or damage that the Village may suffer, and this Contract shall, in the Village's sole discretion, be null and void.

21. If it should appear at any time that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Contract, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Contract ("Event of Default"), and fails to cure any such Event of Default within ten business days after Contractor's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to (1) terminate this Contract without liability for further payment; or (2) withhold from any payment or recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by Contractor or as a result of actions taken by the Village in response to any Event of Default by Contractor.

22. This Contract may not be assigned by the Village or by Contractor without the prior written consent of the other party.

23. Neither the Village nor Contractor shall be under any obligation to exercise any of the rights granted to them in this Contract except as it shall determine to be in its best interest from time to time. The failure of the Village or Contractor to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or Contractor's right to enforce such rights or any other rights.

24. This Contract constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings either oral or written of the Parties in connection therewith. No modification of this Contract shall be effective unless made in writing, signed by both Parties and dated after the date hereof. This Contract is non-assignable by Contractor.

25. Where the context admits in this Contract, words in the masculine gender shall include the feminine gender, words in the singular number shall include the plural number, and the word Contractor or any pronoun representing it shall include all directors, officers, employees, agents or any other person acting on or purporting to act on behalf of Contractor.

VILLAGE OF LIBERTYVILLE

Kelly Amidei

Matt Gordon

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

As Its: Village Administrator

Address:  
118 W. Cook Ave  
Libertyville, Illinois 60048  
(847) 362-2430

Address:  
1030 S. Fourth Ave.  
Libertyville IL 60048  
(847) 362-5553



## VILLAGE BOARD AGENDA SUPPLEMENT

<b>Meeting Date:</b>	January 11, 2022
<b>Agenda Item:</b>	Consideration of a Resolution Approving a Contract for Recreational Services with Shotokan Karate Club of Vernon Hills for Karate Class
<b>Staff Recommendation:</b>	Approve Resolution
<b>Staff Contact:</b>	Julie O'Toole, Recreation Manager

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**Background:** The Village partners with external recreation based businesses to provide additional quality recreation programming outside of in-house offerings. Staff recently updated the Contract for Services Agreement for external vendors. Shotokan Karate Club is one of largest and well established Karate Clubs in Northern Illinois that offers youth to adult group karate lessons at the Sullivan Community Center in Vernon Hills. The karate classes are offered through the seasonal recreation guide. The Village has an 80/20% financial arrangement with Shotokan Karate Club with the Village receiving 20% of the registration funds. The Village manages registration for the program therefore the 80% vendor portion that is collected for registration fees is paid to the business by the Village. It is estimated that the program expenditure will be over \$25,000 for FY 22/23, therefore, approval of the attached Contract for Services Agreement is necessary per the Village's purchasing policy.

The agreement details the 80/20 financial split, annual option to renew and required certificate of insurance naming the Village of Libertyville as an additional insured.

The Village Attorney has reviewed and approved the agreement for consideration. In addition, the Parks and Recreation Committee recommended approval of the agreement at their December 7, 2021, meeting.

Staff recommends adoption of the attached resolution approving the Contract for Services with Shotokan Karate Club of Vernon Hills for karate classes and to authorize execution by the Village Administrator.

RESOLUTION NO. 22-R-

A RESOLUTION APPROVING A CONTRACT FOR SERVICES WITH SHOTOKAN  
KARATE CLUB OF VERNON HILLS FOR KARATE CLASSES

**WHEREAS**, Shotokan Karate Club desires to contract with the Village of Libertyville to provide recreational services; and

**WHEREAS**, the Village and Shotokan Karate Club desire to enter into a contract for recreational services for karate classes that will serve the best interests of the Village and its residents; and

**WHEREAS**, the Village has an 80/20% financial arrangement with Shotokan Karate Club with the Village receiving 20% of the registration funds and the Village managing registration for the program; and

**WHEREAS**, it is estimated that the total program expenditure will be over \$25,000 for FY 22/23, therefore approval of the Contract for Services Agreement by the Board is necessary.

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

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

SECTION 2: Approval of Agreement. The Board of Trustees hereby approves the Agreement in substantially the form attached to this Resolution as **Exhibit A**, and in a final form and substance acceptable to the Village Administrator and the Village Attorney.

SECTION 3: Execution of Agreement. The Village Administrator is hereby authorized and directed to execute and attest, on behalf of the Village, the final Agreement and all necessary documentation related thereto.

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

PASSED this \_\_ day of January, 2022.

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_\_ day of January, 2022.

---

Donna Johnson, Village President

ATTEST:

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Luke Stowe, Village Clerk

EXHIBIT A

AGREEMENT

VILLAGE OF LIBERTYVILLE  
DEPARTMENT OF RECREATION

CONTRACT FOR SERVICES

Contractor: Illinois Shotokan Karate  
Address: PO BOX 887 Palatine IL 60078-0087  
Phone: 847-826-0202  
Email: mrd@iskc.com

This Contract for Services ("Contract") is made as of this 15th day of December, 2021 by and between the Village of Libertyville ("Village") and Contractor. The Village and Contractor are hereinafter sometimes jointly referred to as the "Parties."

IN CONSIDERATION of the mutual promises of the Parties hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Contractor will provide the following services in accordance with the terms and conditions of this Contract:

Program Category: Youth and Adult Programming                      Program Name: Karate Classes

2. In consideration of Contractor's provision of the Services, the Village will pay Contractor 80% of program fees received in accordance with the payment schedule as determined by agreement between the Village and Contractor. Contractor will not receive a percentage of the non-resident fee surcharge for session or drop in registrations. Contractor will receive no other commissions, percentages, or any other compensation for the provision of the Services. Contractor must submit an invoice to the Village on the 1st day of each month indicating the amount due for the preceding period (in accordance with the payment schedule). The Village will pay such invoice within 45 days after receipt thereof. Continuing payments shall be subject to the Village's termination rights outlined in paragraph 14 below.

Each payment by the Village to Contractor includes all applicable federal, state, and Village taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties, and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Contractor.

3. The term of this Contract shall be January 1, 2022, through December 31, 2022, unless sooner terminated by the Village pursuant to paragraph 14 below.

4. Contractor represents and warrants that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized contractors in performing services of a similar nature. Contractor further represents and warrants that Contractor is financially solvent, has the necessary financial resources, will provide the necessary personnel to complete the Services, and that Contractor, and any person acting on Contractor's behalf, has the skills, experience and knowledge necessary to perform the Services in a safe, proper, efficient, thorough and satisfactory manner consistent with the standards of professional practice used by recognized contractors providing services of a similar nature. The representations and warranties expressed shall be in addition to any other representations, warranties, and certifications expressed in this Contract, or expressed or implied by law, which are hereby reserved unto the Village.

5. Contractor shall complete, maintain and submit to the Village any and all records relating to the Services at such time and on such forms as the Village may request.

6. The Village may require Contractor to provide an activity plan explaining the means, manner and methods by which Contractor will provide the Services. Such plan, if required, will be attached to this Contract and incorporated herein. Contractor shall be responsible for hiring personnel to provide the Services and Contractor is solely responsible for the direction of any such personnel. Contractor shall perform the Services at the location(s), either on or off the Village's premises, as approved by the Village ("Service Site"). Contractor shall maintain or cause to be maintained all property, facilities, tools and equipment owned by Contractor and used by Contractor in performing the Services, in good repair and in a clean, sanitary and safe condition free from defects of every kind. If Contractor provides the Services with equipment owned or controlled by the Village, Contractor shall use, and cause his participants to use through proper supervision and control, all equipment with due care and in the manner in which the equipment was meant to be used, and shall report all defects in or damage to any such equipment and the cause thereof, if known, immediately to the Village Community Center Program Supervisor. Contractor shall periodically inspect all equipment to ensure its proper condition and repair. In addition, the Village shall have the right, but not the obligation, to inspect such equipment as it deems necessary, but such right of inspection is not intended to and shall not create any duty or obligation to inspect or any other obligation or liability on the part of the Village. If the Services are to be provided off of the Village premises, Contractor represents, warrants and agrees that the Service Site is not now, nor will be during the term of this Contract, in violation of any health, building, fire or zoning code or regulation.

7. Contractor represents, agrees and warrants that it has procured all licenses, permits or like permission required by law to conduct or engage in the Services; that it will procure all additional licenses, permits or like permission hereafter required by law during the term of this Contract: and, that it will keep same in full force and effect during the term of this Contract.

8. All dissemination of information to the public concerning the Services is the sole responsibility and right of the Village. Contractor may not independently advertise the Services unless it has received the prior written authorization of the Community Center Program Supervisor. Contractor may not represent any activity in which he is engaged, including without limitation the Services, as having been approved by the Village nor may Contractor use the Village's name in a testimonial manner without the prior written authorization of the Community Center Program Supervisor.

9. Contractor understands, acknowledges, and agrees that the relationship of Contractor to the Village arising out of this Contract shall be that of independent contractor. Nothing in, nor done pursuant to, this Agreement shall be construed to: (a) create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Contractor; or (2) to create any relationship between the Village and any subcontractor of Contractor. Specifically, and without limitation of the foregoing, it is understood that Contractor (including and any employee/agent hired by Contractor) is not an employee of the Village and is therefore not entitled to any benefits provided employees of the Village. It is further understood by Contractor that Contractor (including any employee/agent hired by Contractor) will not be covered under provisions of the workers' compensation insurance of the Village and that any injury or property damage on the job will be Contractor's sole responsibility and not the Village's. Also, it is understood that Contractor (including any employee/agent hired by Contractor) is not protected as an employee or as a person acting as an employee under the provisions of the general liability insurance of the Village and therefore, will be solely responsible for its own actions. The Village will in no way defend Contractor (or any of Contractor's employees/agents) in matters of liability. Contractor will not be covered under social security, federal or state income tax withholding, or any other payroll withholding program. The Village will report payments to Contractor pursuant to this Contract as required by applicable federal and state law.

10. Contractor shall obtain insurance of the types and in the amounts listed below for the duration of this Contract. The cost of such insurance shall be borne by Contractor.

Contractor shall maintain commercial general liability ("CGL") and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Village shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Village.

#### B. Business Auto and Umbrella Liability Insurance

If applicable, Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

#### C. Workers Compensation Insurance

If applicable, Contractor shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If the Village has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against the Village and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

#### D. General Insurance Provisions

##### (a) Evidence of Insurance

(i) Prior to beginning work, Contractor shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

(ii) All certificates shall provide for 30 days' written notice to the Village prior to the cancellation or material change of any insurance referred to therein. Written notice to the Village shall be by certified mail, return receipt requested.

(iii) Failure of the Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

(iv) The Village shall have the right, but not the obligation, to prohibit Contractor from beginning work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Village.

(vi) Failure to maintain the required insurance may result in termination of this Contract at the Village's sole discretion.

(vii) Contractor shall provide certified copies of all insurance policies required above within 10 days of the Village's written request for said copies.

##### (b) Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer it deems unacceptable.

(c) Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

(d) Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

(e) Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

11. The Contractor may not employ any person for the provision of the Services prior to submission by the Contractor to the Village of written proof that it conducted a background check of the person and a cross check of the Federal Sex Offender Registry, and that the background check and cross-check did not identify any information rendering the person unfit to provide the Services. The background checks must be paid for by the Contractor and will not be reimbursable by the Village.

12. The Village assumes no liability for actions of Contractor. Contractor shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in this Contract.

13. No elected or appointed official or employee of the Village shall be personally liable, in law or in contract, to Contractor as the result of the execution of this Contract.

14. In the event that any claim is threatened or made, or any action, suit or proceeding is brought against Contractor relating directly or indirectly to the Services, it shall cause written notice thereof to be given to the Village immediately upon (and in no event more than five days after) receipt or knowledge of same.

15. Notwithstanding any other provision hereof, the Village may terminate this Contract at any time upon 15 days prior written notice to Contractor. In the event that this Agreement is so terminated, Contractor shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed.

16. Any notices which are required to be given or which may be given under this Contract shall be sent certified mail return receipt requested to the Parties at their respective addresses set forth under their respective signatures below (or such other address as either of the Parties may hereinafter designate to the other Party in writing) or by hand delivery evidenced by receipt.

17. Contractor shall comply, and cause all persons providing any of the Services on his behalf to comply, with all applicable federal and state laws, and governmental rules and regulations now or hereafter in effect pertaining to equal employment opportunity and discrimination in the provision of the Services, including without limitation, the provisions of the Civil Rights Act of 1964, the Illinois Human Rights Act, Equal Employment Opportunity Clause and the Americans with Disabilities Act.

18. Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* Contractor shall also comply with all conditions of any federal, state, or local grant received by the Village or Contractor with respect to this Contract or the Services. Contractor 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 Contractor's, or its subcontractors, performance of, or failure to perform, the Services or any part thereof. Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

19. Contractor represents and warrants that, to the best of its knowledge, (1) no elected or appointed Village official, employee or agent has a personal financial interest in the business of Contractor or in this Contract, or has personally received payment or other consideration for this Contract; (2) as of the date of this Contract, neither Contractor nor any person employed or associated with Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Contract; and (3) neither Contractor nor any person employed by or associated with Contractor shall at any time during the term of this Contract obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Contract.

20. Contractor represents and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois the Village of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal

Code of 1961, 720 ILCS 5/33E-1 *et seq.* If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to the Village for all loss or damage that the Village may suffer, and this Contract shall, in the Village's sole discretion, be null and void.

21. If it should appear at any time that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Contract, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Contract (“***Event of Default***”), and fails to cure any such Event of Default within ten business days after Contractor’s receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to (1) terminate this Contract without liability for further payment; or (2) withhold from any payment or recover from Contractor, any and all costs, including attorneys’ fees and administrative expenses, incurred by the Village as the result of any Event of Default by Contractor or as a result of actions taken by the Village in response to any Event of Default by Contractor.

22. This Contract may not be assigned by the Village or by Contractor without the prior written consent of the other party.

23. Neither the Village nor Contractor shall be under any obligation to exercise any of the rights granted to them in this Contract except as it shall determine to be in its best interest from time to time. The failure of the Village or Contractor to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or Contractor's right to enforce such rights or any other rights.

24. This Contract constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings either oral or written of the Parties in connection therewith. No modification of this Contract shall be effective unless made in writing, signed by both Parties and dated after the date hereof. This Contract is non-assignable by Contractor.

25. Where the context admits in this Contract, words in the masculine gender shall include the feminine gender, words in the singular number shall include the plural number, and the word Contractor or any pronoun representing it shall include all directors, officers, employees, agents or any other person acting on or purporting to act on behalf of Contractor.

VILLAGE OF LIBERTYVILLE

Kelly Amidei

John DiPasquale

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Signature                      Date

As Its: Village Administrator

Address:  
118 W. Cook Ave  
Libertyville, Illinois 60048  
(847) 362-2430

Address:  
PO Box 887  
Palatine IL 60078-0087  
(847)826-0202



## VILLAGE BOARD AGENDA SUPPLEMENT

<b>Meeting Date:</b>	January 11, 2022
<b>Agenda Item:</b>	Consideration of Resolution Approving an Intergovernmental Agreement with Community High School District No. 128 Regarding Installation of a Pier on Butler Lake
<b>Staff Recommendation:</b>	Approve Resolution
<b>Staff Contact:</b>	Kelly A. Amidei, Village Administrator

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**Background:** The Village of Libertyville was contacted by Community High School District 128 (District) staff to discuss the installation of a removable pier located on Butler Lake to assist with science related instruction at Libertyville High School. The Parks & Recreation Committee reviewed the request and indicated support conditional on the District receiving approval from the Army Corps of Engineers and any other permitting related agencies. This has been completed and the District and Village have agreed to an intergovernmental agreement to outline the terms for the pier.

The highlights of the agreement include use of the pier by the District for instruction only and all responsibility related to the pier will remain with the District. The District will remove the pier during the months that the lake is subject to freezing. The Parks and Recreation Committee recommended approval unanimously in September if the District made some minor changes to the agreement which have been completed.

Staff recommends adoption of the attached resolution approving an intergovernmental agreement with Community High School District 128 for installation of a floating pier on Butler Lake and to authorize execution by the Village Administrator.

RESOLUTION NO. 22-R-

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH COMMUNITY HIGH SCHOOL DISTRICT NO. 128 REGARDING INSTALLATION OF A PIER ON BUTLER LAKE

**WHEREAS**, Community High School District No. 128 desires to install a floating pier (the “Pier”) on Butler Lake (the “Lake”) to allow students enhanced access to the Lake for their educational purposes; and

**WHEREAS**, the Parties are vested with certain authority pursuant to their intergovernmental cooperation powers under Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois *Intergovernmental Cooperation Act* [5 ILCS 220/1, *et seq.*]; and

**WHEREAS**, the Village of Libertyville has no objection to the placement of the Pier as proposed by the School District.

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

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

SECTION 2: Approval of Agreement. The Board of Trustees hereby approves the Agreement in substantially the form attached to this Resolution as **Exhibit A**, and in a final form and substance acceptable to the Village Administrator and the Village Attorney.

SECTION 3: Execution of Agreement. The Village President and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the final Agreement and all necessary documentation related thereto.

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

PASSED this 11<sup>th</sup> day of January, 2022.

AYES:

NAYS:

ABSENT:

APPROVED this 12<sup>th</sup> day of January, 2022.

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Donna Johnson, Village President

ATTEST:

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Luke Stowe, Village Clerk

EXHIBIT A  
AGREEMENT

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE  
OF LIBERTYVILLE AND COMMUNITY HIGH SCHOOL DISTRICT NO. 128  
REGARDING INSTALLATION OF A PIER ON BUTLER LAKE**

THIS AGREEMENT is made this \_\_\_ day of \_\_\_\_\_, 2021, by and between the VILLAGE OF LIBERTYVILLE, an Illinois municipal corporation (the “Village”) and the Board of Education of COMMUNITY HIGH SCHOOL DISTRICT NO. 128, LAKE COUNTY, ILLINOIS, a public school district of the State of Illinois (the “School District”). Collectively, the Village and the School District shall be referred to as the “Parties” and individually as a “Party”.

WHEREAS, the Parties are vested with certain authority pursuant to their intergovernmental cooperation powers under Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois *Intergovernmental Cooperation Act* [5 ILCS 220/1, *et seq.*]; and

WHEREAS, the School District desires to install a floating pier (the “Pier”) on Butler Lake (the “Lake”) to allow students enhanced access to the Lake for the educational purposes; and

WHEREAS, the School District has received notice from the United States Army Corps of Engineers that a Department of the Army permit will not be required to install the Pier on the Lake; and

WHEREAS, the Village has no objection to the placement or location of the Pier as proposed by the School District.

NOW, THEREFORE, in consideration of the mutual promises and consideration set forth herein, the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree as follows:

1. The preambles set forth above are incorporated in this Agreement as though set forth in this Section 1.
2. Beginning with the 2021-22 school year, the Village consents to the School District’s placement of a floating pier on the south shore of the Lake, as depicted on Exhibit A, attached hereto. The design and installation of the Pier shall conform to all existing Village requirements for similar floating pier structures.
3. The Pier shall not extend more than forty (40) feet from the shore into the Lake, and shall not exceed eighteen (18) feet at its widest point.
4. The Pier shall be removed from the Lake and properly stored by the School District each year before the Lake freezes along the shoreline, and shall not be returned to the Lake until sustained temperatures demonstrate that the Lake shore is unlikely to freeze until the next Winter season.
5. The Village shall have no responsibility for the operation, maintenance, or security of the Pier, including but not limited to the costs thereof, the same being the sole responsibility

of the School District. The School District shall keep the Pier in good appearance and condition. The School District shall post signage, subject to the Village's approval, indicating that the Pier is property of the School District, restricted to use by the School District, and that private use is prohibited.

6. The Parties agree that there are no intended third-party beneficiaries with the authority or standing to enforce this Agreement.
7. Each Party shall execute and deliver any further documents and do all acts and things as each Party may reasonably require to carry out the true intent and meaning of this Agreement.
8. No waiver shall be binding or effective for any purpose unless set forth in writing and signed by the Party making the waiver, and then shall be effective only in the specific instance and for the purpose given.
9. In the event of any default of any promise contained herein, after giving the defaulting Party a reasonable opportunity to cure such default, the non-defaulting Party may litigate to enforce this agreement and shall be entitled to recover any and all reasonable attorney's fees and costs incurred in enforcing this Agreement against the defaulting Party.
10. The School District agrees to, and does hereby, hold harmless and indemnify the Village and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with: (i) the placement, maintenance, repair or replacement of any portion of the Pier; (ii) the use of the Lake by the School District or its authorized agents, servants, employees, contractors, guests, and invitees; or (iii) the School District's performance of, or failure to perform, its obligations under this Agreement (collectively, "***Indemnified Claims***"), provided, however, that this indemnity does not apply to willful misconduct or gross negligence on the part of the Village.
11. This Agreement expresses the complete and final understanding of the Parties with respect to its subject matter and may not be amended or modified except by a written agreement executed by the Parties. This Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof.
12. The effective date of this Agreement shall be the date that the last of the Parties executes this Agreement. This Agreement shall remain in effect until either party gives written notice to the other of its intention to withdraw from and terminate this Agreement at least 60 calendar days in advance of the proposed termination date.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized officials as of the dates set forth below.

