BOARD OF TRUSTEES VILLAGE BOARD MEETING

Tuesday, April 08, 2025 at 7:00 PM

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

AGENDA

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 March 11, 2025 Village Board Meeting and the February 11, 2025 Executive Session Minutes

   C. Bills for Approval

   D. Consideration of a Resolution to Approve a Settlement Agreement and General Release Between the Hazelhurst Volunteer Fire Department and the Village of Libertyville

   E. Consideration of a Resolution Ratifying an Electricity Supply Agreement with Constellation Newenergy, Inc. for the Purchase of Electricity

   F. Consideration of an Ordinance Amending Chapter 4 of the Libertyville Municipal Code Relating to Liquor Licenses to Reflect the Automatic Reduction in the Number of Class G-1 Liquor Licenses

   G. Consideration of a Resolution to Approve a Request for the Display of Banners along Milwaukee Avenue - Libertyville High School Seniors

   H. Consideration of an Ordinance Approving an Amendment to the Planned Development Final Plan for Red Top Plaza – 1366 S. Milwaukee Avenue

   I. Consideration of a Resolution Authorizing the Purchase of New Furniture for Village Hall from Warehouse Direct of Des Plaines, Illinois

   J. Consideration of a Resolution Authorizing the Village Administrator to Destroy Certain Records in Accordance with Applicable Retention Schedules

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.

K. Consideration of a Confirming Resolution to Approve Change Order No. 1 with Bear Construction for the Rehabilitation of the Sunrise Rotary Park Gazebo

L. Consideration of a Resolution to Renew the Contract for the 2025 Pavement Rejuvenation Program with Corrective Asphalt Materials, LLC

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

N. Consideration of an Ordinance Declaring Surplus Property

O. Consideration of a Resolution to Approve a Contract Renewal with Chi-Town Cleaning Services

P. Consideration of an Ordinance to Waive Competitive Bidding for the Purchase/Installation of a Radiant Tube Heater System for the Parks Maintenance Building Mechanics Bay & Garage

Q. Consideration of an Ordinance Amending Chapter 23 of the Municipal Code Regarding Parking Restrictions on Drake Street

R. Consideration of a Resolution to Approve a Right of Entry / Access Agreement with the Village of Vernon Hills for Improvements Along the Seavey Drainage Ditch

S. Consideration of a Resolution to Approve a Request for a Special Event – Festival of the Arts

T. Consideration of a Resolution to Renew the Annual Contractual Streetlight Maintenance Contract with Geary Electric, Inc.

U. Consideration of an Ordinance Amending Sections 2-206, 2-321, 2-451, and 2-487 of the Libertyville, Illinois Municipal Code Regarding Qualifications for Service on Various Village Commissions

V. Consideration of a Resolution Appointing Members to Various Village Commissions

W. Consideration of a Resolution to Renew a Contract with Globe Construction, Inc. for the Annual Concrete Sidewalk Removal & Replacement Program

X. Consideration of a Resolution Approving a Special Event and Raffle in Nicholas Dowden Park South on Saturday, May 3, 2025 – Libertyville Girls Softball Association Opening Day Event

REGULAR AGENDA

4. Consideration of a Resolution Approving an Agreement with FGMA Inc. of Chicago, Illinois for Architectural and Design Services for the Police Station Project

5. Consideration of the following pertaining to 1601 Harris Road:
A. An Amendment to the Planned Development Final Plan – Flex Ltd., Applicant - 1601 Harris Road

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Assistive listening devices are available.

B. An Ordinance Approving an Amendment to the Planned Development Final Plan for Liberty Point Commerce Center Planned Development

6. Consideration of a Resolution Approving a Commercial Filming Event in the Village for First Snow LLC

7. Continued Public Hearing - Proposed FY 2025-2026 Budget

8. Consideration of an Ordinance Adopting the Budget of the Village of Libertyville, County of Lake, State of Illinois for all Corporate Purposes, In Lieu of an Annual Appropriation Ordinance, for the Fiscal Year Commencing on the First Day of May 2025 and Ending on the Thirtieth Day of April, 2026

9. Consideration of an Ordinance Establishing Certain Annual Fees to be Charged by the Village of Libertyville for the Period of May 1, 2025 through April 30, 2026

10. Consideration of an Ordinance to Waive Competitive Bidding and Approve a Contract for Biosolids Dewatering & Disposal Services at the Wastewater Treatment Plant with Synagro Central, LLC

11. Consideration of a Resolution to Approve a Contract with Campanella & Sons, Inc. for the 2025 Watermain Replacement Program

12. Consideration of a Resolution to Approve a Professional Services Agreement with Gewalt Hamilton Associates, Inc. for Construction Management Services for the 2025 Watermain Replacement Program

13. **Mayor's Update**

A. Petitions and Communications

14. **Village Administrator Update**

15. **Executive Session**

16. **Adjournment**

Agenda Item No. 3A

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 8, 2025

Agenda Item: Omnibus Vote Agenda

Staff Recommendation: Approve items on Omnibus Vote Agenda

Staff Contact: Kelly Amidei, Village Administrator

Background:

A. Summary of Omnibus Vote Agenda Items
B. Approval of Minutes of the March 11, 2025, Village Board Meeting and the February 11, 2025, Executive Session Minutes
C. Bills for Approval
D. Consideration of a Resolution to Approve a Settlement Agreement and General Release between the Hazelhurst Volunteer Fire Department and the village of Libertyville
E. Consideration of a Resolution Ratifying an Electricity Supply Agreement with Constellation Energy, Inc. for the Purchase of Electricity
F. Consideration of an Ordinance to Reduce the Number of Class G-1 Liquor Licenses
G. Consideration of a Resolution to Approve a Request for the Display of Banners for Libertyville High School Seniors
H. Consideration of an Ordinance Approving an Amendment to the Planned Development Final Plan for Red Top Plaza – 1366 S. Milwaukee Avenue
I. Consideration of a Resolution Authorizing the Purchase of New Furniture for Village Hall from Warehouse Direct of Des Plaines, Illinois
J. Consideration of a Resolution Authorizing the Village Administrator of the Village of Libertyville to Destroy Certain Records in Accordance with Applicable Retention Schedules
K. Consideration of a Confirming Resolution to Approve Change Order No. 1 with Bear Construction for the Rehabilitation of the Sunrise Rotary Park Gazebo
L. Consideration of a Resolution to Renew the Contract for the 2025 Pavement

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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."*

Rejuvenation Program with Corrective Asphalt Materials, LLC

M. Consideration of a Resolution to Renew the Annual Street Sweeping Contract with Lakeshore Recycling Systems, LLC
N. Consideration of an Ordinance Declaring Surplus Property
O. Consideration of a Resolution to Approve a Contract Renewal with Chi-Town Cleaning Services
P. Consideration of an Ordinance to Waive Competitive Bidding for the Purchase/Installation of a Radiant Tube Heater System for the Parks Maintenance Building Mechanics Bay & Garage
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S. Consideration of a Resolution to Approve a Request for a Special Event – Festival of the Arts
T. Consideration of a Resolution to Renew the Annual Contractual Streetlight Maintenance Contract with Geary Electric, Inc.
U. Consideration of an Ordinance Amending Sections 2-206, 2-321, 2-451, and 2-487 of the Libertyville, Illinois Municipal Code Regarding Qualifications for Service on Various Village Commissions
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BOARD OF TRUSTEES VILLAGE BOARD MEETING

Tuesday, March 11, 2025 at 7:00 PM
Village Hall Board Room 118 W. Cook Avenue Libertyville, IL 60048

MINUTES

1. Roll Call

Mayor Johnson called to order a meeting of the Board of Trustees at 7:00 p.m. Those present were Mayor Donna Johnson, Village Trustees Scott Adams, Pete Garrity, Matthew Hickey, Matt Krummick, Casey Rooney and Jim Connell. Also in attendance were Clerk Margaret Clark and Village Attorney Hart Passman.

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

Mayor Johnson asked if there was public comment for items not on the agenda. There was no public comment.

3. Omnibus Vote Agenda

A. Summary of Omnibus Vote Agenda Items

Mayor Johnson presented the Omnibus Vote Agenda and asked if there were any items requested for removal by the Village Board or any Board questions on items.

Mayor Johnson requested that Item 3I be pulled out of the Omnibus for separate discussion.

Trustee Rooney requested to make a comment on Item 3E.

Mayor Johnson said she would entertain a motion to move Item 3I to the March 25th meeting.

A motion was made by Trustee Connell to move Item 3E to the March 25th meeting. The motion was seconded by Trustee Adams. Motion was approved by unanimous voice vote: 6-0.

Trustee Rooney commented on item 3E. She has had several residents ask her about waiving competitive bidding. She wanted to verbalize the process, so residents understand.

Administrator Amidei stated the competitive waiver of bids is a state statute that says anything over $25,000 requires it to bid it out. If it is not a public works contract, the Village does not technically have to bid out, but the Village does typically.

The Board does have the ability to waive competitive bidding for certain types of contracts. The Village makes every effort but there are times when we have specialized services when the village does not bid.

Trustee Rooney added that particularly in public works, there are some vendors that only provide that service. There is always reasoning why we waive competitive bidding.

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Mayor Johnson added that sometimes you have an acutal act that you must factor in. In the case this evening, there is the public works construction act had to be factored in.

B. Approval of Minutes of the February 25, 2025 Village Board Meeting

C. Bills for Approval

D. **ORDINANCE NO. 25-O-10:** An Ordinance Amending Section 4-46 of the Libertyville Municipal Code regarding Class F Liquor Licenses – SWEJ Wine & Spirits

E. **ORDINANCE NO. 25-O-11:** An Ordinance to Waive Competitive Bidding and Accept a Revised Total Quotation from Municipal Well & Pump to Complete the Repairs to the Second Street Well

F. **RESOLUTION NO. 25-R-34:** A Resolution to Award a Contract for the 2025 Catch Basin and Inlet Cleaning Program

G. **RESOLUTION NO. 25-R-35:** A Resolution to Approve a Village Utility Easement Agreement at 500 Peterson Road

H. **RESOLUTION NO. 25-R-36:** A Resolution to Approve the Purchase of Replacement Computers from CDW-G

I. Consideration of a Resolution to Refund Hazelhurst Volunteer Fire Department for their Purchase of a Surplus Fire Engine *(DEFERRED)*

J. **ORDINANCE NO. 25-O-12:** An Ordinance to Grant Variations from Section 26-4-8.5 of the Libertyville Zoning Code Regarding Lot Coverage and Building Coverage – 339 Grant Court

Motion made by Village Trustee Adams to approve the Omnibus Vote Agenda items 3A-3H and 3J, Seconded by Village Trustee Garrity.

Voting Yea: Village Trustee Adams, Village Trustee Garrity, Village Trustee Hickey, Village Trustee Krummick, Village Trustee Rooney, Village Trustee Connell. The item was approved with a 6-0 vote.

REGULAR AGENDA

4. Consideration of an Amendment to the Planned Development Final Plan – AFC Urgent Care, Applicant - 1366 S. Milwaukee Avenue

Kevin Cleary representing the property owner of AFC Urgent Care was present and was called to the podium.

The petitioner, AFC Urgent Care, is requesting an Amendment to the Planned Development Final Plan to make certain modifications to an existing building including removal of the drive-thru canopy and related site improvements located in an outlot of the Red Top Plaza Shopping Center.

The Appearance Review Commission heard the request at their January 20, 2025, meeting, and recommended Village Board approval, with the following condition: 1) Reduce the canopy's

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overhang on the south elevation to ensure it aligns approximately with the existing overhangs on the east and west elevations of the canopy.

The plan set incorporates modifications to the parking lot layout made following ARC consideration to improve traffic circulation. These modifications are supported by Planning and Engineering staff and were deemed not to trigger further ARC review.

The applicant is not seeking any deviations from the Zoning Code. However, the change to the site plan for a property located within a Planned Development requires the requested Amendment to the Planned Development Final Plan.

Staff recommends that the Village Board approve the request for an Amendment to the Planned Development Final Plan.

If the Board approves the Amendment to the Planned Development, an ordinance will be prepared for the next Board meeting.

Mayor Johnson asked for public comment on Agenda Item 4. There was none.

Mayor Johnson asked for Board comment:

Trustee Adams said the parking lot there is difficult to navigate so he thinks this makes sense.

Trustee Garrity said he is surprised they are open before the changes were approved here. He does approve what is proposed.

Trustee Hickey thanked AFC for investing in the community.

Trustee Krummick said he is glad to see this building being used and thanked them.

Trustee Rooney thank you for working with our commissions.

Mayor Johnson said there is great demand in most communities, so these urgent care facilities get used now more than they ever were.

Motion made by Village Trustee Adams to approve the Report, Seconded by Village Trustee Connell.

Voting Yea: Village Trustee Adams, Village Trustee Garrity, Village Trustee Hickey, Village Trustee Krummick, Village Trustee Rooney, Village Trustee Connell. The item was approved with a 6-0 vote.

5. Public Hearing – Proposed FY 2025-2026 Budget

Pursuant to the requirements of the Illinois Municipal Code (65 ILCS 5/8-2-6), the Village of Libertyville is required to hold a public hearing prior to the adoption of its annual budget. In compliance with the Act, notice of the hearing was published in the Daily Herald on February 24, 2025.

The first draft of the proposed Fiscal Year 2025-26 budget was made available for public inspection on February 20, 2025, on both the Village's website and at Village Hall. Budget review workshops were held by the Village Board on March 1 and March 4, 2025. These workshop meetings were properly noticed in compliance with the Illinois Open Meetings Act (5 ILCS 120).

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The highlights of the FY 2025-26 budget include:

· Estimated revenues for all appropriated funds totaling $114,337,408, 14.8% increase from the FY 2024-25 budget. The increase in budgeted revenue is primarily attributed to debt issuance for capital projects in the New Building Fund, Utility Fund and Stormwater Fund.

· Expenditures for all appropriated funds (including capital transfers) total $102,387,128 a decrease of 2.2%, compared to the FY 2024-25 budget. This is mainly due to a reduction in capital expenses in the Motor Fuel Tax Fund and Park Improvement Fund.

· Capital investment in community infrastructure totaling $38,542,610. This includes planned construction for a new police station and continued investment in the Village's infrastructure related to watermains, and stormwater projects.

· The budget also includes planned increases in the Utility and Stormwater Funds pursuant to their respective rates studies.

Motion to Open Public Hearing by Village Trustee Hickey. Seconded by Village Trustee Rooney.

Voting Yea: Village Trustee Adams, Village Trustee Garrity, Village Trustee Hickey, Village Trustee Krummick, Village Trustee Rooney, Village Trustee Connell. The item was approved with a 6-0 vote.

Mayor Johnson asked if there was any public comment on the Fiscal Year Proposed Budget.

Motion was made by Village Trustee Rooney to continue the public hearing to next board meeting for further comment. Seconded by Village Trustee Hickey.

Voting Yea: Village Trustee Adams, Village Trustee Garrity, Village Trustee Hickey, Village Trustee Krummick, Village Trustee Rooney, Village Trustee Connell. The item was approved with a 6-0 vote.

6. Mayor's Update

A. Petitions and Communications

The Appearance Review Commission/Historic Preservation Commission will meet at 4:00 p.m. on Monday, March 17, 2025.

The Economic Development Commission will meet at 7:30 a.m. on Wednesday, March 19, 2025.

The Sustain Libertyville Commission will meet at 4:00 p.m. on Wednesday, March 19, 2025.

The Village Board will meet at 8:00 p.m. on Tuesday, March 25, 2025.

*All meetings will take place at the Village Hall unless otherwise noted.

BOARD COMMENTS

Trustee Garrity said that a continuing problem for residents is questions around recycling. SWALCO and other orgs obtained a grant to fund to purchase a software package named recycle coach. It launched in the last week or so and is available for all residents to use to

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get info on what to do and how to do it. It is part of an ongoing effort to educate all of us on where things go.

Trustee Krummick said he will not be present at the next meeting.

Trustee Rooney said Sunday and Monday were beautiful days and she walked by Butler Lake Park and is excited to see that come to fruition.

Trustee Connell wished all a Happy St. Patrick's Day.

Mayor Johnson wished all a Happy St. Patrick's Day.

7. Village Administrator Update

Village Administrator Kelly Amidei offered the following update:

The Butler Lake playground install will begin tomorrow

There is a new feature on website called recycle coach. It is a great resource for residents to determine what can and cannot be recycled.

8. Executive Session

There is a need to go into Executive Session to discuss the following: Closed Meeting Minutes [5 ILCS 120/2(c)(21)]; Litigation: Pending or Imminent [5 ILCS 120/2(c)(11)] and Real Estate: Setting Price for Sale/Lease [5 ILCS 120/2(c)(6)]

Motion made by Village Trustee Adams at 7:27 pm to enter Executive Session, Seconded by Village Trustee Garrity.

Voting Yea: Village Trustee Adams, Village Trustee Garrity, Village Trustee Hickey, Village Trustee Krummick, Village Trustee Rooney, Village Trustee Connell. The item was approved with a 6-0 vote.

Adjournment

With no further business to come before the Board, Village Trustee Connell moved to adjourn at 8:19 pm, Seconded by Village Trustee Adams. The motion passed unanimously by voice vote.

Respectfully submitted,

Margaret Clark, Village Clerk

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Agenda No. 3C

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 8, 2025

Agenda Item: **Approval of Attached Bills (March 25, 2025 & April 8, 2025)**

Staff Recommendation: Approve Payment

Staff Contact: Denise Joseph, Director of Finance

Summary of Funds	
General Fund	$466,899.02
Commuter Parking Fund	6,182.21
Concord Special Service Area	1,236.06
Fire Fund	0.00
Foreign Fire Insurance Tax	96.00
General Bond & Interest	0.00
Hotel/Motel Tax Fund	51,657.25
Impact Fee Fund	0.00
Motor Fuel Tax Fund	25,489.40
Park Improvement Fund	7,844.90
Project Fund	105,852.80
Public Building Improvement Fund	0.00
Stormwater Sewer Fund	1,275,874.10
Tax Increment Finance District	0.00
Technology Equipment/Replacement Service Fund	44,555.89
Tech Enhancements for Police and Fire	0.00
Timber Creek Special Service Area	625.25
Utility Fund	1,240,835.34
Vehicle Maintenance/Replacement Fund	83,800.97
Total - Accounts Payable	3,310,949.19
Total - Payroll 3/20/25 & 4/4/25 (Salaries & Employer Paid Benefits)	1,931,592.59
Grand Total	$5,242,541.78

The payment of the above listed funds has been approved by the Village Board of Trustees at a meeting held on April 8, 2025 and you are hereby authorized to pay them from the appropriate budgets.

_____

Donna Johnson, Mayor

Attest:

_____

Margaret Clark, Village Clerk

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF LIBERTYVILLE

EXP CHECK RUN DATES 04/08/2025 - 04/08/2025
POSTED
OPEN AND PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 01 GENERAL FUND							
Department: 0000 GENERAL							
01-0000-0-155000	POSTAGE HOLDING A/C	UNITED STATES POSTAL SE	POSTAGE/ SCHERTZ METE	3/25	04/08/2025	1,000.00	None
01-0000-0-155000	POSTAGE	QUADIENT FINANCE USA, I	POSTAGE ACCT #7900044	3/25	04/08/2025	2,000.00	None
01-0000-0-450000	BB-16-0231 - PD-16-0042	ADVOCATE HEALTH CARE	Check Request For Bon	03/25/2025	04/08/2025	1,909.46	None
01-0000-0-450000	BB-17-0105 - PD-16-0042	ADVOCATE HEALTH CARE	Check Request For Bon	03/25/2025	04/08/2025	3,090.54	None
01-0000-0-450000	BB-25-0023 - PB-25-0037	FOUR POINT RENTALS LLC	Check Request For Bon	04/02/2025	04/08/2025	500.00	None
01-0000-0-450000	BB-24-0204 - PB-24-0780	RESILIENT ENTERPRISES,	Check Request For Bon	04/02/2025	04/08/2025	1,500.00	None
01-0000-0-450000	BB-24-0186 - PB-24-0721	ADAMS, CRAIG & LORELEI	Check Request For Bon	04/02/2025	04/08/2025	500.00	None
01-0000-0-450000	BB-22-0312 - PB-22-0965	BOCKWINKEL, GORDON	Check Request For Bon	04/02/2025	04/08/2025	1,500.00	None
01-0000-0-450000	BB-22-0178 - PB-22-0569	BOCKWINKEL, GORDON	Check Request For Bon	04/02/2025	04/08/2025	1,500.00	None
01-0000-0-450000	BB-24-0177 - PB-24-0555	THE PALUGA GROUP	Check Request For Bon	04/02/2025	04/08/2025	1,500.00	None
01-0000-0-450000	BB-17-0264 - PB-17-0833	LAZZARETTO CONSTRUCTION	Check Request For Bon	04/02/2025	04/08/2025	1,500.00	None
01-0000-5-677000	DAMAGE TO VILLAGE PROPERTY	IRMA	FEBRUARY 2025 DEDUCTI	300954	04/08/2025	1,450.00	None
				Total Department 0000 GENERAL		17,950.00	
Department: 0100 ADMINISTRATION/FINANCE							
01-0100-3-705000	CONTRACTUAL SERVICES	DURACLEAN RESTORATION S	DUCT CLEANING-REC	51507	04/08/2025	495.00	None
01-0100-3-716000	VITAL RECORDS	ODP BUSINESS SOLUTIONS,	OFFICE SUPPLIES	34739091	04/08/2025	98.43	None
01-0100-3-746000	EMPLOYEE PROGRAMS	LAKE FOREST SCHOOL OF M	CLASS REGISTRATION	2621349	04/08/2025	1,575.00	None
01-0100-3-746000	EMPLOYEE PROGRAMS	TASC	FMLA-ADMIN FEES 5/25	IN3401510	04/08/2025	292.95	None
01-0100-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 3/25 & 4/25	72897	04/08/2025	153.03	None
01-0100-5-723000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	STOOL-VH	19JY-JFVT-KW9V	04/08/2025	37.99	None
01-0100-5-723000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	WIRELESS KEYBOARD	1C67-FXJY-PV4K	04/08/2025	19.99	None
01-0100-5-723000	OFFICE SUPPLIES	QUADIENT FINANCE USA, I	POSTAGE ACCT #7900044	3/25	04/08/2025	283.00	None
01-0100-5-723000	OFFICE SUPPLIES	ODP BUSINESS SOLUTIONS,	OFFICE SUPPLIES	34739091	04/08/2025	324.76	None
01-0100-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	UNITED AIRLINES	REFUND-JOSEPH	3/25	04/08/2025	(29.99)	None
				Total Department 0100 ADMINISTRATION/FINANCE		3,250.16	
Department: 0201 ENGINEERING							
01-0201-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	ILLINOIS TOLLWAY	REPLENISH IPASS	5830	04/08/2025	5.00	None
				Total Department 0201 ENGINEERING		5.00	
Department: 0203 STREETS							
01-0203-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL I	5/25	04/08/2025	10,812.00	None
01-0203-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	FEBRUARY 2025 DEDUCTI	300954	04/08/2025	1,130.74	None
01-0203-4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 2/25	6756323333/FEB25	04/08/2025	28.13	None
01-0203-4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 2/25	8412052222/FEB25	04/08/2025	28.23	None
01-0203-4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 2/25	0499591222/FEB25	04/08/2025	142.39	None
01-0203-4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 2/25	4929406000/FEB25	04/08/2025	135.11	None
01-0203-5-706000	MATERIALS AND SUPPLIES	SHERWIN-WILLIAMS	RETURN-SPRAY PAINT TI	8588-2	04/08/2025	(44.99)	None
01-0203-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	TOGGLE BOLT	30672	04/08/2025	6.98	None
01-0203-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	PLYWOOD SHELVING	30610	04/08/2025	60.99	None
01-0203-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	TOOLS FD	30563	04/08/2025	51.43	None
01-0203-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	WASHERS, BOLTS, TOOLS	30532	04/08/2025	58.19	None
01-0203-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTY	MISC HARDWARE & SUPPL	622430	04/08/2025	27.11	None
01-0203-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	7-SPRAYPAINTS	30906	04/08/2025	89.81	None
01-0203-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	BROOM	30866	04/08/2025	15.97	None
01-0203-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	RETURN-GRAY 12"X20'	30956	04/08/2025	(9.49)	None
01-0203-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	2-GRAY 12"X20' WOOD	30808	04/08/2025	18.98	None
01-0203-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	NIPSTA	FLAGGER TRAINING-BEAK	83186414	04/08/2025	112.75	None
01-0203-5-752000	UNIFORMS	CUTLER WORKWEAR	BOOTS-CONLEY	PS-INV045988	04/08/2025	157.45	None

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 01 GENERAL FUND							
Department: 0203 STREETS							
01-0203-7-712000	MAINTENANCE BUILDINGS	J & R LOCK & SAFE, INC	5-REKEY CYLINDER/4-KE	481877	04/08/2025	118.00	None
01-0203-7-712000	MAINTENANCE BUILDINGS	GRAINGER INC	WATER HEATER-FLEET	9442618766	04/08/2025	246.15	None
01-0203-7-712000	MAINTENANCE BUILDINGS	MENARDS INC	WATER HEATER FITTINGS	30654	04/08/2025	8.87	None
01-0203-7-712000	CLEANING OF 600 NORTH	CHI-TOWN CLEANING SERVI	CLEANING SERVICES 3/2	25-0108	04/08/2025	450.00	None
01-0203-7-712000	MAINTENANCE BUILDINGS	ICE-O-TECH HEATING & AI	HVAC EQUIPMENT PURCHA	1603	04/08/2025	14,800.00	None
01-0203-7-713000	LANDSCAPING AND MOWING	BUHRMAN DESIGN GROUP IN	LANDSCAPING MAINT 4/2	13356	04/08/2025	1,802.67	None
01-0203-7-713000	LANDSCAPING AND MOWING	FLECK'S LANDSCAPING	LANDSCAPING MAINT #12	2503021	04/08/2025	4,155.92	None
01-0203-7-716000	MAINTENANCE STREETS AND ALLEYS	LESTER'S MATERIAL SERVI	TOP SOIL	0099200-IN	04/08/2025	75.60	None
01-0203-7-716000	MAINTENANCE STREETS AND ALLEYS	LESTER'S MATERIAL SERVI	TOP SOIL	0099211-IN	04/08/2025	94.50	None
01-0203-7-716000	MAINTENANCE STREETS AND ALLEYS	LESTER'S MATERIAL SERVI	TOP SOIL	0099216-IN	04/08/2025	99.90	None
01-0203-7-716000	MAINTENANCE STREETS AND ALLEYS	LESTER'S MATERIAL SERVI	TOP SOIL	0099278-IN	04/08/2025	66.15	None
01-0203-7-719000	MAINTENANCE SIGNS	HIGHSTAR TRAFFIC	SIGN BLANKS AND POSTS	11610	04/08/2025	2,545.65	None
				Total Department 0203 STREETS		37,285.19	
Department: 0204 SNOW REMOVAL AND ICE CONTROL							
01-0204-5-706000	BULK ROCK SALT	MORTON SALT, INC.	ROCK SALT - DELIVERED	5403427459	04/08/2025	25,094.74	None
			Total Department 0204 SNOW REMOVAL AND ICE CONTROL			25,094.74	
Department: 0205 REFUSE & RECYCLING							
01-0205-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL I	5/25	04/08/2025	2,971.00	None
01-0205-3-724000	DISPOSAL	LRS, LLC	HAULING ROLL OFF	LR6152261	04/08/2025	476.69	None
			Total Department 0205 REFUSE & RECYCLING			3,447.69	
Department: 0301 PLANNING DIVISION							
01-0301-5-706000	MATERIALS AND SUPPLIES	ODP BUSINESS SOLUTIONS,	OFFICE SUPPLIES	34739091	04/08/2025	176.53	None
01-0301-5-726000	TRAVEL, TRAIN, SUBSCRIPT, DUES	THE REAL DEAL	DISPUTE CHARGE-CC	4862255607001	04/08/2025	(199.00)	None
			Total Department 0301 PLANNING DIVISION			(22.47)	
Department: 0302 BUILDING SERVICES							
01-0302-5-706000	MATERIALS AND SUPPLIES	AMAZON CAPITAL SERVICES	PHONE CASE/SCREEN PRO	1PJR-4LVD-JDJV	04/08/2025	26.81	None
01-0302-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	KITCHEN SUPPLIES	30812	04/08/2025	21.58	None
01-0302-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	NWBOCA	NWBOCA MEMBERSHIP-GRO	SQ8264664	04/08/2025	50.00	None
01-0302-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	ILLINOIS TOLLWAY	UNPAID TOLLS-C984987	VN5707442395	04/08/2025	18.40	None
			Total Department 0302 BUILDING SERVICES			116.79	
Department: 0303 ECONOMIC DEVELOPMENT							
01-0303-3-728000	TECHNICAL SERVICE	COSTAR REALTY INFORMATI	COSTAR REAL ESTATE SU	121774362	04/08/2025	449.35	None
01-0303-3-728000	TECHNICAL SERVICE	DROPBOX INC	FILE SHARING WITH LAK	2/25	04/08/2025	119.88	None
01-0303-5-726000	TRAVEL, TRAINING, SUBS & DUES	ICSC	NATIONAL RETAILERS CO	1080-3787	04/08/2025	850.00	None
01-0303-5-726000	TRAVEL, TRAINING, SUBS & DUES	ICSC	ICSC LOCAL PROGRAM-OS	ORD-548156-P8L8X6	04/08/2025	80.00	None
			Total Department 0303 ECONOMIC DEVELOPMENT			1,499.23	
Department: 0501 POLICE ADMIN, COMMUNICATION & RECORDS							
01-0501-3-705000	CONTRACTUAL SERVICES	VERIZON	SERVICE 2/9-3/8/25	6108044397	04/08/2025	702.75	None
01-0501-3-705000	CONTRACTUAL SERVICES	COMMONWEALTH EDISON CO	SERVICE 2/25	3664132222/FEB25	04/08/2025	39.16	None
01-0501-3-705000	CONTRACTUAL SERVICES	COMMONWEALTH EDISON CO	SERVICE 2/25	9080881222/FEB25	04/08/2025	14.07	None
01-0501-3-705000	CONTRACTUAL SERVICES	COMCAST	SERVICE 4/1/25-4/30/2	8771101090006012	04/08/2025	9.43	None
01-0501-3-705000	CONTRACTUAL SERVICES	STERICYCLE, INC	BIO HAZARD P/U FEE 4/	8010290643	04/08/2025	32.84	None
01-0501-3-705000	CONTRACTUAL SERVICES	STERICYCLE, INC	SHREDDING 3/24/25	8010264783	04/08/2025	152.70	None
01-0501-5-706000	MATERIALS AND SUPPLIES	EAGLE ENGRAVING, INC	COMMENDATION RIBBONS	2025-2594	04/08/2025	2,128.00	None
01-0501-5-723000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	COMPUTER SUPPLIES	1RNW-N14C-VF9X	04/08/2025	44.49	None

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 01 GENERAL FUND							
Department: 0501 POLICE ADMIN, COMMUNICATION & RECORDS							
01-0501-5-723000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	RETURN-BATTERY	1WYT-NKJM-CRLQ	04/08/2025	(7.99)	None
01-0501-5-723000	OFFICE SUPPLIES	ODP BUSINESS SOLUTIONS,	OFFICE SUPPLIES	34739091	04/08/2025	459.05	None
01-0501-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	AMERICAN RED CROSS	IN-SERVICE TRAINING	22768134	04/08/2025	40.00	None
01-0501-5-799000	MISCELLANEOUS	AMAZON CAPITAL SERVICES	RETURN-BATTERIES	1PVG-V19X-HLPJ	04/08/2025	(26.49)	None
01-0501-5-799000	MISCELLANEOUS	AMAZON CAPITAL SERVICES	RETURN-BATTERIES	1GXQ-DWLQ-JCHR	04/08/2025	(26.49)	None
01-0501-5-799000	MISCELLANEOUS	J & R LOCK & SAFE, INC	2-KEYS-PEELER	499174	04/08/2025	15.25	None
			Total Department 0501 POLICE ADMIN, COMMUNICATION & RECORDS			3,576.77	
Department: 0502 POLICE PATROL							
01-0502-3-705000	CONTRACTUAL SERVICES	ALL WAYS TOWING & RECOV	TOWING/#25-7956	25-03-23711	04/08/2025	285.00	None
01-0502-5-706000	MATERIALS AND SUPPLIES	M & A PARTS INC	15-RIFLE SLINGS	32503	04/08/2025	960.00	None
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	AMERICAN RED CROSS	IN-SERVICE TRAINING	22768134	04/08/2025	40.00	None
01-0502-5-752000	UNIFORMS	J.G. UNIFORMS INC	HONOR GUARD SHOES-GAR	144042	04/08/2025	85.00	None
01-0502-5-752000	UNIFORMS	J.G. UNIFORMS INC	BELT-SCHULIEN	143954	04/08/2025	29.55	None
01-0502-5-752000	UNIFORMS	HAIX NORTH AMERICA INC	BOOTS-PEELER	189667	04/08/2025	194.95	None
01-0502-5-752000	UNIFORMS	UNIFORMS DIRECT LLC	TIE BARS	01003444	04/08/2025	428.00	None
			Total Department 0502 POLICE PATROL			2,022.50	
Department: 0504 POLICE-COMMUNITY POLICING							
01-0504-5-706000	MATERIALS AND SUPPLIES	4IMPRINT	MAGNETIC POWER CLIPS	28989734	04/08/2025	816.09	None
01-0504-5-706000	MATERIALS AND SUPPLIES	POSITIVE PROMOTIONS, IN	COMMUNITY OUTREACH MA	07534322	04/08/2025	1,276.83	None
01-0504-5-706000	MATERIALS AND SUPPLIES	LIBERTY DOG SPA	GROOMERS	3/25	04/08/2025	56.60	None
			Total Department 0504 POLICE-COMMUNITY POLICING			2,149.52	
Department: 0505 POLICE-COMMUNITY SERVICES							
01-0505-3-751000	ANIMAL CARE	LAKE COUNTY HEALTH DEPT	ANIMAL CONTROL 2/25	28419	04/08/2025	35.00	None
01-0505-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	LAKE COUNTY TECH CAMPUS	CAREER EXPO REGISTRAT	13258	04/08/2025	25.00	None
01-0505-5-752000	UNIFORMS	SMARTSIGN	BATTERY STOP PADDLES	MPS-902437	04/08/2025	34.49	None
01-0505-5-752000	UNIFORMS	J.G. UNIFORMS INC	UNIFORM-YOUKHANNA/VOL	144325	04/08/2025	633.00	None
			Total Department 0505 POLICE-COMMUNITY SERVICES			727.49	
Department: 0601 FIRE-ADMINISTRATION							
01-0601-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 3/25 & 4/25	72897	04/08/2025	69.00	None
01-0601-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 3/25 & 4/25	72897	04/08/2025	492.81	None
01-0601-5-799000	MISCELLANEOUS	MCDONALD'S RESTAURANT	3-LUNCH TO P/U NEW AM	3/25	04/08/2025	21.93	None
			Total Department 0601 FIRE-ADMINISTRATION			583.74	
Department: 0602 FIRE PREVENTION							
01-0602-7-715000	MAINTENANCE OTHER EQUIPMENT	MINUTEMAN PRESS	FLYERS	4683	04/08/2025	132.05	None
			Total Department 0602 FIRE PREVENTION			132.05	
Department: 0603 FIRE-EMERGENCY SERVICES							
01-0603-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	FEBRUARY 2025 DEDUCTI	300954	04/08/2025	157.50	None
01-0603-3-728000	TECHNICAL SERVICES	COMCAST	SERVICE 3/16/25-4/15/	8771100270371485	04/08/2025	23.10	None
01-0603-3-728000	TECHNICAL SERVICES	NATIONAL TESTING NETWOR	COVERGE REMAINDER OF	17998	04/08/2025	125.00	None
01-0603-3-728000	TECHNICAL SERVICES	COMCAST	SERVICE 4/1/25-4/30/2	8771101090001948	04/08/2025	58.01	None
01-0603-3-728000	TECHNICAL SERVICES	COMCAST	SERVICE 4/1/25-4/30/2	8771101090016037	04/08/2025	23.18	None
01-0603-3-728000	TECHNICAL SERVICES	HEALTH ENDEAVORS, SC	MEDICAL EVALUATION-NE	9806	04/08/2025	760.00	None
01-0603-5-707000	FIREFIGHTER SUPPLIES	LINDE GAS & EQUIPMENT I	OXYGEN	48753849	04/08/2025	183.96	None
01-0603-5-707000	FIREFIGHTER SUPPLIES	STRYKER SALES, LLC	POWER COT REPAIR	9208832699	04/08/2025	1,003.98	None
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	LAKE COUNTY FIRE CHIEFS	LAKE COUNTY SUMMIT-HA	3/25	04/08/2025	400.00	None

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 01 GENERAL FUND							
Department: 0603 FIRE-EMERGENCY SERVICES							
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	NIPSTA	TRAINING CLASSES-NASP	80576499	04/08/2025	810.00	None
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	NIPSTA	TRAINING CLASS-HERDEG	80575415	04/08/2025	1,050.00	None
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	NIPSTA	TRAINING CLASS-REED	80582365	04/08/2025	650.00	None
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	ACROSS THE STREET PRODU	INCIDENT COMMAND RENE	27320	04/08/2025	125.00	None
01-0603-5-726000	FF MCGUIRE ROPE OPS TRAINING	ELEVATED SAFETY, LLC	FF MCGUIRE ROPE OPS T	SO007959	04/08/2025	1,300.00	None
01-0603-5-726000	CONSPACE TRAINING	ELEVATED SAFETY, LLC	FF'S HERDEGEN, WIASE,	SO007958	04/08/2025	4,200.00	None
01-0603-5-726000	TRENCH OPS TRAINING	NIPSTA	AC HUBBARD & FF MCGUI	80580608	04/08/2025	3,190.00	None
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	NIPSTA	TRAINING CLASS-HUBBAR	80576347	04/08/2025	650.00	None
				Total Department 0603 FIRE-EMERGENCY SERVICES		14,709.73	
Department: 0604 FIRE-SUPPORT SERVICES							
01-0604-3-705000	CONTRACTUAL SERVICES	VERIZON	SERVICE 2/9-3/8/25	6108044397	04/08/2025	324.40	None
01-0604-3-705000	CONTRACTUAL SERVICES	ESO SOLUTIONS	LICENSE FEES FOR RECO	ESO-164394	04/08/2025	318.28	None
01-0604-4-709000	UTILITIES - STATION 3	NORTH SHORE GAS CO	SERVICE 2/25	0604112347-1/FEB25	04/08/2025	94.69	None
01-0604-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTY	MISC HARDWARE & SUPPL	622430	04/08/2025	9.99	None
01-0604-5-706000	MATERIALS AND SUPPLIES	AMAZON CAPITAL SERVICES	URINAL SCREENS	1CNG-GKP1-M4NW	04/08/2025	19.59	None
01-0604-5-707000	GROUND LADDERS	UL LLC	ANNUAL AERIAL INSPECT	72020606789	04/08/2025	1,667.50	None
01-0604-5-707000	HEAT SENSOR LABELS	UL LLC	ANNUAL AERIAL INSPECT	72020606789	04/08/2025	60.00	None
01-0604-5-707000	FIREFIGHTER SUPPLIES	AMAZON CAPITAL SERVICES	AIR FILTER	1QLL-QNVD-PVDR	04/08/2025	9.99	None
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	HAT-SUGERMAN,S	130524	04/08/2025	24.00	None
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	HAT-RILEY	131220	04/08/2025	24.00	None
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORM-NEWQUIST	132784	04/08/2025	456.00	None
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORM-GREMPKA	133857	04/08/2025	214.00	None
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORM-PAKOSTA	134527	04/08/2025	517.00	None
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	HOODIE-YARC	134845	04/08/2025	89.00	None
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORM-BARTHOLOMEW	134843	04/08/2025	120.00	None
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	HOODIE-NASPINSKI	135170	04/08/2025	89.00	None
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	3-TEE-SHIRTS-RECKLING	130399	04/08/2025	84.00	None
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	TEE-SHIRTS-HASSENAUER	130400	04/08/2025	28.00	None
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORM-KUEBKER	134125	04/08/2025	91.00	None
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORM-RILEY	134336	04/08/2025	234.00	None
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORM-LAMPRICH	136006	04/08/2025	576.00	None
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORM-CONNER	134707	04/08/2025	273.00	None
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	HOODIE-PAKOSTA	134846	04/08/2025	24.00	None
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORM-KELLY	134844	04/08/2025	217.00	None
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORM-PYNE	134841	04/08/2025	111.00	None
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORM-DIEDRICH	135169	04/08/2025	359.00	None
01-0604-7-712000	MAINTENANCE BUILDINGS	GRAINGER INC	36-AIR FILTERS	9444142054	04/08/2025	205.56	None
01-0604-7-712000	MAINTENANCE BUILDINGS	ACE HARDWARE OF LIBERTY	MISC HARDWARE & SUPPL	622430	04/08/2025	(25.48)	None
01-0604-7-712000	MAINTENANCE BUILDINGS	ACE HARDWARE OF LIBERTY	MISC HARDWARE & SUPPL	622430	04/08/2025	100.54	None
01-0604-7-713000	LANDSCAPING AND MOWING	BUHRMAN DESIGN GROUP IN	LANDSCAPING MAINT 4/2	13356	04/08/2025	582.92	None
01-0604-7-713000	LANDSCAPING AND MOWING	FLECK'S LANDSCAPING	LANDSCAPING MAINT #12	2503021	04/08/2025	150.08	None
				Total Department 0604 FIRE-SUPPORT SERVICES		7,048.06	
Department: 0701 PARKS							
01-0701-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL I	5/25	04/08/2025	15,829.00	None
01-0701-3-705000	CLEANING OF 544 NORTH	CHI-TOWN CLEANING SERVI	CLEANING SERVICES 3/2	25-0108	04/08/2025	374.00	None
01-0701-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/25	6878964000/FEB25	04/08/2025	56.75	None
01-0701-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/25	0313142000/FEB25	04/08/2025	29.40	None
01-0701-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/25	1999944000/FEB25	04/08/2025	30.43	None

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF LIBERTYVILLE

EXP CHECK RUN DATES 04/08/2025 - 04/08/2025
POSTED
OPEN AND PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 01 GENERAL FUND							
Department: 0701 PARKS							
01-0701-5-706000	MATERIALS AND SUPPLIES	MCMASTER-CARR SUPPLY CO	CLAMPS-BANNERS	42598110	04/08/2025	69.21	None
01-0701-5-706000	MATERIALS AND SUPPLIES	MCMASTER-CARR SUPPLY CO	CLAMPS-BANNER HARDWAR	42707812	04/08/2025	18.42	None
01-0701-5-706000	MATERIALS AND SUPPLIES	MCMASTER-CARR SUPPLY CO	CLAMPS-BANNER HARDWAR	42707812	04/08/2025	8.74	None
01-0701-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	MATERIAL-WIND SCREENS	30562	04/08/2025	39.99	None
01-0701-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	TO HANG SCREENS AT RS	30510	04/08/2025	42.28	None
01-0701-5-706000	MATERIALS AND SUPPLIES	GRAINGER INC	ADLER BATHROOM REPAIR	9443652848	04/08/2025	90.43	None
01-0701-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTY	MISC HARDWARE & SUPPL	622430	04/08/2025	45.97	None
01-0701-5-706000	MATERIALS AND SUPPLIES	T & T REPRODUCTIONS & S	MATERIALS FOR BLUEBER	74881	04/08/2025	94.80	None
01-0701-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	NIPSTA	FLAGGER TRAINING-BEAK	83186414	04/08/2025	112.75	None
01-0701-5-728000	TREE SURGERY AND SPRAYING	MCMASTER-CARR SUPPLY CO	KEY FOR CHIPPER	43202067	04/08/2025	12.72	None
01-0701-5-752000	UNIFORMS	CINTAS CORPORATION	UNIFORMS	4224536146	04/08/2025	40.04	None
01-0701-5-799000	MISCELLANEOUS	ILLINOIS TOLLWAY	REPLENISH IPASS	5830	04/08/2025	35.00	None
01-0701-7-712000	MAINTENANCE BUILDING	ACE HARDWARE OF LIBERTY	MISC HARDWARE & SUPPL	622430	04/08/2025	(25.48)	None
01-0701-7-712000	MAINTENANCE BUILDING	ACE HARDWARE OF LIBERTY	MISC HARDWARE & SUPPL	622430	04/08/2025	25.99	None
01-0701-7-713000	SNOW REMOVAL	TGF ENTERPRISES INC	PLOW/V/SKID STEER/SHO	6479	04/08/2025	827.82	None
01-0701-7-713000	SHORELINE MAINTENANCE	TALLGRASS RESTORATION,	SHORELINE PLANT BURN	2034287	04/08/2025	2,875.00	None
01-0701-7-713000	LANDSCAPING AND MOWING	BUHRMAN DESIGN GROUP IN	LANDSCAPING MAINT 4/2	13356	04/08/2025	20,866.42	None
01-0701-7-713000	LANDSCAPING AND MOWING	FLECK'S LANDSCAPING	LANDSCAPING MAINT #12	2503021	04/08/2025	1,334.08	None
01-0701-7-713000	SHORELINE MAINTENANCE	TALLGRASS RESTORATION,	SHORELINE PLANT MAINT	2034295	04/08/2025	2,040.00	None
01-0701-7-715000	RADIATOR SD50-0531 (4045 TIER 2)	ALEXANDER EQUIPMENT COM	RADIATOR FOR CHIPPER	215344	04/08/2025	1,607.95	None
01-0701-7-715000	FREIGHT	ALEXANDER EQUIPMENT COM	RADIATOR FOR CHIPPER	215344	04/08/2025	225.00	None
				Total Department 0701 PARKS		46,706.71	
Department: 0702 RECREATION							
01-0702-3-713000	INDEPENDENT CONTRACTOR	BROWN, REGINA	BABYSITTING TRAINING	110 GB	04/08/2025	490.00	None
01-0702-3-713000	INDEPENDENT CONTRACTOR	IL SHOTOKAN KARATE INC	WTR 2025 KARATE INSTR	117	04/08/2025	5,030.40	None
01-0702-3-713000	INDEPENDENT CONTRACTORS	MUSIC-IN-THE-BOX	WTR2 2025 MUSIC CLS I	WTR2 2025 LPRD	04/08/2025	1,471.50	None
01-0702-3-713000	INDEPENDENT CONTRACTOR	ROBOTHINK LLC	ROBOTICS SPR CAMP/3/2	INV/2025/0032	04/08/2025	1,600.00	None
01-0702-3-713000	INDEPENDENT CONTRACTOR	THE LIFESPORT LIBERTYVI	PICKLEBALL 3/4-3/27/2	3/25	04/08/2025	104.00	None
01-0702-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/25	7280542000/FEB25	04/08/2025	42.88	None
01-0702-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 2/25	0602319168-1/FEB25	04/08/2025	293.16	None
01-0702-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 2/25	0606557454-1/FEB25	04/08/2025	109.81	None
01-0702-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 3/25 & 4/25	72897	04/08/2025	34.04	None
01-0702-5-706000	SUPPL & EXP - TOT PROGRAMS	HOUSE OF CLAUSE LLC	PRESCHOOL HOLIDAY SAN	12/18/25	04/08/2025	62.50	None
01-0702-5-716000	DANCE PROGRAM EXPENSE	A WISH COME TRUE	DANCE COSTUME	3/25	04/08/2025	25.00	None
01-0702-5-716000	DANCE PROGRAM EXPENSE	WEISSMAN'S DESIGNS FOR	DANCE COSTUME	0018714424	04/08/2025	149.09	None
01-0702-5-716000	DANCE PROGRAM EXPENSE	MINUTEMAN PRESS	DANCE RECITAL TICKETS	4625	04/08/2025	76.79	None
01-0702-5-722000	SEASONAL BROCHURES	JAMES W SMITH PRINTING	SUMMER 2025 POSTCARD	055750	04/08/2025	2,747.00	None
01-0702-5-722000	SEASONAL BROCHURES	JAMES W SMITH PRINTING	SUMMER 2025 BROCHURES	055817	04/08/2025	2,457.00	None
01-0702-5-723000	OFFICE SUPPLIES	CONSTANT CONTACT	EMAIL SERVICE MONTHLY	3/25	04/08/2025	47.50	None
01-0702-5-723000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	1QTH-Y9NR-K96L	04/08/2025	96.37	None
01-0702-5-723000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	6-BROCHURE HOLDER/FRA	1XXG-LNVL-94WL	04/08/2025	267.42	None
01-0702-5-723000	OFFICE SUPPLIES	MINUTEMAN PRESS	FULLTIME STAFF SHIRTS	4693	04/08/2025	403.65	None
01-0702-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	CHI CHAPTER OF WOMEN IN	WILS ANNUAL MEMBERSHI	18864627	04/08/2025	42.00	None
01-0702-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	CHI CHAPTER OF WOMEN IN	LEADERSHIP CONF-O'TOO	3/25	04/08/2025	80.00	None
01-0702-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	STATUSFY	RAIN OUT PHONE LINE	3957	04/08/2025	399.00	None
01-0702-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	O'TOOLE, JULIE	REIMBURSE-CPR CERTIFI	3/25	04/08/2025	270.00	None
01-0702-5-732000	SUPPLIES & EXP -SPC EVNT FMLY	MAINSTREET LIBERTYVILLE	GIFT CERTIFICATE-PUZZ	3/25	04/08/2025	40.00	None
01-0702-5-732000	SUPPLIES & EXP -SPC EVNT FMLY	ANTIOCH PIZZA	PARENT'S NIGHT OUT-PI	3/25	04/08/2025	31.00	None
01-0702-5-732000	SUPPLIES & EXP -SPC EVNT FMLY	HOUSE OF CLAUSE LLC	NORTH POLE EXPRESS SA	12/6/25	04/08/2025	62.50	None

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 01 GENERAL FUND							
Department: 0702 RECREATION							
01-0702-5-732000	SUPPLIES & EXP -SPC EVNT FMLY	HOUSE OF CLAUSE LLC	TREE LIGHTING SANTA	11/28/25	04/08/2025	125.00	None
01-0702-5-732000	SUPPLIES & EXP -SPC EVNT FMLY	HOUSE OF CLAUSE LLC	COOKIES & COCOA SANTA	12/14/25	04/08/2025	187.50	None
01-0702-5-750000	REFUNDS	HOTOPP, TIFFANY	REFUND-CAMP	2003899.002	04/08/2025	255.00	None
01-0702-5-750000	REFUNDS	LOKHANDWALA, QUTUB	REFUND-CANCELLED BOOK	2003903.002	04/08/2025	500.00	None
01-0702-7-712000	CRAWFORD HOUSE INTERNET	COMCAST	SERVICE 3/8/25-4/7/25	8771101090189895	04/08/2025	24.21	None
01-0702-7-712000	CLEANING OF ADLER LODGE	CHI-TOWN CLEANING SERVI	CLEANING SERVICES 3/2	25-0108	04/08/2025	650.00	None
01-0702-7-712000	CLEANING OF CRAWFORD HOUSE	CHI-TOWN CLEANING SERVI	CLEANING SERVICES 3/2	25-0108	04/08/2025	650.00	None
01-0702-7-712000	CLEANING OF RIVERSIDE OFFICES	CHI-TOWN CLEANING SERVI	CLEANING SERVICES 3/2	25-0108	04/08/2025	400.00	None
01-0702-7-712000	CLEANING OFRIVERSIDE PRESCHOOL	CHI-TOWN CLEANING SERVI	CLEANING SERVICES 3/2	25-0108	04/08/2025	500.00	None
01-0702-7-712000	CLEANING OFRIVERSIDE BATHROOMS	CHI-TOWN CLEANING SERVI	CLEANING SERVICES 3/2	25-0108	04/08/2025	350.00	None
01-0702-7-712000	CLEANING OF BUTLER FIELD HOUSE	CHI-TOWN CLEANING SERVI	CLEANING SERVICES 3/2	25-0108	04/08/2025	275.00	None
				Total Department 0702 RECREATION		20,349.32	
Department: 0703 SWIMMING POOL OPERATIONS							
01-0703-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 3/25 & 4/25	72897	04/08/2025	102.16	None
01-0703-7-712000	MAINTENANCE BUILDING	ELITE GROWERS, INC	PLANTINGS - ADLER POO	2025000223	04/08/2025	794.10	None
01-0703-7-712000	MAINTENANCE BUILDING	ACE HARDWARE OF LIBERTY	MISC HARDWARE & SUPPL	622430	04/08/2025	45.33	None
				Total Department 0703 SWIMMING POOL OPERATIONS		941.59	
Department: 1000 EMERGENCY MANAGEMENT AGENCY							
01-1000-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	IL EMERGENCY SERVICE MG	2025 IESMA TRAINING S	106467514	04/08/2025	125.00	None
				Total Department 1000 EMERGENCY MANAGEMENT AGENCY		125.00	
Department: 1200 LEGISLATIVE BDS & COMMITTEES							
01-1200-3-728000	TECHNICAL SERVICE	PADDOCK PUBLICATIONS, I	ZBA25-03 PUBLIC HEARI	329861	04/08/2025	78.20	None
01-1200-5-799000	MISCELLANEOUS	PANERA BREAD	BUDGET MTG BREAKFAST	177290	04/08/2025	129.73	None
01-1200-5-799000	MISCELLANEOUS	DOS AMIGO'S	BUDGET MTG LUNCHEON	14	04/08/2025	422.09	None
01-1200-5-799000	MISCELLANEOUS	COPPOLILLO'S	BUDGET DINNER	3/25	04/08/2025	101.00	None
01-1200-5-799000	MISCELLANEOUS	ANTIOCH PIZZA	BUDGET DINNER	8	04/08/2025	115.75	None
01-1200-5-799000	MISCELLANEOUS	AMAZON	ARC NAME PLATES	113-5965363-5412268	04/08/2025	68.23	None
				Total Department 1200 LEGISLATIVE BDS & COMMITTEES		915.00	
Department: 1300 LEGAL							
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	MONTHLY LEGAL RETAINE	21799	04/08/2025	8,640.00	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-MAJOR C	21996	04/08/2025	735.00	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-ZONING	21821	04/08/2025	2,820.00	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-REDEVEL	21811	04/08/2025	156.00	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-LABOR &	21822	04/08/2025	2,430.00	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-FIRE DE	21823	04/08/2025	283.00	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-SALE OF	21824	04/08/2025	1,822.00	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-VILLAGE	21825	04/08/2025	78.00	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-NEW POL	21818	04/08/2025	2,169.00	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-MISC LI	21826	04/08/2025	156.00	None
01-1300-3-779000	LITIGATION	ELROD FRIEDMAN LLP	LEGAL COUNSEL-LIBERTY	21820	04/08/2025	4,407.00	None
01-1300-3-779000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-SPECTRU	21819	04/08/2025	617.00	None
				Total Department 1300 LEGAL		24,313.00	
Department: 1500 CENTRAL BUSINESS DST PARKING							
01-1500-7-712000	MAINTENANCE BUILDING	LED PHANTOM DISTRIBUTIO	LAKE STREET PARK GARA	SO29407	04/08/2025	166.00	None
01-1500-7-712000	MAINTENANCE BUILDING	EBAY	ELEVATOR FRAME-CHURCH	26-12774-01432	04/08/2025	57.48	None
01-1500-7-712000	MAINTENANCE BUILDING	GRAINGER INC	LAKE STREET GARAGE LI	9444658547	04/08/2025	543.00	None

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 01 GENERAL FUND							
Department: 1500 CENTRAL BUSINESS DST PARKING							
01-1500-7-712000	MAINTENANCE BUILDING	GRAINGER INC	4-FUSES	9450944963	04/08/2025	42.96	None
01-1500-7-712000	MAINTENANCE BUILDING	FOX VALLEY FIRE & SAFET	REPLACED GASKET FROM	IN00743858	04/08/2025	1,405.00	None
01-1500-7-713000	MAINTENANCE PARKING LOTS	PETER'S POWER WASH SERV	GARBAGE POWER WASH	689	04/08/2025	1,040.00	None
01-1500-7-713000	SNOW REMOVAL	TGF ENTERPRISES INC	PLOW-REF C, LOT 6 & 1	6477	04/08/2025	190.96	None
01-1500-7-713000	LANDSCAPING AND MOWING	BUHRMAN DESIGN GROUP IN	LANDSCAPING MAINT 4/2	13356	04/08/2025	955.42	None
				Total Department 1500 CENTRAL BUSINESS DST PARKING		4,400.82	
Department: 1600 COMMUNITY ORGAN/ACTIVITIES							
01-1600-5-754000	NO IL SPECIAL RECREATION ASSN	SPECIAL REC ASSN OF CEN	2024/25 INCLUSION 5	3/25	04/08/2025	16,596.06	None
01-1600-5-761000	SPECIAL EVENTS	HOUSE OF CLAUSE LLC	SANTA PARADE SANTA	12/6/25	04/08/2025	375.00	None
				Total Department 1600 COMMUNITY ORGAN/ACTIVITIES		16,971.06	
Department: 1700 PUBLIC BUILDINGS							
01-1700-4-712000	STORMWATER FEE	VILLAGE OF LIBERTYVILLE	STORMSEWER VILLAGE AC	3/25	04/08/2025	2,950.50	None
01-1700-7-712000	LANDSCAPING AND MOWING	BUHRMAN DESIGN GROUP IN	LANDSCAPING MAINT 4/2	13356	04/08/2025	279.92	None
01-1700-7-712000	CLEANING OF VILLAGE HALL	CHI-TOWN CLEANING SERVI	CLEANING SERVICES 3/2	25-0108	04/08/2025	850.00	None
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	PETER'S POWER WASH SERV	POWER WASH-SCHERTZ	688	04/08/2025	900.00	None
01-1700-7-713000	LANDSCAPING AND MOWING	BUHRMAN DESIGN GROUP IN	LANDSCAPING MAINT 4/2	13356	04/08/2025	1,080.67	None
01-1700-7-713000	CLEANING OF SCHERTZ BLDG	CHI-TOWN CLEANING SERVI	CLEANING SERVICES 3/2	25-0108	04/08/2025	1,525.00	None
				Total Department 1700 PUBLIC BUILDINGS		7,586.09	
				Total Fund 01 GENERAL FUND		241,884.78	
Fund: 02 CONCORD SPECIAL SERVICE AREA							
Department: 0000 GENERAL							
02-0000-0-781000	LANDSCAPING AND MOWING	BUHRMAN DESIGN GROUP IN	LANDSCAPING MAINT 4/2	13356	04/08/2025	1,226.08	None
02-0000-0-799000	MISCELLANEOUS EXPENSE	ACE HARDWARE OF LIBERTY	MISC HARDWARE & SUPPL	622430	04/08/2025	9.98	None
				Total Department 0000 GENERAL		1,236.06	
				Total Fund 02 CONCORD SPECIAL SERVICE AREA		1,236.06	
Fund: 05 FOREIGN FIRE INSURANCE TAX							
Department: 0000 GENERAL							
05-0000-0-790000	FIRE FIGHTING/EMER MED EQUIP	DAKBOARD	ANNUAL SUBSCRIPTION-S	30DA9EE9-0002	04/08/2025	96.00	None
				Total Department 0000 GENERAL		96.00	
				Total Fund 05 FOREIGN FIRE INSURANCE TAX		96.00	
Fund: 06 TIM/CREEK SPECIAL SERVICE AREA							
Department: 0000 GENERAL							
06-0000-0-781000	LANDSCAPING AND MOWING	BUHRMAN DESIGN GROUP IN	LANDSCAPING MAINT 4/2	13356	04/08/2025	625.25	None
				Total Department 0000 GENERAL		625.25	
				Total Fund 06 TIM/CREEK SPECIAL SERVICE AREA		625.25	
Fund: 13 HOTEL/MOTEL TAX FUND							
Department: 0000 GENERAL							
13-0000-0-713000	DOWNTOWN BEAUTIFICATION	MENARDS INC	EPOXY-REPAIR FENCE	30696	04/08/2025	22.99	None
13-0000-0-713000	DOWNTOWN BEAUTIFICATION	BUHRMAN DESIGN GROUP IN	LANDSCAPING MAINT 4/2	13356	04/08/2025	4,216.44	None
13-0000-0-720000	COOK HOUSE	ACE HARDWARE OF LIBERTY	MISC HARDWARE & SUPPL	622430	04/08/2025	8.99	None
13-0000-0-755000	REPLACEMENT BANNERS	ZENON COMPANY	PURCHASE REPLACEMENTS	7280	04/08/2025	1,551.80	None
13-0000-0-759000	TOURISM PROMOTIONS	FACEBOOK, INC	FLAVOR FEST ADS	10201554401412970	04/08/2025	219.98	None
13-0000-0-762000	CIVIC CENTER	RAMPRO FACILITIES SERVI	CLEAN KITCHEN HOOD-CI	#INV-004030	04/08/2025	600.00	None

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Fund: 13 HOTEL/MOTEL TAX FUND							
Department: 0000 GENERAL							
13-0000-0-762000	CIVIC CENTER	ALL MECHANICAL INDUSTRI	REPAIR AIRFLOW TO RTU	94635	04/08/2025	815.00	None
13-0000-0-762000	CIVIC CENTER	MENARDS INC	CO ALARM BATTERY	30822	04/08/2025	16.84	None
				Total Department 0000 GENERAL		7,452.04	
				Total Fund 13 HOTEL/MOTEL TAX FUND		7,452.04	
Fund: 14 COMMUTER PARKING FUND							
Department: 0000 GENERAL							
14-0000-3-730000	RENTAL OF LAND	AMERICAN LEGION POST #3	PARKING LOT LEASE 5/2	4/25	04/08/2025	550.00	None
14-0000-7-713000	SNOW REMOVAL	TGF ENTERPRISES INC	PLOW/V/SKID STEER/SHO	6476	04/08/2025	1,114.26	None
14-0000-7-713000	SNOW REMOVAL	TGF ENTERPRISES INC	PLOW/V/SKID STEER/SAL	6478	04/08/2025	439.34	None
14-0000-7-713000	LANDSCAPING AND MOWING	BUHRMAN DESIGN GROUP IN	LANDSCAPING MAINT 4/2	13356	04/08/2025	1,572.75	None
14-0000-7-713000	CLEANING OF METRA STATIONS	CHI-TOWN CLEANING SERVI	CLEANING SERVICES 3/2	25-0108	04/08/2025	1,000.00	None
14-0000-7-713000	LANDSCAPING AND MOWING	FLECK'S LANDSCAPING	LANDSCAPING MAINT #12	2503021	04/08/2025	296.42	None
14-0000-7-713000	MAINTENANCE GROUNDS	ARROW PLUMBING, INC	RODDING BASEMENT CLEA	I-57650-2	04/08/2025	380.00	None
				Total Department 0000 GENERAL		5,352.77	
				Total Fund 14 COMMUTER PARKING FUND		5,352.77	
Fund: 20 UTILITY FUND							
Department: 0000 GENERAL							
20-0000-0-401001	DUE TO UTILITY CUSTOMER	MCGRORY, TIMOTHY	UB refund for account	03/31/2025	04/08/2025	1,005.55	None
20-0000-0-401001	DUE TO UTILITY CUSTOMER	LIFESTYLE CYCLE, LLC	UB refund for account	03/31/2025	04/08/2025	963.00	None
20-0000-0-401001	DUE TO UTILITY CUSTOMER	LIFESTYLE CYCLE, LLC	UB refund for account	03/31/2025	04/08/2025	447.08	None
20-0000-0-401001	DEPOSIT REFUND	SAGALA, ELIZABETH	UB refund for account	04/02/2025	04/08/2025	200.00	None
20-0000-0-413000	LC INTERCEPTOR CONNECTION FEE	LAKE COUNTY DEPT OF PUB	INTERCEPTOR CONNECTIO	4/25	04/08/2025	1,580.00	None
				Total Department 0000 GENERAL		4,195.63	
Department: 2020 WATER DEPARTMENT							
20-2020-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL I	5/25	04/08/2025	6,867.00	None
20-2020-3-728000	ASSESSMENT	M.E. SIMPSON COMPANY, I	FIRE HYDRANT MAINT &	44249	04/08/2025	27,410.00	None
20-2020-3-728000	ASSESSMENT	M.E. SIMPSON COMPANY, I	FIRE HYDRANT MAINT &	44275	04/08/2025	29,025.00	None
20-2020-3-728000	TECHNICAL SERVICES	DATA PROSE LLC	WTR/SWR BILLING 3/25	DP2501533	04/08/2025	391.33	None
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/25	6094292000/FEB25	04/08/2025	304.54	None
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/25	9157711222/FEB25	04/08/2025	38.80	None
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/25	8789828000/FEB25	04/08/2025	63.48	None
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/25	8368684111/FEB25	04/08/2025	43.58	None
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/25	1405818000/FEB25	04/08/2025	198.58	None
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/25	6250543000/FEB25	04/08/2025	314.45	None
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/25	2772723333/FEB25	04/08/2025	348.32	None
20-2020-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 2/25	0603114171-1/FEB25	04/08/2025	137.80	None
20-2020-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 3/25 & 4/25	72897	04/08/2025	34.65	None
20-2020-4-712000	STORMWATER FEE	VILLAGE OF LIBERTYVILLE	STORMSEWER VILLAGE AC	3/25	04/08/2025	247.50	None
20-2020-5-706000	MATERIALS AND SUPPLIES	CORE & MAIN LP	TOOLS	W354901	04/08/2025	640.26	None
20-2020-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTY	MISC HARDWARE & SUPPL	622430	04/08/2025	385.28	None
20-2020-5-706000	MATERIALS AND SUPPLIES	SAUCEDO TOOLS INC	STAR BIT SOCKETS	9234	04/08/2025	72.82	None
20-2020-5-722000	POSTAGE	DATA PROSE LLC	WTR/SWR BILLING 3/25	DP2501533	04/08/2025	729.26	None
20-2020-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	NIPSTA	FLAGGER TRAINING-WOER	83600102	04/08/2025	112.75	None
20-2020-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	ILLINOIS TOLLWAY	UNPAID TOLLS-M244018	VN5707439851	04/08/2025	16.10	None
20-2020-7-712000	LANDSCAPING AND MOWING	BUHRMAN DESIGN GROUP IN	LANDSCAPING MAINT 4/2	13356	04/08/2025	301.42	None
20-2020-7-712000	MAINTENANCE BLDG AND GROUNDS	MENARDS INC	SHELVING AND BRACKETS	30908	04/08/2025	128.83	None

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Fund: 20 UTILITY FUND							
Department: 2020 WATER DEPARTMENT							
20-2020-7-712000	MAINTENANCE BLDG AND GROUNDS	MENARDS INC	1 1/2 INCH FITTINGS	30928	04/08/2025	87.12	None
20-2020-7-712000	MAINTENANCE BLDG AND GROUNDS	MENARDS INC	RISER GRIPPER	30878	04/08/2025	8.99	None
20-2020-7-712000	LANDSCAPING AND MOWING	FLECK'S LANDSCAPING	LANDSCAPING MAINT #12	2503021	04/08/2025	605.42	None
20-2020-7-716000	AGGREGATES/BACKFILL MATERIAL	VULCAN CONSTRUCTION MAT	AGGREGATES/BACKFILL M	2937878	04/08/2025	1,144.38	None
20-2020-7-716000	MAINTENANCE WATER LINE	THELEN MATERIALS LLC	#8 WASH STONE	443920	04/08/2025	773.92	None
20-2020-7-716000	MAINTENANCE WATER LINE	PROSPAN MANUFACTURING C	SHORING BOX PARTS	2025-01005	04/08/2025	390.00	None
				Total Department 2020 WATER DEPARTMENT		70,821.58	
Department: 2021 SEWER DEPARTMENT							
20-2021-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL I	5/25	04/08/2025	5,893.00	None
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/25	5845334000/FEB25	04/08/2025	41.90	None
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/25	3726440100/FEB25	04/08/2025	73.95	None
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/25	9602198000/FEB25	04/08/2025	143.50	None
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/25	9465532222/FEB25	04/08/2025	66.63	None
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/25	8376092000/FEB25	04/08/2025	47.99	None
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/25	3865032000/FEB25	04/08/2025	58.03	None
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/25	0775692000/FEB25	04/08/2025	41.61	None
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/25	2563892000/FEB25	04/08/2025	50.44	None
20-2021-5-722000	POSTAGE	DATA PROSE LLC	WTR/SWR BILLING 3/25	DP2501533	04/08/2025	729.26	None
20-2021-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	NIPSTA	FLAGGER TRAINING-BEAK	83186414	04/08/2025	112.75	None
20-2021-5-752000	UNIFORMS	CUTLER WORKWEAR	BOOTS-PORTWICH	PS-INV045810	04/08/2025	166.45	None
20-2021-7-715000	MAINTENANCE LIFT STATIONS	MCMASTER-CARR SUPPLY CO	SNAP-IN PANEL PLUGS	42606849	04/08/2025	30.27	None
20-2021-7-715000	LANDSCAPING AND MOWING	BUHRMAN DESIGN GROUP IN	LANDSCAPING MAINT 4/2	13356	04/08/2025	63.00	None
20-2021-7-715000	LANDSCAPING AND MOWING	FLECK'S LANDSCAPING	LANDSCAPING MAINT #12	2503021	04/08/2025	299.33	None
20-2021-7-716000	MAINTENANCE SEWER LINES	RAY SCHRAMER & CO	2-GRATES	168557	04/08/2025	54.10	None
20-2021-7-716000	MAINTENANCE SEWER LINES	RAY SCHRAMER & CO	GASKET PIPE/SOLID PIP	168568	04/08/2025	982.00	None
				Total Department 2021 SEWER DEPARTMENT		8,854.21	
Department: 2022 WASTE WATER TREATMENT PLANT							
20-2022-3-728000	SCADA MAINTENANCE	CONCENTRIC INTEGRATION,	SCADA SYSTEM MAINTENA	0270182	04/08/2025	1,912.10	None
20-2022-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 2/25	0606400787-2/FEB25	04/08/2025	5,003.19	None
20-2022-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 3/25 & 4/25	72897	04/08/2025	37.46	None
20-2022-5-706000	MATERIALS AND SUPPLIES	AMAZON CAPITAL SERVICES	6-MECHANICAL TIME SWI	1YCV-K3DN-3VKJ	04/08/2025	414.59	None
20-2022-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTY	MISC HARDWARE & SUPPL	622430	04/08/2025	24.15	None
20-2022-5-706000	MATERIALS AND SUPPLIES	GRAINGER INC	2-VACUUM PUMP OIL	9453448806	04/08/2025	30.88	None
20-2022-5-707000	HYPERION 1997	CHEMTRADE CHEMICALS US	PHOSPHORUS REMOVAL CH	90220548	04/08/2025	12,631.90	None
20-2022-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	AMERICAN WATER WORKS AS	TRAINING COURSE-O'MAL	200095798	04/08/2025	80.00	None
20-2022-7-712000	LANDSCAPING AND MOWING	BUHRMAN DESIGN GROUP IN	LANDSCAPING MAINT 4/2	13356	04/08/2025	1,246.08	None
20-2022-7-712000	CLEANING OF WWTP	CHI-TOWN CLEANING SERVI	CLEANING SERVICES 3/2	25-0108	04/08/2025	311.00	None
20-2022-7-715000	MAINTENANCE OTHER EQUIPMENT	MCMASTER-CARR SUPPLY CO	BAR SCREEN CONTROL MO	42703266	04/08/2025	353.20	None
20-2022-7-715000	MAINTENANCE OTHER EQUIPMENT	GRAINGER INC	SCREW PUMP GREASER MO	9450584397	04/08/2025	490.51	None
				Total Department 2022 WASTE WATER TREATMENT PLANT		22,535.06	
Department: 2024 UTILITY-CAPITAL IMPROVEMENT							
20-2024-5-788000	WATER METERS AND RADIO READ MXU D	CORE & MAIN LP	WATER METERS & RADIO	W328064	04/08/2025	2,287.46	None
20-2024-5-788000	REPLACEMENT METERS	FERGUSON ENTERPRISES LL	HYDRANT METER	0283444	04/08/2025	3,335.00	None
20-2024-5-793000	HYDRANTS, VALVES, MISC	WATER PRODUCTS CO OF AU	FIRE HYDRANTS AND PAR	0327982	04/08/2025	8,196.50	None
20-2024-5-793000	HYDRANTS, VALVES, MISC	WATER PRODUCTS CO OF AU	HYDRANT PARTS	0328098	04/08/2025	1,333.83	None
20-2024-6-777000	CASS AVENUE LS	BERGER EXCAVATING CONTR	CASS AVENUE LIFT STAT	1	04/08/2025	460,527.75	None
20-2024-6-777000	ENGINEERING - CASS AVE LS	HMG ENGINEERS	CASS AVENUE LIFT STAT	8509-116	04/08/2025	12,926.50	None

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 20 UTILITY FUND							
Department: 2024 UTILITY-CAPITAL IMPROVEMENT							
20-2024-6-795000	RESIDENT ENGINEER SERVICES	GEWALT HAMILTON ASSOCIA	2024 WM REPLACE - CON	4593.008-8	04/08/2025	1,462.00	None
20-2024-6-795000	WATER SYSTEM IMPROVEMENTS	GEWALT HAMILTON ASSOCIA	24&25 WM REPLACE - EN	4593.007-16	04/08/2025	3,633.66	None
				Total Department 2024 UTILITY-CAPITAL IMPROVEMENT		493,702.70	
				Total Fund 20 UTILITY FUND		600,109.18	
Fund: 21 STORMWATER SEWER FUND							
Department: 0000 GENERAL							
21-0000-0-401000	ACCOUNTS PAYABLE	HORNBY, EDWARD W	UB refund for account	03/31/2025	04/08/2025	543.52	None
				Total Department 0000 GENERAL		543.52	
Department: 2121 STORMWATER SEWER							
21-2121-6-790000	CB RESERVOIR SHORELINE MAINTENANC	TALLGRASS RESTORATION,	CHARLES BROWN RESERVO	2034286	04/08/2025	1,315.00	None
21-2121-6-790000	CB RESERVOIR SHORELINE MAINTENANC	TALLGRASS RESTORATION,	SHORELINE PLANT MAINT	2034295	04/08/2025	1,405.00	None
21-2121-7-718000	LANDSCAPING AND MOWING	BUHRMAN DESIGN GROUP IN	LANDSCAPING MAINT 4/2	13356	04/08/2025	2,044.58	None
21-2121-7-718000	LANDSCAPING AND MOWING	FLECK'S LANDSCAPING	LANDSCAPING MAINT #12	2503021	04/08/2025	183.12	None
				Total Department 2121 STORMWATER SEWER		4,947.70	
				Total Fund 21 STORMWATER SEWER FUND		5,491.22	
Fund: 30 VEHICLE MAINT/REPL SERVICE FD							
Department: 0000 GENERAL							
30-0000-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL I	5/25	04/08/2025	8,913.00	None
30-0000-3-787000	TOWER 461 INSPECTION	UL LLC	ANNUAL AERIAL INSPECT	72020606789	04/08/2025	1,890.00	None
30-0000-3-787000	MAINT MOTOR VEHICLE FEES	EMERGENCY APPARATUS MAI	ANNUAL NFPA PUMP TEST	133935	04/08/2025	553.92	None
30-0000-3-787000	MAINT MOTOR VEHICLE FEES	EMERGENCY APPARATUS MAI	ANNUAL NFPA PUMP TEST	133936	04/08/2025	553.92	None
30-0000-3-787000	MAINT MOTOR VEHICLE FEES	EMERGENCY APPARATUS MAI	ANNUAL NFPA PUMP TEST	133937	04/08/2025	613.92	None
30-0000-3-787000	MAINT MOTOR VEHICLE FEES	EMERGENCY APPARATUS MAI	ANNUAL NFPA PUMP TEST	133938	04/08/2025	613.92	None
30-0000-3-787000	MAINT MOTOR VEHICLE FEES	EMERGENCY APPARATUS MAI	ANNUAL NFPA PUMP TEST	133939	04/08/2025	635.22	None
30-0000-5-706000	SHOP SUPPLIES	TERMINAL SUPPLY CO	SHOP SUPPLIES	14797-00	04/08/2025	687.67	None
30-0000-5-711000	FUEL AND OIL	AL WARREN OIL CO INC	OIL	W1733713	04/08/2025	1,355.20	None
30-0000-5-711000	FUEL AND OIL	AL WARREN OIL CO INC	UNLEADED GASOLINE	W1734158	04/08/2025	18,835.90	None
30-0000-5-711000	GASOLINE & OIL	LINDE GAS & EQUIPMENT I	CYLINDERS	48753847	04/08/2025	78.00	None
30-0000-5-711000	GASOLINE & OIL	LINDE GAS & EQUIPMENT I	CYLINDERS	48753851	04/08/2025	29.25	None
30-0000-5-711000	GASOLINE & OIL	NAPA AUTO PARTS	MISC VEHICLE REPAIR P	75203	04/08/2025	38.98	None
30-0000-5-714000	VEHICLE PARTS	HYDRAULIC SERVICES & RE	LIFT CYLINDER	400563	04/08/2025	341.15	None
30-0000-5-714000	VEHICLE PARTS	DUXLER TIRE STORE	WHEEL BALANCE	141032	04/08/2025	80.00	None
30-0000-5-714000	VEHICLE PARTS	DUXLER TIRE STORE	TIRE DISPOSAL	141041	04/08/2025	54.00	None
30-0000-5-714000	VEHICLE PARTS	DUXLER TIRE STORE	TIRES	139532	04/08/2025	590.12	None
30-0000-5-714000	VEHICLE PARTS	CHICAGO PARTS & SOUND L	BRAKES & ROTORS	42V0004867	04/08/2025	378.57	None
30-0000-5-714000	VEHICLE PARTS	CHICAGO PARTS & SOUND L	BATTERY	42V0004984	04/08/2025	344.36	None
30-0000-5-714000	VEHICLE PARTS	TERMINAL SUPPLY CO	MINI GIANT POWER RELA	16013-00	04/08/2025	89.54	None
30-0000-5-714000	VEHICLE PARTS	CHICAGO PARTS & SOUND L	RETURN-BATTERY	40C0005585	04/08/2025	(22.00)	None
30-0000-5-714000	VEHICLE PARTS	LIBERTYVILLE LINCOLN SA	VALVE ASSEMBLY	5141359	04/08/2025	46.54	None
30-0000-5-714000	VEHICLE PARTS	LIBERTYVILLE LINCOLN SA	2-HOSES	5141317	04/08/2025	176.00	None
30-0000-5-714000	VEHICLE PARTS	STANDARD EQUIPMENT CO	SUCTION TUBE	P02625	04/08/2025	1,113.03	None
30-0000-5-714000	VEHICLE PARTS	AMAZON CAPITAL SERVICES	FIRE EXT MOUNTING BRA	1199-LVXN-4LXF	04/08/2025	49.99	None
30-0000-5-714000	VEHICLE PARTS	MENARDS INC	FASTENERS	30912	04/08/2025	8.76	None
30-0000-5-714000	VEHICLE PARTS	MENARDS INC	BALL FOR TRAILER HITC	30861	04/08/2025	34.99	None
30-0000-5-714000	VEHICLE PARTS	O'REILLY AUTO PARTS	BRAKE CABLES	3977-127369	04/08/2025	141.83	None
30-0000-5-714000	VEHICLE PARTS	O'REILLY AUTO PARTS	RETURN-BRAKE CABLES	3977-127520	04/08/2025	(51.65)	None

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 30 VEHICLE MAINT/REPL SERVICE FD							
Department: 0000 GENERAL							
30-0000-5-714000	VEHICLE PARTS	NAPA AUTO PARTS	MISC VEHICLE REPAIR P	75203	04/08/2025	3,134.89	None
30-0000-5-789000	ACCIDENT DAMAGE EXPENSE	LIBERTYVILLE CHEVROLET	RUNNING BOARD SQUAD #	970534-1	04/08/2025	829.20	None
30-0000-5-789000	ACCIDENT DAMAGE EXPENSE	SUBURBAN ACCENTS, INC	GRAPHICS & LETTERING	36213	04/08/2025	310.00	None
30-0000-5-789000	ACCIDENT DAMAGE EXPENSE	ALLANSON AUTO BODY	REPAIR TAILGATE CSO P	8015318	04/08/2025	1,023.30	None
30-0000-6-782000	VEHICLE REPLACEMENT COSTS	HAVEY COMMUNICATIONS IN	MINIBAR/CODE 3 W/LIGH	13780	04/08/2025	477.00	None
30-0000-6-782000	VEHICLE REPLACEMENT COSTS	HAVEY COMMUNICATIONS IN	4-TACTICAL SEAT COVER	13781	04/08/2025	904.60	None
30-0000-6-782000	VEHICLE REPLACEMENT COSTS	JEM TOP, INC	BINS #309	66306	04/08/2025	153.00	None
30-0000-6-782000	VEHICLE REPLACEMENT COSTS	HAVEY COMMUNICATIONS IN	HEAD LIGHT STICK #309	13804	04/08/2025	791.90	None
30-0000-6-782000	VEHICLE REPLACEMENT COSTS	MPC COMMUNICATIONS & LI	LABOR & INSTALLATION	25-0066	04/08/2025	97.50	None
				Total Department 0000 GENERAL		45,895.52	
				Total Fund 30 VEHICLE MAINT/REPL SERVICE FD		45,895.52	
Fund: 31 TECHNOLOGY EQUIP/REPL SER FD							
Department: 0000 GENERAL							
31-0000-3-728000	CONSULTING SERVICES	MUNICIPAL GIS PARTNERS,	GISC STAFFING SERVICE	8094	04/08/2025	12,022.24	None
31-0000-4-711000	WIRELESS SERVICE	VERIZON	SERVICE 2/20-3/19/25	6108896905	04/08/2025	880.23	None
31-0000-4-711000	WIRELESS SERVICE	T-MOBILE	WIRELESS SERVICE 2/21	987378264	04/08/2025	611.11	None
31-0000-5-706000	COMPUTER SUPPLIES	AMAZON CAPITAL SERVICES	COMPUTER SUPPLIES	1N4P-XMG6-MHJP	04/08/2025	38.07	None
31-0000-5-729000	MUNICODE PAGES	CIVICPLUS, INC	MUNICODE PAGES	330865	04/08/2025	657.86	None
31-0000-5-729000	FORTINET CUSTOM COTERM	CDW GOVERNMENT, INC	FORTIGATE FIREWALL SU	AC97P8I	04/08/2025	4,221.21	None
31-0000-6-790000	REPLACEMENT COMPUTERS AND LAPTOPS	CDW GOVERNMENT, INC	WARRANTY-COMPUTERS AN	AD3H62N	04/08/2025	1,000.00	None
31-0000-6-790000	REPLACEMENT COMPUTERS AND LAPTOPS	CDW GOVERNMENT, INC	COMPUTERS AND LAPTOPS	AD23141	04/08/2025	23,123.70	None
				Total Department 0000 GENERAL		42,554.42	
				Total Fund 31 TECHNOLOGY EQUIP/REPL SER FD		42,554.42	
Fund: 40 PROJECT FUND							
Department: 0000 GENERAL							
40-0000-0-626000	VEHICLE LICENSE	PILCHER, FAITH	OVERPMT OF VEH STICKE	3/25	04/08/2025	20.00	None
40-0000-0-768000	BRICK PAVER INSTALLATION - CBD	TGF ENTERPRISES INC	BRICK PAVER INSTALLAT	6507	04/08/2025	34,994.15	None
40-0000-0-773000	ANNUAL ROAD IMPROVEMENT PRGM	GEWALT HAMILTON ASSOCIA	2024 MFT RESURFACING	4593.300-3 FINAL	04/08/2025	1,400.00	None
40-0000-0-773000	2025 MFT JOINT RESURFACING COORDI	GEWALT HAMILTON ASSOCIA	2025 MFT JOINT RESURF	4593.250-1	04/08/2025	2,150.00	None
40-0000-0-784000	MUDJACKING	PAUL POLLACK	MUDJACKING (HYDRAULIC	819	04/08/2025	13,173.75	None
40-0000-0-799000	MISCELLANEOUS	THIRD MILLENNIUM ASSOCI	2025 VEHICLE LICENSE	32634	04/08/2025	7,064.79	None
				Total Department 0000 GENERAL		58,802.69	
				Total Fund 40 PROJECT FUND		58,802.69	
Fund: 45 PARK IMPROVEMENT FUND							
Department: 0000 GENERAL							
45-0000-0-782000	PARK IMPROVEMENT COSTS	GRAND APPLIANCE CO INC	REFRIGERATOR-ADLER LO	IN03-35452	04/08/2025	1,298.00	None
45-0000-0-782000	PARK IMPROVEMENT COSTS	ELITE GROWERS, INC	PLANT MATERIALS-ADLER	2025000240	04/08/2025	550.15	None
45-0000-0-782000	PARK IMPROVEMENT COSTS	ACE HARDWARE OF LIBERTY	MISC HARDWARE & SUPPL	622430	04/08/2025	(25.49)	None
45-0000-0-782000	PARK IMPROVEMENT COSTS	ACE HARDWARE OF LIBERTY	MISC HARDWARE & SUPPL	622430	04/08/2025	130.89	None
45-0000-0-782000	PARK IMPROVEMENT COSTS	CHRISTOPHER B BURKE ENG	ND PARK RFI/CONSTRUCT	196653	04/08/2025	190.00	None
45-0000-0-782000	CONSTRUCTION PHASE ENGINEERING	CHRISTOPHER B BURKE ENG	BUTLER CONSTRUCTION P	197617	04/08/2025	1,560.00	None
45-0000-0-782000	BUTLER PARK DESIGN ENGINEERING	CHRISTOPHER B BURKE ENG	BUTLER PARK DESIGN EN	196655	04/08/2025	1,970.00	None
				Total Department 0000 GENERAL		5,673.55	
				Total Fund 45 PARK IMPROVEMENT FUND		5,673.55	

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
--- TOTALS BY FUND ---							
		01	GENERAL FUND			241,884.78	
		02	CONCORD SPECIAL SERVICE AREA			1,236.06	
		05	FOREIGN FIRE INSURANCE TAX			96.00	
		06	TIM/CREEK SPECIAL SERVICE AREA			625.25	
		13	HOTEL/MOTEL TAX FUND			7,452.04	
		14	COMMUTER PARKING FUND			5,352.77	
		20	UTILITY FUND			600,109.18	
		21	STORMWATER SEWER FUND			5,491.22	
		30	VEHICLE MAINT/REPL SERVICE FD			45,895.52	
		31	TECHNOLOGY EQUIP/REPL SER FD			42,554.42	
		40	PROJECT FUND			58,802.69	
		45	PARK IMPROVEMENT FUND			5,673.55	
		Total For All Funds:				1,015,173.48	

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF LIBERTYVILLE

EXP CHECK RUN DATES 03/25/2025 - 03/25/2025
POSTED
OPEN AND PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 01 GENERAL FUND							
Department: 0000 GENERAL							
01-0000-0-403008	ICMA	MISSIONSQUARE-303588	DIFFERENCE FROM 3/5/2	303588	03/25/2025	380.75	166834
01-0000-0-450000	BB-24-0147 - PB-24-0549	FREEDOM FOREVER ILLINOI	Check Request For Bon	11/20/2024	03/25/2025	500.00	166874
01-0000-0-450000	BEP-18-0008 - PENG-18-0065	RG ASPHALT & CONCRETE	Check Request For Bon	03/11/2025	03/25/2025	250.00	166944
01-0000-0-450000	BESW-16-0020 - PENG-16-0214	C&E CONSTRUCTION	Check Request For Bon	03/11/2025	03/25/2025	500.00	166852
01-0000-0-450000	BECC-16-0002 - PENG-16-0017	K. HOVNANIAN HOMES	Check Request For Bon	03/11/2025	03/25/2025	5,000.00	166896
01-0000-0-450000	BEP-17-0023 - PENG-17-0184	JLM CONSTRUCTION CO	Check Request For Bon	03/11/2025	03/25/2025	250.00	166895
01-0000-0-450000	BEP-19-0003 - PENG-19-0028	US WATERPROOFING AND CO	Check Request For Bon	03/11/2025	03/25/2025	250.00	166967
01-0000-0-450000	BB-22-0296 - PZ-22-0895	DOLCE, HELENE	Check Request For Bon	03/18/2025	03/25/2025	1,500.00	166866
01-0000-0-450000	BB-21-0132 - PB-21-0464	ILLINOIS CUSTOM BUILDER	Check Request For Bon	03/18/2025	03/25/2025	500.00	166891
01-0000-0-450000	BET-14-0002 - PTR-14-0096	ST JOSEPH'S CHURCH & SC	Check Request For Bon	03/18/2025	03/25/2025	200.00	166955
01-0000-0-450000	BB-21-0150 - PB-21-0520	HANSON, RYAN	Check Request For Bon	03/18/2025	03/25/2025	500.00	166881
01-0000-0-450000	BB-20-0175 - PB-20-0468	MCGRATH ACURA OF LIBERT	Check Request For Bon	03/18/2025	03/25/2025	1,500.00	166914
01-0000-0-450000	BB-21-0287 - PB-21-0931	ELLIOT WEST HOME SERVIC	Check Request For Bon	03/18/2025	03/25/2025	500.00	166869
01-0000-0-450000	BB-25-0007 - PB-24-0866	LOBERG CONSTRUCTION	Check Request For Bon	03/18/2025	03/25/2025	1,500.00	166910
01-0000-0-450000	BB-20-0130 - PB-20-0391	CROWN CASTLE USA	Check Request For Bon	03/18/2025	03/25/2025	1,500.00	166863
01-0000-0-450000	BB-22-0032 - PB-22-0060	CROWN CASTLE USA	Check Request For Bon	03/18/2025	03/25/2025	1,500.00	166863
01-0000-0-450000	BB-21-0278 - PB-21-0907	RBS CONSTRUCTION	Check Request For Bon	03/18/2025	03/25/2025	500.00	166941
01-0000-0-450000	BB-24-0157 - PB-24-0563	ANDREWS, THOMAS K	Check Request For Bon	03/18/2025	03/25/2025	1,500.00	166849
01-0000-0-450000	BB-25-0012 - PB-25-0004	DB LOREN	Check Request For Bon	03/18/2025	03/25/2025	1,500.00	166865
01-0000-0-450000	BESO-17-0006 - PENG-17-0248	FARRELL, JEROME F	Check Request For Bon	03/19/2025	03/25/2025	2,500.00	166873
01-0000-0-450000	BEP-14-0030 - PENG-14-0200	STREIT-HUGHES, JANET	Check Request For Bon	03/19/2025	03/25/2025	250.00	166958
01-0000-0-450000	BECC-15-0006 - PSD-15-0011	NORTH SHORE GAS CO	Check Request For Bon	03/19/2025	03/25/2025	5,000.00	166930
01-0000-0-450000	BED-24-0005 - PENG-24-0125	COMMUNITY HIGH SCHOOL D	Check Request For Bon	03/19/2025	03/25/2025	5,000.00	166859
01-0000-0-450000	BED-24-0004 - PENG-24-0124	COMMUNITY HIGH SCHOOL D	Check Request For Bon	03/19/2025	03/25/2025	5,000.00	166859
01-0000-6-638000	DUI FINES-SENATE BILL 740	IL STATE POLICE	DUI BUYBACK- CANO, LU	3/25	03/25/2025	2,500.00	166888
01-0000-8-685000	GENERAL SEIZURE ACCOUNT	IL STATE POLICE	ASSET FORFEIT BUYBCK-	3/25	03/25/2025	2,500.00	166888
				Total Department 0000 GENERAL		42,580.75	
Department: 0100 ADMINISTRATION/FINANCE							
01-0100-3-716000	VITAL RECORDS	IDPH VITAL RECORDS	DIST49.5/09705 DEATH	2/25	03/25/2025	6,284.00	166885
01-0100-5-723000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	BOOKCASE	13K6-6HWJ-TMGX	03/25/2025	156.15	5773
01-0100-5-723000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	PAPER ROLLS-CREDIT CA	1P47-YWDD-TMX9	03/25/2025	25.99	5773
01-0100-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	IL MUNICIPAL TREASURERS	MEMBERSHIP RENEWAL- D	112	03/25/2025	100.00	166886
01-0100-5-799000	MISCELLANEOUS	IL STATE POLICE	REPLENISH BACKGRND CK	ORI: PK0304367	03/25/2025	1,500.00	166889
01-0100-7-713000	MAINTENANCE - COPY MACHINE	RICOH USA, INC	COPIER LEASE 4/8/25-5	0	03/25/2025	297.94	166945
01-0100-7-715000	ANNUAL MAINTENANCE	PITNEY BOWES INC	FOLDING MACH MAINT 10	1027071633	03/25/2025	184.25	166935
				Total Department 0100 ADMINISTRATION/FINANCE		8,548.33	
Department: 0201 ENGINEERING							
01-0201-5-723000	OFFICE SUPPLIES	PITNEY BOWES INC	POSTAGE METER LEASE 1	3107134852	03/25/2025	110.83	166936
01-0201-5-723000	OFFICE SUPPLIES	RICOH USA, INC	COPIER LEASE 4/8/25-5	0	03/25/2025	99.31	166945
01-0201-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	COOPER, JEFFREY A	REIMBURSE-LODGING FOR	3/25	03/25/2025	215.46	166861
				Total Department 0201 ENGINEERING		425.60	
Department: 0203 STREETS							
01-0203-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE 4/8/25-5	0	03/25/2025	155.30	166945
01-0203-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	UTILITY MAT	30088	03/25/2025	102.96	166915
01-0203-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	METAL CUT OFF BLADE	29976	03/25/2025	39.93	166915
01-0203-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	TOOLBOX METAL LATCH	29918	03/25/2025	22.99	166915
01-0203-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	8-SPRAYPAINT	30394	03/25/2025	69.78	166915

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 01 GENERAL FUND							
Department: 0203 STREETS							
01-0203-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	BANDING BRACKETS	30297	03/25/2025	29.98	166915
01-0203-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	TOOL CHEST	30261	03/25/2025	1,499.98	166915
01-0203-7-708000	STREETLIGHT MAINTENANCE	HAPCO POLE PRODUCTS	BANNER ARM BALLS	IN0000150206	03/25/2025	300.00	166882
01-0203-7-708000	STREETLIGHT MAINTENANCE	HAPCO POLE PRODUCTS	6-BANNER ARMS	IN0000150371	03/25/2025	828.00	166882
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	CHG 14 FIXTURES FROM	049586	03/25/2025	2,448.00	5775
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	LOCATE POWER/REPLC DR	049584	03/25/2025	1,101.06	5775
01-0203-7-712000	MAINTENANCE BUILDINGS	MENARDS INC	LIGHT BULB FOR PW S&U	30028	03/25/2025	5.98	166915
01-0203-7-712000	PALLET RACK	GLOBAL INDUSTRIAL	PALLET RACK STORAGE U	122958591	03/25/2025	823.04	166878
				Total Department 0203 STREETS		7,427.00	
Department: 0204 SNOW REMOVAL AND ICE CONTROL							
01-0204-5-706000	BULK ROCK SALT	MORTON SALT, INC.	ROCK SALT - DELIVERED	5403388973	03/25/2025	26,273.16	5778
01-0204-5-706000	BULK ROCK SALT	MORTON SALT, INC.	ROCK SALT - DELIVERED	5403398640	03/25/2025	24,207.53	5778
				Total Department 0204 SNOW REMOVAL AND ICE CONTROL		50,480.69	
Department: 0205 REFUSE & RECYCLING							
01-0205-3-724000	DISPOSAL	VULCAN CONSTRUCTION MAT	CONCRETE DUMP	2836597	03/25/2025	130.00	166970
01-0205-3-724000	DISPOSAL	SUPER AGGREGATES	ASPHALT DUMP	28593	03/25/2025	120.00	166961
				Total Department 0205 REFUSE & RECYCLING		250.00	
Department: 0301 PLANNING DIVISION							
01-0301-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE 4/8/25-5	0	03/25/2025	99.31	166945
01-0301-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE 4/8/25-5	0	03/25/2025	110.44	166945
01-0301-5-722000	POSTAGE	PITNEY BOWES INC	POSTAGE METER LEASE 1	3107134852	03/25/2025	110.83	166936
				Total Department 0301 PLANNING DIVISION		320.58	
Department: 0302 BUILDING SERVICES							
01-0302-3-728000	TECHNICAL SERVICES	THOMPSON ELEVATOR INSPE	1-ELEVATOR PLAN REVIE	25-0530	03/25/2025	100.00	166965
01-0302-5-723000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	WIRELESS MOUSE	1VJ-KW3M-3MKK	03/25/2025	17.78	5773
01-0302-5-723000	OFFICE SUPPLIES	PITNEY BOWES INC	POSTAGE METER LEASE 1	3107134852	03/25/2025	110.83	166936
01-0302-5-726000	IAEI MTG 2/26/25 (BL)	PETTY CASH GENERAL	REPLENISH PETTY CASH	3/25-CD	03/25/2025	30.00	166934
01-0302-5-726000	IACE MTG 2/12/25 (JJ)	PETTY CASH GENERAL	REPLENISH PETTY CASH	3/25-CD	03/25/2025	55.00	166934
01-0302-5-726000	NWBOCA LUNCH & LEARN 3/11/25 (KG)	PETTY CASH GENERAL	REPLENISH PETTY CASH	3/25-CD	03/25/2025	30.00	166934
01-0302-5-729000	REIMBURSEABLE EXPENSES	RECORDER OF DEEDS	4-ORDINANCES-CORNE/MC	1931	03/25/2025	100.00	166942
01-0302-5-729000	REIMBURSEABLE EXPENSES	CIVILTECH ENGINEERING,	ENG SERV/CONTINUUM DE	55334	03/25/2025	80.50	166856
01-0302-5-729000	REIMBURSEABLE EXPENSES	CIVILTECH ENGINEERING,	ENG SERV/COME TOMORRO	55336	03/25/2025	241.50	166856
01-0302-5-729000	REIMBURSEABLE EXPENSES	CIVILTECH ENGINEERING,	ENG SERV/PULTE GROUP	55335	03/25/2025	402.50	166856
01-0302-7-715000	MAINTENANCE OTHER EQUIPMENT	RICOH USA, INC	COPIER LEASE 4/8/25-5	0	03/25/2025	99.32	166945
				Total Department 0302 BUILDING SERVICES		1,267.43	
Department: 0303 ECONOMIC DEVELOPMENT							
01-0303-5-706000	EDC SUPPLIES 1/15/25 MTG (HR)	PETTY CASH GENERAL	REPLENISH PETTY CASH	3/25-CD	03/25/2025	36.00	166934
				Total Department 0303 ECONOMIC DEVELOPMENT		36.00	
Department: 0501 POLICE ADMIN, COMMUNICATION & RECORDS							
01-0501-3-705000	CONTRACTUAL SERVICES	COMMONWEALTH EDISON CO	SERVICE 2/25	5776726000/FEB25	03/25/2025	6.90	166857
01-0501-3-705000	CONTRACTUAL SERVICES	VILLAGE OF VERNON HILLS	DISPATCH OPERATING &	285	03/25/2025	24,752.88	5782
01-0501-3-705000	CONTRACTUAL SERVICES	MOTOROLA INC	STARCOM NETWORK 3/1-3	9158820250203	03/25/2025	2,562.00	166923
01-0501-3-705000	CONTRACTUAL SERVICES	SENSYS GATSO. USA	RED LIGHT CAMERA PROG	25400086	03/25/2025	1,530.00	5781
01-0501-3-705000	CONTRACTUAL SERVICES	IL STATE POLICE	REPLENISH BACKGRND CK	ORI: PK0304367	03/25/2025	457.25	166889
01-0501-3-705000	CONTRACTUAL SERVICES	LAKE COUNTY TREASURER	RMS & BRAZOS COST-SHA	110001581	03/25/2025	6,229.85	166901

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 01 GENERAL FUND							
Department: 0501 POLICE ADMIN, COMMUNICATION & RECORDS							
01-0501-3-728000	TECHNICAL SERVICES	THEODORE POLYGRAPH SERV	POLYGRAPH TEST-RECORD	8915	03/25/2025	200.00	166964
01-0501-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE 4/8/25-5	0	03/25/2025	163.29	166945
01-0501-5-722000	SHIPPING & HANDLING	SRT SUPPLY, LLC	SUPER-SOCK BEAN BAGS	12821000	03/25/2025	30.00	166954
01-0501-5-723000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	19J4-3NJ9-K9NH	03/25/2025	385.65	5773
01-0501-5-723000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	BATTERY	1MT6-MH4C-7HRF	03/25/2025	7.99	5773
01-0501-5-723000	OFFICE SUPPLIES	PITNEY BOWES INC	POSTAGE METER LEASE 1	3107134852	03/25/2025	110.82	166936
01-0501-5-743000	PRINTING AND PUBLICATIONS	P F PETTIBONE & CO	OVERWT CITATIONS PRIN	187311	03/25/2025	582.45	166931
01-0501-5-799000	MISCELLANEOUS	AMAZON CAPITAL SERVICES	BATTERIES	1R6L-M4P9-LYYL	03/25/2025	49.00	5773
01-0501-5-799000	MISCELLANEOUS	AMAZON CAPITAL SERVICES	BATTERIES	1MMP-RDM1-3WMF	03/25/2025	52.98	5773
01-0501-5-799000	MISCELLANEOUS	AMAZON CAPITAL SERVICES	KLEENEX	1QD7-1P4R-PFCR	03/25/2025	65.67	166848
01-0501-7-715000	MAINTENANCE OTHER EQUIPMENT	ADVANCED BUSINESS GROUP	ETHERNET SERVICE	2430	03/25/2025	494.20	166843
			Total Department 0501 POLICE ADMIN, COMMUNICATION & RECORDS			37,680.93	
Department: 0502 POLICE PATROL							
01-0502-2-786000	EMPLOYER CONTRIB-POL PENSION	LIBERTYVILLE POLICE PEN	PROPERTY TAXES TO MAK	3/25	03/25/2025	3,200.24	166908
01-0502-3-705000	CONTRACTUAL SERVICES	ALL WAYS TOWING & RECOV	TOWING/#22-6520	25-03-23541	03/25/2025	285.00	166847
01-0502-5-706000	MATERIALS AND SUPPLIES	GEORGE GARNER CYCLERY L	WATER BOTTLE CAGE FOR	061224141607799	03/25/2025	18.69	166876
01-0502-5-706000	CTS .12GA SUPER-COCK BEAN BAG ROU	SRT SUPPLY, LLC	SUPER-SOCK BEAN BAGS	12821000	03/25/2025	954.00	166954
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	NORTH EAST MULTI-REGION	TRAINING CLASS-DORSEY	372581	03/25/2025	125.00	166927
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	NORTH EAST MULTI-REGION	TRAINING CLASS-FISCHE	372504	03/25/2025	400.00	166927
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	SCHULIEN, CAITLIN	REIMBURSE-MEALS FOR C	3/25	03/25/2025	36.00	166949
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	BLUE TO GOLD LLC	TRAINING CLASS-PEELER	BTG-SI-119043	03/25/2025	495.00	166851
01-0502-5-752000	UNIFORMS	J.G. UNIFORMS INC	UNIFORM-KAPUSINSKI	143599	03/25/2025	434.00	166893
01-0502-5-752000	UNIFORMS	GALLS, LLC	2-PANTS-KOCHENASH	030579755	03/25/2025	147.29	166875
01-0502-5-752000	UNIFORMS	GALLS, LLC	BOOTS/TROUSERS-BERNAB	030605365	03/25/2025	312.59	166875
01-0502-5-752000	UNIFORMS	ENTENMANN-ROVIN CO	BADGE-GARRITY	0186773-IN	03/25/2025	164.75	166871
01-0502-6-790000	REPLACEMENT PATROL RIFLES	TOWN POLICE SUPPLY	REPLACEMENT PATROL RI	36659	03/25/2025	10,010.00	166966
01-0502-7-714000	MAINT MOTOR VEHICLE FEES	SUBURBAN ACCENTS, INC	GRAPHICS & LETTERING	36165	03/25/2025	250.00	166959
01-0502-7-715000	MAINTENANCE OTHER EQUIPMENT	NIELSEN ENTERPRISES	EQUIPT FOR SIDE BY SI	2408686	03/25/2025	1,072.82	166926
			Total Department 0502 POLICE PATROL			17,905.38	
Department: 0503 POLICE-INVESTIGATIONS							
01-0503-5-706000	MATERIALS AND SUPPLIES	PORTER LEE CORPORATION	ANNUAL SOFTWARE SUPPO	31503	03/25/2025	1,275.00	166937
01-0503-5-752000	UNIFORMS	GALLS, LLC	BOOTS-RODRIGUEZ	030567549	03/25/2025	196.95	166875
			Total Department 0503 POLICE-INVESTIGATIONS			1,471.95	
Department: 0505 POLICE-COMMUNITY SERVICES							
01-0505-5-752000	UNIFORMS	J.G. UNIFORMS INC	JACKET-YOUKHANNA	143602	03/25/2025	270.00	166893
			Total Department 0505 POLICE-COMMUNITY SERVICES			270.00	
Department: 0601 FIRE-ADMINISTRATION							
01-0601-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE 4/8/25-5	0	03/25/2025	153.04	166945
01-0601-4-710000	TELEPHONE	VERIZON	SERVICE 2/2/25-3/1/25	6107377561	03/25/2025	171.56	166969
01-0601-5-723000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	PROJECTOR LAMP BULB	1WTM-9WKF-6X9P	03/25/2025	129.98	5773
			Total Department 0601 FIRE-ADMINISTRATION			454.58	
Department: 0602 FIRE PREVENTION							
01-0602-3-705000	CONTRACTUAL SERVICES	T-MOBILE	IPAD SERV 1/21/25-2/2	988105346	03/25/2025	126.84	166962
01-0602-5-724000	PUBLIC EDUCATION	AMAZON CAPITAL SERVICES	BOOKS	1H61-PX49-HGGQ	03/25/2025	47.68	5773
01-0602-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	IL-AFAA	SUMMIT REGISTRATION-W	2410	03/25/2025	80.00	166890
			Total Department 0602 FIRE PREVENTION			254.52	

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 01 GENERAL FUND							
Department: 0603 FIRE-EMERGENCY SERVICES							
01-0603-3-705000	CONTRACTURAL SERVICES	VILLAGE OF VERNON HILLS	DISPATCH OPERATING &	285	03/25/2025	16,501.92	5782
01-0603-3-728000	TECHNICAL SERVICES	EMS MANAGEMENT & CONSUL	AMBULANCE BILLING 2/2	EMS-013369	03/25/2025	3,357.87	166870
01-0603-5-707000	FIREFIGHTER SUPPLIES	LINDE GAS & EQUIPMENT I	OXYGEN	48453236	03/25/2025	75.35	166909
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	ADAMS, CHRISTOPHER	REIMBURSE-TUITION SUM	3/25	03/25/2025	200.00	166841
				Total Department 0603 FIRE-EMERGENCY SERVICES		20,135.14	
Department: 0604 FIRE-SUPPORT SERVICES							
01-0604-3-705000	CONTRACTUAL SERVICES	MOTOROLA INC	STARCOM RADIO SERVICE	9158920250203	03/25/2025	1,282.00	166924
01-0604-4-709000	UTILITIES - STATION 3	NORTH SHORE GAS CO	SERVICE 2/25	0612368332-1/FEB25	03/25/2025	2,446.53	166928
01-0604-4-709000	UTILITIES - STATION 3	NORTH SHORE GAS CO	SERVICE 2/25	0607727753-1/FEB25	03/25/2025	91.05	166928
01-0604-5-706000	MATERIALS AND SUPPLIES	AMAZON CAPITAL SERVICES	CLEANING SPONGE	1R4D-RVTG-7JXR	03/25/2025	9.99	5773
01-0604-5-706000	MATERIALS AND SUPPLIES	AMAZON CAPITAL SERVICES	KITCHEN SUPPLIES	1WWR-1NDC-M7XW	03/25/2025	571.31	5773
01-0604-5-707000	FIREFIGHTER SUPPLIES	AIR ONE EQUIPMENT, INC	FIRE BUNKER BOOTS	218205	03/25/2025	419.00	5771
01-0604-5-707000	FIREFIGHTER SUPPLIES	MENARDS INC	9-TARPS	29867	03/25/2025	118.91	166915
01-0604-5-707000	FIREFIGHTER SUPPLIES	EAGLE ENGRAVING, INC	FF PASSPORT TAGS	2025-1708	03/25/2025	16.55	166867
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	2-SHIRTS-RUIZ	132543	03/25/2025	102.00	166963
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORM-SHAFFER	133311	03/25/2025	210.00	166963
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORM-HALL	133907	03/25/2025	150.00	166963
01-0604-7-712000	MAINTENANCE BUILDINGS	LAKELAND/LARSEN ELEVATO	ELEVATOR DOOR REPAIR	201148	03/25/2025	3,225.00	166902
01-0604-7-714000	MAINT MOTOR VEHICLE FEES	MACQUEEN EQUIPMENT LLC	EMERGENCY LIGHT REPLA	W04747	03/25/2025	307.00	166912
				Total Department 0604 FIRE-SUPPORT SERVICES		8,949.34	
Department: 0701 PARKS							
01-0701-4-708000	NICHOLAS DOWDEN PARK	COMMONWEALTH EDISON CO	SERVICE 2/25	2351821222/FEB25	03/25/2025	36.08	166858
01-0701-5-706000	MATERIALS AND SUPPLIES	MCMASTER-CARR SUPPLY CO	2-WALL MOUNT HOOK	41835367	03/25/2025	84.56	5777
01-0701-5-706000	MATERIALS AND SUPPLIES	MCMASTER-CARR SUPPLY CO	2-WALL MOUNT HOOK	41835367	03/25/2025	9.63	5777
01-0701-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	MATERIALS-BANNERS	30350	03/25/2025	35.61	166915
01-0701-5-752000	UNIFORMS	RED WING BUSINESS ADVAN	BOOTS-HEURICH	20250306031234	03/25/2025	229.49	5780
01-0701-5-752000	UNIFORMS	CINTAS CORPORATION	UNIFORMS	4222999291	03/25/2025	40.04	166855
01-0701-5-752000	UNIFORMS	CINTAS CORPORATION	UNIFORMS	4223761002	03/25/2025	40.04	166855
01-0701-5-799000	MISCELLANEOUS	MID-WEST TRUCKERS ASSN	DRUG TEST-IBARRA	43237	03/25/2025	107.00	166918
01-0701-7-712000	MAINTENANCE BUILDING	MENARDS INC	SEALS, HOOK, CONCRETE	30078	03/25/2025	123.30	166915
01-0701-7-712000	MAINTENANCE BUILDING	MENARDS INC	PARTS-SHOP VAC	30334	03/25/2025	178.33	166915
01-0701-7-713000	MAINTENANCE GROUNDS	MENARDS INC	IRRIGATION PART-COOK	30313	03/25/2025	10.99	166915
01-0701-7-713000	MAINTENANCE GROUNDS	MENARDS INC	IRRIGATION PART-COOK	30307	03/25/2025	15.68	166915
				Total Department 0701 PARKS		910.75	
Department: 0702 RECREATION							
01-0702-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE 4/8/25-5	0	03/25/2025	155.30	166945
01-0702-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 2/25	0611967587-3/FEB25	03/25/2025	292.76	166928
01-0702-5-706000	SUPPL & EXP - TOT PROGRAMS	RICOH USA, INC	COPIER LEASE 4/8/25-5	0	03/25/2025	110.44	166945
01-0702-5-707000	SUPPL & EXP-YOUTH PROGRAMS	AMAZON CAPITAL SERVICES	CLEANING SUPPLIES/SOU	16MT-DMR9-H3K3	03/25/2025	56.43	5773
01-0702-5-707000	SUPPL & EXP-YOUTH PROGRAMS	ALBERTSONS/SAFEWAY	PUZZLE PALOOZA SUPPLI	3/25	03/25/2025	51.45	166846
01-0702-5-722000	SEASONAL BROCHURES	MILLER, JUSTIN	SUMMER BROCHURE DESIG	SG_3_25	03/25/2025	2,000.00	166920
01-0702-5-732000	SUPPLIES & EXP -SPC EVNT FMLY	ANIMAL QUEST ENTERTAINM	BAL:BUNNIES & BINGO	3/25	03/25/2025	575.00	166850
01-0702-5-732000	SUPPLIES & EXP -SPC EVNT FMLY	ALBERTSONS/SAFEWAY	PUZZLE PALOOZA SUPPLI	3/25	03/25/2025	15.97	166846
01-0702-5-732000	SUPPLIES & EXP -SPC EVNT FMLY	AMAZON CAPITAL SERVICES	RETURN-PUZZLE	19J4-X3YN-773Q	03/25/2025	(22.19)	166848
				Total Department 0702 RECREATION		3,235.16	
Department: 0703 SWIMMING POOL OPERATIONS							
01-0703-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 2/25	0611458397-1/FEB25	03/25/2025	744.69	166929

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Fund: 01 GENERAL FUND							
Department: 0703 SWIMMING POOL OPERATIONS							
01-0703-7-712000	MAINTENANCE BUILDING	HALOGEN SUPPLY	BALL VALVES-ADLER POO	00625353	03/25/2025	273.76	166880
			Total Department 0703 SWIMMING POOL OPERATIONS			1,018.45	
Department: 1200 LEGISLATIVE BDS & COMMITTEES							
01-1200-3-728000	TECHNICAL SERVICE	RECORDER OF DEEDS	4-ORDINANCES-CORNE/MC	1931	03/25/2025	100.00	166942
01-1200-5-774000	PROFESSIONAL SERVICES FOR HPC	RAMSEY HISTORIC CONSULT	PROFESSIONAL SERVICES	25-03-08	03/25/2025	6,500.00	166939
			Total Department 1200 LEGISLATIVE BDS & COMMITTEES			6,600.00	
Department: 1300 LEGAL							
01-1300-3-777000	VILLAGE PROSECUTOR	LALUZERNE & SMITH, LTD.	LEGAL SERVICES 2/25	3/25	03/25/2025	7,322.00	166903
			Total Department 1300 LEGAL			7,322.00	
Department: 1500 CENTRAL BUSINESS DST PARKING							
01-1500-7-712000	MAINTENANCE BUILDING	WALKER CONSULTANTS	CHURCH & LAKE ST PKG	31098090001	03/25/2025	5,600.00	166971
01-1500-7-713000	MAINTENANCE PARKING LOTS	PETER'S POWER WASH SERV	DUMPSTER CLEANING	685	03/25/2025	500.00	166933
			Total Department 1500 CENTRAL BUSINESS DST PARKING			6,100.00	
Department: 1700 PUBLIC BUILDINGS							
01-1700-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 2/25	0603755020-1/FEB25	03/25/2025	94.35	166928
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	LECHNER & SONS	FLOOR MATS FOR THE VH	3502721	03/25/2025	114.36	166905
01-1700-7-713000	PEST SCHERTZ	AEREX PEST CONTROL SERV	PEST CONTROL 3/7/25-S	2610373	03/25/2025	180.00	166844
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	WAREHOUSE DIRECT, INC	JANITORIAL SUPPLIES	5894730-0	03/25/2025	980.95	166972
			Total Department 1700 PUBLIC BUILDINGS			1,369.66	
			Total Fund 01 GENERAL FUND			225,014.24	
Fund: 07 MOTOR FUEL TAX FUND							
Department: 0000 GENERAL							
07-0000-0-738000	ASPHALT RESURFACING	CIVILTECH ENGINEERING,	ROCKLAND BRIDGE - PH	3935-7	03/25/2025	13,756.40	166856
07-0000-0-738000	PHASE 2 ENGINEERING	CIVILTECH ENGINEERING,	OAK SPRING RD-PH2 ENG	55292	03/25/2025	7,300.41	166856
07-0000-0-738000	ASPHALT RESURFACING	CIVILTECH ENGINEERING,	US45 & TEMPEL - ENG	3844-10	03/25/2025	4,432.59	166856
			Total Department 0000 GENERAL			25,489.40	
			Total Fund 07 MOTOR FUEL TAX FUND			25,489.40	
Fund: 13 HOTEL/MOTEL TAX FUND							
Department: 0000 GENERAL							
13-0000-0-720000	COOK HOUSE	MENARDS INC	2-AIR FILTERS	29921	03/25/2025	21.98	166915
13-0000-0-720000	COOK HOUSE	NORTH SHORE GAS CO	SERVICE 2/25	0611967587-1/FEB25	03/25/2025	256.37	166928
13-0000-0-762000	CIVIC CENTER	NORTH SHORE GAS CO	SERVICE 2/25	0605742033-1/FEB25	03/25/2025	94.36	166928
13-0000-0-790001	FIRE PROTECTION SYSTEM - COOK HOU	CONVERGINT TECHNOLOGIES	FIRE PROTECTION SYSTE	IN00314154	03/25/2025	19,058.37	166860
13-0000-0-790002	FIRE PROTECTION SYSTEM - ADLER CE	CONVERGINT TECHNOLOGIES	FIRE PROTECTION SYSTE	IN00314154	03/25/2025	24,774.13	166860
			Total Department 0000 GENERAL			44,205.21	
			Total Fund 13 HOTEL/MOTEL TAX FUND			44,205.21	
Fund: 14 COMMUTER PARKING FUND							
Department: 0000 GENERAL							
14-0000-5-736000	CREDIT CARD FEES	PARKMOBILE LLC	PARKING LOTS CC FEES	INV42388	03/25/2025	824.45	5779
14-0000-7-713000	MAINTENANCE GROUNDS	MENARDS INC	LIGHTBULB	29980	03/25/2025	4.99	166915
			Total Department 0000 GENERAL			829.44	
			Total Fund 14 COMMUTER PARKING FUND			829.44	

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 20 UTILITY FUND							
Department: 0000 GENERAL							
20-0000-0-401001	DUE TO UTILITY CUSTOMER	MOREIRA, VASCO & NICOLE	UB refund for account	09/30/2024	03/25/2025	62.36	166922
20-0000-0-401001	DUE TO UTILITY CUSTOMER	SCALES, PATRICK	UB refund for account	03/11/2025	03/25/2025	77.19	166948
				Total Department 0000 GENERAL		139.55	
Department: 2020 WATER DEPARTMENT							
20-2020-3-728000	TECHNICAL SERVICES	SUBURBAN LABORATORIES,	WATER TESTING	GA5001484	03/25/2025	155.00	166960
20-2020-3-728000	TECHNICAL SERVICES	M.E. SIMPSON COMPANY, I	LEAK LOCATOR/HUNTERS	44006	03/25/2025	695.00	166911
20-2020-3-728000	TECHNICAL SERVICES	LAKE COUNTY HEALTH DEPT	WATER TESTING 2/25	INV-00095127	03/25/2025	240.00	166899
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/25	4902930100/FEB25	03/25/2025	170.02	166858
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/25	3573994000/FEB25	03/25/2025	54.98	166858
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/25	2549076000/FEB25	03/25/2025	121.70	166858
20-2020-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 2/25	0609429114-5/FEB25	03/25/2025	91.05	166929
20-2020-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 2/25	0605927014-1/FEB25	03/25/2025	400.69	166928
20-2020-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 2/25	0610788651-1/FEB25	03/25/2025	45.00	166929
20-2020-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 2/25	0611967587-4/FEB25	03/25/2025	50.24	166928
20-2020-5-706000	MATERIALS AND SUPPLIES	GRAINGER INC	2-SPIRAL RETAIN RINGS	9431759498	03/25/2025	12.42	166879
20-2020-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	CURB KEY METAL	29946	03/25/2025	27.99	166915
20-2020-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	VEHICLE INTERIOR DETA	29885	03/25/2025	14.74	166915
20-2020-5-706000	MATERIALS AND SUPPLIES	GRAINGER INC	1-BENCH CHAIN VISE	9434012929	03/25/2025	262.54	166879
20-2020-5-706000	MATERIALS AND SUPPLIES	GRAINGER INC	1/2" HOSE ADAPTER	9437215099	03/25/2025	73.98	166879
20-2020-5-706000	MATERIALS AND SUPPLIES	MIDWEST HOSE AND FITTIN	PIPE FITTING	241408	03/25/2025	21.91	166919
20-2020-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	IL SECTION AMERICAN WAT	WATERCON CONF-WOERTZ/	200094617	03/25/2025	1,350.00	166887
20-2020-5-752000	UNIFORMS	CUTLER WORKWEAR	BOOTS-LOYD	PS-INV045573	03/25/2025	220.45	166864
20-2020-7-712000	PALLET RACK	GLOBAL INDUSTRIAL	PALLET RACK STORAGE U	122958591	03/25/2025	823.05	166878
20-2020-7-712000	MAINTENANCE BLDG AND GROUNDS	MENARDS INC	3/4 INCH FITTINGS	30386	03/25/2025	66.24	166915
20-2020-7-712000	MAINTENANCE BLDG AND GROUNDS	MENARDS INC	BALL VALVE	30402	03/25/2025	49.99	166915
20-2020-7-712000	MAINTENANCE BLDG AND GROUNDS	MENARDS INC	SHELVING AND SUPPLIES	30345	03/25/2025	415.26	166915
20-2020-7-712000	MAINTENANCE BLDG AND GROUNDS	MENARDS INC	1-1/2 INCH FITTINGS S	30335	03/25/2025	237.94	166915
20-2020-7-712000	MAINTENANCE BLDG AND GROUNDS	MENARDS INC	TOOLS AND SUPPLIES	30257	03/25/2025	157.13	166915
20-2020-7-716000	AGGREGATES/BACKFILL MATERIAL	VULCAN CONSTRUCTION MAT	AGGREGATES/BACKFILL M	2836496	03/25/2025	1,148.28	166970
20-2020-7-716000	MAINTENANCE WATER LINE	CORE & MAIN LP	MISC MATERIAL	W577147	03/25/2025	1,186.10	166862
20-2020-7-716000	MAINTENANCE WATER LINE	GRAINGER INC	LI-ION BATTERY CHARGE	9437215107	03/25/2025	142.12	166879
20-2020-7-716000	MAINTENANCE WATER LINE	MENARDS INC	WATER	30420	03/25/2025	25.23	166915
20-2020-7-716000	MAINTENANCE WATER LINE	MENARDS INC	WATER	30223	03/25/2025	5.83	166915
20-2020-7-716000	MAINTENANCE WATER LINE	MID AMERICAN WATER OF W	WATER MAIN FITTINGS	278868W	03/25/2025	524.15	166917
20-2020-7-716000	MAINTENANCE WATER LINE	RAY SCHRAMER & CO	CEMENT BLOCK WATERMA	168529	03/25/2025	944.00	166940
20-2020-7-716000	MAINTENANCE WATER LINE	CORE & MAIN LP	6 INCH VALVE AND FITT	W585979	03/25/2025	1,494.18	166862
20-2020-7-716000	MAINTENANCE WATER LINE	CORE & MAIN LP	WATER MAIN BOLTS	W598174	03/25/2025	398.40	166862
				Total Department 2020 WATER DEPARTMENT		11,625.61	
Department: 2021 SEWER DEPARTMENT							
20-2021-4-707000	COUNTY SEWER SERVICE	LAKE COUNTY DEPT OF PUB	COUNTY SEWER 2/25	480055331	03/25/2025	68,416.13	166898
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/25	9975456000/FEB25	03/25/2025	287.97	166858
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/25	3202635000/FEB25	03/25/2025	253.74	166858
20-2021-4-708000	ELECTRICITY	NORTH SHORE GAS CO	SERVICE 2/25	0605742033-8/FEB25	03/25/2025	91.05	166928
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/25	0093313000/FEB25	03/25/2025	31.31	166858
20-2021-4-709000	NATURAL GAS	NORTH SHORE GAS CO	SERVICE 2/25	0612368332-2/FEB25	03/25/2025	127.85	166929
20-2021-4-709000	NATURAL GAS	NORTH SHORE GAS CO	SERVICE 2/25	0600025434-1/FEB25	03/25/2025	46.49	166928
20-2021-4-709000	NATURAL GAS	NORTH SHORE GAS CO	SERVICE 2/25	0605742033-4/FEB25	03/25/2025	96.01	166928
20-2021-4-709000	NATURAL GAS	NORTH SHORE GAS CO	SERVICE 2/25	0611967587-2/FEB25	03/25/2025	92.67	166928

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 20 UTILITY FUND							
Department: 2021 SEWER DEPARTMENT							
20-2021-4-709000	NATURAL GAS	NORTH SHORE GAS CO	SERVICE 2/25	0613559375-1/FEB25	03/25/2025	45.72	166929
20-2021-7-715000	MAINTENANCE LIFT STATIONS	VERIZON	PARK AVE CELL SERVICE	6106634658	03/25/2025	50.04	166969
20-2021-7-715000	MAINTENANCE LIFT STATIONS	GRAINGER INC	SAFETY SPRAY PAINT	9433703130	03/25/2025	41.55	166879
20-2021-7-715000	MAINTENANCE LIFT STATIONS	GRAINGER INC	TIMBER CREEK LS PUMP	9433511590	03/25/2025	139.46	166879
20-2021-7-715000	MAINTENANCE LIFT STATIONS	MCMASTER-CARR SUPPLY CO	TIMBER CREEK LS PUMP	42073692	03/25/2025	32.77	5777
20-2021-7-715000	MAINTENANCE LIFT STATIONS	GRAINGER INC	4-EPOXY ADHESIVE SYRI	9434925310	03/25/2025	59.96	166879
20-2021-7-715000	MAINTENANCE LIFT STATIONS	GRAINGER INC	3-ALUM CORD CONNECTS	9434434982	03/25/2025	48.87	166879
20-2021-7-715000	MAINTENANCE LIFT STATIONS	STEINER ELECTRIC COMPAN	TIMBER CREEK LS PUMP	S007735801.001	03/25/2025	121.51	166957
20-2021-7-715000	MAINTENANCE LIFT STATIONS	GRAINGER INC	TOOL	9437082697	03/25/2025	14.44	166879
20-2021-7-715000	MAINTENANCE LIFT STATIONS	RAM SEAL CO., INC.	TIMBER CREEK LIFT STA	02503022	03/25/2025	189.07	166938
20-2021-7-716000	MAINTENANCE SEWER LINES	RAY SCHRAMER & CO	SEWER COUPLINGS FOR S	168520	03/25/2025	966.55	166940
20-2021-7-716000	MAINTENANCE SEWER LINES	STANDARD EQUIPMENT CO	2-SAFETY SHUTOFFS	P02455	03/25/2025	694.45	166956
				Total Department 2021 SEWER DEPARTMENT		71,847.61	
Department: 2022 WASTE WATER TREATMENT PLANT							
20-2022-5-706000	MATERIALS AND SUPPLIES	GRAINGER INC	AIR COMPRESOR FILTERS	9430464736	03/25/2025	53.00	166879
20-2022-5-706000	MATERIALS AND SUPPLIES	USA BLUEBOOK	LAB SUPPLIES	INV00650422	03/25/2025	365.72	166968
20-2022-5-706000	MATERIALS AND SUPPLIES	GRAINGER INC	DRILL BIT	943853269	03/25/2025	19.52	166879
20-2022-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	2-DISTILLED WATER	30390	03/25/2025	8.22	166915
20-2022-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	IL SECTION AMERICAN WAT	TRAINING CLASS-KLINKN	200094001	03/25/2025	80.00	166887
20-2022-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	IL SECTION AMERICAN WAT	TRAINING CLASS-KLINKN	200094002	03/25/2025	80.00	166887
				Total Department 2022 WASTE WATER TREATMENT PLANT		606.46	
Department: 2023 UTILITY-DEBT SERVICE							
20-2023-9-795000	PRINCIPAL PAYMENTS	AMALGAMATED BANK OF CHI	SERIES 2021B	7677	03/25/2025	415,000.00	5772
20-2023-9-796000	INTEREST PAYMENTS	AMALGAMATED BANK OF CHI	SERIES 2021B	7677	03/25/2025	70,700.00	5772
				Total Department 2023 UTILITY-DEBT SERVICE		485,700.00	
Department: 2024 UTILITY-CAPITAL IMPROVEMENT							
20-2024-6-750000	SCREEN AND GRIT	KENO & SONS CONSTRUCTIO	SCREEN & GRIT BUILDIN	5646	03/25/2025	49,236.30	166897
20-2024-6-776000	ENGINEERING	ROBINSON ENGINEERING LT	2024 CLEAN & TELE-ENG	25030176	03/25/2025	398.13	166946
20-2024-6-776000	ENGINEERING	ROBINSON ENGINEERING LT	2024 SEWER LINING-ENG	0312	03/25/2025	3,573.00	166946
20-2024-6-795000	WATER SYSTEM IMPROVEMENTS	REIN ELECTRIC	RUN LOW VOLTAGE WIRES	14624	03/25/2025	621.00	166943
20-2024-6-795000	WATER SYSTEM IMPROVEMENTS	GEWALT HAMILTON ASSOCIA	24&25 WM REPLACE-ENG	4593.007-15	03/25/2025	16,237.50	166877
20-2024-6-795000	WATER SYSTEM IMPROVEMENTS	GEWALT HAMILTON ASSOCIA	RIVER WM CROSSING - S	4593.011-2	03/25/2025	741.00	166877
				Total Department 2024 UTILITY-CAPITAL IMPROVEMENT		70,806.93	
				Total Fund 20 UTILITY FUND		640,726.16	
Fund: 21 STORMWATER SEWER FUND							
Department: 0000 GENERAL							
21-0000-0-401000	ACCOUNTS PAYABLE	MOREIRA, VASCO & NICOLE	UB refund for account	09/30/2024	03/25/2025	21.80	166922
21-0000-0-401000	ACCOUNTS PAYABLE	SCALES, PATRICK	UB refund for account	03/11/2025	03/25/2025	52.03	166948
				Total Department 0000 GENERAL		73.83	
Department: 2121 STORMWATER SEWER							
21-2121-6-790000	CAPITAL OUTLAY	CHRISTOPHER B BURKE ENG	HIGHLANDS SUB - ENG	199576	03/25/2025	6,942.50	166854
21-2121-6-790000	CAPITAL OUTLAY	CHRISTOPHER B BURKE ENG	COPELAND DESIGN	199577	03/25/2025	7,407.50	166854
21-2121-6-790000	ENGINEERING	CHRISTOPHER B BURKE ENG	COPELAND-CONSTR ENG	199578	03/25/2025	7,620.30	166854
21-2121-6-790000	ENGINEERING	ROBINSON ENGINEERING LT	2024 CLEAN & TELE-ENG	25030176	03/25/2025	398.12	166946
21-2121-9-795000	PRINCIPAL PAYMENTS	AMALGAMATED BANK OF CHI	SERIES 2022	7902	03/25/2025	520,000.00	5772

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 21 STORMWATER SEWER FUND							
Department: 2121 STORMWATER SEWER							
21-2121-9-795000	PRINCIPAL PAYMENTS	AMALGAMATED BANK OF CHI	SERIES 2024	8111	03/25/2025	425,000.00	5772
21-2121-9-796000	INTEREST PAYMENTS	AMALGAMATED BANK OF CHI	SERIES 2022	7902	03/25/2025	125,940.63	5772
21-2121-9-796000	INTEREST PAYMENTS	AMALGAMATED BANK OF CHI	SERIES 2024	8111	03/25/2025	177,000.00	5772
				Total Department 2121 STORMWATER SEWER		1,270,309.05	
				Total Fund 21 STORMWATER SEWER FUND		1,270,382.88	
Fund: 30 VEHICLE MAINT/REPL SERVICE FD							
Department: 0000 GENERAL							
30-0000-5-711000	GASOLINE & OIL	AL WARREN OIL CO INC	WASHER SOLVENT	W1728020	03/25/2025	270.00	166845
30-0000-5-713000	VEHICLE WASHING	LIBERTYVILLE CAR SPA	CAR WASH 2/25	1733	03/25/2025	301.05	166906
30-0000-5-714000	VEHICLE PARTS	LIBERTYVILLE LINCOLN SA	OIL DRAIN PLUG	5140935	03/25/2025	5.04	5776
30-0000-5-714000	VEHICLE PARTS	LIBERTYVILLE LINCOLN SA	CAP FILLER	5140925	03/25/2025	9.41	5776
30-0000-5-714000	VEHICLE PARTS	LIBERTYVILLE LINCOLN SA	SENSOR ASSEMBLY	5140960	03/25/2025	117.96	5776
30-0000-5-714000	VEHICLE PARTS	LAKE COUNTY HOSE & EQUI	PIPE FITTINGS	214380	03/25/2025	276.42	166900
30-0000-5-714000	VEHICLE PARTS	ADVANCE AUTO PARTS	MISC VEHICLE REPAIR P	1870791412	03/25/2025	493.07	166842
30-0000-5-714000	VEHICLE PARTS	HAVEY COMMUNICATIONS IN	ROOF MOUNT ANTENNA KI	13760	03/25/2025	117.00	166883
30-0000-5-714000	VEHICLE PARTS	MACQUEEN EQUIPMENT LLC	AXLE PAD KIT	P32892	03/25/2025	421.43	166912
30-0000-5-714000	VEHICLE PARTS	CHICAGO PARTS & SOUND L	BRAKES/ROTORS	42V0004428	03/25/2025	549.57	166853
30-0000-5-714000	VEHICLE PARTS	LIBERTYVILLE LINCOLN SA	4-TPMS SENSOR	5141066	03/25/2025	267.60	5776
30-0000-5-714000	VEHICLE PARTS	HAVEY COMMUNICATIONS IN	5-BLANK FACEPLATE FOR	13765	03/25/2025	95.00	166883
30-0000-5-714000	VEHICLE PARTS	CHICAGO PARTS & SOUND L	BATTERY & CORE	42V0004622	03/25/2025	76.00	166853
30-0000-5-714000	VEHICLE PARTS	CHICAGO PARTS & SOUND L	RETURN-SCRAP BATTERY	40C0005250	03/25/2025	(11.00)	166853
30-0000-5-714000	VEHICLE PARTS	LIBERTYVILLE CHEVROLET	SENSOR	970498	03/25/2025	194.06	166907
30-0000-5-714000	VEHICLE PARTS	HAVEY COMMUNICATIONS IN	CUP HOLDER/6-FACEPLAT	13779	03/25/2025	183.00	166883
30-0000-5-714000	VEHICLE PARTS	LEACH ENTERPRISES INC	FLOOR MAT SET	01P15748	03/25/2025	249.55	166904
30-0000-5-755000	LICENSE/TITLE/INSPECTION FEES	RONDOUT SERVICE CENTER	TRUCK SAFETY TEST - F	156	03/25/2025	106.50	166947
30-0000-5-755000	LICENSE/TITLE/INSPECTION FEES	SECRETARY OF STATE	2025 PLATE RENEWAL/20	32069918	03/25/2025	151.00	166953
30-0000-5-755000	LICENSE/TITLE/INSPECTION FEES	SECRETARY OF STATE	NEW LICENSE PLATES	3/25	03/25/2025	8.00	166950
30-0000-5-755000	LICENSE/TITLE/INSPECTION FEES	SECRETARY OF STATE	NEW LICENSE PLATES	3/25	03/25/2025	8.00	166951
30-0000-5-755000	LICENSE/TITLE/INSPECTION FEES	SECRETARY OF STATE	NEW LICENSE PLATES	3/25	03/25/2025	8.00	166952
30-0000-5-789000	ACCIDENT DAMAGE EXPENSE	PEARSE, JAMES C	REPAIR DINGS IN HOOD	26855	03/25/2025	110.00	166932
30-0000-5-789000	ACCIDENT DAMAGE EXPENSE	ESTRADA CUSTOMS	SQUAD #6 ACCIDENT DAM	1247	03/25/2025	1,781.09	166872
30-0000-6-782000	VEHICLE REPLACEMENT COSTS	MONROE TRUCK EQUIPMENT	WING LASER FOR PLOW	1550606A	03/25/2025	4,303.00	166921
30-0000-6-782000	VEHICLE REPLACEMENT COSTS	JEM TOP, INC	VEHICLE REPLACEMENT C	66255	03/25/2025	8,486.00	166894
30-0000-6-782000	VEHICLE REPLACEMENT COSTS	MPC COMMUNICATIONS & LI	LIGHTS & EQUIPT INSTA	25-0016	03/25/2025	19,133.70	166925
30-0000-7-715000	MAINTENANCE OTHER EQUIPMENT	MANKOFF INDUSTRIES, INC	INSPECTION OF FUEL TA	6970	03/25/2025	195.00	166913
				Total Department 0000 GENERAL		37,905.45	
				Total Fund 30 VEHICLE MAINT/REPL SERVICE FD		37,905.45	
Fund: 31 TECHNOLOGY EQUIP/REPL SER FD							
Department: 0000 GENERAL							
31-0000-4-711000	WIRELESS SERVICE	T-MOBILE	WIRELESS SERVICE 1/21	982446608	03/25/2025	1,484.06	166962
31-0000-5-729000	FAX SOFTWARE MONTHLY CHARGE	EGOLDFAX	E-FAX 3/25	#EGOLD-12112166	03/25/2025	29.99	166868
31-0000-5-729000	ENTERPRISE OPTION	EGOLDFAX	E-FAX 3/25	#EGOLD-12112166	03/25/2025	5.00	166868
31-0000-5-729000	ENTERPRISE OPTION AGENT	EGOLDFAX	E-FAX 3/25	#EGOLD-12112166	03/25/2025	1.00	166868
31-0000-5-729000	TOLL FAX NUMBER	EGOLDFAX	E-FAX 3/25	#EGOLD-12112166	03/25/2025	3.50	166868
31-0000-6-790000	CAPITAL OUTLAY	CDW GOVERNMENT, INC	COMPUTER WARRANTIES	AD2446U	03/25/2025	477.92	5774
				Total Department 0000 GENERAL		2,001.47	

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 31 TECHNOLOGY EQUIP/REPL SER FD							
					Total Fund 31 TECHNOLOGY EQUIP/REPL SER FD	2,001.47	
Fund: 40 PROJECT FUND							
Department: 0000 GENERAL							
40-0000-0-775000	HAPCO 105766P 24 FT POLES	HAPCO POLE PRODUCTS	24 FT HAPCO POLES	IN0000149851	03/25/2025	8,702.00	166882
40-0000-0-784000	ENG SERVICES	CIVILTECH ENGINEERING,	BIKE GRANTS	55325	03/25/2025	6,372.45	166856
40-0000-0-784000	ENGRAVING	IMPRESSIONS IN STONE	BUY A BRICK ENGRAVING	13122	03/25/2025	17,058.00	166892
40-0000-0-799000	PAVEMENT ASSESSMENT	GEWALT HAMILTON ASSOCIA	PAVT ASSESSMENT	4593.009-6	03/25/2025	3,332.50	166877
40-0000-0-799000	PAVEMENT ASSESSMENT	GEWALT HAMILTON ASSOCIA	PAVT ASSESSMENT	4593.009-7	03/25/2025	2,124.00	166877
40-0000-0-799000	PAVEMENT ASSESSMENT	GEWALT HAMILTON ASSOCIA	PAVT ASSESSMENT	4593.009-5	03/25/2025	6,201.50	166877
40-0000-0-799000	MISCELLANEOUS	CIVILTECH ENGINEERING,	MILW AVE & MAPLE AVE	55357	03/25/2025	3,259.66	166856
					Total Department 0000 GENERAL	47,050.11	
					Total Fund 40 PROJECT FUND	47,050.11	
Fund: 45 PARK IMPROVEMENT FUND							
Department: 0000 GENERAL							
45-0000-0-782000	BUTLER CONSTRUCTION OVERSIGHT	HITCHCOCK DESIGN, INC	BUTLER CONSTRUCTION O	34409	03/25/2025	1,872.50	166884
45-0000-0-782000	PARK IMPROVEMENT COSTS	AMAZON CAPITAL SERVICES	CLEANING SUPPLIES/SOU	16MT-DMR9-H3K3	03/25/2025	223.38	5773
45-0000-0-782000	PARK IMPROVEMENT COSTS	MENARDS INC	DOORKNOB	30069	03/25/2025	75.47	166915
					Total Department 0000 GENERAL	2,171.35	
					Total Fund 45 PARK IMPROVEMENT FUND	2,171.35	

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
--- TOTALS BY FUND ---							
		01	GENERAL FUND			225,014.24	
		07	MOTOR FUEL TAX FUND			25,489.40	
		13	HOTEL/MOTEL TAX FUND			44,205.21	
		14	COMMUTER PARKING FUND			829.44	
		20	UTILITY FUND			640,726.16	
		21	STORMWATER SEWER FUND			1,270,382.88	
		30	VEHICLE MAINT/REPL SERVICE FD			37,905.45	
		31	TECHNOLOGY EQUIP/REPL SER FD			2,001.47	
		40	PROJECT FUND			47,050.11	
		45	PARK IMPROVEMENT FUND			2,171.35	
		Total For All Funds:				2,295,775.71	

Agenda Item No. 3D

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 8, 2025

Agenda Item: Consideration of a Resolution to Approve a Settlement Agreement and General Release Between the Hazelhurst Volunteer Fire Department and the Village of Libertyville

Staff Recommendation: Approve Resolution

Staff Contact: Michael Pakosta, Fire Chief

Background: On January 14th, 2025, the Village Board approved Ordinance No. 25-O-05, which authorized the sale of a surplus fire engine to the Hazelhurst Volunteer Fire Department in Hazlehurst, Wisconsin. The purchase price was $10,000. After the sale was initiated, the Hazelhurst Volunteer Fire Department completed a detailed vehicle inspection with a third-party inspector. During the inspection, critical issues were found that would require a significant expense to repair. Staff determined it would be appropriate to refund the purchase price of $10,000 to the Hazlehurst Volunteer Fire Department. Additionally, since the vehicle is currently in Hazelhurst, Wisconsin, it was agreed by both parties to divide any revenue generated from scrapping or selling the vehicle evenly.