BOARD OF EDUCATION,  
COMMUNITY HIGH SCHOOL DISTRICT  
NO. 128, LAKE COUNTY, ILLINOIS

VILLAGE OF LIBERTYVILLE

By: \_\_\_\_\_  
It's Superintendent

By: \_\_\_\_\_  
It's Village Manager

Attest: \_\_\_\_\_  
Secretary of the Board

Attest: \_\_\_\_\_  
Village Clerk

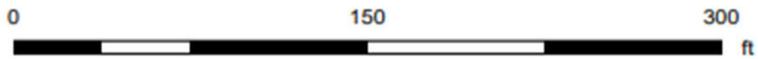
Date: \_\_\_\_\_

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



**Legend**

-  Location of proposed pier



Print Date: 12/9/2021

**Notes**



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** January 11, 2022

**Agenda Item:** **REPORT OF THE  
APPEARANCE REVIEW COMMISSION**  
December 20, 2021

**Appearance Review  
Commission**

**Recommendation:** Approve

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

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**Background:** The Appearance Review Commission (ARC) met on December 20, 2021, and reviewed five (5) items that require Village Board approval.

The items heard at the December 20, 2021, meeting include:

1. **1980 Kelley Court (Holladay Properties, Applicant)**

Request is for approval of new landscaping.

*Commissioner Hartshorne made a motion, seconded by Commissioner Kollman, to recommend the Village Board of Trustees approve the application for new landscaping at 1980 Kelley Court, in accordance with the plans submitted.*

*Motion carried 7 - 0.*

2. **151 W. Golf Road (Integrated Home Healthcare Palliative & Hospice, Applicant)**

Request is for approval of new building facades.

*Commissioner Kollman made a motion, seconded by Commissioner Flader, to recommend the Village Board of Trustees approve the application for new building facades at 151 W. Golf Road, in accordance with the plans submitted.*

*Motion carried 7 - 0.*

3. **1308 N. Milwaukee Avenue (Identity Services, LLC, Authorized Agent for Gary D. Wilson)**

Request is for approval of new signage.

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

*Commissioner Flader made a motion, seconded by Commissioner Kollman, to recommend the Village Board of Trustees approve the application for new signage at 1308 N. Milwaukee Avenue, in accordance with the plans submitted.*

*Motion carried 7- 0.*

4. **271 Peterson Road (Shoby Francis, Authorized Agent for Steven Cigelnik)**

Request is for approval of new signage.

*Commissioner Galo made a motion, seconded by Commissioner Flader, to recommend the Village Board of Trustees approve the application for new signage at 271 Peterson Road, subject to the following condition: 1) The white background be opaque so only the letters and logos are translucent when illuminated.*

*Motion carried 7- 0.*

5. **Timber Creek Subdivision (Village of Libertyville, Applicant)**

Request is for approval of new signage.

*Commissioner Hartshorne made a motion, seconded by Commissioner Flader, to recommend the Village Board of Trustees approve the application for new signage for the Timber Creek Subdivision, subject to the following conditions: 1) The proposed aluminum sign is constructed, and 2) The caps on top of each post are pitched slightly to avoid water from sitting on the sign.*

*Motion carried 7- 0.*

**REPORT OF THE APPEARANCE REVIEW COMMISSION**

**December 20, 2021**

**ARC 21-60 Holladay Properties, Applicant.  
1980 Kelley Court**

**Request is for new landscaping.**

Mr. Duffey Phelps, authorized agent for Holladay Properties, presented the proposed landscaping for 1980 Kelley Court. Mr. Duffey stated this project was before the Commission a few months ago and one request at the time was to evaluate pedestrian access throughout the site. Mr. Duffey stated they have reviewed circulation patterns and have added a sidewalk along the eastern drive aisle entrance that connects into the sidewalk system within the rest of the business park. Mr. Duffey stated there are minor landscape changes from the previous plan, which includes the removal of one Low-Gro Sumac and sixteen perennials. Mr. Duffey stated their landscaper wanted to match the end islands and comply with the Zoning Code that stipulates parking lot islands have turf cover or decorative paver materials.

Commissioner Kollman stated the changes are an improvement to the area and that he has no issues with the landscaping changes. Chairman Robbins stated the changes to the landscaping are consistent. Commissioner Rooney stated she appreciates the consideration for the pedestrian access. Commissioner Kollman confirmed the sidewalk will be underneath the trees and will not be adversely affected by the height of the trees. Commissioner Flader noted the proposed specimen are single-stem Lilac Trees so they should not cause any issues for the sidewalk.

*Commissioner Hartshorne made a motion, seconded by Commissioner Kollman, to recommend the Village Board of Trustees approve the application for new landscaping at 1980 Kelley Court, in accordance with the plans submitted.*

*Motion carried 7 - 0.*

**ARC 21-61 Integrated Home Healthcare Palliative & Hospice, Applicant.  
151 W. Golf Road**

**Request is for new building facades.**

Mr. Chad McRoberts, authorized agent for Integrated Home Healthcare Palliative & Hospice, presented the proposed building facades for 151 W. Golf Road. Mr. McRoberts stated they have been rehabilitating the existing building, which included the replacement of twelve windows to be the same size. Mr. McRoberts stated the owner intends on having three (3) additional windows installed in the springtime. Mr. McRoberts provided the Commission with images of the surrounding structures, including the abutting fire station and neighboring residential development. Mr. McRoberts stated these developments do not have shutters and the depth of the property makes it difficult to notice the windows on the façade. Mr. McRoberts stated the owner has requested to not have the shutters installed on the windows moving forward.

**Report of the Appearance Review Commission**  
**Page 2 of 4**

Commissioner Kollman stated he thinks the building will look better without the shutters. Commissioner Kollman questioned the arched windows on some of the previous images. Mr. McRoberts stated it was a faux wood material that has rotten out. Mr. McRoberts noted the three locations for the new windows. Commissioner Kollman questioned if the window openings have changed from the original openings. Mr. McRoberts stated some of the windows were changed from their original openings.

*Commissioner Kollman made a motion, seconded by Commissioner Flader, to recommend the Village Board of Trustees approve the application for new building facades at 151 W. Golf Road, in accordance with the plans submitted.*

*Motion carried 7 - 0.*

**ARC 21-62 Identity Services, LLC, Authorized Agent for Gary D. Wilson.**  
**1308 N. Milwaukee Avenue**

**Request is for new signage.**

Mr. Brian Schaner, authorized agent for Identity Services, LLC, presented the proposed signage for 1308 N. Milwaukee Avenue. Mr. Schaner stated the scope of work includes removing the existing menu-board sign and replacing it with a digital menu-board sign. Commissioner Flader confirmed the proposed sign will be in the same location. Mr. Schaner stated the menu-board will be located in the same location and on the same foundation.

*Commissioner Flader made a motion, seconded by Commissioner Kollman, to recommend the Village Board of Trustees approve the application for new signage at 1308 N. Milwaukee Avenue, in accordance with the plans submitted.*

*Motion carried 7- 0.*

**ARC 21-64 Shoby Francis, Authorized Agent for Steven Cigelnik.**  
**271 Peterson Road**

**Request is for new signage.**

Mr. Shubin Francis, authorized agent for Curry Leaf, presented the proposed signage for 271 Peterson Road. Commissioner Flader confirmed the sign has already been installed. Chairman Robbins confirmed the sign installed was only a face change on the sign. Chairman Robbins confirmed an opacifier was not installed behind the white background. Chairman Robbins stated he has no issues with the graphics on the sign itself. Chairman Robbins questioned who installed the sign. Mr. Francis stated BizPro installed the sign, but they are now out of business. Commissioner Kollman questioned if there is a building standard for this type of sign. Mr. Sandine stated this commercial center does not have an approved "Sign Criteria". Mr. Sandine stated other signs in the center may have been allowed to install these types of signs in the past, but the new Sign Code regulations require the backgrounds to be opaque. Chairman Robbins stated there are

**Report of the Appearance Review Commission**  
**Page 3 of 4**

several sign companies in the area that should be able to help in installing an opacifier on the white portion of the sign.

*Commissioner Galo made a motion, seconded by Commissioner Flader, to recommend the Village Board of Trustees approve the application for new signage at 271 Peterson Road, subject to the following condition: 1) The white background be opaque so only the letters and logos are translucent when illuminated.*

*Motion carried 7- 0.*

**ARC 21-65 Village of Libertyville, Applicant.**  
**Timber Creek Subdivision**

**Request is for new signage.**

Mr. David Thornborough, authorized agent for the Village of Libertyville, presented the proposed signage for the Timber Creek Subdivision. Mr. Thornborough stated a few residents have reached out to the Village about the Timber Creek sign over the past few years. Mr. Thornborough stated the Village inspected the sign and reached out to Heritage Signs for a few quotes on replacements. Mr. Thornborough stated an exact removal and replacement, for a sandblasted wooden sign, would cost about \$10,000. Mr. Thornborough stated Heritage Signs then stated they would be able to produce a similar sign in aluminum for a little cheaper. Mr. Thornborough provided the Commission with photographs of the existing condition of the sign that showed cracks and posts on the backside of the sign. Mr. Thornborough stated all of the posts are rotted and bolted up to be stabilized.

Chairman Robbins questioned the age of the original sign. Mr. Thornborough stated he assumes it is as old as the original subdivision. Mr. Thornborough stated the size and footprint of the sign will remain the same. Commissioner Galo questioned the price of the aluminum sign. Mr. Thornborough stated the aluminum sign is slightly less than the wooden sign at \$9,700. Commissioner Flader stated the aluminum sign will not require as much maintenance and is likely better in the long term. Commissioner Rooney agreed the aluminum sign will make more sense from a maintenance standpoint. Chairman Robbins questioned if the Village has a preference. Mr. Thornborough stated he does not have a preference but noted that other Village signs are currently wooden and may be looked at for replacement in the near future. Commissioner Flader questioned the color of the sign. Mr. Thornborough stated it will be green and a beige color. Commissioner Kollman questioned if the Village maintains the landscape around the sign. Mr. Thornborough stated the Timber Creek Subdivision is a special service area that allows the Village to maintain that landscaping and the retention ponds. Commissioner Flader questioned if the landscaping will damage the signage. Mr. Thornborough stated he highly doubts the landscaping will damage the signage and noted their landscaping should be redone soon. Chairman Robbins questioned if it is intentional that the posts end at the sign top. Mr. Thornborough stated he is unsure on their intentions. Chairman Robbins stated he is not worried about the precedent of changing from wooden to aluminum. Chairman Robbins questioned if there are other special service areas within the Village. Mr. Thornborough stated he does not believe there are other areas where the Village is responsible for signage. Commissioner Galo stated he likes the aluminum signage.

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

Commissioner Kollman recommended a pyramid on top of the flat caps so water runs off and is not sitting.

*Commissioner Hartshorne made a motion, seconded by Commissioner Flader, to recommend the Village Board of Trustees approve the application for new signage for the Timber Creek Subdivision, subject to the following conditions: 1) The proposed aluminum sign is constructed, and 2) The caps on top of each post are pitched slightly to avoid water from sitting on the sign.*

*Motion carried 7- 0.*



## VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** January 11, 2022

**Agenda Item:** **REPORT OF THE HISTORIC PRESERVATION COMMISSION**  
December 20, 2021

**Historic Preservation Commission**

**Recommendation:** Approve

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

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**Background:** The Historic Preservation Commission (HPC) met on December 20, 2021, and reviewed one (1) item that requires Village Board approval.

The item heard at the December 20, 2021, meeting includes:

1. **100 E. Cook Avenue, Suite 200 (North Shore Sign Co., Authorized Agent for Schanck LLC)**

Request is for approval of new awnings.

*Commissioner Robbins made a motion, seconded by Commissioner Kollman, to recommend the Village Board of Trustees approve the proposed awnings at 100 E. Cook Avenue, Suite 200, in accordance with the plans submitted.*

*Motion carried 7 - 0.*

**REPORT OF THE HISTORIC PRESERVATION COMMISSION**

**December 20, 2021**

**HPC 21-17 North Shore Sign Co., Authorized Agent for Schanck LLC.  
100 E. Cook Avenue, Suite 200.**

**Request is for a new awnings.**

Mr. Jeff Barmueller, authorized agent for North Shore Sign Co., presented the proposed awnings for 100 E. Cook Avenue, Suite 200. Mr. Barmueller stated Compass is proposing two code compliant awnings to be installed on the second floor along Milwaukee Avenue. Mr. Barmueller stated the proposed awnings will be a black color with eight-inch valence letters. Commissioner Galo confirmed with Mr. Barmueller that the purpose of the awnings are to have the name “Compass” on the building. Commissioner Robbins confirmed with Mr. Barmueller the ends of the awnings will be closed.

*Commissioner Robbins made a motion, seconded by Commissioner Kollman, to recommend the Village Board of Trustees approve the proposed awnings at 100 E. Cook Avenue, Suite 200, in accordance with the plans submitted.*

*Motion carried 7 - 0.*



## VILLAGE BOARD AGENDA SUPPLEMENT

<b>Meeting Date:</b>	January 11, 2022
<b>Agenda Item:</b>	Consideration of a Resolution to Approve a Request for Special Events – MainStreet Libertyville
<b>Staff Recommendation:</b>	Approve Resolution
<b>Staff Contact:</b>	Kelly A. Amidei, Village Administrator

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**Background:** Attached is a letter, and related special event applications, from MainStreet Libertyville Inc. (MSL) requesting Village Board approval for their Calendar Year 2022 annual events. The list of events include:

- Car Fun on 21
  - May 18, June 15, July 20, August 17, September 21 – 6-9 p.m.
- Historic Home Tour
  - September 17, 10:00 a.m. to 3:00 p.m.
- Farmer’s Market
  - Thursdays, June 2 through October 20, 2022, 7:00 a.m. to 1:00 p.m.
- Lunch in the Park
  - Fridays, June 24 through August 19, 2022, 11:00 a.m. to 2:00 p.m.
- MainSweet Dessert Walk
  - August 8, 2022, 12:00 p.m. to 3:00 p.m.
- Dickens of a Holiday
  - December 3 and December 10, 2022, 10:00 a.m. to 3:00 p.m.
- Girls Night Out (new this year)
  - April 21, July 21, October 20, 2022, 6:00 p.m. to 9:00 p.m.
- Fall Fashion Show
  - October 15, 2022, 10:00 a.m. to 5:00 p.m.
- First Fridays on Main Street
  - March 4, April 1, May 6, June 3, July 1, August 5, Sept. 2, Oct. 7, Nov. 4, Dec. 2 6:00 p.m. to 9:00 p.m.
- Let’s Wine About Winter (rescheduled)
  - April 30, 2022, 1:00 p.m. to 4:00 p.m.
- Sidewalk Sales
  - July 15 and 16, 2022, 10:00 a.m. to 5:00 p.m.
- Twilight Shuffle 5K Run
  - September 4, 2022, 6:00 p.m. to 7:00 p.m.
- Small Business Saturday
  - November 26, 2022, 10:00 a.m. to 5:00 p.m.
- Trick or Treat on Main Street
  - October 28, 2022, 11:00 a.m. to 2:00 p.m.



## VILLAGE BOARD AGENDA SUPPLEMENT

The MSL Libertyville events are well attended and bring residents and visitors to our downtown to shop, dine and stay, consistent with the goal to promote Libertyville.

Due to the current mitigations of the Restore Illinois plan for the current pandemic, it is recommended all events are approved conditional on any potential restrictions at the time of the event being implemented.

Staff recommends approval of the resolution approving the MainStreet Libertyville 2022 Special Events.

RESOLUTION NO. 22-R-

A RESOLUTION TO APPROVE A REQUEST FOR SPECIAL EVENTS

**WHEREAS**, Main Street Libertyville has requested approval of their 2022 Annual Events;  
and

**WHEREAS**, Main Street Libertyville has requested various Village services, use of Village property, and promotional signage in accordance with the Special Events Policy; and

**WHEREAS**, Main Street Libertyville will comply with the conditions requested following Village Board of Trustees approval.

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

Section 1. The Village of Libertyville approves the Main Street Libertyville 2022 events in accordance with the special event policy.

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

PASSED this 11<sup>th</sup> day of the January, 2022.

AYES:

NAYS:

ABSENT:

APPROVED this 12<sup>th</sup> day of January, 2022.

[signature page to follow]

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Donna Johnson, Village President

ATTEST:

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Luke Stowe, Village Clerk



# MainStreet Libertyville, Inc.

*Preserving and Promoting Downtown Libertyville*

*A Great American MainStreet Award Winner*

December 28, 2021

Ms. Kelly Amidei, Village Manager  
Village of Libertyville  
118 W. Cook  
Libertyville, IL 60048

Re: MainStreet Libertyville Special Event Applications

Dear Kelly:

Enclosed is MainStreet Libertyville's certificate of insurance naming the Village of Libertyville as an additional insured and the special event applications and sign permit applications for the following proposed events for 2022:

- **Let's Wine About Winter**  
The maximum number of tickets is capped at 750. This is a departure from previous years' numbers of 1,150. Participants will be assigned a starting zone and move with that group for the duration of the event in an effort to mitigate overcrowding.
- **First Fridays**
- **Girls' Nights Out (new for 2022)**  
This event has been requested by retail business owners who wish to hold a Thursday evening sip and shop for women. As a trial, we are planning the event for three Thursdays in 2022. An additional liquor license will be required for participating retailers.
- **Car Fun on 21**
- **Farmers Market**
- **Lunch in the Park – 30<sup>th</sup> Anniversary**
- **Sidewalk Sales**
- **MainSweet Dessert Walk**
- **Twilight Shuffle 5K**
- **Historic Home Tour**
- **Fall Fashion Show (rebrand of Summer Style Weekend)**
- **Trick or Treat on MainStreet**

158 E. Cook Avenue  
Libertyville, IL 60048  
Phone: (847) 680-0336  
Fax: (847) 680-0370  
[www.mainstreetlibertyville.org](http://www.mainstreetlibertyville.org)



- **Small Business Saturday**
- **Dickens of a Holiday**

We are honored and proud to be able to plan more than 50 days of retail and community activities in downtown Libertyville.

On behalf of the Board, staff and volunteers of MainStreet Libertyville, I would like to thank the Mayor, Village Board and staff for your continued support for our events. We look forward to working with your staff in 2022.

Please contact me if you have any questions or need clarification regarding any of the events.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jennifer Johnson', with a long horizontal flourish extending to the right.

Jennifer Johnson  
Executive Director

enclosures



# MainStreet Libertyville, Inc.

*Preserving and Promoting Downtown Libertyville*

*A Great American MainStreet Award Winner*

December 30, 2021

Ms. Kelly Amidei, Village Manager  
Village of Libertyville  
118 W. Cook  
Libertyville, IL 60048

Re: MainStreet Libertyville Special Event Applications – **Let's Wine About Winter REVISED**

Dear Kelly:

After careful consideration, MainStreet Libertyville would like to postpone the date of Let's Wine About Winter 2022 from the originally proposed date of February 19<sup>th</sup> to **Saturday, April 30<sup>th</sup>**. Enclosed please find an amended event application. Details of the event follow:

- **Let's Wine About Winter – Saturday, April 30, 2022**

The maximum number of tickets offered is capped at 750. This is a departure from previous years' numbers of 1,150. Participants will be assigned a starting zone and move with that group for the duration of the event in an effort to mitigate overcrowding. All prescribed public health mandates will be followed.

On behalf of the Board, staff and volunteers of MainStreet Libertyville, I would like to thank the Mayor, Village Board and staff for your continued support for our events. We look forward to working with your staff in 2022.

Please contact me if you have any questions or need clarification regarding any of the events.

Sincerely,

Jennifer Johnson  
Executive Director

enclosure

158 E. Cook Avenue  
Libertyville, IL 60048  
Phone: (847) 680-0336  
Fax: (847) 680-0370  
[www.mainstreetlibertyville.org](http://www.mainstreetlibertyville.org)





## VILLAGE BOARD AGENDA SUPPLEMENT

<b>Meeting Date:</b>	January 11, 2022
<b>Agenda Item:</b>	Consideration of a Resolution to Approve a Special Event – Dog Days of Summer
<b>Staff Recommendation:</b>	Approve Resolution
<b>Staff Contact:</b>	Kelly A. Amidei, Village Administrator

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**Background:** The Village received a request from the Knights of Columbus for the annual Dog Days of Summer event on July 7, 2022 through July 11, 2022. The Knights of Columbus requested the use of Church Street and a portion of Cook Park beginning at 8:00 a.m. on Friday, July 7, 2022 for set up, through Sunday, July 11, 2022 for cleanup. The Knights of Columbus also requested to place a banner in Cook Park.

The Knights of Columbus will obtain approval from Cook Memorial Library to close Church Street adjacent to their exit drive, and has contacted St. Lawrence Church, Libertyville Civic Center, and Attorney Sean Wepler to make sure that there are no conflicts on the day of the event. Village Staff will provide the fencing material so that volunteers can set up the fence in accordance with the approved event plan.

Due to the current mitigations of the Restore Illinois plan for the current pandemic, it is recommended all events are approved conditional on any potential restrictions at the time of the event being implemented.

RESOLUTION NO. 22-R-

A RESOLUTION TO APPROVE THE DOG DAYS OF SUMMER FESTIVAL

**WHEREAS**, the Knights of Columbus has requested approval of the annual Dog Days of Summer event on July 7, 2022 through July 11, 2022; and

**WHEREAS**, the Knights of Columbus 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 the Knights of Columbus Dog Days of Summer event on July 7, 2022 through July 11, 2022.