Staff is requesting the Village Board approve the resolution to refund the Hazelhurst Volunteer Fire Department the sum of $10,000.00 and equally divide any revenue generated from scrapping or selling the vehicle. Staff is requesting the Village Board authorize the execution of the refund by the Village Administrator.

Attachments:

1. Resolution
2. Agreement

RESOLUTION NO. 25-R-_____

A RESOLUTION APPROVING A SETTLEMENT AGREEMENT AND GENERAL RELEASE BETWEEN THE HAZELHURST VOLUNTEER FIRE DEPARTMENT AND THE VILLAGE OF LIBERTYVILLE

WHEREAS, on January 14, 2025, the Village sold to Hazelhurst Volunteer Fire Department, of Hazelhurst, Wisconsin (***"Hazelhurst"***), a surplus 2002 Pierce fire engine (***"Property"***), for a price of $10,000; and

WHEREAS, upon Hazelhurst's receipt of the Property, a third-party mechanic retained by Hazelhurst identified damage to the frame rail of the Property, the repair cost for which would exceed the value of the Property, rendering the Property unusable; and

WHEREAS, the Village and Hazelhurst have reached a settlement agreement to resolve all claims between them related to the Property (***"Settlement Agreement"***); and

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

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

SECTION 1: 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 Settlement Agreement. The Board of Trustees hereby approves the Settlement Agreement in substantially the form attached to this Resolution as Exhibit A, and in a final form to be approved by the Village Administrator.

SECTION 3: Execution of Settlement Agreement. The Village Administrator is hereby authorized and directed to execute, on behalf of the Village, the final Settlement Agreement.

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

PASSED this ___ day of _____, 2025.

AYES:

NAYS:

ABSENT:

APPROVED this ___ day of _____, 2025.

_____
Donna Johnson, Village President

ATTEST:

_____
Margaret Clark, Village Clerk

EXHIBIT A

SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

THIS SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS (***"Agreement"***) is entered into as of this 8th day of April, 2025, by and between the Hazelhurst Volunteer Fire Department, of Hazelhurst, Wisconsin (***"Hazelhurst"***), and the Village of Libertyville, an Illinois municipal corporation (***"Libertyville"***) (collectively, Hazelhurst and Libertyville are the ***"Parties"***).

SECTION 1. RECITALS.

A. On January 14, 2025, Libertyville sold to Hazelhurst a surplus 2002 Pierce fire engine (***"Property"***), described in detail on Exhibit A attached to and, by this reference, made part of this Agreement, for a price of $10,000.

B. Upon Hazelhurst's receipt of the Property, a third-party mechanic retained by Hazelhurst identified damage to the frame rail of the Property, the repair cost for which would exceed the value of the Property, rendering the Property unusable.

C. The Parties desire to enter into this Agreement to settle their respective obligations related to the Property and to fully and finally settle all actual and potential claims arising out of, or in any way related to the Property without the Parties thereby admitting any fault or liability to each other.

SECTION 2. PAYMENT TO HAZELHURST. Within 30 days following the effective date of this Agreement, Libertyville will pay to Hazelhurst $10,000, in full satisfaction of all claims that Hazelhurst may have related to the Property (***"Settlement Payment"***).

SECTION 3. SURPLUS SALE OF PROPERTY. Hazelhurst agrees to take all reasonable steps to sell the Property to a third-party purchaser, on such terms to be determined by Hazelhurst in its discretion. Within 30 days after the sale by Hazelhurst of the Property, Hazelhurst must pay to Libertyville one-half of the proceeds received from such sale.

SECTION 4. RELEASE. In consideration for the Settlement Payment by Libertyville, Hazelhurst hereby acknowledges complete satisfaction of, and hereby releases, acquits, and forever discharges Libertyville and its elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys of and from all claims, actions, causes of action, suits, proceedings, demands, liabilities, damages, obligations, debts, judgments, executions, costs and expenses of every kind and nature whatsoever, whether known or unknown, accrued or not accrued, in law, equity, or otherwise, that Hazelhurst ever had, now has, or may in the future have, against Libertyville arising out of, or in any way related to, the Property.

SECTION 5. EXPRESS DENIAL OF RESPONSIBILITY OF LIABILITY. The Parties enter into this Agreement as a full and complete settlement, compromise, and release of claims. It is expressly understood and agreed that neither the execution of this Agreement, nor the performance of any obligation recited in this Agreement, is intended or is to be understood as an acknowledgement of responsibility, admission of liability, or other expression reflecting upon the merits of any claim, and any such responsibility or liability is expressly denied.

SECTION 6. GENERAL PROVISIONS.

A. **Entire Agreement.** This Agreement, including the Recitals, constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

B. **Binding Agreement.** This Agreement is binding on and inures to the benefit of Hazelhurst and Libertyville, and their respective successors, and assigns. Each person signing this Agreement represents that it has full authority to bind the Party on whose behalf he or she has executed this Agreement.

C. **Amendments and Modifications.** No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by the Parties to this Agreement in accordance with all applicable statutory procedures.

D. **No Third-Party Beneficiaries.** No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation may be made, or be valid, against Hazelhurst or Libertyville.

E. **Effectuate Terms of Agreement.** The Parties agree to take all reasonable action necessary to effectuate the terms of the Agreement.

F. **Counterparts.** This Agreement may be executed in counterparts, each of which is to be deemed as effective as if executed on the same original.

IN WITNESS WHEREOF, Hazelhurst and Libertyville have executed and delivered this Agreement as of the date set forth above.

THE HAZELHURST VOLUNTEER FIRE DEPARTMENT

THE VILLAGE OF LIBERTYVILLE

By: Kelly A. Amidei, Village Administrator

ACKNOWLEDGEMENTS

STATE OF WISCONSIN)
) SS.
COUNTY OF ONEIDA)

The foregoing instrument was acknowledged before me on MARCH 6, 2025, by HOWARD HOWE the MEMBER of the **HAZELHURST VOLUNTEER FIRE DEPARTMENT**, which individual is known to me to be the identical person who signed the foregoing instrument as such ——— thereof, and that he/she executed the same as her free and voluntary act and deed, and as the free and voluntary act and deed of the Hazelhurst Volunteer Fire Department, for the uses and purposes therein mentioned.

Given under my hand and official seal this 6 day of MARCH, 2025.

Susan Grams
Signature of Notary

SEAL

My Commission Expires: 6-11-27

SUSAN GRAMS
Notary Public
State of Wisconsin

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me on _____, 2025, by Kelly Amidei, the Village Administrator of the **VILLAGE OF LIBERTYVILLE**, which individual is known to me to be the identical person who signed the foregoing instrument as such Village Administrator thereof, and that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the Village of Libertyville, for the uses and purposes therein mentioned.

Given under my hand and official seal this ____ day of _____, 2025.

_____
Signature of Notary

SEAL

My Commission Expires: _____

Agenda Item No. 3E

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 8, 2025

Agenda Item: Consideration of a Resolution Ratifying An Electricity Supply Agreement with Constellation NewEnergy, Inc. For The Purchase of Electricity

Staff Recommendation: Approve Resolution

Staff Contact: Kelly Amidei, Village Administrator

Background: In November 2008, the Village joined the Northeastern Illinois Municipal Electric Collaborative (NIMEC) along with over 150 other municipal entities. Joining NIMEC provided the Village with an opportunity to purchase electric power at a more competitive price.

The Village has historically purchased electricity for streetlights, water and wastewater plants through bids secured by NIMEC at favorable rates. NIMEC solicited new bids on March 11, 2025. When the bids are opened the Village has 24 hours to accept or decline the rates that are offered through the bid process. The attached agreement needed to be executed in order to secure a favorable rate on March 11, 2025. This action ratifies the agreement which has been executed by the Village Administrator. The executed agreement is attached.

The current blended rate for Village facilities is 5.681/kWh and the lowest bid was 7.48/kWh for a 2-year term with Constellation NewEnergy. The increase in cost is related to recent economic conditions and unfortunately results in a 31% increase yet is still lower than reverting to ComEd.

Staff recommends that the Village Board approve the resolution ratifying the agreement with Constellation NewEnergy, Inc.

Attachments:

1. Resolution

RESOLUTION NO. 25-R-_____

A RESOLUTION RATIFYING AN ELECTRICTY SUPPLY AGREEMENT
WITH CONSTELLATION NEWENERGY, INC. FOR THE PURCHASE OF ELECTRICITY

WHEREAS, the Village currently purchases electricity for street lighting and for various Village-owned facilities; and

WHEREAS, the Village has determined that the new pricing schedule submitted by ComEd for street lighting and Village-owned facilities may not be favorable to the Village or its residents; and

WHEREAS, the Village is a member of the Northern Illinois Municipal Electric Cooperative (***"NIMEC"***), an electric purchasing co-operative of 140 Illinois municipal and other government entities formed for the purpose of procuring electricity through a cooperative pool in order to receive a more competitive price on electricity; and

WHEREAS**,** on March 10, 2025, NIMEC opened bids for the provision of electricity to the Village and to the other members of NIMEC; and

WHEREAS, Constellation NewEnergy, Inc. (***"Constellation"***) submitted the most favorable bid received by NIMEC, reflecting a pricing schedule lower than that submitted by ComEd, and resulting in significant cost savings for the Village; and

WHEREAS, in order to secure Constellation's favorable bid, on March 11, 2025, the Village Administrator executed, on behalf of the Village, an Electricity Supply Agreement with Constellation (***"Agreement"***); and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interest of the Village and its residents to ratify the execution of the Agreement by the Village Administrator;

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

ILLINOIS, AS FOLLOWS:

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

SECTION 2: Ratification of Agreement. The President and Board of Trustees hereby ratify the execution of the Agreement by the Village Administrator.

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

PASSED this ___ day of _____, 2025.

AYES:

NAYS:

ABSENT:

APPROVED this ___ day of _____, 2025.

_____
Donna Johnson, Village President

ATTEST:

_____
Margaret Clark, Village Clerk

Constellation

Agreement is Not Valid Unless Executed by Seller

Constellation NewEnergy, Inc.
Electricity Supply Agreement – Fixed Price Solutions

VILLAGE OF LIBERTYVILLE ("Customer") AND Constellation NewEnergy, Inc. ("Seller") AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions ("Agreement"); generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below ("Account"). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. **We will apply all appropriate Taxes unless and until you provide a valid certification of tax exempt status.** Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below. The UDC charges (if any) and Taxes are charged to you as a "pass-through," which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as "Fixed" below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1 Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Auction Revenue Rights Credits	Fixed
Capacity Costs	Fixed
NITS Costs	Fixed
Transmission Enhancement Costs	Fixed
Transmission Loss Credits	Fixed
Line Loss Costs	Fixed
FERC Order 745 Costs	Fixed
Balancing Congestion Costs	Fixed
Transmission Reallocation Costs	Fixed

The contract prices contained in the Account Schedule include credit costs and margin. Any applicable RMR Costs are also included in the contract prices. Selecting either NITS Costs or Transmission Enhancement Costs as "Fixed" means that these costs are included in your contract price and are not subject to change unless there has been a Change in Law pursuant to Section 5 of the General Terms and Conditions below. For clarity, we will not pass through any future changes in NITS Costs or Transmission Enhancement Costs based on the UDC's regular adjustments to Network Transmission Service and Transmission Enhancement rates.
You have elected the "Fixed" option for your "Capacity Costs" as noted in the table above. "Fixed" means we have included Capacity Costs in your contract price (set forth in the Account Schedule) based on the current Capacity Costs associated with your Accounts as of the effective date of this Agreement. Your Capacity Costs will not be subject to change unless there has been a Change in Law pursuant to Section 5 of the General Terms and Conditions below. For avoidance of doubt, except as otherwise agreed to herein, your contract price will not be adjusted (either upward or downward) to pass through any changes in

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your Capacity Costs based on changes to the Capacity Obligation for the Account(s). "Capacity Obligation" means the Accounts' Peak Load Contribution provided by the UDC and adjusted to apply any applicable ISO adjustment factors.

Renewable Portfolio Standards Costs ("RPS Costs"). Pursuant to the Future Energy Jobs Bill (Illinois Public Act 099-0906) charges for RPS Costs are now collected as UDC Delivery Charges ("RPS UDC Charges"). If during the term of this Agreement, some or all of the RPS UDC Charges are no longer invoiced as UDC Delivery Charges, Seller will pass those charges through to Customer.

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the ISO-published Day Ahead Locational Based Marginal Price for the applicable residual zone ("LMP") + $.016250/kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). If you have elected to receive a single bill from us for one or more of the Account(s) served hereunder, we will invoice you for all UDC Charges and related Taxes for those Account(s) ("Seller Consolidated Billing"). If you have elected to receive a single bill from the UDC for one or more of the Account(s) served hereunder, the UDC will invoice you for all of our charges and all UDC Charges and related Taxes for those Account(s) ("UDC Consolidated Billing"). Otherwise, we will invoice you for all our charges and the UDC will invoice you for all UDC Charges and related Taxes for those Account(s) which we refer to as "Dual Billing." Initially all your Account(s) will be billed as follows, which may change based on your Account(s) eligibility: **Seller Consolidated Billing.** All amounts charged are due in full within sixty (60) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less; and we may withhold any payments due to the UDC until we receive such payments. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

Certain Warranties. You warrant and represent that for Account(s) located in the State of Illinois, your aggregate consumption and usage during any 12 month period is greater than 15,000 kilowatt-hours and that the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

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Customer Service. For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at CustomerCare@Constellation.com.

Authorization. You authorize the UDC to provide us with your historical and future energy billing and usage data (which includes your electricity usage levels for distinct time periods as short as 30 minutes, to the extent that this information has been recorded and retained by the UDC). This authorization is for purposes of the development and provision of current and future products or services in connection with the services contemplated in this Agreement, and will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 1-844-6-ENERGY. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Commonwealth Edison	COMED	1-800-334-7661

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

Signature: Amanda Stewart
Amanda Stewart
Vice President – Retail Ops
2025-03-12 10:02-05:00

Printed Name:
Title:

Address: 1001 Louisiana St. Constellation Suite 2300
Houston, TX 77002
Attn: Contracts Administration
Fax: **888-829-8738**
Phone: **844-636-3749**

Customer: Village of Libertyville

Signature: Kelly A. Amidei

Printed Name: Kelly A. Amidei
Title: Village Administrator
Date: March 11, 2025
Address: 118 W Cook Ave
Libertyville, IL 60048-1871

Fax: 847-362-2430
Phone: 847-362-9453
Email: kamidei@libertyville.com

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Sales Rep: Jason Bessert G604846.3631.0 Printed: 3/10/2025

General Terms and Conditions

1. Definitions.

"Ancillary Services And Other ISO Costs" means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's $/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

"Auction Revenue Rights Credits" means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution. If Auction Revenue Rights Credits are "Passed Through", such credits shall be reasonably calculated by us as the monthly product of the (i) total Auction Revenue Rights Credits expressed in dollars per planning year for the applicable zone, as published by the ISO; divided by (ii) the total Network Service Peak Load for such zone, as published by the ISO; divided by (iii) the number of days in the applicable planning year; multiplied by (iv) by an Account's applicable Network Service Peak Load; multiplied by (v) the number of days in the billing period or such other reasonable calculation method applied by us.

"Balancing Congestion Costs" means any costs or charges imposed by the ISO in complying with the Federal Energy Regulatory Commission's Order on Rehearing and Compliance regarding Docket Nos. EL16-6-002, EL16-6-003 and ER16-121-001 (January 31, 2017).

"Capacity Costs" means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise. Capacity Costs includes, but is not limited to, the cost for procuring Capacity Performance resources (as currently required and defined by the ISO) in accordance with the provisions of Federal Energy Regulatory Commission Order on Proposed Tariff Revisions (Docket No. ER15-623-000, et al, issued June 9, 2015).

"Energy Costs" means a charge for the cost items included in the Locational Marginal Price for the ISO residual zone identified in the Account Schedule.

"FERC Order 745 Costs" means any costs or charges imposed by the ISO in accordance with complying with the provisions of Federal Energy Regulatory Commission ("FERC") in Order No. 745 18 CFR Part 35 (March 15, 2011). Any modifications or conditions to the treatment of FERC Order 745 Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 of the General Terms and Conditions of this Agreement.

"ISO" means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

"Line Loss Costs" means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the "Line Loss Usage"). If Line Loss Costs are "Fixed," the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are "Fixed (Charged Separately)", the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

"NITS Costs" means the cost for Network Integration Transmission Service provided by the ISO as identified in the applicable OATT Tariff for the provision of transmission service within the UDC's service territory, and expressly excluding costs separately detailed as Transmission Reallocation Costs as defined below.

"Non Time Of Use" or "NTOU" means all hours of each day.

"Off Peak" means all hours other than Peak hours.

"Peak" means the hours designated as peak from time to time by the UDC.

"Renewable Portfolio Standards Costs" means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law.

"RMR Costs" or "Reliability-Must-Run Costs" means the generation deactivation charges and other such charges, if any, imposed by the ISO on load served in a particular load zone to recover the cost for any generation units that plan to retire but are required by the ISO to run for reliability purposes beyond their intended retirement date, in accordance with the applicable ISO rules and OATT provisions.

"Taxes" means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

"Transmission Enhancement Costs" means the Transmission Enhancement charges or credits, each as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the UDC's service territory, and expressly excluding costs separately detailed as Transmission Reallocation Costs as defined below.

"Transmission Loss Credits" means the credit amounts applicable to the Accounts under the ISO's marginal loss construct.

"Transmission Reallocation Costs" means a charge or credit, as applicable, imposed by the ISO specifically for: (i) the Current Recovery Charges; and (ii) the Transmission Enhancement Charge Adjustments (each of (i) and (ii) as defined in the settlement agreement approved by FERC as of May 31, 2018 in Docket Number EL05-121-009 for the time periods identified therein and implemented in the OATT Schedule 12-C Appendices A and C, respectively, and as may subsequently be amended). Any modifications or conditions to the treatment of the Transmission Reallocation Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 below.

"UDC" means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

"UDC Charges" means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

2. Cash deposit and other security. At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

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3. **Default under this Agreement.** You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. **Remedies upon default; Early Termination Payment.** If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. **Changes in law.** We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. **Events beyond either of our reasonable control.** If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was ***not*** prevented by such events shall have the right to terminate this Agreement without penalty upon 30 days' written notice to the other.

7. **UDC or ISO obligations.** We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. .

8. **Limitation on Liability.** IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. **DISPUTE RESOLUTION.** THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. **Relationship of Parties; Representations and Warranties.** We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in

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evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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ACCOUNT SCHEDULE:
For: Village of Libertyville
The Pricing set forth below is only valid until 5:30 PM Central Prevailing Time on March 10, 2025

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.
Please verify that your specific information is COMPLETE and ACCURATE.
Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 15

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU ($/kWh)
COMED	0470109057	1015 DAWES ST, LIBERTYVILLE, IL 60048	05/08/25	05/06/27	$0.07480
COMED	1370673895	1790 CASS AVE, LIBERTYVILLE, IL 60048	05/23/25	05/21/27	$0.07480
COMED	2267257378	PUMP STA 708 W PARK AVE, LIBERTYVILLE, IL 60048	05/08/25	05/06/27	$0.07480
COMED	4166905007	635 W WINCHESTER RD, LIBERTYVILLE, IL 60048	05/23/25	05/21/27	$0.07480
COMED	4436117035	0 NW ATKINSON, 3W WAUKEGAN RD, LIBERTYVILLE TWP, IL 60048	05/10/25	05/08/27	$0.07480
COMED	6416484111	1700 N. Milwaukee (pool), Libertyville, IL 60048-1317	05/23/25	05/21/27	$0.07480
COMED	6723949470	870 COUNTRY CLUB DR, LIBERTYVILLE, IL 60048-3436	05/08/25	05/06/27	$0.07480
COMED	7273318185	1230 GARFIELD AVE, LIBERTYVILLE, IL 60048	05/08/25	05/06/27	$0.07480
COMED	7367602270	1201 W GOLF RD, LIBERTYVILLE, IL 60048	05/08/25	05/06/27	$0.07480
COMED	7666551217	118 W. Cook, Libertyville, IL 60048-1871	05/08/25	05/06/27	$0.07480
COMED	8133432347	118 W. Cook, LIBERTYVILLE, IL 60048	05/23/25	05/21/27	$0.07480
COMED	8774690207	730 BRAINERD AV, LIBERTYVILLE, IL 60048	05/08/25	05/06/27	$0.07480
COMED	9036238558	134 W CHURCH ST, LIGHTS, LIBERTYVILLE, IL 60048	05/08/25	05/06/27	$0.07480
COMED	9293119654	118 W. Cook, LIBERTYVILLE, IL 60048	05/23/25	05/21/27	$0.07480
COMED	9608183819	1532 Artaius Pkwy, Libertyville, IL 60048-1871	05/08/25	05/06/27	$0.07480

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT 888-829-8738.

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Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to Trinity Energy LLC ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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Agenda Item No. 3F

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	April 8, 2025
Agenda Item:	Consideration of an Ordinance Amending Chapter 4 of the Libertyville Municipal Code Relating to Liquor Licenses to Reflect the Automatic Reduction in the Number of Class G-1 Liquor Licenses
Staff Recommendation:	Approve Ordinance
Staff Contact:	Kelly A. Amidei, Village Administrator

Background: Attached is an Ordinance reducing the number of Class G-1 Liquor Licenses due to the recent closing of Wine and Spirit Warehouse, at 830 S. Milwaukee Avenue, Libertyville. The Ordinance will reduce the number of Class G-1 licenses by one, from four to three.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 25-O-

AN ORDINANCE AMENDING CHAPTER 4 OF THE LIBERTYVILLE MUNICIPAL CODE RELATING TO LIQUOR LICENSES TO RELFECT THE AUTOMATIC REDUCTION IN THE NUMBER OF CLASS G-1 LIQUOR LICENSES

Adopted by the
President and Board of Trustees
of
the Village of Libertyville
Lake County, Illinois
This 8th day of April, 2025.

Published in pamphlet form by direction
and authority of the Village of Libertyville
Lake County, Illinois
This 8th day of April, 2025.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 25-O-

AN ORDINANCE AMENDING CHAPTER 4 OF THE LIBERTYVILLE MUNICIPAL CODE RELATING TO LIQUOR LICENSES TO REFLECT THE AUTOMATIC REDUCTION IN THE NUMBER OF CLASS G-1 LIQUOR LICENSES

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

WHEREAS, Wine and Spirit Warehouse located at 830 S. Milwaukee Avenue in Libertyville is no longer open for business; and

WHEREAS, by reason of the aforesaid closure of an authorized Class G-1 liquor license holder, the number of Class G-1 liquor licenses will be automatically reduced by one, from four to three, pursuant to Chapter 4, Section 4-46(c) of the Libertyville Municipal Code; and

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

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

SECTION ONE: Recitals. The foregoing recitals are incorporated herein as findings of the President and Board of Trustees.

SECTION TWO: Amendment to Subsection 4-46(b). Subsection 4-46(b), of Section 4-46, entitled "Limitation of Number," of Chapter 4, entitled "Alcoholic Liquor," of the Libertyville Municipal Code shall be and it is hereby amended to reflect the reduction of the number of Class G-1 liquor licenses from four to three pursuant to the aforesaid closure of one Class G-1 liquor license establishment.

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

PASSED this 8th day of April, 2025.

AYES:

NAYS:

ABSENT:

APPROVED this 8th day of April, 2025.

Donna Johnson, Village President

ATTEST:

Margaret Clark, Village Clerk

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	April 8, 2025
Agenda Item:	Consideration of a Resolution to Approve a Request for the Display of Banners along Milwaukee Avenue - Libertyville High School Seniors
Staff Recommendation:	Approve Resolution
Staff Contact:	Kelly A. Amidei, Village Administrator

Background: Libertyville High School has requested that senior banners once again be displayed on the downtown light poles to honor graduating students.

There is a cost for placement of the banners which is estimated at $2000 per installation. Staff recommends this be included with each cost of the banner and remitted to the Village to cover the costs to the Village. This will be billed to the requesting group. It is anticipated that the banners will be displayed from May 16, 2025, to May 31, 2025.

Staff recommends approval of the attached Resolution approving a request to display banners for Libertyville High School seniors.

Attachments:

1. Resolution
2. Request

RESOLUTION NO. 25-R-

A RESOLUTION TO APPROVE A REQUEST FOR THE DISPLAY OF A BANNERS ALONG MILWAUKEE AVENUE

WHEREAS, the Village of Libertyville received a request from Libertyville High School to display banners on the downtown light poles for graduating seniors of LHS; and

WHEREAS, the cost to place the banners will be reimbursed to the Village; and

WHEREAS, the banners will be displayed from May 16, 2024 to May 31, 2024.

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 display of banners on the downtown light poles for graduating seniors of LHS.

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

PASSED this 8th day of April, 2025.

AYES:

NAYS:

ABSENT:

APPROVED this 8th day of April, 2025.

_____
Donna Johnson, Village President

ATTEST:

_____
Margaret Clark, Village Clerk

LHS Senior Banners

To: Village Board
From: Jim Connell & Jenn Uliks
Senior Banners: approx. mid-May - early June, 2025 displayed along Milwaukee Ave between Appley and 176.

We request the Senior Banners Project be put on the board agenda as soon as you are able. We are preparing and organizing with VIP, our photographer, and James W Smith, our printer.

Our plan is to do the same thing as last year. 2 students per side of the banner for a total of 4 students per banner, placed along Mainstreet. Smith Printing will deliver to Public Works once complete.

We are prepared to pay the $2000 fee. We will also deposit the banners in the LHS dumpsters for recycling. We will work with Paul Kendzior as we have in the past. Please inform staff they are able to forward any questions to Jim's cell below.

Thanks for your assistance and support of this tradition! We appreciate it.

Jim Connell (773.220.3632)
& Jenn Uliks (Libertyville High School)

Agenda Item No. 3H

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	April 8, 2025
Agenda Item:	Consideration of an Ordinance Approving an Amendment to the Planned Development Final Plan for Red Top Plaza – 1366 S. Milwaukee Avenue
Staff Recommendation:	Approve Ordinance
Staff Contact:	Heather J. Rowe, Director of Community Development

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Background: The attached ordinance would approve an amendment to the Planned Development Final Plan to make certain modifications to an existing building including removal of the drive-thru canopy and related site improvements located in an outlot of the Red Top Plaza Shopping Center at 1366 S. Milwaukee Avenue. The Village Board approved this request at their March 11, 2025 meeting with the understanding that an ordinance would be drafted for the Village Board to approve at their April 8, 2025 meeting.

Staff recommends the Village Board approve the attached ordinance.

Attachments:
1. Ordinance

THIS SPACE FOR RECORDERS USE ONLY

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 25-O-_____

AN ORDINANCE APPROVING AN AMENDMENT TO
THE PLANNED DEVELOPMENT FINAL PLAN
(Red Top Plaza – 1366 S. Milwaukee Avenue)

Adopted by the
President and Board of Trustees
of
the Village of Libertyville
Lake County, Illinois
this _____ day of _____, 2025.

Published in pamphlet form by direction
and authority of the Village of Libertyville
Lake County, Illinois
this _____ day of _____, 2025.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 25-O-__

AN ORDINANCE APPROVING AN AMENDMENT TO
THE PLANNED DEVELOPMENT FINAL PLAN
(Red Top Plaza – 1366 S. Milwaukee Avenue)

WHEREAS, on August 14, 1973, the President and Board of Trustees adopted Ordinance No. 73-O-26, approving a special use permit for the Red Top Farms General Development Plan to allow the construction of multi-tenant commercial development (***"Red Top Plaza Development"***); and

WHEREAS, on January 22, 1980, the President and Board of Trustees adopted Ordinance No. 80-O-3, approving a Specific Implementation Plan, now referred to as a final plan of planned development (***"Original Final Plan"***) for the Red Top Plaza Development; and

WHEREAS, the Original Final Plan authorized the construction of a free-standing commercial building at 1366 S. Milwaukee Avenue, Libertyville, Illinois, and legally described in **Exhibit A**, attached to and made a part of this Ordinance (***"Property"***), which Property is part of the Red Top Plaza Development; and

WHEREAS, on April 9, 2003, the President and Board of Trustees adopted Ordinance No. 03-O-22, approving an amendment to the Final Plan to allow the construction of a four drive-through lanes on the Property to accommodate a bank branch (the Original Final Plan, as amended by Ordinance No. 03-O-22 and other ordinances amending the Original Final Plan, is the "***Final Plan***"); and

WHEREAS, SUP II Red Top Plaza, LLC (***"Owner"***) is the current owner of the Property; and

WHEREAS, the Property is located in the C-4 Shopping Center Commercial District of the Village (***"C-4 District"***); and

WHEREAS, AFC Urgent Care (***"Applicant"***) currently occupies the Property and desires to remove two of the three remaining drive-through lanes canopies and repair the area previously occupied by the drive-through lanes by paving, striping, and landscaping (collectively, the ***"Proposed Improvements"***); and

WHEREAS, pursuant to Section 16-13.12 of the Libertyville Zoning Code, as amended (***"Zoning Code"***), amendments to the Final Plan may be approved by the Village Board upon a determination that the amendment is in substantial conformity with the Final Plan; and

WHEREAS, the Applicant, with the consent of the Owner, has filed an application with the Village for approval of an amendment to the Final Plan to allow the construction of the Proposed Improvements on the Property (***"Requested Amendment"***); and

WHEREAS, on January 20, 2025, the Appearance Review Commission considered the Requested Amendment and voted to recommend that the Village Board of Trustees approve the Requested Amendment, subject to specified conditions; and

WHEREAS, the Village President and Board of Trustees have determined that, subject to and contingent upon the conditions, restrictions, and provisions of this Ordinance, the Requested Amendment complies with the required standards for planned unit developments as set forth in Part E of Article 16 of the Zoning Code and is in substantial conformity with the Final Plan; and

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

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

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

SECTION 2: Approval of Requested Amendment and Amended Final Plan.

A. Approval of Requested Amendment. In accordance with, and pursuant to, Section 16-13.12 of the Zoning Code, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in this Ordinance, including Section 3 of this Ordinance, the President and Board of Trustees of the Village of Libertyville hereby approve the Requested Amendment to the Final Plan for the Red Top Plaza Development to allow the installation of the Proposed Improvements on the Property.

B. Approval of Amendment. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in this Ordinance, including Section 3 of this Ordinance, the President and Board of Trustees hereby amends the Final Plan for the Approved Planned Development to include the following plans and documents, as may be amended to comply with the conditions set forth in Section 3 of this Ordinance (collectively, the ***"Amended Final Development Plan Documents"***):

1. The Aerial Photo Proposed Site Plan, prepared by NWS Architects, Inc., consisting of one sheet, with a latest revision date of January 9, 2025, a copy of which is attached to and incorporated into this Ordinance as **Exhibit B**;

2. The Modified Exterior Elevation, prepared by NWS Architects, Inc., consisting of two sheets, with a latest revision date of January 9, 2025, a copy of which is attached to and incorporated into this Ordinance as **Exhibit C**;

3. The Exterior Elevations, prepared by NWS Architects, Inc., consisting of four sheets, with a latest revision date of February 21, 2025, a copy of which is attached to and incorporated into this Ordinance as **Exhibit D**;

4. The Architectural Site Plan, prepared by NWS Architects, Inc., consisting of one sheet, with a latest revision date of February 21, 2025, a copy of which is attached to and incorporated into this Ordinance as **Exhibit E**;

5. The Exterior Plans, prepared by NWS Architects, Inc., consisting of two sheets, with a latest revision date of February 21, 2025, a copy of which is attached to and incorporated into this Ordinance as **Exhibit F**;

6. The Demolition Plans, prepared by NWS Architects, Inc., consisting of three sheets, and dated February 21, 2025, a copy of which is attached to and incorporated into this Ordinance as **Exhibit G**; and

7. The Landscape Plan, prepared by NWS Architects, Inc., consisting of one sheet, with a latest revision date of February 21, 2025, a copy of which is attached to and incorporated into this Ordinance as **Exhibit H**.

C. Conflicts. In the event that any of the Amended Final Plan Documents conflict with the plans and documents identified in the Final Plan or other documents that comprise the Red Top Plaza Development, the Amended Final Plan Documents controls.

SECTION 3: Conditions. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Code or any other rights the Owner or the Applicant may have, the approvals granted in Section 2 of this Ordinance are hereby expressly subject to and contingent upon the development, use, operation, and maintenance of the Property in compliance with each and all of the following conditions:

A. Standard Conditions.

1. Compliance with Regulations. The development, use, operation, and maintenance of the Property must comply with all applicable Village codes and ordinances as required by law, as the same have been or may be amended from time to time, except to the extent

specifically provided otherwise in the Final Plan, as amended, and as further amended by this Ordinance.

2. Compliance with Plans. Except for minor changes and site work approved by the Village Director of Community Development or the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village standards, the development, use, operation, and maintenance of the Proposed Improvements and the Property must comply the Final Plan, as amended to include the Amended Final Development Plan Documents.

B. Canopy Overhang. The Applicant must reduce the overhang of the canopy on the south elevation of the structure on the Property to ensure it approximately aligns with the existing overhangs on the east and west elevations of the canopy.

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

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

SECTION 5: Failure to Comply with Conditions. Upon the failure or refusal of the Owner or the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the approvals granted in Section 2 of this Ordinance will, at the sole discretion of the Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Board of Trustees may not so revoke the approvals granted in Section 2 of this Ordinance unless it first provides 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 Board of Trustees. In the event of such revocation, the Village Administrator and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 6: Amendments. Any amendment to any provision of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Code for the granting of special use permits.

SECTION 7: Effective Date.

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

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

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

3. 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;

4. The filing by the Owner and the Applicant with the Village Clerk of an Unconditional Agreement and Consent, in the form of **Exhibit I** 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 or the Applicant does not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 7.A.4 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the Village President and Board of Trustees will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

PASSED this _____ day of _____, 2025.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2025.

_____
Donna Johnson, Village President

ATTEST:

_____
Margaret Clark, Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOT 3 IN RED TOP PLAZA, BEING A SUBDIVISION IN THE EAST 1/2 OF SECTION 28, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 16, 1984 AS DOCUMENT NUMBER 2296364, IN LAKE COUNTY, ILLINOIS.

PIN: 11-28-403-005
Commonly known as: 1366 S. Milwaukee Avenue, Libertyville, Illinois

EXHIBIT B

AERIAL PHOTO PROPOSED SITE PLAN

EXHIBIT C

MODIFIED EXTERIOR ELEVATION

EXHIBIT D

EXTERIOR ELEVATIONS

EXHIBIT E

ARCHITECTURAL SITE PLAN

EXHIBIT F

EXTERIOR PLANS

EXHIBIT G

DEMOLITION PLANS

EXHIBIT H

LANDSCAPE PLANS

EXHIBIT I

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, SUP II Red Top, LLC (***"Owner"***) is the owner of the parcel of real property located at the address commonly known as 1366 S. Milwaukee Avenue, Libertyville, Illinois (***"Property"***); and

WHEREAS, on August 14, 1973, the President and Board of Trustees adopted Ordinance No. 73-O-26, approving a General Development Plan and preliminary plat for Red Top Plaza (collectively, the ***"Approvals"***); and

WHEREAS, AFC Urgent Care (***"Applicant"***) currently occupies the Property within the Development and desires to modify the existing building and associated site improvements; and

WHEREAS, Ordinance No. 25-O-_____, adopted by the Village President and Board of Trustees on _____, 2025 (***"Ordinance"***), approves an amendment to the Approvals to allow the demolition of two of the three drive-thru lanes and canopies on the Property and repairing, paving, striping, and landscaping that same area (collectively, ***"Requested Relief"***); and

WHEREAS, Section 7 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the 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 Owner and the Applicant hereby agree to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the Requested Relief for the Property.

Dated: _____, 2025

SUP II RED TOP, LLC

By: _____

Its: _____

ATTEST

By: _____

Its: _____

AFC URGENT CARE

By: _____

Its: _____

ATTEST

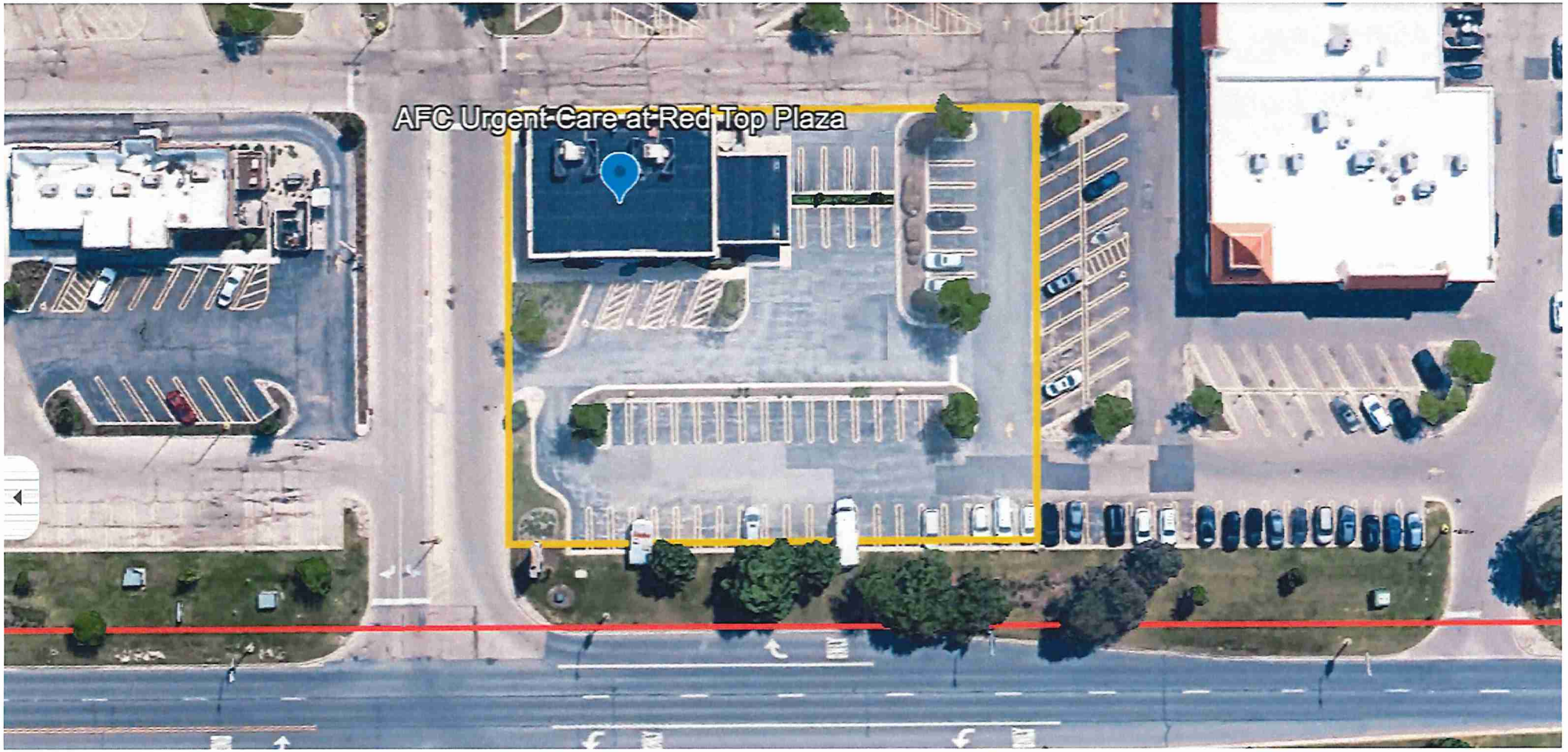
By: _____

Its: _____

4938-6302-4938, v. 1

EXHIBIT B

AERIAL PHOTO PROPOSED SITE PLAN



AERIAL PHOTO
PROPOSED SITE PLAN

IMG8 SCALE: N.T.S.

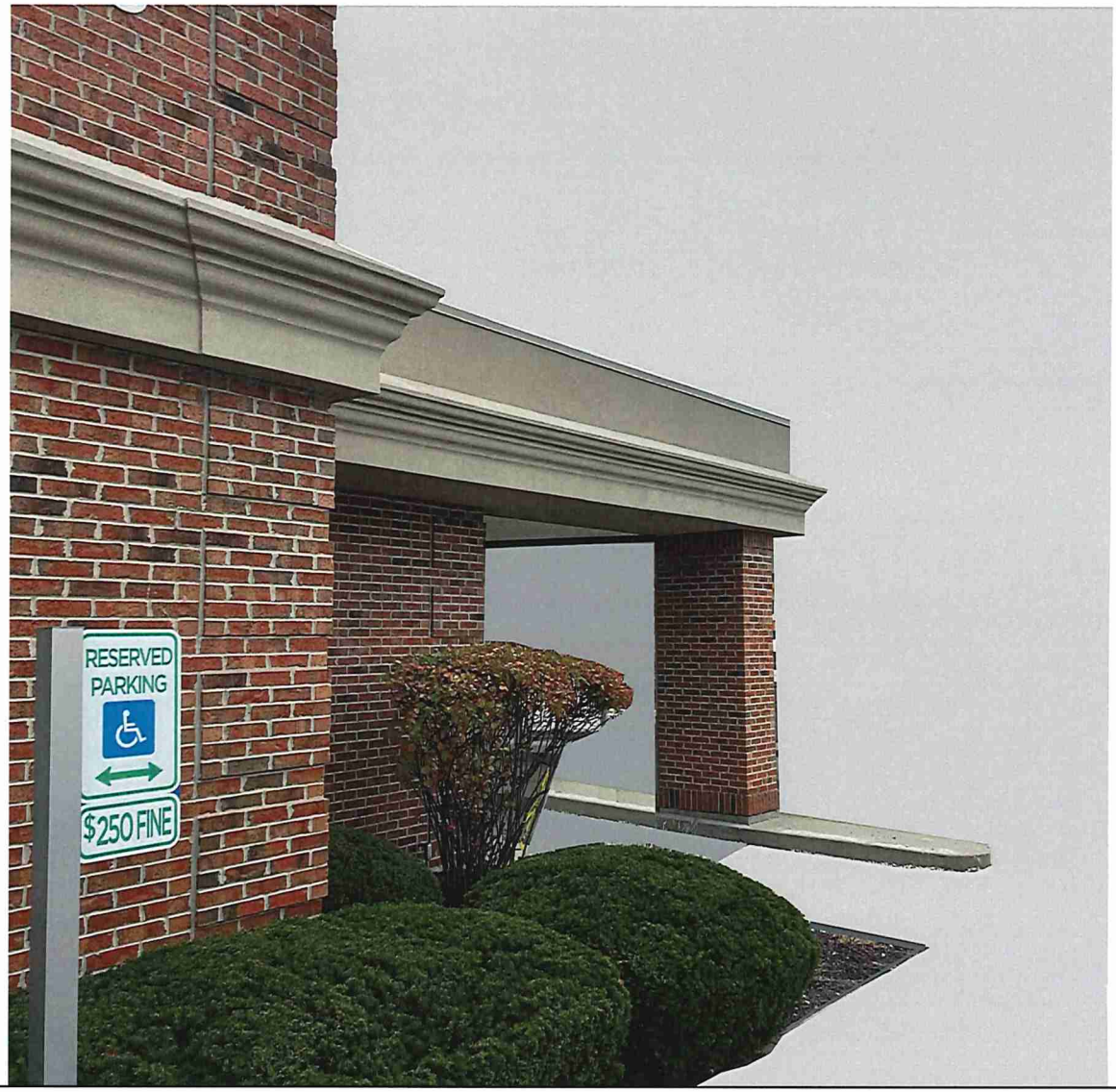
NWS ARCHITECTS, INC.
architecture + interiors + design
230 WEST MONROE STREET
SUITE 1550 CHICAGO ILLINOIS 60606
T 312 332 2062 | F 312 332 9894
www.nwsarchitects.com

RED TOP PLAZA SPACE #1366
1366 S MILWAUKEE AVENUE,
LIBERTYVILLE, ILLINOIS 60048

IMG8
01.09.2025
JOB NO. 24-0077

EXHIBIT C

MODIFIED EXTERIOR ELEVATION



MODIFIED
EXTERIOR ELEVATION
IMG3
SCALE: N.T.S.

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IMG3
01.09.2025
JOB NO. 24-0077

MODIFIED FRONT
EXTERIOR ELEVATION

IMG4

SCALE: N.T.S.

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RED TOP PLAZA SPACE #1366
1366 S MILWAUKEE AVENUE,
LIBERTYVILLE, ILLINOIS 60048

IMG4

01.09.2025

JOB NO. 24-0077

EXHIBIT D

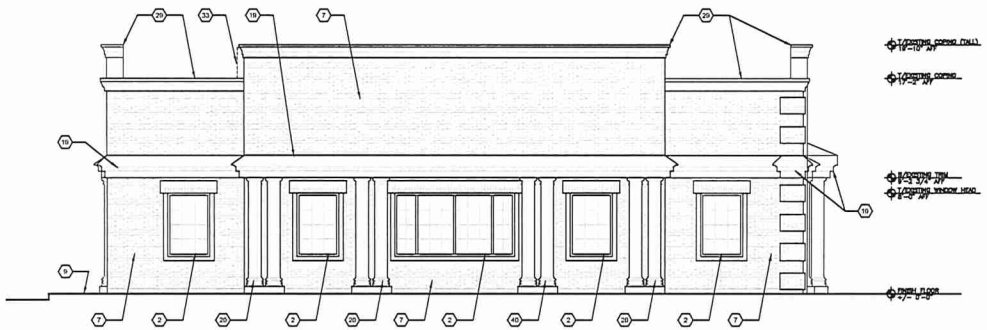
EXTERIOR ELEVATIONS

CONSTRUCTION KEY NOTES

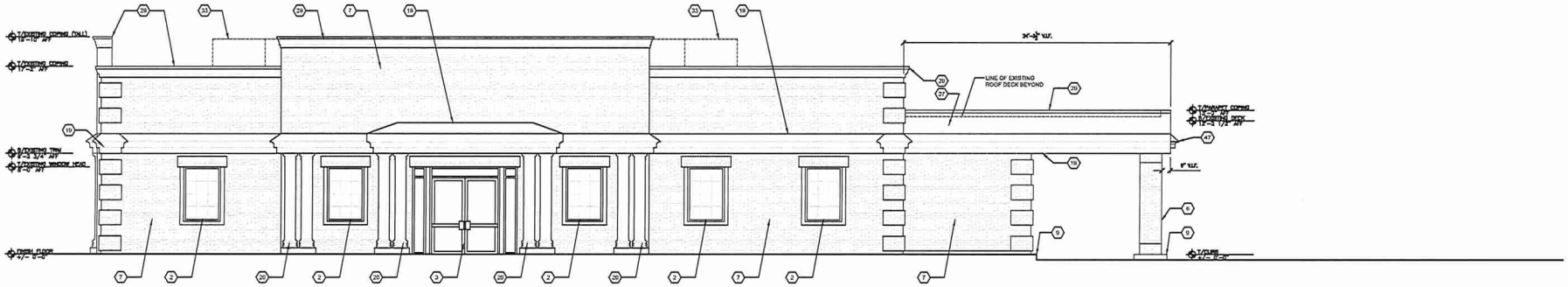
1. NOT USED.
2. EXISTING WINDOW, FRAME AND HARDWARE TO REMAIN.
3. EXISTING DOOR, FRAME AND HARDWARE TO REMAIN.
4. EXISTING TRASH ENCLOSURE TO REMAIN. PATCH AND REPAIR AS REQUIRED.
5. NOT USED.
6. EXISTING BUILDING STRUCTURAL COLUMN, CONCRETE FOUNDATION PIER, FOOTING, AND PERIMETER SLAB TO REMAIN.
7. EXISTING PERIMETER WALL AND STEEL SUPPORT STRUCTURE TO REMAIN. PATCH AND REPAIR AS REQUIRED.
8. EXISTING LANDSCAPING, COLUMN/TRELLIS TO REMAIN, SEE A0.1 FOR MORE INFORMATION.
9. EXISTING CURB/SIDEWALK TO REMAIN. PATCH AS REQUIRED TO MATCH ADJACENT. SEE A0.1 FOR MORE INFORMATION.
10. EXISTING SPRINKLER SYSTEM TO REMAIN.
11. NOT USED.
12. EXISTING GAS SERVICES/METER TO REMAIN.
13. EXISTING WATER SERVICES/METER TO REMAIN.
14. EXISTING TRANSFORMER TO REMAIN.
15. EXISTING WATER VALVE TO REMAIN.
16. EXISTING ELECTRICAL SERVICE/METER TO REMAIN.
17. EXISTING ELECTRICAL PANEL TO REMAIN.
18. EXISTING SPRINKLER RISER TO REMAIN.
19. EXISTING CORNICE/OVERHANG/PROJECTION TO REMAIN. PATCH AND REPAIR AS REQUIRED.
20. EXISTING DECORATIVE COLUMN TO REMAIN. PATCH AND REPAIR AS REQUIRED.
21. EXISTING CONCRETE PAD TO REMAIN.
22. NOT USED.
23. EXISTING AT&T UNDERGROUND CABLE TO REMAIN.
24. EXISTING FIRE ALARM CONTROL PANEL TO REMAIN.
25. EXISTING FIRE DEPARTMENT CONNECTION TO REMAIN.
26. EXISTING ROOFING SYSTEM TO REMAIN. PATCH AS NEEDED TO MATCH EXISTING.
27. EXISTING PARAPET WALL TO REMAIN. PATCH AND REPAIR AS REQUIRED.
28. EXISTING ROOF HATCH TO REMAIN. NO WORK.
29. EXISTING WALL COPING TO REMAIN.
30. EXISTING ROOF OVERFLOW TO REMAIN.
31. EXISTING ROOF DRAIN TO REMAIN.
32. EXISTING UNIVERSAL MECHANICAL CURB TO REMAIN. THE CURB TO BE USED FOR NEW ROOF TOP UNIT BY LL.
33. EXISTING MECHANICAL SCREEN TO REMAIN.
34. EXISTING SUSPENDED CEILING SYSTEM TO REMAIN INCLUDING ASSOCIATED CEILING FIXTURES.
35. EXISTING CEILING CONSTRUCTION, INCLUDING GYPSUM BOARD SOFFITS AND ASSOCIATED CEILING FIXTURES TO REMAIN.
36. EXISTING LIGHT FIXTURE TO REMAIN.
37. NOT USED.
38. NOT USED.
39. NEW EXTERIOR WALL INFILL TO MATCH EXISTING CONSTRUCTION AT REMOVED EXISTING BUILDING SEAL
40. NOT USED.
41. NOT USED.
42. NEW 7.5 TON OF HVAC ROOFTOP UNIT IN PLACE OF EXISTING BY LL.
43. NEW PREFABRICATED ALUMINUM COPING, PROVIDED & INSTALLED BY G.C. COLOR TO MATCH TRIM COLOR.
44. NEW PARAPET WALL, SEE DETAIL 3/A3.2.
45. REPORM CRICKET TO PROVIDE DRAINAGE DUE TO PARTIAL CANOPY DEMOLITION.
46. NOT USED.
47. NEW CORNICE/OVERHANG/PROJECTION TO MATCH EXISTING. SEE DETAIL 3/A3.2.
48. EXISTING BODY DRAIN TO REMAIN.
49. EXISTING DOWNSPOUT TO REMAIN.
50. NEW DRYWALL SOFFIT CONSTRUCTION TO MATCH EXISTING. SEE DETAIL 3/A3.2.
51. NEW ASPHALT PAVEMENT, DUE TO CONCRETE SLAB AND DRIVE-THROUGH CURBS REMOVAL. ASPHALT PAVEMENT TO MATCH EXISTING. SEE A0.1 FOR MORE INFORMATION.

GENERAL CONSTRUCTION NOTES

1. ALL GLAZED DOORS, AND ANY GLAZED PANEL MORE THAN 18" IN WIDTH IMMEDIATELY ADJACENT TO ANY DOOR WHERE THE SILL OF SUCH GLAZED PANEL IS LESS THAN 60" ABOVE THE FLOOR OR WALKING SURFACE SHALL BE CONSIDERED "HAZARDOUS LOCATIONS" AND SHALL BE GLAZED WITH SAFETY GLAZING MATERIALS.
2. ALL FINISH CARPENTRY TO BE EXTERIOR GRADE AND FIRE-RETARDANT TREATED IN ACCORDANCE WITH LOCAL CODES.
3. PARTITIONS ARE TO BE MARKED ON THE FLOOR FOR OWNER REP'S APPROVAL PRIOR TO INSTALLATION.
4. ALL DRYWALL JOINTS AND CORNERS TO BE TAPED, FILLED AND SANDED SMOOTH IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
5. THE CONTRACTOR SHALL REMOVE FROM TIME TO TIME AS DIRECTED, ALL RUBBISH AND DEBRIS AND UPON COMPLETION REMOVE ALL EQUIPMENT AND PERFORM FINAL CLEANING AS MAY BE NECESSARY TO LEAVE THE JOB READY FOR OCCUPANCY. G.C. SHALL DAILY REMOVE FROM THE SITE ALL COMBUSTIBLE BUILDING REFUSE INCLUDING BROKEN FORMS, SCRAP LUMBER, PAPER, ETC. ALL PACKING CASES, CRATES AND CARTONS IN WHICH CONSTRUCTION MATERIALS HAVE BEEN DELIVERED SHALL BE REMOVED IMMEDIATELY. THE BURNING OF REFUSE WILL NOT BE PERMITTED.
6. CONTRACTOR TO PROVIDE MIN. 18 GA. BACKING STUDS AND/OR CONTINUOUS 14 GA. WIDE BACKING PLATE IN WALLS AND CEILING AS SHOWN FOR SUPPORT/BLOCKING OF MILLWORK, EQUIPMENT, SHELVING, ETC.
7. DOORS USED IN CONNECTION WITH EXITS SHALL BE SO ARRANGED AS TO REMAIN UNOBSTRUCTED AND READILY OPERATIONAL WITHOUT THE USE OF A KEY OR ANY SPECIAL KNOWLEDGE FROM WHICH EGRESS IS MADE.
8. G.C. TO ENSURE THE FIRE SAFING MATERIAL ON STRUCTURAL MEMBERS ARE TO REMAIN INTACT AND UNALTERED DURING CONSTRUCTION. REPLACE AND REPAIR WITH EQUIVALENT FIRE SAFING MATERIAL IF DAMAGED DURING CONSTRUCTION.
9. WALLS TO BE FURRED OUT WITH GYPSUM BOARD WALLS WITHIN THE LEASED PREMISES. ALL WALLS TO BE PAINTED (1 COAT) AND FINISHED WITH (2 COATS).
10. PROVIDE PAINTED METAL BLOCKING PANELS IN WALLS AND CEILING AT CONCEALED ITEMS SUCH AS VALVES, SHOCK ABSORBERS, CONTROLS, SWITCHES, ETC. AND OTHERWISE PROVIDED.
11. GENERAL CONTRACTOR SHALL NOTIFY GOVERNMENTAL REQUIREMENTS PRIOR TO BID AND INCLUDE IN BID ALL COSTS ASSOCIATED WITH FIRE ALARM SYSTEM INCLUDING AUDIO/VISUAL DEVICES AND PULL STATIONS WHERE REQUIRED.
12. IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO COORDINATE, LOCATE AND CONFIRM ALL FLOOR SINK, UNDERGROUND/OVERHEAD PLUMBING AND ELECTRICAL STUB-UPS.
13. ALL FINISHES AND FINISH MATERIALS, COLOR OR TEXTURES SHALL BE VERIFIED BY OWNER PRIOR TO INSTALLATION, FABRICATION OR ORDERING.
14. THE GENERAL CONTRACTOR SHALL INCLUDE IN HIS BID THE HIGHEST QUALITY AND GREATEST QUANTITY FOR THE PURPOSE OF RESOLVING ANY CONFLICTS IN THE CONSTRUCTION DOCUMENTS WHICH ARE IMPLIED OR UNSTATED.
15. NOT USED
16. GENERAL CONTRACTOR TO CAULK AND SEAL ALL EXPANSION AND SAW CUT JOINTS AT ALL EXTERIOR/INTERIOR CONCRETE.
17. ALL ITEMS SUCH AS LIGHT SWITCHES, FIRE EXTINGUISHERS, FIRE ALARM PULLS AND OTHER ITEMS TO BE LOCATED AS CLOSE AS POSSIBLE TO THE ADJACENT DOOR FRAME.
18. NOT USED.
19. GENERAL CONTRACTOR WILL FURNISH AND INSTALL ONE (1) 5 LBS. MULTIPURPOSE DRY CHEMICAL (2A / 10BC) RATED FIRE EXTINGUISHER WITH MOUNTING BRACKETS AND ACCESSORIES AT 4'-0" A.F.F. AT EACH TENANT SPACE AS REQUIRED BY GOVERNMENTAL AUTHORITIES. MAX. TRAVEL DISTANCE OF 75'-0" FOR PLACEMENT.



2 EXTERIOR ELEVATION
A2.1 SCALE: 1/4" = 1'-0"



1 EXTERIOR ELEVATION
A2.1 SCALE: 1/4" = 1'-0"

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T 312.332.2262 | www.nwsarchitects.com | F 312.332.1894

CONSULTANTS

LANDLORD/ OWNER:

STERLING ORGANIZATION

302 DATURA STREET, SUITE 100
WEST PALM BEACH, FLORIDA 33401
C: 224.770.7788

LANDLORD WORK

RED TOP PLAZA
SPACE#1366

1366 S MILWAUKEE AVENUE
LIBERTYVILLE, ILLINOIS 60048

NO.	DESCRIPTION	DATE
4	DESIGN CORRECTIONS	2/21/2025
3	DESIGN CORRECTIONS	2/12/2025
2	PERMIT CORRECTIONS	1/09/2025
1	ISSUED FOR PERMIT	10/23/2024

SANJIV CHADHA
061-012041
REGISTERED ARCHITECT
EXP. 11/30/2024

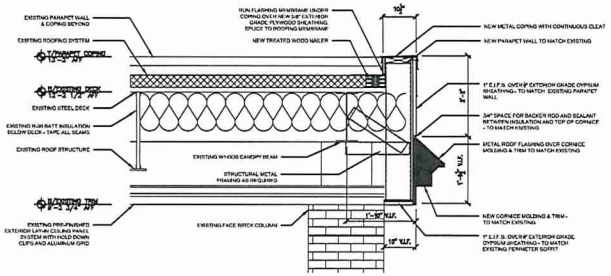
SHEET TITLE

EXTERIOR ELEVATIONS

SHEET NO.

A2.1

NWS JOB NO. 24-0077



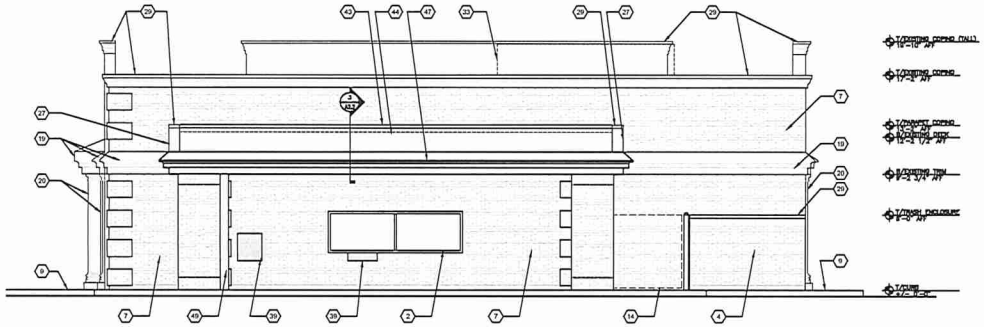
3 A2.2 DETAIL
SCALE: 3/4" = 1'-0"

CONSTRUCTION KEY NOTES

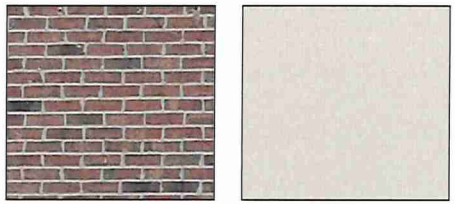
1. NOT USED.
2. EXISTING WINDOW, FRAME AND HARDWARE TO REMAIN.
3. EXISTING DOOR, FRAME AND HARDWARE TO REMAIN.
4. EXISTING TRASH ENCLOSURE TO REMAIN. PATCH AND REPAIR AS REQUIRED.
5. NOT USED.
6. EXISTING BUILDING STRUCTURAL COLUMN, CONCRETE FOUNDATION PIER, FOOTING, AND PERIMETER SLAB TO REMAIN.
7. EXISTING PERIMETER WALL AND STEEL SUPPORT STRUCTURE TO REMAIN. PATCH AND REPAIR AS REQUIRED.
8. EXISTING LANDSCAPING, COLUMN/TRELLIS TO REMAIN, SEE A0.1 FOR MORE INFORMATION.
9. EXISTING CURB/SIDEWALK TO REMAIN. PATCH AS REQUIRED TO MATCH ADJACENT. SEE A0.1 FOR MORE INFORMATION.
10. EXISTING SPRINKLER SYSTEM TO REMAIN.
11. NOT USED.
12. EXISTING GAS SERVICES/METER TO REMAIN.
13. EXISTING WATER SERVICES/METER TO REMAIN.
14. EXISTING TRANSFORMER TO REMAIN.
15. EXISTING WATER VALVE TO REMAIN.
16. EXISTING ELECTRICAL SERVICE/METER TO REMAIN.
17. EXISTING ELECTRICAL PANEL TO REMAIN.
18. EXISTING SPRINKLER RISER TO REMAIN.
19. EXISTING CORNICE/OVERHANG/PROJECTION TO REMAIN. PATCH AND REPAIR AS REQUIRED.
20. EXISTING DECORATIVE COLUMN TO REMAIN. PATCH AND REPAIR AS REQUIRED.
21. EXISTING CONCRETE PAD TO REMAIN.
22. NOT USED.
23. EXISTING AT&T UNDERGROUND CABLE TO REMAIN.
24. EXISTING FIRE ALARM CONTROL PANEL TO REMAIN.
25. EXISTING FIRE ALARM ANNUNCIATOR CONNECTION TO REMAIN.
26. EXISTING ROOFING SYSTEM TO REMAIN. PATCH AS NEEDED TO MATCH EXISTING.
27. EXISTING PARAPET WALL TO REMAIN. PATCH AND REPAIR AS REQUIRED.
28. EXISTING ROOF HATCH TO REMAIN. NO WORK.
29. EXISTING WALL COPING TO REMAIN.
30. EXISTING ROOF OVERFLOW TO REMAIN.
31. EXISTING ROOF DRAIN TO REMAIN.
32. EXISTING LANDSCAPE, MECHANICAL CURB TO REMAIN. THE CURB TO BE USED FOR NEW ROOF TOP UNIT BY LL.
33. EXISTING MECHANICAL SCREEN TO REMAIN.
34. EXISTING SUSPENDED CEILING SYSTEM TO REMAIN INCLUDING ASSOCIATED CEILING FIXTURES.
35. EXISTING CEILING CONSTRUCTION, INCLUDING GYPSUM BOARD SOFFITS AND ASSOCIATED CEILING FIXTURES TO REMAIN.
36. EXISTING LIGHT FIXTURE TO REMAIN.
37. NOT USED.
38. NOT USED.
39. NEW EXTERIOR WALL INFILL TO MATCH EXISTING CONSTRUCTION AT REMOVED EXISTING BUILDING ITEM.
40. NOT USED.
41. NOT USED.
42. NEW 7.5 TON OF HVAC ROOFTOP UNIT IN PLACE OF EXISTING BY LL.
43. NEW PREFABRICATED ALUMINUM COPING. PROVIDED & INSTALLED BY G.C. COLOR TO MATCH TRIM COLOR.
44. NEW PARAPET WALL. SEE DETAIL 3/A2.2.
45. REWORK CRICKET TO PROVIDE DRAINAGE DUE TO PARTIAL CANOPY DEMOLITION.
46. NOT USED.
47. NEW CORNICE/OVERHANG/PROJECTION TO MATCH EXISTING. SEE DETAIL 3/A2.2.
48. EXISTING ROOF DRAIN TO REMAIN.
49. EXISTING DOWNSPOUT TO REMAIN.
50. NEW DRYWALL SOFFIT CONSTRUCTION TO MATCH EXISTING. SEE DETAIL 3/A2.2.
51. NEW ASPHALT PAVEMENT DUE TO CONCRETE SLAB AND DRIVE-THROUGH CURBS REMOVAL. ASPHALT PAVEMENT TO MATCH EXISTING. SEE A0.1 FOR MORE INFORMATION.

GENERAL CONSTRUCTION NOTES

1. ALL GLAZED DOORS, AND ANY GLAZED PANEL MORE THAN 18" IN WIDTH IMMEDIATELY ADJACENT TO ANY DOOR WHEREIN THE SILL OF SUCH GLAZED PANEL IS LESS THAN 24" ABOVE THE FLOOR SHALL BE CONSIDERED "HAZARDOUS LOCATIONS" AND SHALL BE GLAZED WITH SAFETY GLAZING MATERIALS.
2. ALL ROUGH CARPENTRY TO BE EXTERIOR GRADE AND FIRE-RETARDANT TREATED IN ACCORDANCE WITH LOCAL CODES.
3. PARTITIONS ARE TO BE MARKED ON THE FLOOR FOR OWNER REP'S APPROVAL PRIOR TO INSTALLATION.
4. ALL DRYWALL JOINTS AND CORNERS TO BE TAPED, FILLED AND SANDED SMOOTH IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
5. THE CONTRACTOR SHALL REMOVE FROM TIME TO TIME AS DIRECTED, ALL RUBBISH AND DEBRIS AND UPON COMPLETION REMOVE ALL EQUIPMENT AND PROTECTION FINAL CLEANING OF THE PREMISES SHALL BE PERFORMED BY THE CONTRACTOR AND SHALL ONLY REMOVE FROM THE SITE ALL COMBUSTIBLE BUILDING REFUSE INCLUDING BROKEN FORMS, SCRAP LUMBER, PAPER, ETC. ALL PACKING CASES, CRATES AND CARTONS IN WHICH CONSTRUCTION MATERIALS HAVE BEEN DELIVERED SHALL BE REMOVED IMMEDIATELY. THE BURNING OF REFUSE WILL NOT BE PERMITTED.
6. CONTRACTOR TO PROVIDE MIN. 18 GA. BACKING STUDS AND/OR CONTINUOUS 14 GA. WIDE BACKING PLATE IN WALLS AND CEILING AS SHOWN FOR SUPPORT/BLOCKING OF MILLWORK, EQUIPMENT, SHELVING, ETC.
7. DOORS USED IN CONNECTION WITH EXITS SHALL BE SO ARRANGED AS TO REMAIN UNOBSTRUCTED AND READILY OPERATIONAL WITHOUT THE USE OF A KEY OR ANY SPECIAL KNOWLEDGE FROM WHICH EGRESS IS MADE.
8. G.C. TO ENSURE THE FIRE SAFING MATERIAL ON STRUCTURAL MEMBERS ARE TO REMAIN INTACT AND UNALTERED DURING CONSTRUCTION. REPLACE AND REPAIR WITH EQUIVALENT FIRE SAFING MATERIAL IF DAMAGED DURING CONSTRUCTION.
9. G.C. SHALL PROVE ALL GYPSUM BOARD WALLS WITHIN THE LEASED PREMISES. ALL WALLS TO BE PRIMED (1 COAT). VERIFY WITH LL.
10. PROVIDE PAINTED METAL ACCESS PANELS IN WALLS AND CEILING AT CONCEALED ITEMS SUCH AS VALVES, SHOCK ABSORBERS, CONTROLS, SWITCHES, ETC. AND OTHERWISE PROVIDED.
11. GENERAL CONTRACTOR SHALL VERIFY ENVIRONMENTAL REQUIREMENTS PRIOR TO BID SUBMITTAL. CONTRACTOR SHALL COST ASSOCIATED WITH FIRE ALARM SYSTEM INCLUDING AUDIO/VISUAL DEVICES AND PULL STATIONS WHERE REQUIRED.
12. IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO COORDINATE, LOCATE AND CONFIRM ALL FLOOR SINK, UNDERGROUND/OVERHEAD PLUMBING AND ELECTRICAL STUB-UPS.
13. ALL FINISHES AND FINISH MATERIALS, COLOR OR TEXTURES SHALL BE VERIFIED BY OWNER PRIOR TO INSTALLATION, FABRICATION OR ORDERING.
14. THE GENERAL CONTRACTOR SHALL INCLUDE IN HIS BID THE HIGHEST QUALITY AND GREATEST QUANTITY FOR THE PURPOSE OF RESOLVING ANY CONFLICTS IN THE CONSTRUCTION DOCUMENTS WHICH ARE IMPLIED OR UNDEFINED.
15. NOT USED
16. GENERAL CONTRACTOR TO CAULK AND SEAL ALL EXPANSION AND SAW CUT JOINTS AT ALL EXTERIOR/INTERIOR CONCRETE.
17. ALL ITEMS SUCH AS LIGHT SWITCHES, FIRE EXTINGUISHERS, FIRE ALARM PULLS AND OTHER ITEMS TO BE LOCATED AS CLOSE AS POSSIBLE TO THE ADJACENT DOOR FRAME.
18. NOT USED.
19. GENERAL CONTRACTOR WILL FURNISH AND INSTALL ONE (1) 5 LBS. MULTIPURPOSE DRY CHEMICAL (2A / 10BC) RATED FIRE EXTINGUISHER WITH MOUNTING BRACKETS AND ACCESSORIES AT 4'-0" A.F.F. AT EACH TENANT SPACE AS REQUIRED BY GOVERNMENTAL AUTHORITIES. MAX. TRAVEL DISTANCE OF 75'-0" FOR PLACEMENT.



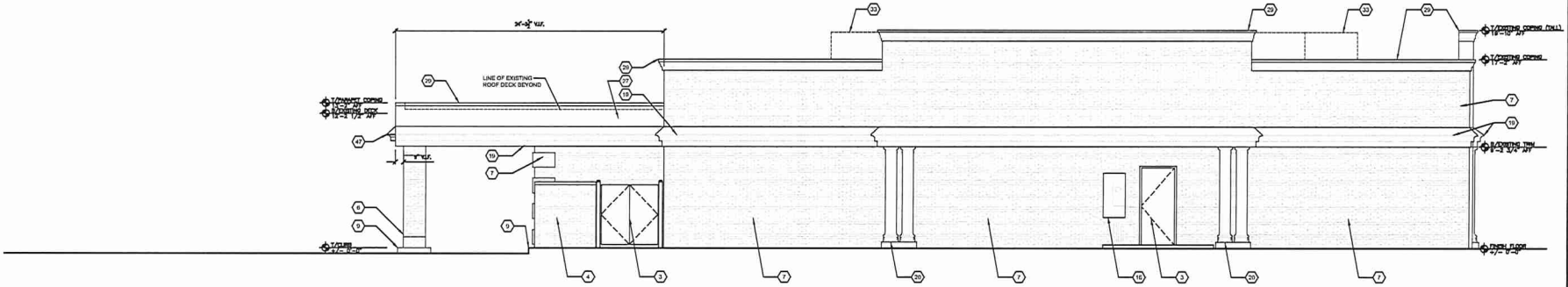
2 A2.2 EXTERIOR ELEVATION
SCALE: 1/4" = 1'-0"



EXISTING BRICK WALL

EXISTING BEIGE EIFS WALL FINISH

4 A2.2 MATERIAL SCHEME
SCALE: NTS



1 A2.2 EXTERIOR ELEVATION
SCALE: 1/4" = 1'-0"

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WEST PALM BEACH, FLORIDA 33401
C: 224.770.7788

LANDLORD WORK

RED TOP PLAZA
SPACE#1366

1366 S MILWAUKEE AVENUE
LIBERTYVILLE, ILLINOIS 60048

NO.	DESCRIPTION	DATE
4	DESIGN CORRECTIONS	2/21/2025
3	DESIGN CORRECTIONS	2/12/2025
2	PERMIT CORRECTIONS	1/09/2025
1	ISSUED FOR PERMIT	10/23/2024

SANJIV CHADHA
STATE OF ILLINOIS
001-012041
REGISTERED ARCHITECT
EXPI. 11/30/2026

SHEET TITLE

EXTERIOR ELEVATIONS

SHEET NO.

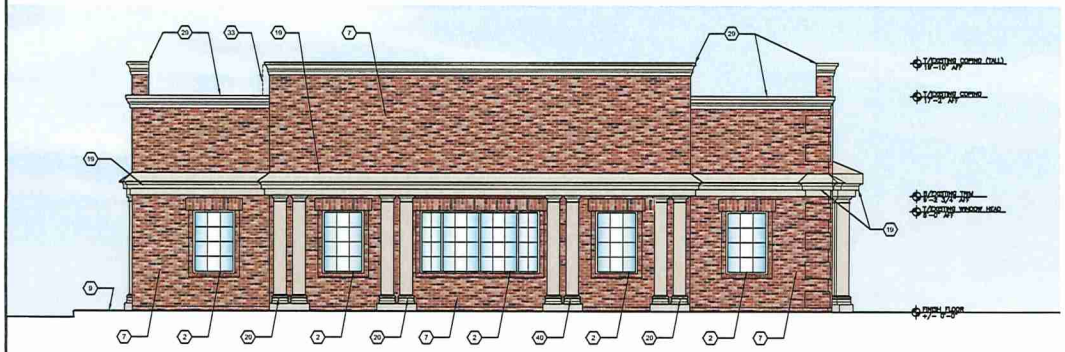
A2.2

NWS JOB NO. 24-0077

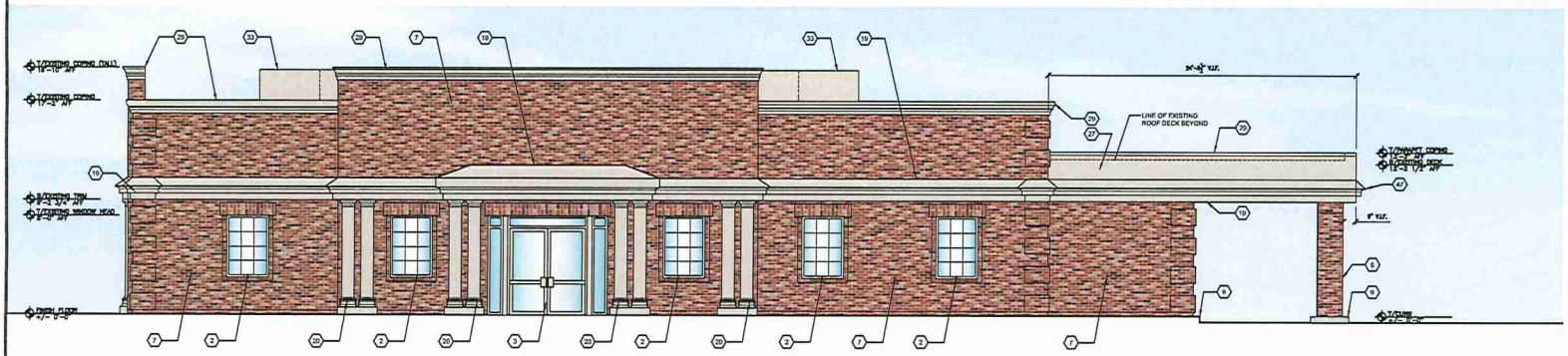
3 / A2.3 EXISTING EXTERIOR ELEVATION
SCALE: 1/4" = 1'-0"

4 / A2.3 MODIFIED EXTERIOR ELEVATION
SCALE: 1/4" = 1'-0"

5 / A2.3 MODIFIED FRONT EXTERIOR ELEVATION
SCALE: 1/4" = 1'-0"



2 / A2.3 EXTERIOR COLOR ELEVATION
SCALE: 1/4" = 1'-0"



1 / A2.3 EXTERIOR COLOR ELEVATION
SCALE: 1/4" = 1'-0"

CONSTRUCTION KEY NOTES

1. NOT USED.
2. EXISTING WINDOW, FRAME AND HARDWARE TO REMAIN.
3. EXISTING DOOR, FRAME AND HARDWARE TO REMAIN.
4. EXISTING TRASH ENCLOSURE TO REMAIN. PATCH AND REPAIR AS REQUIRED.
5. NOT USED.
6. EXISTING BUILDING STRUCTURAL COLUMN, CONCRETE FOUNDATION PIER, FOOTING, AND PERIMETER SLAB TO REMAIN.
7. EXISTING MASONRY WALL AND STEEL SUPPORT STRUCTURE TO REMAIN. PATCH AND REPAIR AS REQUIRED.
8. EXISTING LANDSCAPING, COLUMN/TRELLIS TO REMAIN, SEE A0.1 FOR MORE INFORMATION.
9. EXISTING CURB/SIDEWALK TO REMAIN. PATCH AS REQUIRED TO MATCH ADJACENT. SEE A0.1 FOR MORE INFORMATION.
10. EXISTING SPRINKLER SYSTEM TO REMAIN.
11. NOT USED.
12. EXISTING GAS SERVICES/METER TO REMAIN.
13. EXISTING WATER SERVICES/METER TO REMAIN.
14. EXISTING TRANSFORMER TO REMAIN.
15. EXISTING WATER VALVE TO REMAIN.
16. EXISTING ELECTRICAL SERVICE/METER TO REMAIN.
17. EXISTING ELECTRICAL PANEL TO REMAIN.
18. EXISTING SPRINKLER RISER TO REMAIN.
19. EXISTING CORNICE/OVERHANG/PROJECTION TO REMAIN. PATCH AND REPAIR AS REQUIRED.
20. EXISTING DECORATIVE COLUMN TO REMAIN. PATCH AND REPAIR AS REQUIRED.
21. EXISTING CONCRETE PAD TO REMAIN.
22. NOT USED.
23. EXISTING AT&T UNDERGROUND CABLE TO REMAIN.
24. EXISTING FIRE ALARM CONTROL PANEL TO REMAIN.
25. EXISTING FIRE DEPARTMENT CONNECTION TO REMAIN.
26. EXISTING ROOFING SYSTEM TO REMAIN. PATCH AS NEEDED TO MATCH EXISTING.
27. EXISTING PARAPET WALL TO REMAIN. PATCH AND REPAIR AS REQUIRED.
28. EXISTING WALL COPING TO REMAIN. NO WORK.
29. EXISTING WALL COPING TO REMAIN.
30. EXISTING ROOF OVERFLOW TO REMAIN.
31. EXISTING ROOF DRAIN TO REMAIN.
32. EXISTING UNIVERSAL MECHANICAL CURB TO REMAIN. THE CURB TO BE USED FOR NEW ROOF TOP UNIT BY LL.
33. EXISTING MECHANICAL SCREEN TO REMAIN.
34. EXISTING SUSPENDED CEILING SYSTEM TO REMAIN INCLUDING ASSOCIATED CEILING FIXTURES.
35. EXISTING CEILING CONSTRUCTION, INCLUDING GYPSUM BOARD SOFFITS AND ASSOCIATED CEILING FIXTURES TO REMAIN.
36. EXISTING LIGHT FIXTURE TO REMAIN.
37. NOT USED.
38. NOT USED.
39. NEW EXTERIOR WALL INFILL TO MATCH EXISTING CONSTRUCTION AT REMOVED EXISTING BUILDING ITEM.
40. NOT USED.
41. NOT USED.
42. NEW 7.5 TON OF HVAC ROOFTOP UNIT IN PLACE OF EXISTING BY LL.
43. NEW PREFABRICATED ALUMINUM COPING. PROVIDED & INSTALLED BY G.C. COLOR TO MATCH TRIM COLOR.
44. NEW PARAPET WALL. SEE DETAIL 3/A2.2.
45. REWORK CRICKET TO PROVIDE DRAINAGE DUE TO PARTIAL CANOPY DEMOLITION.
46. NOT USED.
47. NEW CORNICE/OVERHANG/PROJECTION TO MATCH EXISTING. SEE DETAIL 3/A2.2.
48. EXISTING ROOF DRAIN TO REMAIN.
49. EXISTING DOWNSPOUT TO REMAIN.
50. NEW DRYWALL SOFFIT CONSTRUCTION TO MATCH EXISTING. SEE DETAIL 3/A2.2.
51. NEW ASPHALT PAVEMENT DUE TO CONCRETE SLAB AND DRIVE-THROUGH CURBS REMOVAL. ASPHALT PAVEMENT TO MATCH EXISTING. SEE A0.1 FOR MORE INFORMATION.

MATERIAL SWATCHES

EXISTING BRICK WALL

EXISTING BEIGE EIFS WALL FINISH

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SANTIV CHADHA
001-012041
REGISTERED ARCHITECT
EXPIRATION DATE: 11/30/2024

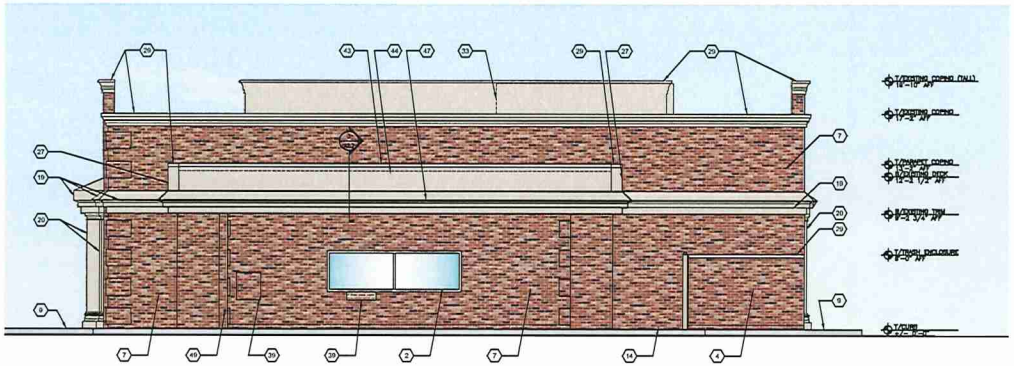
SHEET TITLE

EXTERIOR COLOR ELEVATIONS

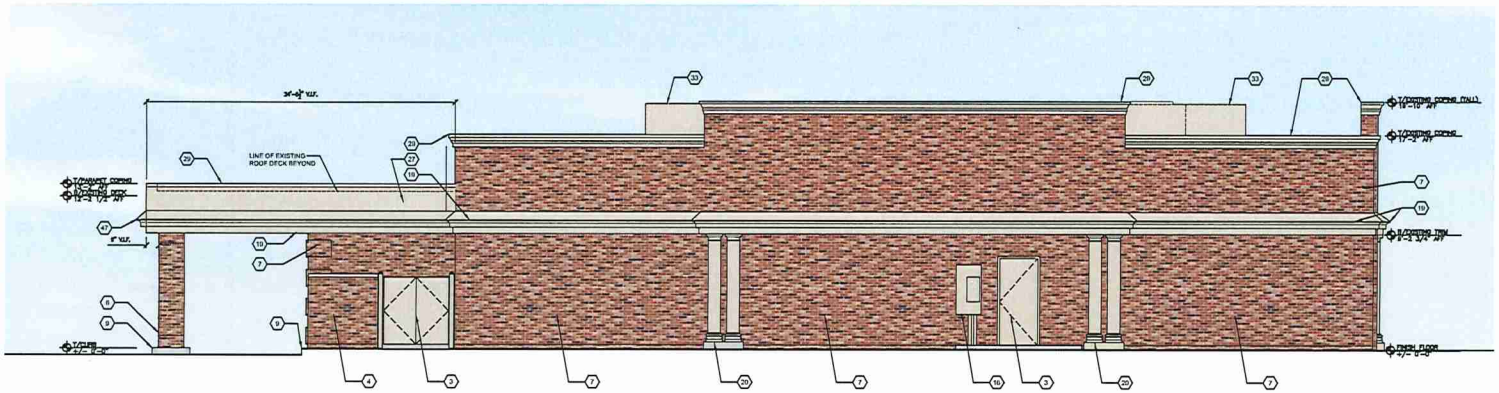
SHEET NO.

A2.3

NWS JOB NO. 24-0077



EXTERIOR
COLOR ELEVATION
2 / A2.4 SCALE: 1/4" = 1'-0"



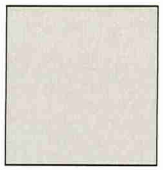
EXTERIOR
COLOR ELEVATION
2 / A2.4 SCALE: 1/4" = 1'-0"

CONSTRUCTION KEY NOTES

1. NOT USED.
2. EXISTING WINDOW, FRAME AND HARDWARE TO REMAIN.
3. EXISTING DOOR, FRAME AND HARDWARE TO REMAIN.
4. EXISTING TRASH ENCLOSURE TO REMAIN. PATCH AND REPAIR AS REQUIRED.
5. NOT USED.
6. EXISTING BUILDING STRUCTURAL COLUMN, CONCRETE FOUNDATION PIER, FOOTING, AND PERIMETER SLAB TO REMAIN.
7. EXISTING PERIMETER WALL AND STEEL SUPPORT STRUCTURE TO REMAIN. PATCH AND REPAIR AS REQUIRED.
8. EXISTING LANDSCAPING, COLUMN/TRELLIS TO REMAIN, SEE A0.1 FOR MORE INFORMATION.
9. EXISTING CURB/SIDEWALK TO REMAIN. PATCH AS REQUIRED TO MATCH ADJACENT, SEE A0.1 FOR MORE INFORMATION.
10. EXISTING SPRINKLER SYSTEM TO REMAIN.
11. NOT USED.
12. EXISTING GAS SERVICES/METER TO REMAIN.
13. EXISTING WATER SERVICES/METER TO REMAIN.
14. EXISTING TRANSFORMER TO REMAIN.
15. EXISTING WATER VALVE TO REMAIN.
16. EXISTING ELECTRICAL SERVICE/METER TO REMAIN.
17. EXISTING ELECTRICAL PANEL TO REMAIN.
18. EXISTING SPRINKLER RISER TO REMAIN.
19. EXISTING CORNICE/OVERHANG/PROJECTION TO REMAIN. PATCH AND REPAIR AS REQUIRED.
20. EXISTING DECORATIVE COLUMN TO REMAIN. PATCH AND REPAIR AS REQUIRED.
21. EXISTING CONCRETE PAD TO REMAIN.
22. NOT USED.
23. EXISTING AT&T UNDERGROUND CABLE TO REMAIN.
24. EXISTING FIRE ALARM CONTROL PANEL TO REMAIN.
25. EXISTING FIRE DEPARTMENT CONNECTION TO REMAIN.
26. EXISTING ROOFING SYSTEM TO REMAIN. PATCH AS NEEDED TO MATCH EXISTING.
27. EXISTING PARAPET WALL TO REMAIN. PATCH AND REPAIR AS REQUIRED.
28. EXISTING ROOF HATCH TO REMAIN. NO WORK.
29. EXISTING WALL COPING TO REMAIN.
30. EXISTING ROOF OVERFLOW TO REMAIN.
31. EXISTING ROOF DRAIN TO REMAIN.
32. EXISTING UNIVERSAL MECHANICAL CURB TO REMAIN. THE CURB TO BE USED FOR NEW ROOF TOP UNIT BY LL.
33. EXISTING MECHANICAL SCREEN TO REMAIN.
34. EXISTING SUSPENDED CEILING SYSTEM TO REMAIN INCLUDING ASSOCIATED CEILING FIXTURES.
35. EXISTING CEILING CONSTRUCTION, INCLUDING GYPSUM BOARD SOFFITS AND SUSPENDED CEILING FIXTURES TO REMAIN.
36. EXISTING LIGHT FIXTURE TO REMAIN.
37. NOT USED.
38. NOT USED.
39. NEW EXTERIOR WALL INFILL TO MATCH EXISTING CONSTRUCTION AT REMOVED EXISTING BUILDING ITEM.
40. NOT USED.
41. NOT USED.
42. NEW 7.5 TON DF HVAC ROOFTOP UNIT IN PLACE OF EXISTING BY LL.
43. NEW PREFABRICATED ALUMINUM COPING. PROVIDED & INSTALLED BY G.C. COLOR TO MATCH TRIM COLOR.
44. NEW PARAPET WALL. SEE DETAIL 3/A2.2.
45. REMOVE CRICKET TO PROVIDE DRAINAGE DUE TO PARTIAL CANOPY DEMOLITION.
46. NOT USED.
47. NEW CORNICE/OVERHANG/PROJECTION TO MATCH EXISTING. SEE DETAIL 3/A2.2.
48. EXISTING ROOF DRAIN TO REMAIN.
49. EXISTING DOWNSPOUT TO REMAIN.
50. NEW DRYWALL SOFFIT CONSTRUCTION TO MATCH EXISTING. SEE DETAIL 3/A2.2.
51. NEW ASPHALT PAVEMENT DUE TO CONCRETE SLAB AND DRIVE-THROUGH CURBS REMOVAL. ASPHALT PAVEMENT TO MATCH EXISTING. SEE A0.1 FOR MORE INFORMATION.

MATERIAL SWATCHES

EXISTING BRICK WALL



EXISTING BEIGE EIFS WALL FINISH

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LANDLORD WORK

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SANJIV CHADHA
001-012041
STATE OF ILLINOIS
REGISTERED ARCHITECT
EXP: 11/30/2024

SHEET TITLE

EXTERIOR COLOR ELEVATIONS

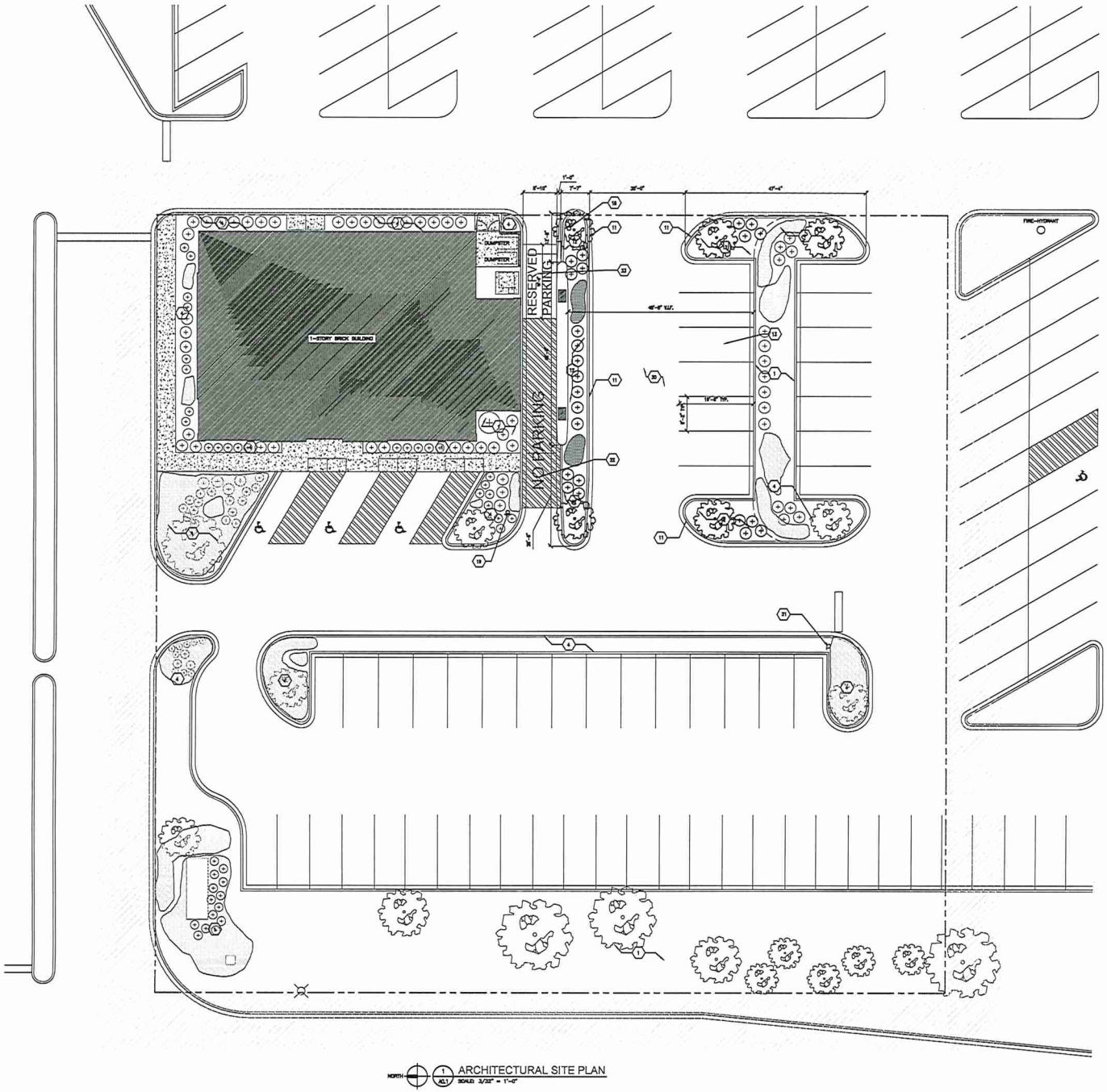
SHEET NO.

A2.4

NWS JOB NO. 24-0077

EXHIBIT E

ARCHITECTURAL SITE PLAN



NORTH ① ARCHITECTURAL SITE PLAN
A0.1 SCALE: 3/32" = 1'-0"

GENERAL NOTES

1. ACCESSIBLE PARKING STALLS SHALL BE 18 FEET WIDE WHICH INCLUDES EITHER 5 FOOT OR 8 FOOT WIDE AISLE. THE ACCESSIBLE PARKING AISLE STRIPS SHALL BE PAINTED YELLOW. [2018 IAC 502.2 & 502.3.3]
2. ACCESSIBLE PARKING SIGNS SHALL BE LOCATED NO MORE THAN 5 FEET FROM THE FRONT OF THE PARKING STALL AND A MINIMUM OF 3 FEET TO A MAXIMUM OF 9 FEET FROM FINISHED GRADE TO BOTTOM OF R7-8 SIGN. SIGNS SHALL BE AN R7-8 TYPE WITH A 12X30 FIVE INCH BELOW. SIGNS SHALL BE CENTERED ON THE PARKING STALL. [2018 IAC 502.6]
3. THE ACCESSIBLE AISLE AND PARKING STALL SHALL HAVE A MINIMUM 1:48 (2%) SURFACE SLOPE. [2018 IAC 502.4]
4. PER STATE OF ILLINOIS LAW, BEFORE DIGGING, CALL JULIE (811 OR 1-800-892-0123) FOR LOCATION OF PUBLIC AND PRIVATE UTILITIES AT WORK SITE. 48 HOURS NOTICE IS REQUIRED.
5. THE CONTRACTOR IS RESPONSIBLE FOR THE PROPER TRAFFIC CONTROL AND SAFE PROTECTION OF THE WORK SITE AT ALL TIMES. CONSTRUCTION STAGING OR STORAGE IN ANY PUBLIC RIGHT-OF-WAY IS PROHIBITED.
6. ALL WORK SHALL BE IN ACCORDANCE WITH THE APPROVED DRAWINGS AND DOCUMENTS. FINISHED WORK SHALL MAINTAIN THE EXISTING GROUND ELEVATIONS AND DRAINAGE PATTERNS. ANY EXCESS SPOILS OR MATERIALS SHALL BE REMOVED FROM THE SITE.
7. NO WORK WITHIN THE PUBLIC RIGHT-OF-WAY (ROW) IS AUTHORIZED UNDER THIS PERMIT. THE CONTRACTOR SHALL OBTAIN PURVIEW AUTHORIZATION PRIOR TO BEGINNING ANY WORK THAT IS NOT INDICATED ON THE APPROVED DOCUMENTS.
8. DOWNSPOUTS – NO DOWNSPOUT EXTENSIONS ARE PROPOSED OR AUTHORIZED. ALL ROOF DOWNSPOUTS SHALL DISCHARGE ON GRADE IN THE FRONT, REAR, OR CORNER SIDE YARD DIRECTION AS DEFINED BY THE LIBERTYVILLE ZONING CODE WITH A MAXIMUM EXTENSION OF 5' FROM THE STRUCTURE AND NO CLOSER THAN 2' FROM ANY PROPERTY LINE. ANY MODIFICATIONS SHALL BE APPROVED BY THE VILLAGE ENGINEER. (LMC 30.3-106)
9. SOIL EROSION AND SEDIMENT CONTROL (SE/SC) –THE APPLICANT / CONTRACTOR SHALL PROVIDE ANY APPROPRIATE SE/SC MEASURES AS NECESSARY DURING THE WORK (I.E. INLET PROTECTION) AND SHALL PROMPTLY ADDRESS ANY SE/SC ISSUES. ANY AREA(S) OF DISTURBANCE SHALL BE RESTORED AND PERMANENTLY STABILIZED (I.E. SEED GROWTH OR SOD).
10. NO ADDITION OF IMPERVIOUS SURFACE AREA ON THIS PROPERTY IS AUTHORIZED BY THIS PERMIT. BASED ON THE PROPOSED PLANS, THE PROJECT WILL NOT CHANGE THE IMPERVIOUS SURFACE AREA TOTAL ON THIS PROPERTY. THEREFORE, STORMWATER DETENTION IS NOT REQUIRED IN ACCORDANCE WITH THE VILLAGE'S APPENDIX P STORMWATER MANAGEMENT REGULATIONS. COMPLETE APPENDIX P INFORMATION IS AVAILABLE ON THE VILLAGE WEBSITE.
11. ENGINEERING DIVISION INSPECTIONS REQUIRED – CONTRACTOR SHALL CALL (847) 918-2020 OR (847) 918-2100, 24 HOURS IN ADVANCE OF WORK TO ARRANGE THE REQUIRED ENGINEERING DIVISION INSPECTIONS. A FINAL INSPECTION IS REQUIRED.
12. PROVIDE A TEMPORARY SURFACE IRRIGATION SYSTEM AND REMOVE ONE YEAR AFTER INSTALLATION OR AS SOON AS PLANTS ARE FULLY ESTABLISHED.
13. ALL LANDSCAPING TO MEET VILLAGE OF LIBERTYVILLE CODE OR ORDINANCES AND TENANT'S REQUIREMENTS.
14. TRASH ENCLOSURE TO MEET VILLAGE OF LIBERTYVILLE CODE OF ORDINANCES.
15. ARCHITECTURAL SITE PLAN IS PROVIDED FOR REFERENCE ONLY.

① ARCHITECTURAL SITE PLAN KEY NOTES

1. EXISTING CONCRETE CURB.
2. EXISTING CONCRETE SIDEWALK
3. EXISTING ASPHALT PAVEMENT.
4. EXISTING LANDSCAPING AREA.
5. EXISTING YELLOW PAINT STRIPING.
6. EXISTING ACCESSIBLE RAMP.
7. EXISTING ACCESSIBLE PARKING SIGNAGE.
8. EXISTING CONCRETE SLAB.
9. EXISTING TRASH ENCLOSURE.
10. EXISTING MONUMENTAL SIGN.
11. PROPOSED CONCRETE CURB. CURB CONSTRUCTION TO MATCH EXISTING.
12. PROPOSED LANDSCAPING AREA AS REQUIRED BY LOCAL ZONING CODE. PROPOSED LANDSCAPE AREA TO BE MORE THAN 10% OF THE PROPOSED PARKING AREA.
13. PROPOSED ASPHALT PAVEMENT DUE TO CONCRETE SLAB AND DRIVE-THROUGH CURBS REMOVAL. ASPHALT PAVEMENT TO MATCH EXISTING.
14. PROPOSED SHADE TREE. TREE TO HAVE A MINIMUM TRUNK SIZE OF 3 INCH IN DIAMETER AND PLANT NO CLOSER THAN 20 FEET FROM ANY OTHER SHADE TREE.
15. PROPOSED YELLOW PAINT STRIPING. STRIPING TO MATCH EXISTING STYLE.
16. EXISTING CONCRETE PAD TO REMAIN.
17. EXISTING ACCESSIBLE PARKING SPACE AND AISLE TO REMAIN.
18. NEW RESERVED PARKING SIGN.
19. NEW "DO NOT ENTER" SIGN.
20. NEW PARKING AREA TO BE PLACED TO PREVENT PONDING OF STORMWATER.
21. REMOVE EXISTING "NO RIGHT TURN" SIGN.
22. NEW "NO PARKING" STRIPING.
23. NEW RESERVED PARKING AREA.

PARKING & LANDSCAPING REQUIREMENTS

TOTAL PARKING SPACES: 54 SPACES
NEW PARKING SPACES: 7 SPACES
EXISTING PARKING SPACES: 47 SPACES

FOR 51 TO 75 PARKING SPACES,
REQUIRED ACCESSIBLE PARKING SPACES: 3 SPACES
PROVIDED ACCESSIBLE PARKING SPACES: 3 SPACES

TOTAL NEW PARKING AREA: 2,721 SF

PARKING LOT INTERIOR LANDSCAPING REQUIREMENTS:
1) INTERIOR LANDSCAPING SHALL CONSTITUTE AT LEAST 10% OF THE NEW AREA OF THE PARKING LOT = 2,721 SF X 10% = 273 SF.
2) INTERIOR LANDSCAPING SHALL CONSIST OF TREE PLANTING ISLANDS WITH A MINIMUM AREA OF 171 SF AND A MINIMUM WIDTH OF 9 FT, MEASURED FROM BACK OF CURB TO BACK OF CURB.
3) ALL TREES SHALL HAVE A MINIMUM TRUNK SIZE OF 3 INCHES IN DIAMETER (MEASURED 6 INCHES ABOVE GRADE) IN TREE PLANTING ISLANDS. HOWEVER, AT NO TIME SHALL A SHADE TREE TO BE PLANTED CLOSER THAN 20 FT TO ANY OTHER SHADE TREE. THE REMAINING AREA OF SUCH ISLANDS SHALL CONSIST OF GROUNDCOVER OR DECORATIVE PAVING MATERIAL.

PROVIDE NEW INTERIOR LANDSCAPING AREA: 273 SF
PROVIDED NUMBER OF SHADE TREE: 2 TREES

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EXP: 11/30/2024

SHEET TITLE

ARCHITECTURAL SITE PLAN

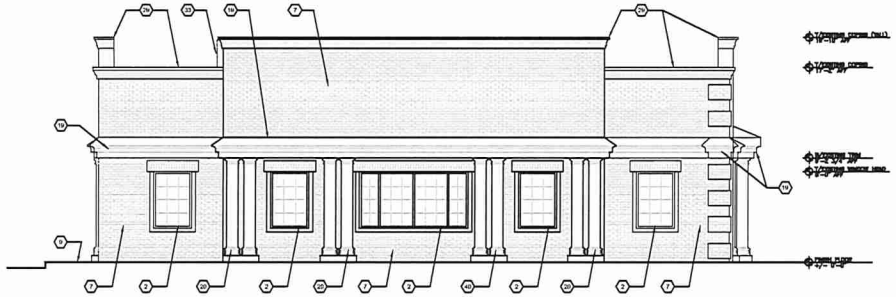
SHEET NO.

A0.1

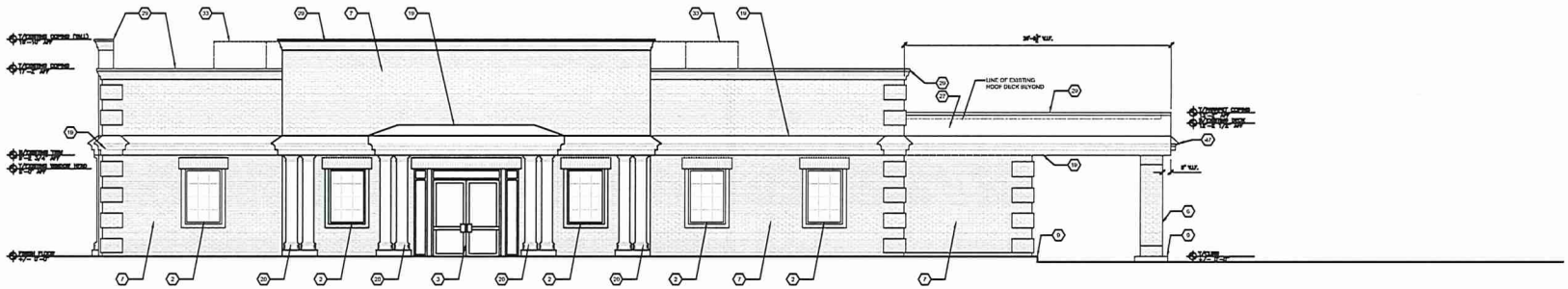
NWS JOB NO. 24-0077

EXHIBIT F

EXTERIOR PLANS



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



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

CONSTRUCTION KEY NOTES

1. NOT USED.
2. EXISTING WINDOW, FRAME AND HARDWARE TO REMAIN.
3. EXISTING DOOR, FRAME AND HARDWARE TO REMAIN.
4. EXISTING TRASH ENCLOSURE TO REMAIN. PATCH AND REPAIR AS REQUIRED.
5. NOT USED.
6. EXISTING BUILDING STRUCTURAL COLUMN, CONCRETE FOUNDATION PIER, FOOTING, AND PERIMETER SLAB TO REMAIN.
7. EXISTING STEEL CANOPY AND STEEL SUPPORT STRUCTURE TO REMAIN. PATCH AND REPAIR AS REQUIRED.
8. EXISTING LANDSCAPING, COLUMN/TRELLIS TO REMAIN, SEE A0.1 FOR MORE INFORMATION.
9. EXISTING CURB/SIDEWALK TO REMAIN. PATCH AS REQUIRED TO MATCH ADJACENT. SEE A0.1 FOR MORE INFORMATION.
10. EXISTING SPRINKLER SYSTEM TO REMAIN.
11. NOT USED.
12. EXISTING GAS SERVICES/METER TO REMAIN.
13. EXISTING WATER SERVICES/METER TO REMAIN.
14. EXISTING TRANSFORMER TO REMAIN.
15. EXISTING WATER VALVE TO REMAIN.
16. EXISTING ELECTRICAL SERVICE/METER TO REMAIN.
17. EXISTING ELECTRICAL PANEL TO REMAIN.
18. EXISTING SPRINKLER RISER TO REMAIN.
19. EXISTING DORMER/OVERHANG/PROJECTION TO REMAIN. PATCH AND REPAIR AS REQUIRED.
20. EXISTING DECORATIVE COLUMN TO REMAIN. PATCH AND REPAIR AS REQUIRED.
21. EXISTING CONCRETE PAD TO REMAIN.
22. NOT USED.
23. EXISTING AT&T UNDERGROUND CABLE TO REMAIN.
24. EXISTING FIRE ALARM CONTROL PANEL TO REMAIN.
25. EXISTING FIRE DEPARTMENT CONNECTION TO REMAIN.
26. EXISTING PARKING STRIPING TO REMAIN. PATCH AS NEEDED TO MATCH EXISTING.
27. EXISTING ROOF DRAIN TO REMAIN. PATCH AND REPAIR AS REQUIRED.
28. EXISTING ROOF HATCH TO REMAIN, NO WORK.
29. EXISTING WALL COPING TO REMAIN.
30. EXISTING ROOF EXHAUST FAN TO REMAIN.
31. EXISTING ROOF DRAIN TO REMAIN.
32. EXISTING CONCRETE CURB/RADIAL CURB TO REMAIN. THE CURB TO BE USED FOR NEW ROOF TOP UNIT BY LL.
33. EXISTING MECHANICAL SCREEN TO REMAIN.
34. EXISTING SUSPENDED CEILING SYSTEM TO REMAIN INCLUDING ASSOCIATED CEILING FIXTURES.
35. EXISTING CEILING CONSTRUCTION, INCLUDING GYPSUM BOARD SOFFITS AND ASSOCIATED CEILING FIXTURES TO REMAIN.
36. EXISTING LIGHT FIXTURE TO REMAIN.
37. NOT USED.
38. NOT USED.
39. NEW EXTERIOR WALL INFILL TO MATCH EXISTING CONSTRUCTION AT REMOVED EXISTING BUILDING ITEM.
40. NOT USED.
41. NOT USED.
42. NEW SECTION OF HVAC ROOFTOP UNIT IN PLACE OF EXISTING BY LL.
43. NEW PREFINISHED ALUMINUM COPING. PROVIDED & INSTALLED BY G.C. COLOR TO MATCH TRIM COLOR.
44. NEW PARAPET WALL. SEE DETAIL 2/A2.2.
45. REWORK CRICKET TO PROVIDE DRAINAGE DUE TO PARTIAL CANOPY DEMOLITION.
46. NOT USED.
47. NEW CORNICE/OVERHANG/PROJECTION TO MATCH EXISTING. SEE DETAIL 3/A2.2.
48. EXISTING ROOF DRAIN TO REMAIN.
49. EXISTING ROOFTOP TO REMAIN.
50. NEW DRYWALL SOFFIT CONSTRUCTION TO MATCH EXISTING. SEE DETAIL 3/A2.2.
51. NEW ASPHALT PAVEMENT DUE TO CONCRETE SLAB AND DRIVE-THROUGH CURBS REMOVAL. ASPHALT PAVEMENT TO MATCH EXISTING. SEE A0.1 FOR MORE INFORMATION.

GENERAL CONSTRUCTION NOTES

1. ALL GLAZED DOORS, AND ANY GLAZED PANEL MORE THAN 18" IN WIDTH IMMEDIATELY ADJACENT TO ANY DOOR WHEREIN THE BALL OF EACH GLAZED PANEL IS LESS THAN 24" ABOVE THE FLOOR SHALL BE CONSIDERED "HAZARDOUS LOCATIONS" AND SHALL BE OF SAFETY GLASS OR APPROVED EQUAL.
2. ALL ROOFS COMPLIANT TO BE EXTERIOR GRADE AND FIRE-RETARDANT TREATED IN ACCORDANCE WITH LOCAL CODES.
3. PARTITIONS ARE TO BE MARKED ON THE FLOOR FOR OWNER REP'S APPROVAL PRIOR TO INSTALLATION.
4. ALL DRYWALL JOINTS AND CORNERS TO BE TAPED, FILLED AND SANDED SMOOTH IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
5. THE CONTRACTOR SHALL REMOVE FROM THE SITE, AS DIRECTED, ALL RUBBISH AND DEBRIS AND UPON COMPLETION REMOVE ALL EQUIPMENT AND PERFORM FINAL CLEANING AS MAY BE NECESSARY TO LEAVE THE JOB READY FOR OCCUPANCY. G.C. SHALL DAILY REMOVE FROM THE SITE ALL COMBUSTIBLE BUILDING REFUSE INCLUDING BROKEN ITEMS, SCRAP LUMBER, PAPER, ETC. ALL PACKING CRATES, CRATES AND SHIPPING MATERIALS SHALL BE REMOVED FROM THE BUILDING WHEN DELIVERED SHALL BE STORED IN A SAFE AND SECURE MANNER UNTIL USED.
6. CONTRACTOR TO PROVIDE MIN. 18 GA. BACKING STUDS AND/OR CONTINUOUS 14 GA. MISC BACKING PLATE IN WALLS AND CEILING AS SHOWN FOR SUPPORT/BLOCKING OF MILLWORK, EQUIPMENT, SHELVING, ETC.
7. DOORS USED IN CONNECTION WITH EXITS SHALL BE SO ARRANGED AS TO REMAIN UNOBSTRUCTED AND READILY OPERATIONAL WITHOUT THE USE OF A KEY OR ANY SPECIAL KNOWLEDGE FROM WHICH EGRESS IS MADE.
8. G.C. TO ENSURE THE FIRE RATING MATERIAL OR STRUCTURAL MEMBERS ARE TO CONTINUE THROUGH ALL CEILINGS, WALLS AND FLOORS AND ARE TO REPAIR WITH EQUIVALENT FIRE RATING MATERIAL IF DAMAGED DURING CONSTRUCTION.
9. G.C. SHALL PRIME ALL GYPSUM BOARD WALLS WITHIN THE LEASED PREMISES. ALL WALLS TO BE PRIMED (1 COAT), VERIFY WITH LL.
10. PROVIDE PAINTED METAL ACCESS PANELS IN WALLS AND CEILING AT CONCEALED ITEMS SUCH AS VALVES, SHOCK ABSORBERS, CONTROLS, SWITCHES, ETC. AND OTHERWISE APPROVED.
11. THE GENERAL CONTRACTOR SHALL VERIFY DEPARTMENTAL REQUIREMENTS PRIOR TO BID AND INCLUDE IN BID ALL COSTS ASSOCIATED WITH FIRE ALARM SYSTEM INCLUDING AUDIO/VISUAL DEVICES AND PULL STATIONS WHERE REQUIRED.
12. IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO COORDINATE, LOCATE AND CONFIRM ALL FLOOR SINK, UNDERGROUND/OVERHEAD PLUMBING AND ELECTRICAL STUB-UPS.
13. ALL FINISHES AND FINISH MATERIALS, COLOR OR TEXTURES SHALL BE VERIFIED BY LL'S INTERIOR DESIGNER PRIOR TO ORDERING AND INSTALLATION.
14. THE GENERAL CONTRACTOR SHALL INCLUDE IN HIS BID THE HIGHEST QUALITY AND GREATEST QUANTITY FOR THE PURPOSE OF RESOLVING ANY CONFLICTS IN THE CONSTRUCTION DOCUMENTS WHICH ARE IMPLIED OR UNSTATED.
15. NOT USED
16. GENERAL CONTRACTOR TO CAULK AND SEAL ALL EXPANSION AND SAW CUT JOINTS AT ALL EXTERIOR/INTERIOR CONCRETE.
17. ALL ITEMS SUCH AS LIGHT SWITCHES, FIRE EXTINGUISHERS, FIRE ALARM PULLS AND OTHER ITEMS TO BE LOCATED AS CLOSE AS POSSIBLE TO THE ADJACENT DOOR STRIKE.
18. NOT USED.
19. GENERAL CONTRACTOR WILL FURNISH AND INSTALL ONE (1) 5 LBS. MULTIPURPOSE DRY CHEMICAL (3A / 10BC) RATED FIRE EXTINGUISHER WITH MOUNTING BRACKETS AND ACCESSORIES AT 4'-0" A.F.F. AT EACH TENANT SPACE AS REQUIRED BY GOVERNMENTAL AUTHORITIES. MAX. TRAVEL DISTANCE OF 75'-0" FOR PLACEMENT.

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LANDLORD WORK

RED TOP PLAZA
SPACE#1366

1366 S MILWAUKEE AVENUE
LIBERTYVILLE, ILLINOIS 60048

NO.	DESCRIPTION	DATE
4	DESIGN CORRECTIONS	2/21/2025
3	DESIGN CORRECTIONS	2/12/2025
2	PERMIT CORRECTIONS	1/09/2025
1	ISSUED FOR PERMIT	10/23/2024

SANJIV CHADHA
001-012041
11/30/2024

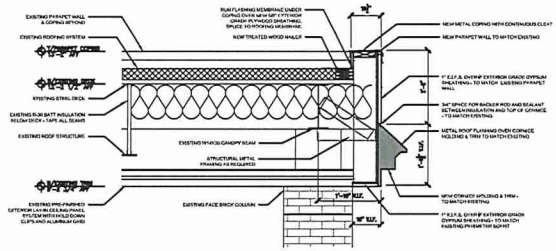
SHEET TITLE

EXTERIOR ELEVATIONS

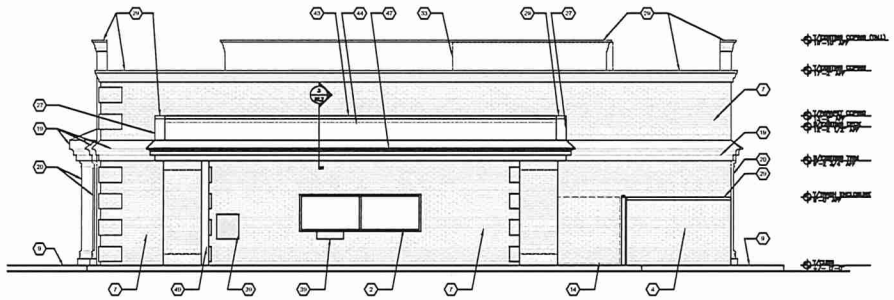
SHEET NO.

A2.1

NWS JOB NO. 24-0077



3 DETAIL
A2.2 SCALE: 3/4" = 1'-0"



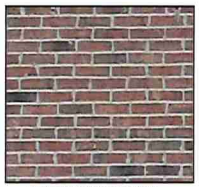
2 EXTERIOR ELEVATION
A2.2 SCALE: 1/4" = 1'-0"

CONSTRUCTION KEY NOTES

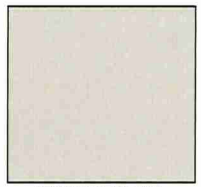
1. NOT USED.
2. EXISTING WINDOW, FRAME AND HARDWARE TO REMAIN.
3. EXISTING DOOR, FRAME AND HARDWARE TO REMAIN.
4. EXISTING TENANT ENCLOSURE TO REMAIN, PATCH AND REPAIR AS REQUIRED.
5. NOT USED.
6. EXISTING BUILDING STRUCTURAL COLUMN, CONCRETE FOUNDATION PIER, FOOTING, AND PERIMETER SLAB TO REMAIN.
7. EXISTING PERIMETER WALL AND STEEL SUPPORT STRUCTURE TO REMAIN. PATCH AND REPAIR AS REQUIRED.
8. EXISTING LANDSCAPING, COLUMN/TRELLIS TO REMAIN, SEE A0.1 FOR MORE INFORMATION.
9. EXISTING CURB/SIDEWALK TO REMAIN. PATCH AS REQUIRED TO MATCH ADJACENT. SEE A0.1 FOR MORE INFORMATION.
10. EXISTING SPRINKLER SYSTEM TO REMAIN.
11. NOT USED.
12. EXISTING GAS SERVICES/METER TO REMAIN.
13. EXISTING WATER SERVICES/METER TO REMAIN.
14. EXISTING TRANSFORMER TO REMAIN.
15. EXISTING WATER VALVE TO REMAIN.
16. EXISTING ELECTRICAL PANEL TO REMAIN.
17. EXISTING SPRINKLER RISER TO REMAIN.
18. EXISTING SPRINKLER PIPES TO REMAIN.
19. EXISTING CORNICE/OVERHANG/PROJECTION TO REMAIN. PATCH AND REPAIR AS REQUIRED.
20. EXISTING DECORATIVE COLUMN TO REMAIN. PATCH AND REPAIR AS REQUIRED.
21. EXISTING CONCRETE PAD TO REMAIN.
22. NOT USED.
23. EXISTING ASTM UNDERGROUND GABLE TO REMAIN.
24. EXISTING FIRE ALARM CONTROL PANEL TO REMAIN.
25. EXISTING FIRE DEPARTMENT CONNECTION TO REMAIN.
26. EXISTING ROOFING SYSTEM TO REMAIN. PATCH AS NEEDED TO MATCH EXISTING.
27. EXISTING PARAPET WALL TO REMAIN. PATCH AND REPAIR AS REQUIRED.
28. EXISTING ROOF HATCH TO REMAIN. NO WORK.
29. EXISTING ROOF DRAIN TO REMAIN.
30. EXISTING ROOF OVERFLOW TO REMAIN.
31. EXISTING ROOF DRAIN TO REMAIN.
32. EXISTING LANDSCAPING, MECHANICAL CURB TO REMAIN. THE CURB TO BE USED FOR NEW ROOF TOP UNIT BY LL.
33. EXISTING MECHANICAL SCREEN TO REMAIN.
34. EXISTING SUSPENDED CEILING SYSTEM TO REMAIN INCLUDING ASSOCIATED CEILING GRID.
35. EXISTING CEILING CONSTRUCTION, INCLUDING GYPSUM BOARD SOFFITS AND ASSOCIATED CEILING FIXTURES TO REMAIN.
36. EXISTING LIGHT FIXTURE TO REMAIN.
37. NOT USED.
38. NOT USED.
39. NEW EXTERIOR WALL INFILL TO MATCH EXISTING CONSTRUCTION AT REMOVED EXISTING BUILDING ITEM.
40. NOT USED.
41. NOT USED.
42. NEW 7.5 TON DP HVAC ROOFTOP UNIT IN PLACE OF EXISTING BY LL.
43. NEW PREFABRICATED ALUMINUM COPING, PROVIDED & INSTALLED BY G.C. COLOR TO MATCH TRIM COLOR.
44. NEW PARAPET WALL, SIZE DETAIL 3/A2.2.
45. NEW CONDUIT TO PROVIDE DRAINAGE DUE TO PARTIAL CANOPY DEMOLITION.
46. NOT USED.
47. NEW CORNICE/OVERHANG/PROJECTION TO MATCH EXISTING. SEE DETAIL 3/A2.2.
48. EXISTING ROOF DRAIN TO REMAIN.
49. EXISTING DOWNSPOUT TO REMAIN.
50. NEW DRYWALL SOFFIT CONSTRUCTION TO MATCH EXISTING. SEE DETAIL 3/A2.2.
51. NEW ASPHALT PAVEMENT DUE TO CONCRETE SLAB AND DRIVE-THROUGH CURBS REMOVAL. ASPHALT PAVEMENT TO MATCH EXISTING, SEE A0.1 FOR MORE INFORMATION.

GENERAL CONSTRUCTION NOTES

1. ALL GLAZED DOORS, AND ANY GLAZED PANEL MORE THAN 18" IN WIDTH IMMEDIATELY ADJACENT TO ANY DOOR WHEREIN THE BALL OF SUCH GLAZED PANEL IS LESS THAN 24" ABOVE THE FLOOR SHALL BE CONSIDERED "HAZARDOUS LOCATIONS" AND SHALL BE GLAZED WITH SAFETY GLAZING MATERIALS.
2. ALL ROUGH CARPENTRY TO BE EXTERIOR GRADE AND FIRE-RETARDANT TREATED IN ACCORDANCE WITH CODE.
3. PARTITIONS ARE TO BE MARKED ON THE FLOOR FOR OWNER REP'S APPROVAL PRIOR TO INSTALLATION.
4. ALL DRYWALL JOINTS AND CORNERS TO BE TAPED, FILLED AND SANDED SMOOTH IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
5. THE CONTRACTOR SHALL REMOVE FROM TIME TO TIME AS DIRECTED, ALL RUBBISH AND DEBRIS AND UPON COMPLETION REMOVE ALL EQUIPMENT AND SURPLUS PARTS, AND LEAVE THE PREMISES IN A CLEAN CONDITION. ALL DEBRIS, INCLUDING G.C. SHALL ONLY REMOVE FROM THE SITE ALL CONSTRUCTION & BUILDING RUBBISH, RAILS, BROKEN FORMS, SCRAP LUMBER, PAPER, ETC. ALL PACKING CASES, CRATES AND CARTONS IN WHICH CONSTRUCTION MATERIALS HAVE BEEN DELIVERED SHALL BE REMOVED IMMEDIATELY. THE BURNING OF REFUSE WILL NOT BE PERMITTED.
6. CONTRACTOR TO PROVIDE MIN. 18 GA. BACKING STUDS AND/OR CONTINUOUS 14 GA. WIDE BACKING PLATE IN WALLS AND CEILING AS SHOWN FOR SUPPORT/BLOCKING OF MILLWORK, EQUIPMENT, SHELVING, ETC.
7. DOORS USED IN CONNECTION WITH EXITS SHALL BE SO ARRANGED AS TO REMAIN READILY OPERABLE FROM THE INSIDE WITHOUT THE USE OF A KEY OR ANY SPECIAL KNOWLEDGE FROM WHICH EGRESS IS MADE.
8. G.C. TO ENSURE THE FIRE RATING MATERIAL ON STRUCTURAL MEMBERS ARE TO REMAIN INTACT AND UNALTERED DURING CONSTRUCTION. REPLACE AND REPAIR WITH EQUIVALENT FIRE RATING MATERIAL IF DAMAGED DURING CONSTRUCTION.
9. G.C. SHALL PRIME ALL GYPSUM BOARD WALLS WITHIN THE LEASED PREMISES. ALL WALLS TO BE PRIMED (1 COAT), VERIFY WITH LL.
10. PAINT ALL EXPOSED STRUCTURE, DUCTWORK, WALLS AND CEILING AT CONCEALED ITEMS SUCH AS VALVES, SHOCK ABSORBERS, CONTROLS, SWITCHES, ETC. AND OTHERWISE PROVIDED.
11. GENERAL CONTRACTOR SHALL VERIFY DIMENSIONS, REQUIREMENTS PRIOR TO BID AND INCLUDE IN BID ALL COSTS ASSOCIATED WITH FIRE ALARM SYSTEM INCLUDING ALLOWANCE, DEVICES AND PULL STATIONS WHERE REQUIRED.
12. IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO COORDINATE LOCATE AND PROTECT ALL FLOOR SAW, UNDERGROUND/OVERHEAD PLUMBING AND ELECTRICAL CONDUITS.
13. ALL FINISHES AND FINISH MATERIALS, COLOR OR TEXTURES SHALL BE VERIFIED BY OWNER PRIOR TO INSTALLATION, FABRICATION OR ORDERING.
14. THE GENERAL CONTRACTOR SHALL INCLUDE IN HIS BID THE HIGHEST QUALITY AND GREATEST QUANTITY FOR THE PURPOSE OF RESOLVING ANY CONFLICTS IN THE CONSTRUCTION DOCUMENTS WHICH ARE IMPLIED OR UNDEFINED.
15. NOT USED.
16. GENERAL CONTRACTOR TO CAULK AND SEAL ALL EXPANSION AND SAW CUT JOINTS AT ALL EXTERIOR/INTERIOR CONCRETE.
17. ALL ITEMS SUCH AS LIGHT SWITCHES, FIRE EXTINGUISHERS, FIRE ALARM PULLS AND OTHER ITEMS TO BE LOCATED AS CLOSE AS POSSIBLE TO THE ADJACENT DOOR FRAME.
18. NOT USED.
19. GENERAL CONTRACTOR WILL FURNISH AND INSTALL ONE (1) 5 LBS. MULTIPURPOSE DRY CHEMICAL (A-B-C RATED) RATED FIRE EXTINGUISHER WITH MOUNTING BRACKETS AND ACCESSORIES AT 4'-0" A.F.F. AT EACH TENANT SPACE AS REQUIRED BY GOVERNMENTAL AUTHORITIES, MAX. TRAVEL DISTANCE OF 75'-0" FOR PLACEMENT.