SECTION 2: The Knights of Columbus 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 11<sup>th</sup> day of January, 2022.

AYES:

NAYS:

ABSENT:

APPROVED this 12<sup>th</sup> day of January, 2022.

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Donna Johnson, Village President

ATTEST:

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Luke Stowe, Village Clerk



## VILLAGE BOARD AGENDA SUPPLEMENT

<b>Meeting Date:</b>	January 11, 2022
<b>Agenda Item:</b>	Consideration of a Resolution to Approve a Special Event Request from the Libertyville Civic Center Foundation for Libertyville Days 2022
<b>Staff Recommendation:</b>	Approve Resolution
<b>Staff Contact:</b>	Kelly A. Amidei, Village Administrator

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**Background:** The Libertyville Civic Center Foundation (LCCF) has requested the use of Village property for the 2022 Libertyville Days Festival to be held on June 16-19, 2022. Attached as Exhibit A is the written request from the LCCF.

Staff has reviewed the application and recommends the following for management of the event as part of the recommended Village Board approval:

- LCCF will meet with Fire and Police Staff to coordinate potential weather emergency plans and designate one on-site coordinator during the event for emergency communications that will be responsible for all communication with vendors and service providers in the event of an emergency shut-down (and any possible re-start).
- Carnival rides on Saturday, June 18, 2022 will begin operation after the parade has passed the carnival area.
- Parade fencing will be provided in the downtown prior to the parade.
- LCCF will coordinate placement of tents in Cook Park with the Village to avoid sprinkler system damage. No spray paint may be used on Village property.
- LCCF agrees to restore any damage in Cook Park and Sunrise Rotary Park in a timely manner, if requested by the Village.
- LCCF will use Libertyville businesses whenever possible.
- An emergency access point is needed and this will be reviewed with LCCF prior to the event.
- LCCF will provide a certificate of insurance and submit a Special Event Application.
- LCCF will apply for the appropriate Village and State Liquor License.
- LCCF will coordinate with the Chief of Police the posting of signs indicating no concealed weapons allowed and human trafficking per state law.
- LCCF will reimburse the Village for one-half of the Police operation related expenses associated with the festival. The Village will provide Public Works set-up services to assist with the parade.
- A minimum five (5) foot setback from structures will be required for all carnival rides.

Due to the current mitigations of the Restore Illinois plan for the current pandemic, it is recommended all events are approved conditional on any potential restrictions at the time of the event being implemented.

Staff recommends Village Board approval of the Resolution for use of Village property and approval of the special event application for the event from June 16-19, 2022 subject to the conditions as detailed.



RESOLUTION NO. 22-R-

A RESOLUTION TO APPROVE THE SPECIAL EVENTS  
APPLICATION – 2022 LIBERTYVILLE DAYS

**WHEREAS**, the Libertyville Civic Center Foundation has requested approval of Libertyville Days 2022 from June 16-19, 2022; and

**WHEREAS**, the Libertyville Civic Center Foundation 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 the Libertyville Civic Center Foundation’s Libertyville Days 2022 event.

**SECTION 2:** The Libertyville Civic Center Foundation 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 11<sup>th</sup> day of January, 2022.

AYES:

NAYS:

ABSENT:

{signature page to follow }

APPROVED this 12<sup>th</sup> day of January, 2022.

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Donna Johnson, Village President

ATTEST:

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Luke Stowe, Village Clerk

EXHIBIT A

LIBERTYVILLE CIVIC CENTER FOUNDATION  
Libertyville Days Festival



135 W. Church St.  
Libertyville, IL 60048  
Phone 847-918-8880  
Fax 847-918-8881  
events@libciviccenter.org  
[www.libciviccenter.org](http://www.libciviccenter.org)

December 29, 2021

Mayor Donna Johnson  
Village of Libertyville  
118 W. Cook Avenue  
Libertyville, IL 60048

REF: 2022 Libertyville Days Festivities

Dear Mayor Johnson, Village Trustees and Administrator Amidei,

Co-Chairman Dan Love of the Libertyville Days Committee and President Walt Oakley of the Libertyville Civic Center Foundation request that the Village grant approval to conduct the 2022 Libertyville Days Festival and grant approval to use Village property for running the festival as in past years.

Many Libertyville residents and neighboring community guests enjoyed the fun and entertainment provided during the 2021 Libertyville Days Festival. Approximately \$60,000 was raised, which allowed the Civic Center's board to continue with operations and upkeep to the Civic Center building and made up for not being able to hold the festival in 2020.

Planning the 2022 Libertyville Days is scheduled to begin in January, as it requires over 6 months lead time to book entertainment and enter contracts; allowing the festival to run successfully. We ask that this request be presented to the appropriate Village committee as soon as possible.

Specifically, Village approval is needed for the following for the 2022 Libertyville Days Festival:

1. Village approval for the Libertyville Days dates of June 16<sup>th</sup>-19<sup>th</sup>, 2022.
2. That the Libertyville Days Committee act as coordinator for all functions to be in the Downtown area during these dates, including sidewalk sales (coordinated with MainStreet) and any other community involvement.
3. The use of Libertyville Sunrise Rotary Park grass area only, bordered by the sidewalks, for the children's carnival rides and carnival concessions. Close south side of Broadway from Milwaukee Avenue to Park Place beginning Tuesday,

June 14<sup>th</sup> – Sunday June 19<sup>th</sup>. Closure of Broadway from Milwaukee Ave. to Wright Ct. during carnival operations.

4. The use of the alley way between the property owned by St. Lawrence Church and Wepler Law, the parking spaces between St. Lawrence Church and the Village parking garage, and the alley way between Civic Center building and Masonic Lodge for setup of carnival games and concessions. Public Works should drop off the barricades prior to 8:00 p.m. Monday, June 13<sup>th</sup> and the Police Dept. should block the alley way area by 8:00 p.m. Monday, June 13<sup>th</sup>.
5. Blocking the entrance way into the Village parking garage off of Church Street with two refuse roll off containers starting Monday, June 13<sup>th</sup> at 6:00 a.m.
6. Church Street between Brainerd Avenue and Milwaukee Avenue must be closed by 8:00 p.m. on Monday, June 13<sup>th</sup>. Public Works should drop off the barricades prior to 8:00 p.m. Monday, June 13<sup>th</sup> and the Police Dept. should block the road at 8:00 p.m. Monday, June 13<sup>th</sup>. The setup will be like the 2021 event.
7. On Saturday, June 18<sup>th</sup> Milwaukee Avenue should be closed from 10:00 a.m. until Noon for the parade. Additionally, Milwaukee Avenue should be posted no parking from 10:00 a.m. until noon in the downtown area to ensure that cars do not block the view and to keep parade watchers on the sidewalk.
8. Cook Park will be used for the Arts and Crafts Fair. Request that the parking spots in front of Cook Park be allocated for drop off only and no parking signs be posted all weekend.
9. Use of Cook Mansion stairs and landing for family stage entertainment.
10. Close the commuter parking lot at the train station on Friday, June 17<sup>th</sup> to all vehicles prior to 8:00 p.m. and prohibit parking until Saturday at approximately noon.

We will contract with a disposal company for garbage cans and dumpsters. We will have people making regular rounds of the Downtown area including both parking garages picking up refuse. Portable restrooms will be rented and placed in convenient locations.

We are requesting the following assistance of the parks department, police department, fire department and public works department.

Parks Department:

1. Provide snow fencing in areas as deemed necessary (will provide map, should be same as last year.)
2. Provide microphone and speakers for Cook Park.
3. Provide Village picnic tables for the Civic Center Parking Lot.
4. Approve location of Arts and Crafts booths in Cook Park.

Police Department:

1. Police presence and patrol during the festival.
2. Police escorts during money pickups as requested.
3. Put up barricades at 8:00 p.m. on Monday, June 13<sup>th</sup> per mapped location.

4. Put up barricades at Train Station at 8:00 p.m. on Friday, June 17<sup>th</sup>.

Public Works Department:

1. Clean streets after the festival.
2. Receive and place barricades per mapped locations.
3. Please note that festival committee members and/or festival representatives will be responsible for trash pickup and monitoring barricades during the festival. The Public Works Department is not needed for this task.
4. Set and remove parade pedestrian barricades Saturday, June 18<sup>th</sup> for parade.
5. **Provide hydrant hook up at Sunrise Rotary Park for Carnival Company on Tuesday, June 14<sup>th</sup> by 7:30 a.m.**

The Civic Center Foundation insurance company is requiring the Village provide in writing the type of insurance coverage required. Then a certificate of insurance will be provided showing the Village, Cook Memorial Library, Masonic Lodge and others as required as additional insured. If the Village rents any items on our behalf, the Civic Center Foundation insurance company requires the Village provide the Civic Center Foundation a certificate of the Village insurance coverage adding the Civic Center Foundation as additional insured.

The Civic Center Foundation will be applying for the Village and State liquor license for this event.

The Civic Center Foundation requests the approval for the beer garden area to include the food vendors and the main stage entertainment once again on Church St. This area will be fenced off with snow fencing and, in some areas, a 6ft construction fence. There will be monitoring at access points to ensure no alcohol is taken from the designated area. Access points will be at Church and Brainerd Streets and on Church Street just west of the alley way. Everyone that is drinking will have their identification checked to verify legal age of 21 or over and be issued a wristband.

The beer wagons will remain under the tented areas, as in previous years, and always supervised by a Libertyville Days Committee member or designated volunteer.

Beer Garden hours: Thursday evening 5:00-11:30 p.m. last ticket sold 11:00 p.m. last call at 11:15 p.m.; Friday evening 4:00 p.m. – 12:00 a.m. last ticket sold 11:30 p.m. last call at 11:45 p.m.; Saturday after the parade ends approximately 12:00 p.m. – 12:00 a.m. last ticket sold 11:30 p.m. last call at 11:45 p.m.; Sunday 12:00 – 6:00 p.m. last ticket sold 5:30 p.m. last call at 5:45 p.m. Sales will include beer, beer products, wine and pre-mixed bloody mary's or mai tai.

The festival is designed to be a family event and will include activities and entertainment in support of this.

We will request that the contracted carnival company provide the Police Department with a list of employees. We will be seeking permission to again park trucks on private property located in Libertyville.

We are requesting that the parade route remain from Milwaukee Avenue at the train station parking lot to Rockland Road.

A representative from the Libertyville Days Committee will be available for the Village inspection and walk through on Thursday, June 16<sup>th</sup> at a time TBD.

We will provide prior notification to all of the neighbors, especially the United Methodist Church, St. Lawrence Episcopal Church, St. Joseph's Church, and The Masonic Temple.

We welcome participation by the Police and Fire Departments at the Libertyville Days Committee meetings held the 3<sup>rd</sup> Thursday of the month at 6:00 p.m. at the Civic Center or remotely via Zoom, beginning in January of 2022.

Any community member is invited to attend our meetings and to assist or participate in Libertyville Days. Anyone requesting to make a presentation must call in advance to schedule the presentation.

All CDC and State of Illinois guidelines related to the covid 19 pandemic will be followed.

Libertyville Days Committee members will be available to discuss any phase of the proposed festival as required and would appreciate notification as to when we will be scheduled to make a presentation to the Village Board and/or the Parks and Recreation Committee.

Should you have any questions or need any further information please feel free to call me.

Sincerely,

  
Dan Love  
Co-Chair Libertyville Days  
847-961-0206

  
Walt Oakley  
President, Libertyville Civic Center Foundation  
847-445-2519

enclosures

**LIBERTYVILLE CIVIC CENTER FOUNDATION, INC.  
2022 LIBERTYVILLE DAYS FESTIVAL**

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**The hours of the 2022 Libertyville Days Festival will be:**

**Arts & Crafts:**

<b>Friday, June 17<sup>th</sup></b>	<b>12:00 p.m. – 8:00 p.m.</b>
<b>Saturday, June 18<sup>th</sup></b>	<b>10:00 a.m. – 8:00 p.m.</b>
<b>Sunday, June 19<sup>th</sup></b>	<b>12:00 p.m. – 5:00 p.m.</b>

**Beer Garden:**

<b>Thursday, June 16<sup>th</sup></b>	<b>5:00 p.m. – 11:30 p.m.</b>
<b>Friday, June 17<sup>th</sup></b>	<b>4:00 p.m. – 12:00 a.m.</b>
<b>Saturday, June 18<sup>th</sup></b>	<b>12:00 p.m. – 12:00 a.m. (after the parade)</b>
<b>Sunday, June 19<sup>th</sup></b>	<b>12:00 p.m. – 6:00 p.m.</b>

**Carnival:**

<b>Thursday, June 16<sup>th</sup></b>	<b>6:00 p.m. – 10:30 p.m.</b>
<b>Friday, June 17<sup>th</sup></b>	<b>1:00 p.m. – 11:00 p.m.</b>
<b>Saturday, June 18<sup>th</sup></b>	<b>12:00 p.m. – 11:00 p.m.</b>
<b>Sunday, June 19<sup>th</sup></b>	<b>1:00 p.m. – 5:30 p.m.</b>

**Church Street Eats:**

<b>Thursday, June 16<sup>th</sup></b>	<b>5:00 p.m. – 11:30 p.m.</b>
<b>Friday, June 17<sup>th</sup></b>	<b>11:00 a.m. – 12:00 a.m.</b>
<b>Saturday, June 18<sup>th</sup></b>	<b>11:00 a.m. – 12:00 a.m.</b>
<b>Sunday, June 19<sup>th</sup></b>	<b>12:00 p.m. – 6:00 p.m.</b>

**Entertainment (Main Stage):**

<b>Thursday, June 16<sup>th</sup></b>	<b>5:00 p.m. – 10:30 p.m.</b>
<b>Friday, June 17<sup>th</sup></b>	<b>4:00 p.m. – 11:30 p.m.</b>
<b>Saturday, June 18<sup>th</sup></b>	<b>12:00 p.m. – 11:30 p.m.</b>
<b>Sunday, June 19<sup>th</sup></b>	<b>12:00 p.m. – 6:00 p.m.</b>

**Entertainment/Activities (Cook Park):**

<b>Thursday, June 16<sup>th</sup></b>	<b>6:00 p.m.- 10:00 p.m.</b>
<b>Friday, June 17<sup>th</sup></b>	<b>10:00 a.m. – 10:00 p.m.</b>
<b>Saturday, June 18<sup>th</sup></b>	<b>10:00 a.m. – 10:00 p.m.</b>
<b>Sunday, June 19<sup>th</sup></b>	<b>11:00 a.m. – 6:00 p.m.</b>

**Parade:**

<b>Saturday, June 18<sup>th</sup></b>	<b>10:00 a.m. – 12:00 p.m.</b>
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## VILLAGE BOARD AGENDA SUPPLEMENT

<b>Meeting Date:</b>	January 11, 2022
<b>Agenda Item:</b>	Consideration of a Resolution to Approve a Contract with Arthur Weiler, Inc. for the Annual Parkway Tree Planting Program
<b>Staff Recommendation:</b>	Approve Resolution
<b>Staff Contact:</b>	Paul Kendzior, P.E., C.F.M., Director of Public Works

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**Background:** The Village previously entered into a contractual services contract for parkway tree replacements for trees that were removed because of storm damage, old age or hazardous conditions. This was known as the 50-50 Parkway Planting Program, where property owners and the Village equally shared in the cost for the new tree. Due to low participation, the Village has now moved to a 100% Village cost program that provides the added ability to plant parkway trees in new suitable locations.

Staff solicited competitive contractor bids for three years of pricing and received two responses at the bid opening held on October 26, 2021. Based on the estimated quantities from staff, Arthur Weiler, Inc. submitted the lowest overall three-year unit pricing and is the lowest responsive bidder. Please refer to the attached Bid Tabulation.

Village staff recommends awarding the contract to Arthur Weiler, Inc based upon the high quality of trees the company has provided in the past to the Village and the company's consistent responsiveness. Funds in the amount of \$62,000 are proposed in the Draft Fiscal Year 2022/23 Budget, General Fund/Parks Department (Account # 01-0701-5-729) for the proposed Annual Parkway Tree Planting Program. The unit prices have increased from last year, however staff will be able to utilize the \$62,000 budgeted to maximize plantings for this year's program.

Staff recommends approval of the attached resolution to award the contract for the Annual Tree Planting Program to Arthur Weiler, Inc. in the not-to-exceed amount of \$62,000, subject to the appropriation of the necessary funds in the FY 2022/23 Draft Budget and authorize execution of the contract by the Village Administrator.

RESOLUTION NO. 22-R-XX

A RESOLUTION TO AWARD A CONTRACT TO ARTHUR WEILER, INC. FOR THE ANNUAL PARKWAY TREE PLANTING PROGRAM

**WHEREAS**, the Village of Libertyville’s FY 2022/23 Draft Budget will propose funding in the amount of \$62,000 in the General Fund/Parks Department (Account# 01-0701-5-729) for proposed tree plantings; and

**WHEREAS**, the Village of Libertyville opened sealed bids on October 26, 2021 and Arthur Weiler, Inc. was determined to be the lowest responsive bidder based upon the unit prices in the total amount of \$87,450 for the Annual Parkway Tree Planting Program; and

**WHEREAS**, Village Staff recommends approval of awarding the contract to Arthur Weiler, Inc. in the amount not to exceed \$62,000 based upon their past timeliness of work completion and quality of stock.

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

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

SECTION 2: The Village of Libertyville Board of Trustees approves the Annual Parkway Tree Planting Program contract with Arthur Weiler, Inc. in the amount of \$62,000, subject to the appropriation of funds in the Draft FY 2022/23 Budget.

SECTION 3: The Village of Libertyville Board of Trustees authorizes the Village Administrator to execute the contract with Arthur Weiler, Inc. for the Annual Parkway Tree Planting Program.

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

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

ATTEST:

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



**Parkway Tree Planting Program  
Bid Tabulation  
October 26, 2021 - 10:00 AM**

Scientific and Common Names	Qty	Arthur Weiler Inc.						Landworks Ltd.					
		2022 Cost/Tree & Planting	2022 Extended Cost	2023 Cost/Tree & Planting	2023 Extended Cost	2024 Cost/Tree & Planting	2024 Extended Cost	2022 Cost/Tree & Planting	2022 Extended Cost	2023 Cost/Tree & Planting	2023 Extended Cost	2024 Cost/Tree & Planting	2024 Extended Cost
Acer campestre (Hedge Maple)	5	\$350	\$1,750	\$365	\$1,825	\$370	\$1,850	\$1,024	\$5,120	\$1,178	\$5,890	\$1,354	\$6,770
Acer miyabei 'State Street' (State Street Miyabe Maple)	20	\$365	\$7,300	\$370	\$7,400	\$375	\$7,500	\$888	\$17,760	\$1,022	\$20,440	\$1,175	\$23,500
Acer rubrum 'Red Sunset'; Red Maple	20	\$365	\$7,300	\$370	\$7,400	\$375	\$7,500	\$888	\$17,760	\$1,022	\$20,440	\$1,175	\$23,500
Acer saccharum 'Green Mountain'(Green Mtn Sugar Maple)	20	\$370	\$7,400	\$375	\$7,500	\$380	\$7,600	\$904	\$18,080	\$1,040	\$20,800	\$1,196	\$23,920
Carpinus Caroliniana (American Hornbeam)	10	\$380	\$3,800	\$385	\$3,850	\$390	\$3,900	\$872	\$8,720	\$1,003	\$10,030	\$1,153	\$11,530
Celtis occidentalis (Common Hackberry)	20	\$365	\$7,300	\$370	\$7,400	\$375	\$7,500	\$888	\$17,760	\$1,022	\$20,440	\$1,175	\$23,500
Ginkgo biloba 'Princeton Sentry' (Princeton Sentry Ginkgo (male)	20	\$430	\$8,600	\$435	\$8,700	\$440	\$8,800	\$992	\$19,840	\$1,141	\$22,820	\$1,312	\$26,240
Gleditsia triacanthos inermis 'Skyline' (Skyline Honeylocust)	20	\$360	\$7,200	\$365	\$7,300	\$370	\$7,400	\$888	\$17,760	\$1,022	\$20,440	\$1,175	\$23,500
Gymnocladus dioicus 'Espresso' (Espresso Male Kentucky Coffeetree)	20	\$365	\$7,300	\$370	\$7,400	\$375	\$7,500	\$888	\$17,760	\$1,022	\$20,440	\$1,175	\$23,500
Ostrya virginiana (Ironwood)	10	\$385	\$3,850	\$390	\$3,900	\$395	\$3,950	\$888	\$8,880	\$1,022	\$10,220	\$1,175	\$11,750
Syringa reticulata 'Ivory Silk' (Ivory Silk Japanese Tree Lilac)	10	\$365	\$3,650	\$370	\$3,700	\$375	\$3,750	\$888	\$8,880	\$1,022	\$10,220	\$1,175	\$11,750
Tilia Americana 'Redmond' (Redmond Linden)	20	\$365	\$7,300	\$370	\$7,400	\$375	\$7,500	\$872	\$17,440	\$1,003	\$20,060	\$1,153	\$23,060
Quercus Bicolor (Swamp White Oak)	20	\$375	\$7,500	\$380	\$7,600	\$385	\$7,700	\$888	\$17,760	\$1,022	\$20,440	\$1,175	\$23,500
Ulmus x 'Accolade' (Accolade Elm)	20	\$360	\$7,200	\$365	\$7,300	\$380	\$7,600	\$872	\$17,440	\$1,003	\$20,060	\$1,153	\$23,060
<b>2022 Subtotal</b>			<b>\$87,450</b>		<b>\$88,675</b>		<b>\$90,050</b>		<b>\$210,960</b>		<b>\$242,740</b>		<b>\$279,080</b>
<b>Less 15% Contingent per Contract</b>			<b>\$13,118</b>						<b>\$31,644</b>				
<b>Totals</b>			<b>\$74,333</b>						<b>\$179,316</b>				

**VILLAGE OF LIBERTYVILLE  
CONTRACT/PROPOSAL FOR THE  
PARKWAY TREE PLANTING PROGRAM**

Full Name of Bidder Arthur Weiler Inc  
Principal Office \_\_\_\_\_  
Address 12247 W Russell Rd Zion, IL 60099  
Local Office Address Same as above  
Contact Person Arthur Weiler Telephone: 847-209-2010  
E-mail: Sales@weilernursery.com

TO: Village of Libertyville ("Owner")  
200 East Cook Avenue  
Libertyville, Illinois 60048-2090  
Attention: Paul Kendzior, P.E., C.F.M.  
Director of Public Works

*Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda (if any), which are securely stapled to the end of this Contract/Proposal.*

**1. Work Proposal**

- A. Contract and Work. If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work"
1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the (the "Work Site");
  2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
  3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates specified in this Contract/Bid;
  4. Taxes. Pay all applicable federal, state and local taxes.
  5. Miscellaneous. Do all other things required of Bidder by this Contract.
  6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in

full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

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

## 2. Contract Price Proposal

If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work in the fall of 2022 when optimal planting conditions are present, following Owner's acceptance of this Contract provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall perform the Work diligently and continuously. Work is to be completed before **November 22, 2022**.

This contract if approved by the Village of Libertyville is in effect for a period of one year and may be renewed per the rates of the submitted Price Proposal Form as set herein for two (2) subsequent one year periods (the "Renewal Periods") at the option of the Village. Said option to renew shall be exercised by the Village by the giving of written notice of its intention to renew to Bidder prior to the expiration of the then current term, Approval of the Bidder, and by approval of the Village Board. If subsequent year(s) contract is granted, yearly dates will change to correspond to completion dates.

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 nonresponsive 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:

- 85% of the contract sum upon completion of planting the trees and Village of Libertyville acceptance. 15% of contract sum 12 months after final tree planting acceptance, (per specified warranty terms).
- 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. Finance Assurance**

- A. Bonds. Each bidder's proposal shall be accompanied by a security deposit of at least 5% of the total Bidders price proposal in the form of a Bid Bond (Exhibit A). Bidder proposes, and agrees, that Bidder shall provide a Performance Bond (Exhibit E); on forms provided by, or otherwise acceptable to, Owner, from a surety company acceptable to Owner, each in the penal sum of the Contract Price, within 10 days following Owner's acceptance of this Contract.
- B. Insurance. Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Bidder, his agents, representatives, employees or subcontractors.

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 D)

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

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.

#### **4. 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.

#### **5. 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 State of Illinois 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. The current Prevailing Wages for Lake County can be found at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>.

## 6. 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 Status**

Corporation  State: Illinois

Partnership  State: \_\_\_\_\_

Individual Proprietorship: \_\_\_\_\_

Bidders Name: Arthur Weiler Inc

Doing Business as (if different): \_\_\_\_\_

Printed Name: Arthur Weiler

Signature: [Handwritten Signature]

Title/Position: President

Bidders Business Address:

12247 W. Russell Rd Zion, IL 60099

Telephone 847-746-2393 Fax 847-746-2390

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

Name	Title	Address
Arthur Weiler	President/owner	8830 184th Ave Pr. 3A, WI
Phaedra Weiler	Corporate Secretary	2214 SW 30 <sup>th</sup> ter Cape Coral, FL

CONTRACT ACCEPTANCE

PARKWAY TREE PLANTING PROGRAM

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Libertyville ("Owner") this \_\_\_\_ day of November, 2021 with \_\_\_\_\_. for Parkway Tree Planting Program at a cost not to exceed \$\_\_\_\_\_.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Owner of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

Village of Libertyville

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

Kelly A. Amidei  
Village Administrator

**EXHIBIT A**

**BID BOND**

**VILLAGE OF LIBERTYVILLE  
CONTRACT/BID FOR  
PARKWAY TREE PLANTING PROGRAM**

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

that

\_\_\_\_\_   
(HERE INSERT FULL NAME AND ADDRESS OF BIDDER)

as Principal, hereinafter called Bidder, and

\_\_\_\_\_   
(HERE INSERT FULL NAME AND ADDRESS OF SURETY)

as Surety, a corporation organized and existing under the laws of the State of \_\_\_\_\_ Illinois, hereinafter called Surety, are held and firmly bound unto Village of Libertyville, 118 West Cook Avenue, Libertyville, Illinois 60048, as Oblige, hereinafter called Owner, in the full and just sum of Dollars ( \$ \_\_\_\_\_ ), for the payment of which sum of money well and truly to be made, Bidder and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Bidder has submitted a Proposal dated \_\_\_\_\_, 2021, to Owner entitled Parkway Tree Planting Program (the "Contract/Proposal"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Bidder shall timely submit all additional information that is required of it and, if the Contract/Proposal shall be accepted by Owner, Bidder shall (1) timely submit all the Bonds and all the certificates of insurance required of it, (2) timely execute all other required documentation related to the Contract/Proposal, and (3) in all other respects, perform the agreement created by Owner's acceptance of the Contract/Proposal, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that the obligations of Surety under this bond shall be in no way impaired or affected by any extension of the time within which Owner may accept the Contract/Proposal, and Surety does hereby waive notice of any such extension.

Owner shall have no obligation to actually incur any expense or correct any deficient performance of Bidder in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or the heirs, executors, administrators or successors of Owner.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2021

Attest/Witness

PRINCIPAL

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attest/Witness:

SURETY:

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT B**  
**PARKWAY TREE PLANTING PROGRAM SPECIFICATIONS**

**Part I. General**

**I. Scope of Work**

Provide and install 100-200, 2" minimum caliper, quality trees in the Village of Libertyville ROW's leaving the worksite clean and in good order. Prevailing wages apply.

**II. Applicable Standards**

- A. *American National Standards for Tree Care Operations, ANSI A300-2005.*
- B. *American Standard for Nursery Stock, ANSI Z60.1-2004.*
- C. Manual of Woody Landscape Plants, Their Identification, Ornamental Characteristics, Culture, Propagation and Uses, By Michael A. Dirr, Copyright 1975; 2009 Edition. Stipes Publishing Co., Illinois

**III. Qualifications**

- A. Tree planting and related work shall be performed by a contractor with a minimum of five years of municipal tree planting experience specializing in this type of work.
- B. All plant material must be provided by a current State of Illinois, (IDA) certified nursery.
- C. The contractor must have an International Society of Arboriculture certified Arborist on staff.

**IV. Submittals**

- A. A copy of all submittals shall be provided with the bid quote.
- B. The tree planting contractor and supplier must provide a minimum of 5 municipal references.
- C. A copy of the most recent State of Illinois (IDA) nursery inspection must accompany all bid submittals.
- D. A copy of the International Society of Arboriculture certified Arborist certification of employee.

**V. Planting Season**

- A. All planting shall be completed no later than November 22nd or earlier if freezing weather is predicted.
- B. If special conditions exist that warrant a variance in the above planting dates, a written request shall be submitted to the Superintendent of Public Works stating the special conditions and the proposed variance. A written permission for the variance will be given if warranted in the opinion of the Superintendent of Public Works or his/her designee.

## VI. Utility Verification

- A. The contractor shall contact J.U.L.I.E. for verification of the location of all underground utility lines in the area of the work. The contractor is responsible to supply J.U.L.I.E. with all necessary required information for the locate sites. Only submit utility locates for tree plantings that can be accomplished in one week (Monday-Saturday). Supply list of daily planting locations a minimum of 72 hours prior to planting to the Village of Libertyville Superintendent of Public Works. Do not install any tree until the location has been marked. The contractor shall be responsible for all damage resulting from neglect or failure to comply with this requirement.

### Part 2. Materials

#### I. Trees

- A. Trees shall be true to species and variety specified and nursery-grown in accordance with good horticultural practices under climatic conditions similar to those in the locality of the project for at least two years. They shall have been freshly dug (during the most recent favorable harvest season).
1. All plant names and descriptions shall be as defined in Manual of Woody Plants (Michael A. Dirr)
  2. All plants shall be grown and harvested in accordance with the American Standard for Nursery Stock, ANSI Z60.1-2004.
  3. Plants shall have been grown within 100 miles of the Village of Libertyville.
- B. Unless specifically noted, all plants shall be of excellent quality, symmetrical, and so trained or favored in development and appearance as to be unquestionably and outstandingly excellent in form, compactness, and symmetry. They shall be sound, healthy, vigorous, well branched, and densely foliated when in leaf; free of disease and insects, eggs, or larvae; and shall have healthy, well-developed root systems. They shall be free from physical damage or other conditions that would prevent vigorous growth.
1. Trees with multiple leaders will be rejected. Trees with a damaged or crooked leader, crooked trunks, bark abrasions, sunscald, disfiguring knots, insect damage, or cuts of limbs over 20 mm (3/4 in.) in diameter that are not completely closed will be rejected.
- C. Plants shall conform to the measurements specified, except that plants larger than those specified may be used if approved by the Superintendent of Public Works or his/her designee. Use of larger plants shall not increase the contract price. If larger plants are approved, the root ball shall be increased in proportion to the size of the plant.
1. Caliper measurements shall be taken on the trunk 150 mm (6 in.) above the natural ground line for trees up to and including 100 mm (4 in.) in caliper. Plants that meet measurements but do not possess a standard relationship between height and spread, according to the American Standards for Nursery Stock, shall be rejected.
- D. Substitutions of plant materials may be considered. Submit proposed substitution trees on the bid sheet provided. Trees that typically grow thorns, fruits, nuts and

berries, evergreens, are multi-stemmed, Autumn Blaze Maples, Silver Maples and Ornamental Pear will not be considered as substitutions.

- E. The plant list at the end of this section is for the contractor's information only, and no guarantee is expressed or implied that quantities therein are correct or that the list is complete. The contractor shall ensure that all plant materials are included in his or her bid.
- F. All plants shall be labeled by plant name. Labels shall be attached securely to all plants when delivered. Plant labels shall be durable and legible, with information given in weather-resistant ink or embossed process lettering.
- G. Selection and Tagging
  - 1. Plants shall be subject to inspection for conformity to specification requirements and approval by the Superintendent of Public Works (or his/her designee) at their place of growth and upon delivery. Such approval shall not impair the right of inspection and rejection during progress of the work.
  - 2. All plants shall be selected and tagged by the Certified Arborist (or his/her designee) at their place of growth within 15 - 60 days of contract acceptance. The Village of Libertyville reserves the right to decline any and all trees after initial tagging for any reason including but not limited to changes in quantity. There will be no compensation to the bidder if changes in quantity occur.
- H. Ball and Burlap (B&B) Plant Materials
  - 1. All trees are to be B&B and shall be properly dug with firm, natural balls of soil retaining as many fibrous roots as possible, in sizes and shapes as specified in the American Standard for Nursery Stock ANSI Z60.1-2004. Balls shall be firmly wrapped with non-synthetic, decomposable burlap and secured with nails and heavy, non-synthetic, decomposable twine. The root collar shall be apparent at surface of ball. Trees with loose, broken, processed, or manufactured root balls will not be accepted.
  - 2. Trees will not be B&B until after tree orders have been placed with the bidder. Trees must be planted within 30 days of being B&B.
- I. Immediately after harvesting plants, protect from drying and damage until shipped and delivered to the planting site. Root balls shall be checked regularly and watered sufficiently to maintain root viability.
- J. Transportation and Storage of Plant Material
  - 1. Branches shall be tied with rope or twine only, and in such a manner that no damage will occur to the bark or branches.
  - 2. During transportation of plant material, the contractor shall exercise care to prevent injury and drying out of the trees. Should the roots be dried out, large branches broken, balls of earth broken or loosened, or areas of bark torn, the Superintendent of Public Works (or his/her designee), may reject the injured tree(s) and order them replaced at no additional cost to the owner. All loads of plants shall be covered at all times with tarpaulin or canvas. Loads that are not protected will be rejected.
  - 3. Plants must be protected at all times from sun or drying winds. Those that

cannot be planted immediately on delivery shall be kept in the shade, well protected with soil, wet mulch, or other acceptable material, and kept well-watered. Plants shall not remain unplanted any longer than three days after delivery. Plants shall not be bound with wire or rope at any time so as to damage the bark or break branches. Plants shall be lifted and handled with suitable support of the soil ball to avoid damaging it.

## **II. Materials for Planting**

- A. Mulch shall be shredded hardwood. Material shall be mulching grade, uniform in size, and free of foreign matter. Submit sample for approval.
- B. Tree Wrap:
  - 1. No tree wrap is required nor recommended.
- C. Fertilizer shall be organic, slow-release compositions whenever applicable.

## **Part 3. Execution**

### **I. Excavation of Planted Areas**

- A. Locations for trees will be marked by the Village of Libertyville.
- B. Protect adjacent walls, walks, turf and utilities from damage or staining by the soil. Use 12-mm (1/2 in.) plywood or plastic sheeting as needed to cover existing concrete, metal, masonry work and other items during the progress of the work.
  - 1. Clean up any soil or dirt spilled on any paved surface after each planting
  - 2. Clean up/remove excess soil or dirt on turf areas after each planting
  - 3. Maintain moisture conditions within the soils during installation to allow for satisfactory compaction. Suspend installation operations if the soil becomes wet. Do not place soils on wet or frozen subgrade.

### **II. Fine Grading**

- A. Grade the surface of all planted or lawn areas to meet the existing grades. Set grades at time of installation high enough relative to the type of soil and settlement anticipated so that the soil will be at the correct grades after a 12 month settlement period.
  - 1. Provide smooth transitions between slopes of different gradients and direction.
  - 2. Fill all dips and remove any bumps in the overall plane of the slope.

### **III. Tree Planting Operations**

- A. Tree shall be planted according to the guidelines of the American National Standards for Tree Care Operations, ANSI A300-2005.
- B. Plants shall be set on flat-tamped or unexcavated pads at the same relationship to finished grade as they were to the ground from which they were dug, unless otherwise noted on the drawings. Plants must be set plumb and braced in position

until topsoil or planting mix has been placed and tamped around the base of the root ball. Improper compacting of the soil around the root ball may result in the tree settling or leaning. Plants shall be set so that they will be at the same depth and so that the root ball does not shift or move laterally one year later.

*(NOTE: Proper planting depth requires the root flare to be at or slightly above the finished grade. It is important to determine how deep the root flare is in the ball before it is placed in the planting hole. Sometimes the top of the ball may need to be raised until the root flare is at the proper planting depth and excess soil must be removed from the top of the ball.)*

1. Determine the elevation of the root flare and ensure that it is planted at grade. This may require that the tree be set higher than the grade in the nursery.
  2. If the root flare is less than 50 mm (2 in.) below the soil level of the root ball, plant the tree at the appropriate level above the grade to set the flare even with the grade. If the flare is more than 50 mm (2 in) deep at the center of the root ball the tree shall be rejected.
- C. Lift plants only from the bottom of the root balls or with belts or lifting harnesses of sufficient width not to damage the root balls. Do not lift trees by their trunk or use the trunk as a lever in positioning or moving the tree in the planting area.
- D. Cut ropes or strings from the top of tree root balls after plant has been set. Remove burlap or cloth wrapping and any wire baskets from around top half of balls. Do not turn under and bury portions of burlap at top of ball.
- E. Set B&B trees in the hole with the best growth form and habit facing the street.
- F. Place native soil into the area around the tree, tamping lightly to reduce settlement.
1. For plants planted in individual holes in existing soil, add any required soil amendments to the soils, as the material is being backfilled around the plant. Ensure that the amendments are thoroughly mixed into the backfill.
  2. Ensure that the backfill immediately around the base of the root ball is tamped with foot pressure sufficient to prevent the root ball from shifting or leaning.
- G. Thoroughly water all plants immediately after planting. Apply water by hose directly to the root ball and the adjacent soil.
- H. Remove tags, (with the exception of the Libertyville tree tags), labels, strings, etc. from all plants.
- I. Remove any excess soil, debris, and planting material from the job site at the end of each planting.
- J. Form watering saucers 100 mm (4 in.) high immediately outside the area of the root ball of each tree.
- K. Supply watering instructions at all tree planting locations to residents. Watering instructions will be provided to the contractor by the Village of Libertyville.

#### **IV. Pruning**

- A. Plants shall not be heavily pruned at the time of planting. Pruning is required at planting time to correct defects in the tree structure, including removal of injured branches, waterspouts, suckers, and interfering branches. Healthy lower branches and interior small twigs should not be removed except as necessary to clear walks and roads. In no case should more than one-quarter of the branching structure be removed. Retain the normal or natural shape of the plant.
- B. All pruning shall be completed using clean, sharp tools. All cuts shall be clean and smooth, made at the branch bark ridge, with the bark intact with no rough edges or tears.
- C. Tree paint shall not be used.

#### **V. Mulching**

- A. All trees will be mulched with mulch previously approved by the Superintendent of Public Works (or his/her designee). Mulch depth will be 2"-3", mulch must not be placed within 8 cm (3 in.) of the trunks of trees.

#### **VI. Maintenance of Trees**

- A. Maintenance shall begin immediately after each tree is planted and continue until its acceptance has been confirmed by the Superintendent of Public Works.
- B. Maintenance shall consist of resetting plants to proper grades or upright position, restoring of the planting saucer and applying such sprays or other materials as necessary to keep plantings free of insects and diseases and in vigorous condition.

#### **VII. Acceptance**

- A. The Superintendent of Public Works (or his/her designee), shall inspect all work for acceptance upon written request of the contractor. The request shall be received at least four working days (Monday-Friday) before the anticipated date of inspection.
- B. Acceptance of plant material shall be for general conformance to specified size, character, and quality and shall not relieve the contractor of responsibility for full conformance to the contract documents, including correct species.
- C. Upon completion and re-inspection of all repairs or replacements necessary in the judgment of the Superintendent of Public Works; the Superintendent of Public Works shall certify in writing that the work has been accepted.

#### **VIII. Guarantee Period and Replacements**

- A. The guarantee period shall begin at the date of final planting acceptance.
- B. The contractor shall guarantee all plant material to be in healthy and flourishing condition for a period of one year from the date of acceptance.
- C. The contractor shall replace, without cost, as soon as weather conditions permit, and within a specified planting period, all plants determined by the Superintendent of Public Works (or his/her designee), to be dead or in an unacceptable condition during and at the end of the guarantee period. To be considered acceptable, plants shall be free of dead or dying branches and branch tips and shall bear foliage of normal

density, size, and color. Replacements shall exactly match the tree being replaced. Replacements shall be subject to all requirements stated in this specification.

- D. At the end of the guarantee, the contractor shall reset grades that have settled as requested by the Superintendent of Public Works or his/her designee.
- E. Claims by the contractor that the owner's maintenance practices or lack of maintenance resulted in dead or dying plants will not be considered if such claims have not been documented by the contractor and presented in writing to the Superintendent of Public Works during the guarantee period.

**IX. Final Inspection and Final Acceptance**

- A. At the end of the guarantee period and upon written request of the contractor, the Superintendent of Public Works (or his/her designee) will inspect all guaranteed work for final acceptance. The request to perform the final inspection shall be received in writing, at least five calendar work days before the anticipated date for final inspection. Upon completion and re-inspection of all repairs or renewals necessary in the judgment of the Superintendent of Public Works at that time, the Superintendent of Public Works shall certify in writing that the project has received final acceptance.

**X. Payment**

- A. Payment shall be made to the contractor as follows:
  - 1. 85% of the contract sum upon completion of planting of the trees.
  - 2. 15% of contract sum after final acceptance after 12 month warranty period.

**EXHIBIT C  
PRICE PROPOSAL FORM**

Your bid price is based on a per tree cost and should include all costs of supplying and planting the trees on Village Parkways per specifications provided. **Quantities listed are only estimated and may increase or decrease.**

Scientific and Common Names	Qty	2022 Cost per Tree With Planting	2022 Extended Cost for Trees	2023 Cost per Tree with Planting	2024 Cost per Tree with Planting
<i>Acer campestre</i> (Hedge Maple)	5	350	1750-	365	370
<i>Acer miyabei</i> 'State Street' (State Street Miyabe Maple)	20	365	7300-	370	375
<i>Acer rubrum</i> 'Red Sunset'; Red Maple	20	365	7300-	370	375
<i>Acer saccharum</i> 'Green Mountain' (Green Mtn Sugar Maple)	20	370	7400-	375	380
<i>Carpinus Caroliniana</i> (American Hornbeam)	10	380	3800	385	390
<i>Celtis occidentalis</i> (Common Hackberry)	20	365	7300-	370	375
<i>Ginkgo biloba</i> 'Princeton Sentry' (Princeton Sentry Ginkgo (male))	20	430	8600-	435	440
<i>Gleditsia triacanthos inermis</i> 'Skyline' (Skyline Honeylocust)	20	360	7200-	365	370
<i>Gymnocladus dioicus</i> 'Espresso' (Espresso Male Kentucky Coffeetree)	20	365	7300-	370	375
<i>Ostrya virginiana</i> (Ironwood)	10	385	3850-	390	395
<i>Syringa reticulata</i> 'Ivory Silk' (Ivory Silk Japanese Tree Lilac)	10	365	3650-	370	375
<i>Tilia Americana</i> 'Redmond' (Redmond Linden)	20	365	7300-	370	375
<i>Quercus Bicolor</i> (Swamp White Oak)	20	375	7500-	380	385
<i>Ulmus x</i> 'Accolade' (Accolade Elm)	20	360	7200-	365	380
<b>2022 Sub Total</b>			87,450-		
Less 15% Contingent per Contract			13,117.50		
		<b>Totals</b>	74,332.50		



## REVISED VILLAGE BOARD AGENDA SUPPLEMENT

**Meeting Date:** January 11, 2022

**Agenda Item:** Consideration of a Resolution Approving a Collective Bargaining Agreement with the International Union of Operating Engineers, Local 150 Public Employees Division

**Staff Recommendation:** Approve Resolution

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

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**Background:** Attached is the proposed Collective Bargaining Agreement for the Public Works International Union of Operating Engineers, Local 150 Public Employees Division. The current Collective Bargaining Agreement expired on April 30, 2021. Since this date, the union has been operating under the expired agreement. This agreement, if approved, will be retroactive to May 1, 2021, and will expire on April 30, 2025. Attached is a memorandum summarizing the changes to the agreement as well as the proposed collective bargaining agreement. The Union ratified this agreement on 12/9/2021.