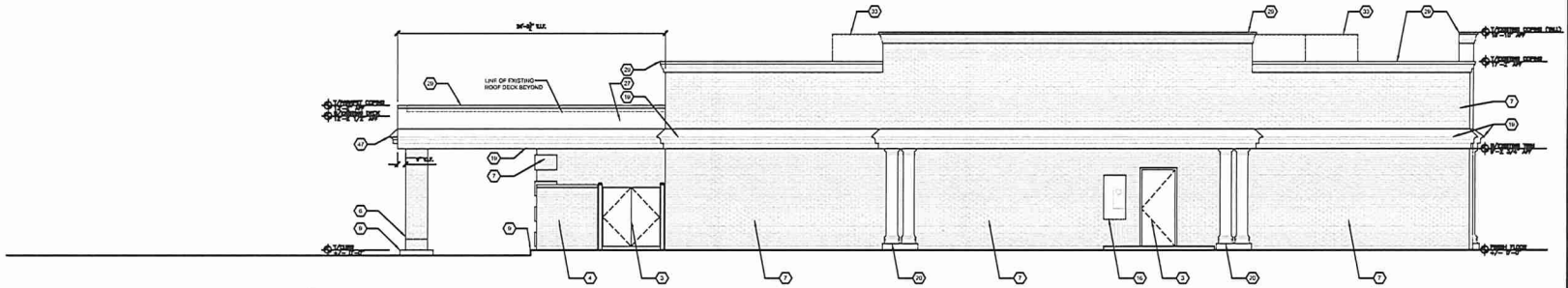


EXISTING BRICK WALL



EXISTING BEIGE EIFS WALL FINISH

4 MATERIAL SCHEME
A2.2 SCALE: NTS



1 EXTERIOR ELEVATION
A2.2 SCALE: 1/4" = 1'-0"

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LANDLORD WORK

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SPACE#1366

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LIBERTYVILLE, ILLINOIS 60048

NO.	DESCRIPTION	DATE
4	DESIGN CORRECTIONS	2/21/2025
3	DESIGN CORRECTIONS	2/12/2025
2	PERMIT CORRECTIONS	1/09/2025
1	ISSUED FOR PERMIT	10/23/2024

SANJIV CHADHA
061-012041
STATE OF ILLINOIS
REGISTERED ARCHITECT
EXP: 11/30/2026

SHEET TITLE

EXTERIOR ELEVATIONS

SHEET NO.

A2.2

NWS JOB NO. 24-0077

EXHIBIT G

DEMOLITION PLANS

DEMOLITION ROOF SYMBOLS

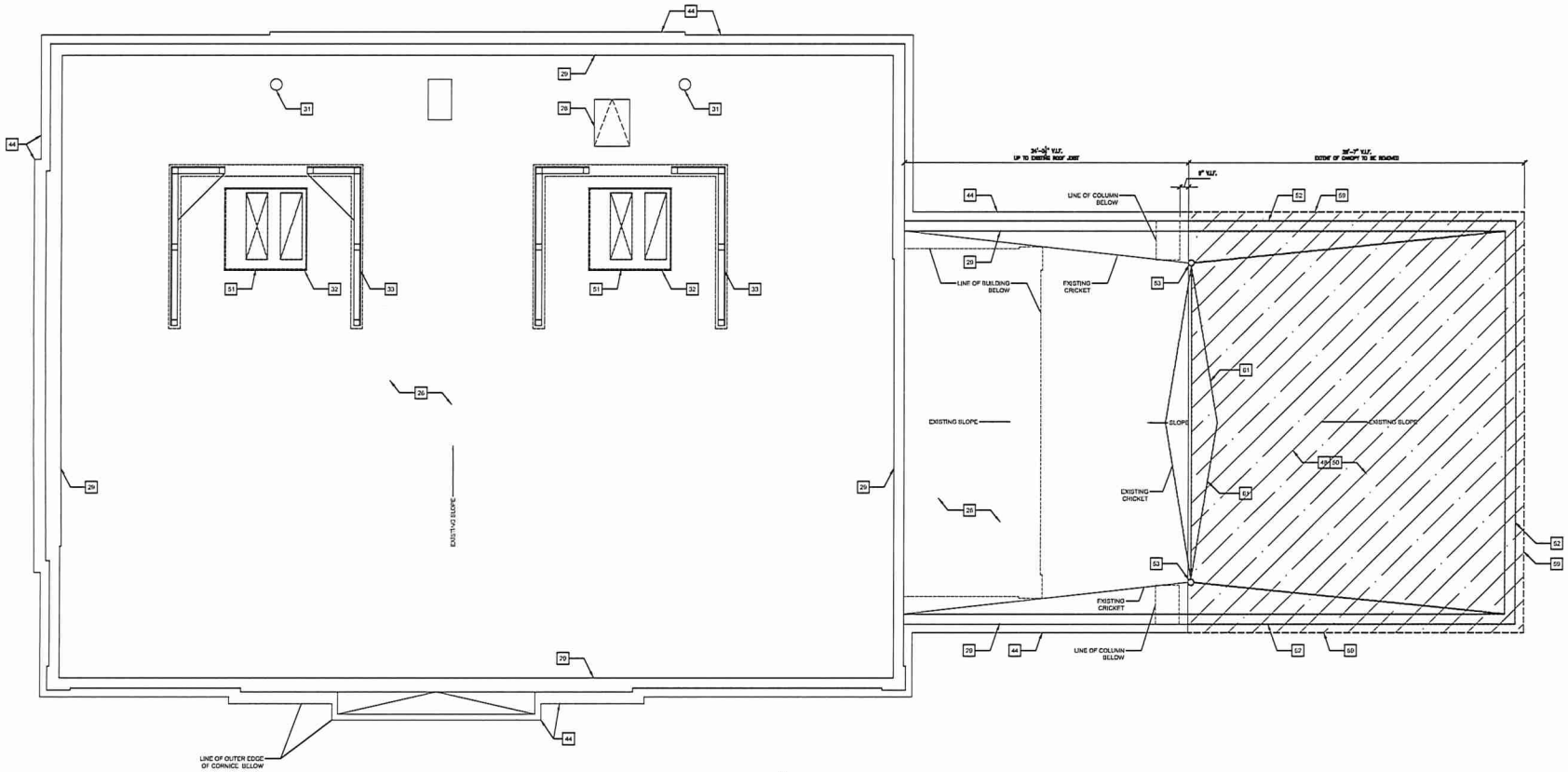
- EXISTING ROOFTOP EQUIPMENT TO REMAIN.
- EXISTING ROOFTOP EQUIPMENT TO BE REMOVED.
- EXISTING CONSTRUCTION TO BE REMOVED.
- AREA OF ROOF TO BE REMOVED.
- NO NEW WORK THIS AREA.

DEMOLITION KEYNOTES

1. NOT USED.
2. EXISTING WINDOW, FRAME AND HARDWARE TO REMAIN. PATCH AND REPAIR AS REQUIRED.
3. EXISTING DOOR, FRAME AND HARDWARE TO REMAIN. PATCH AND REPAIR AS REQUIRED.
4. EXISTING TRASH ENCLOSURE TO REMAIN.
5. NOT USED.
6. EXISTING BUILDING STRUCTURAL COLUMN, CONCRETE FOUNDATION PIER, FOOTING, AND PERIMETER SLAB TO REMAIN.
7. EXISTING PERIMETER WALL AND STEEL SUPPORT STRUCTURE TO REMAIN. PATCH AND REPAIR AS REQUIRED.
8. NOT USED.
9. EXISTING CURB/SIDEWALK TO REMAIN. PATCH AS REQUIRED TO MATCH ADJACENT.
10. NOT USED.
11. NOT USED.
12. EXISTING GAS SERVICES/METER TO REMAIN.
13. EXISTING WATER SERVICES/METER TO REMAIN.
14. EXISTING TRANSFORMER TO REMAIN.
15. NOT USED.
16. EXISTING ELECTRICAL SERVICE/METER TO REMAIN.
17. NOT USED.
18. NOT USED.
19. NOT USED.
20. NOT USED.
21. EXISTING CONCRETE PAD TO REMAIN.
22. NOT USED.
23. NOT USED.
24. NOT USED.
25. EXISTING FIRE DEPARTMENT CONNECTION TO REMAIN.
26. EXISTING ROOFING SYSTEM TO REMAIN. PATCH AS NEEDED TO MATCH EXISTING.
27. EXISTING OVERHANG/CANOPY TO REMAIN.
28. EXISTING ROOF HATCH TO REMAIN. NO WORK.
29. EXISTING WALL COPING TO REMAIN.
30. NOT USED.
31. EXISTING ROOF DRAIN TO REMAIN.
32. EXISTING UNIVERSAL MECHANICAL CURB TO REMAIN.
33. EXISTING MECHANICAL SCREEN TO REMAIN.
34. NOT USED.
35. EXISTING CEILING CONSTRUCTION TO REMAIN.
36. EXISTING LIGHT FIXTURE TO REMAIN.
37. NOT USED.
38. NOT USED.
39. NOT USED.
40. REMOVE EXISTING BANKING EQUIPMENT.
41. NOT USED.
42. REMOVE EXISTING NIGHT DEPOSIT BOX.
43. NOT USED.
44. EXISTING CORNICE/OVERHANG/PROJECTION TO REMAIN. PATCH AND REPAIR AS REQUIRED.
45. EXISTING DECORATIVE COLUMN TO REMAIN. PATCH AND REPAIR AS REQUIRED.
46. REMOVE EXISTING CONCRETE SLAB, COMPACTED STONE BASE, AND EXCAVATE EXISTING SOILS AS REQUIRED FOR NEW ASPHALT PAVING.
47. REMOVE EXISTING DOOR.
48. REMOVE PORTION OF EXISTING CANOPY AND COLUMN.
49. REMOVE EXISTING BOLLARD AND DRIVE-THRU ATM SYSTEM.
50. REMOVE PART OF EXISTING CANOPY'S ROOFING SYSTEM. SEE GENERAL DEMOLITION NOTE #3.
51. REMOVE EXISTING ROOFTOP UNIT FOR INSTALLATION OF NEW (BY LL). CAP AND SEAL UNDERDECK. CURB OPENING AS NECESSARY.
52. REMOVE PART OF EXISTING WALL COPING AND PARAPET BLOCKING.
53. EXISTING ROOF DRAIN TO BE REMOVED AND RELOCATED.
54. REMOVE EXISTING SUSPENDED CEILING SYSTEM INCLUDING ASSOCIATED CEILING FIXTURES.
55. REMOVE EXISTING CEILING CONSTRUCTION, INCLUDING GYPSUM BOARD SOFFITS AND ASSOCIATED CEILING FIXTURES.
56. REMOVE EXISTING LIGHT FIXTURES IN THIS AREA. BALANCE OF REMAINING LIGHT FIXTURES TO REMAIN ACTIVE.
57. NOT USED.
58. REMOVE EXISTING SIGNAGE.
59. REMOVE PART OF EXISTING CORNICE/OVERHANG/PROJECTION. SEE GENERAL DEMOLITION NOTE #3. SEE EXTERIOR ELEVATIONS FOR ADDITIONAL INFORMATION.
60. EXISTING DOWNSPOUT TO REMAIN.
61. EXISTING CRICKET TO BE REWORKED TO PROVIDE DRAINAGE.

GENERAL DEMOLITION NOTES

1. THE DEMOLITION DRAWINGS ARE SCOPE DOCUMENTS AND MAY NOT NECESSARILY INDICATE ALL WORK REQUIRED TO ACHIEVE THE DESIGN INTENT. THE G.C. SHALL VERIFY ALL EXISTING FIELD CONDITIONS PRIOR TO SUBMITTAL OF BID, AND SHALL INCLUDE ALL NECESSARY ITEMS TO COMPLETE THE DESIGN INTENTION OF THESE DRAWINGS. THE G.C. SHALL FIELD VERIFY ALL THE CONST. DOC'S FOR ADDITIONAL DEMOLITION NOTES. PATCH AND REPAIR ALL EXISTING SURFACES AS REQ'D TO MATCH ADJACENT EXISTING AND/OR NEW FINISH.
2. THESE DRAWINGS WERE PREPARED BASED ON INFORMATION OBTAINED FROM A SITE SURVEY AND/OR AS-BUILT DRAWINGS. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS IN FIELD PRIOR TO WORK & NOTIFY ARCHITECT OF DISCREPANCIES BEFORE PROCEEDING. WORK IS TO BE EXECUTED SO AS NOT TO DISTURB EXISTING STRUCTURAL SYSTEMS (EXCEPT AS NOTED).
3. CONTRACTOR IS RESPONSIBLE FOR THE ENGINEERING OF ACTUAL SHORING AND BRACING OF THE EXISTING STRUCTURE AND ROOF DURING THE ENTIRE DEMOLITION AND CONSTRUCTION PERIOD. THE SHORING AND BRACING TO BE CERTIFIED BY AN ILLINOIS LICENSED STRUCTURAL ENGINEER.
4. IF IS UNKNOWN WHETHER HAZARDOUS MATERIALS WILL BE ENCOUNTERED IN THE WORK, DO NOT DISTURB IMMEDIATELY NOTIFY THE OWNER. OWNER WILL REMOVE, OR HAVE REMOVED, HAZARDOUS MATERIALS UNDER SEPARATE CONTRACT.
5. DEMOLITION INCLUDES COMPLETE REMOVAL, DISPOSAL ON BARRICS OF SPECIFIED WORK.
6. SUBMIT PROPOSED METHODS AND OPERATION OF DEMOLITION TO OWNER FOR REVIEW PRIOR TO START OF WORK. INCLUDE IN SCHEDULE COORDINATION FOR SHUTOFF, CAPPING AND CONTINUATION OF UTILITY SERVICES AS REQUIRED.
7. ANY DAMAGE TO EXISTING EXTERIOR WALKS BY G.C. ARE TO BE REPAIRED BY THE G.C. AT THE G.C.'S SOLE EXPENSE.
8. KEEP FIRE EXITS UNOBSTRUCTED AND AVAILABLE FOR USE AT ALL TIMES DURING DEMOLITION.
9. DISPOSE ALL SALVAGED SURPLUS BUILDING MATERIALS, HARDWARE, DOOR FRAMES, FIRE EXTINGUISHERS, WINDOW BLINDS, LIGHT FIXTURES, DRAPES, CARPET, ETC. NOT INDICATED TO BE RELOCATED OR REUSED.
10. REMOVE EXISTING PARTITIONS, BUILT-INS, DOORS, ETC., SHOWN DASHED ON PLAN. PATCH AND REPAIR AS REQ'D. ALL ADJACENT SURFACES TO REMAIN.
11. SWEEP AND VACUUM THE FLOOR AFTER PATCHING AND DEBRIS REMOVAL. DO NOT USE AN OIL BASED SWEEPING COMPOUND. ALL AREAS TO BE CLEAN.
12. PATCH ALL PENETRATIONS, FINISH TO MATCH ADJ. SUBSTRATE AS REQ'D.
13. MAINTAIN 1 HOUR RATING AT DEMISING WALL.
14. MECHANICAL, PLUMBING, ELECTRICAL, AND TELEPHONE SYSTEMS DELETED BY NEW CONSTRUCTION SHALL BE REMOVED TO FURTHEST TERMINATION POINT U.N.O. EXIST. ELECTRICAL DEVICES THAT ARE MADE NON-USABLE BY NEW CONSTRUCTION, SHALL BE REMOVED AND OPENINGS PATCHED AND REPAIRED TO MATCH ADJ. MATERIALS AND FINISH.
15. ALL NON-ACTIVE PLUMBING LOFT PIPES TO DEMOLITION ARE TO BE FILLED OR COVERED WITH SECURE, WEATHER TIGHT TEMPORARY PARTITIONS.
16. G.C. TO VERIFY ROUGH OPENINGS AND LOCATION ON PLANS REQ'D FOR INSTALLATION OF NEW FOUNDATIONS AND CUTTING OF ALL OTHER OPENINGS.
17. REMOVE ALL EXPOSED OR UNCOVERED PIPING AND CONDUIT ABOVE THE SLAB COMPLETELY DUE TO DEMOLITION WORK.



NORTH — 1 / A01.2 DEMOLITION ROOF PLAN
SCALE: 1/4" = 1'-0"

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LIBERTYVILLE, ILLINOIS 60048

NO.	DESCRIPTION	DATE
4	DESIGN CORRECTIONS	2/21/2025
3	DESIGN CORRECTIONS	2/12/2025
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1	ISSUED FOR PERMIT	10/23/2024

SANJIV CHADHA
061-012041
REGISTERED ARCHITECT
EXP: 11/30/2024

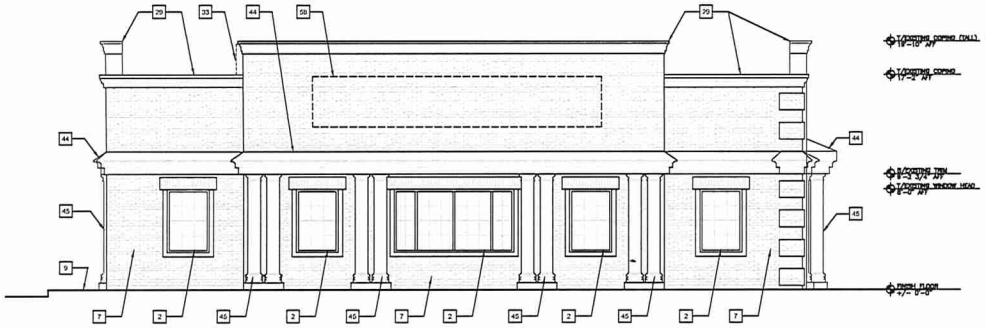
SHEET TITLE

DEMOLITION ROOF PLAN

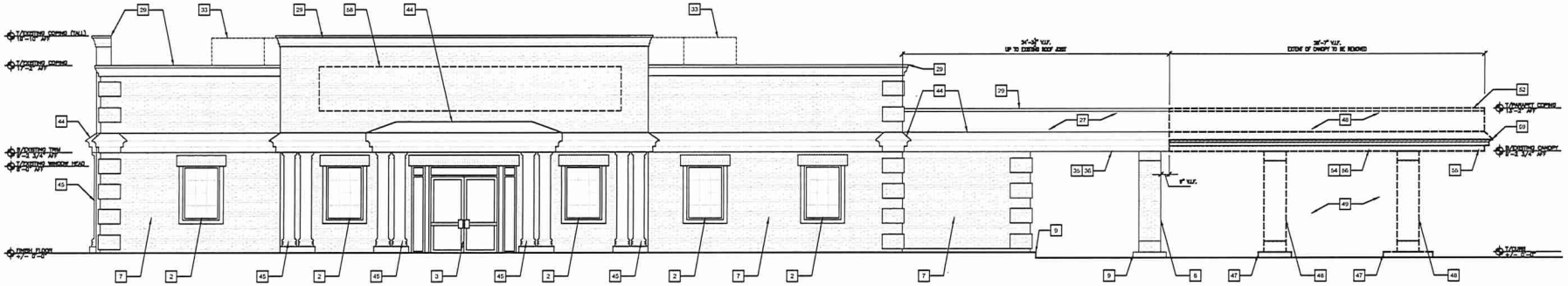
SHEET NO.

AD1.2

NWS JOB NO. 24-0077



2 AD2.1 DEMOLITION EXTERIOR ELEVATION
SCALE 1/4" = 1'-0"



1 AD2.1 DEMOLITION EXTERIOR ELEVATION
SCALE 1/4" = 1'-0"

DEMOLITION KEYNOTES

1. NOT USED.
2. EXISTING WINDOW, FRAME AND HARDWARE TO REMAIN. PATCH AND REPAIR AS REQUIRED.
3. EXISTING DOOR, FRAME AND HARDWARE TO REMAIN. PATCH AND REPAIR AS REQUIRED.
4. EXISTING TRASH ENCLOSURE TO REMAIN.
5. NOT USED.
6. EXISTING BUILDING STRUCTURAL COLUMN, CONCRETE FOUNDATION PIER, FOOTING, AND PERIMETER SLAB TO REMAIN.
7. EXISTING PERIMETER WALL AND STEEL SUPPORT STRUCTURE TO REMAIN. PATCH AND REPAIR AS REQUIRED.
8. NOT USED.
9. EXISTING CURB/SIDEWALK TO REMAIN. PATCH AS REQUIRED TO MATCH ADJACENT.
10. NOT USED.
11. NOT USED.
12. EXISTING GAS SERVICES/METER TO REMAIN.
13. EXISTING WATER SERVICES/METER TO REMAIN.
14. EXISTING TRANSFORMER TO REMAIN.
15. NOT USED.
16. EXISTING ELECTRICAL SERVICE/METER TO REMAIN.
17. NOT USED.
18. NOT USED.
19. NOT USED.
20. NOT USED.
21. EXISTING CONCRETE PAD TO REMAIN.
22. NOT USED.
23. NOT USED.
24. NOT USED.
25. EXISTING FIRE DEPARTMENT CONNECTION TO REMAIN.
26. EXISTING ROOFING SYSTEM TO REMAIN. PATCH AS NEEDED TO MATCH EXISTING.
27. EXISTING OVERHANG/CANOPY TO REMAIN.
28. EXISTING ROOF HATCH TO REMAIN. NO WORK.
29. EXISTING WALL COPING TO REMAIN.
30. NOT USED.
31. EXISTING ROOF DRAIN TO REMAIN.
32. EXISTING UNIVERSAL MECHANICAL CURB TO REMAIN.
33. EXISTING MECHANICAL SCREEN TO REMAIN.
34. NOT USED.
35. EXISTING CEILING CONSTRUCTION TO REMAIN.
36. EXISTING LIGHT FIXTURE TO REMAIN.
37. NOT USED.
38. NOT USED.
39. NOT USED.
40. REMOVE EXISTING BANKING EQUIPMENT.
41. NOT USED.
42. REMOVE EXISTING NIGHT DEPOSIT BOX.
43. NOT USED.
44. EXISTING CORNICE/OVERHANG/PROJECTION TO REMAIN. PATCH AND REPAIR AS REQUIRED.
45. EXISTING DECORATIVE COLUMN TO REMAIN. PATCH AND REPAIR AS REQUIRED.
46. REMOVE EXISTING CONCRETE SLAB, COMPACTED STONE BASE, AND EXCAVATE EXISTING SOILS AS REQUIRED FOR NEW ASPHALT PAVING.
47. REMOVE EXISTING CURB.
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49. REMOVE EXISTING BOLLARD AND DRIVE-THRU ATM SYSTEM.
50. REMOVE PART OF EXISTING CANOPY'S ROOFING SYSTEM. SEE GENERAL DEMOLITION NOTE #3.
51. REMOVE EXISTING ROOFTOP UNIT FOR INSTALLATION OF NEW (BY LL). CAP AND SEAL UNIVERSAL CURB OPENING AS NECESSARY.
52. REMOVE PART OF EXISTING WALL COPING AND PARAPET BLOCKING.
53. EXISTING ROOF DRAIN TO BE REMOVED AND RELOCATED.
54. REMOVE EXISTING SUSPENDED CEILING SYSTEM INCLUDING ASSOCIATED CEILING FIXTURES.
55. REMOVE EXISTING CEILING CONSTRUCTION, INCLUDING GYPSUM BOARD SOFFITS AND ASSOCIATED CEILING FIXTURES.
56. REMOVE EXISTING LIGHT FIXTURES IN THIS AREA. BALANCE OF REMAINING LIGHT FIXTURES TO REMAIN ACTIVE.
57. NOT USED.
58. REMOVE EXISTING SIGNAGE.
59. REMOVE PART OF EXISTING CORNICE/OVERHANG/PROJECTION. SEE GENERAL DEMOLITION NOTE #3. SEE EXTERIOR ELEVATIONS FOR ADDITIONAL INFORMATION.
60. EXISTING DOWNSPOUT TO REMAIN.
61. EXISTING CRICKET TO BE REWORKED TO PROVIDE DRAINAGE.

GENERAL DEMOLITION NOTES

1. THE DEMOLITION DRAWINGS ARE SCOPE DOCUMENTS AND MAY NOT NECESSARILY INDICATE ALL WORK REQUIRED TO ACHIEVE THE DESIGN INTENT. THE G.C. SHALL VERIFY ALL EXISTING FIELD CONDITIONS PRIOR TO SUBMITTAL OF BID, AND SHALL INCLUDE ALL NECESSARY ITEMS TO COMPLETE THE DESIGN INTENTION OF THESE DRAWINGS. THE G.C. SHALL REVIEW ALL THE CONST. DOC'S FOR ADDITIONAL DEMOLITION NOTES. PATCH AND REPAIR ALL EXISTING SURFACES AS REQ'D TO MATCH ADJACENT EXISTING AND/OR NEW FINISH.
2. THESE DRAWINGS WERE PREPARED BASED ON INFORMATION OBTAINED FROM A SITE SURVEY AND/OR AS-BUILT DRAWINGS. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS IN FIELD PRIOR TO WORK & NOTIFY ARCHITECT OF DISCREPANCIES BEFORE PROCEEDING. WORK IS TO BE EXECUTED SO AS NOT TO DISTURB EXISTING STRUCTURAL SYSTEMS (EXCEPT AS NOTED).
3. CONTRACTOR IS RESPONSIBLE FOR THE ENGINEERING OF ACTUAL SHORING AND BRACING OF ALL EXISTING STRUCTURES TO REMAIN DURING THE ENTIRE DEMOLITION AND CONSTRUCTION PERIOD. ALL SHORING AND BRACING TO BE CERTIFIED BY AN ILLINOIS LICENSED STRUCTURAL ENGINEER.
4. IT IS UNKNOWN WHETHER HAZARDOUS MATERIALS WILL BE ENCOUNTERED IN THE WORK. DO NOT DISTURB IMMEDIATELY NOTIFY THE OWNER. OWNER WILL REMOVE, OR HAVE REMOVED, HAZARDOUS MATERIALS UNDER SEPARATE CONTRACT.
5. DEMOLITION INCLUDES COMPLETE REMOVAL, DISPOSAL OR SALVAGE OF SPECIFIED WORK.
6. SUBMIT PROPOSED METHODS AND OPERATION OF DEMOLITION TO OWNER FOR REVIEW PRIOR TO START OF WORK. INCLUDE IN SCHEDULE COORDINATION FOR SHUTOFF, CAPPING AND CONTINUATION OF UTILITY SERVICES AS REQUIRED.
7. ANY DAMAGE TO EXISTING EXTERIOR WALKS BY G.C. ARE TO BE REPAIRED BY THE G.C. AT THE G.C.'S SOLE EXPENSE.
8. KEEP FIRE EXITS UNOBSTRUCTED AND AVAILABLE FOR USE AT ALL TIMES DURING DEMOLITION.
9. DISPOSE ALL SALVAGED SURPLUS BUILDING MATERIALS, HARDWARE, DOOR FRAMES, FIRE EXTINGUISHERS, WINDOW BLINDS, LIGHT FIXTURES, DRAPES, CARPET, ETC. NOT INDICATED TO BE RELOCATED OR REUSED.
10. REMOVE WALLS AND PARTITIONS, BUILT-INS, EQUIP, ETC. SHOWN DASHED ON PLAN. CEILING AND FLOOR FINISHES, ETC. AS INDICATED. ENDS TO REMAIN.
11. VACUUM AND VACUUM THE FLOOR AFTER PATCHING AND ERASE REMOVAL. DO NOT USE AN OIL BASED SWEEPING COMPOUND. ALL AREAS TO BE CLEAN.
12. PATCH ALL PENETRATIONS, FINISH TO MATCH ADJ. SUBSTRATE AS REQ'D. MAINTAIN 1 HOUR RATING AT DEMISING WALL.
13. MECHANICAL, PLUMBING, ELECTRICAL, AND TELEPHONE SYSTEMS DELETED BY NEW CONSTRUCTION SHALL BE REMOVED TO FURTHEST TERMINATION POINT U.N.O.
14. EXIST. ELECTRICAL DEVICES THAT ARE MADE NON-USABLE BY NEW CONSTRUCTION, SHALL BE REMOVED AND OPENINGS PATCHED AND REPAIRED TO MATCH ADJ. MATERIALS AND FINISHES.
15. ALL EXTERIOR OPENINGS LEFT DUE TO DEMOLITION ARE TO BE FILLED OR COVERED WITH SECURE, WEATHER TIGHT TEMPORARY PARTITIONS.
16. G.C. TO VERIFY ROUGH OPENINGS AND LOCATION ON PLANS REQ'D FOR INSTALLATION OF NEW FOUNDATIONS AND CUTTING OF ALL OTHER OPENINGS.
17. REMOVE ALL EXPOSED OR UNCOVERED PIPING AND CONDUIT ABOVE THE SLAB COMPLETELY DUE TO DEMOLITION WORK.

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architecture + interiors + design

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T 312.332.2362 | www.nwsarchitects.com | F 312.332.9894

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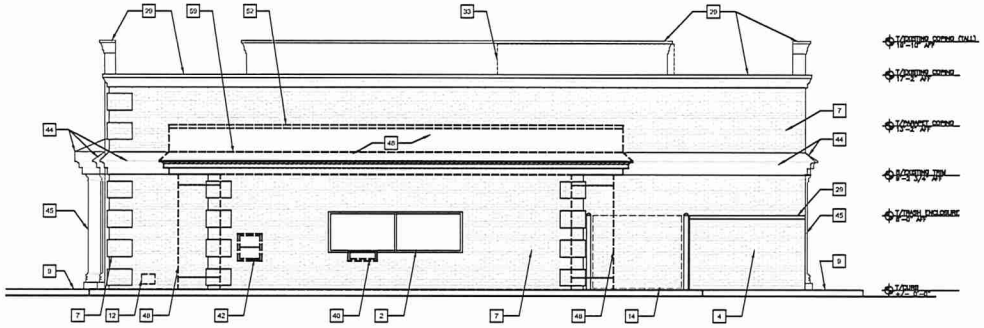
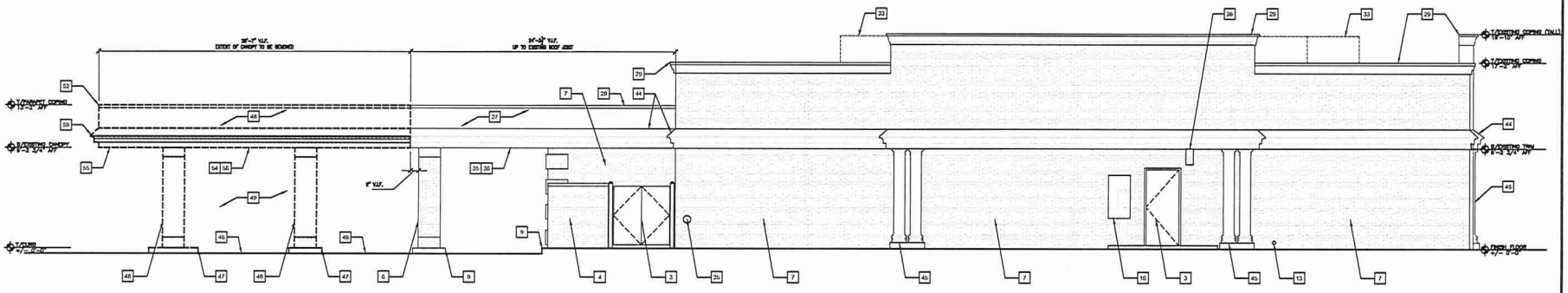


2 DEMOLITION EXTERIOR ELEVATION
AD2.2 SCALE: 1/4" = 1'-0"



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4. IF AN UNKNOWN WHICH INCLUDES HAZARDOUS MATERIALS WILL BE ENCOUNTERED IN THE WORK, DO NOT DISTURB. IMMEDIATELY NOTIFY THE OWNER. OWNER WILL REMOVE, OR HAVE REMOVED, HAZARDOUS MATERIALS UNDER SEPARATE CONTRACT.
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11. WHERE ASBESTOS CEMENT BOARD IS ENCOUNTERED IN THE WORK, DO NOT USE AN OIL BASED SPECIFIC COMPOUND. ALL AREAS TO BE CLEAN.
12. PATCH ALL PENETRATIONS, FINISH TO MATCH ADJ. SUBSTRATE AS REQ'D. MAINTAIN 1 HOUR RATING AT DEMISING WALL.
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AD2.2

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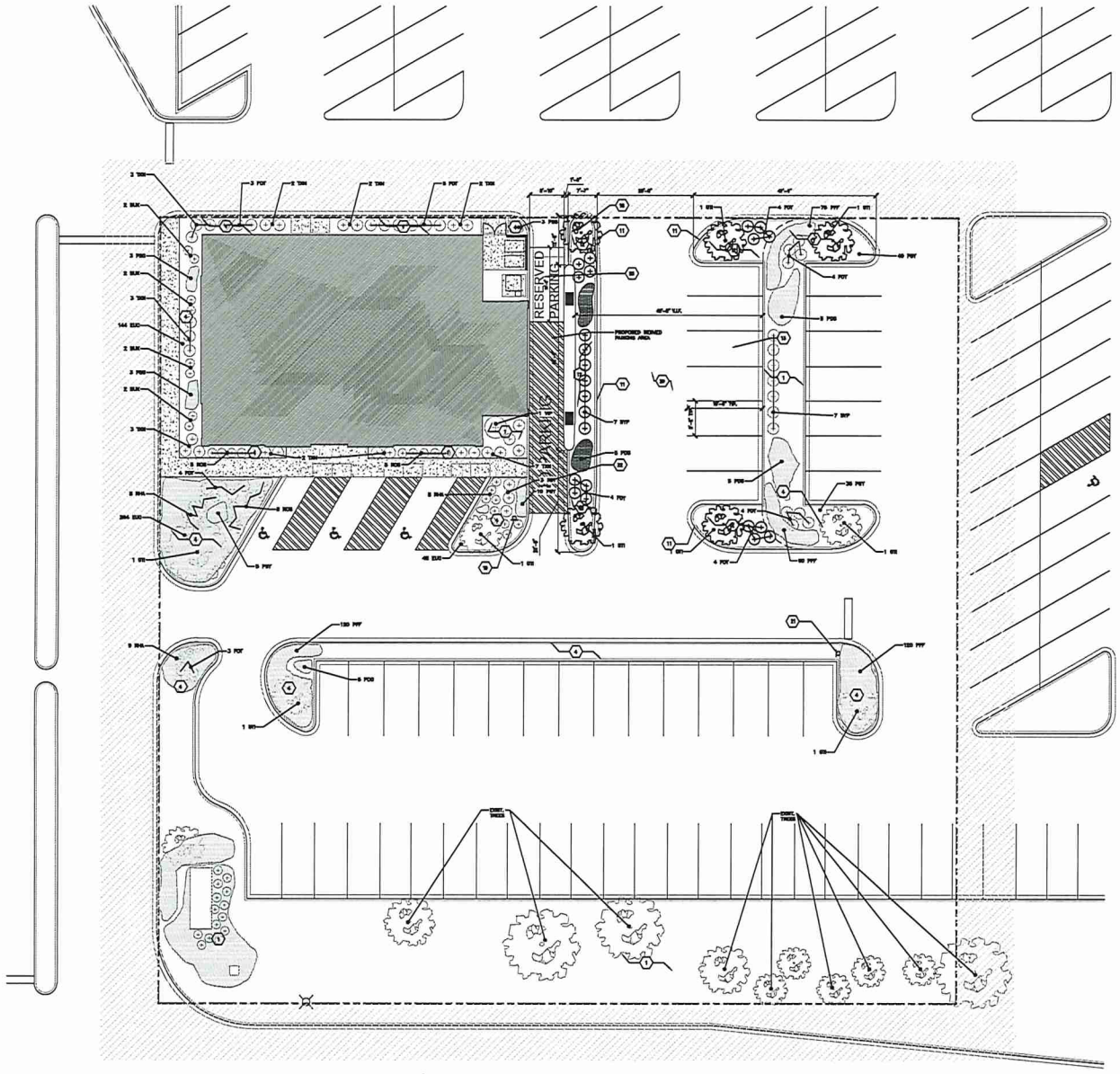
EXHIBIT H

LANDSCAPE PLANS



NORTH 1 LANDSCAPE PLAN
LA1 SCALE: 3/32" = 1'-0"

GENERAL NOTES

1. ACCESSIBLE PARKING STALLS SHALL BE 16 FEET WIDE WHICH INCLUDES EITHER 5 FOOT OR 8 FOOT WIDE AISLE. THE ACCESSIBLE PARKING AISLE STRIPS SHALL BE PAINTED YELLOW. (2018 IBC 1106.2 & 1106.3)
2. ACCESSIBLE PARKING SIGNS SHALL BE LOCATED NO MORE THAN 8 FEET FROM THE FRONT OF THE PARKING STALL AND A MINIMUM OF 5 FEET TO A MAXIMUM OF 9 FEET FROM THE SIDE

Agenda Item No. 3I

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	April 8, 2025
Agenda Item:	Consideration of a Resolution Authorizing the Purchase of New Furniture for Village Hall from Warehouse Direct, of Des Plaines, Illinois
Staff Recommendation:	Approve Resolution
Staff Contact:	Denise R. Joseph, Director of Finance

Background: The Fiscal Year 2024-2025 Annual Budget allocates $100,000 in the Public Building Improvement Fund (Account #46-0000-0-790) for renovations to the existing Village Hall Space to create an office for the Human Resources Manager and update the Finance Department staff furniture which are over 30 years old. This purchase will help modernize and improve the functionality of the Village Hall's workspaces, creating a more efficient and comfortable environment for both staff and visitors.

Staff has received a quotation of $74,740.46 for new furniture from Warehouse Direct through the Northwest Municipal Conference (NWMC), Suburban Purchasing Cooperative (SPC) in which the Village is a registered member. SPC permits local governments to purchase commodities and services according to contracts negotiated by the NWMC, resulting in significant savings for the Village.

Staff recommends adoption of the attached resolution authorizing the purchase of new furniture for Village Hall from Warehouse Direct, of Des Plaines, Illinois in the amount of $74,740.46 and authorize execution of the contract by the Village Administrator.

Attachments:

1) Resolution
2) Proposal
3) CIP Sheet

RESOLUTION NO. 25-R-_____

A RESOLUTION AUTHORIZING THE PURCHASE OF
NEW FURNITURE FOR VILLAGE HALL
FROM WAREHOUSE DIRECT, OF DES PLAINES, ILLINOIS

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorize and encourage intergovernmental cooperation; and

WHEREAS, the Village is a member of the Northwest Municipal Conference (***"NWMC"***), a corporate organization representing municipalities and townships located within the State of Illinois and Counties of Cook, DuPage, Kane, Lake, and McHenry; and

WHEREAS, the Village participates in the NWMC Suburban Purchasing Cooperative (***"SPC"***), which permits local governments to purchase commodities and services according to contracts negotiated by the NWMC, resulting in significant savings for the Village; and

WHEREAS, the Village has identified the need to procure new furniture for offices at Village Hall (collectively, the ***"New Furniture"***); and

WHEREAS, the SPC sought bids for the award of the contract for the purchase of the New Furniture (***"Purchase Contract"***); and

WHEREAS, the SPC identified Warehouse Direct, of Des Plaines, Illinois (***"Warehouse Direct"***), as the low responsible bidder for the Purchase Contract; and

WHEREAS, the Village now desires to purchase the New Furniture from Warehouse Direct, for the amount of $74,740.46 and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to purchase the New Furniture from Warehouse Direct, for the amount of $74,740.46, in accordance with the SPC and the Purchase Contract;

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 PURCHASE. The President and Board of Trustees hereby approve the purchase by the Village of the New Furniture from Warehouse Direct, for the amount of $74,740.46, in accordance with the SPC and the Purchase Contract, is hereby approved.

SECTION 3. EXECUTION OF REQUIRED DOCUMENTATION. The Village Administrator and the Village Clerk are hereby authorized to execute and attest, on behalf of the Village, all documents necessary to complete the purchase authorized pursuant to Section 2 of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

PASSED this ___ day of _____, 2025.

AYES:

NAYS:

ABSENT:

APPROVED this ___ day of _____, 2025.

_____
Donna Johnson, Village President

ATTEST:

_____
Margaret Clark, Village Clerk

WAREHOUSE DIRECT®
Furniture, Interiors & Design

PROPOSAL

PROPOSAL NUMBER	50397714-0
DATE	03/26/25
ACCOUNT / DEPT	164780 FINA
PROJECT NAME	WAREHOUSE DIRECT PROJECT
SPECIALIST	FERN PULLMAN
PAGE	1 of 42

2001 S MOUNT PROSPECT RD
DES PLAINES IL 60018

847-952-1925

BILLING ADDRESS

VILLAGE OF LIBERTYVILLE
HP BIG DEAL ACCT
FACILITIES
200 E COOK AVE
LIBERTYVILLE IL 60048

SPECIALIST INFORMATION

FERN PULLMAN
847-631-7168
Cell 847-951-9347
Fax 847-956-5869
fpullman@warehousedirect.com

SALESPERSON
EDWARD MOSCATELLI

PART NUMBER	DESCRIPTION	QTY	SELL	EXT. SELL
	WAREHOUSE DIRECT IS PART OF THE SUBURBAN PURCHASING COOPERATIVE ATTN: DENISE JOSEPH			
HETP6536FP	Tackable Panel w/o TC 65H x 36W Option = $(A) Grd A Fabric Option = .LN Landscape Option = 35 Slate Option = $(P1) P1 Paint Opts Option = .P7D Brownstone PLEASE TAG AS FOLLOWS: TYPE A ACCL PANEL TYPE A	7	180.94	1266.58
HETP6524FP	Tackable Panel w/o TC 65H x 24W Option = $(A) Grd A Fabric Option = .LN Landscape Option = 35 Slate Option = $(P1) P1 Paint Opts Option = .P7D Brownstone PLEASE TAG AS FOLLOWS: TYPE A ACCL PANEL TYPE A	8	160.00	1280.00
HETP6560FP	Tackable Panel w/o TC 65H x 60W Option = $(A) Grd A Fabric Option = .LN Landscape	1	218.44	218.44

Installation is available through Warehouse Direct.

50% deposit required on all orders over $5,000.
Warehouse Direct reserves the right to require a 50% deposit on any furniture order.
Please Note: A 3% fee will be charged for all credit card payments.
Quoted prices valid for 30 days from original date.

Please sign proposal to accept this non-returnable merchandise.
Accepted By:_____

SUB-TOTAL	
TAX	
TOTAL DUE	

WAREHOUSE DIRECT®
Furniture, Interiors & Design

PROPOSAL

PROPOSAL NUMBER	50397714-0
DATE	03/26/25
ACCOUNT / DEPT	164780 FINA
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FERN PULLMAN
847-631-7168
Cell 847-951-9347
Fax 847-956-5869
fpullman@warehousedirect.com

SALESPERSON
EDWARD MOSCATELLI

PART NUMBER	DESCRIPTION	QTY	SELL	EXT. SELL
	Option = 35 Slate Option = $(P1) P1 Paint Opts Option = .P7D Brownstone PLEASE TAG AS FOLLOWS: TYPE A ACCL PANEL TYPE A			
HETP6548FP	Tackable Panel w/o TC 65H x 48W Option = $(A) Grd A Fabric Option = .LN Landscape Option = 35 Slate Option = $(P1) P1 Paint Opts Option = .P7D Brownstone PLEASE TAG AS FOLLOWS: TYPE A ACCL PANEL TYPE A	3	205.00	615.00
HWV93AARP	Systems 72x36x24x24Rt Corner Cove Worksurface Edgeband Option = $(L2STD) Grd L2 Standard Laminates Option = .LPE1 Phantom Ecru Option = .PE Phantom Ecru Option = .T3 Muslin PLEASE TAG AS FOLLOWS: TYPE A SYS WKSF TYPE A	1	274.38	274.38
HWR2472P	Systems Rectangular	2	232.50	465.00

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PART NUMBER	DESCRIPTION	QTY	SELL	EXT. SELL
	Worksurface Edgeband 24D x 72W Option = $(L2STD) Grd L2 Standard Laminates Option = .LPE1 Phantom Ecru Option = .PE Phantom Ecru Option = .T3 Muslin PLEASE TAG AS FOLLOWS: TYPE A SYS WKSF TYPE A			
HWR2442P	Systems Rectangular Worksurface Edgeband 24D x 42W Option = $(L2STD) Grd L2 Standard Laminates Option = .LPE1 Phantom Ecru Option = .PE Phantom Ecru Option = .T3 Muslin PLEASE TAG AS FOLLOWS: TYPE A SYS WKSF TYPE A	1	168.44	168.44
HSTP652424LBBFM	Contain 65Hx24Wx24D PersTwr Plinth MtlFrnt LH BBF Option = .BX Recessed Plinth Option = .R Radius Option = $(P1) P1 Paint Opts Option = .P7D Brownstone Option = $(MATCH) Match Case Option = .NA Match Case Option = .L Lock PLEASE TAG AS FOLLOWS: TYPE A	3	1186.76	3560.28

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PART NUMBER	DESCRIPTION	QTY	SELL	EXT. SELL
	CONTN TWR TYPE A			
HLSLZ5SC72	60"W External Stiffener Option = .P Black PLEASE TAG AS FOLLOWS: TYPE A LAM ACC TYPE A	1	71.45	71.45
HRVOH36FM	Abound Overhead-Metal Flipper Door 36" Option = $(P1) P1 Paint Opts Option = .P7D Brownstone Option = .L Lock PLEASE TAG AS FOLLOWS: TYPE A ABND OH ST TYPE A	5	252.50	1262.50
HRVOH42FM	Abound Overhead-Metal Flipper Door 42" Option = $(P1) P1 Paint Opts Option = .P7D Brownstone Option = .L Lock PLEASE TAG AS FOLLOWS: TYPE A ABND OH ST TYPE A	1	264.69	264.69
HWV93AALP	Systems 72x36x24x24Left Corner Cove Worksurface Edgebd	1	274.38	274.38

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	Option = $(L2STD) Grd L2 Standard Laminates Option = .LPE1 Phantom Ecru Option = .PE Phantom Ecru Option = .T3 Muslin PLEASE TAG AS FOLLOWS: TYPE A SYS WKSF TYPE A			
HWR2448P	Systems Rectangular Worksurface Edgeband 24D x 48W Option = $(L2STD) Grd L2 Standard Laminates Option = .LPE1 Phantom Ecru Option = .PE Phantom Ecru Option = .T3 Muslin PLEASE TAG AS FOLLOWS: TYPE A SYS WKSF TYPE A	5	178.44	892.20
HSLP283618FFM	Contain 28Hx36Wx18D 2H Lateral Plinth MtlFrnts Option = .BX Recessed Plinth Option = .R Radius Option = $(P1) P1 Paint Opts Option = .P7D Brownstone Option = $(MATCH) Match Case Option = .NA Match Case Option = .L Lock PLEASE TAG AS FOLLOWS: TYPE A CONTN LAT	4	699.19	2796.76

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PART NUMBER	DESCRIPTION	QTY	SELL	EXT. SELL
	TYPE A			
HSPSP281524BBFM	28Hx15Wx24D Support Ped Plinth Mtl Front BBF Option = .BX Recessed Plinth Option = .R Radius Option = $(P1) P1 Paint Opts Option = .P7D Brownstone Option = $(MATCH) Match Case Option = .NA Match Case Option = .L Lock PLEASE TAG AS FOLLOWS: TYPE A CONTN PED TYPE A	3	328.75	986.25
HSPSP281524FFM	28Hx15Wx24D Support Ped Plinth Mtl Front FF Option = .BX Recessed Plinth Option = .R Radius Option = $(P1) P1 Paint Opts Option = .P7D Brownstone Option = $(P1) P1 Paint Opts Option = .P7D Brownstone Option = .L Lock PLEASE TAG AS FOLLOWS: TYPE A CONTN PED TYPE A	2	337.81	675.62
HSTB2W1	Bracket to attach Towers to Worksurfaces	4	37.50	150.00

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	Option = $(P1) P1 Paint Opts Option = .P7D Brownstone PLEASE TAG AS FOLLOWS: TYPE A ST STO ACC TYPE A			
HEWS65P	Wall Starter Kit for Panels 65H Option = $(P1) P1 Paint Opts Option = .P7D Brownstone PLEASE TAG AS FOLLOWS: ACCL PANEL	1	46.88	46.88
HOLEG24	29 1/2"Hx24"D Open Leg Option = $(P1) P1 Paint Opts Option = .P7D Brownstone PLEASE TAG AS FOLLOWS: TYPE A SYS WKSF TYPE A	6	88.44	530.64
HCTL182	18D Cantilever One Pair Option = $(P1) P1 Paint Opts Option = .P7D Brownstone PLEASE TAG AS FOLLOWS: TYPE A SYS WKSF TYPE A	7	29.06	203.42
HIWMM	Ignition 2 Task Mid-back, ilira back	4	441.00	1764.00

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	Option = .Y2 Advanced Synchro-Tilt SeatSldr Option = .V All-Adjustable Arm Option = .H Hard Caster Option = .IF 4-Way Fog Option = $(1) Grade 1 Uph Option = .PBLE Pebble Option = 08 Talc Option = .TL Titanium Adjustable Lumbar Option = .SB Standard Base Option = .TI Titanium PLEASE TAG AS FOLLOWS: TYPE A IGNITION2 TYPE A			
HWC3624P	Systems Corner Worksurface 36Wx24D Edgeband Curved Option = $(L2STD) Grd L2 Standard Laminates Option = .LPE1 Phantom Ecru Option = .PE Phantom Ecru Option = .T5 Greige PLEASE TAG AS FOLLOWS: TYPE A SYS WKSF TYPE A	2	215.63	431.26
HWR2460P	Systems Rectangular Worksurface Edgeband 24D x 60W Option = $(L2STD) Grd L2 Standard Laminates Option = .LPE1 Phantom Ecru Option = .PE Phantom Ecru Option = .T3 Muslin	2	210.94	421.88

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PART NUMBER	DESCRIPTION	QTY	SELL	EXT. SELL
	PLEASE TAG AS FOLLOWS: TYPE A SYS WKSF TYPE A			
HSTP652424RBBFM	Contain 65Hx24Wx24D PersTwr Plinth MtlFrnt RH BBF Option = .BX Recessed Plinth Option = .R Radius Option = $(P1) P1 Paint Opts Option = .P7D Brownstone Option = $(MATCH) Match Case Option = .NA Match Case Option = .L Lock PLEASE TAG AS FOLLOWS: TYPE A CONTN TWR TYPE A	1	1186.76	1186.76
HRVOH48FM	Abound Overhead-Metal Flipper Door 48" Option = $(P1) P1 Paint Opts Option = .P7D Brownstone Option = .L Lock PLEASE TAG AS FOLLOWS: TYPE A ABND OH ST TYPE A	2	277.19	554.38
HOLEG24	29 1/2"Hx24"D Open Leg Option = $(P1) P1 Paint Opts Option = .P7D Brownstone	1	88.44	88.44

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	PLEASE TAG AS FOLLOWS: TYPE A SYS WKSF TYPE A			
HLSLZ5SC60	48"W External Stiffener Option = .P Black PLEASE TAG AS FOLLOWS: TYPE A LAM ACC TYPE A	2	63.46	126.92
HTWTH	Acc Hrztl Wall Track for OH Storage-60"W Option = .P Black PLEASE TAG AS FOLLOWS: ACCL PANEL	1	37.81	37.81
HTWTH	Acc Hrztl Wall Track for OH Storage-60"W Option = .P Black PLEASE TAG AS FOLLOWS: ACCL PANEL	4	37.81	151.24
HH879072	Base In-Feed Cable Base 3-1 & 2-2 Systems PLEASE TAG AS FOLLOWS: TYPE A SYS ELEC TYPE A	1	100.94	100.94
HH871236	Electrical Power Harness 36W	4	90.31	361.24

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PART NUMBER	DESCRIPTION	QTY	SELL	EXT. SELL
	3-1 & 2-2 Systems PLEASE TAG AS FOLLOWS: TYPE A SYS ELEC TYPE A			
HH871224	Electrical Power Harness 24W 3-1 & 2-2 Systems PLEASE TAG AS FOLLOWS: TYPE A SYS ELEC TYPE A	4	90.31	361.24
HH871230	Electrical Power Harness 30W 3-1 & 2-2 Systems PLEASE TAG AS FOLLOWS: TYPE A SYS ELEC	1	90.31	90.31
HH871260	Electrical Power Harness 60W 3-1 & 2-2 Systems PLEASE TAG AS FOLLOWS: TYPE A SYS ELEC TYPE A	1	95.00	95.00
HH871502	Duplex Receptacle Circuit 2 3-1 & 2-2 Systems Option = .EY Brownstone PLEASE TAG AS FOLLOWS: TYPE A SYS ELEC	2	19.38	38.76

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PART NUMBER	DESCRIPTION	QTY	SELL	EXT. SELL
HH871501	Duplex Receptacle Circuit 1 3-1 & 2-2 Systems Option = .EY Brownstone PLEASE TAG AS FOLLOWS: TYPE A SYS ELEC	1	19.38	19.38
HH871504	Duplex Receptacle Circuit 4 3-1 & 2-2 Systems Option = .EY Brownstone PLEASE TAG AS FOLLOWS: TYPE A SYS ELEC	4	19.38	77.52
HH871503	Duplex Receptacle Circuit 3 3-1 System Only Option = .EY Brownstone PLEASE TAG AS FOLLOWS: TYPE A SYS ELEC	1	19.38	19.38
HETP6524FP	Tackable Panel w/o TC 65H x 24W Option = $(A) Grd A Fabric Option = .LN Landscape Option = 35 Slate Option = $(P1) P1 Paint Opts Option = .P7D Brownstone PLEASE TAG AS FOLLOWS: TYPE B ACCL PANEL	8	160.00	1280.00

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PART NUMBER	DESCRIPTION	QTY	SELL	EXT. SELL
	TYPE B			
HETP6560FP	Tackable Panel w/o TC 65H x 60W Option = $(A) Grd A Fabric Option = .LN Landscape Option = 35 Slate Option = $(P1) P1 Paint Opts Option = .P7D Brownstone PLEASE TAG AS FOLLOWS: TYPE B ACCL PANEL TYPE B	1	218.44	218.44
HETP6536FP	Tackable Panel w/o TC 65H x 36W Option = $(A) Grd A Fabric Option = .LN Landscape Option = 35 Slate Option = $(P1) P1 Paint Opts Option = .P7D Brownstone PLEASE TAG AS FOLLOWS: TYPE B ACCL PANEL TYPE B	4	180.94	723.76
HETP4260FP	Tackable Panel w/o TC 42.5H x 60W Option = $(A) Grd A Fabric Option = .LN Landscape Option = 35 Slate Option = $(P1) P1 Paint Opts	1	185.31	185.31

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	Option = .P7D Brownstone PLEASE TAG AS FOLLOWS: ACCL PANEL			
HETP6530FP	Tackable Panel w/o TC 65H x 30W Option = $(A) Grd A Fabric Option = .LN Landscape Option = 35 Slate Option = $(P1) P1 Paint Opts Option = .P7D Brownstone PLEASE TAG AS FOLLOWS: TYPE B ACCL PANEL TYPE B	3	168.75	506.25
HETP4236FP	Tackable Panel w/o TC 42.5H x 36W Option = $(A) Grd A Fabric Option = .LN Landscape Option = 35 Slate Option = $(P1) P1 Paint Opts Option = .P7D Brownstone PLEASE TAG AS FOLLOWS: TYPE B ACCL PANEL TYPE B	1	147.50	147.50
HETP4248FP	Tackable Panel w/o TC42.5H x 48W Option = $(A) Grd A Fabric Option = .LN Landscape	1	166.88	166.88

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PART NUMBER	DESCRIPTION	QTY	SELL	EXT. SELL
	Option = 35 Slate Option = $(P1) P1 Paint Opts Option = .P7D Brownstone PLEASE TAG AS FOLLOWS: TYPE B ACCL PANEL TYPE B			
HWR2460P	Systems Rectangular Worksurface Edgeband 24D x 60W Option = $(L2STD) Grd L2 Standard Laminates Option = .LPE1 Phantom Ecru Option = .PE Phantom Ecru Option = .T3 Muslin PLEASE TAG AS FOLLOWS: TYPE B SYS WKSF TYPE B	3	210.94	632.82
HSTP652424LBBFM	Contain 65Hx24Wx24D PersTwr Plinth MtlFrnt LH BBF Option = .BX Recessed Plinth Option = .R Radius Option = $(P1) P1 Paint Opts Option = .P7D Brownstone Option = $(MATCH) Match Case Option = .NA Match Case Option = .L Lock PLEASE TAG AS FOLLOWS: TYPE B CONTN TWR TYPE B	1	1186.76	1186.76

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PROPOSAL

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SPECIALIST INFORMATION

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Fax 847-956-5869
fpullman@warehousedirect.com

SALESPERSON
EDWARD MOSCATELLI

PART NUMBER	DESCRIPTION	QTY	SELL	EXT. SELL
HWV73AARP	Systems 60x36x24x24Rt Corner Cove Worksurface Edgebnd Option = $(L2STD) Grd L2 Standard Laminates Option = .LPE1 Phantom Ecru Option = .DP Portico Teak Option = .T3 Muslin PLEASE TAG AS FOLLOWS: TYPE B SYS WKSF TYPE B	1	248.75	248.75
HCWR2436PT	Accelerate Rectangle wksfc TEE span 24"D x 36"W Option = $(L2STD) Grd L2 Standard Laminates Option = .LPE1 Phantom Ecru Option = .PE Phantom Ecru Option = .T3 Muslin PLEASE TAG AS FOLLOWS: TYPE B SYS WKSF TYPE B	1	166.56	166.56
HETP6548FP	Tackable Panel w/o TC 65H x 48W Option = $(A) Grd A Fabric Option = .LN Landscape Option = 35 Slate Option = $(P1) P1 Paint Opts Option = .P7D Brownstone PLEASE TAG AS FOLLOWS: TYPE B	1	205.00	205.00

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PART NUMBER	DESCRIPTION	QTY	SELL	EXT. SELL
	ACCL PANEL TYPE B			
HWR2448P	Systems Rectangular Worksurface Edgeband 24D x 48W Option = $(L2STD) Grd L2 Standard Laminates Option = .LPE1 Phantom Ecru Option = .PE Phantom Ecru Option = .T3 Muslin PLEASE TAG AS FOLLOWS: TYPE B SYS WKSF TYPE B	3	178.44	535.32
HWC3624P	Systems Corner Worksurface 36Wx24D Edgeband Curved Option = $(L2STD) Grd L2 Standard Laminates Option = .LPE1 Phantom Ecru Option = .PE Phantom Ecru Option = .T3 Muslin PLEASE TAG AS FOLLOWS: TYPE B SYS WKSF TYPE B	2	215.63	431.26
HCWR2430PT	Accelerate Rectangle wksfc TEE span 24"D x 30"W Option = $(L2STD) Grd L2 Standard Laminates Option = .LPE1 Phantom Ecru Option = .PE Phantom Ecru Option = .T3 Muslin PLEASE TAG AS FOLLOWS:	1	154.06	154.06

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PART NUMBER	DESCRIPTION	QTY	SELL	EXT. SELL
	TYPE B SYS WKSF TYPE B			
HWR2454P	Systems Rectangular Worksurface Edgeband 24D x 54W Option = $(L2STD) Grd L2 Standard Laminates Option = .LPE1 Phantom Ecru Option = .PE Phantom Ecru Option = .T3 Muslin PLEASE TAG AS FOLLOWS: TYPE B SYS WKSF TYPE B	2	190.31	380.62
HSTP652424RBBFM	Contain 65Hx24Wx24D PersTwr Plinth MtlFrnt RH BBF Option = .BX Recessed Plinth Option = .R Radius Option = $(P1) P1 Paint Opts Option = .P7D Brownstone Option = $(P1) P1 Paint Opts Option = .P7D Brownstone Option = .L Lock PLEASE TAG AS FOLLOWS: TYPE B CONTN TWR TYPE B	1	1255.65	1255.65
HWR2424P	Systems Rect Worksurface Edgeband 24D X 24W Option = $(L2STD) Grd L2 Standard Laminates	1	135.00	135.00

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PART NUMBER	DESCRIPTION	QTY	SELL	EXT. SELL
	Option = .LPE1 Phantom Ecru Option = .PE Phantom Ecru Option = .T3 Muslin PLEASE TAG AS FOLLOWS: TYPE B SYS WKSF TYPE B			
HRVOH48FM	Abound Overhead-Metal Flipper Door 48" Option = $(P1) P1 Paint Opts Option = .P7D Brownstone Option = .L Lock PLEASE TAG AS FOLLOWS: TYPE B ABND OH ST TYPE B	1	277.19	277.19
HRVOH24FM	Abound Overhead-Metal Flipper Door 24" Option = $(P1) P1 Paint Opts Option = .P7D Brownstone Option = .L Lock PLEASE TAG AS FOLLOWS: TYPE B ABND OH ST TYPE B	2	237.50	475.00
HSPSP281524BBFM	28Hx15Wx24D Support Ped Plinth Mtl Front BBF Option = .BX Recessed Plinth Option = .R Radius	3	328.75	986.25

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	Option = $(P1) P1 Paint Opts Option = .P7D Brownstone Option = $(MATCH) Match Case Option = .NA Match Case Option = .L Lock PLEASE TAG AS FOLLOWS: TYPE B CONTN PED TYPE B			
HETC36	Panel Top Cap 36"W Option = $(P1) P1 Paint Opts Option = .P7D Brownstone PLEASE TAG AS FOLLOWS: TYPE A ACCL PANEL TYPE A	7	26.56	185.92
HETC24	Panel Top Cap 24"W Option = $(P1) P1 Paint Opts Option = .P7D Brownstone PLEASE TAG AS FOLLOWS: TYPE A ACCL PANEL TYPE A	8	17.50	140.00
HETC60	Panel Top Cap 60"W Option = $(P1) P1 Paint Opts Option = .P7D Brownstone PLEASE TAG AS FOLLOWS: TYPE A ACCL PANEL	1	37.50	37.50

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PART NUMBER	DESCRIPTION	QTY	SELL	EXT. SELL
	TYPE A			
HETC48	Panel Top Cap 48"W Option = $(P1) P1 Paint Opts Option = .P7D Brownstone PLEASE TAG AS FOLLOWS: TYPE A ACCL PANEL TYPE A	3	30.00	90.00
HETC24	Panel Top Cap 24"W Option = $(P1) P1 Paint Opts Option = .P7D Brownstone PLEASE TAG AS FOLLOWS: TYPE B ACCL PANEL TYPE B	8	17.50	140.00
HETC60	Panel Top Cap 60"W Option = $(P1) P1 Paint Opts Option = .P7D Brownstone PLEASE TAG AS FOLLOWS: TYPE B ACCL PANEL TYPE B	2	37.50	75.00
HETC36	Panel Top Cap 36"W Option = $(P1) P1 Paint Opts Option = .P7D Brownstone PLEASE TAG AS FOLLOWS: TYPE B ACCL PANEL	5	26.56	132.80

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PART NUMBER	DESCRIPTION	QTY	SELL	EXT. SELL
	TYPE B			
HETC30	Panel Top Cap 30"W Option = $(P1) P1 Paint Opts Option = .P7D Brownstone PLEASE TAG AS FOLLOWS: TYPE B ACCL PANEL TYPE B	3	20.63	61.89
HETC48	Panel Top Cap 48"W Option = $(P1) P1 Paint Opts Option = .P7D Brownstone PLEASE TAG AS FOLLOWS: TYPE B ACCL PANEL TYPE B	2	30.00	60.00
HEFEC65P	Panel Finished End Covers 65H Option = $(P1) P1 Paint Opts Option = .P7D Brownstone PLEASE TAG AS FOLLOWS: TYPE A ACCL PANEL TYPE A	7	29.06	203.42
HSCKTPS	Straight Connector Kit Option = .X No Option PLEASE TAG AS FOLLOWS: TYPE A ACCL PANEL TYPE A	8	9.69	77.52

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PART NUMBER	DESCRIPTION	QTY	SELL	EXT. SELL
HEC65PTN	65H "T" Connector Post Option = $(P1) P1 Paint Opts Option = .P7D Brownstone PLEASE TAG AS FOLLOWS: TYPE A ACCL PANEL TYPE A	3	61.25	183.75
HECST	"T" Connector Strap PLEASE TAG AS FOLLOWS: TYPE A ACCL PANEL TYPE A	3	10.31	30.93
HEC65PLN	65H "L" Connector Post Option = $(P1) P1 Paint Opts Option = .P7D Brownstone PLEASE TAG AS FOLLOWS: TYPE A ACCL PANEL TYPE A	3	63.44	190.32
HECSL	"L" Connector Strap PLEASE TAG AS FOLLOWS: TYPE A ACCL PANEL TYPE A	3	7.19	21.57
HEC65PTN	65H "T" Connector Post Option = $(P1) P1 Paint Opts Option = .P7D Brownstone	4	61.25	245.00

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PART NUMBER	DESCRIPTION	QTY	SELL	EXT. SELL
	PLEASE TAG AS FOLLOWS: TYPE B ACCL PANEL TYPE B			
HECST	"T" Connector Strap PLEASE TAG AS FOLLOWS: TYPE B ACCL PANEL TYPE B	3	10.31	30.93
HEC65PLN	65H "L" Connector Post Option = $(P1) P1 Paint Opts Option = .P7D Brownstone PLEASE TAG AS FOLLOWS: TYPE B ACCL PANEL TYPE B	2	63.44	126.88
HECSL	"L" Connector Strap PLEASE TAG AS FOLLOWS: TYPE B ACCL PANEL TYPE B	2	7.19	14.38
HSCKTPS	Straight Connector Kit Option = .X No Option PLEASE TAG AS FOLLOWS: TYPE B ACCL PANEL TYPE B	8	9.69	77.52
HEC65PLN	65H "L" Connector Post	1	63.44	63.44

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PART NUMBER	DESCRIPTION	QTY	SELL	EXT. SELL
	Option = $(P1) P1 Paint Opts Option = .P7D Brownstone PLEASE TAG AS FOLLOWS: ACCL PANEL			
HECVH22P	Variable Height Connector Kit 22.5H Option = $(P1) P1 Paint Opts Option = .P7D Brownstone PLEASE TAG AS FOLLOWS: ACCL PANEL	1	29.69	29.69
HECS1	Single Connector Strap PLEASE TAG AS FOLLOWS: ACCL PANEL	1	7.19	7.19
HEFEC42P	Panel Finished End Covers 42.5H Option = $(P1) P1 Paint Opts Option = .P7D Brownstone PLEASE TAG AS FOLLOWS: ACCL PANEL	2	24.38	48.76
HECVH22P	Variable Height Connector Kit 22.5H Option = $(P1) P1 Paint Opts Option = .P7D Brownstone PLEASE TAG AS FOLLOWS: TYPE B ACCL PANEL TYPE B	1	29.69	29.69
HECSS	Extended Straight Connector	1	10.31	10.31

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PART NUMBER	DESCRIPTION	QTY	SELL	EXT. SELL
	Strap "S" PLEASE TAG AS FOLLOWS: TYPE B ACCL PANEL TYPE B			
HEFEC65P	Panel Finished End Covers 65H Option = $(P1) P1 Paint Opts Option = .P7D Brownstone PLEASE TAG AS FOLLOWS: TYPE B ACCL PANEL TYPE B	3	29.06	87.18
HRVEP2429R	Abound 29"H x 24"D Right End Panel Option = $(P1) P1 Paint Opts Option = .P7D Brownstone PLEASE TAG AS FOLLOWS: TYPE B SYS WKSF	1	95.31	95.31
HRVEP2429L	Abound 29"H x 24"D Left End Panel Option = $(P1) P1 Paint Opts Option = .P7D Brownstone PLEASE TAG AS FOLLOWS: TYPE B SYS WKSF	1	95.31	95.31
HSLP283618FFM	Contain 28Hx36Wx18D 2H Lateral Plinth MtlFrnts	1	699.19	699.19