Staff recommends approval of the attached resolution authorizing the Village Administrator to execute the agreement.

RESOLUTION NO. 22-R-

A RESOLUTION TO APPROVE A COLLECTIVE BARGAINING AGREEMENT  
WITH THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150  
PUBLIC EMPLOYEES' DIVISION

**WHEREAS**, the Village of Libertyville approved a Collective Bargaining Agreement with the International Union of Operating Engineers, Local 150 Public Employees Division on September 27<sup>th</sup>, 2017 for a period of 5 years ending on April 30, 2021; and

**WHEREAS**, during collective bargaining sessions, the respective parties agreed to terms for the period of May 1, 2021 – April 30, 2025 (Exhibit #1), and replacing all prior agreements with the International Union of Operating Engineers, Local 150 Public Employees Division.

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

**SECTION 1:** Recitals. The Village of Libertyville approves the Collective Bargaining Agreement with the International Union of Operating Engineers, Local 150 Public Employees Division, for the term of May 1, 2021 through April 30, 2025 (Exhibit #1) and replacing all prior agreements with the International Union of Operating Engineers, Local 150 Public Employees Division.

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

{signature page to follow}

PASSED this 11<sup>th</sup> day of January, 2022.

AYES:

NAYS:

ABSENT:

APPROVED this 12<sup>th</sup> day of January, 2022.

---

Donna Johnson, Village President

ATTEST:

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Luke Stowe, Village Clerk

## MEMORANDUM

To: Kelly Amidei, Village Administrator  
FROM: Ashley Engelmann, Deputy Village Administrator  
DATE: January 4, 2022  
SUBJECT: International Union of Operating Engineers, Local 150 Public Employees Division Agreement

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**Background:** The following is a list of the major Collective Bargaining issues discussed and tentatively agreed on during the recent International Union of Operating Engineers, Local 150 Public Employees Division bargaining sessions.

### **Wages**

Year	Adjustment
2021/2022	*See note
2022/2023	2.25%
2023/2024	2.25%
2024/2025	2.25%

\*A new 15-year wage scale is being implemented as part of the contract. The new 15-year scale will place current employees who are not at the top of the scale in the step that is closest to their salary as of April 30, 2021, that results in a wage increase of at least 2%. Employees at the top of the scale who do not receive an increase of at least 2% effective May 1, 2021, shall receive a one-time lump sum bonus, not added to base wages, that is the difference between their new wage rate and 2%. Wages will also be retroactive between May 1, 2021 and the date of ratification. The remaining wage increases in year two through four are 2.25% each year.

### **Summary of Agreed to Contract Changes**

- Adjustment to union dues language per the law
- Modification to the start time from Memorial Day to Labor Day each year from 7:00 a.m. to 6:30 a.m. to reduce the worktime outside in the heat
- Requirement that all employees in the bargaining unit must obtain a Class B Commercial Driver's License ("CDL") as a condition of employment within six months of their hire date
- Current employees who do not have their CDL must obtain it within 18 months of execution of the contract, if they do not their pay rate will be frozen until it is obtained
- Update to reflect the current cost of insurance premiums (health insurance is provided by Local 150)
- An allowance for the Village to re-open the contract if the cost of the union's insurance plan increases by more than 5% year-over-year

- New 15-year wage scale
- Employees who have an arborist certification or pool operator certification receive an additional \$1.00/hr added to their base pay (memorializes a prior side letter agreement)

The union voted on December 9, 2021 to ratify the proposed changes outlined within.

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 150  
PUBLIC EMPLOYEES DIVISION**

**AND**

**VILLAGE OF LIBERTYVILLE**

May 1, 2021 through April 30, 2025

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## **AGREEMENT**

This Collective Bargaining Agreement (“Agreement”) has been made and entered into by and between the Village of Libertyville, Illinois, (the “Village”) and the International Union of Operating Engineers, Local 150, Public Employees Division (the “Union”), on behalf of certain employees described in Article I.

## **PREAMBLE**

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

## **ARTICLE I**

### **UNION RECOGNITION/MANAGEMENT RIGHTS**

#### **SECTION 1.1: RECOGNITION**

The Village recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment on which it may lawfully bargain collectively for employees within the collective bargaining unit within the Village’s Department of Public Works, as certified by the Illinois State Labor Relations Board. Positions include Water System Operator, Equipment Mechanic I and II, Maintenance Technician and Supervisor.

#### **SECTION 1.2: NEW JOB TITLES/POSITIONS**

The Village shall notify the Union within fifteen (15) working days of its decision to

implement any and all new job titles/positions pertaining to work of a nature performed by employees within the bargaining unit. In the event there is a need for the establishment of new job titles/positions including rates of pay, there will be a meeting for the purpose of establishing such job titles/positions and rates by mutual agreement. Where agreement is not reached by the time work must be started, the Village may start work at the rate it believes proper. If the rate mutually agreed on differs from that established by the Village, such rate shall be retroactive to the start of work in the new job title/position. In case the parties cannot agree on wages, and/or terms and conditions of employment for a new job title/position, the parties agree that such matter(s) shall be subject to the arbitration provisions set forth in this agreement.

**SECTION 1.3: MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of the Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of their various aspects and to manage and direct employees, including the following: to determine the mission of the Village and its various departments; to determine the number and location of facilities and offices as well as the staffing and equipment for such offices and facilities; to determine whether and to what extent it will contract and/or subcontract for the provisions of any services and upon what terms and conditions such contracts will be entered into, pursuant to this Agreement; to plan, direct, control and determine all the operations and services of the Village and its various departments; to supervise and direct the working forces; to assign and transfer employees; to establish the qualifications of employment; determine the number of employees, and to employ employees; to schedule and assign work; to establish performance standards and objectives and from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services shall be provided or

purchased; to make, alter and enforce various reasonable rules, regulations, safety rules, orders, procedures and policies; to evaluate employees; to discipline, demote, suspend and discharge employees for just cause (probationary employees without just cause); to change, alter, modify, substitute or eliminate existing methods, equipment, uniforms or facilities; to hire employees and to promote employees; to lay off employees when necessary; to establish dress and appearance standards; and to determine the duties, responsibilities and work assignments of any position or job classification; provided, that the exercise of such management rights by the Village shall not conflict with the provisions of this Agreement. The Village expressly reserves the right under this Agreement to exercise all management rights set forth in Section 4 of the Illinois Public Labor Relations Act.

## **ARTICLE II**

### **UNION RIGHTS**

#### **SECTION 2.1: UNION ACTIVITY DURING WORKING HOURS**

Authorized agents of the Union shall have access to the Village's establishment with prior notice and approval by the Village for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, there is no interruption of the Village's working schedule. Upon receipt of approval by the appropriate supervisor, such approval not to be unreasonably denied, an employee shall be allowed to attend meetings with management and/or supervisors scheduled on work time. However, all employees are encouraged to resolve their problems with their supervisors directly and as promptly as possible. Any employee allowed to attend such meetings may be recalled to work if necessary.

#### **SECTION 2.2: TIME OFF FOR UNION ACTIVITIES**

Two (2) Local Representatives shall be allowed time off without pay up to one (1) week for legitimate Union business such as Union meetings, state or international conventions, provided such representatives give reasonable prior notice to their supervisor of such absence and shall be allowed such time off if it does not substantially interfere with the operating needs of the Village. The employee may utilize any accumulated time off (holiday, vacation days and compensatory time), in accordance with the provisions of this Agreement, in lieu of the employee taking such without pay.

**SECTION 2.3: UNION BULLETIN BOARD**

The Village shall provide space for one Union bulletin board at each work location. The board shall be for the sole and exclusive use of the Union.

**ARTICLE III**

**UNION DUES/FAIR SHARE CHECKOFF**

**SECTION 3.1: DEDUCTIONS**

The Village agrees to deduct from the pay of those employees who are Union member's Union membership dues, assessments, voluntary fair share payments and/or fees;

Requests for any of the above shall be made on a form provided by the Union and shall be made within the provisions of the State Salary and Annuity Withholding Act and/or any other applicable State statute.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a twice monthly basis at the address designated in writing by the Union. The Union shall advise the Village of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

**SECTION 3.2: HOLD HARMLESS**

The Union shall hold and save the Village harmless from any and all responsibility and claims in connection with the collection and disbursement of monies under this Article and Agreement.

#### ARTICLE IV

### HOURS OF WORK AND OVERTIME

#### SECTION 4.1: WORKDAY AND WORKWEEK

A. The workday is eight (8) hours, and the workweek is forty (40) hours.

B. The hours/workdays for bargaining unit employees shall be 7:00 a.m. to 3:30 p.m., with a one-half (1/2) hour unpaid lunch, Monday through Friday for all bargaining unit members. From Memorial Day until Labor Day each year, the hours of work shall be 6:30 a.m. to 3:00 p.m. with a one-half hour (1/2) unpaid lunch, Monday through Friday for all bargaining unit members. Employees shall be required to report, ready for work, to the workplace at the beginning of each shift. Additionally, where the requirements of the job dictate that employees work through their lunch period, employees may be allowed to leave work thirty (30) minutes early, with the prior consent of their immediate supervisor. The Village may change the start time for employees no earlier than 5:00 am, with at least 48 hours' notice to the employee(s). The Village agrees that this change will be infrequent in nature and is used for reasons such as safety purposes and to avoid extreme heat. Additionally, employees may volunteer to change their shift hours at the straight time rate of pay to accomplish certain tasks. Such change will be solely voluntary on the part of the employees.

C. Unless the job requirements prevent it, employees will be provided with one (1) paid fifteen (15) minute work break in the morning.

D. If unscheduled work is required during other than normal working hours, such as during snow events, and such work continues through normal meal times (assuming normal meal are approximately 6am, 12pm, 6pm) and work is expected to continue two (2) hours past a meal time, the Village will provide meals as set forth in the Village's Policy. The Deputy Director of Public Works or designee shall designate times employees can break for meals. Meals will not be provided by the Village for scheduled overtime.

#### SECTION 4.2: OVERTIME COMPENSATION

The compensation paid employees for overtime work shall be as follows:

A. Except as set forth elsewhere in this agreement, a bargaining unit employee shall be paid at one and one-half times the employee's regular hourly rate of pay when required to work in excess of 40 hours per week or outside his scheduled work hours. Overtime will be rounded up to the nearest ¼ hour.

B. Compensated time shall be counted as "time worked" for purposes of computing overtime compensation.

C. A bargaining unit employee shall be paid at two times their regular hourly rate of pay for all hours worked on the actual day of the holidays.

#### SECTION 4.3: OVERTIME DISTRIBUTION

It is agreed that the overtime work available to employees covered by this Agreement is typically of an emergency nature. The Village will assign overtime work to the employees who normally and customarily perform the work involved. It is the intention of the parties that to the degree practical,

overtime will be distributed equitably among the employees provided that those employees are qualified to perform the overtime work. Qualifications shall be determined by the employee's supervisor. If the full-time personnel who would have usually worked the overtime work refuses it or is unavailable, the employer may work non-bargaining unit Employer personnel on said overtime without violating the Agreement.

#### **SECTION 4.4: CALLBACK**

A callback is an unscheduled situation in which an off-duty employee is called in to work to perform necessary Village operations. Callback overtime does not include scheduled early call-in or being held over to the next shift or weekend duty. All callback overtime will begin upon arrival at work. Callbacks shall be compensated a minimum of three hours per occurrence at the appropriate overtime rate. If a second call comes in within the three hours of the initial callback, the employee will not be paid an additional three hours of callback pay, as long as the employee is still at work on the first call. If the employee has finished the first call and has left the North Avenue facility within the three hours and a second call comes in, the employee shall be compensated for a separate callback.

#### **SECTION 4.5: ON-CALL DUTIES**

The Village's on call assignments shall be as specified below:

A. On-Call and Holiday Duty. An assigned employee is on-call from Monday at 3:30 pm to the following Monday at 7:00 am. On call duty rotates on a weekly basis.

B. Streets & Utilities Responsibilities. On-Call employees (which rotate weekly amongst all employees in both Streets and Utilities) are responsible for all after hour calls during the week, and are required to report to work for two (2) hours on Saturday and two (2) hours on Sunday for which they receive hours of pay at 1.5 times their regular hourly rate of pay. If a designated Village holiday falls during an employee's on-call duty week, that employee is responsible for that holiday(s), will report to work for two (2) hours on that holiday(s), and will be paid for two (2) hours at 2x times their regular hourly rate of pay (in addition to the 8 hours of holiday pay). If an employee is called back at any time outside their normal hours of work the employee will receive callback pay in accordance with Section 4.4. As compensation for being on call for the week, employees shall receive three (3) hours of overtime per week (in addition to the weekend overtime work) effective upon ratification of this Agreement.

C. Fleet Services Responsibilities. An employee assigned to on-call duty shall receive a minimum of (3) three hours of compensation at 1.5 times the employee's current hourly rate of pay per week.

D. Parks Maintenance Responsibilities. One (1) assigned employee who performs parks maintenance functions will be on call from Monday at 3:30pm to the following Monday at 7:00am. This person is responsible for all after hour calls during the week pertaining to parks related operations. This on-call duty rotates on a weekly basis amongst all union staff. This person will also be required to work four (4) hours on the Sunday of their On-Call week for the time period of the Sunday after Memorial Day to the Sunday before November 1. This is for the purpose of Refuse pickup/Weekend Duty.

One (1) qualified maintenance technician with a Certified Pool Operator's license shall also be On-Call from the weekend of Memorial Day through Labor Day. When this person is due to work their regularly scheduled On-Call rotation during the afore-mentioned time frame they will only receive the normal On-Call pay as specified herein below.

If an employee is called back at any time outside their normal hours of work the employee will receive call back pay in accordance with section 4.4. As compensation for being On-Call for the week, employees shall receive three (3) hours of overtime per week in addition to the weekend overtime work.

It is the intention of the parties that bargaining unit members excluding supervisors shall be cross-trained in all aspects of public works and parks maintenance functions. As employees become cross-trained, they will become eligible for the rotation referenced above. It is the ultimate intent of the parties that all bargaining unit employees shall be given equal opportunities to be on call. It is also understood that employees may trade on call assignments with notice to the Village.

#### **SECTION 4.6: COMPENSATORY TIME**

In lieu of paid overtime, employees may opt to earn compensatory time off.

Compensatory time shall be granted in the minimum of fifteen (15) minute blocks. Employees may earn/accrue up to sixty (60) hours of compensatory time at any given time. Compensatory time cannot be scheduled before it is earned. An employee's use of accrued compensatory time shall be subject to the needs of the Village, with scheduling and approval by the Public Works Director or his designee. Employees may use a maximum of sixty (60) hours of compensatory time within a given year (365 days), starting and ending on their individual hiring anniversary date.

#### **SECTION 4.7: MANDATORY REST PERIOD**

Unless an Employee agrees otherwise, Employees will not be required to work more than sixteen (16) hours in a twenty-four (24) hour period without being allowed an eight (8) hour rest period on or off site at the employee's discretion.

#### **SECTION 4.8: NO PYRAMIDING**

Compensation or compensatory time shall not be paid more than once for the same hours under any provision of this Section or Agreement.

## ARTICLE V

### **SENIORITY**

#### **SECTION 5.1: SENIORITY DEFINED**

An employee's seniority shall be the period of the employee's most recent continuous regular full time employment within the Village. For the purposes of Layoff and Recall seniority shall be according to Exhibit B.

#### **SECTION 5.2: BREAKS IN CONTINUOUS SERVICE**

An Employee's continuous service record shall be broken by voluntary resignation, retirement, failure to return from a leave of absence and being absent for three (3) consecutive days without reporting off. However, if an employee returns to work in any capacity for the Village within twelve (12) months, the break in continuous service shall be removed from the employee's record but there shall be no credit for the time between periods.

#### **SECTION 5.3: SENIORITY LIST**

The Village shall maintain a seniority list which shall be furnished to the Union upon request.

#### **SECTION 5.4: PROBATIONARY EMPLOYEES**

An employee is probationary for the first twelve (12) months of employment. A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until the employee has completed their required probationary period. Upon such completion, the employee shall acquire seniority retroactively from the date of employment. During this period of probation, no grievance may be filed by or on behalf of such employee regarding discipline, dismissal, or layoff.

Non-supervisory bargaining unit employees who are promoted to bargaining unit

supervisory positions shall be required to serve a probationary period of six (6) months. If the employee is unable to complete the probationary period, the employee shall be permitted to return to their most recently held non-supervisory position, provided that the employee is still qualified to perform the duties of their former position.

## ARTICLE VI

### LAYOFF AND RECALL

#### **SECTION 6.1: DEFINITION AND NOTICE**

A layoff is defined as a reduction in bargaining unit jobs. The Village shall give the Union at least forty five (45) calendar days' notice of any layoffs.

#### **SECTION 6.2: GENERAL PROCEDURES**

In the event of a layoff, employees shall be laid off in inverse order of seniority, as defined in Article V, within job classification. In the event an employee is selected for layoff, the employee may exercise the right to bump into any classification or position (provided it is not a higher level position), provided that the employee has more seniority than any other person in that classification or position, and further provided that the employee is qualified to perform the duties of the position within five (5) working days, including obtaining any required licensing or certification(s). In this circumstance, the least senior employee in the position will then be laid off pursuant to the procedure set forth in the paragraph above, although the employee may then likewise exercise any bumping rights the employee might have under this Section. This procedure will be followed until any bumping rights are exhausted. Employees bumping into a position will be paid at the rate of the position that the employee bumps into, and not at the rate of the position that the employee bumps from.

#### **SECTION 6.3: RECALL OF LAID-OFF EMPLOYEES**

The names of laid-off employees shall be placed on a recall list for twenty-four (24) months. Employees shall be recalled in seniority order, provided that the employee is qualified to perform the duties of the position within five (5) working days, including obtaining any required licensing or certification(s). The Village shall notify the employee via certified mail to the employee's last known address with a copy to the Union that the employee is being recalled. If the employee fails to respond within fourteen (14) days from the date of receipt, the employee is deemed to have waived any entitlement to reemployment.

## ARTICLE VII

### **DISCIPLINARY PROCEDURES**

#### **SECTION 7.1: EMPLOYEE DISCIPLINE**

The parties recognize and agree that the Village has an obligation to its residents and business community to provide safe, adequate and qualified public services. The Village may discipline employees for off-duty conduct only where such conduct adversely affects the employee's performance of his work duties or ability to safely function with others in the department. A copy of all discipline notices shall be provided to the employee and the Union Business Representative (Agent).

Employees covered hereunder shall be disciplined for just cause. As a general rule, the Village agrees with the tenets of progressive discipline and shall have the right to invoke any of the following disciplinary measures:

- (A) Oral warning.
- (B) Written reprimand.
- (C) Suspension with or without pay.
- (D) Dismissal.

However, the Village shall retain the right to invoke discipline that it determines to be appropriate under the circumstances surrounding each individual incident giving rise to disciplinary action, provided just cause exists. Therefore, the Village may invoke either a suspension or dismissal without oral warning or written reprimand should the seriousness of the offense warrant suspension or dismissal without oral warning or written warning.

Prior to actual imposition of a suspension without pay, the employee will be afforded an opportunity to discuss the employee's views concerning the conduct causing such disciplinary action with the Director of Public Works or the Director's designee. In the case of termination, the employee will be given the opportunity to discuss the matter with the Village Administrator. Such discussion should take place as soon as practicable and not be unduly or unreasonably delayed, and the employee shall be informed clearly and concisely of the basis for such action.

**SECTION 7.2: RIGHT TO REPRESENTATION**

Prior to any disciplinary discussions with the employee, the employee may request that a Union steward be present during such discussions.

**ARTICLE VIII**

**GRIEVANCE PROCEDURE**

**SECTION 8.1: GRIEVANCE DEFINED**

A grievance is defined as any claim of violation of this Agreement.

**SECTION 8.2: PROCESSING OF GRIEVANCE**

Except for Step 1 and 2, grievances shall be processed only by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee is entitled to Union

representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

### **SECTION 8.3: GRIEVANCE STEPS**

#### **STEP ONE: DIRECTOR OF PUBLIC WORKS**

The Union or employee may submit a written grievance to the Director of Public Works within seven (7) calendar days of the event giving rise to the grievance or the Union's reasonable knowledge of the events giving rise to the grievance. The Director or the Director's designee shall schedule a conference within fourteen (14) calendar days of receipt of the grievance to attempt to adjust the matter. The Director/designee shall submit a written response within ten (10) business days of the conference. If the conference is not scheduled, the Director/designee shall respond to the grievance in writing within fourteen (14) calendar days of receipt of the appeal. If the Director/designee does not respond in a timely fashion, the grievance shall thereby be deemed as denied and the grievance may advance.

#### **STEP TWO: VILLAGE ADMINISTRATOR**

If the grievance remains unsettled at Step One, the Union or employee may advance the written grievance to the Village Administrator within fourteen (14) calendar days of the response in step one or when such response was due. The Village Administrator or the Administrator's designee shall schedule a conference within fourteen (14) calendar days of receipt of the grievance to attempt to adjust the matter. The Village Administrator/designee shall submit a written response within fourteen (14) calendar days of the conference. If the conference is not scheduled, the Village Administrator/designee shall respond to the grievance in writing within fourteen (14) calendar days of receipt of the appeal. If the Village Administrator/designee does not respond in a timely fashion, the grievance shall thereby be deemed as denied and the Union may move the grievance to the next step.

#### **STEP THREE: ARBITRATION**

If the grievance remains unsettled after the response in Step Two, either party may refer

the grievance to arbitration within fourteen (14) calendar days of the Step Two response. The party referring the matter to arbitration shall request either the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of arbitrators. The parties shall alternately strike the names of arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. Both parties shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the costs of its own witnesses.

Questions of procedural arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. If it is determined that the matter is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.

In the conduct of any arbitration under this Article, the rules and procedure governing the conduct of arbitration proceedings of the American Arbitration Association shall control, except where specifically limited by this Article. The arbitrator shall neither amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement.

The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of this Agreement or to use the expedited arbitration procedures of the American Arbitration Association.

If either party desires a verbatim record of the proceedings, it may cause such to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall equally pay for the expense of such.

Issue(s) presented to the arbitrator shall be limited to those issue(s) presented at Step Two unless otherwise agreed by the parties.

The arbitrator shall render a decision in writing to the parties within a reasonable time

following the close of the arbitration hearing or the submission date of briefs, whichever is later. The arbitrator shall support any and all findings with a written opinion. The decision and opinion shall be based solely on and directed to the issue presented. The award shall clearly direct the parties as to what action(s) must be taken in order to comply with the award. The arbitrator's decision shall be final and binding on the Village, employee, and Union, shall be within the scope and terms of this Agreement, and shall not change any of the terms of this Agreement.

**SECTION 8.4: GRIEVANCE FORMS**

The written grievance required under this Article shall be on a form which shall be provided by the Union, a copy of which is attached hereto as Exhibit A. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant and/or the Grievant's representative.

**SECTION 8.5: SETTLEMENTS AND TIME LIMITS**

Any grievance not appealed to the next succeeding step in writing and within the appropriate number of work days of the Village's last answer will be considered settled on the basis of the Village's last answer and shall not be eligible for further appeal.

**SECTION 8.6: UNION STEWARDS**

Three (3) duly authorized bargaining unit representatives shall be designated by the Union as Stewards. The Union will provide written notice to identify the Stewards.

**ARTICLE IX**

**LEAVES**

**SECTION 9.1: Holidays**

The Village recognizes seven (7) designated holidays. The following is the list of official Village holidays and shall be observed on the day stipulated below:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Whenever a holiday falls on Saturday, the preceding Friday shall be observed as the official Village holiday. When a holiday falls on a Sunday, the following Monday will be observed as the official Village holiday. Holidays will begin at midnight and end at 11:59 p.m. on the day observed as the official Village holiday. Employees who work on a Village designated holiday shall be compensated at a rate of two times the employee's regular hourly rate of pay in addition to the eight hours of straight time holiday pay.

**SECTION 9.2:      **Vacation****

Full-time employees accumulate vacation leave in the following manner:

After one full year of employment, an employee shall receive ten working days of vacation. An employee may request to utilize accrued vacation time after they have completed six (6) full months of consecutive employment. Employees shall continue to be eligible for ten days of vacation on an annual basis for their first five (5) years of employment.

After completing five (5) years of employment, an employee receives fifteen working days of vacation per year.

After completing thirteen (13) years of employment, an employee receives twenty working days of vacation.

After completing twenty (20) years of employment, an employee receives twenty-five working days of vacation per year.

The Village Administrator has the sole discretion to increase vacation accruals at time of hire or during an employee's tenure. A probationary employee begins accruing vacation leave on the employee's first day of employment, although the employee cannot use it until the completion of six (6) months of employment. Exceptions to this restriction will be considered on a case-by-case basis based on a recommendation from the department head, with final approval by the Village Administrator or the Administrator's designee.

An employee's use of his accrued vacation leave shall be subject to the needs of the Village, with scheduling and approval by the employee's department head or his designee, such approval and scheduling not to be unreasonably denied. Particular regard shall be given to the seniority of employees when selecting vacation. Holidays which occur during an employee's vacation shall be charged as holidays and not against the employee's accrued vacation leave balance. Carry over vacation should be taken during the employee's anniversary year. A regular full-time employee may carry over vacation leave up to a maximum of five (5) days unless authorized in writing by the Village Administrator. An employee who resigns or is discharged, will receive all accumulated vacation leave upon separation of employment with the Village. Any accumulated vacation leave will be paid out in a lump sum the pay period following the employee's last day of work.

**SECTION 9.3: Personal Days**

Full-time employees will receive six (6) personal days as of their anniversary date. Personal days are earned as of the employee's anniversary date and may not be carried over from year to year. New employees receive six (6) personal days on the first day of employment and thereafter on their anniversary date. An employee's use of personal days is subject to scheduling and approval by the Director of Public Works or his designee. Employees are encouraged to use personal days in a minimum of four (4) hour increments. The department head or his designee reserves the right

to deny the use of personal days if it may adversely affect Village operations. Unused personal days are not paid at separation of employment. In the event an employee resigns or is terminated during the first year of employment and has used all six personal days, the employee must reimburse the Village based on accruing one personal day every two months.

**SECTION 9.4: Leave Request**

The following applies to all personnel in the bargaining unit... Paid leave will only be granted if, in the opinion of the Deputy Director of Public Works, the Department's ability to adequately perform departmental operations will not be affected, such approval not to be unreasonably denied. Requests for paid leave must be submitted on the Leave Request Form. Listed below is the procedure to be followed with respect to leave requests.

1. An excused paid leave is time off (vacation, personal, and compensatory time only) granted with the understanding that the employee is excused from any call out.
2. An employee may request time off from their regular workday, but must notify the Superintendent if the employee will be available for call out after normal working hours.
3. A maximum of one (1) employee will be approved for excused paid leave during the same time period, unless otherwise approved by the Superintendent

It should be understood that all paid leave requests will be considered for approval based on the availability of manpower and the operational requirements of the Department. Leave requests should be submitted to the Superintendent. Employees shall list their first and second choices for leave. If more than one (1) paid leave request is received during the same period those with seniority (length of service) will be given first preference. Should a leave request conflict exist between two (2) or more employees; the employee that first put in the request will be given priority.

**SECTION 9.5: Sick Leave**

Sick leave is not a privilege which an employee may use at his discretion. Sick leave shall be allowed only for actual sickness or disability of the employee, or care for the employee's immediate family as provided for herein. Sick leave may not be converted into any other form of compensation, except as provided for herein.

Employees shall accumulate sick leave at the rate of one regular work day for each full month of employment. Sick leave may be accumulated to a maximum of two-hundred-forty (240) work days. Sick leave shall not be accumulated during any period an employee is laid off, serving a suspension in excess of thirty (30) calendar days or on an unpaid leave of absence unless otherwise required by state or federal law. There shall be no such limitation on the accumulation of sick leave due to work-related injuries or illnesses compensable under Workers' Compensation. Employees on paid leave will continue to accrue sick leave benefits.

Notice of absence due to illness or disability shall be given by the employee to the immediate supervisor as far in advance of starting time for the scheduled work period as is reasonably possible. The Director of Public Works shall have the authority to establish reasonable rules governing notification of an absence prior to the starting time of the work day on the day of the absence. During any period of illness or disability, an employee must contact his immediate supervisor on a daily basis to report an absence, unless the employee is directed otherwise by the Director of Public Works. Failure to report on a daily basis or as otherwise directed by the Director of Public Works may result in loss of pay and discipline, up to and including discharge.

An employee shall not engage in any other employment during the time that the employee is using accrued sick leave. Time off taken as sick leave, which is attributable to a serious health condition for the employee, will run concurrently with Family and Medical Leave and will count towards the twelve (12) week entitlement.

When an employee uses more than three consecutive sick leave days, the Village may require a certificate from a physician to: attest to the illness or disability; and/or attest that the employee is fit to return to duty. When an employee is reasonably suspected of sick leave abuse, the Village retains the right to require an employee to see a physician of the Village's choice, at the Village's expense. Sick leave abuse will not be condoned by the Village or the Union and shall be cause for discipline, up to and including discharge.

Employees are encouraged to avoid scheduling medical and dental appointments during work hours. If such appointments cannot be scheduled outside of the employee's regular work hours, accumulated sick leave or other forms of accumulated leave may be used subject to the operational needs of the department and with prior supervisory approval, such approval not to be unreasonably denied.

The Village has established a Retiree Health Savings (RHS) program to pay for health insurance costs during retirement. An employee who retires with 20 years of consecutive employment and at least 720 hours of accrued sick leave is eligible to receive a contribution to their RHS account on a tax-exempt basis to the extent permitted by federal, state and local regulations. Participation in the RHS is mandatory for all employees. Maximum contributions will be: effective May 1, 2010 up to 765 hours compensation\*. In no event will the payment of accrued sick leave exceed the actual amount of accrued sick leave of the employee.

An employee may use accrued sick leave in the event of an illness or disability involving a member of his immediate family. Leave may be granted provided one or more of the following circumstances exist: it is necessary or required that the employee provides care to that immediate family member; it is necessary for the employee to take an immediate family member to a medical facility for care or treatment. This includes being present during and immediately

after initial care or treatment; or requiring the employee to report to work would cause a serious hardship on the family member. Each request for this family sick leave must state the nature of the illness or disability and shall be considered on a case-by-case basis by the Director of Public Works. Verification that sick leave was used for its intended purpose within this subsection for any absence, regardless of term, must be furnished by the employee if requested by the Director of Public Works. Failure to provide verification shall be grounds for leave of absence without pay and disciplinary action, up to and including discharge. Time off taken as sick leave, which is attributable to a serious health condition of an immediate family member, will run concurrently with Family and Medical Leave and will count towards the twelve (12)-week entitlement.

Employees who are injured on the job and unable to work may be eligible for Workers' Compensation benefits. An employee who sustains a work-related illness or injury which has been determined to be compensable under the Workers' Compensation Act shall be compensated in the following manner:

The Village will provide compensation to an employee who is unable to work in any capacity which, together with Workers Compensation payments, is equal to his regular salary for a period not to exceed twelve (12) months.

During this twelve month period, the employee will continue to be eligible to receive general wage adjustments, insurance and accrue benefits as provided elsewhere within this Agreement. Time off attributable to a work-related illness or injury will run concurrently with Family and Medical Leave and will count towards the twelve (12)-week entitlement. If an employee is unable to return to work in any capacity at the end of the twelve (12)-month period, the Village Administrator may review the employee's status regarding continued compensation. This review will be performed on a case-by-case basis and may result in the employee receiving

compensation equal to 66 % of his salary as mandated by state law. The decision of the Village Administrator is final.

If an employee is unable to return to work at the end of the twelve (12)-month period, the employee may elect to either:

Use accrued leave time in order to continue to receive compensation in addition to any continued Workers Compensation payments. Apply for disability benefits with his respective pension plan. An employee should check the rules of his respective pension plan regarding disability benefits. After the Village ceases to pay any compensation to the employee, any continuing Workers Compensation payments shall be remitted directly to the employee, as well as any settlement for a partial or permanent disability. There will be no other benefits provided to the employee except for those set forth in this section. Once the employee has exhausted these benefits, the employee will not be entitled to any additional benefits. Under no circumstances shall compensation be paid in excess of the employee's regular salary.

In the event that the employee's injury is determined not to be compensable under Workers' Compensation, the employee shall use accrued leave time in order to receive compensation. After an employee has exhausted his accrued leave time and any FMLA benefits, the employee may apply for disability benefits with the employee's respective pension plan.

\*(Village's sick leave buy back benefit will no longer be offered for employees hired after 6/1/12 per Section 11.4)

**SECTION 9.6: Jury Duty Leave**

An employee must submit a copy of his jury duty notice to the Director of Public Works immediately upon receipt and shall be granted a leave of absence for required jury duty. An employee shall forfeit jury duty pay to the Finance Department and then shall receive his regular

salary for the period of jury duty. No overtime will be paid for any jury duty. An employee may retain payment for mileage, parking and other out-of-pocket expenses reimbursed through the court system. An employee is entitled to retain jury duty pay when such duty is served on a regularly-scheduled day off.

An employee required to appear in court on behalf of the Village will receive his regular pay minus any remuneration. Any remuneration provided to the employee must be turned over to the Village of Libertyville. A non-exempt employee required to appear in court past his regular work day will be compensated at one and a half (1.5) times his regular hourly rate of pay. An employee who must appear in court for personal legal issues must use his available leave time.

**SECTION 9.7: Military Leave**

Military leave shall be provided in accordance with applicable law.

**SECTION 9.8: Funeral Leave**

An employee shall be eligible for paid bereavement leave if attending the funeral of a family member in accordance with the following schedule: Up to three (3) regular work days. For purposes of bereavement leave, family member is defined as the employee's spouse, children (including stepchildren) mother, father, brother and sister, (including step brother and step sister), mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, (and any relative living within the employee's home who was under the care of the employee at the time of death). Upon recommendation of the Village Administrator, this period may be extended through the use of vacation leave or compensatory time for unusual circumstances. Extension of this policy to non-family members is subject to the approval of the Village Administrator. In the event of a death outside of the employee's family as defined above, the employee may use other accrued leave time or leave of absence without pay, subject to the approval of the Director of Public Works.

**ARTICLE X**

**LABOR MANAGEMENT CONFERENCES**

**SECTION 10.1: LABOR-MANAGEMENT CONFERENCES**

In the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Village representatives when appropriate. Such meetings shall be at a time mutually agreed upon by the parties, and shall be limited to:

- (A) Discussion of the implementation and general administration of this Agreement;
- (B) A sharing of general information of interest to the parties;
- (C) The identification of possible health and safety concerns.

A Union representative and/or Union Stewards may attend these meetings. The Village may assign appropriate management personnel to attend.

**SECTION 10.2: PURPOSE**

Such meetings shall be exclusive of the grievance procedure. Such meeting shall be chaired by the Village representative and there shall be no loss of wages for attendance by Union Stewards and/or affected bargaining unit employees. Grievances and arbitrations shall not be discussed at such meetings.

**SECTION 10.3: PROTECTIVE CLOTHING**

The Village shall provide all necessary items of protective clothing and safety gear, including but not limited to hip boots, rain gear, safety vests, hard hats, ear protection, chaps, gloves, cold weather gear and safety glasses.

These Village issued items are to be used strictly for Village operations and shall not be used outside of work. Replacement of these items will be authorized by the Deputy Director of Public Works or designee upon inspection of the worn out protective gear/clothing confirming that

replacement is justified and the old item is turned in. Bargaining unit employees are responsible for replacing items that are lost.

## ARTICLE XI

### MISCELLANEOUS PROVISIONS

#### SECTION 11.1: UNIFORMS

Full time maintenance employees have an on-site washer and dryer to use to clean uniforms. Short sleeve standard issue T-shirts will be provided by the Village and will be washed and maintained by the employee. Uniforms are required to be properly worn at all times while on duty.

The Water System Operators and Fleet Services Mechanics are allowed the choice of five (5) navy blue polo shirts, (5) five safety yellow t-shirts or a combination of the former and latter annually. All other full time maintenance employees will be issued five (5) safety yellow t-shirts annually. Any other combination of shirts purchased for personnel must be approved by the Director of Public Works or his designated representative.

In the interest of employee comfort during hot weather, shorts will be permitted to be worn between May and September. Wearing of shorts places a great deal of responsibility on the employee to use common sense and good judgment. Employees must have proper leg protection apparel (Village issued long pants or overalls) available at the job site in the event it is necessary to perform or undertake a hazardous task during the workday.

Uniform shirts are required to be worn at all times; either long or short sleeves depending on the weather or type of work activity. It is recommended that Village issued shirts be worn tucked in. Altering of uniforms (i.e. cut off sleeves or pant legs) is not authorized.

Hats, if worn, shall be of standard department issue. Hats should only be worn backwards

as a matter of necessity.

Maintenance employees are required to wear safety steel toe boots while on duty unless otherwise authorized by the division head. Employees are provided reimbursement for safety boot purchase based on approved budget amounts. The superintendent will verify that replacement is warranted and reimbursement will be authorized upon proof of purchase. Employees are encouraged to purchase safety boots at a location where the Village has an existing account. Full time maintenance employees may receive a maximum boot allowance up to three hundred (\$300.00) dollars annually.

Wearing of Village uniforms when off duty and for leisure wear is not allowed.

Village supplied jackets/coats shall be worn by maintenance employees and other authorized employees as weather dictates.

Maintenance employees and other designated employees shall be supplied with Personal Protective Equipment, P.P.E. (i.e. waterproof boots, rain gear, coveralls, and gloves) as needed for purpose of employee protection and safety. Replacement of these items will be authorized upon inspection by the division and/or assistant division head of the worn out equipment, approval that replacement is justified and turn-in of old equipment.

Weekend Duty personnel must wear the Village uniform per policy and procedures listed above when performing work tasks beyond the normal working hours.

## **SECTION 11.2: LICENSE/CERTIFICATION REIMBURSEMENT**

The Village shall reimburse all employees to carry any licenses and/or certifications a) by the job description for the job they hold with the Village; or b) as the Village may otherwise require the cost of the license/certification, and any renewals or necessary endorsements and professional affiliations.

**SECTION 11.3: DRUG AND ALCOHOL TESTING**

The drug & alcohol policy in effect for all bargaining unit employees required to have a Commercial Driver's License is made part of this agreement and is incorporated by reference. Application of this policy is subject to the Grievance Procedure.

**SECTION 11.4: MAINTENANCE OF ECONOMIC BENEFITS**

All benefits that are not set forth in this Agreement and are available to the Village's non-union employees generally will be provided under same terms and conditions as offered to the Village's non-union employees as the Village may in its sole discretion determine from time to time. However, the Village's sick leave buy back benefit will no longer be offered for employees hired after 6/1/12. This provision shall not apply to any salaries, bonuses or other cash compensation unless specified elsewhere in the contract.

**SECTION 11.5: CDL LICENSES**

Employees shall obtain as a condition of employment a Class B Commercial Driver's License. New employees must obtain their Class B Commercial Driver's license within six months of their hire date. The Director may, in his sole discretion, extend this deadline.

Current employees who do not yet have their Class B Commercial Driver's License must obtain their Class B CDL within eighteen (18) months of contract ratification. The Director may, in his discretion, extend this deadline. If the deadline is extended, the employee's pay rate will be frozen until the CDL is obtained.

**ARTICLE XII**

**CONTRACTING OUT AND SUBCONTRACTING**

The decision to contract or subcontract remains vested in the Village. Upon deciding to subcontract beyond current practices and except in case of an emergency, the Village agrees to provide to the Union notice of the subcontracting and shall, upon the Union's timely request, meet and discuss with the Union the impact of the decision to subcontract. Failure to timely request such meeting shall act as a waiver of the Union's rights.

### **ARTICLE XIII**

#### **NON-DISCRIMINATION**

##### **SECTION 13.1: PROHIBITION AGAINST DISCRIMINATION**

Both the Village and the Union agree not to discriminate against any employee on the basis of the employee's race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable dismissal from military service. Rights of employees pursuant to this Article may be grieved but cannot be arbitrated.

##### **SECTION 13.2: UNION ACTIVITY**

The Village and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union. Violations of this Section may be either grieved through arbitration or processed through other competent jurisdictions.

**ARTICLE XIV**

**NO STRIKE/NO LOCKOUT**

**SECTION 14.1: NO STRIKE**

During the term of this Agreement, the Union shall not call a strike.

**SECTION 14.2: NO LOCKOUT**

During the term of this Agreement, the Village shall not lockout any bargaining unit employees.

**ARTICLE XV**

**FILLING OF VACANCIES**

**SECTION 15.1: POSTING**

Whenever the Village determines there is a vacancy in an existing job classification or that a new bargaining unit job has been created, a notice of such vacancy shall be posted on all bulletin boards for ten (10) working days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so.

**SECTION 15.2: FILLING OF VACANCIES**

When vacancies occur in the bargaining unit, the Village will fill those vacancies by employing the most senior employee who meets the qualifications for the position. If the Village determines that no bargaining unit employee meets the qualification for the position, the Village may interview and hire outside applicants.