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	Option = .BX Recessed Plinth Option = .R Radius Option = $(P1) P1 Paint Opts Option = .P7D Brownstone Option = $(MATCH) Match Case Option = .NA Match Case Option = .L Lock PLEASE TAG AS FOLLOWS: TYPE B CONTN LAT TYPE B			
HTWTH	Acc Hrztl Wall Track for OH Storage-60"W Option = .P Black PLEASE TAG AS FOLLOWS: TYPE B ACCL PANEL TYPE B	1	37.81	37.81
HCTL242	24D Cantilever One Pair Option = $(P1) P1 Paint Opts Option = .P7D Brownstone PLEASE TAG AS FOLLOWS: TYPE B SYS WKSF TYPE B	7	36.88	258.16
HOLEG24	29 1/2"Hx24"D Open Leg Option = $(P1) P1 Paint Opts Option = .P7D Brownstone PLEASE TAG AS FOLLOWS:	5	88.44	442.20

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PART NUMBER	DESCRIPTION	QTY	SELL	EXT. SELL
	TYPE B SYS WKSF TYPE B			
HSTB2W1	Bracket to attach Towers to Worksurfaces Option = $(P1) P1 Paint Opts Option = .P7D Brownstone PLEASE TAG AS FOLLOWS: TYPE B ST STO ACC TYPE B	1	37.50	37.50
HOLEG24	29 1/2"Hx24"D Open Leg Option = $(P1) P1 Paint Opts Option = .P7D Brownstone PLEASE TAG AS FOLLOWS: TYPE B SYS WKSF TYPE B	1	88.44	88.44
HIWMM	Ignition 2 Task Mid-back, ilira back Option = .Y2 Advanced Synchro-Tilt SeatSldr Option = .A Height and Width Adj. Arm Option = .H Hard Caster Option = .IF 4-Way Fog Option = $(1) Grade 1 Uph Option = .PBLE Pebble Option = 08 Talc Option = .TL Titanium Adjustable Lumbar Option = .SB Standard Base	3	419.56	1258.68

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SPECIALIST INFORMATION

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847-631-7168
Cell 847-951-9347
Fax 847-956-5869
fpullman@warehousedirect.com

SALESPERSON
EDWARD MOSCATELLI

PART NUMBER	DESCRIPTION	QTY	SELL	EXT. SELL
	Option = .TI Titanium PLEASE TAG AS FOLLOWS: TYPE B IGNITION2 TYPE B			
HH879072	Base In-Feed Cable Base 3-1 & 2-2 Systems PLEASE TAG AS FOLLOWS: TYPE B SYS ELEC TYPE B	1	100.94	100.94
HH871124	Electrical Pass-Thru Cable 25-1/2W 3-1 & 2-2 Systems PLEASE TAG AS FOLLOWS: TYPE B SYS ELEC TYPE B	1	57.50	57.50
HH871136	Electrical Pass-Thru Cable 36W 3-1 & 2-2 Systems PLEASE TAG AS FOLLOWS: TYPE B SYS ELEC TYPE B	5	57.50	287.50
HH871130	Electrical Pass-Thru Cable 30W 3-1 & 2-2 Systems PLEASE TAG AS FOLLOWS: TYPE B SYS ELEC	1	57.50	57.50

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PART NUMBER	DESCRIPTION	QTY	SELL	EXT. SELL
	TYPE B			
HH871160	Electrical Pass-Thru Cable 60W 3-1 & 2-2 Systems PLEASE TAG AS FOLLOWS: TYPE B SYS ELEC TYPE B	1	60.31	60.31
HH871502	Duplex Receptacle Circuit 2 3-1 & 2-2 Systems Option = .EY Brownstone PLEASE TAG AS FOLLOWS: TYPB B SYS ELEC	1	19.38	19.38
HH871501	Duplex Receptacle Circuit 1 3-1 & 2-2 Systems Option = .EY Brownstone PLEASE TAG AS FOLLOWS: TYPE B SYS ELEC	2	19.38	38.76
HH871504	Duplex Receptacle Circuit 4 3-1 & 2-2 Systems Option = .EY Brownstone PLEASE TAG AS FOLLOWS: TYPE B SYS ELEC	4	19.38	77.52
HH871503	Duplex Receptacle Circuit 3 3-1 System Only	1	19.38	19.38

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PART NUMBER	DESCRIPTION	QTY	SELL	EXT. SELL
	Option = .EY Brownstone PLEASE TAG AS FOLLOWS: TYPE B SYS ELEC			
HLSLZ5SC60	48"W External Stiffener Option = .P Black PLEASE TAG AS FOLLOWS: TYPE B LAM ACC TYPE B	3	63.46	190.38
H105R3072	72Wx30D Rectangle Worksurface Option = $(L1STD) Grd L1 Standard Laminates Option = .PINC Pinnacle Option = PINC Pinnacle PLEASE TAG AS FOLLOWS: OFFICE A 10500 SER OFFICE A	1	232.53	232.53
HHATB2S2LT	2 Stage 2 Leg Rectangle T Foot Option = $(P1) P1 Paint Opts Option = .P71 Black Option = .X Standard Glide Option = .UD Basic Up/Down PLEASE TAG AS FOLLOWS: OFFICE A HGT ADJ O OFFICE A	1	422.38	422.38
H10541X	10500 Series Cred Shell 72W x	1	401.15	401.15

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	24D x 29-1/2H Option = $(L1STD) Grd L1 Standard Laminates Option = .PINC Pinnacle Option = PINC Pinnacle PLEASE TAG AS FOLLOWS: OFFICE A 10500 SER OFFICE A			
H105301R	10500 Series Personal Wardrobe/Strg Cab 24W 24D 66-5/8"H Option = $(L1STD) Grd L1 Standard Laminates Option = .PINC Pinnacle Option = PINC Pinnacle PLEASE TAG AS FOLLOWS: OFFICE A 10500 SER OFFICE A	1	1230.53	1230.53
H105381K	10500 Series36"x18 1/2" Wall Mount Storage 2-Dr Locking Option = $(L1STD) Grd L1 Standard Laminates Option = .PINC Pinnacle Option = PINC Pinnacle PLEASE TAG AS FOLLOWS: OFFICE A 10500 SER OFFICE A	2	455.74	911.48
H10561X	10500 Series Return Shell 29-1/2H x 48W x 24D Option = $(L1STD) Grd L1 Standard Laminates	1	302.20	302.20

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	Option = .PINC Pinnacle Option = PINC Pinnacle PLEASE TAG AS FOLLOWS: OFFICE A 10500 SER OFFICE A			
H90056	10500 Series Tckbd for 72"W Stack on Strg Bck Enclosure Option = $(A) Grd A Fab Option = .LN Landscape Option = 35 Slate PLEASE TAG AS FOLLOWS: OFFICE A LAM ACC OFFICE A	1	189.49	189.49
HTLD36	Preside 36" Round Shaped Laminate Top Option = .G 2MM/Flat Option = PINC Pinnacle Option = .N No Grommets Option = $(L1STD) Grd L1 Standard Laminates Option = .PINC Pinnacle PLEASE TAG AS FOLLOWS: OFFICE A Laminate table tops OFFICE A	1	229.76	229.76
HTXLEG	Preside Aluminum X-Leg Option = $(P1) P1 Paint Opts Option = .P Black	1	265.24	265.24

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	PLEASE TAG AS FOLLOWS: OFFICE A Preside LM OFFICE A			
HWCUSUBA	Uph Seat Uph Back Arm Option = .LE679 Pinnacle Option = $(2) Grade 2 UPH Option = .WVL Wavelength Option = 14 Crest PLEASE TAG AS FOLLOWS: OFFICE A Confer OFFICE A	2	622.13	1244.26
HIWMM	Ignition 2 Task Mid-back, ilira back Option = .Y2 Advanced Synchro-Tilt SeatSldr Option = .A Height and Width Adj. Arm Option = .H Hard Caster Option = .IF 4-Way Fog Option = $(1) Grade 1 Uph Option = .PBLE Pebble Option = 08 Talc Option = .TL Titanium Adjustable Lumbar Option = .SB Standard Base Option = .TI Titanium PLEASE TAG AS FOLLOWS: OFFICE A IGNITION2 OFFICE A	1	419.56	419.56
H105R3072	72Wx30D Rectangle Worksurface	1	232.53	232.53

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	Option = $(L1STD) Grd L1 Standard Laminates Option = .PINC Pinnacle Option = PINC Pinnacle PLEASE TAG AS FOLLOWS: OFFICE B 10500 SER OFFICE B			
HHATB2S2LT	2 Stage 2 Leg Rectangle T Foot Option = $(P1) P1 Paint Opts Option = .P71 Black Option = .X Standard Glide Option = .UD Basic Up/Down PLEASE TAG AS FOLLOWS: OFFICE B HGT ADJ O OFFICE B	1	422.38	422.38
H10561X	10500 Series Return Shell 29-1/2H x 48W x 24D Option = $(L1STD) Grd L1 Standard Laminates Option = .PINC Pinnacle Option = PINC Pinnacle PLEASE TAG AS FOLLOWS: OFFICE B 10500 SER OFFICE B	1	302.20	302.20
H10541X	10500 Series Cred Shell 72W x 24D x 29-1/2H Option = $(L1STD) Grd L1 Standard Laminates Option = .PINC Pinnacle	1	401.15	401.15

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PART NUMBER	DESCRIPTION	QTY	SELL	EXT. SELL
	Option = PINC Pinnacle PLEASE TAG AS FOLLOWS: OFFICE B 10500 SER OFFICE B			
HIWMM	Ignition 2 Task Mid-back, ilira back Option = .Y2 Advanced Synchro-Tilt SeatSldr Option = .A Height and Width Adj. Arm Option = .S Black All-Surface Caster Option = .IF 4-Way Fog Option = $(1) Grade 1 Uph Option = .PBLE Pebble Option = 08 Talc Option = .TL Titanium Adjustable Lumbar Option = .SB Standard Base Option = .TI Titanium PLEASE TAG AS FOLLOWS: OFFICE B IGNITION2 OFFICE B	1	438.81	438.81
HTLD36	Preside 36" Round Shaped Laminate Top Option = .G 2MM/Flat Option = PINC Pinnacle Option = .N No Grommets Option = $(L1STD) Grd L1 Standard Laminates Option = .PINC Pinnacle PLEASE TAG AS FOLLOWS: OFFICE B	1	229.76	229.76

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PART NUMBER	DESCRIPTION	QTY	SELL	EXT. SELL
	Laminate table tops OFFICE B			
HTXLEG	Preside Aluminum X-Leg Option = $(P1) P1 Paint Opts Option = .P Black PLEASE TAG AS FOLLOWS: OFFICE B Preside LM OFFICE B	1	265.24	265.24
HWCUSUBA	Uph Seat Uph Back Arm Option = .LE679 Pinnacle Option = $(2) Grade 2 UPH Option = .WVL Wavelength Option = 14 Crest PLEASE TAG AS FOLLOWS: OFFICE B Confer OFFICE B	2	622.13	1244.26
H105302L	10500 Series Personal Wardrobe/Strg Cab 24W 24D 66-5/8"H Option = $(L1STD) Grd L1 Standard Laminates Option = .PINC Pinnacle Option = PINC Pinnacle PLEASE TAG AS FOLLOWS: OFFICE B 10500 SER OFFICE B	1	1230.53	1230.53
H105381K	10500 Series36"x18 1/2" Wall	2	455.74	911.48

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PART NUMBER	DESCRIPTION	QTY	SELL	EXT. SELL
	Mount Storage 2-Dr Locking Option = $(L1STD) Grd L1 Standard Laminates Option = .PINC Pinnacle Option = PINC Pinnacle PLEASE TAG AS FOLLOWS: OFFICE B 10500 SER OFFICE B			
H90056	10500 Series Tckbd for 72"W Stack on Strg Bck Enclosure Option = $(A) Grd A Fab Option = .LN Landscape Option = 35 Slate PLEASE TAG AS FOLLOWS: LAM ACC	1	189.49	189.49
H10502	10500 Series Floorstnd Full Ht Ped B/B/F 15-5/8W x 22-3/4D Option = $(L1STD) Grd L1 Standard Laminates Option = .PINC Pinnacle PLEASE TAG AS FOLLOWS: OFFICE A 10500 SER OFFICE A	1	395.39	395.39
H10502	10500 Series Floorstnd Full Ht Ped B/B/F 15-5/8W x 22-3/4D Option = $(L1STD) Grd L1 Standard Laminates Option = .PINC Pinnacle PLEASE TAG AS FOLLOWS: OFFICE B	1	395.39	395.39

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PART NUMBER	DESCRIPTION	QTY	SELL	EXT. SELL
	10500 SER OFFICE B			
HRVOH36FM	Abound Overhead-Metal Flipper Door 36" Option = $(P1) P1 Paint Opts Option = .P7D Brownstone Option = .L Lock PLEASE TAG AS FOLLOWS: TYPE B ABND OH ST TYPE B	1	252.50	252.50
HEWS65P	Wall Starter Kit for Panels 65H Option = $(P1) P1 Paint Opts Option = .P7D Brownstone PLEASE TAG AS FOLLOWS: TYPE B ACCL PANEL TYPE B	1	46.88	46.88
HNL30SHR	Shroud 30"D Option = .X No Grommet Option = $(L1STD) L1 Standard Lam Opts Option = .PINC Pinnacle PLEASE TAG AS FOLLOWS: OFFICE A CONCINNITY	1	523.19	523.19
HNL30SHR	Shroud 30"D Option = .X No Grommet	1	523.19	523.19

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	Option = $(L1STD) L1 Standard Lam Opts Option = .PINC Pinnacle PLEASE TAG AS FOLLOWS: OFFICE B CONCINNITY			
HUSLMOD1354	Laminate Modesty 13h x 54w Option = $(L1STD) Grd L1 Standard Laminates Option = .PINC Pinnacle Option = .PINC Pinnacle Option = .P Black PLEASE TAG AS FOLLOWS: OFFICE A Screens	1	334.15	334.15
HUSLMOD1354	Laminate Modesty 13h x 54w Option = $(L1STD) Grd L1 Standard Laminates Option = .PINC Pinnacle Option = .PINC Pinnacle Option = .P Black PLEASE TAG AS FOLLOWS: OFFICE B Screens	1	334.15	334.15
HH871136A	Electrical Pass-Thru Cable 36W 3-3-2 System PLEASE TAG AS FOLLOWS: SYS ELEC	1	57.50	57.50
HH871148A	Electrical Pass-Thru Cable 48W 3-3-2 System PLEASE TAG AS FOLLOWS:	2	60.31	120.62

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SALESPERSON
EDWARD MOSCATELLI

PART NUMBER	DESCRIPTION	QTY	SELL	EXT. SELL
	SYS ELEC			
HLED31AUO	31"LED Lt W/8"JmprCordDaisyChain(FOLLOWER) PLEASE TAG AS FOLLOWS: TYPE A OPTNL ACC	4	214.38	857.52
HLED31A	31" LED Light W/PwrSupplyForDaisyChain(STARTER) PLEASE TAG AS FOLLOWS: TYPE B OPTNL ACC	2	263.13	526.26
HLED31AS	31" LED LIGHT W/ POWER SUPPLY (SINGLE) PLEASE TAG AS FOLLOWS: TYPE B OPTNL ACC	1	240.00	240.00
HLED17AUO	17"LED Lt w/8"JmprCordDaisyChain(FOLLOWR) PLEASE TAG AS FOLLOWS: TYPE B OPTNL ACC	2	160.63	321.26
HLED31A	31" LED Light W/PwrSupplyForDaisyChain(STARTER) PLEASE TAG AS FOLLOWS: OFFICE A OPTNL ACC	1	263.13	263.13
HLED31AUO	31"LED Lt	1	214.38	214.38

Installation is available through Warehouse Direct.

50% deposit required on all orders over $5,000.
Warehouse Direct reserves the right to require a 50% deposit on any furniture order.
Please Note: A 3% fee will be charged for all credit card payments.
Quoted prices valid for 30 days from original date.

Please sign proposal to accept this non-returnable merchandise.
Accepted By:_____

SUB-TOTAL	
TAX	
TOTAL DUE	

WAREHOUSE DIRECT®
Furniture, Interiors & Design

PROPOSAL

PROPOSAL NUMBER	50397714-0
DATE	03/26/25
ACCOUNT / DEPT	164780 FINA
PROJECT NAME	WAREHOUSE DIRECT PROJECT
SPECIALIST	FERN PULLMAN
PAGE	42 of 42

2001 S MOUNT PROSPECT RD
DES PLAINES IL 60018

847-952-1925

BILLING ADDRESS

VILLAGE OF LIBERTYVILLE
HP BIG DEAL ACCT
FACILITIES
200 E COOK AVE
LIBERTYVILLE IL 60048

SPECIALIST INFORMATION

FERN PULLMAN
847-631-7168
Cell 847-951-9347
Fax 847-956-5869
fpullman@warehousedirect.com

SALESPERSON
EDWARD MOSCATELLI

PART NUMBER	DESCRIPTION	QTY	SELL	EXT. SELL
	W/8"JmprCordDaisyChain(FOLLOWER) PLEASE TAG AS FOLLOWS: OFFICE A OPTNL ACC			
HLED31AUO	31"LED Lt W/8"JmprCordDaisyChain(FOLLOWER) PLEASE TAG AS FOLLOWS: OFFICE B OPTNL ACC	1	214.38	214.38
HLED31A	31" LED Light W/PwrSupplyForDaisyChain(STARTER) PLEASE TAG AS FOLLOWS: OFFICE B OPTNL ACC	1	263.13	263.13
HLED31A	31" LED Light W/PwrSupplyForDaisyChain(STARTER) PLEASE TAG AS FOLLOWS: TYPE A OPTNL ACC	4	263.13	1052.52
FREIGHT68 WHD	FREIGHT	1	1412.40	1412.40
INSTALLATION WHD	INSTALLATION CHARGES RECEIVE, DELIVER AND INSTALL SYS PLUS	1	9150.00	9150.00
INSTALLATION WHD	INSTALLATION CHARGES REMOVAL OF EXISTING FURNITURE	1	4082.00	4082.00

Installation is available through Warehouse Direct.

50% deposit required on all orders over $5,000.
Warehouse Direct reserves the right to require a 50% deposit on any furniture order.
Please Note: A 3% fee will be charged for all credit card payments.
Quoted prices valid for 30 days from original date.

Please sign proposal to accept this non-returnable merchandise.
Accepted By:_____

SUB-TOTAL	71847.46
TAX	
TOTAL DUE	71847

WAREHOUSE DIRECT®
Furniture, Interiors & Design

PROPOSAL

PROPOSAL NUMBER	50397433-0
DATE	03/20/25
ACCOUNT / DEPT	164780 FINA
PROJECT NAME	WAREHOUSE DIRECT PROJECT
SPECIALIST	FERN PULLMAN
PAGE	1 of 1

2001 S MOUNT PROSPECT RD
DES PLAINES IL 60018

847-952-1925

BILLING ADDRESS

VILLAGE OF LIBERTYVILLE
HP BIG DEAL ACCT
FACILITIES
200 E COOK AVE
LIBERTYVILLE IL 60048

SPECIALIST INFORMATION

FERN PULLMAN
847-631-7168
Cell 847-951-9347
Fax 847-956-5869
fpullman@warehousedirect.com

SALESPERSON
EDWARD MOSCATELLI

PART NUMBER	DESCRIPTION	QTY	SELL	EXT. SELL
CARPET	- ALL WORK TO BE COMPLETED DURING NORMAL WORKING HOURS 7:00AM-3:30PM MONDAY-FRIDAY - AREA TO BE FREE OF ALL FURNITURE - ALL DEBRIS TAKEN TO YOUR DUMPSTER - FURNISH AND INSTALL PHILADELPHI HOOK UP COLOR SHOCKED - FLOOR PREP - REMOVE EXISTING AND SUPPLY NEW 4" VINYL BASE - RECEIVE HANDLE AND DELIVER TO SITE	1	2893.00	2893.00

Installation is available through Warehouse Direct.

50% deposit required on all orders over $5,000.
Warehouse Direct reserves the right to require a 50% deposit on any furniture order.
Please Note: A 3% fee will be charged for all credit card payments.
Quoted prices valid for 30 days from original date.

Please sign proposal to accept this non-returnable merchandise.
Accepted By:_____

SUB-TOTAL	2893.00
TAX	
TOTAL DUE	2893

CAPITAL PLAN

2025 *thru* 2029

Village of Libertyville, Illinois

Project #	ADM-FAC-015
Project Name	Village Hall Renovat ions/Updat es

Type	Improvement	Department	Administration & Finance
Useful Life	30 years	Contact	Finance Director
Category	Buildings		
Project Scope	New Project		
		Status	Active
		Total Project Cost:	$100,000

Description

The current office furniture is over 20 years old. The project will include renovations to the existing Village Hall space to create offices for the position of Assistant Finance Director and HR Manager. In addition, the first floor will be renovated to have a kitchenette, and new, more efficient cubicle office furniture.

Justification

The positions of Assistant Finance Director and HR Manager are currently seated in an open cubicle setting. Due to the nature of their roles they often require confidential discussions with employees or the drafting of confidential materials. The ability to have a closed door work option will allow for more productive and confidential work. In addition, the current cubicle set up is lacking efficiency and the equipment is over 20 years old.

Expenditures	2025	2026	2027	2028	2029	Total
Construction/Maintenance	100,000					100,000
Total	**100,000**					**100,000**

Funding Sources	2025	2026	2027	2028	2029	Total
Public Building Improvement Fund	100,000					100,000
Total	**100,000**					**100,000**

Budget Impact/Other

Agenda Item No. 3J

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 8, 2025

Agenda Item: Consideration of a Resolution Authorizing the Village Administrator to Destroy Certain Records in Accordance with Applicable Retention Schedules

Staff Recommendation: Approve Resolution

Staff Contact: Kelly Amidei, Village Administrator

Background: The Illinois State Statute outlines the requirements for municipalities related to record retention. The Statute requires approval by the State agency prior to any destruction or digitization of official Village documents.

Recently, the Village has been converting various documents to digitization while cleaning various Village storage areas in order to maximize existing space. Therefore, a significant amount of records are proposed for disposal. Although not required, staff is requesting approval for the destruction of the records prior to shredding and the recommended files are attached.

Staff recommends adoption of the resolution to authorize the Village Administrator to destroy the records in compliance with the State Statute.

Attachments:

1. Resolution
2. Listing of records

RESOLUTION NO. 25-R-

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR OF THE VILLAGE OF LIBERTYVILLE TO DESTROY CERTAIN RECORDS IN ACCORDANCE WITH APPLICABLE RETENTION SCHEDULES

WHEREAS, The Local Records Act (50 ILCS 205) was enacted in 1962 to regulate the preservation and disposal of public records for all units of local government in Illinois; and

WHEREAS, the law's purpose is to provide a statutorily compliant mechanism for managing records that are necessary for: the property functioning of government, the destruction of obsolete and valueless records, and the archival preservation of records that have long-term research value, and are not necessary for the routine operations of local government; and

WHEREAS, the Village of Libertyville follows the General Records Retention Schedule as well as the Local Records Retention Schedules applicable to municipalities such as the Village.

NOW THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Village of Libertyville, as follows:

SECTION ONE: The Village Administrator, in compliance with the Local Records Act, is hereby authorized and directed to destroy the records listed on Exhibit "A" attached hereto and made a part hereof.

PASSED this 8th day of April, 2025.

AYES:

NAYES:

APPROVED this 8th day of April, 2025.

_____

Donna Johnson, Mayor

_____

Margaret Clark, Village Clerk

EXHIBIT A

RECORDS DISPOSAL CERTIFICATE

APPLICATION #: _____

TO: Local Records Commission
Margaret Cross Norton Building
Springfield, IL 62756
217-782-7075

COUNTY: Lake

FROM: Village of Libertyville
(Agency Division)

ADDRESS: 118 W. Cook Avenue
(Street, P.O. Box)
Libertyville, IL 60048
(City, ZIP)

CONTACT TELEPHONE: (847) 918-2024

CONTACT EMAIL: kbliefernich@libertyville.com

Directions:
1. Fill in all blanks and columns.
2. Application item numbers must be listed in numerical order.
3. Record series titles must be listed as they appear on application.
4. Sign and send certificate to above address or email to recordsmgt@ilsos.gov.
5. Retain records until approved copy is returned.

APPLICATION ITEM NO.	RECORD SERIES TITLE	INCLUSIVE DATES	VOLUME OF RECORDS (Cu. Ft. or MB/GB)
3	Administrative Correspondence	2005-2010	3 cu. ft.
8	Application for Death and Birth Records	2011-2013	6 cu. ft.
12	Bids, specifications, proposals, R.F.P.'s	2009-2017	2 cu. ft.
18	Budget Worksheets	2009-2018	1 cu. ft.
22	Canceled Checks, Bank Statements, Deposit Slips	2014-2016	1 cu. ft.
44	Freedom of Information Act Requests and Denials	2009-2010	.25 cu. ft.
46	Illinois Municipal Retirement funds	1995-2017	2 cu. ft.
50	Insurance Records	2005-2010	1 cu. ft.
51	Invoices, Vouchers, Paid Bills	2014-2016	6 cu. ft.
53	Ledgers and Journals (all types)	1984-2004	3 cu. ft.
53	Ledgers and Journals (all types)	2014-2016	3 cu. ft.
54	Legal Case Files	2004	Negligible
61	Payroll Records	2009-2012	2 cu. ft.
			Total Volume from all pages Cu. Ft. 55.25 MB/GB _____

If any of the above records are microfilmed, I hereby certify that they have been reproduced in compliance with standards given in Sections 4000.50 and 4500.50 of the Regulations of the Local Records Commissions.
If the records are digitized, I certify that they have been reproduced in compliance with standards given in Sections 4000.70 / 4500.70 and will be maintained in compliance with standards given in Sections 4000.80 / 4500.80 of the Regulations of the Local Records Commissions.

_____
(Signature required only if records have been microfilmed or digitized.)

I hereby certify that, in compliance with authorization received from the Local Records Commission, the records listed above will be disposed of on or after:

Disposal date set by the ILSOS

Approved by ILSOS

Kelly A. Amidei
Signature of the Agency Official

3/25/2025
Submission Date

Kelly A. Amidei, Village Administrator
Print Agency Official name and title on line above

Prepared by: _____

Printed by authority of the State of Illinois by union employees. August 2024 — 1 — LR 4.17

RECORDS DISPOSAL CERTIFICATE
SUPPLEMENTAL PAGE

APPLICATION NO.: _____

COUNTY: Lake

FROM: Village of Libertyville
(Agency, Division)

APPLICATION ITEM NO.	RECORD SERIES TITLE	INCLUSIVE DATES	VOLUME OF RECORDS (Cu. Ft. or MB/GB)
61	Payroll Records	2014-2016	2 cu. ft.
70	Receipts/stubs (all types)	2019-2022	6 cu. ft.
75	State and Federal Tax Reports and Statements	2014-2016	3 cu. ft.
80	Time Records	2008-2017	1 cu. ft.
83	Utility Billing Stubs	2014-2023	6 cu. ft.
91	Water Meter Reading Records	2014-2022	4 cu. ft.
94	Worker's Compensation Records	2013-2017	1 cu. ft.
95	Worksheets for water, finance, Payroll, etc.	2019-2022	2 cu. ft.

Printed by authority of the State of Illinois. March 2015 — 1 — LR 33

Agenda Item No. 3K

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 8, 2025

Agenda Item: Consideration of a Confirming Resolution to Approve Change Order No. 1 with Bear Construction for the Rehabilitation of the Sunrise Rotary Park Gazebo

Staff Recommendation: Approve Resolution

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

---

Background: Bear Construction, through a joint purchasing agreement with Choice Partners submitted a proposal in the amount of $49,515.60 to complete the necessary rehabilitation work for the Sunrise Rotary Park gazebo. The scope of their proposal includes carpentry, roofing and painting services, with the goal of returning the gazebo to a safe, functional and visually appealing condition. The proposal also included a $5,000 owner's allowance for possible additional costs resulting from unforeseen field conditions. Bear Construction was awarded the contract with the passage of Resolution 24-R-175 on November 12, 2024.

Bear Construction started the project in March of this year and discovered during the demolition phase that the wood knee walls and posts were rotted and beyond repair. Bear Construction submitted a quote of $6,000 to replace the rotted materials. A contract change order in the amount of $1,000 with Bear Construction is now necessary. The previously mentioned $5,000 owner's allowance will offset the majority of the change order amount.

Staff recommends approval of change order no. 1 in the not-to-exceed amount of $1,000. The new contract amount will be $50,515.60. A confirming resolution is necessary because the work needed to be completed prior to formal approval in order to keep the project on schedule for completion. Sufficient funds are available for the change order in the Fiscal Year 2024/25 Annual Budget in the Park Improvement Fund (Account# 45-0000-0-782).

Staff recommends adoption of the attached confirming resolution to approve change order no. 1 with Bear Construction for the Rehabilitation of the Sunrise Rotary Park Gazebo in the not-to-exceed amount of $1,000 and authorize execution by the Village Administrator.

Attachments:
1. Confirming Resolution
2. Change Order Quote

RESOLUTION NO. 25-R-

A CONFIRMING RESOLUTION TO APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT BETWEEN THE VILLAGE OF LIBERTYVILLE AND BEAR CONSTRUCTION FOR THE REHABILITATION OF THE SUNRISE ROTARY PARK GAZEBO

WHEREAS, The Village approved a contract with Bear Construction for the Rehabilitation of the Sunrise Rotary Park Gazebo on November 12, 2024 with the passage of Resolution 24-R-175 in the amount of $49, 515.60; and

WHEREAS, during demolition, the wooden knee walls and posts were rotted beyond repair; and

WHEREAS, it was determined the best course of action was to have Bear Construction replace these elements using new lumber in the not to exceed amount of $1,000 to ensure the project is completed in a timely fashion; and

WHEREAS, this additional work will result in Change Order No. 1 to the contract; and

WHEREAS, the Village of Libertyville's FY 2024/25 Annual Budget provides sufficient funding in the Park Improvement Fund Account# 45-000-0-782 for the change order; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND 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: Change Order No. 1 is attached hereto as Exhibit A for a net increase not-to-exceed $1,000 to the contract, which results in a new total contract amount of $50,515.60, and by this reference incorporated herein and made part hereof this Resolution and hereby approved.

SECTION 3: The Village of Libertyville Board of Trustees approves Change Order No. 1 to the contract with Bear Construction for the Rehabilitation of the Sunrise Rotary Park Gazebo and authorizes the Village Administrator to execute said change order.

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

PASSED this _____ day of _____, 2025.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2025.

{Signature Page to Follow}

_____

Donna Johnson, Village President

ATTEST:

_____

Margaret Clark, Village Clerk

EXHIBIT A

CHANGE ORDER NO. 1

Contract Date:	November 12, 2024
Confirming Change Order No.:	1
Date:	April 8, 2025
Name of Project:	Rehabilitation of the Sunrise Rotary Park Gazebo
Owner:	Village of Libertyville
Contractor:	Bear Construction
Justification:	Replace rotted knee walls and posts with new lumber

Change of Contract Price:

Original Contract Price:	$49,515.60
Current Contract Price adjusted by Previous Change Orders:	$49,515.60
The Contract Price due to this Change Order will be increased or (decreased) by:	$ 1,000.00
The New Contract Price including this Change Order will be:	$50,515.60

This document shall become a supplement to the Contract and all provisions will apply hereto.

Approved:

_____ _____
Contractor – Bear Construction Date

Approved:

_____ _____
Owner – Village of Libertyville, Illinois Date

Paul Kendzior

From: Andre DiPaolo
Sent: Monday, March 17, 2025 11:28 AM
To: David Thornborough
Cc: Daniel Zivilik; Martin Wittrock; Walter Pretzer
Subject: Fw: Sunrise Gazebo - Additional Framing Replacement

Good morning David,

Please check the email from Bear Construction. I thought they were sending the emails to you as well.

Andre Di Paolo

Facilities Manager / Village Of Libertyville
(312)632-3150 adipaolo@libertyville.com

Libertyville
spirit of independence

From: Daniel Zivilik <DanZ@bearcc.com>
Sent: Thursday, March 13, 2025 3:39 PM
To: Mike Mata <mmata@libertyville.com>
Cc: Martin Wittrock <mwittrock@libertyville.com>; Andre DiPaolo <adipaolo@libertyville.com>; Walter Pretzer <WPretzer@bearcc.com>
Subject: Sunrise Gazebo - Additional Framing Replacement

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon Mike,

We started at the gazebo and removed all of the siding panels from the lower walls. Couple updates to pass along.

- After the siding and wall paneling was removed, the knee wall framing behind it was found to be completely rotted out. That framing had to be removed.
- We've also found that the lower portion of the posts are rotted as well and should be replaced.

Walt reviewed this with Andre on site today, so he got the rundown and saw the condition of the posts. I spoke with Walt and we're estimating that with labor and materials, the cost to remove and replace the posts, and to replace the knee wall framing is $5,500 - $6,000. Please let me know if we should proceed. We can also do the work on T&M not to exceed that amount. Whatever works best for you.

Thanks,

Daniel Zivilik
Project Executive
BEAR Construction Company
Cell: 847-521-2539
DanZ@bearcc.com

BEAR CONSTRUCTION
1501 Rohlwing Road
Rolling Meadows, IL 60008
bearcc.com | Locations

Celebrating **40** Years of Quality Construction Since 1984

Legal Disclaimer

Agenda Item No. 3L

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 8, 2025

Agenda Item: Consideration of a Resolution to Renew the Contract for the 2025 Pavement Rejuvenation Program with Corrective Asphalt Materials, LLC

Staff Recommendation: Approve Resolution

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

---

Background: The Village has successfully utilized a pavement rejuvenator product known as "reclamite" that is produced and installed by the firm Corrective Asphalt Materials (CAM). Reclamite is most suitable for streets that have just recently been resurfaced and extends the pavement life at a very nominal cost. For the past four years the Village utilized unit pricing from the Village of Winnetka's Municipal Partnering Initiative (MPI) Pavement Rejuvenation Joint Bid Contract. The Village of Winnetka competitively bid the Pavement Rejuvenation Program in February 2024 with three years of pricing.

Corrective Asphalt Materials (CAM) was the low bidder. Staff is proposing to once again utilize unit pricing from the MPI and renew the contract with CAM to rejuvenate streets recently repaved through various capital projects in past years. The cost of the proposed pavement rejuvenation work is $59,168.75 based on the $1.25/SY unit price. The Fiscal Year 2025/26 Annual Budget has $60,000 specifically designated for the pavement rejuvenation program in the Project Fund (Act. # 40-0000-0-773).

Staff recommends adoption of the attached Resolution to renew the contract for the annual Pavement Rejuvenation Program with Corrective Asphalt Materials, LLC in the amount of $59,168.75 and authorize execution by the Village Administrator.

Attachments:
1. Resolution
2. List of Streets
3. MPI Contract
4. CAM Proposal
5. Contract Renewal Signature Page
6. CIP Project Sheet

RESOLUTION 25-R-

A RESOLUTION TO RENEW THE CONTRACT FOR THE ANNUAL PAVEMENT REJUVENATION PROGRAM WITH CORRECTIVE ASPHALT MATERIALS, LLC

WHEREAS, Corrective Asphalt Materials, LLC ("CAM") was the low bidder for the 2024 Municipal Partnering Initiative ("MPI") Pavement Rejuvenation Joint Bid through the Village of Winnetka; and

WHEREAS, the pricing for the Joint Bid contract is in effect for three (3) years; and

WHEREAS, it is proposed to award the contract utilizing $1.25 per square yard to furnish and install 47,335 square yards of reclamite to rejuvenate the streets that were resurfaced recently via capital projects for a not-to-exceed amount of $59,168.75; and

WHEREAS, sufficient funds ($60,000) in the amount are available in the Village's Fiscal Year 2025/26 Annual Budget in the Project Fund (Account #40-0000-0-773) for this program.

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

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

SECTION 2: Approval of Contract Renewal. The Board of Trustees hereby approves the contract renewal for the annual Pavement Rejuvenation Program with Corrective Asphalt Materials, LLC in the amount of $59,168.75.

SECTION 3: Execution of Contract. The Village Administrator is hereby authorized to execute the contract renewal with Corrective Asphalt Materials, LLC for the annual Pavement Rejuvenation Program.

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

PASSED this ____ day of _____, 2025.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2025.

_____
Donna Johnson, Village President

ATTEST:

_____
Margaret Clark, Village Clerk

LIST OF STREETS

STREET	FROM/TO	APPROX. SYDS
ROCKLAND	GARFIELD AVENUE to CARTER STREET	2598 SY
CRANE BLVD	W. ROCKLAND ROAD to S. BUTTERFIELD RD	9261 SY
DYMOND	CRESTFIELD AVENUE to HARMS AVENUE	3845 SY
PARLIAMENT COURT	E. WINCHESTER to SOUTH END	2130SY
PARLIAMENT COURT	E. WINCHESTER to NORTH END	753 SY
BROADWAY	N. MILWAUKEE AVE to N. FOURTH ST	7210 SY
E. MAPLE	N. MILWAUKEE AVE to PARK PLACE	1413 SY
FINSTAD DRIVE	N. MILWAUKEE AVE to WEST END	1235 SY
AVALON LANE	E. WINCHESTER LANE to MINEAR DRIVE	1773 SY
HYATT DRIVE	AVALON LANE to SANDSTONE DRIVE	1183 SY
WILSHIRE COURT	WILSHIRE DRIVE to NORTH END	1047 SY
WILSHIRE DRIVE	PARADISE LANE to EAST END	2384 SY
PARADISE LANE	LAKE STREET to NORTH END	4497 SY
JEREMY LANE	W. WINCHESTER RD to WILSHIRE DRIVE	1298 SY
THOMAS COURT	PARADISE LANE to SOUTH END	3245 SY
W. AUSTIN AVE	CARTER STREET to ASH STREET	3463 SY
	Totals:	**47,335 SY**

Village of Winnetka, Illinois

510 Green Bay Road
Winnetka, IL 60093

Phone: (847) 501-6000 Fax: (847) 446-1139
General Email: tsloth@winnetka.org

REQUEST FOR BIDS:	#024-006	**BID ISSUE DATE:** 2/08/2024	
BID DESCRIPTION:	MPI JOINT BID: PAVEMENT REJUVENATION CONTRACT		
BID OPENING DATE:	2/28/2024	**BID OPENING TIME:** 10:00AM	
SUBMIT 1 ORIGINAL BID PACKAGE PLUS 2 COPIES			

BID RESPONSES MUST BE RECEIVED AND TIME STAMPED NO LATER THAN THE PUBLIC BID OPENING DATE AND TIME (LOCAL TIME) SPECIFIED ABOVE. BIDS WILL BE OPENED AND READ ALOUD AT THAT TIME AT THE LOCATION INDICATED ON PAGE 2. LATE BIDS WILL NOT BE CONSIDERED.

TO ALL PROSPECTIVE BIDDERS:

You are hereby requested to submit your bid for the item(s) or service(s) to be furnished and delivered, shipped F.O.B. delivered, to the address specified herein.

The original bid package and the required number of copies must be received in a sealed envelope that has your name and address in the upper left corner and the bid number on the lower left corner.

All bids are subject to staff analysis. The Village of Winnetka reserves the right to accept or reject any and all bids received and waive any and all technicalities.

Bids must be delivered and time stamped, prior to the public bid opening date and time to:	**VILLAGE OF WINNETKA FINANCE DEPARTMENT** **510 GREEN BAY ROAD** **WINNETKA, ILLINOIS 60093**

Any communication regarding this request between the date of issue and date of award is required to go through the Bid Coordinator or the Buyer listed below (or, in the Buyers absence, the Assistant Finance Director).

Unauthorized contact with other Village of Winnetka staff or officers is strictly forbidden.

BUYER:	Tim Sloth	PHONE:	(847)716-3513
EMAIL:	tsloth@winnetka.org		

FULL NAME OF BIDDER	Corrective Asphalt Materials, LLC
BID CONTACT PERSON	Mike Sumrall
TELEPHONE NUMBER	618-254-3855 / Direct 630-465-4142

FACSIMILE AND/OR E-MAIL TRANSMITTED BIDS WILL NOT BE ACCEPTED

PLEASE NOTE: Our bid documents have changed; please review carefully.

PROJECT INFORMATION

PROJECT NAME:	MPI JOINT BID: PAVEMENT REJUVENATION CONTRACT
USER DEPARTMENT:	PUBLIC WORKS

EVENT:	LOCATION:	DATE:	TIME:
Mandatory Pre-Bid Meeting	NONE	N/A	N/A
Deadline for Specification Inquiries	MUST BE SUBMITTED IN WRITING TO: TSLOTH@WINNETKA.ORG	2/22/2024	11:00am
Bidder's Response Due and Public Opening	WINNETKA VILLAGE HALL ATTN: DIRECTOR OF FINANCE 510 GREEN BAY ROAD WINNETKA, IL 60093	2/28/2024	10:00AM

Written questions regarding the substance of the bid or scope of services must be submitted via e-mail to tsloth@winnetka.org no later than the Pre-Bid Specification Inquiry Deadline indicated above.

VILLAGE OF WINNETKA
REQUEST FOR BIDS
MPI JOINT BID: PAVEMENT REJUVENATION CONTRACT

BID PACKAGE

1. Invitation for Bidder's Proposals
2. General Instructions to Bidders
3. Bidder's Proposal
4. Bidder's Sworn Acknowledgement
5. Bidder's Sworn Work History Statement

Attachment A: Specifications

VILLAGE OF WINNETKA
REQUEST FOR BIDS
MPI JOINT BID: PAVEMENT REJUVENATION CONTRACT

BID PACKAGE

INVITATION FOR BIDDER'S PROPOSALS

OWNER: Village of Winnetka
510 Green Bay Road
Winnetka, IL, 60093

1. Invitation to Bid

Owner invites sealed Bidder's Proposals for the Work described in detail in Attachment A and generally described as follows:

The Village of Winnetka, on behalf of the Municipal Partnering Initiative, is accepting bids relating to the application of pavement rejuvenation agents. This work shall consist of furnishing all labor, material and equipment necessary to perform all operations for the application of an Emulsified Maltene-Based Asphalt Rejuvenating Agent and CRF Maltene-Based Asphalt Restorative Seal to bituminous asphaltic concrete surface courses. The rejuvenation of surface courses shall be by spray application of a cationic Maltene-Based Rejuvenating Agent and Maltene-Based Restorative Seal composed of petroleum oils and resins emulsified with water. The base used for the emulsion shall be naphthenic. All work shall be pricing in accordance with this bid proposal. **Members of the MPI will enter into contracts individually with Contractors and member awards are not bound to one-another.**

The Work shall be performed at the following Work Sites:

To be determined in each member's Contract with the Contractor.

2. The Bid Package

The Bid Package consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

A. Invitation for Bidder's Proposals;

B. General Instructions to Bidders;

C. Addenda, if any are issued during the bidding process;

D. Bidder's Proposal;

E. Bidder's Sworn Acknowledgement;

F. Bidder's Sworn Work History Statement;

G. Other information submitted by Bidder, if requested during the bidding process;

4. Inspection and Examination

Bid Documents may be obtained as follows:

1. On-line: This document is available over the Internet at www.DemandStar.com, as well as from the contact listed in this document. Adobe Acrobat Reader is required to view electronic documents on-line. If you do not have Adobe Acrobat Reader, you may download it for free from Adobe at www.adobe.com/products/acrobat/readstep.html.

   Businesses without Internet access may contact the Finance Director at (847)716-3513 or tsloth@winnetka.org for these documents.

   Companies interested in doing business with the Village of Winnetka are able to register and maintain their registration via the Internet at www.DemandStar.com. Registration is not required but if you choose to register you will receive automatic initial notification from DemandStar of relevant opportunities with the Village of Winnetka.

   The Village of Winnetka is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from this website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

   On-line Provider Disclaimer. DemandStar.com has no affiliation with the Village of Winnetka other than as a service that facilitates communication between the Village and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the Village. Communications to DemandStar.com do not constitute communications to the Village.

Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bid Package. Each prospective Bidder shall inspect in detail the Work Sites and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work and the Work Site. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bid Package and the conditions of the Work Site and the surrounding area.

The specifications may include the Illinois Department of Transportation's General Conditions of the Contract, "State of Illinois Standard Specifications for Road and Bridge Construction" (SSRB); "Standard Specifications for Water and Sewer Main Construction in Illinois" (SSWS); "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD). The specifications also may include Owners' Village Code and Building Code. References to any of these manuals, codes, and specifications means the latest editions effective on the date of the bid opening.

5. Pre-Bid Meeting

None.

6. Bid Opening

The owner will receive sealed Bidder's Proposals for the Work by ***10 o'clock, a.m., local time, February 28th, 2024, at the Village of Winnetka Finance Department, Village of Winnetka, 510 Green Bay Road, Winnetka, IL 60093***. Bid will be opened and read aloud on February 28, 2024, at 10:00 AM. Bidders or their agents are invited to be present.

7. Bid Security, Bonds and Insurance

A. Bid Security. Each Bidder's Proposal shall be accompanied by a security deposit of $25,000 in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in a form satisfactory to Owner from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide.

B. Performance and Payment Bonds. The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond on award of each individual Contract, each in the penal sum of the full amount of the Contract Price, on forms provided by, or otherwise acceptable to, Owner, from a surety company meeting the requirements set forth above. Each Bidder's Proposal must be accompanied by a letter from such a surety company stating that it will execute Bonds on forms provided by, or otherwise acceptable to, Owner, on award of the Contract to Bidder.

C. Insurance. The successful Bidder will be required to furnish certificates and policies of insurance as required by Section 4.2 of the Contract on award of the Contract. Each Bidder's Proposal must be accompanied by a letter from Bidder's insurance carrier or its agent certifying that said insurer has read the requirements set forth in the Contract and will issue the required certificates and policies of insurance on award of the Contract to Bidder.

DATED: February 8, 2024

VILLAGE OF WINNETKA

By: Tim Sloth
Name

Finance Director
Title

VILLAGE OF WINNETKA
REQUEST FOR BIDS
MPI JOINT BID: PAVEMENT REJUVENATION CONTRACT

BID PACKAGE

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VILLAGE OF WINNETKA
REQUEST FOR BIDS
MPI JOINT BID: PAVEMENT REJUVENATION CONTRACT

BID PACKAGE

GENERAL INSTRUCTIONS TO BIDDERS

1. Interpretation of Documents Included in Bid Package

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

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

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

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

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

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

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

2. Calculation of Unit Price Proposals

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

3. Prevailing Wages

In accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., not less than the prevailing rate of wages for similar work in the locality in which the Work is to be performed shall be paid to all laborers. Specific provisions relating to the Prevailing Wage Act, and required of the Contractor, are included in the Contract. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract.

4. Taxes and Benefits

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

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

5. Permits and Licenses

Except as otherwise expressly provided in the Contracts awarded by the various MPI agencies, Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

6. Preparation of Bidder's Proposal

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owner and included in the Bid Package. The Bidder's

Proposal form included in the Bid Package shall be removed from the Bid Package prior to preparation for submission.

The Village typically provides an electronic spreadsheet for submitting schedules of prices. If the Village requests handwritten proposals, then entries on the those proposal form shall be entered or written legibly written in ink. In case of any conflict between words and numbers, words shall prevail. In case of any error in adding or multiplying individual items, the prices listed for individual items shall control over any incorrect total of such items. A Bidder's Proposal may be rejected if it does not contain a requested price for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" to Owner for any item left blank.

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

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

Each Bidder shall complete and securely staple into its Bidder's Proposal the Bidder's Sworn Acknowledgement and the Bidder's Sworn Work History Statement included in the Bid Package, and shall staple into its Bidder's Proposal the Bid Security and the surety and insurance commitment letters as specified in the Invitation for Bidder's Proposals.

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

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

7. Signature Requirements

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

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

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

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

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

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

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

8. Bid Security

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

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

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

9. Submission of Bidder's Proposal

One original and two copies of each Bidder's Proposal, properly signed, together with all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Invitation for Bidder's Proposals. All Bidder's Proposals received after the time for the opening of bids specified in the Invitation for Bidder's Proposals will be returned unopened.

Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. All Addenda will be considered part of each Bidder's Proposal whether attached or not.

10. Withdrawal of Bidder's Proposal

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any Bidder's Proposal. The withdrawal of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of 60 days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said 60 day period, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner after said 60 day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract pursuant to the Invitation for Bidder's Proposals or until Owner affirmatively and in writing rejects such Bidder's Proposal.

11. Qualification of Bidders

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

B. Additional Information. Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations and plant of Bidder that is available for the Work. Information pertaining to financial resources, experience of personnel, contract defaults, litigation history, and pending construction projects may also be requested.

C. Final Determination. The final selection of the successful Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders,

Owner's knowledge of the Bidders' performance on other relevant projects, any additional information submitted by Bidders to satisfy Owner that Bidders are adequately prepared to fulfill the Contract, and all other relevant facts or matters mentioned in the Bid Package or that Owner may legally consider in making its determination. **Members of the MPI will enter into contracts individually with Contractors and member awards are not bound to one-another.**

12. Disqualification of Bidders

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

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

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

13. Award of Contract

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

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

C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within 45 days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such 45 day period, Owner may accept any Bidder's Proposal for which the date for acceptance has been extended as provided in Section 10 of these General Instructions to Bidders in order to avoid the need for re-advertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended. **Members of the MPI will enter into contracts individually with Contractors and member awards are not bound to one-another.**

14. Notice of Award; Effective Date of Award

If the Contract is awarded by Owner, such award shall be effective when a Notice of Award in the form included in the Bid Package has been delivered to the successful Bidder ("Effective Date of Award"). Owner will prepare two copies of the Contract based on Bidder's Proposal and will submit them to the successful Bidder with the Notice of Award. **Members of the MPI will enter into contracts individually with Contractors and member awards are not bound to one-another.**

15. Finalization of Contract

A. Finalization Date. Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all conditions precedent to signing the Contract before the 10th day after the Effective Date of Award or within such extended period as Owner may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award ("*Finalization Date*").

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

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

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

C. Finalization. On the Finalization Date, and provided that all documents required to be submitted prior to or on the Finalization Date have been reviewed and determined by Owner to be in compliance with these General Instructions to Bidders and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract and tender one copy to the successful Bidder at the Finalization. The successful Bidder shall tender a copy to its surety company or companies.

16. Failure to Execute

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

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

17. Proprietary Information

Under the Illinois Freedom of Information Act, all records in the possession of the Village are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2. One exemption is "[t]rade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The Village will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an unredacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception. The Village FOIA Officer is the final authority on judging proposed document redactions.

VILLAGE OF WINNETKA
REQUEST FOR BIDS
MPI JOINT BID: PAVEMENT REJUVENATION CONTRACT
BID PACKAGE

BIDDER'S PROPOSAL

Full Name of Bidder Corrective Asphalt Materials, LLC ("Bidder")

Principal Office Address 300 Daniel Boone Trail, South Roxana, IL 62087

Local Office Address 43W630 Wheeler Road, Sugar Grove, IL 60554

Contact Person Mike Sumrall Telephone 618-254-3855 / direct 630-465-4142

TO: Village of Winnetka ("Owner")
510 Green Bay Road
Winnetka, IL 60093
Attention: Village Clerk

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

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

1. Work Proposal

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

in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

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

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

2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

SCHEDULE OF PRICES

A. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

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

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

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

All claim or right to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

Option 1: Reclamite Turn Key Application - Contractor handles all responsibilities below:

1. Furnish and apply **Reclamite**
2. Furnish and apply lime screenings
3. All Traffic control and signs related to project
4. Handle any complaints or issues that may arise from application
5. Resident notification
6. Pre-street sweeping, if field conditions require
7. Post street sweeping/material disposal

Amount (Square Yards)	Price/SY Year 1	Price/SY Year 2	Price/SY Year 3
Less than or equal to 14,999 SY	$1.34	$1.39	$1.45
15,000 SY – 29,999 SY	$1.26	$1.31	$1.36
30,000 SY – 99,999 SY	$1.20	$1.25	$1.30
Greater than or equal to 100,000 SY	$1.14	$1.19	$1.24

Option 2: Reclamite CONTRACTOR Handles items 1,2,3,4 & Agency handles items 5,6,7

Amount (Square Yards)	Price/SY Year 1	Price/SY Year 2	Price/SY Year 3
Less than or equal to 14,999 SY	$1.24	$1.29	$1.34
15,000 SY – 29,999 SY	$1.18	$1.23	$1.28
30,000 SY – 99,999 SY	$1.14	$1.19	$1.23
Greater than or equal to 100,000 SY	$1.08	$1.12	$1.17

Option 3: CRF Turn Key Application - Contractor handles all responsibilities below:

1. Furnish and apply **CRF**
2. Furnish and apply lime screenings
3. All Traffic control and signs related to project
4. Handle any complaints or issues that may arise from application
5. Resident notification
6. Pre-street sweeping, if field conditions require
7. Post street sweeping/material disposal

Amount (Square Yards)	Price/SY Year 1	Price/SY Year 2	Price/SY Year 3
Less than or equal to 14,999 SY	$1.82	$1.89	$1.97
15,000 SY – 29,999 SY	$1.70	$1.77	$1.84
30,000 SY – 99,999 SY	$1.64	$1.71	$1.77
Greater than or equal to 100,000 SY	$1.59	$1.65	$1.72

Option 2: CRF CONTRACTOR Handles items 1,2,3,4 & Agency handles items 5,6,7

Amount (Square Yards)	Price/SY Year 1	Price/SY Year 2	Price/SY Year 3
Less than or equal to 14,999 SY	$1.66	$1.73	$1.80
15,000 SY – 29,999 SY	$1.56	$1.62	$1.69
30,000 SY – 99,999 SY	$1.52	$1.58	$1.64
Greater than or equal to 100,000 SY	$1.47	$1.53	$1.59

3. Contract Time Proposal

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "Commencement Date" set forth in each member's Contract.

4. Firm Proposal

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

5. Bidder Representations

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

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

C. Qualified. Bidder warrants and represents that it has met and will meet all required standards set forth in Owner's Responsible Bidder Ordinance M-66-11 and that Bidder has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish on request, within two business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

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

6. Surety and Insurance

Bidder herewith tenders surety and insurance commitment letters as specified in Section 6 of the Invitation for Bidder's Proposals.

7. Bid Security

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond as specified in Section 6 of the Invitation for Bidder's Proposals for $25,000 ("*Bid Security*").

8. Owner's Remedies

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

9. Owner's Rights

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

10. Bidder's Obligations

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

11. Terms of the Contract

The prices will be in effect for a minimum of **thirty-six (36) months.** Upon mutual agreement, each community may extend the contract at any time, (automatically renewed annually) but may be canceled by either party at any time by giving sixty (60) days written notice sent by registered mail, prior to date of termination.

DATED: 2-26, 2024.

Bidder	Attest
By: _____	By: _____
Title: Member	Title: Operations Coordinator

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7, FOR SIGNATURE REQUIREMENTS

VILLAGE OF WINNETKA
REQUEST FOR BIDS
MPI JOINT BID: PAVEMENT REJUVENATION CONTRACT

BID PACKAGE

BIDDER'S SWORN ACKNOWLEDGEMENT

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

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

COMPLETE APPLICABLE SECTION ONLY

1. Corporation

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

The officers of the corporation are as follows:

TITLE	NAME	ADDRESS
President	_____	_____
Vice President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____

2. Partnership

Bidder is a partnership that is organized, existing and registered under the laws of the State of Illinois pursuant to that certain Partnership Agreement dated as of 01/01/2018, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Corrective Asphalt Materials, LLC.

The general partners of the partnership are as follows:

NAME	ADDRESS
Anthony J. Witte, Jr.	300 Daniel Boone Trail, South Roxana, IL 62087
Marc Taillon	300 Daniel Boone Trail, South Roxana, IL 62087

3. Individual

Bidder is an individual as follows:

Full name: _____

Residence address: _____

Business address: _____

If operating under a trade or assumed name that name is: _____

4. Joint Venture

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

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

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

ACKNOWLEDGEMENT

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

DATED: 2-26, 2024.

Bidder

By: _____

Title: Member

Attest

By: _____

Title: Operations Coordinator

Subscribed and Sworn to before me on 2-26th, 2024.

_____
Notary Public

My commission expires: 8-15, 2026

OFFICIAL SEAL
JENNIFER K. SCHOEN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 8/15/26

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7, FOR SIGNATURE REQUIREMENTS

VILLAGE OF WINNETKA
REQUEST FOR BIDS
MPI JOINT BID: PAVEMENT REJUVENATION CONTRACT

BID PACKAGE

BIDDER'S SWORN WORK HISTORY STATEMENT

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

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

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

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

1. Nature of Business

State the nature of Bidder's business: Manufacture and apply asphalt maintenance products

2. Composition of Work

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

0.00 % Federal	93.1 % As Contractor	80 % Bidder's Forces
98.2 % Other Public	6.9 % As Subcontractor	10 % Subcontractors
1.8 % Private		10 % Materials

3. Years in Business

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 20 years

4. Predecessor Organizations

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

NAME	ADDRESS	YEARS

5. Business Licenses

List all business licenses currently held by Bidder:

ISSUING AGENCY	TYPE	NUMBER	EXPIRATION
See Attached			

6. Related Experience

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

	PROJECT ONE	PROJECT TWO	PROJECT THREE
Owner Name	Kane County	Lake County	DeKalb County
Owner Address	14W011 Burlington Rd. St. Charles, IL 60175	600 W. Winchester Rd. Libertyville, IL	1826 Barber Green Rd. DeKalb, IL
Reference	David Sitko	Julian Rozwadowski	Nathan Schwartz
Telephone Number	(630) 313-0754	(847) 377-7506	(815) 756-9513
Type of Work	Furnish & Apply Reclamite	Furnish & Apply Reclamite	Furnish & Apply Reclamite

WORK HISTORY STATEMENT

	PROJECT ONE	PROJECT TWO	PROJECT THREE
Contractor (If Bidder was) (Subcontractor)			
Amount of Contract	$465,078.99	$779,535.52	$94,765.52
Date Completed	08/28/2023	7/23/2019	7/9/2020

DATED: 2-26, 2024.

Bidder

By: [signature]

Title: Member

Attest

By: [signature]

Title: Operations Coordinator

Subscribed and Sworn to before me on 2-26th, 2024.

[signature]

Notary Public

My commission expires: 8-15, 2026

OFFICIAL SEAL
JENNIFER K. SCHOEN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 8/15/26

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7, FOR SIGNATURE REQUIREMENTS

Corrective Asphalt Materials, LLC **Business/Contractor License List**

Issuing Agency	State	Type	Number
State of Alabama	**Alabama**	Contractor License	49050
State of Arkansas Commercial Contractors Licensing Board	**Arkansas**	Contractor License	10262
Arkansas Dept of Finance	**Arkansas**	Franchise Tax/Annual Report	65770632-FRN
IDOT	**Illinois**	Certificate of Eligibility	668C
IDOT	**Illinois**	Subcontractor Registration	14679
Village of Arlington Heights	**Illinois**	Contractor License	24-00023014
Village of Lake Barrington	**Illinois**	Contractor's License	943
Village of Lake in the Hills	**Illinois**	Contractor License	L012058-052623
City of North Chicago	**Illinois**	Specialtity (Contractor) License	LIC2023-0151
City of Orland Park	**Illinois**	Contractor License	CL-24-26762
Village of Schaumburg	**Illinois**	Contractor License	70808
Village of Skokie	**Illinois**	Contractor's License	
City of Urbana	**Illinois**	EEO Certification	23-A265
Village of Wilmette	**Illinois**	Contractor Business License	13328
SIUE Prequal	**Illinois**	Preqaulification	
Iowa Secretary of State	**Iowa**	Certificate of Authority	411104
Louisiana Secretary of State	**Louisiana**	Certificate of Authority	43898011Q
Louisiana, Board of Contractors	**Louisiana**	Contractors License	70187
Minnesota Secretary of State	**Minnesota**	Certificate of Authority	8802136700028
New Brighton	**Minnesota**	Contractor License	202376101
City of Ramsey	**Minnesota**	Contractor License	2023118
State of Mississippi Board of Contractors	**Mississippi**	Contractor License	22254-SC
Mississippi Secretary of State	**Mississippi**	Certificate of Authority	1104746
Missouri Secretary of State	**Missouri**	Certificate of Authority	FL0010522
MODOT	**Missouri**	Contractor Questionaire	28080
City of Columbia	**Missouri**	Business License	BL012311
City of Crestwood	**Missouri**	Contractor's Business License	4210
City of Hermann	**Missouri**	Business License	49
city of Jackson	**Missouri**	Contractor License	23-0010
City of Jefferson	**Missouri**	Business License	9314
City of Kansas City	**Missouri**	Business License	lo120988416
City of Kirkwood	**Missouri**	Contractor License	21-00005859
City of Lake St. Louis,	**Missouri**	Business License	CL23-0000072
City of Osage Beach	**Missouri**	Contractor License	3968
City of Washington	**Missouri**	Business License	17979
City of Springfield	**Missouri**	Business License	BUS2019-00582
City of St. Charles	**Missouri**	Contractor License	14953
North Dakota Secretary of State	**North Dakota**	Certificate of Authority	40887600
North Dakota Secretary of State	**North Dakota**	Contractor License	55048 Class C
Department of Public Works, Madison WI	**Wisconsin**	Preqaulification	
Wisconsin Department of Financial Institutions	**Wisconsin**	Certificate of Authority	C093823

VILLAGE OF WINNETKA
MPI JOINT BID: PAVEMENT REJUVENATION CONTRACT

ATTACHMENT A

SPECIFICATIONS

A. **General Scope:** This work shall consist of furnishing all labor, material and equipment necessary to perform all operations for the application of Emulsified Maltene-Based Asphalt Rejuvenating Agent and CRF Maltene-Based Asphalt Restorative Seal to bituminous asphaltic concrete surface courses. The rejuvenation of surface courses shall be by spray application of a cationic Maltene-Based Rejuvenating Agent or Maltene-Based Restorative Seal composed of petroleum oils and resins emulsified with water. The base used for the emulsion shall be naphthenic. All work shall be in accordance with the specifications, any applicable drawings, and subject to the terms and conditions of this contract.

B. **Pre-Construction:** The CONTRACTOR shall present samples of materials, laboratory reports, calibration reports, and proof of work experience as required by these specifications to the Resident Engineer at the pre-construction meeting.

C. **Material Specifications:**

1. **Emulsified Maltene-Based Asphalt Rejuvenating Agent**

The emulsion will be a naphthenic maltene-based rejuvenating agent composed of four maltene components (listed below) uniformly emulsified with water. Each bidder must submit with his bid a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

NAPHTHENIC MALTENE-BASED ASPHALT REJUVENATOR SPECIFICATIONS

Property	Test Method	Requirements
Viscosity @ 25°C, SFS	ASTM D244	15-40
Residue, w%	ASTM D244 (Mod)[3]	60-65
Miscibility Test	ASTM D244 (Mod)[2]	Pass
Sieve Test, w%	ASTM D244 (Mod)[1]	0.1 Max.
Particle Charge Test	ASTM D244	Positive
Tests on Distillation Residue:		
Flash Point, COC, C	ASTM D92	196 Min.
Viscosity @ 60°C, C	ASTM D2170	100-200
Asphaltenes, w%	ASTM D2006-70	1.00 Max.

Maltene Dist. Ratio $\frac{\text{(Polar Compounds)+(First Acidaffins)}}{\text{(Saturates)+(Second Acidaffins)}}$	ASTM D2006-70	0.3-0.6
Polar Compounds/Saturates Ratio	ASTM D2006-70	0.5 Min.
Asphaltenes, w%	ASTM D2006-70	1.0 Max.
Saturated Hydrocarbons, w%	ASTM D2006-70	21-28

[1] Test procedure identical with ASTM D-244 except that distilled water shall be used in place of two (2) percent sodium oleate solution.

[2] Test procedure identical with ASTM D-244 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.

[3] ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 C (300 F) until foam ceases, then cool immediately and calculate results.

2. CRF Maltene-Based Asphalt Restorative Seal

The emulsified asphalt restoring agent shall be a naphthenic petroleum maltene-based rejuvenating agent composed of four maltene components (listed below) uniformly emulsified with water. Each bidder must submit with his bid a certified statement from the asphalt restoring agent's manufacturer showing that the emulsified product conforms to the requirements below:

NAPHTHENIC EMULSIFIED ASPHALT RESTORING AGENT REQUIREMENTS

Property	Test Method	Requirements
Viscosity @ 25°C, SFS	ASTM D244	25-150
Residue, w%	ASTM D244 (Mod)[2]	64 Min.
1-DAY Settlement, w%	ASTM D244	1.0 Max.
Sieve Test, w%	ASTM D244 (Mod)[1]	0.1 Max.
Particle Charge Test	ASTM D244	Positive
Tests on the Residue:		
Viscosity @ 60°C, cSt	ASTM D2170	1000-4000
Maltene Dist. Ratio $\frac{\text{(Polar Compounds)+(First Acidaffins)}}{\text{(Saturates)+(Second Acidaffins)}}$	ASTM D2006-70	0.7-1.1
Polar Compounds/Saturates Ratio	ASTM D2006-70	0.5 Min.
Asphaltenes, w%	ASTM D2006-70	14.0 Max.

[1] Test procedure identical with ASTM D-244 except that distilled water shall be used in place

of two (2) percent sodium oleate solution.

[2] ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 C (300 F) until foam ceases, then cool immediately and calculate results.

D. **Material Performance:**

1. Emulsified Maltene-Based Asphalt Rejuvenating Agent

The asphalt rejuvenating agent shall have the capability to penetrate the asphalt pavement surface and performing as follows. The asphalt rejuvenating agent shall be absorbed and incorporated into the asphalt binder. Verification that said incorporation of the asphalt rejuvenating agent into the asphalt binder has been effected shall be by analysis of the chemical properties of said asphalt binder i.e. viscosity shall be reduced by petroleum maltene fraction replacement method to the following extent. For pavements receiving the first or original application of rejuvenating agent the viscosity shall be reduced by an AVERAGE of thirty-five, (35%) percent as determined by dynamic shear rheometer (DSR) method for asphalt testing in accord with AASHTO T315-05. For retreated pavements after an initial treatment with the asphalt rejuvenator the viscosity shall be reduced by petroleum maltene replacement method a minimum of twenty percent (20%) as determined by dynamic shear rheometer (DSR) method for testing in accord with AASHTO T315-05. In addition the phase angle shall be increased. This analysis shall apply to extracted asphalt binder, taken from cores extracted fifteen to thirty days following application, in the upper three eights inch (3/8") of pavement. In addition the treated areas shall be sealed in-depth to the intrusion of air and water.

When directed by the Engineer, the Contractor shall have the following additional testing performed at the cost of the owner. The extracted asphalt binder taken from the treated and untreated cores as heretofore outlined shall be further tested per ASTM D-2006-70 Rostler Analysis. The results of this testing shall indicate a decrease in the percent asphaltene content for the treated samples as compared to the untreated samples.

2. CRF Maltene-Based Asphalt Restorative Seal

The restoring agent shall have a record of satisfactory service as an emulsified asphalt restoring agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to decrease the viscosity and increase the penetration value of the asphalt binder as follows. The viscosity shall be reduced by a minimum of 20 percent and the penetration value shall be increased by a minimum of 15 percent. Testing shall be performed on extracted asphalt cement from a pavement to a depth of three eights inch (3/8"). In addition, the pavement shall be in-depth sealed to the intrusion of air and water.

The bidder must submit with their bid the manufacturer's certification that the material proposed for use is in compliance with the emulsified asphalt restoring agent requirements.