When vacancies occur in the Supervisor position, the Village will fill those vacancies by employing the applicant that is most qualified for the position. The Village will first interview and consider internal candidates. Should the Village determine that there is no suitable internal

candidate, the Village will seek external candidates. Should there be two or more internal candidates that are qualified for the position, the Village will select the most senior applicant.

## **ARTICLE XVI**

### **INSURANCE**

Insurance coverage shall be provided exclusively by the Midwest Operating Engineers Local 150 Health and Welfare Fund (the "Fund").

Effective the date of contract ratification by both parties, the Village agrees to pay \$2,436.00 per month for employees who elect family coverage, \$1,597.00 per month for employees who elect single plus one coverage, and \$799.00 per month for employees who elect single coverage said amounts to be paid towards the union's health and dental insurance benefits for eligible bargaining unit employees. Each May 1 thereafter during the term of this agreement, health insurance premiums may increase up to ten (10%) percent over the previous year's premium, or the premium rate set forth by the actuaries for the Fund, whichever is lower. .

The Village may reopen negotiations for cost offsets if the cost of the Union's insurance plan increases by more than 5% year-over-year.

All bargaining unit employees must select the Union plan and will not be permitted to return to the Village's plan during the life of this contract. The Village agrees to continue its life insurance plan for bargaining unit employees.

## **ARTICLE XVII**

### **WAGE RATES**

Wage Schedule is attached as Exhibit C. The parties recognize that the current bargaining agreement is transitioning from a 20-step wage scale to a 15-step wage scale effective May 1,

2021. Under the new wage scale, on May 1, 2021, current employees who are not at top-of-scale shall be placed in the step that is closest to their salary as of April 30, 2021, that results in a wage increase of at least 2.00%. Employees at top-of-scale who do not receive an increase of at least 2.00% effective May 1, 2021, shall receive a one-time lump sum bonus, not added to base wages, that is the difference between their new wage rate and 2.00%. The parties agree and understand that this is a one-time bonus that will not be repeated in future years. Wage increases shall be retroactive to May 1, 2021, for current employees and for employees who retired between May 1, 2021, and the date of ratification.

All step increases shall be annually, following a performance evaluation, starting with the employee's date of hire. The employee shall receive their full step increase with the fulfillment of a satisfactory evaluation stating achievement of minimum job requirements. If an employee fails to meet minimum job requirements (fails to "meet standards"), the employee shall not receive a step increase.

The Village also reserves the right to place a newly hired employee anywhere within the step plan set forth in Exhibit C based upon that employee's qualifications and experience as determined by the Village in its sole discretion. Such decisions shall not be subject to the parties' grievance procedure.

Any employee who is certified as an arborist and who is designated by the Village to work in that capacity shall receive an additional \$1.00 per hour added to their base pay.

Any employee who is a certified pool operator and who is designated by the Village to work in that capacity shall receive an additional \$1.00 per hour added to their base pay rate.

**ARTICLE XVIII**

**SAVINGS CLAUSE**

In the event any Article, Section, or portion of this Agreement shall be held invalid and unenforceable by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof specifically specified in the board, court or agency decision; and upon issuance of such a decision, the Village and Union agree to notify one another and to begin immediately negotiations on a substitute for the invalidated Article, Section or portion thereof.

**ARTICLE XIX**

**ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire Agreement between the parties and concludes the collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Village as provided in the management rights clause, Article I. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. Accordingly, the Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, so long as said issue was or should have been known to either party at the time this Agreement is signed.

**ARTICLE XX**

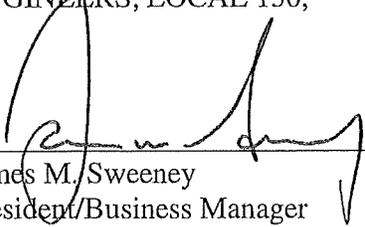
**TERMINATION**

This Agreement shall be effective when ratified by both parties and shall remain in full force and effect until the 30<sup>th</sup> day of April, 2025. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date, unless mutually agreed.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2021 in the Village of Libertyville, ILLINOIS.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 150,

VILLAGE OF LIBERTYVILLE

  
\_\_\_\_\_  
James M. Sweeney  
President/Business Manager

\_\_\_\_\_

  
\_\_\_\_\_  
Deanna Distasio

# EXHIBIT A

# GRIEVANCE

Use additional sheets if necessary

Grievant's Name:

Date Filed:

## STEP ONE

Date of Incident or Date Grievant knew of Facts Giving Rise to Grievance:

Article(s) & Section(s) of Contract Violated: Including, but not limited to,

Brief Statement of Facts:

Remedy Sought:

any and all other appropriate remedies.

Given To:

Time and Date:

Grievant's Signature

Representative's Signature

## EMPLOYER'S STEP ONE RESPONSE

Employer's Representative Signature

Position

Response Recipient

Date

## STEP TWO

Given To:

Date and Time:

Grievant's Signature

Representative's Signature

## EMPLOYER'S STEP TWO RESPONSE

Employer Representative Signature

Position

Response Recipient

Date

**STEP THREE**

Reason for Advancing Grievance:

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Given To:

Date and Time:

Grievant's Signature

Representative's Signature

**EMPLOYER'S STEP THREE RESPONSE**

Employer Representative Signature

Positions

Response Recipient

Date

**STEP FOUR**

Reasons for Advancing Grievance:

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Given To:

Date and Time:

Grievant's Signature

Representative's Signature

**EMPLOYER'S STEP FOUR RESPONSE**

Employer Representative Signature

Position

Response Recipient

Date

# EXHIBIT B

SENIORITY LIST SOLELY FOR THE DEFINED PURPOSES OF  
SECTION 5.1 SENIORITY DEFINED

**EXHIBIT B**

11/2/1987	Lambert	Jeff
11/18/1991	Goodrich	Jeff
7/27/1998	Dan	Brian
6/4/2001	Dodge	Fred
4/2/2002	Beake	Chuck
8/29/2005	Owens	Jeff
5/5/2008	Portwich	Phil
11/16/2011	Toll	Mike
5/1/2012	Conley	Mike
1/25/1999	Elliott	Steve
10/19/1998	Heurich	Dave
5/1/2000	Ayala	Rosalio
5/1/2005	Valencia	Jose
11/1/2005	Whitescarver	Dave
8/17/2018	Pierantoni	Mark
11/1/2018	Wargo	Jayson
11/4/2019	Woertz	Jeremy
1/13/2020	Marsala	Sam
4/5/2021	Loyd	Trevor
7/19/2021	Laibly	Blake
10/4/2021	Zamora	Alonzo
10/28/2021	Di Paolo	Andre
1/4/2022	Kidd	Garret

# EXHIBIT C

5/1/2021 - 4/30/2022															
Title	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Maintenance Technician	\$50,276.88	\$51,533.80	\$52,822.15	\$54,142.70	\$55,496.27	\$56,883.67	\$58,305.77	\$59,763.41	\$61,257.50	\$62,788.93	\$64,358.66	\$65,967.62	\$67,616.81	\$69,307.23	\$71,039.92
Equipment Mechanic 1	\$59,763.06	\$61,257.14	\$62,788.56	\$64,358.28	\$65,967.24	\$67,616.42	\$69,306.83	\$71,039.50	\$72,815.49	\$74,635.87	\$76,501.77	\$78,414.31	\$80,374.67	\$82,384.04	\$84,443.64
Equipment Mechanic 2	\$62,786.84	\$64,356.51	\$65,965.42	\$67,614.56	\$69,304.92	\$71,037.55	\$72,813.49	\$74,633.82	\$76,499.67	\$78,412.16	\$80,372.46	\$82,381.78	\$84,441.32	\$86,552.35	\$88,716.16
Water System Operator	\$59,763.06	\$61,257.14	\$62,788.56	\$64,358.28	\$65,967.24	\$67,616.42	\$69,306.83	\$71,039.50	\$72,815.49	\$74,635.87	\$76,501.77	\$78,414.31	\$80,374.67	\$82,384.04	\$84,443.64
Supervisor	\$70,334.73	\$72,093.10	\$73,895.43	\$75,742.81	\$77,636.38	\$79,577.29	\$81,566.72	\$83,605.89	\$85,696.04	\$87,838.44	\$90,034.40	\$92,285.26	\$94,592.39	\$96,957.20	\$99,381.13
5/1/2022 - 4/30/2023															
Title	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Maintenance Technician	\$51,408.11	\$52,693.31	\$54,010.65	\$55,360.91	\$56,744.93	\$58,163.56	\$59,617.65	\$61,108.09	\$62,635.79	\$64,201.68	\$65,806.73	\$67,451.89	\$69,138.19	\$70,866.65	\$72,638.31
Equipment Mechanic 1	\$61,107.73	\$62,635.42	\$64,201.31	\$65,806.34	\$67,451.50	\$69,137.79	\$70,866.23	\$72,637.89	\$74,453.83	\$76,315.18	\$78,223.06	\$80,178.64	\$82,183.10	\$84,237.68	\$86,343.62
Equipment Mechanic 2	\$64,199.54	\$65,804.53	\$67,449.65	\$69,135.89	\$70,864.28	\$72,635.89	\$74,451.79	\$76,313.08	\$78,220.91	\$80,176.43	\$82,180.84	\$84,235.36	\$86,341.25	\$88,499.78	\$90,712.27
Water System Operator	\$61,107.73	\$62,635.42	\$64,201.31	\$65,806.34	\$67,451.50	\$69,137.79	\$70,866.23	\$72,637.89	\$74,453.83	\$76,315.18	\$78,223.06	\$80,178.64	\$82,183.10	\$84,237.68	\$86,343.62
Supervisor	\$71,917.26	\$73,715.19	\$75,558.07	\$77,447.02	\$79,383.20	\$81,367.78	\$83,401.97	\$85,487.02	\$87,624.20	\$89,814.80	\$92,060.17	\$94,361.68	\$96,720.72	\$99,138.74	\$101,617.21
5/1/2023 - 4/30/2024															
Title	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Maintenance Technician	\$52,564.79	\$53,878.91	\$55,225.88	\$56,606.53	\$58,021.70	\$59,472.24	\$60,959.04	\$62,483.02	\$64,045.10	\$65,646.22	\$67,287.38	\$68,969.56	\$70,693.80	\$72,461.15	\$74,272.68
Equipment Mechanic 1	\$62,482.65	\$64,044.72	\$65,645.84	\$67,286.98	\$68,969.16	\$70,693.39	\$72,460.72	\$74,272.24	\$76,129.05	\$78,032.27	\$79,983.08	\$81,982.66	\$84,032.22	\$86,133.03	\$88,286.35
Equipment Mechanic 2	\$65,644.03	\$67,285.13	\$68,967.26	\$70,691.44	\$72,458.73	\$74,270.20	\$76,126.95	\$78,030.13	\$79,980.88	\$81,980.40	\$84,029.91	\$86,130.66	\$88,283.93	\$90,491.03	\$92,753.30
Water System Operator	\$62,482.65	\$64,044.72	\$65,645.84	\$67,286.98	\$68,969.16	\$70,693.39	\$72,460.72	\$74,272.24	\$76,129.05	\$78,032.27	\$79,983.08	\$81,982.66	\$84,032.22	\$86,133.03	\$88,286.35
Supervisor	\$73,535.40	\$75,373.78	\$77,258.13	\$79,189.58	\$81,169.32	\$83,198.56	\$85,278.52	\$87,410.48	\$89,595.74	\$91,835.64	\$94,131.53	\$96,484.82	\$98,896.94	\$101,369.36	\$103,903.59
5/1/2024 - 4/30/2025															
Title	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Maintenance Technician	\$53,747.50	\$55,091.19	\$56,468.47	\$57,880.18	\$59,327.18	\$60,810.36	\$62,330.62	\$63,888.89	\$65,486.11	\$67,123.26	\$68,801.34	\$70,521.38	\$72,284.41	\$74,091.52	\$75,943.81
Equipment Mechanic 1	\$63,888.51	\$65,485.73	\$67,122.87	\$68,800.94	\$70,520.96	\$72,283.99	\$74,091.09	\$75,943.36	\$77,841.95	\$79,788.00	\$81,782.70	\$83,827.26	\$85,922.95	\$88,071.02	\$90,272.80
Equipment Mechanic 2	\$67,121.02	\$68,799.05	\$70,519.03	\$72,282.00	\$74,089.05	\$75,941.28	\$77,839.81	\$79,785.81	\$81,780.45	\$83,824.96	\$85,920.59	\$88,068.60	\$90,270.32	\$92,527.07	\$94,840.25
Water System Operator	\$63,888.51	\$65,485.73	\$67,122.87	\$68,800.94	\$70,520.96	\$72,283.99	\$74,091.09	\$75,943.36	\$77,841.95	\$79,788.00	\$81,782.70	\$83,827.26	\$85,922.95	\$88,071.02	\$90,272.80
Supervisor	\$75,189.95	\$77,069.69	\$78,996.44	\$80,971.35	\$82,995.63	\$85,070.52	\$87,197.29	\$89,377.22	\$91,611.65	\$93,901.94	\$96,249.49	\$98,655.73	\$101,122.12	\$103,650.17	\$106,241.43

September 21, 2017

**Re: Side Letter of Agreement Between the Village of Libertyville and the International Union of Operating Engineers Local 150 regarding Prolonged Weather Events**

Whereas the parties, Village of Libertyville (hereinafter "Village") and International Union of Operating Engineers Local 150 (hereinafter "Union") have entered into a Collective Bargaining Agreement (hereinafter "CBA") effective May 1, 2021 through April 30, 2025; and

Whereas the parties recognize that during prolonged weather events, which may include snow removal and ice control or any other prolonged weather related event, and which for the purposes of this Side Letter of Agreement shall be defined as those that exceed twelve (12) to (16) hours in duration, the Village may need to staff two (2) alternating full shifts in order to insure and maintain safe road conditions within the Village;

It is hereby agreed as follows:

- In the event that a shift cannot be entirely staffed by Local 150 Public Works employees who have a CDL, the Village shall utilize non-union CDL drivers to complete the staffing of the shift in accordance with Article IV, Section 4.3 – Overtime Distribution; and
- That the parties agree that the Village shall provide the appropriate training and instruction necessary to allow the aforementioned additional non-union CDL holders to perform ice control and/or snow removal in a safe and efficient manner; and
- That the parties agree that the Village shall have the sole discretion to determine whether or not the aforementioned additional non-union CDL holders are able to demonstrate the necessary levels of skill and proficiency required to safely perform ice control and/or snow removal duties on behalf of the Village and that this decision shall not be subject to arbitration; and
- That the parties further agree that the Village shall have the authority to utilize the services of non-union personnel during prolonged weather events to operate vehicles which do not require that the operator of said vehicle possess a valid CDL as part of the Village's ongoing efforts to insure public safety within the Village only after Article IV, Section 4.3 is adhered to unless agreed upon beforehand between the Public Works Director or his designee and the Union Business Representative or his designee.

This agreement is non-precedent setting.

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Kelly Amidei, Village Administrator  
Village of Libertyville

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Deanna Distasio  
IUOE Local 150



**VILLAGE BOARD AGENDA SUPPLEMENT**

**Meeting Date:** January 11, 2022

**Agenda Item:** Consideration of an Ordinance Waiving Competitive Bidding for the Removal and Replacement of Twenty Windows at the Crawford House

**Staff Recommendation:** Approve Ordinance

**Staff Contact:** Paul Kendzior, PE, CFM, Director of Public Works

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**Background:** The Crawford House is a Village facility utilized by the Recreation Department for in-house events and private rentals to the public. The Crawford House was built in the late 1950’s. The original windows lasted nearly thirty years before being replaced in the early 1980’s. The windows are once again at the end of their useful service life and need replacement.

The Fiscal Year 2021/22 Annual Budget has allocated \$75,000 in the Park Improvement Fund (Account #45-0000-0-782) for necessary renovations at the Crawford House. To date \$40,607.39 has been expended, which leaves \$34,392.61 to complete the replacement of twenty (20) windows. Staff then requested and received three quotes for the removal and replacement of 20 windows:

<b>Contractor</b>	<b>Quote</b>
Landmark Exteriors, Inc.	\$29,883.00
KMK Exteriors	\$31,000.00
F.H. Paschen	\$145,780.19

An Ordinance is necessary to waive competitive bidding due to the lack of available contractors during the current labor and material shortage in the construction industry. The Village contacted numerous contractors and only Landmark Exteriors, Inc., KMK Exteriors and F.H. Paschen could provide a quote and a schedule to complete the window replacement work within the current fiscal year.

Staff recommends approval of the Ordinance to waive competitive bidding and proceed with the removal and replacement of twenty windows at the Crawford House with Landmark Exteriors, Inc. in the amount of \$29,883.00.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 22-O-

CONSIDERATION OF AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE  
REMOVAL AND INSTALLATION OF TWENTY WINDOWS AT THE CRAWFORD  
HOUSE

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

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

ORDINANCE NO. 22-O-

CONSIDERATION OF AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE  
REMOVAL AND INSTALLATION OF TWENTY WINDOWS AT THE CRAWFORD  
HOUSE

**WHEREAS,** The Crawford House is a Village facility utilized by the Recreation Department for in-house events and private rentals to the public and was built in the 1950's. The original windows lasted thirty years before being replaced in the early 1980's; and

**WHEREAS,** the windows have once again reached the end of their service life and need replacement; and

**WHEREAS,** sufficient funds on the amount of \$34,392.61 are available in the Fiscal Year 2021/22 Annual Budget in the Park Improvement Fund (Account #45-0000-0-782) for the removal and replacement of 20 windows at the Crawford House; and

**WHEREAS,** due to the current labor and materials shortage, Village staff requested quotes from only vendors that could complete the project within the 2021/22 Fiscal Year; and

**WHEREAS,** Village staff received three quotes for the removal and replacement of 20 windows. Landmark Exteriors, Inc. submitted lowest the quote in the amount of \$29,883.00; and

**WHEREAS,** the President and Board of Trustees have determined that it will best serve and be in the best interest of the Village to waive the competitive bidding process and proceed with the removal and replacement of 20 windows at the Crawford House in the amount of \$29,883.00 to be completed by Landmark Exteriors Inc.

**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 solicitation of competitive bids for the removal and replacement of 20 windows at the Crawford House is hereby waived.

SECTION THREE: AUTHORIZATION OF WINDOW REMOVAL AND REPLACEMENT. The removal and replacement of 20 windows at the Crawford House in the amount of \$29,883.00 to be completed by Landmark Exteriors, Inc. is hereby authorized.

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 \_\_\_\_\_, 2022.

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

ATTEST:

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



CRAWFORD HOUSE - WARMING  
CENTER - BUTLER LAKE

10/29/2021  
DANIEL FLORES

817 WEST LAKE STREET  
LIBERTYVILLE, IL. 60048

847-613-5181  
DJUAREZ@LIBERTYVILLE.COM

Remove and haul away the existing window frames, sashes, jambs, screens, and storms from the following openings of the house: *as noted below*. These window units are installed into the **buck frame (original rough opening)** of the house so the interior window casing *will or will not* be replaced as noted. Remove and replace all rotted or soft wood in the openings starting at an additional \$8.00 per linear foot.

**These Anderson 100 Single Hung Reverse Oriel and Picture Hung windows are:**

- **Full Replacement Style**
- **20** of windows in **5** openings
- Exterior Color - **Bronze**
- Interior Color - **Bronze**
- Hardware Color - **Oil Rubbed Bronze PVD** Lifts **One**
- Exterior screens **Half**
- Insulated Glass - **LoE2 with argon gas**
- Glass spacer color - **Stainless**
- Grids-Grilles - **None**
- Interior Casing Detail - **1'x4" Flat**
- Interior Casing material **Bare Pine** / finish - **Custom Stained** - option noted below - **Match**
- Interior Sills and aprons - **Square**
- Exterior surrounds are **Bronze** - **Custom aluminum capping in the color=**
- Opening Control Device - **None**

I have read and agree with all of the product specifications listed above **Initial** \_\_\_\_\_

**\*Full frame replacement**—remove existing windows complete and inspect opening for rotten and water damaged wood—replace as necessary. Prepare opening with Ice and water shield waterproof membrane sill pan lapped over exterior house wrap. Install new windows with nailing flange (Brick openings may not allow this type of install) and/or jamb installation method. Apply 2<sup>nd</sup> layer of ice and water shield flashing around exterior. Inject low-expansion spray foam around perimeter of new unit and exterior will be capped with custom formed aluminum coil and Quad caulk will surround the coil to give a maintenance free exterior finish.



## WINDOWS

- A:** Install **Five (5)** Andersen 100 Series all fibrex window unit for the 5 wide **West Wall series 1** openings.  
The operation will be S-DH-S-DH-S (Reverse Oriel and Picture). **\$7,313.00**
- B:** Install **Five (5)** Andersen 100 Series all fibrex window unit for the 5 wide **West Wall series 2** openings.  
The operation will be S-DH-S-DH-S **\$7,313.00**
- C:** Install **Four (4)** Andersen 100 Series all fibrex window unit for the 4 wide **East Wall series 1** openings.  
The operation will be DH-S-DH-S **\$5,940.00**
- F:** Install **Four (4)** Andersen 100 Series all fibrex window unit for the 4 wide **East Wall series 2** openings.  
The operation will be DH-S-DH-S **\$5,940.00**
- G:** Install **Two (2)** Andersen 100 Series all fibrex window unit for the 2 wide **Entry Wall** opening. The  
operation will be DH-DH **\$3,377.00**

These Andersen 100 Series window units are constructed from Andersen's energy efficient and low maintenance exclusive fibrex material and will have the performed rigid exterior and the white interior, will have Low E insulated glass with argon gas, interior screens, and white auto lock hardware. This product will never need painting, won't fade, flake, blister, chalk or peel. It is *2X as strong as vinyl*, blends the color with the fibrex material, reduces heating and cooling bills and has exceptional durability.