E. **Product Standards**: The product "Reclamite"® produced by Tricor Refining, LLC is the standard for the naphthenic emulsified maltene-based asphalt rejuvenating agent requirements and the prices quoted on the Bid Sheet Base Bid shall be for one of these standards.

The product "CRF"® as previously manufactured by Witco Corporation-Golden Bear Oil is the standard for the emulsified maltene-based asphalt restoring agent requirements and the prices quoted on the Bid Sheet Base Bid shall be for the "CRF"® standard.

F. **Applicator Experience:** The asphalt rejuvenating agent and restorative seal shall be applied by an experienced applicator of such material. The bidder shall have a minimum of 5 years' experience in applying the product proposed for use on municipal streets. The Contractor must submit with his bid a list of five (5) projects on which he applied said rejuvenator or restorative seal. They shall indicate the project dates, number of square yards treated in each and the name and phone number of the manager in charge of each project.

A project superintendent knowledgeable and experienced in application of the asphalt rejuvenating agent and restorative seal must be present and in control of each day's work. The bidder shall submit at the preconstruction meeting a written experience outline of the project superintendent.

G. **Application Temperature and Weather Limitations:** The temperature of the asphalt rejuvenating agent and restorative seal, at the time of application shall be as recommended by the manufacturer. The asphalt rejuvenating agent and restorative seal shall be applied only when the existing surface to be treated is thoroughly dry. The asphalt rejuvenating agent and restorative seal shall not be applied when the ambient temperature is below 35 degrees Fahrenheit. It shall be the discretion of the Resident Engineer to determine when weather conditions are not appropriate for the application to occur. Contractor shall halt the application process when so ordered by the Resident Engineer. The contractor cannot perform the work without the Resident Engineer consent if rain is forecasted between the time aggregates will be placed and when aggregates will be swept up.

H. **Handling of Materials:** Contents in tank cars or storage tanks shall be circulated at least forty-five minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate or restoring seal concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two (2) materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor which shall be used as a spreader. The distributor truck will be cleaned of all of its asphalt materials, and washed out to the extent that no discoloration of

the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to inspection and the Contractor shall halt the application process when so ordered by the Project Manager.

I. **Application Equipment:** The distributor for spreading the emulsions shall be self- propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent or restorative seal uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed five (5) percent of the specified rate. Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank. A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Resident Engineer. The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply 2 pound to 6 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as to not broadcast sand onto driveways or lawns. The sand to be used shall be free flowing, without any leaves, dirt, stones, etc. Any wet sand shall be rejected from the job site. Any equipment which is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Resident Engineer.

J. **Application:** The asphalt rejuvenating agent or restorative seal shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to ensure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by a hand sprayer application.

Application of the asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the nozzle nearest the center of the road shall overlap the previous by at least one-half the width of the nozzle spray. In any event the construction joint of the pavement shall be treated in both passes of the distributor truck.

1. Emulsified Maltene-Based Asphalt Rejuvenating Agent

Before spreading, the asphalt rejuvenating agent shall be blended with water at the rate of 60% Maltene based Emulsion to 40% water, or as specified by the manufacturer based on field conditions. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.05 to 0.10 gallons per square yard, or as approved by the Resident Engineer following field testing.

2. **CRF Maltene-Based Asphalt Restorative Seal**

Before spreading, the emulsified asphalt restoring agent shall be blended with water at the rate of 70% emulsified restoring agent to 30% part water, or as specified by the manufacturer based on field conditions. The combined mixture of emulsified asphalt restoring agent and water shall be spread at the rate of 0.06 to 0.30 gallons per square yard, or as approved by the Engineer following field testing.

Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and approval is granted for additional applications by the Resident Engineer. Grades or super elevations of surfaces that may cause excessive runoff in the opinion of the Resident Engineer shall have the required amounts applied in two (2) or more applications as directed. Said treatment shall be uniformly applied by a method acceptable to the Resident Engineer. Care should be taken during all rejuvenator applications to not get excessive material on the curb and gutter. Additional cleaning may be required if this occurs at the contractor's expense.

After the rejuvenating emulsion or restoring seal has penetrated, a coating of dry sand shall be applied to the surface in sufficient amount to protect the traveling public as required by the Resident Engineer. The Contractor shall furnish a quality inspection report showing the source and manufacturer of asphalt rejuvenating agent or restorative seal. When directed by the Resident Engineer, the Contractor shall take representative samples of material for testing.

K. **Street Sweeping:** The Contractor shall be responsible for sweeping and cleaning of the streets prior to and after treatment. Prior to treatment, the street will be cleaned of all standing water, dirt, leaves, foreign materials, etc. This work shall be accomplished by hand brooming, power blowing or other methods approved by the Resident Engineer. If hand cleaning is not sufficient, then a self-propelled street sweeper shall be used. All sand used during the treatment must be removed no later than forty-eight (48) hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned and free of any material that would interfere with the treatment. All debris generated by sweeping shall be picked up and disposed of by the contractor. Street sweeping shall be included in the price bid per square yard for asphalt rejuvenating agent. If after sand is swept and it is determined that a hazardous condition exists on the roadway, the Contractor must apply additional sand and sweep no later than twenty-four (24) hours following reapplication. No additional compensation will be allowed for reapplications and removal of sand.

L. **Traffic Control and Safety:** The Contractor shall schedule his operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration has become complete and the area is suitable for

traffic. Cure time shall be no longer than 90 minutes. When traffic must be maintained at all times on a particular street, then the Contractor shall apply asphalt rejuvenating agent or restorative seal to one (1) lane at a time. Traffic shall be maintained in the untreated lane until the traffic may be switched to the completed lane. Access to adjacent properties shall be maintained during the application. The Contractor shall be responsible for all traffic control and signing required to permit safe travel. All signing and barricading of the work zone shall comply with MUTCD guidelines and IDOT standards. The Contractor shall notify the Resident Engineer as to the streets that are to be treated each day. All support vehicles used shall also have flashing beacons that can be seen from all sides of the vehicle, for safety considerations for all work on major arterials. If the Contractor fails to provide the required signing, the Contractor shall stop all operations until safe signing and barricading is achieved.

M. Spreading of Sand or Screenings:

The contractor shall be responsible for protecting all storm sewer inlets before the screening and spreading aggregates.

Sand or lime screenings shall be furnished by the contractor. The contractor shall furnish all equipment, tools, labor and incidentals necessary to perform the sanding operation in accordance with this contract.

Spreading shall consist of applying free flowing sharp sand, FA2 or limestone screenings to insure even distribution of the sand or screenings to be worked into any voids in the pavement surface as directed by customer representative. A twin spinner, rubber belt feed system aggregate distributor shall be used for uniform application. The aggregate distributor shall apply sand or screenings at a rate of two pounds to four pounds per square yard.

Aggregate distributor must be able to carry enough aggregate to cover an applied load of the rejuvenating agent, at least (9) nine tons. Repeated sanding may be required on some areas of pavement and contractor must be available on an as needed basis to provide the required sanding.

N. **Resident Notification:** The contractor shall distribute by hand, a typed notice to all residences and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that residents may call to ask questions. The contractor shall also place the notice on the windshield of any parked cars on the street.

O. Basis of Payment: Asphalt rejuvenating agent shall be measured by the square yard of material in place and will be paid for at the contract unit price for Maltene Based Asphalt Rejuvenating Agent per square yard. Asphalt restoring seal shall be measured by the square yard of material in place and will be paid for at the contract unit price for Maltene-Based Asphalt Restoring Seal. Prices shall be full compensation for furnishing all materials, equipment, labor and incidentals to complete the work as specified and required. **Anticipated yardage assumes half of budget is spent on rejuvenating agent and half is spent on restoring seal. Estimated quantities are listed below for reference but are not guaranteed.**

Proposed Three-year Budget for participating agencies.

Note: Proposed budgets may be increased or decreased by each agency if mutually agreed to by both parties in writing.

Community name	Dollars budgeted (2024)	Dollars budgeted (2025)	Dollars budgeted (2026)
Arlington Heights	$320,000	320,000	320,000
Highland Park	$40,000	$75,000	$75,000
Elk Grove	$150,000	$150,000	$150,000
Evanston	$30,000	$30,000	$30,000
Rolling Meadows	$70,000	$70,000	$70,000
Vernon Hills	$50,000	$75,000	$75,000
Wilmette	$42,000	$41,000	$35,000
Cary	$25,000	$25,000	$25,000
Winnetka	$25,000	$25,000	$25,000

Corrective Asphalt Materials, LLC
MPI Joint Bid: Pavement Rejuvenation Contract
Request for Bids #024-006

Customer	Address			Contact		Date of completion	Product	Sq Yds
Rolling Meadows, IL	3900 Berdnick Street	Rolling Meadows IL	60008	Brad Valentino	(847) 693-0000	8/29/2023	Reclamite	68,307
Bloomingdale Township, IL	6N030 Rosedale Ave.	Bloomingdale, IL	60108	Bob Nogan	(630) 625-2815	10/3/2023	Reclamite	68,500
Montgomery, Village of Geneva Construction Company, Inc.	PO Box 998	Aurora, IL	60507	Cass Price	(630) 892-4357	7/7/2023	Reclamite	70,020
Yorkville, IL D Construction Inc.	1485 S. Broadway	Coal City, IL	60416	Eric Rhoda	(815) 634-2555	7/24/2023	Reclamite	75,666
Vernon Hills, IL	290 Evergreen Drive	Vernon Hills, IL	60061	Steve Maslov	(847) 918-3590	6/27/2023	Reclamite	78,720

I certify that Corrective Asphalt Materials, LLC and its employees have manufactured and applied Reclamite Rejuvenating Agent and CRF Restorative Seal for over forty years.

1) Corrective Asphalt Materials, LLC has not experienced any difficulty in applying rejuvenating agents while performing work within the state of Illinois
2) Corrective Asphalt Materials, LLC has never received any complaints regardint the quality of our work with the state of Illinois
3) We have never had any contracts which resulted in a lawsuit or defaulted in any contracts

Marc Tallion Member

2-26-24
Date

Corrective Asphalt Materials

Mailing Address:
300 Daniel Boone Trail
South Roxana, IL 62087
Phone: 618-254-3855
Fax: 618-254-2200
Locations:
300 Daniel Boone Trail, South Roxana, IL 62087
43W630 Wheeler Road, Sugar Grove, IL 60554

January 1, 2024

STATEMENT OF EXPERENCE: JOB SUPERINTENDENT & DISTRIBUTOR DRIVER

DANIEL HESTEKIN – 8 years of experience in the application of CRF & Reclamite using a distributor truck. Over 7 years of supervisory experience in the application of CRF & Reclamite.

1. I have never experienced any difficulty applying CRF or Reclamite to any Municipality roads.

2. I have never received any complaints regarding the quality of my work from any municipality.

EMERGENCY CONTACTS

Daniel Hestekin, Project Supervisor	Cell (331) 251-0032
Mike Sumrall, Operations Manager	Cell (630) 465-4142
Corrective Asphalt Materials, LLC	Office (618) 254-3855
Marc Taillon, Vice President	Cell (314) 477-3995

Corrective Asphalt Materials

Mailing Address:
300 Daniel Boone Trail
South Roxana, IL 62087
Phone: 618-254-3855
Fax: 618-254-2200
Locations:
300 Daniel Boone Trail, South Roxana, IL 62087
43W630 Wheeler Road, Sugar Grove, IL 60554

January 1, 2024

STATEMENT OF EXPERENCE: JOB SUPERVISOR & DISTRIBUTOR DRIVER

JOHN HOLLERAN – I have over 29 years' experience in the application of CRF & Reclamite using a distributor truck. I also have over 20 years' supervisory experience in the application of CRF & Reclamite.

1. I have never experienced any difficulty applying CRF or Reclamite to any Municipality roads.

2. I have never received any complaints regarding the quality of my work from any municipality.

EMERGENCY CONTACTS

Mike Sumrall, Operations Manager	Cell (630) 465-4142
Corrective Asphalt Materials, LLC	Office (618) 254-3855
Jeff Krull, General Manger	Cell (618) 484-7659

By:_____
Jeff Krull, General Manager

Date:_____

Corrective Asphalt Materials

Mailing Address:
300 Daniel Boone Trail
South Roxana, IL 62087
Phone: 618-254-3855
Fax: 618-254-2200
Locations:
300 Daniel Boone Trail, South Roxana, IL 62087
43W630 Wheeler Road, Sugar Grove, IL 60554

January 1, 2024

STATEMENT OF EXPERENCE: JOB SUPERINTENDENT & DISTRIBUTOR DRIVER

DANIEL HESTEKIN – 8 years of experience in the application of CRF & Reclamite using a distributor truck. Over 7 years of supervisory experience in the application of CRF & Reclamite.

1. I have never experienced any difficulty applying CRF or Reclamite to any Municipality roads.

2. I have never received any complaints regarding the quality of my work from any municipality.

EMERGENCY CONTACTS

Mike Sumrall, Operations Manager	Cell (630) 465-4142
Corrective Asphalt Materials, LLC	Office (618) 254-3855
Jeff Krull, General Manger	Cell (618) 484-7659

Corrective Asphalt Materials

Mailing Address:
300 Daniel Boone Trail
South Roxana, IL 62087
Phone: 618-254-3855
Fax: 618-254-2200
Locations:
300 Daniel Boone Trail, South Roxana, IL 62087
43W630 Wheeler Road, Sugar Grove, IL 60554

January 1, 2024

STATEMENT OF EXPERENCE: JOB SUPERINTENDENT & DISTRIBUTOR DRIVER

WADE SPARKS – 9 years of experience in the application of CRF & Reclamite using a distributor truck. Over 8 years of supervisory experience in the application of CRF & Reclamite.

1. I have never experienced any difficulty applying CRF or Reclamite to any Municipality roads.

2. I have never received any complaints regarding the quality of my work from any municipality.

EMERGENCY CONTACTS

Mike Sumrall, Operations Manager	Cell (630) 465-4142
Corrective Asphalt Materials, LLC	Office (618) 254-3855
Jeff Krull, General Manger	Cell (618) 484-7659

Corrective Asphalt Materials

Mailing Address:
300 Daniel Boone Trail
South Roxana, IL 62087
Phone: 618-254-3855
Fax: 618-254-2200
Locations:
300 Daniel Boone Trail, South Roxana, IL 62087
43W630 Wheeler Road, Sugar Grove, IL 60554

March 31, 2025

Ralph Davila
Village of Libertyville
200 Cook Ave., Libertyville, IL. 60048
Office: (847)-247-5435
Email: rdavila@libertyville.com

Corrective Asphalt Materials, LLC, (CAM) thanks you for the opportunity to bid the Village of Libertyville pavement preservation program. Please accept the following as our formal proposal to apply Reclamite Maltene Based Rejuvenating Agent to selected asphalt pavement.

- **Apply Reclamite to approximately 47,335 SY of selected asphalt pavement in accordance with Option 1 of The Village of Winnetka MPI Joint Bid #024-006 for Pavement Rejuvenation.**
- **CAM's responsibilities:**
  - **Furnish and apply Reclamite**
  - **Resident Notification**
  - **Furnish and apply lime screenings**
  - **All traffic control and signs related to project**
  - **Street sweeping post application**
  - **Handle any complaints or issues that may arise from application**
- **Unit Price Reclamite: $1.25 SY** **Total Price $59,168.75**

Mike Sumrall, Operations Manager will be contacting you to schedule the project.
Info: mike@cammidwest.com, Cell: 630-465-4142

Billing Information (please fill out upon acceptance)

Name: _____ Address: _____

Phone Number: _____ _____

Thank you again for the opportunity. We look forward to providing our professional services.

Sincerely,

Rachel Lang
Business Development
Corrective Asphalt Materials, LLC

Mike Sumrall
Operations Manager
Corrective Asphalt Materials, LLC

APPROVED BY:

_____ _____
Signature Date

CONTRACT RENEWAL ACCEPTANCE

The Contract renewal 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 8th day of April, 2025 with Corrective Asphalt Materials, LLC to perform roadway pavement rejuvenation on select Village streets in the not-to-exceed amount of $59,168.75.

This renewal acceptance, together with the Contract attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/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: _____
Name: Kelly Amidei
Title: Village Administrator

Corrective Asphalt Materials, LLC:

By: _____

Name:

Title:

Capital Improvement Plan

ibertyville, IL

Project #	PW-ST-013
Project Name	Pavement Rejuvenation Program

Total Project Cost	$312,387	Department	Public Works Department
Type	Maintenance	Category	Street Reconstruction
Priority	1 Critical	Status	Active
Useful Life	10 years	Project Scope	Annual Program

Description

The Village successfully utilized a pavement rejuvenator product last year known as "reclamite" that is produced and installed by the firm Corrective Asphalt Materials (CAM). Reclamite is most suitable for streets that have just recently been resurfaced and extends the pavement life at a very nominal cost.

Justification

Reclamite is most suitable for streets that have just recently been resurfaced and extends the pavement life at a very nominal cost.

Prior	Expenditures		FY 26	FY 27	FY 28	FY 29	FY 30	Total
102,387	Construction/Maintenance		60,000	30,000	35,000	40,000	45,000	**210,000**
		Total	**60,000**	**30,000**	**35,000**	**40,000**	**45,000**	**210,000**

Prior	Funding Sources		FY 26	FY 27	FY 28	FY 29	FY 30	Total
102,387	Project Fund		60,000	30,000	35,000	40,000	45,000	**210,000**
		Total	**60,000**	**30,000**	**35,000**	**40,000**	**45,000**	**210,000**

Budget Impact

No material additional cost or savings to operating budget. The application of reclamite will extend the useful life of the asset and prevent the need for costly emergency repairs.

Agenda Item No. 3M

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 8, 2025

Agenda Item: Consideration of a Resolution to Renew the Annual Street Sweeping Contract with Lakeshore Recycling Systems, LLC

Staff Recommendation: Approve Resolution

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

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Background: On May 28, 2024, the Village Board approved Resolution No. 24-R-89 to award the annual street sweeping contract to Lakeshore Recycling Systems in the amount of $125,000.00. The contract work includes street sweeping of all Village roadways, following special events in the central business district (CBD) and emergency and discretionary sweeps on an annual basis.

The contract included language for two one-year renewals at the provided rate increase. The rate increase for this fiscal year is 3.5%. Staff remains satisfied with Lakeshore Recycling Systems responsiveness and performance and recommends renewal of the contract. The proposed FY 2025/26 Annual Budget provides $129,375.00 for contractual street sweeping services in the Stormwater Fund (Act.# 21-2121-7-718). The renewed contract work will include nine Village-wide sweeps at $13,646.55/each and a maximum of ten CBD sweeps at $609.28/each.

Staff recommends approval of the attached resolution to renew the contract for the Annual Contractual Street Sweeping Services with Lakeshore Recycling Systems, LLC in the not to exceed amount of $129,375.00 and authorize execution by the Village Administrator.

Attachments:
1. Resolution
2. Contract
3. Contract Renewal Signature Page
4. Bid Tabulation

RESOLUTION NO. 25-R-

A RESOLUTION TO RENEW A CONTRACT FOR ANNUAL STREET SWEEPING TO LAKESHORE RECYCLING SYSTEMS, LLC

WHEREAS, The Village of Libertyville's Fiscal Year 2025/26 Annual Budget provides $129,375 for contractual street sweeping services in Account # 21-2121-7-718; and

WHEREAS, the Village of Libertyville approved Resolution No. 24-R-89 to award the annual contract for street sweeping services to Lakeshore Recycling Systems on May 28, 2024; and

WHEREAS, the contract contained a renewal clause for up to two additional years at the provided annual rate increases; and

WHEREAS, the Public Works Department recommends a contract renewal for the first of two possible additional years with Lakeshore Recycling Systems, LLC in the amount of $129,375.

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

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

SECTION 2: Approval of Contract. The Village of Libertyville Board of Trustees approves the Annual Street Sweeping contract renewal with Lakeshore Recycling Systems, LLC in the amount of $129,375.

SECTION 3: Execution of Contract. The Village of Libertyville Board of Trustees authorizes the Village Administrator to execute the contract renewal for the Annual Street Sweeping contract with Lakeshore Recycling Systems, LLC.

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

PASSED this ____ day of _____, 2025.

AYES:

NAYS:

ABSENT:

APPROVED: this ____ day of _____, 2025.

_____
Donna Johnson, Village President

ATTEST:

_____
Margaret Clark, Village Clerk

CONTRACT /PROPOSAL

ANNUAL STREET SWEEPING PROGRAM

VILLAGE OF LIBERTYVILLE
200 EAST COOK AVENUE
LIBERTYVILLE, IL 60048
(847) 918- 2100

VILLAGE OF LIBERTYVILLE
CONTRACT/PROPOSAL FOR THE
PROJECT TITLE

Full Name of Bidder: LRS CleanSweep
Principal Office:
Address 5500 Pearl Street, Rosemont, Illinois 60018

Local Office Address: 1655 Powis Road, West Chicago, Illinois 60185

Contact Person: Jim Engineer Telephone: 773/951-4655

E-mail: jengineer@lrsrecycles.com

TO: Village of Libertyville ("Owner")
200 East Cook Avenue
Libertyville, Illinois 60048-2090
Attention: _____

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

1. Work Proposal

A. Contract and Work. If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work"

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the (the "Work Site");
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates specified in this Contract/Bid;
4. Taxes. Pay all applicable federal, state and local taxes.
5. Miscellaneous. Do all other things required of Bidder by this Contract.
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the specifications attached hereto and by this reference made a part of this Contract.

C. Responsibility for Damage or Loss. If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

Bid prices shall include all required insurance, permits, bonds, labor materials and shipping costs (including any additional charges for overtime or off-hour work). Any unforeseen work that may be revealed during the course of this project shall immediately be brought to the attention of the Village of Libertyville. The Village of Libertyville may then, at its sole discretion, allow the Contractor to submit a not to exceed time and material bid to alleviate the unforeseen work. Said work will be above and beyond the scope of this bid. The Village of Libertyville requires the breakdown of the various costs enumerated in the bid form be made a part of this bid package. Any bidder that does not fully provide all required information may be deemed to be a non-responsive bid at the sole discretion of the Village of Libertyville.

A. Basis for Determining Prices. It is expressly understood that:

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

B. Time of Payment.

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

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

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

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

3. Contract Time Proposal

If this Contract/Proposal is accepted, **Bidder proposes, and agrees, that Bidder shall commence the Work within 10 days following Owner's acceptance of this Contract/Proposal provided Bidder shall have furnished to Owner all Bonds and all insurance certificates and endorsements specified in this Contract/Proposal.** If this Contract/Proposal is accepted Bidder proposes, and agrees, that Bidder shall perform work diligently and continuously and shall **complete the Work not later than [DATE] (Completion Date). Failure by the Bidder to complete the Work by the Completion Date will result in charges consisting of $500/calendar day plus any incurred engineering, attorney or other applicable fees by the Owner.**

This contract, if approved by the Owner, shall be in in effect for a period of one year ("Initial Contract Term") and **shall automatically renew for two additional one-year terms at a mutually agreeable price increase by both parties.** The renewal shall be agreed upon at least thirty (30) days prior to the end of the Initial Contract Term or each Renewal Term (as hereinafter defined), the Owner provides written notice to the Bidder of its intention not to renew for the subsequent one-year period ("Notice of Non-Renewal"). Each one-year term following the initial term shall be referred to as a "Renewal Term". In the event that the Owner gives such Notice of Non-Renewal, the contract shall terminate effective on the last day of the then current one-year term. It is understood that each Renewal Term will be subject to modifications by the Owner the start and completion dates.

4. Finance Assurance

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

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

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

The Contractors' insurance coverage shall be primary and non-contributory as respects the Village of Libertyville, its officials, employees, agents and volunteers. Any insurance or self-

insurance maintained by the Village of Libertyville, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

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

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

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

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

The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Libertyville. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.

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

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

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

a. Allowing work by Contractor or any subcontractor to start before receipt of Certificate Insurance **and** Additional Insured Endorsements.

b. Failure to examine, or demand correction of any deficiency, of any Certificate of Insurance **and** Additional Insured Endorsement received.

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

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

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

Verification of Coverage. Contractor shall furnish the Village of Libertyville with certificates of insurance naming the Village of Libertyville, its officials, employees, agents and volunteers as additional insureds and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. **The following additional insured endorsements shall be utilized: ISO Additional Insured Endorsements CG 2010 or CG 2026, and CG 2037 – Completed Operations, where required. The Village reserves the right to request full certified copies of the insurance policies and endorsements.**

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

Commercial General Liability

Limits shall not be less than:

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

Coverage to Include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X", "C" and "U"
- Contractual Liability
  - Contractual Liability coverage shall specifically include indemnification set below.

Workers' Compensation and Employers Liability

Limits shall not be less than:

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

Automobile Liability

Limits shall not be less than:

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

Umbrella Liability

Limits shall not be less than:

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

Indemnity/Hold Harmless Provision. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village of Libertyville, its officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village of Libertyville, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village of Libertyville, its employees or agents, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village of Libertyville, its officials, employees and agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

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

Penalties. If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in

connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Proposal

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

6. Bidders Representations and Warranties

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

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

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

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

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

E. Prevailing Wage. In accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., not less than the prevailing rate of wages for similar work in the locality in which the Work is to be performed shall be paid to all laborers. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract. Please visit the Illinois Department of Labor's website to view the latest prevailing wage rates.

7. Acknowledgements

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

A. Reliance. Owner is relying on all warranties, representations and statements made by the

Bidder in this Contract.

B. Reservation of Rights. Owner reserves the right to reject any and all bids, reserves the right to reject the low price bid, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract is accepted, Bidder shall be bound by each and every term, condition or provision contained in this Contract and in Owners written notification of acceptance in the included in the bound set of documents.

D. Remedies. Each of the rights and remedies reserved to Owner in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity in this Contract/Proposal.

E. Time. Time is of the essence of this Contract and, except where stated otherwise, reference in this Contract to days shall be construed to refer to calendar days.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

G. Severability. The provision of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provisions, not the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall in any way affected thereby.

H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder.

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

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

BIDDER'S SIGNATURE PAGE

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

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

Bidder Status

Corporation x State: Delaware

Partnership _____ State: _____

Individual Proprietorship: _____

Bidders Company/Firm Name:

LRS Holdings LLC, DBA LRS CleanSweep

Bidders Company/Firm Address:

5500 Pearl Street, Rosemont, IL 60018

Telephone: 833/222-2260

E-Mail: cleansweep@lrsrecycles.com

Signature: _____

Printed Name: Brian Grosse

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

Vice President, CleanSweep

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

Name	Title	Address
Alan T. Handley	President, CEO	5500 Pearl Street, Rosemont
John Larsen	COO	5500 Pearl Street, Rosemont
Tom Martin	CFO	5500 Pearl Street, Rosemont
Brian Grosse	Vice President, CleanSweep	5500 Pearl Street, Rosemont

CONTRACT ACCEPTANCE
ANNUAL STREET SWEEPING 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 _____, 202_.

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: _____

Ms. Kelly Amidei
Village Administrator

CLEAN SWEEP

630-377-7000

A DIVISION OF LAKESHORE Recycling Systems

February 28th, 2022

Mr. Marty Whittrock
Village of Libertyville

Dear Marty,

On behalf of Lakeshore Recycling Systems, thank you for the opportunity to provide scheduled sweeping services for the Village of Libertyville. Our Clean Sweep division is proud to be the sweeping partner of choice for more than 50 leading municipalities throughout greater Chicago and are pleased to count the Village of Libertyville as a valued customer.

Lakeshore Clean Sweep, LLC- Street Sweeping Service

One season contract: May 1st, 2022 thru May 1st, 2023
8 Scheduled Town Sweep Cycles and 30 Central Business sDistrict Sweep Cycles

- 2022 Village Sweep: **$11,604.76** (3% increase over 2021 sweep rate).
- 2022 CBD Sweep: **$491.72** (3 increase over 2021 sweep rate).
  - 2022 Village sweep season total: **$92,838.08**
  - 2022 Central Business District sweep season total: **$14,751.60**
- Special request sweeping see rate table below

Rate Description	Hourly Rate
Standard Business Hours (5am-2pm)	$135.00
Emergency Rates/After Hours (5pm-5am)	$150.00

Submitted by:

Stacy Hansen
Clean Sweep Operations Specialist

Accepted by: _____

Signature: _____

Title: _____

Date: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/1/2022

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

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

PRODUCER
Cottingham & Butler
Michael Saladino
800 Main St.
Dubuque IA 52001

CONTACT NAME:
PHONE (A/C, No, Ext): 563-587-5000 **FAX (A/C, No):** 563-583-7339
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Zurich Insurance Company	40142
INSURER B : Zurich American Insurance Company	16535
INSURER C : Landmark American Insurance Company	33138
INSURER D : Navigators Insurance Company	42307
INSURER E :	
INSURER F :	

INSURED LAKEREC-01
LRS Holdings, LLC
Lakeshore Recycling Systems LLC
6132 Oakton Street
Morton Grove IL 60053

COVERAGES **CERTIFICATE NUMBER:** 1724534362 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [X] PRO-JECT [ ] LOC OTHER:			GLO0111153-05	12/31/2021	12/31/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 50,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BAP0111154-05	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 5,000,000 $ $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED X RETENTION $ 0			LHA096603	12/31/2021	12/31/2022	EACH OCCURRENCE AGGREGATE 	$ 3,000,000 $ 3,000,000 $
A B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC0111152-05 WC7550640-04	12/31/2021 12/31/2021	12/31/2022 12/31/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Excess Umbrella			CH21EXCZ03X3BIC	12/31/2021	12/31/2022	Occ/Agg Limit	$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Named Insureds: Heartland Recycling, L.L.C., Hoving Clean Sweep, LLC and Hoving Pit Stop, LLC, K. Hoving Recycling & Disposal, LLC, Dekalb County Recycling Systems, LLC, Active Disposal Co; Badgerland RE Holdings, LLC, Ecology Solutions, LLC, LRS Holdings, LLC ; Roy Strom Refuse Removal Services, LLC; Greenwood Development, LLC; Greenwood Transfer, LLC; LRS Strom RE Holdings, LLC; LRS Portables LLC; LRS Exchange, LLC; LRS Septic, LLC, LRS of Minnesota, LLC; LRS Portables, LLC dba Jimmy's Johnnys, Inland Waste Solutions LLC Dba Orion Waste Solutions, LRS Portables LLC dba Joy's Johns; Badgerland Disposal, LLC dba Royal Container Services & dba Badgerland Portables

Village of Libertyville, its officials, employees, agents and volunteers are additional insured on the General Liability policy on a primary, non-contributory basis per written contract between the named insured and the certificate holder that requires such a status subject to the terms and conditions of the endorsement attached to the policy.

CERTIFICATE HOLDER

Village of Libertyville
118 W Cook Ave
Libertyville, IL 60048

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
ME Saladino

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 0111153-05	12/31/21	12/31/22	12/31/21			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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C. The following is added to Paragraph **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

2. We receive written notice of a claim or "suit" as soon as practicable; and

3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph **A.** of this endorsement; or

2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

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CONTRACT RENEWAL ACCEPTANCE

The Contract renewal 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 8th day of April, 2025 with Lakeshore Recycling Systems, LLC to perform street sweeping services in the not-to-exceed amount of $129,375.

This renewal acceptance, together with the Contract attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/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: _____
Name: Kelly Amidei
Title: Village Administrator

Lakeshore Recycling Services, LLC:

By: _____

Name:

Title:

Village of Libertyville
Street Sweeping
Bid Tabulation
Date: April 10, 2024

			Lakeshore Recycling Systems, LLC.	
Item	Unit	Estimated Quantity	Unit Cost	Extended Cost
Central Business District	Cycle	16	$588.68	$9,418.88
Arterial, Collector and Residential Streets	Cycle	8	$13,185.07	$105,480.56
Discretionary Sweeping	Curb Mile	50	$155.12	$7,756.00
Emergency Sweepings	Hour	20	$266.81	$5,336.20
Special Request Sweepings	Hour	25	$320.18	$8,004.50
Total Annual Cost				**$135,996.14**
FY 2025/26 Rate Increase	%		3.50%	
FY 2026/27 Rate Increase	%		3.50%	

Agenda Item No. 3N

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 8, 2025

Agenda Item: Consideration of an Ordinance Declaring Surplus Property

Staff Recommendation: Approve Ordinance

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

Background: The attached Ordinance, which includes Exhibit A, lists the following items for declaration as surplus:

- Unit 303 2011 Ford F350: This item has been replaced and Staff recommends this item be auctioned on GovDeals, an online government auction site.
- Unit 309 2011 Ford 150: This item has been replaced and Staff recommends this item be auctioned on GovDeals, an online government auction site.
- Unit 321 2010 International 7400 NG: This item has been replaced and Staff recommends this item be auctioned on GovDeals, an online government auction site.
- Various Preschool Classroom Items: These items are no longer needed or used by the Recreation Department and Staff recommends these items be discarded.

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

Attachments:
1. Ordinance

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 25-O-
AN ORDINANCE DECLARING SURPLUS
PROPERTY OWNED BY THE
VILLAGE OF LIBERTYVILLE

Adopted by the
President and Board of Trustees
Of
The Village of Libertyville
The ____ day of _____, 2025.

Published in pamphlet form by direction
and authority of the Village of Libertyville
Lake County, Illinois
The ____ day of _____, 2025.

VILLAGE OF LIBERTYVILLE
ORDINANCE NO. 25-O-
AN ORDINANCE DECLARING SURPLUS PROPERTY OWNED BY THE VILLAGE OF LIBERTYVILLE

WHEREAS, in the opinion of the Corporate Authorities of the Village of Libertyville, it is no longer necessary or useful, or in the best interests 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 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 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 of Sale. The Village Administrator is hereby authorized to and may direct Village Staff to sell, donate, or dispose of Personal Property listed in Exhibit A.

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

PASSED this ____ day of _____, 2025.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2025.

_____
Donna Johnson, Village President

ATTEST:

_____
Margaret Clark, Village Clerk

Exhibit A

Item	Quantity	Department	Disposition
Unit 303 2011 Ford F350	1	Public Works	Auction
Unit 309 2011 Ford 150	1	Public Works	Auction
Unit 321 2010 International 7400 NG	1	Public Works	Auction
Play kitchens	2	Recreation	Discard
Play work bench	1	Recreation	Discard
Play vacuum	1	Recreation	Discard
Shopping carts	4	Recreation	Discard
Yellow double-sided book cases	2	Recreation	Discard
Yellow single sided book cases	3	Recreation	Discard
Baby changing table	1	Recreation	Discard
Wood rocker/bridge	1	Recreation	Discard
Wood balance beam	1	Recreation	Discard
Rectangle tables	4	Recreation	Discard
Square table	1	Recreation	Discard
Kids chairs	45	Recreation	Discard
Bins of Play kitchen items	8	Recreation	Discard
Blue/white book shelves	2	Recreation	Discard
Bin of train set	2	Recreation	Discard
Rolling book shelf	1	Recreation	Discard
Bin of doll clothes/ dolls / toy chest	1	Recreation	Discard
White cube storage shelf	2	Recreation	Discard
Lego table	1	Recreation	Discard
Little Tikes table	4	Recreation	Discard
Yellow chairs little tikes	8	Recreation	Discard
Blue chairs little tikes	2	Recreation	Discard
Bin of cardboard bricks	4	Recreation	Discard
Train Table	1	Recreation	Discard
Coat rack	1	Recreation	Discard
Hanging teacher aid	1	Recreation	Discard
Large easels	3	Recreation	Discard
Table top easel	1	Recreation	Discard
Blue double-sided bookcase	1	Recreation	Discard
Blue singe sided bookcase	2	Recreation	Discard
Bin full of bulletin board borders	1	Recreation	Discard
Bulletin boards	2	Recreation	Discard
Bins of Lincoln logs	2	Recreation	Discard
Bins of waffle blocks	2	Recreation	Discard

Exhibit A

Item	Quantity	Department	Disposition
Bin of dinosaurs	1	Recreation	Discard
Bin of wooden blocks	3	Recreation	Discard
Stacks of puzzles	2	Recreation	Discard
Memory games/bingo/ sequence games	25	Recreation	Discard
Stacks of books	2	Recreation	Discard
Bins of pegs	2	Recreation	Discard
Blue cushions	8	Recreation	Discard
Pet carrier	1	Recreation	Discard
Floor Rugs	2	Recreation	Discard
Play Fridge	1	Recreation	Discard
Wooden sink	1	Recreation	Discard
Sensory table	1	Recreation	Discard
Lite Brite	3	Recreation	Discard
Little people play house	1	Recreation	Discard
Bins of little people items	4	Recreation	Discard
Bin of magnetic toys	1	Recreation	Discard
Bowling set	1	Recreation	Discard
Bin of felt shapes	1	Recreation	Discard
Toy cars	5	Recreation	Discard
Bucket of Soldiers	1	Recreation	Discard
Bucket of egg /spoon game	1	Recreation	Discard
Basket of dinosaur skeleton	1	Recreation	Discard
Bins of educational toys	14	Recreation	Discard
Bins of education building toys	16	Recreation	Discard
3-hole punch	1	Recreation	Discard
Trikes	4	Recreation	Discard
Cozy coops	2	Recreation	Discard
Outdoor playground sets	4	Recreation	Discard
Picnic table	1	Recreation	Discard
Basketball hoop	1	Recreation	Discard
Drying rack	1	Recreation	Discard
DVD Player	1	Recreation	Discard
Large storage cabinets	2	Recreation	Discard
Space heaters	4	Recreation	Discard
Coffee pot	1	Recreation	Discard
Portable speaker	1	Recreation	Discard
File cabinet	1	Recreation	Discard

Exhibit A

Item	Quantity	Department	Disposition
Outdoor shed	1	Recreation	Discard
Office chairs	3	Recreation	Discard
Button maker kit	1	Recreation	Discard
Bins of paper	2	Recreation	Discard
Box of poster board	1	Recreation	Discard
Bins of kitchen items	2	Recreation	Discard
Plastic storage rack	1	Recreation	Discard

Agenda Item No. 3O

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 8, 2025

Agenda Item: Consideration of a Resolution to Approve a Contract Renewal with Chi-Town Cleaning Services

Staff Recommendation: Approve Resolution

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

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Background: Competitive bids were received and publicly opened on March 5, 2024, for cleaning services. Chi-Town Cleaning Services was determined to be the lowest responsive bid. The Village Board of Trustees awarded the contract to Chi-Town Cleaning Services on March 26, 2024, with the passage of Resolution 24-R-44. The contract was bid with pricing for two additional years (Year 2 and Year 3) with a two percent (2%) increase each year.

Chi-Town Cleaning Services has provided satisfactory cleaning services for all Village-owned buildings and staff recommends an initial contract renewal. The Fiscal Year 2025/26 Annual Budget provides sufficient funds in various accounts for the desired custodial services. The contract will start on May 1, 2025 and end on April 30, 2026. The proposed contract renewal amount will be $89,760.

Staff recommends adoption of the attached resolution to approve the contract renewal with Chi-Town Cleaning Services in the not-to-exceed amount of $89,760 for custodial services and authorize execution of the contract renewal by the Village Administrator.

Attachments:
1. Resolution
2. Bid Tabulation
3. Contract with Chi-Town Cleaning Services
4. Contract Renewal Signature Page

RESOLUTION 25-R-___

CONSIDERATION OF A RESOLUTION TO APPROVE A CONTRACT RENEWAL WITH CHI-TOWN CLEANING SERVICES OF CHICAGO, ILLINOIS, FOR CUSTODIAL SERVICES

WHEREAS, The Village of Libertyville's Fiscal Year 2025/26 Annual Budget provides sufficient funds in various accounts for custodial services; and

WHEREAS, Competitive bids were received on March 5, 2024 and Chi-Town Cleaning Services was determined to be the lowest responsive bidder; and Chi-Town Cleaning Services was awarded the contract on March 26, 2024 with the passage of Resolution 24-R-44. The contract was bid with pricing for an additional two years (Year 2 and Year 3) with a two percent (2%) price increase each year.

WHEREAS, Staff recommends approval of the contract renewal (Year 2) with Chi-Town Cleaning Services in the not-to-exceed amount of $89,760.

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

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

SECTION 2: The Board of Trustees hereby approves the contract renewal with Chi-Town Cleaning Services for custodial services in an amount not-to-exceed $89,760.

SECTION 3: The Village of Libertyville Board of Trustees authorizes the Village Administrator to execute the contract renewal with Chi-Town Cleaning Services for custodial services.

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

PASSED this ____ day of _____, 2025.

AYES:

NAYS: NONE

ABSENT: NONE

APPROVED this ____ day of _____, 2025.

_____
Donna Johnson, Village President

ATTEST:

_____
Margaret Clark, Village Clerk

Bid Tabulation
Custodial Services
Village of Libertyville
March 5, 2024 - 10:00 AM

		Chi-Town Cleaning Services	Eco Clean Maintenance	Multisystem Mgmt. Company	Best Quality Cleaning	A Plus Quality Service
Addendum No. 1		X	X	X	X	X
Addendum No. 2		X	X	X	X	X
Bid Bond		X	X	X	X	X
Fiscal Year 2024/25						
Village Hall	Per Month	$860.00	$1,025.00	$920.00	$950.00	$835.00
Schertz Building	Per Month	$2,530.00	$1,595.00	$2,707.00	$1,525.00	$1,495.00
Public Works	Per Month	$263.00	$775.00	$282.00	$450.00	$690.00
Adler Lodge	Per Month	$478.00	$550.00	$512.00	$900.00	$755.00
Crawford House	Per Month	$478.00	$550.00	$512.00	$900.00	$755.00
Parks Maintenance	Per Month	$430.00	$260.00	$460.00	$375.00	$410.00
Riverside Offices	Per Month	$315.00	$215.00	$337.00	$300.00	$210.00
Riverside Preschool	Per Month	$514.00	$700.00	$550.00	$800.00	$680.00
Riverside Bathrooms	Per Month	$283.00	$260.00	$303.00	$350.00	$402.50
Train Station (3 locations)	Per Month	$743.00	$950.00	$795.00	$1,000.00	$1,680.00
Butler Lake Fieldhouse Washrooms	Per Month	$130.00	$550.00	$139.00	$275.00	$245.00
Wastewater Treatments Plant	Per Month	$311.00	$150.00	$333.00	$250.00	$160.00
Monthly Total		**$7,335.00**	**$7,580.00**	**$7,850.00**	**$8,075.00**	**$8,317.50**
Annual Total		**$88,020.00**	**$90,960.00**	**$94,200.00**	**$96,900.00**	**$99,810.00**
Fiscal Year 2025/26						
Village Hall	Per Month	$877.00	$1,025.00	$938.00	$950.00	$835.00
Schertz Building	Per Month	$2,580.00	$1,595.00	$2,761.00	$1,525.00	$1,495.00
Public Works	Per Month	$268.00	$775.00	$302.00	$450.00	$690.00
Adler Lodge	Per Month	$488.00	$550.00	$522.00	$950.00	$755.00
Crawford House	Per Month	$488.00	$550.00	$522.00	$950.00	$755.00
Parks Maintenance	Per Month	$439.00	$260.00	$469.00	$375.00	$410.00
Riverside Offices	Per Month	$321.00	$215.00	$343.00	$300.00	$210.00
Riverside Preschool	Per Month	$524.00	$700.00	$561.00	$1,000.00	$680.00
Riverside Bathrooms	Per Month	$288.00	$260.00	$309.00	$350.00	$402.50
Train Station (3 locations)	Per Month	$757.00	$950.00	$811.00	$1,000.00	$1,680.00
Butler Lake Fieldhouse Washrooms	Per Month	$133.00	$550.00	$142.00	$300.00	$245.00
Wastewater Treatments Plant	Per Month	$317.00	$150.00	$337.00	$275.00	$160.00
Monthly Total		**$7,480.00**	**$7,580.00**	**$8,017.00**	**$8,425.00**	**$8,317.50**
Annual Total		**$89,760.00**	**$90,960.00**	**$96,204.00**	**$101,100.00**	**$99,810.00**

Bid Tabulation
Custodial Services
Village of Libertyville
March 5, 2024 - 10:00 AM

Fiscal Year 2026/27		Chi-Town Cleaning Services	Eco Clean Maintenance	Multisystem Mgmt. Company	Best Quality Cleaning	A Plus Quality Service
Village Hall	Per Month	$895.00	$1,025.00	$957.00	$950.00	$835.00
Schertz Building	Per Month	$2,630.00	$1,595.00	$2,816.00	$1,525.00	$1,495.00
Public Works	Per Month	$273.00	$775.00	$308.00	$450.00	$690.00
Adler Lodge	Per Month	$497.00	$550.00	$532.00	$1,000.00	$755.00
Crawford House	Per Month	$497.00	$550.00	$532.00	$1,000.00	$755.00
Parks Maintenance	Per Month	$447.00	$260.00	$478.00	$375.00	$410.00
Riverside Offices	Per Month	$327.00	$215.00	$350.00	$300.00	$210.00
Riverside Preschool	Per Month	$534.00	$700.00	$572.00	$1,000.00	$680.00
Riverside Bathrooms	Per Month	$294.00	$260.00	$315.00	$350.00	$402.50
Train Station (3 locations)	Per Month	$773.00	$950.00	$827.00	$1,000.00	$1,680.00
Butler Lake Fieldhouse Washrooms	Per Month	$134.00	$550.00	$145.00	$375.00	$245.00
Wastewater Treatments Plant	Per Month	$323.00	$150.00	$344.00	$300.00	$160.00
Monthly Total		**$7,624.00**	**$7,580.00**	**$8,176.00**	**$8,625.00**	**$8,317.50**
Annual Total		**$91,488.00**	**$90,960.00**	**$98,112.00**	**$103,500.00**	**$99,810.00**

Extra Requested Items

Strip and Wax Floors	Sq Ft	$0.32	$0.50	$0.35	$0.40	$0.25
Strip and Wax Floors (If Sealer Removed)	Sq Ft	$0.45	$0.60	$0.48	$0.50	$0.40
Shampoo and Steam Clean Carpet	Sq Ft	$0.20	$0.20	$0.21	$0.32	$0.15
Window Washing - Interior	Per Window	$5.00	$8.00	$5.00	$10.00	$3.00
Window Washing - Exterior	Per Window	$5.50	$8.00	$6.00	$12.00	$2.00
Wet-Scrub and Recoat Floors	Sq Ft	$0.28	$0.20	$0.30	$0.25	$0.20
Burnish Floors	Sq Ft	$0.12	$0.15	$0.15	$0.20	$0.12
Machine Wet Scrub Floors	Sq Ft	$0.20	$0.10	$0.23	$0.20	$0.15
Day Porter Services (Mon to Fri)	Per Day	$0.19	$22.50	$0.21	$23/hr.	$23/hr.
Day Porter Services (Sat to Sun)	Per Day	$0.22	$25.00	$0.25	$28/hr.	$25/hr.

REQUEST FOR PROPOSALS

CUSTODIAL SERVICES

Libertyville
spirit of independence

VILLAGE OF LIBERTYVILLE
200 EAST COOK AVENUE
LIBERTYVILLE, IL 60048
(847) 918- 2100

VILLAGE OF LIBERTYVILLE
REQUEST FOR PROPOSALS

OWNER:
Village of Libertyville
200 East Cook Avenue
Libertyville, Illinois 60048-2090

Owner will receive sealed proposals for the Work generally described as follows:

CUSTODIAL SERVICES

Village of Libertyville
Department of Public Works
200 East Cook Avenue
Libertyville, Illinois 60048-2090
Attention: Dan Juarez, Facilities Manager

Mandatory Pre-Bid Meeting
A mandatory pre-bid facility walk-through meeting is scheduled for February 22, 2024 at 8:00 AM starting at the Village of Libertyville Village Hall located at 118 W. Cook Avenue, Libertyville, Illinois 60048.

Questions
Questions will need to be submitted via email no later than 5:00 PM on February 22, 2024 to djuarez@libertyville.com. Any addenda issued with be sent to plan holders on February 23, 2024.

Sealed Bids Due Date
Sealed bids are due by and will be publicly opened on March 5, 2024 at 10:00 AM (local time) at 200 E. Cook Avenue, Libertyville, Illinois 60048. Bidders, their authorized agents and interested parties are invited to be present.

INSTRUCTIONS TO BIDDERS

Preparation of Proposals
All proposals for the Work shall be made only on the blank price proposal form attached to this Request for Bids and shall be complete with a price for each and every phase of work as well as a total lump sum price. All proposals must be signed by an authorized official. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected. Please review all document materials before determining price proposal.

Clarifications
Owner reserves the right to make clarifications, corrections, or changes in this Request for Contract at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes.

Delivery of Proposals
Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and the bidder's full legal name and

shall be addressed and delivered to the place and before the time set forth above. Proposals may be delivered by mail or in person. Proposals received after the time specified above will be returned unopened.

Opening of Proposals
Proposals will be publicly opened and read at the time and place specified above. Bidders, their authorized agents, and interested parties are invited to be present.

Withdrawal of Proposals
No proposal shall be withdrawn for a period of **90 days** after the opening of any proposal.

Rejection of Bids
Proposals that are not submitted on the proposal price form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, Owner may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

Acceptance of Proposals
Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

Owner reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of Owner and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon, or anticipate, such waivers in submitting their proposal.

Upon acceptance of the successful Bidder's proposal by Owner, the successful Bidder's proposal, together with Owner's notification of acceptance in the form attached to this Request for Proposals, shall become the contract for the Work.

Dated this 16th day of February, 2024

Village of Libertyville

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

Attachments:
Exhibit A: Contract
Exhibit B: Certificate of Insurance
Exhibit C: Bid Bond
Exhibit D: Performance Bond
Exhibit E: Specifications
Exhibit F: Price Proposal Form

EXHIBIT A

VILLAGE OF LIBERTYVILLE
CONTRACT/PROPOSAL FOR THE
CUSTODIAL SERVICES

Full Name of Bidder:	Chi-Town Cleaning Services
Principal Office Address:	7033 W Higgins Ave, Chicago, IL 60656
Local Office Address:	7033 W Higgins Ave, Chicago, IL 60656
Contact Person:	Grisell Sandoval Telephone: (773)678-2487
Email:	chitowncleaningserv@gmail.com

TO: Village of Libertyville ("Owner")
200 East Cook Avenue
Libertyville, Illinois 60048-2090
Attention: Dan Juarez, Facilities Manager
847-613-5181

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

1. Work Proposal

A. Contract and Work. If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work"

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the (the "Work Site");
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates specified in this Contract/Bid;
4. Taxes. Pay all applicable federal, state, and local taxes.
5. Miscellaneous. Do all other things required of Bidder by this

Contract.

6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the specifications attached hereto and by this reference made a part of this Contract.

C. Responsibility for Damage or Loss. If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

Bid prices shall include all required insurance, permits, bonds, labor materials and shipping costs (including any additional charges for overtime or off-hour work). Any unforeseen work that may be revealed during the course of this project shall immediately be brought to the attention of the Village of Libertyville. The Village of Libertyville may then, at its sole discretion, allow the Contractor to submit a not to exceed time and material bid to alleviate the unforeseen work. Said work will be above and beyond the scope of this bid. The Village of Libertyville requires the breakdown of the various costs enumerated in the bid form be made a part of this bid package. Any bidder that does not fully provide all required information may be deemed to be a non-responsive bid at the sole discretion of the Village of Libertyville.

A. Basis for Determining Prices. It is expressly understood that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;

2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.

B. Time of Payment.

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

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

All payments may be subject to deduction or set-off by reason of any failure of Bidder to perform under this Contract. Each payment shall include Bidders certified transcript of payroll proving prevailing wages were paid, Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid. Payments will be made after services are rendered and properly invoiced.

3. Contract Time Proposal

If this Contract/Proposal is accepted, **Bidder proposes, and agrees, that Bidder shall commence the Work within 10 days following Owner's acceptance of this Contract/Proposal provided Bidder shall have furnished to Owner all Bonds and all insurance certificates and endorsements specified in this Contract/Proposal.** If this Contract/Proposal is accepted Bidder proposes, and agrees, that Bidder shall perform work diligently and continuously.

This contract, if approved by the Owner, shall be in in effect for a period of one year ("Initial Contract Term") **and shall automatically renew for two additional one year terms at the same rates as quoted on the submitted Price Proposal Form herein** for the Initial Contract Term unless at least thirty (30) days prior to the end of the Initial Contract Term or each Renewal Term (as hereinafter defined), the Owner provides written notice to the Bidder of its intention not to renew for the subsequent one year period ("Notice of Non-Renewal"). Each one-year term following the initial term shall be referred to as a "Renewal Term". In the event that the Owner gives such Notice of Non-Renewal, the contract shall terminate effective on the last day of the then current one-year term. It is understood that each Renewal Term will be subject to modifications by the Owner the start and completion dates.

4. Finance Assurance

A. Bonds. Each bidder's proposal shall be accompanied by a security deposit of at least 5% of the total Bidders price proposal in the form of a Bid Bond. (Exhibit C)

If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall provide a Performance Bond (Exhibit D); and a Labor and Material Payment Bond (Exhibit C), on forms provided by, or otherwise acceptable to, Owner, from a surety company acceptable to Owner, each in the penal sum of the Contract Price, within 10 calendar days following Owner's acceptance of this Contract.

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

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

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

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

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

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

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

All general liability coverages 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 coverages 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 coverages and limits set forth below shall be deemed to be

minimum coverages 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 coverages and limits shall be maintained at all times while providing, performing, or completing the Work.

Commercial General Liability

Limits shall not be less than:

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

Coverage to Include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X", "C" and "U"
- Contractual Liability
  - Contractual Liability coverage shall specifically include indemnification set below.

Workers' Compensation and Employers Liability

Limits shall not be less than:

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

Automobile Liability

Limits shall not be less than:

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

Umbrella Liability

Limits shall not be less than:

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

Indemnity/Hold Harmless Provision. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village of Libertyville, its officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village of Libertyville, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village of Libertyville, its employees or agents, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village of Libertyville, its officials, employees and agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

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

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

5. Firm Proposal

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

6. Bidders Representations and Warranties

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

A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in

Subsection 1B of this Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner.

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

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

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

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

7. Acknowledgements

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

A. Reliance. Owner is relying on all warranties, representations and statements made by the Bidder in this Contract.

B. Reservation of Rights. Owner reserves the right to reject any and all bids, reserves the right to reject the low-price bid, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract is accepted, Bidder shall be bound by each and every term, condition or provision contained in this Contract and in Owners written notification of acceptance in the included in the bound set of documents.

D. Remedies. Each of the rights and remedies reserved to Owner in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity in this Contract/Proposal.

E. Time. Time is of the essence of this Contract and, except where stated otherwise, reference in this Contract to days shall be construed to refer to calendar days.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

G. Severability. The provision of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provisions, not the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall in any way affected thereby.

H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder.

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

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

BIDDER'S SIGNATURE PAGE

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

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

Bidder Status

Corporation x State: Illinois

Partnership _____ State: _____

Individual Proprietorship _____

Company Name: Chi-Town Cleaning Services

Address: 7033 W Higgins Ave

City, State, Zip Code: Chicago, IL 60656

Telephone: (773)678-2487

Email: chitowncleaningserv@gmail.com

Signature: Grisell Sandoval

Printed Name: Grisell Sandoval

Title/Position: President

Must be an Official Officer of the Company

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

Name	Title	Address
Grisell Sandoval	President	7033 W Higgins Ave, Chicago, IL 60656
Grisell Sandoval	Secretary	7033 W Higgins Ave, Chicago, IL 60656

CONTRACT RENEWAL ACCEPTANCE

The Contract Renewal Acceptance is attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Libertyville ("Owner") this 25th day of March, 2025 with Chi-Town Cleaning Services for Custodial Services in an amount not to exceed $89,760.

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

Village of Libertyville

By: _____
Print: Kelly A. Amidei,
Title: Village Administrator

Chi-Town Cleaning Services

By: _____

Print: _____

Title: _____

EXHIBIT E:

SPECIFICATIONS

The following document provides detail regarding the frequency of services for various facilities. The following detailed scope describes the minimum requirements the Village desires in a bid for cleaning and custodial services. It may not be all inclusive of the tasks required to maintain the buildings in a high-level manner as described below. In case of conflict with any part or parts of said Specifications, these Special Provisions shall take precedence and shall govern.

A. MATERIALS AND EQUIPMENT

The **Village of Libertyville** will supply the following:

1. All paper products including toilet paper, paper towels, napkins, etc.
2. All liquid soaps, creams and sanitizer used in hand dispensers.
3. All deodorants blocks and urinal screens.
4. All bags and liners for trash receptacles.
5. Locations for storage of contractor's equipment and supplies.
6. Adequate containers for garbage and recycle disposal.

The CONTRACTOR shall provide at the contractor's expense all materials, equipment, and supplies needed to complete the work except for those items being provided by the Village as itemized above. The items to be furnished by the contractor shall include but not be limited to the following:

1. All materials including cleaning soaps, waxes, cleaners, and shampoos. The contractor will be required to supply the Village with a list of all proposed cleaning products to be used as part of this contract.
2. All power and hand equipment including wiping and dust rags, mops, brooms, buckets, vacuum cleaners, buffing machines, and specialty equipment including waste collection containers.
3. A listing of equipment and materials to be used. All materials and equipment shall be of industrial or commercial type and are to be approved by the Village prior to their use. All electrical equipment shall be kept in safe operating condition without frayed cords, broken safety plugs, etc.
4. A record of all Material Safely Data Sheets and/or similar documents for those products and materials used or stored on Village property. These documents shall be kept on-site with the Facilities Manager.

B. CLEANING STANDARDS AND WORKMANSHIP

It is the intent of these specifications for the contractor to provide a high level of service in building maintenance and custodial care. The following statements indicate the general standards and workmanship to be furnished under this contract:

1. A satisfactory and acceptable floor or carpet will not have dust, streaks, marks, or dirt in corners, behind doors, or under furniture. All paper clips, staples, etc. shall be picked up. The use of vacuuming equipment and/or treated dust mops will be used to keep the floors clean.

2. Satisfactory and acceptable wet mopping will present a clean floor free from streaks, smears, and dried dirt. The use of dirty water or evidence of same will not be acceptable. Safe, all-purpose detergents will be used on all resilient and hard floor surfaces. Proper warning signs shall be placed advising of wet or slippery floor conditions.
3. Satisfactory and acceptable waxing and polishing will be accomplished using a thin coat of evenly layered wax. Floors will be bright and clean under furniture as well as in traveled areas. Wax or polish will not be allowed to dry on wall bases, furniture legs, equipment, etc.
4. A satisfactory and acceptable glass, mirror or vitreous surface will be free from streaks, smears, and spots.
5. All storage areas and janitorial closets shall always be maintained in a clean and orderly condition with all materials and equipment properly sorted.

C. VILLAGE OWNED FACILITIES LISTED BELOW

- Village Hall 118 W. Cook Ave
- Schertz (Police & Engineering) 200 E. Cook Ave
- Street and Utilities 600 North Ave
- Parks and Recreation 544 North Ave
- Downtown Metra Stations 200 W. Lake Ave
- Prairie Crossing Metra Station 3001 Midlothian Road (No water access or refuse)
- Prairie Crossing Metra Station 2401 Midlothian Road (No water access or refuse)
- Wastewater Treatment Plant 1532 Artaius Pkwy
- Riverside Offices 870 Country Club Drive
- Riverside Preschool 870 Country Club Drive
- Riverside Pool Bathrooms 870 Country Club Drive
- Adler Lodge 1500 N. Milwaukee
- Crawford House 817 W. Lake Ave Street
- Butler Lake Field House Washrooms 835 W. Winchester

D. TASKS TO BE PERFORMED DAILY

Items included in this section are to be cleaned daily

1. Gather all wastepaper, insert liners, and remove waste to proper disposal area. Nothing shall be removed from desks and/or tables unless specifically marked to be thrown out.
2. Dust exposed area of desks, tables, counter tops, file cabinets, bookcases, and shelves.
3. Remove all cobwebs.
4. Sweep and spot clean tiled stairwells.
5. Spray and wipe clean of fingerprints and beverage rings, working area of desks, tables, file cabinets, chairs, etc. Papers on these surfaces will not be disturbed.
6. Clean and sanitize drinking fountains.
7. Clean and sanitize kitchen counters, sinks, appliances, cafeteria tables, and dust seats and backs of chairs.

8. Completely clean all glass doors and side lights. This includes the interior and exterior side of entryway doors, glass doors, and partitions. This does NOT include windows.
9. Spot clean interior and exterior of elevators.
10. Damp clean top handrail of all stairways.
11. Pick up debris on and adjacent to sidewalks around exterior of buildings i.e.: cigarette butts, loose papers, cups, etc... (Does not include sidewalks in street rights-of-way).
12. Vacuum door track of elevator doors using proper crevice tool.

Kitchens, Washrooms, Locker Rooms

1. Clean all chrome fittings.
2. Clean inside and outside of all microwaves.
3. Clean and sanitize all counter tops and tables.
4. Damp clean exterior of refrigerators.
5. Clean, sanitize and polish all fixtures including sinks, toilet bowls, urinals and hand basins and associated faucets, fittings, etc.
6. Clean and sanitize toilet seats (both sides) and all counter areas.
7. Clean mirrors.
8. Empty all containers and insert new liners.
9. Damp clean exterior of waste containers.
10. Sweep and damp clean all floors with disinfectant.
11. Spot clean partition doors.
12. Spot clean walls around sinks and walls around and under towel cabinets and urinals.
13. Clean and properly refill all soap and paper dispensers.
14. Showers - men's and women's - spot clean fixtures, floors, and walls with disinfectant.
15. Clean urinal screens, replace urinal deodorizers and room deodorizers, as needed.
16. Damp clean exterior of lockers in bathrooms.

Floor Care (Resilient and Hard)

1. Dust mop with treated mop or vacuum all hard floor surfaces including stairways.
2. Completely damp mop all hard floor surfaces and stairways.
3. Completely damp mop all hard surface floors in Village owned facilities.
4. Completely mop all entrance floors (mats to be picked up).
5. Vacuum floor mats and carpet areas.
6. Detergent mop and rinse all washroom and locker room floors.

Floor Care (Carpet)

1. Remove any spots with cleaner as needed.
2. Vacuum all open carpeted areas that can be reached with an upright vacuum or 12" wand type vacuum without moving objects except chairs. This includes elevators, elevator guide tracks and fitness rooms. Vacuum all edges/corners with the appropriate attachments. Vacuum under desks.

Tasks to be Accomplished Weekly

Items included in weekly task are to be cleaned on Friday or Monday, unless otherwise noted.

General Housekeeping

1. Low dust all horizontal surfaces to hand height (70").
2. Dust all common area sills and unobstructed horizontal surfaces including sills, ledges, moldings, picture frames, wall hangings, and radiators (including washrooms and lunchrooms) HVAC diffusers, returns in ceiling and walls.
3. Dust tops of all divider partitions and lockers.
4. Clean and sanitize all telephones.
5. Dust all vertical and horizontal blinds.
6. Clean and polish all railings with approved cleaner. (metal and wood railings)
7. Completely clean kick plates on all doors.
8. Remove fingerprints from doors, moldings and from around light switch plates (including washrooms and lunchrooms).
9. Damp clean tiled stairwells.
10. Vacuum under all desks.
11. Sweep Police Department garage and sally port. (1 time per week)

Kitchens, Washrooms, Locker Rooms

1. Damp clean partition doors and remove all writing and graffiti where possible.
2. Showers - men's and women's - Completely clean (scrub) walls, floors and chrome fittings with scum remover and quaternary disinfectant to hand heights (70").

Tasks to be Accomplished Monthly

Items included I this section are to be cleaned monthly during the first week of the month, unless otherwise noted.

General Housekeeping

1. High dust above hand height all horizontal surfaces (moldings, ledges, pipes, ducts, heating outlets, picture frames, wall hangings, etc.), including washrooms and lunchrooms.
2. Vacuum or dust diffuser outlets, walls, and ceiling for cobwebs.
3. Completely clean all the interior glass of all facilities, including the interior of buildings' windows.

Floor Care (Carpets)

1. Lift and vacuum under all plastic chair mats, damp wipe mat.

Tasks to be Accomplished Quarterly

Items included in this section are to be cleaned quarterly during the first week of January, April, July, and October, unless otherwise noted.

General Housekeeping

1. Vacuum all vertical surfaces of room dividers and partitions.

2. Vacuum all upholstered chairs and furniture and wipe down legs.
3. Dust exterior of all lighting fixtures and diffusers.
4. Vacuum dust from all window blinds.

Kitchen, Washrooms, Locker Rooms

1. Thoroughly clean all washroom and locker room walls, floors, and doors.
2. Clean exterior of all lockers.

Tasks to be Accomplished Semi-Annually

Items included in this section are to be completed semi-annually during the last week in April and October of each year, unless otherwise noted.

*The Village may request these tasks be performed outside of these months but shall not request these services more than twice in any given 12- month period. *

Windows and Displays

1. Clean all interior display case glass including shelves.
2. Clean exterior and interior of all glass windows. This includes the removal of any screens that may be necessary to access the interior side of the window glass.

Floor Care (Resilient and Hard)

1. Refinish (strip, seal, and wax) all high traffic and heavily worn areas, including stairways. 2. Machine scrub and refinish all washroom floors. (mixture of vinyl, epoxy, tile and VCT floors)
2. Scrub and clean all baseboards.
3. Machine spray buff all resilient tile areas.

Floor Care (Carpets)

1. Shampoo and steam clean all high traffic areas, (more often, if needed).
2. Damp clean and scrub all baseboards.

E. METRA TRAIN STATIONS

The Downtown Libertyville Metra Station (200 Lake Street) and Prairie Crossing Metra Stations (2401 & 3001 Midlothian), immediate exterior of main depots, washrooms and lobby shall be the areas that are be considered for the purpose of this contract.

Note that 2401 & 3001 Midlothian do not have water access or refuse disposal containers. Refuse can be disposed of at 200 Lake Street Metra Station dumpster. Proper equipment and water will need to be brought to the two locations off Midlothian

Tasks to be Accomplished Daily

Items included in this class are to be completed daily between the hours of 8:00 p.m. and 5:00 a.m. Monday through Friday (5 days per week), unless otherwise stated.

1. Empty waste receptacles and replace liners as needed.
2. Dust and clean all horizontal surfaces, ledges, and moldings.
3. Spot clean walls, interior windows, and doors to remove marks, stains, and fingerprints.
4. Clean and polish bright metal entrance door handles, interior door, and window frames.
5. Spray and wipe metal seats.
6. Dust and damp mop floor.
7. Clean window glass interior.
8. Clean and disinfect toilets, basins, sinks and ceramic tile. Clean and polish mirrors, dispensers, bright metal in rest rooms and refill soap and toilet tissue dispensers.
9. Pick up debris around exterior of building and empty trash receptacles and cigarette containers.

Tasks to be Accomplished Semi-Annually

Items included in this class are to be semi-annually during the last week in April and October of each year, unless otherwise stated noted. The Village may request these tasks be performed outside of these months but shall not request these services more than twice in any given 12-month period.

1. Deep clean epoxy floors.
2. Sanitize waste receptacles
3. Pull floor mats at door thresholds and vacuum.
4. Clean windows exterior and interior at all Metra locations.

MISCELLANEOUS AND OTHER SPECIAL PROVISIONS

Police Detention Cells, evidence rooms and locked offices

1. All cells and special access rooms will be completely cleaned daily. All fixtures, floors, walls, and ceilings will be cleaned one at a time, on a room-by-room basis. The on duty Watch Commander will provide access to the areas if available. A record must be kept when rooms or cells are not available to be cleaned and forwarded to the Facilities Manager.