The perimeter of all the openings will be insulated using a OSI low expansion closed cell spray foam insulation. If applicable the exterior wood trim or any gap between the new window and the frame will be capped using a custom brake .019 aluminum trim coil stock. All of the corners of the aluminum will be mitered with no face nailing for a clean and professional finished appearance. When applicable the units will have new .019 aluminum drip caps installed above the openings for additional protection. All necessary areas will be sealed using a quality color-matched Quad silicone sealant.  
Primed or white LP Smart Board can be substituted if noted.





is not LandMark Exteriors, Inc. responsibility to re-open, re-submit or extend your permit. LandMark under no circumstances is responsible for any permit costs, unless listed.

## TERMS

LandMark Exteriors Inc. management/ownership reserves the right to review all projects for correctness and viability and can cancel, without penalty, any contract deemed unfeasible upon the final on site measurement/inspection of the proposed work. Any and all deposits will be returned to the buyer in these instances. After execution of this contract, customer has 3 days to cancel without penalty. After 3 days, any deposits are non-refundable, and customer is responsible for the balance of the contract price – Refer to the attached Home Repair Act sheet.

LandMark Exteriors, Inc. and/or any of their sub-contractors accept insurance obligations during the installation. All liability is assumed by the subcontractors or LandMark Exteriors, Inc. per the Insurance industry guideline and parameters of coverage.

Interim Progress Payments may be requested as individual sections of the contract are completed. Said Progress Payments shall be made upon demand of LandMark Exteriors, Inc. Payments are due within 7 business days of demand.

Products will be ordered after final measures in a timely manner. Delays will occur if the customer doesn't provide hardware styles, hardware colors, pre-finishing stain, pre-finishing paint colors, pre-finish finishes, interior trim profile(s).

LandMark no longer recognizes any Angie List coupons or discounts noted on their website.

By accepting this proposal you'll allow LandMark to display a "LandMark Exteriors Inc." yard sign at your home, photograph the work being performed in and at your home for training purposes, documentation of pre-existing interior and exterior conditions and for marketing purposes. If LandMark chooses to use an image of your home or products sold to you, for a display picture, print ads, postcards or mailers, your home will NOT be identified by using your name, address or occupant's images.

Any outstanding balance will be subject to a monthly 2.9% finance charge. Customer agrees that in the event collection or legal action is necessary to enforce this contract, customer will be responsible for and accepts all costs and fees, including reasonable attorney's fees and expenses to LandMark Exteriors, Inc. Any warranties that apply to this contract will not be valid until the entire contract is paid in full to LandMark Exteriors Inc.

## PRODUCT AND JOB SCHEDULING

Most of the products LandMark Exteriors Inc. installs or sells are custom made products. Production timing of manufacturers products are all approximate and LandMark Exteriors, Inc. has NO control over manufacturers production times, delays or deliveries. We do our best to approximate timing information to you our customer. Once LandMark has your ordered products in hand we begin our scheduling process. Rain, snow, extreme heat and crew timing all play a part of scheduling and being able to keep our schedule on track. LandMark Exteriors, Inc. typically doesn't schedule out further than a week and a half, mainly because a day or more of inclement weather can mean 20 or more jobs that need to be re-scheduled. Please understand LandMark Exteriors, Inc. like you wants to install and complete your project as much as you want it completed.

## CUSTOMER PREPARATION, INTERIOR OF HOME & LANDSCAPING

LandMark Exteriors, Inc. makes every effort to work with care around your landscaping. However, due to the extensive amount of labor and activity it takes to complete your project, please assist us by performing the following: remove lawn decorations, Christmas lights, and obstacles blocking the way. Please notify us of any valuable plants or vegetation in the work areas and identify areas that you may wish to arrange for special care and/or additional preparation.

Please note: LandMark Exteriors, Inc. will not be liable for any damage to landscaping whatsoever including, but not limited to: plants, bushes, trees, grass, lawn decorations, landscape lighting, etc.

Please remove all interior wall hangings, including all window treatments, items on top of shelves, cabinets, tables and flooring that are of value to you in all areas where work is being done. LandMark Exteriors, Inc. will remove the existing alarm connections if necessary, but your alarm company is responsible for updating AND/OR reconnection your existing alarm contacts. The homeowner is responsible

for all costs and coordinating this work. LandMark Exteriors, Inc. is not responsible for any damage from falling objects, possible nail pops on ceilings or wall, cracks in drywall (existing or new) on the interior ceilings, walls or woodwork of the home. Falling dirt/debris in attics from pounding from roofing, and walls during installs is also not LandMark Exteriors, Inc. responsibility.

Please note: Re-installation of any window treatments is not included in the proposal. If requested, the re-installation will result in additional costs and must be agreed on BEFORE work begins. LandMark Exteriors, Inc. cannot guarantee that interior mounted window treatments will fit after new windows and doors are installed. LandMark also recommends waiting until your new windows or doors are installed before measuring and ordering your new window treatments.



### **UNFORSEEN DAMAGE AND PREEXISTING CONDITIONS**

While LandMark Exteriors, Inc. has attempted to account for all known costs associated with the proposed construction, at the time of preparing this proposal, LandMark Exteriors, Inc. is unable to anticipate or estimate repairs/alterations that may be necessary due to preexisting construction conditions, structural defects, or unforeseen damages that may be uncovered during the construction project. If during construction, as a result of said unforeseen damages or special conditions, it becomes necessary to correct a problem not identified in the contract, LandMark Exteriors, Inc. will fix the damages and/or correct the special conditions and charge for the said repairs based on time and material to complete.

Please note: These costs are not included in the proposal and will be in addition to any costs listed in the contract.

### **SPECIAL CIRCUMSTANCES**

LandMark Exteriors, Inc. makes its goal that every project is completed as smoothly and quickly as possible. However, as with any construction related project, unforeseen circumstances may occur. In the event of a manufacturers defect, damaged product, misorder, delivery problem, manufacturing delay, installation error, weather and human error etc., LandMark Exteriors, Inc. will immediately take steps to identify and correct the problem in a timely manner. However, please note that these unforeseen circumstances do not entitle the customer to a discount or credit.

If special circumstances arise, the customer may withhold up to 5% of the scheduled balance due - exclusions include the following: permit costs (closed or open), manufacturers damaged screens, hardware, glass, exterior final coat of paint and/or varnish because of low temperatures.

The remaining balance will be due at the completion of the job.

Payment to LandMark Exteriors, Inc. may not be withheld while waiting for "punch list" items.

LandMark Exteriors, Inc. will not be responsible for any new staining and/or painting on products having to be replaced due to a manufacturing issue. Any rework will have an additional cost to the customer for said work.

### **PROJECT REVIEW**

During and after the installation, review your project with the crew leader, salesman or project manager. If you have any concerns related to the workmanship/installation, please address them at this time and before the crew leaves your project. It is better to correct any issues you may have while the carpenters are still at your home. If you are NOT present during the install you can call to arrange a walk-through with

### **PAYMENT TERMS**

LandMark Exteriors, Inc. accepts cash, check, and credit as forms of payment. Credit card charged are accepted up to a maximum of \$5,000 per contract. All credit card payments over \$5,000 will have an additional 2.9% service charge. Payment of any remaining balance is due upon completion of installation to the workman and/or salesperson onsite. If you anticipate that you cannot be present upon the completion of the installation, please make arrangements to secure your payment in advance.

If special circumstances arise during or when closing out a project, where any manufacturers screens, hardware, locking mechanisms, glass, coil or siding is the wrong color/type/style or damaged in any way does not enable the customer to withhold full remaining balance. LandMark Exteriors, Inc will discuss the appropriate holdback amount of balance with the customer and provide what will be ordered or done to rectify the circumstance. The largest allowance a customer may withhold up to 5% of the scheduled balance due but will be determined by LandMark Exteriors, Inc. based on the circumstances of the damage or problem, exclusions with NO monetary holdback include the following: permit costs (closed or open), ripped or damaged screens, scratched frame(s), threshold(s), sashes, glass, scratched, damaged or missing hardware, weather stripping. Shop painted problems or incorrect color noticed after the product is installed. All "service" issues that doesn't keep a window, door, siding or roofing from operating and/or functioning will not be a reason for a 5% OR any holdback at all. A service will be put in motion as soon as a problem is identified and a solution is agreed on. Any remaining "service item" balances will be due at the completion of the service. \_\_\_\_\_ Initial.



**EPA LEAD-SAFE CERTIFIED FIRM NAT-21271-1** TO PROTECT AGAINST THIS RISK, ON APRIL 22, 2008, EPA ISSUED A [RULE REQUIRING THE USE OF LEAD-SAFE PRACTICES](#) AND OTHER ACTIONS AIMED AT PREVENTING LEAD POISONING. UNDER THE RULE, BEGINNING IN APRIL 2010, CONTRACTORS PERFORMING RENOVATION, REPAIR AND PAINTING PROJECTS THAT DISTURB LEAD-BASED PAINT IN HOMES, CHILD CARE FACILITIES, AND SCHOOLS BUILT BEFORE 1978 MUST BE CERTIFIED AND MUST FOLLOW SPECIFIC WORK PRACTICES TO PREVENT LEAD CONTAMINATION. IF APPLICABLE TO THIS PROJECT THE PROCESS WILL HAVE ADDITIONAL COSTS OF APPROXIMATELY \$100 PER WINDOW BUT WILL VARY FROM JOB TO JOB - ASK SALESMAN FOR MORE APPROXIMATE COSTS. CODES, LAWS AND RULES ARE SUBJECT TO CHANGE - VISIT EPA.GOV FOR UPDATES.

### PRE-RENOVATION FORM - LEAD SAFE CERTIFIED GUIDE

THIS SAMPLE FORM MAY BE USED BY FIRMS TO DOCUMENT COMPLIANCE WITH THE REQUIREMENTS OF THE FEDERAL LEAD-BASED PAINT RENOVATION, REPAIR, AND PAINTING PROGRAM.

#### OCCUPANT CONFIRMATION

#### PAMPHLET RECEIPT

\_\_\_ I HAVE RECEIVED A COPY OF THE LEAD HAZARD INFORMATION PAMPHLET INFORMING ME OF THE POTENTIAL RISK OF THE LEAD HAZARD EXPOSURE FROM RENOVATION ACTIVITY TO BE PERFORMED IN MY DWELLING UNIT. I RECEIVED THIS PAMPHLET BEFORE THE WORK BEGAN.

PRINTED NAME OF OWNER-OCCUPANT

\_\_\_\_\_

SIGNATURE OF OWNER-OCCUPANT SIGNATURE DATE

 \_\_\_/\_\_\_/2021

#### THIS AGREEMENT IS HEREBY ACCEPTED:

Proposal Price- No options	\$29,883.00
Option	\$0.00
Adjusted Total	\$0.00
50% Deposit	\$14,942.00
Balance Due Upon Completion	\$14,941.00

*This offer is valid for 30 days*

**\*All sales tax and discounts applied\***

***“DON’T JUST MAKE YOUR HOUSE A HOME - MAKE IT A LANDMARK”***



DEPOSIT PAYMENT CHECK # \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_

I HAVE FULLY READ THE TERMS OF THIS CONTRACT AND APPROVE THE COSTS, COLORS, STYLES, HARWARE, GRID PATTERNS, DOOR SWINGS, WINDOWS, SIDING AND/OR ROOFING STYLES, DESIGNS, GLASS SPEC'S PLUS ALL SPECIFICATIONS ASSOCIATED WITH YOUR PROJECT, AND FULLY AGREE TO THE PROVISIONS AS DESCRIBED. I UNDERSTAND THAT THIS PRODUCT CUSTOMIZED TO MY PROJECT AND CAN NOT BE RETURNED OR REFUNDED.

X \_\_\_\_\_ INITIAL.

LANDMARK EXTERIORS, INC.

CUSTOMER:

BY: TW FARMER

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

DATE: 12/27/2021

DATE: \_\_\_\_/\_\_\_\_/2021

### AVOIDING HOME REPAIR FRAUD

PLEASE USE EXTREME CAUTION WHEN CONFRONTED WITH THE FOLLOWING WARNING SIGNS OF A POTENTIAL SCAM:

1. DOOR-TO-DOOR SALESPERSONS WITH NO LOCAL CONNECTIONS WHO OFFER TO DO HOME REPAIR WORK FOR SUBSTANTIALLY LESS THAN THE MARKET PRICE.
2. SOLICITATIONS FOR REPAIR WORK FROM A COMPANY THAT LISTS ONLY A TELEPHONE NUMBER OR A POST OFFICE BOX NUMBER TO CONTACT, PARTICULARLY IF IT IS AN OUT-OF-STATE COMPANY.
3. CONTRACTORS WHO FAIL TO PROVIDE CUSTOMERS REFERENCES WHEN REQUESTED.
4. PERSONS WHO OFFER TO INSPECT YOUR HOME FOR FREE. DO NOT ADMIT ANYONE INTO YOUR HOME UNLESS HE OR SHE CAN PRESENT AUTHENTIC IDENTIFICATION ESTABLISHING HIS OR HER BUSINESS STATUS. WHEN IN DOUBT, DO NOT HESITATE TO CALL THE WORKER'S EMPLOYER TO VERIFY HIS OR HER IDENTITY.

## HOME REPAIR KNOW YOUR CONSUMER RIGHTS

PRINTED BY AUTHORITY OF THE STATE OF ILLINOIS.  
06/05.20M.0857  
THIS MATERIAL IS AVAILABLE IN ALTERNATE FORMAT UPON REQUEST.

FOR THE MOST RECENT UPDATES VISIT THIS WEBSITE.  
[WWW.ILLINOISATTORNEYGENERAL.GOV](http://WWW.ILLINOISATTORNEYGENERAL.GOV)

### ILLINOIS ATTORNEY GENERAL

IF YOU THINK YOU HAVE BEEN  
DEFRAUDED BY A CONTRACTOR OR  
HAVE ANY QUESTIONS, PLEASE  
BRING

4. REMEMBER, YOU HAVE THREE BUSINESS DAYS FROM THE TIME YOU SIGN YOUR CONTRACT TO CANCEL ANY CONTRACT IF THE SALE IS MADE AT YOUR HOME. THE CONTRACTOR CANNOT DEPRIVE YOU OF THIS RIGHT BY INITIATING WORK, SELLING YOUR CONTRACT TO A LENDER, OR ANY OTHER TACTIC.
5. IF THE CONTRACTOR DOES BUSINESS UNDER A NAME OTHER THAN THE CONTRACTOR'S REAL NAME, THE BUSINESS MUST EITHER BE INCORPORATED OR REGISTERED UNDER THE ASSUMED BUSINESS NAME ACT. CHECK WITH THE SECRETARY OF STATE TO SEE IF THE BUSINESS IS INCORPORATED OR WITH THE COUNTY CLERK TO SEE IF THE BUSINESS HAS REGISTERED UNDER THE ASSUMED BUSINESS NAME ACT.
6. CHECK WITH LOCAL AND COUNTY UNITS OF GOVERNMENT TO DETERMINE IF PERMITS OR INSPECTIONS ARE REQUIRED.
7. DETERMINE WHETHER THE CONTRACTOR WILL GUARANTEE HIS OR HER WORK AND PRODUCTS.
8. DETERMINE WHETHER THE CONTRACTOR HAS THE PROPER INSURANCE.



5. CONTRACTORS WHO DEMAND CASH PAYMENT FOR A JOB OR ASK YOU TO MAKE A CHECK PAYABLE TO A PERSON OTHER THAN THE OR COMPANY NAME.

6. OFFERS FROM A CONTRACTOR TO DRIVE YOU TO THE BANK TO WITHDRAW FUNDS TO PAY FOR THE WORK.

**CONSUMER RIGHTS  
ACKNOWLEDGEMENT FORM**

*HOMEOWNER KEEP THIS PART & PAMPHLET:*  
I, THE HOMEOWNER, HAVE RECEIVED FROM THE CONTRACTOR A COPY OF THE PAMPHLET TITLED "HOME REPAIR: KNOW YOUR CONSUMER RIGHTS."

\_\_\_\_\_  
**SIGNATURE**

**DATE:** \_\_\_\_\_

*TW Firm*

**(CONTRACTOR OR REPRESENTATIVE)**

**DATE:** 12/27/2021

LANDMARK EXTERIORS, INC  
NAME OF CONTRACTOR'S BUSINESS

1244 N MILWAUKEE, AVE.  
LIBERTYVILLE, IL  
ADDRESS OF CONTRACTOR'S BUSINESS

YOUR CONCERNS TO THE ATTENTION OF YOUR STATE'S ATTORNEY OR THE ILLINOIS ATTORNEY GENERAL'S OFFICE.

**ATTORNEY GENERAL'S  
CONSUMER FRAUD HOTLINES**

**SPRINGFIELD**

1-800-243-0618

TTY: 1-877-844-5461

**CHICAGO**

1-800-386-5438

TTY: 1-800-964-3013

**CARBONDALE**

1-800-243-0607

TTY: 1-877-675-9339

**WWW.ILLINOISATTORNEYGENERAL.GOV**  
**CONTRACT TIPS**

1. GET ALL ESTIMATES IN WRITING.
2. DO NOT BE INDUCED INTO SIGNING A CONTRACT BY HIGH-PRESSURE SALES TACTICS.
3. NEVER SIGN A CONTRACT WITH BLANK SPACES OR ONE YOU DO NOT FULLY UNDERSTAND. IF YOU ARE TAKING OUT A LOAN TO FINANCE THE WORK, DO NOT SIGN THE CONTRACT BEFORE YOUR LENDER APPROVES THE LOAN.

9. DO NOT SIGN A CERTIFICATE OF COMPLETION OR MAKE FINAL PAYMENT UNTIL THE WORK IS DONE TO YOUR SATISFACTION.

10. REMEMBER, YOU SHOULD KNOW WHO PROVIDES SUPPLIES AND LABOR FOR ANY WORK PERFORMED ON YOUR HOME. SUPPLIERS AND SUBCONTRACTORS HAVE A RIGHT TO FILE A LIEN AGAINST YOUR PROPERTY IF THE GENERAL CONTRACTOR FAILS TO PAY THEM. TO PROTECT THIS PROPERTY, REQUEST LIEN WAIVERS FROM THE GENERAL CONTRACTOR.

**BASIC TERMS TO BE INCLUDED IN  
CONTRACT**

- CONTRACTOR'S FULL NAME, ADDRESS, AND TELEPHONE NUMBER. ILLINOIS LAW REQUIRES THAT PERSONS SELLING HOME REPAIR AND IMPROVEMENT SERVICES PROVIDE THEIR CUSTOMERS WITH NOTICE OF ANY CHANGE TO THEIR BUSINESS NAME OR ADDRESS THAT COMES ABOUT PRIOR TO THE AGREED DATES FOR BEGINNING OR COMPLETING THE WORK.
- A DESCRIPTION OF THE WORK TO BE PERFORMED.
- STARTING AND ESTIMATED COMPLETION DATES.
- TOTAL COST OF WORK TO BE PERFORMED.
- SCHEDULE AND METHOD OF PAYMENT, INCLUDING DOWN PAYMENT, SUBSEQUENT PAYMENTS, AND FINAL PAYMENT.
- A PROVISION STATING THE GROUNDS FOR TERMINATION OF THE CONTRACT BY EITHER PARTY. HOWEVER, THE HOMEOWNER MUST PAY THE CONTRACTOR FOR WORK COMPLETED. IF THE CONTRACTOR FAILS TO COMMENCE OR COMPLETE WORK WITHIN THE CONTRACTED TIME PERIOD, THE HOMEOWNER MAY CANCEL AND MAY BE ENTITLED TO A REFUND OF ANY DOWN PAYMENT OR OTHER PAYMENTS MADE TOWARDS THE WORK UPON WRITTEN DEMAND BY CERTIFIED MAIL. KEEP A COPY OF THE SIGNED CONTRACT IN A SAFEPLACE FOR REFERENCE AS NEEDED.

## PETITIONS AND COMMUNICATIONS

The Libertyville Arts Commission will meet virtually at 2:00 p.m. on Monday, January 17, 2022.

The ARC/HPC will meet virtually at 5:00 p.m. on Monday, January 17, 2022.

The Finance Committee will meet virtually at 6:00 p.m. on Tuesday, January 18, 2022.

The Fire and Police Committee will meet virtually at 7:00 p.m. on Tuesday, January 18, 2022.

The Economic Development Commission will meet virtually at 7:30 a.m. on Wednesday, January 19, 2022.

The Sustain Libertyville Commission will meet virtually at 4:00 p.m. on Wednesday, January 19, 2022.

The Human Relations Commission will meet virtually at 5:00 p.m. on Wednesday, January 19, 2022.

The Plan Commission/Zoning Board of Appeals will meet virtually at 7:00 p.m. on Monday, January 24, 2022.

The Public Works Committee will NOT meet at 7:00 p.m. on Tuesday, January 25, 2022.

The Village Board of Trustees will meet virtually at 8:00 p.m. on Tuesday, January 25, 2022.