F. PERSONNEL

All employees must be employed directly by the contractor. All contractor employees will display Village approved photo identification badges while working on Village premises. No employees will be allowed access to any area without displaying the required identification badge. Employees shall always wear uniforms with a company identification patch while working on Village premises.

Specific employees shall be designated for assignment to the Police Department under the terms of this contract. Only the individuals specified shall be authorized to enter the facility. Should the contractor require additions or deletions to this list, the Police Department must be notified so that proper background investigations can be completed prior to authorization.

All employees assigned by the contractor shall be fully capable, experienced, and trained in the work employed to perform. They shall be able to perform the essential functions of the job.

Prior to commencing work, the contractor shall submit to the Village the names, home addresses, date of birth, social security numbers, and driver's license numbers of all employees engaging in work under this contract or having access to the buildings in an inspecting or supervising capacity, as to submit to a background investigation by the Police Department at the contractor's expense. No employee, at any time during the contract period, shall commence work until the above information has been submitted to the Village and the appropriate background investigations have been conducted. The contractor shall provide to the Village written authorization from prospective employees under this contract to perform the security clearances required in this contract.

The Village shall have and exercise full and complete control over granting, denying, withholding, or terminating security clearance for contractor's employees. Employees whom the Village deems careless, discourteous, or otherwise objectionable or who cannot meet standards required for security or other reasons except sex, race, and creed or otherwise prohibited by law will be prohibited from entering the buildings to perform work.

G. SECURITY AND ACCESS

The contractor will be working in several areas which are under secured access and other areas which will be generally opened to the public during reasonable hours for meetings and other uses. All secured areas shall be maintained in a secured condition and these areas shall be locked immediately upon completing the required work. Access to the public meeting areas of Village facilities will be secured upon completion of the public use. Schedules of all meetings and uses will be provided to the contractor on a weekly basis. All areas shall be secured when the contractor has completed daily operations.

Keys or access cards for all facilities will be furnished to the contractor daily to allow access to the various areas to be maintained. The access will be issued from the Police Department dispatch and shall be returned at the completion of each working shift. At no time shall any key or card be removed from Village premises unless authorized by the Facilities Manager.

EXHIBIT F

PRICE PROPOSAL FORM

PRICING, LOCATIONS AND SCHEDULES

Buildings	**Fiscal Year 24/25 Monthly Cost (5/1/24 - 4/30/25)**	**Fiscal Year 25/26 Monthly Cost (5/1/25 - 4/30/26)**	**Fiscal Year 26/27 Monthly Cost (5/1/26 - 4/30/27)**
Village Hall 118 W. Cook (7,488 sf)	$ 860.00	$ 877.00	$ 895.00
Schertz Building/Police Department 200 E. Cook Avenue (16,934 sf)	$ 2,530.00	$ 2,580.00	$ 2,630.00
Public Works 600 North Avenue (500 sf)	$ 263.00	$ 268.00	$ 273.00
Adler Lodge (3,000 sf)	$ 478.00	$ 488.00	$ 497.00
Crawford House (3,000 sf)	$ 478.00	$ 488.00	$ 497.00
Parks 544 North Ave (2,000 sf)	$ 430.00	$ 439.00	$ 447.00
Riverside Offices (1,000 sf)	$ 315.00	$ 321.00	$ 327.00
Riverside Preschool (3,000 sf)	$ 514.00	$ 524.00	$ 534.00
Riverside Bathrooms (700 sf)	$ 283.00	$ 288.00	$ 294.00
Train Stations (3 Locations) (2,000 sf total)	$ 743.00	$ 757.00	$ 773.00
Butler Lake Field House Washrooms (350 sf)	$ 130.00	$ 133.00	$ 134.00
Wastewater Treatment Plant (1,500 sf)	$ 311.00	$ 317.00	$ 323.00
Yearly Total	$ 88,020.00	$ 89,760.00	$ 91,488.00

Extra Requested Items

Items in this section are for any special call outs outside the required cleaning listed in section D.

Strip and Wax Floors	$ Per Square Foot	0.32
	$ Per Square Foot (If sealer needs to be removed)	0.45
Restorative carpet cleaning: shampoo and steam clean	$ Per Square Foot	0.20
Window Washing (Interior)	$ Per Window	5.00
Window Washing (Exterior)	$ Per Window	5.50
Wet-Scrub and recoat floors	$ Per Square Foot	0.28
Burnish Floors	$ Per Square Foot	0.12
Machine wet scrub floors	$ Per Square Foot	0.20
Day Porter Services	$ per day Mon - Fri	0.19
	$ per day Sat/Sun	0.22

Frequency of Cleaning

In this section the frequency of cleaning with dates are noted below for all the facilities.

May – April (Year-Round)	**Special Notes**
Village Hall 118 W. Cook	M-F
Schertz Building 200 E. Cook	M-F
Police 200 E. Cook	M-Sunday
Public Works 600 North Ave	M-F
Parks 544 North Ave	2x a week any days so long as its three days apart
Metra Stations 3 Locations	M-Sunday
Wastewater Plant 1532 Artaius Parkway	1x a week
Adler Lodge	M-Sunday
Crawford House	M-Sunday
Riverside Offices 870 Country Club Drive	Tuesdays and Thursdays

Riverside Preschool 870 Country Club Drive	May thru July – Monday – Friday August 1 –DEEP Clean September thru April – Monday – Friday
Riverside Bathrooms 870 Country Club Drive	Bathrooms are open April 1 – October 31, 7 days a week.
Butler Lake Bathrooms 835 W. Winchester	Bathrooms are open April 1 – October 31, 7 days a week.

* Holidays that fall on any of the cleaning days can be coordinated with the Facilities Manager.
* Changes to schedule will be addressed in writing 30 days before commencement
* Cleaning needs to be done after business hours. Hours will be agreed upon with the Facilities Manager.
* Note frequency may need to be changed due to budget.

Liberty Mutual SURETY

The Ohio Casualty Insurance Company

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Chi-Town Cleaning Services

of Medinah, IL

(hereinafter called the Principal) as Principal, and The Ohio Casualty Insurance Company, with its principal office in the City of Keene, New Hampshire (hereinafter called the Surety), as Surety, are held and firmly bound unto Village of Libertyville

of Libertyville, IL

(hereinafter called the Obligee) in the penal sum of 5% of bid amt.

Dollars 5% of bid amt. lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated March 5, 2024 for janitorial services.

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void: otherwise to remain in full force and virtue.

Signed, sealed and dated: March 1, 2024

Chi-Town Cleaning Services
(Principal)

By: _____

The Ohio Casualty Insurance Company

By: Joseph Waynauskas
Joseph Waynauskas (Attorney-in-Fact)

S-137-Rev.

POWER OF ATTORNEY

The Ohio Casualty Insurance Company

Bond Number: _____

Principal: Chi-Town Cleaning Services

Agency Name: LMS - Warrenville

Obligee: Village of Libertyville **Agent Code:** 129957

Know All Men by These Presents: That The Ohio Casualty Insurance Company, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint: Richard C. Ary; Sarah A. Bloome; Donna Irigoyen; Doncorleone Mahone; Lora L. Ryan; Joseph Waynauskas; Dawn M. Woodbury of Warrenville, Illinois its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, New Hampshire, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 26th day of September, 2016.

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 26th day of September, 2016 before the subscriber, a Notary Public of the State of Pennsylvania, in and for the County of Montgomery, duly commissioned and qualified, came David M. Carey, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of King of Prussia, State of Pennsylvania, the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

Notary Public in and for County of Montgomery, State of Pennsylvania
My Commission expires March 28, 2021

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

ARTICLE IV - Officers: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

CERTIFICATE
I , the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 1st day of March , 2024 .

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

Renee C. Llewellyn, Assistant Secretary

CHITO-1 OP ID: ST

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/21/2024

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

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

PRODUCER 847-673-4900 The Lubin-Bergman Organization 5 Revere Drive-Suite 370 Northbrook, IL 60062-1566 David D. Schwartz	CONTACT NAME: PHONE (A/C, No, Ext): 847-673-4900 FAX (A/C, No): 847-559-8400 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Northfield Insurance Company	27987
INSURED Chi-Town Cleaning Services Co. 7033 W. Higgins Ave. Chicago, IL 60656	INSURER B : Travelers	36137
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			WS543929	08/22/2023	08/22/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		UB5W596226	03/08/2023	03/08/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER VILL0-3

VILLAGE OF LIBERTYVILLE
200 EAST COOK AVENUE
LIBERTYVILLE, IL 60048

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Steven DeBrow

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VILLAGE OF LIBERTYVILLE

ADDENDUM NO. 1
Custodial Services
Issued February 19, 2024

This Addendum No. 1 to the Contract/Proposal for the Village of Libertyville - Custodial Services is hereby declared part of the Contact/Proposal, and in the case of conflict, the following Addendum shall govern:

Mandatory Pre-Bid Meeting
A mandatory pre-bid facility walk-through meeting is scheduled for Friday, February 23, 2024 at 8:00 AM starting at the Village of Libertyville Village Hall located at 118 W. Cook Avenue, Libertyville, Illinois 60048.

Questions
Questions will need to be submitted via email no later than 5:00 PM on Monday, February 26, 2024 to djuarez@libertyville.com. Any addenda issued with be sent to plan holders on Tuesday, February 27, 2024.

Addendum must be submitted with Proposal. Receipt and understanding of this Addendum are hereby acknowledged:

BY: GRISELL SANDOVAL

Print Name

Signature

PRESIDENT

Title/Position

Chi-Town Cleaning Services

Company

VILLAGE OF LIBERTYVILLE

ADDENDUM NO. 2
Custodial Services
Issued February 26th, 2024.

This Addendum No. 2 to the Contract/Proposal for the Village of Libertyville - Custodial Services is hereby declared part of the Contact/Proposal, and in the case of conflict, the following Addendum shall govern:

Clarification to Submitted Questions

1) Inform who is the current cleaning company and how much is the monthly invoice?

   The current contractor is Best Quality Cleaning. The Village allocates $102,900 for the base contract. There also funds available for emergency cleaning in The Village's accounts. The original bid contract is different from the current one that is out to bid. Major factors include a more precious scope with included services and frequency of cleanings for a couple of facilities.

2) How many bathroom fixtures are at the facilities (toilets, sinks and urinals)?
   - Village Hall 118 W. Cook Avenue = 6 Toilets, 4 urinals and 8 sinks.
   - Schertz (Police & Engineering) 200 E. Cook Avenue = 13 toilets, 5 urinals, and 16 sinks
   - Street and Utilities 600 North Avenue = 2 urinals, 4 toilets and 4 sinks
   - Parks and Recreation 544 North Avenue = 3 toilets 2 urinals and 4 sinks
   - Downtown Metra Stations 200 W. Lake Ave= 1 urinals, 2 sinks and two toilets
   - Prairie Crossing Metra Station 3001 Midlothian Road (No water access or refuse) No Bathrooms
   - Prairie Crossing Metra Station 2401 Midlothian Road (No water access or refuse) No bathrooms.
   - Wastewater Treatment Plant 1532 Artaius Pkwy = 3 toilets and 2 sinks
   - Riverside Offices 870 Country Club Drive = 1 toilet and 1 sink
   - Riverside Preschool 870 Country Club Drive = 2 toilets and 1 sink
   - Riverside Pool Bathrooms 870 Country Club Drive = 3 toilets, 1 urinal and 2 sinks
   - Adler Lodge 1500 N. Milwaukee Avenue = 1 urinal, 3 toilets and 4 sinks
   - Crawford House 817 W. Lake Ave Street = 3 toilets, 1 urinal and two sinks
   - Butler Lake Field House Washrooms 835 W. Winchester = 2 toilets 1 urinal and 2 sinks

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Addendum must be submitted with Proposal. Receipt and understanding of this Addendum are hereby acknowledged:

BY:	GRISELL SANDOVAL	
	Print Name	Signature
	PRESIDENT	CHI-TOWN CLEANING SERVICES
	Title/Position	Company

Chi-Town Cleaning Services
7033 W HIGGINS AVE, CHICAGO, IL 60656 chitowncleaningserv@gmail.com

Company Profile **References** **Certificates**

Address:
7033 W Higgins Ave
Chicago, IL 60656

Contact Person:
Grisell Sandoval
Phone# 773-678-2487

Federal I.D. # 47-4831603

Length of time in business:
7033 W Higgins Ave

Chicago, IL 60656

Operating in the State of **ILLINOIS**

Company Size: 46 people
Company Size in Annual Sales:
$1 million

Email: chitowncleaningserv@gmail.com

Chi-Town Cleaning Services
7033 W HIGGINS AVE, CHICAGO, IL 60656 chitowncleaningserv@gmail.com

References

The River Trails Park District
1500 E. Euclid Ave
Mt. Prospect, Illinois, 60056
Attn: Tom Kearns
Phone: 847-463-3735
Email: tkearns@rtpd.org
Dates of Service: Since 2022
Project Total: $62,916.00

City of Prospect Heights
8 N. Elmhurst Road,
Prospect Heights, IL 60070
Attn: Mark Roscoe
Phone: 847-398-6070 x 264
Email: mroscoe@prospect-heights.org
Dates of Service: February 2023
Project Total: 14,082

Henricksen
1101 W Thorndale Ave
Itasca, IL 60143
Attn: Joe Lim
Phone#: (630) 250-9090
Email: j.lim@henricksen.com
Dates of Services: Since 2018
Project Total: $27,600.00
Size of the Facilities:23,000 sq ft

CONTRACT RENEWAL ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Libertyville ("Owner") this ___ day of _____, 2025 with Chi-Town Cleaning Services to perform a custodial services contract in the not-to-exceed amount of $89,760.

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: _____
Name:
Title: Village Administrator

Chi-Town Cleaning Services:

By: _____

Name:

Title:

Agenda Item No. 3P

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	April 8, 2025
Agenda Item:	Consideration of an Ordinance to Waive Competitive Bidding for the Purchase/Installation of a Radiant Tube Heater System for the Parks Maintenance Building Mechanics Bay & Garage
Staff Recommendation:	Approve Ordinance
Staff Contact:	Paul Kendzior, P.E., C.F.M., Director of Public Works

---

Background: The FY 2024/25 Annual Budget provides $40,116 in the Public Building Improvement Fund (Act.# 46-0000-0-796) for the replacement of the radiant tube heater system for the Parks Maintenance Building mechanics bay and garage. This system was originally installed in 1994 with a typical life expectancy of 30 years.

ACK Temp Mechanical Services Inc. is the only area contractor who can furnish and install the desired Roberts Gordon radiant tube heater replacement system, which will match the existing system that has performed very well over the years. This will require the waiving of competitive bids. ACK Temp Mechanical Services Inc. submitted a proposal of $73,270 for the purchase and installation of the desired system. The project will need to be split into two Fiscal Years because the proposal price exceeds the available budgeted funds. The mechanics bay will be completed in the current fiscal year for a price of $49,920. The remaining needed funding of $9,804 will come from the savings in the Streets & Utilities Building trench drain replacement project in the Public Building Improvement Fund. The garage will be completed in FY 2025/26 for a cost of $23,350. The budgeted restroom renovations project at the Parks Maintenance Building (CIP PW-FAC-023) in the Public Building Improvement Fund will be revised from 53,530 to $30,180 for the necessary remaining funding. This is possible because a portion of the project was already completed with the previous installation of the LED lighting.

Staff recommends approval of the attached ordinance to waive competitive bidding and accept the proposal from ACK Temp Mechanical Services Inc. in the total amount of $73,270 for the purchase/installation of the radiant tube heater system for the Parks Maintenance Building Mechanics Bay & Garage.

Attachments:
1. Ordinance
2. Proposal
3. CIP Project Sheet
4. Radiant Tube Heater System Specifications

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 25-O-

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING FOR THE PURCHASE/INSTALLATION OF A RADIANT TUBE HEATER SYSTEM FOR THE PARKS MAINTENANCE BUILDING MECHANICS BAY & GARAGE

Adopted by the
President and Board of Trustees
of the Village of Libertyville
Lake County, Illinois
This ____ day of _____, 2025

Published in pamphlet form by direction
and authority of the Village of Libertyville
Lake County, Illinois
This ____ day of _____, 2025.

ORDINANCE NO. 25-O-

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING FOR THE PURCHASE/INSTALLATION OF A RADIANT TUBE HEATER SYSTEM FOR THE PARKS MAINTENANCE BUILDING MECHANICS BAY & GARAGE

WHEREAS, The Fiscal Year 2024/25 Annual Budget provides $40,116 in the Public Building Improvement Fund (Account # 46-000-0-796) for the replacement of the radiant tube heater system at the Parks Maintenance Building mechanics bay and garage; and

WHEREAS, ACK Temp Mechanical Services Inc. has provided a price of $73,270 for the furnishing and installation of the radiant tube heater system; and

WHEREAS, ACK Temp Mechanical Services Inc. was the only area provider and installer of the desired Roberts Gordon radiant tube heater system, which will match the existing system; and

WHEREAS, the project will need to be split between two consecutive fiscal years with one mobilization period with the mechanics bay completed in FY 24/25 and garage completed in FY 25/26 because the proposal price exceeds the budgeted funds; and

WHEREAS, a savings from the S&U Trench Drain Replacement in the amount of $12,850 will offset the difference for the mechanics bay installation; and

WHEREAS, the budgeted Parks Maintenance Building Restroom Renovations project contained in the FY 2025/26 Annual Budget will be reduced by $23,350 to complete the installation of the radiant tube heater system for the garage; and

WHEREAS, ACK Temp Mechanical Services Inc. are agreeable with installing these units over two consecutive fiscal years in one mobilization period; and

WHEREAS, the President and Board of Trustees have determined that it is appropriate to waive competitive bidding for the purchase and installation of the Roberts Gordon radiant tube heater system for the Parks Maintenance Building mechanics bay and garage.

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 Requirement for competitive bidding is hereby waived.

SECTION THREE: APPROVAL OF PURCHASE. The purchase and installation of the radiant tube heater system for the Parks Maintenance Building mechanics bay and garage in the total amount of $73,270 from ACK Temp Mechanical Services Inc. is hereby approved.

SECTION FOUR: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage by a two-thirds vote of the Board of Trustees and publication in pamphlet form in the manner provided by law.

PASSED this _____day of _____, 2025.

AYES:

NAYS:

ABSENT:

APPROVED this _____day of _____, 2025.

_____
Donna Johnson, Village President

ATTEST:

_____
Margaret Clark, Village Clerk

ACK-TEMP™
MECHANICAL SERVICES INC.
23 hour emergency service - Office 1-847-719-2665 / Fab Shop 1-847-438-7051 / fax 1-847-474-4444 / mail@acktemp.com / WWW.Acktemp.com
Complete Building Mechanical Audits / Air-conditioning / Refrigeration / Heating / Dehumidification / Ventilation / Exhaust Fans / Make-up Air Fans / Plumbing / Piping / Ice Machines / Full Metal Fabrication & Welding

PO:_____
Start Date:_____
Lead:_____

Date: 3/5/2025

Estimate # 06132539

Customer Information: Libertyville Public Works
600 North Ave
Libertyville, IL 60048-2050

Phone:
Mobil
Fax:
E-Mail: mbrady@libertyville.com

Regarding: Libertyville Public Works - Mechanic Bay At Parks Department (Roberts-Gordon)

Reason for said repair/installation/replacement: Quote requested per Andre Di Paolo

Materials/Labor Necessary: Ack Temp Mechanical Services, Inc. will provide labor and materials to remove and replace existing IR heaters. New systems will include gas-fired radiant tube heaters. Work to include removal of existing IR heaters and to properly dispose. Install new IR heaters in optimal locations for maximum heat distribution. Run new fresh air vent completely to 100% outside air termination, to make units qualify for Nicor rebates. Run new vent pipe completely to outside side wall termination or through roof boot to rain cap. Connect all gas pipe and electrical and run new if needed. Install new thermostats. Leak check all gas pipe. Set gas pressure to manufacture spec. Start up per manufacturer start up procedure and guidelines. Full system functionality test performed and start up forms completed.

MATERIALS:
- Vent Piping
- B-Vent Pipe & Vent Caps
- Flue & Fresh Air Wall Terminals
- Hangers, Hardware, Sealant's As Needed
- Scissor Lift (2 Week Rental)
- Manual Lift's

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Complete Building Mechanical Audits / Air-conditioning / Refrigeration / Heating / Dehumidification / Ventilation / Exhaust Fans / Make-up Air Fans / Plumbing / Piping / Ice Machines / Full Metal Fabrication & Welding

PO:_____
Start Date:_____
Lead:_____

Date: 3/5/2025

Estimate # 06132539

Customer Information: Libertyville Public Works
600 North Ave
Libertyville, IL 60048-2050

Phone:
Mobil
Fax:
E-Mail: mbrady@libertyville.com

MECHANIC BAY AT PARKS DEPARTMENT 49,920.00

Existing Equipment: (875K BTU's)
7-125K Heaters

New Equipment: (575K BTU's)
1 - Roberts-Gordon 1-Stage, 200k BTU's, IR Heaters - 70'
M# BH-200
3-Year Factory Warranty
Single Stage

2 - Roberts-Gordon 1-Stage, 125k BTU's, IR Heaters - 50'
M# BH-125
3-Year Factory Warranty
Single Stage

1 - Roberts-Gordon 1-Stage, 125k BTU's, IR Heater - 40'
M# BH-125
3-Year Factory Warranty
Single Stage

4 - 90° Elbow Kit

4 - Thermostat's: Roberts-Gordon Programmable

Nicor Rebates Per IR Heater ($700 Per Head) -2,800.00
Total For Fleet Mechanic Bay At parks Department 47,120.00

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Complete Building Mechanical Audits / Air-conditioning / Refrigeration / Heating / Dehumidification / Ventilation / Exhaust Fans / Make-up Air Fans / Plumbing / Piping / Ice Machines / Full Metal Fabrication & Welding

PO:_____

Start Date:_____

Lead:_____

Date: 3/5/2025 **Estimate # 06132539**

Customer Information: Libertyville Public Works
600 North Ave
Libertyville, IL 60048-2050

Phone:
Mobil
Fax:
E-Mail: mbrady@libertyville.com

Balance is due upon completion of work outlined in the proposal.
Pricing is good for 30 days of this proposal and a 50% down payment must be received before materials will be ordered
This price is based on above listed work and materials only. Any additional work or materials will not be provided without the customer's written consent, signed service ticket is acceptable and will be invoiced separately.
Deposits are non-refundable. 30% re-stock fee on standard items. No refunds on custom materials.
If you have any questions please feel free to contact Ack-Temp at anytime at 847-719-2665 or fax us at 847-474-4444.
Thank you for your business,

Respectfully,

Russell Ackerman
Ack-Temp Mechanical Services, Inc.

Signature: _____

Printed Name: _____

Date: _____

Please sign, date and return this along with purchase order. Purchase order must refer to this dated proposal. Ack-Temp will perform only above listed work, once signed and dated proposal is received. No other work expressed or implied will be done without written authorization. Customer agrees to be responsible for any costs, including liens, attorney fees, court costs, extra man hours, est. incurred by Ack-Temp Mechanical Services, Inc. in attempt to enforce all provisions of this proposal. Signer has authority to order the work outlined above. I agree the Seller resumes title to equipment/materials furnished until final payment is made. If payment is not made as agreed, seller can remove said equipment/materials at buyer's expense. Any damage resulting from said removal shall not be the responsibility of seller. After 30 days 2% monthly service changes on all unpaid balances.

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Complete Building Mechanical Audits / Air-conditioning / Refrigeration / Heating / Dehumidification / Ventilation / Exhaust Fans / Make-up Air Fans / Plumbing / Piping / Ice Machines / Full Metal Fabrication & Welding

PO:_____
Start Date:_____
Lead:_____

Date: 3/5/2025

Estimate # 06132540

Customer Information: Libertyville Public Works
600 North Ave
Libertyville, IL 60048-2050

Phone:
Mobil
Fax:
E-Mail: mbrady@libertyville.com

Regarding: Libertyville Public Works - Parks Garage (Roberts-Gordon)

Reason for said repair/installation/replacement: Quote requested per Andre Di Paolo

Materials/Labor Necessary: Ack Temp Mechanical Services, Inc. will provide labor and materials to remove and replace existing IR heaters. New systems will include gas-fired radiant tube heaters. Work to include removal of existing IR heaters and to properly dispose. Install new IR heaters in optimal locations for maximum heat distribution. Run new fresh air vent completely to 100% outside air termination, to make units qualify for Nicor rebates. Run new vent pipe completely to outside side wall termination or through roof boot to rain cap. Connect all gas pipe and electrical and run new if needed. Install new thermostats. Leak check all gas pipe. Set gas pressure to manufacture spec. Start up per manufacturer start up procedure and guidelines. Full system functionality test performed and start up forms completed.

MATERIALS:
- Vent Piping
- B-Vent Pipe & Vent Caps
- Flue & Fresh Air Wall Terminals
- Hangers, Hardware, Sealant's As Needed
- Scissor Lift (1 Week Rental)
- Manual Lift's

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Complete Building Mechanical Audits / Air-conditioning / Refrigeration / Heating / Dehumidification / Ventilation / Exhaust Fans / Make-up Air Fans / Plumbing / Piping / Ice Machines / Full Metal Fabrication & Welding

PO:_____
Start Date:_____
Lead:_____

Date: 3/5/2025 **Estimate # 06132540**

Customer Information: Libertyville Public Works
600 North Ave
Libertyville, IL 60048-2050

Phone:
Mobil
Fax:
E-Mail: mbrady@libertyville.com

PARKS GARAGE 23,350.00

Existing Equipment: (330K BTU's)
2-125K Heaters
1 -80K Heater

New Equipment: (350K BTU's)
2 - Roberts-Gordon 1-Stage, 125k BTU's, IR Heaters - 60'
M# BH-125
3-Year Factory Warranty
Single Stage

1 - Roberts-Gordon 1-Stage, 100k BTU's, IR Heater - 40'
M# SWKSSTTB0830AN
3-Year Factory Warranty
Single Stage

3 - Thermostat's: Roberts-Gordon Programmable

Total For Parks Garage	23,350.00
Nicor Rebates Per IR Heater ($700 Per Head)	-2,100.00

ACK-TEMP™
MECHANICAL SERVICES INC.
23 hour emergency service - Office 1-847-719-2665 / Fab Shop 1-847-438-7051 / fax 1-847-474-4444 / mail@acktemp.com / WWW.Acktemp.com
Complete Building Mechanical Audits / Air-conditioning / Refrigeration / Heating / Dehumidification / Ventilation / Exhaust Fans / Make-up Air Fans / Plumbing / Piping / Ice Machines / Full Metal Fabrication & Welding

PO:_____
Start Date:_____
Lead:_____

Date: 3/5/2025 **Estimate # 06132540**

Customer Information: Libertyville Public Works
600 North Ave
Libertyville, IL 60048-2050

Phone:
Mobil
Fax:
E-Mail: mbrady@libertyville.com

Balance is due upon completion of work outlined in the proposal.
Pricing is good for 30 days of this proposal and a 50% down payment must be received before materials will be ordered
This price is based on above listed work and materials only. Any additional work or materials will not be provided without the customer's written consent, signed service ticket is acceptable and will be invoiced separately.
Deposits are non-refundable. 30% re-stock fee on standard items. No refunds on custom materials.
If you have any questions please feel free to contact Ack-Temp at anytime at 847-719-2665 or fax us at 847-474-4444.
Thank you for your business,

Respectfully,

Russell Ackerman
Ack-Temp Mechanical Services, Inc.

Signature: _____

Printed Name: _____

Date: _____

Please sign, date and return this along with purchase order. Purchase order must refer to this dated proposal. Ack-Temp will perform only above listed work, once signed and dated proposal is received. No other work expressed or implied will be done without written authorization. Customer agrees to be responsible for any costs, including liens, attorney fees, court costs, extra man hours, est. incurred by Ack-Temp Mechanical Services, Inc. in attempt to enforce all provisions of this proposal. Signer has authority to order the work outlined above. I agree the Seller resumes title to equipment/materials furnished until final payment is made. If payment is not made as agreed, seller can remove said equipment/materials at buyer's expense. Any damage resulting from said removal shall not be the responsibility of seller. After 30 days 2% monthly service changes on all unpaid balances.

Capital Plan 2021 *thru* 2025

Village of Libertyville, Illinois

Project # PW-FAC-022
Project Name 544 North Ave - Radiant Tube Heaters

Type Improvement
Useful Life 30 years
Category Buildings
Project Scope New Project

Department Public Works Department
Contact Public Works Director
Priority 3 Less Important

Radiant tube heaters

Description

Total Project Cost: $40,116

Replacement of approximately 500 linear feet of ceiling mounted infrared radiant tube heaters.

Justification

The original system was installed in 1994. The useful life expectancy is up to 30 years. It is in overall poor condition with significant evident deterioration.

Expenditures	2021	2022	2023	2024	2025	Total
Construction/Maintenance					40,116	40,116
Total					**40,116**	**40,116**

Funding Sources	2021	2022	2023	2024	2025	Total
Public Building Improvement Fund					40,116	40,116
Total					**40,116**	**40,116**

Budget Impact/Other

No material additional cost or savings to operating budget.

VANTAGE™

ROBERTS GORDON®

Premium Quality Unitary Heater

MODEL CTH2V

Long-Lasting Durability for Industrial/Commercial Applications

- Diagnostic capability incorporated in burner design
- Design flexibility achieved with straight, U-tube or L configurations and a broad range of burner sizes and tube lengths
- Years of field-proven product performance
- Burner box design with protective enclosure for controls helps minimize exposure to dirt and moisture from combustion air
- Longer life provided by durable components

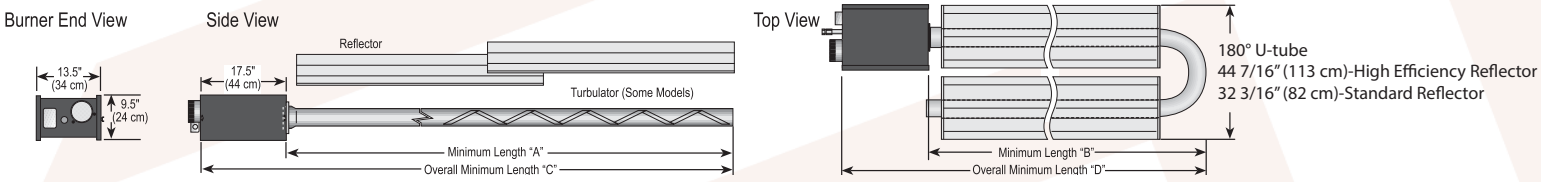
DESIGN CERTIFIED®

CERTIFIED®

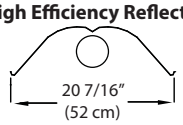
THE INDUSTRY LEADER

RADIANT EFFICIENCY

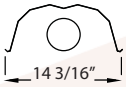
www.robertsgordon.com



High Efficiency Reflector



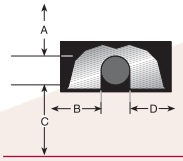
Standard Reflector

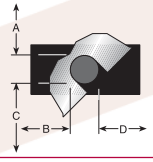


		VANTAGE® CTH2V						
Model		**CTH2V-40**	**CTH2V-60**	**CTH2V-80**	**CTH2V-100**	**CTH2V-125**	**CTH2V-150**	**CTH2V-175**
Minimum Length of Straight Tube*	[ft] A	10	20	20	30	30	40	50
Minimum Length of U-tube*	[ft, in] B	N/A	11.7	11.7	16.7	16.7	21.7	26.7
Overall Minimum Length of Straight Tube	[ft, in] C	11, 5.5	21, 5.5	21, 5.5	31, 5.5	31, 5.5	41, 5.5	51, 5.5
Overall Minimum Length of U-tube	[ft, in] D	N/A	13, 0.5	13, 0.5	18, 0.5	18, 0.5	23, 0.5	28, 0.5
*For additional lengths, please see the current Installation, Operation and Service Manual.								
Input (Btu/h) x (1000)		**40**	**60**	**80**	**100**	**125**	**150**	**175**
Inlet Pressure	[in wc] NG min.	4.6	4.6	4.6	4.6	4.6	4.6	5
	LPG Propane min.	11	11	11	11	11	11	11
	NG & LPG Propane max.	14	14	14	14	14	14	14
Gas Connection	NPT	½"	½"	½"	½"	½"	½"	½"
Exhaust Flue	dia	4"	4"	4"	4"	4"	4"	4"
Combustion Air Inlet	dia	4"	4"	4"	4"	4"	4"	4"
Weights								
Hot Rolled or Aluminized Tube and Accessory Packages [ft]		**10**	**20**	**30**	**40**	**50**	**60**	**70**
Standard Aluminum Reflector	[lb]	52	86	120	161	206	240	281
High Efficiency Aluminium Reflector	[lb]	54	89	124	167	213	248	291
Burner	**[lb]**	40						
U-tube Packages								
Aluminized U-tube for Standard Reflector	[lb]	19						
Aluminized U-tube for High Efficiency Reflector	[lb]	23						

Fuel		NG or LPG Propane
Electrical Supply		120 V, 60 Hz, 1 A
Heat Exchanger Tubing		10 ft Sections, 4" dia, 16 Gauge, First 10 ft ALUMI-THERM® Steel Tubing [Remaining Hot Rolled or Heat Treated Aluminized Steel Tubing]
Exhaust Flue	dia	4"
Reflector and End Caps		.024 Aluminum [Optional - .024 Stainless Steel Type 304]
Control System		Fully Automatic, Three-Try, 100% Shut-Off, Direct Spark Electronic Ignition Control, LED Burner Status Light
Approved As		Indoor (Vented or Unvented)
Certification		ANSI Z83.20/CSA 2.34, 2.17
Warranty		Three-Year Limited (Refer to Installation, Operation and Service Manual for Details)

Clearances to Combustibles **[in]

Model		**CTH2V-40**		**CTH2V-60**		**CTH2V-80**		**CTH2V-100**		**CTH2V-125**		**CTH2V-150**		**CTH2V-175**	
Horizontal	45°	Horiz.	45°	Horiz.	45°	Horiz.	45°	Horiz.	45°	Horiz.	45°	Horiz.	45°	Horiz.	45°
	A	6	8	6	8	6	8	6	10	6	10	6	12	8	12
	B	27	8	35	8	38	8	40	8	46	8	50	8	52	8
	C	53	51	63	60	66	66	71	74	77	78	80	84	82	85
	D	27	46	35	54	38	60	40	64	46	69	50	74	52	79



**Clearances B, C and D can be reduced by 50% for locations 25 ft (7 m) or more downstream of the burner. For other mounting options and associated clearances, complete installation, operation and service criteria, please see the current issue of the Installation, Operation and Service Manual.

This product is not for residential use.

This document is intended to assist licensed professionals in the exercise of their professional judgment.

Roberts-Gordon LLC
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Buffalo, NY 14240-0044 USA
Telephone: +1.716.852.4400
www.robertsgordon.com

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Agenda Item No. 3Q

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 8, 2025

Agenda Item: Consideration of an Ordinance Amending Chapter 23 of the Municipal Code Regulating Parking Restrictions on Drake Street

Staff Recommendation: Approve Ordinance

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

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Background: The east side of Drake Street between McKinley Avenue and W. Rockland Road has signage restricting parking from 7:00 a.m. to 2:00 p.m. on school days. It was determined by staff that the parking restriction was not codified in the Municipal Code. The adjacent streets all restrict parking on school days due to their proximity to the high school and these parking restrictions have been codified in the Municipal Code - Section 23-76 (No Parking Zones).

Staff recommends amending Section 23-76 (No Parking Zones) of the Municipal Code as follows to add Drake Street:

Street	Side	Extent
Drake Street	East	Between McKinley Avenue and W. Rockland Road from 7:00 a.m. to 2:00 p.m. on School Days

Village staff recommends approval of the Ordinance to amend Chapter 23 of the Libertyville Municipal Code to restrict parking on the east side of Drake Street.

Attachments:
1. Ordinance
2. Exhibit of Parking Restriction

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 25-O-___

AN ORDINANCE AMENDING CHAPTER 23
OF THE LIBERTYVILLE MUNICIPAL CODE
REGULATING PARKING
IN THE VILLAGE OF LIBERTYVILLE, LAKE COUNTY, ILLINOIS

Adopted by the
President and Board of Trustees
of
The Village of Libertyville
This _____ day of _____, 2025

Published in pamphlet form by
direction and authority of the
Village of Libertyville
Lake County, Illinois
This _____ day of _____, 2025

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 25-O-___

AN ORDINANCE AMENDING CHAPTER 23
OF THE LIBERTYVILLE MUNICIPAL CODE
REGULATING PARKING
IN THE VILLAGE OF LIBERTYVILLE, LAKE COUNTY, ILLINOIS

WHEREAS, Section 23-76 of the Libertyville Municipal Code regulates parking, it is necessary for the Village to adopt an Ordinance regulating parking on Drake Street.

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 foregoing recitals are hereby incorporated herein and fully set forth as findings of the Village of Libertyville President and Board of Trustees.

SECTION TWO. Amendments: Section 23-76 of the Libertyville Municipal Code shall be and is hereby amended with the following: Exhibit A contains Section 23-76 – No Parking Zones and displays the addition of a parking restriction on Drake Street and by this reference incorporated herein.

SECTION THREE. That if any section, paragraph, clause, phrase, or part of this Ordinance is for any reason held invalid, such decision shall not affect the validity of the remaining provisions of the Ordinance, and the application of these provisions of any persons or circumstances shall not be affected hereby.

SECTION FOUR. That all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed insofar as the conflict herewith.

SECTION FIVE. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as required by law.

PASSED this _____ day of _____, 2025.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2025.

_____
Donna Johnson, Village President

ATTEST:

_____
Margaret Clark, Village Clerk

Exhibit A
Municipal Code Section 23-76 – No Parking Zones

Sec. 23-76. No parking zones.

The following places are designated as no parking zones:

Street	*Side*	*Extent*
American Way	East	From W. Winchester Road to a point approximately four hundred forty-five (445) feet to the north.
Ames Street	Both	From McKinley Avenue to Rockland Road between the hours of 7:00 a.m. and 2:00 p.m. on school days.
Appley Ave.	North and East	Between Oak Spring Road and the east intersection with Bartlett Terrace.
Appley Avenue	Both	From the east curb of Milwaukee Ave. to a point one hundred (100) feet to the east.
Artaius Parkway	Both	From its northerly intersection with Milwaukee Avenue (IL Route 21) to a point three hundred (300) feet east of the east right-of-way of Milwaukee Avenue.
Ashbury Lane	Both	From the south right-of-way of Illinois Route 176 to the north curb of the east-west portion of Ashbury Lane.
Bell Lane	West	From the south edge of Peterson Road to the north edge of Greenacre Drive.
Blackburn Circle	North	For the full length of the street from the hours of 7:00 a.m. and 2:00 p.m. on school days.
Brainerd Ave.	Both	For the entire length through the village.
Broadway	South	Between Fourth St. and Fifth St.
Broadway St.	North	From the west curb of Fifth Street to the east curb of Fourth Street; and Fifth Street, west side, from the north curb of Park Avenue to the south curb of Church Street.
Burdick St.	Both	Between McKinley Ave. to Rockland Rd. from 7:00 a.m. to 2:00 p.m. on school days.
Burridge Ct.	Both	Entire length through village from 7:00 a.m. to 2:00 p.m. on school days.
Butterfield Rd. (Rte. 57)	Both	Entire length through village.
Carter St.	Both	Between McKinley Ave. to Rockland Rd. from 7:00 a.m. to 2:00 p.m. on school days.
Carter Street	West	From the south curb of Rockland Road to the north curb of Crane Boulevard, from 7:00 a.m. to 9:30 a.m. on school days.
Church St.	Both	From a point sixty (60) feet east of the centerline of Milwaukee Ave. to a point

		sixty (60) feet west of the centerline of Milwaukee Ave.
Church St.	South	East of Fifth St.
Circle Drive	Both	Between the hours of 7:00 a.m. and 2:00 p.m. on school days.
Cleveland Ave.	South	From a point three hundred ninety-seven (397) feet west of the west curb of Stewart Avenue, to the western limit of Cleveland Avenue, two-hour parking, weekdays, from 8:00 a.m. to 2:00 p.m.
Cleveland Ave.	South	From the west curb of Stewart Avenue to a point two hundred eleven (211) feet to the west.
Cook St.	Both	From a point sixty (60) feet east of the centerline of Milwaukee Ave. to a point sixty (60) feet west of the centerline of Milwaukee Ave.
Crane Blvd.	Both	From Burdick west to three hundred (300) feet west of Drake Street between the hours of 7:00 a.m. and 9:30 a.m. school days.
Dawes Street	Both	Between McKinley Ave. and Crane Blvd. from 7:00 a.m. to 2:00 p.m. on school days.
Dawes Street	West	From IL Route 176 to McKinley Avenue from the hours of 7:00 a.m. to 4:00 p.m. on school days.
Douglas Ave.	East	From the north curb line of Park Ave. to a point two hundred eighty (280) feet to the north.
Drake Street	***East***	***Between McKinley Avenue to W. Rockland Road from 7:00 a.m. to 2:00 p.m.***
East Cook Avenue	South	From the east curb of Milwaukee Avenue to a point one hundred (100) [feet] to the east shall be [designated as] "no parking here to corner."
East Cook Avenue	South	From a point one hundred (100) feet from the east curb of Milwaukee Avenue to a point one hundred twenty (120) feet east shall be designated as "15-minute parking this space only."
Elm Court	Both	For the full length of the street from the hours of 7:00 a.m. to 4:00 p.m. on school days.
Fifth Street	East	Between Church St. and Park Ave.
Fifth Street	West	Between Church Street to Park Avenue

First Street	East	From the north curb of Church Street to the north property line of 510 N. First Street.
First Street	West	From the north curb of Church Street to a point two hundred fifty (250) feet north of the north curb of Cook Avenue.
First Street	West	From a point fifty (50) feet south of the west curb of Broadway Street to a point fifty (50) feet north of the west curb of Park Avenue.
Forest Lane	Both	For the full length of the street from the hours of 7:00 a.m. to 4:00 p.m. on school days.
Fourth Street	East	From the curb radius return of Broadway to a point seventy-five (75) feet to the north.
Garfield Ave.	Both	Between Park Ave. and a point two hundred fifty (250) feet south of the centerline of Park Ave.
Garfield Ave.	Both	Between Austin Avenue and Park Avenue (IL Route 176).
Gracewood Dr.	Both	Entire length through village from 7:00 a.m. to 2:00 p.m. on school days.
Harding Avenue	Both	From the curb radius return of IL Route 176 to a point one hundred (100) feet to the north.
Harms Avenue	Both	Between the hours of 7:00 a.m. and 9:30 a.m. on school days
Havenwood Court	Both	Between the hours of 7:00 a.m. and 9:30 a.m. on school days
Havenwood Drive	Both	between the hours of 7:00 a.m. and 9:30 a.m. on school days
Highgate Ct.	North	Between Butterfield Road and Highgate Court.
Hollister Drive (north section)	South	From the east curb of Milwaukee Avenue to a point two hundred fifteen (215) feet to the east.
Hollister Drive (north section)	South	From three hundred eighty (380) feet east of the east curb of Milwaukee Avenue, following the curvature of the road, to a point four hundred sixty-seven (467) feet from the east curb of Milwaukee Avenue.
Hollister Drive (north section)	North	From the east curb of Milwaukee Avenue to a point two hundred seventy (270) feet to the east.

Homewood Avenue	Both	For the full length of the street from the hours of 7:00 a.m. to 4:00 p.m. on school days.
Hough Street	Both	Entire length
Hough Street	Both	Entire length on east side, including cul-de-sac and the west side extending 170 feet south from the end of the cul-de-sac and extending 220 feet north from Park Avenue. As indicated by no parking signage.
Hurlburt Ct.	North	From the west curb line of Park Place to a point two hundred eight (208) feet to the west, buses only.
Hurlbert Ct.	South	Between Fourth St. and Fifth St.
Hurlburt Court	South	From its easterly intersection with Park Place to a point one hundred seventy (170) feet to the west.
Illinois Route 176 (Park Ave.)	Both	For the entire length through the village.
Kildare Avenue	North	At the east end of the road, no parking on the north side in front of village's lift station as indicated by no parking signage.
Lake St.	Both	From Brainerd Ave. west to the west line of Butler Lake Park.
Lake Street	North	From Brainerd Avenue east to N. Milwaukee Avenue except the following designated on-street parallel parking spaces. From the curb radius return of N. Milwaukee Avenue to a point between 40—80 feet to the west where posted for parallel parking with a 15-minute maximum limit. From the curb radius return of N. Milwaukee Avenue to a point between 80—100 feet to the west where posted for parallel parking with a 30-minute maximum limit, Monday to Saturday from 7:00 am to 7:00 pm. From the curb radius return of N. Milwaukee Avenue to a point between 100—160 feet to the west where posted for parallel parking with a two-hour maximum limit.
Lake St.	South	From the east curb of Butterfield Road, to a point 100 feet to the east, and north side, from the east curb of Butterfield Road to the western edge of the Commonwealth Edison property.

Lange Court	West	For the full length of the street.
Laurel Avenue	North	Entire length through village from 7:00 a.m. to 2:00 p.m. on school days.
Laurel Avenue	Both	For the full length of the street from the hours of 7:00 a.m. to 4:00 p.m. on school days.
Laurel Avenue	South	Entire length through village.
Linden Lane	Both	For the full length of the street.
Liberty Drive	Both	Between Fifth Street and the easterly property line of 800 Liberty Drive.
Linden Lane	Both	For the full length of the street.
Maple Avenue	North	From a point fifty (50) feet east of the east curb of Douglas Avenue to a point fifty (50) feet west of the west curb of Douglas Avenue.
McKinley Ave.	Both	Between Dawes St. to Garfield Ave. from 7:00 a.m. to 2:00 p.m. on school days.
McKinley Ave.	Both	Between Garfield Avenue and Steward Avenue between the hours of 7:00 a.m. and 9:30 a.m. on school days.
Milwaukee Avenue	Both	For the entire length through the village, except where posted for parallel parking with a two-hour maximum limit on the west side between Lake Street and Church Street and on the east side between Broadway and Lake Street.
Milwaukee Avenue	West	From Lake Street north to Newberry Avenue except the following designated on-street parallel parking spaces. From the curb radius return of Lake Street to a point 20—60 feet to the north where posted for parallel parking with a two-hour maximum limit. From the curb radius return of Lake Street to a point between 60—100 feet to the north where posted for parallel parking with a 30-minute maximum limit, Monday to Saturday from 7:00 am to 7:00 pm. From the curb radius return of Lake Street to a point between 130—170 feet to the north where posted for parallel parking with a 2-hour maximum limit.
Newcastle Drive	North	From the east side of the Commonwealth Edison property to the west curb of Elderberry Drive.

Newcastle Drive	North	For a distance of one hundred (100) feet east from the east curbs of Elderberry Drive, and for a distance of one hundred (100) feet west of the west curb of Vineyard Lane.
Newcastle Drive	South	From the east side of the Commonwealth Edison property for a distance of one thousand (1,000) feet to the east of the northwest curb of Elderberry Drive.
Old Peterson Rd.	South	Between the village boundary and Butterfield Road
Paradise Lane	Both	Between Sedgwick Drive and Lake Street from the hours of 7:00 a.m. and 2:00 p.m. on school days.
Park Ave.	Both	From a point three hundred (300) feet east of the centerline of Milwaukee Ave. to a point three hundred (300) feet west of the centerline of Milwaukee Ave.
Park Ave.	Both	Between the east village limits to the west village limits.
Park Place	East	From its northerly intersection of Hurlburt Court to its southerly intersection of Maple Ave.
Parkview Drive	Both	From the east curb of Milwaukee Avenue to a point four hundred ninety-two (492) feet to the east.
Pond Ridge Road	Both	Between the hours of 7:00 a.m. and 2:00 p.m. during school days.
Rockland Rd.	Both	Between Drake St. to Carter St. from 7:00 a.m. to 2:00 p.m. on school days.
Rockland Rd.	North	From Illinois Route 21 to Fourth Ave.
Rockland Rd.	South	Between Oak Street and Circle Drive from 7:00 a.m. and 2:00 p.m. on school days
Rockland Rd.	Both	Between Garfield Avenue and Prairie Street except as depicted on Exhibit A to Libertyville Ordinance No. 88-0-41 on file in the office of the village clerk.
Second Street	East	From the north curb of Church Street to the south property line of 510 North Second Street.
School Street	South	East-west residential section and the east side of north-south section.
School Street	South	Three (3) parking spaces from the bump-out at Milwaukee Avenue to a point fifty-five (55) feet east, shall be designated as

		fifteen-minute parking zones, from 7:00 a.m. - 6:00 p.m.
School Street	South	One hundred twenty (120) feet from the bump-out at Milwaukee Avenue to a point one hundred sixty-seven (167) feet east, shall be designated as two-hour parking from 7:00 a.m. - 6:00 p.m.
School Street	North	From the bump-out at Milwaukee Avenue to a point forty-four (44) feet east, shall be designated as two-hour parking from 7:00 a.m. - 6:00 p.m.
School Street	North	One hundred forty-four (144) feet from the bump-out at Milwaukee Avenue to a point one hundred eighty (180) feet east, shall be designated as two-hour parking from 7:00 a.m. - 6:00 p.m.
School Street	North	Two hundred fifty-four (254) feet from the bump-out at Milwaukee Avenue to a point five hundred sixteen (516) feet east, shall be designated as four-hour parking from 7:00 a.m. - 6:00 p.m.
School Street	North	Six hundred thirty-three (633) feet from the bump-out at Milwaukee Avenue to a point seven hundred twenty-two (722) feet east, shall be designated as four-hour parking from 7:00 a.m. - 6:00 p.m.
School Street	West	From the north curb of Newberry Avenue to a point one hundred (100) feet to the south, shall be designated as four-hour parking from 7:00 a.m. - 6:00 p.m.
School Street	West	From the parking lot entrance to a point seventy-three (73) feet south, shall be designated as four-hour parking from 7:00 a.m. - 6:00 p.m.
Second Street	West	From the north curb of Church Street to the south curb of North Avenue.
Sedgwick Drive	Both	For the full length of the street from the hours of 7:00 a.m. and 2:00 p.m. on school days.
Shari Lane	Both	Between the hours of 7:00 a.m. and 9:30 a.m. on school days
South Seventh St.	East	Between Glendale Road and Valley Park Drive between the hours of 8:00 a.m. and 9:00 a.m. and between the hours of 2:30 p.m. and 3:30 p.m. during school days.

South Seventh St.	West	From the south edge of the driveway for Copeland School south therefrom for a distance of one hundred forty (140) feet between the hours of 8:00 a.m. and 9:00 a.m. and between the hours of 2:30 p.m. and 3:30 p.m. during school days.
Sunset Dr.	Both	Between Park Ave. and the southeast extension of Sunset Dr.
Sunset Drive	Both	For the full length of the street from the hours of 7:00 a.m. to 4:00 p.m. on school days.
Technology Way	Both	From its southerly intersection of Winchester Road to the north property line of Motorola, 600 N. Rt. 45.
U.S. Route 45	Both	Through the entire length of the village.
Walnut St.	Both	Between Milwaukee Avenue and the east property line of 110 Walnut Street.
Walnut St.	North	Between Carriage Hill Circle and the east property line of 110 Walnut Street.
Walnut St.	South	Extending from the east property line of 110 Walnut Street to the east property line of 125 Walnut Street.
West Ellis Ave.	South	Restricted to three-hour parking, between 7:00 a.m. and 6:00 p.m.
West Golf Rd.	North	From the western edge of Butterfield Road to a point two hundred sixty-two (262) feet to the west.
West Golf Rd.	South	Between Butterfield Road and Highgate Court.
West Golf Rd.	West	Between Butterfield Road and Highgate Court.
W. Lincoln Avenue	North	From a point two hundred thirty (230) feet west of the west curb of S. Stewart Avenue to Garfield Avenue between 8:00 a.m. to 9:00 a.m. and 3:00 p.m. to 4:00 p.m. on school days.
W. Lincoln Avenue	South	From S. Stewart Avenue to Garfield Avenue no stopping, standing or parking, except buses.
West Rockland Rd.	Both	Between Garfield Avenue and Carter Avenue between the hours of 7:00 a.m. and 9:30 a.m. school days.
West Rockland Rd.	South	Between Ash Street and Oak Street.

Wheeler Court	Both	From Johnson Avenue to Ellis Avenue, restricted to three-hour parking, 7:00 a.m. to 6:00 p.m. weekdays.
Winchester Ave.	Both	From a point three hundred (300) feet east of the centerline of Milwaukee Ave. to a point three hundred (300) feet west of the centerline of Milwaukee Ave.
Winchester Road	North	From the east curb of Milwaukee Avenue to the west curb of Parliament Court.
Winchester Road	South	From the east curb of East Ellis Avenue to a point eighty-six (86) feet to the east.

Proposed No Parking Restrictions

No Parking on the East Side of Drake Street

Agenda Item No. 3R

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 8, 2025

Agenda Item: Consideration of a Resolution to Approve a Right of Entry / Access Agreement with the Village of Vernon Hills for Improvements Along the Seavey Drainage Ditch

Staff Recommendation: Approve Resolution

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

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Background: The Village of Vernon Hills ("Vernon Hills") is proposing to perform streambank stabilization and restoration improvements along the Seavey Drainage Ditch, which is located just south of the Village's municipal limits. A small portion of the project will require work to extend into property owned by the Village of Libertyville ("Libertyville").

In order to perform these improvements, a *Right of Entry / Access Agreement* must be established by the entities prior to commencement of the work to establish terms of Vernon Hills' use of Libertyville's property. The *Right of Entry / Access Agreement* has been reviewed by the Village Attorney.

Staff recommends adoption of the attached resolution to approve the *Right of Entry / Access Agreement* and authorize execution by the Village Administrator.

Attachments:
1. Resolution
2. Right of Entry / Access Agreement
3. Location Map

RESOLUTION NO. 25-R-

A RESOLUTION TO APPROVE A RIGHT OF ENTRY / ACCESS AGREEMENT WITH THE VILLAGE OF VERNON HILLS FOR IMPROVEMENTS ALONG THE SEAVEY DRAINAGE DITCH

WHEREAS, The Village of Vernon Hills (hereinafter "Vernon Hills") is proposing to perform grading, streambank stabilization, and restoration improvements along the Seavey Drainage Ditch (the "Improvements"); and

WHEREAS, a portion of the improvements will need to be constructed beyond the municipal limits of Vernon Hills and will extend into property owned by the Village of Libertyville ("Libertyville"); and

WHEREAS, a *Right of Entry / Access Agreement* has been provided to establish terms on Vernon Hills' use of Libertyville's property to perform the Improvements; and

WHEREAS, Libertyville agrees that it is in the best interests of Libertyville to approve and execute the *Right of Entry / Access Agreement*.

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

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

SECTION 2: Approval of *Right of Entry / Access Agreement*. The Village of Libertyville President and Board of Trustees approves the *Right of Entry / Access Agreement* attached hereto as Exhibit A.

SECTION 3: Execution of *Right of Entry / Access Agreement*. The Village Administrator is hereby authorized and directed to execute the *Right of Entry / Access Agreement* on behalf of the Village.

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

PASSED this _____ day of _____, 2025.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2025.

_____
Donna Johnson, Village President

ATTEST:

_____
Margaret Clark, Village Clerk

EXHIBIT A

RIGHT OF ENTRY / ACCESS AGREEMENT

RIGHT OF ENTRY / ACCESS AGREEMENT

This Agreement is made this 18th day of February 2025, by and between the Village of Vernon Hills, ("Vernon Hills"), as the entity overseeing the construction of streambank stabilization and restoration improvements along the Seavey Drainage Ditch, and the Village of Libertyville, an Illinois Municipal Corporation ("Libertyville").

WHEREAS, Vernon Hills is proposing to remove trees and brush, perform grading improvements to the streambanks, and restore disturbed areas with stone riprap and seeding (collectively, the "Improvements"), in part within the Village of Libertyville-owned parcel of real property with a Property Identification Number of 11-29-200-002, commonly referred to as 27707 N. Butterfield Road, Libertyville, Illinois, 60048 (the "Property"), for the purpose of providing enhancements to the functionality and stability of the Seavey Drainage Ditch, within the area depicted on Exhibit A which is attached hereto; and

WHEREAS, the Improvements necessitate that Vernon Hills, and its subcontractors, access and perform construction activities within the Property; and

WHEREAS, Libertyville seeks to be protected against loss, damage or injury which might or could arise from Libertyville giving permission to Vernon Hills, and/or its subcontractors, to enter the Property for purposes of constructing the Improvements; and

WHEREAS, Vernon Hills is willing to provide for Libertyville protection against loss, damage or injury, by reason of the

provisions of this Agreement, provided Libertyville grants Vernon Hills access to the Property to construct the Improvements;

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. Libertyville hereby permits and authorizes Vernon Hills, and/or its subcontractors, to enter onto the Property, on the approximate date(s) of March 26, 2025 through June 1, 2026 for purposes of constructing the Improvements. It is further acknowledged that this Agreement shall become null and void as of June 2, 2026.

2. Not later than June 1, 2026, Vernon Hills must restore all landscaped areas and any other existing features that are disrupted by the Improvements or by the construction thereof, within and adjacent to the Property, to their pre-construction conditions or better.

3. In consideration of the right of entry granted to Vernon Hills herein, Vernon Hills agrees to release Libertyville from any and all claims Vernon Hills might have for injury, damage or loss as might arise during the activities to be engaged in by Vernon Hills, or by others acting on behalf of Vernon Hills, specifically with respect to the construction of the Improvements or the condition of the Property, as permitted by this Agreement.

4. Vernon Hills further agrees to and does hereby hold Libertyville harmless from and against any loss, damage or injury that might arise by reason of any claim made by any third person, whether hired or employed by Vernon Hills, to the extent any such claims for injury, damage or loss made by such others are alleged to arise from those activities undertaken by Vernon Hills, or those

acting on Vernon Hills' behalf, specifically with respect to the construction of the Improvements or the condition of the Property.

5. It is the intention of the parties hereto that this Agreement shall release Libertyville from any and all liability for loss, damage or injury to Vernon Hills or others, whether such injury results from the negligent act of Vernon Hills, Libertyville, third persons, or as a result of the condition of the Property, to the extent that any such claim, cause of action or demand arises out of the construction of the Improvements or the condition of the Property.

6. Aside from those rights conveyed to Vernon Hills herein, Vernon Hills otherwise obtains no possessory interests or rights in the Property and is not hereby given the authority to allow any other person in or onto the Property other than as such person's presence might be necessary to cause that work which is to be done under this Agreement to be accomplished. In that regard, Vernon Hills acknowledges that Libertyville has no control or supervision over those who might enter the Property to cause work to be done and Libertyville has no contractual arrangement or other arrangement with any person brought in by Vernon Hills to do any such work.

Vernon Hills
Village of Vernon Hills

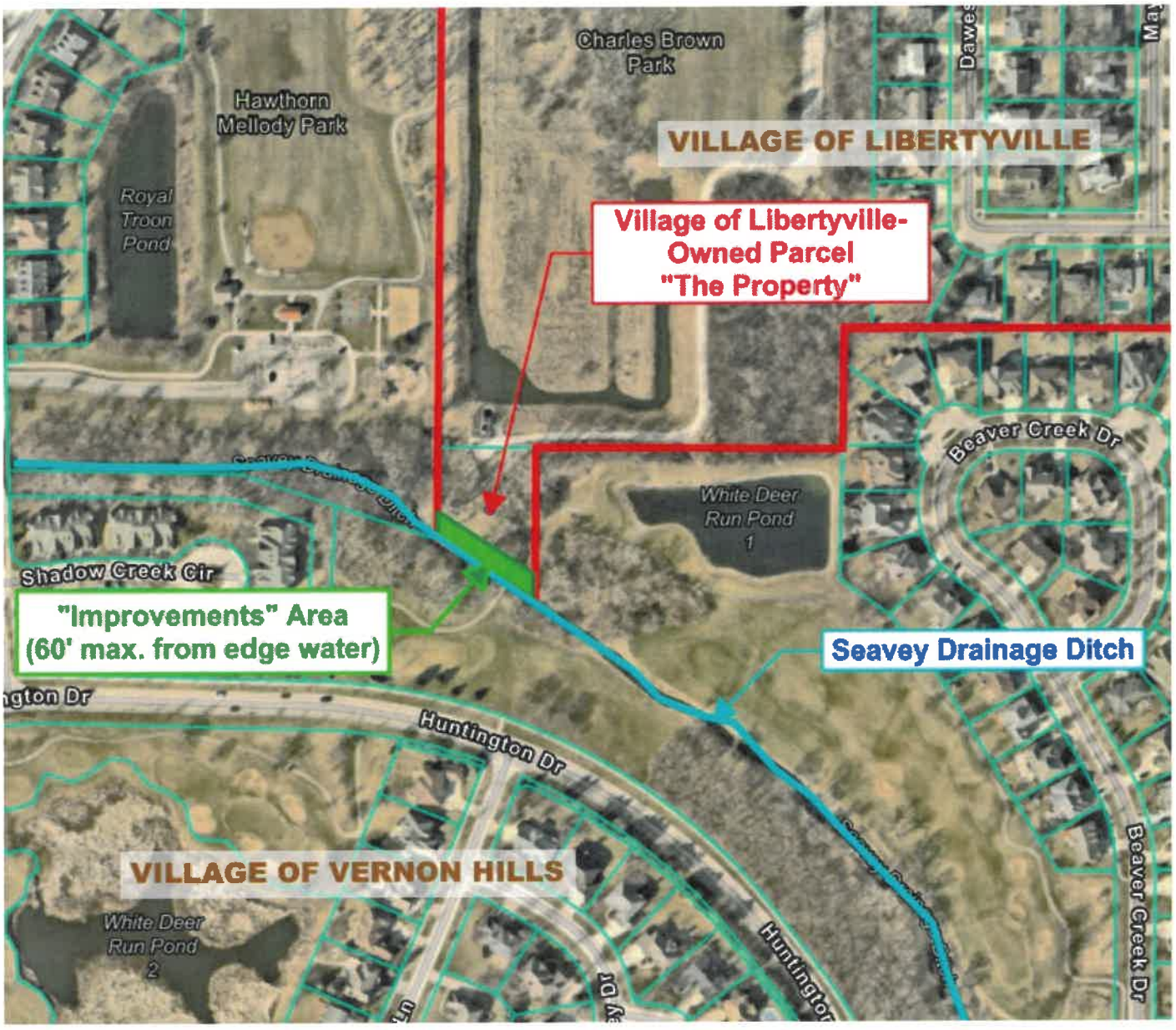
By: _____
Kevin Timony
Village Manager

Libertyville
Village of Libertyville

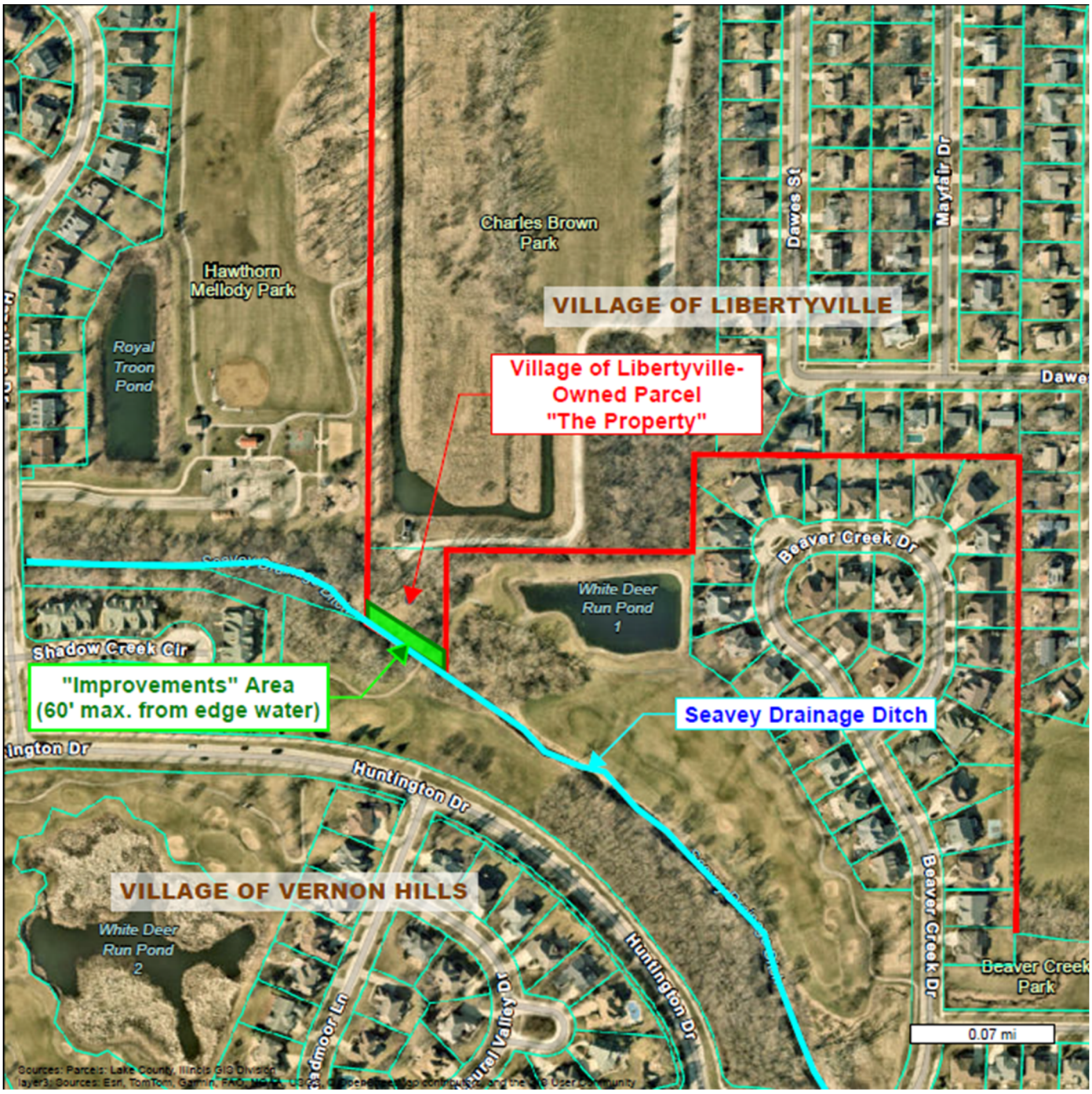
By: _____
Kelly Amidei
Village Administrator

EXHIBIT A

Location Exhibit



LOCATION MAP



Agenda Item No. 3S

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 8, 2025

Agenda Item: Consideration of a Resolution to Approve a Request for a Special Event – Festival of the Arts

Staff Recommendation: Approve Resolution

Staff Contact: Kelly Amidei, Village Administrator

Background: Attached is a letter from the Adler Arts Center and the GLMV Chamber of Commerce requesting Village Board approval for the 44th annual Festival of Arts event on August 2nd and 3rd, 2025. They are also requesting to place a Banner in Cook Park and four entryway signs to promote their event. The use of food trucks for food and non-alcoholic beverages is also requested as part of the event.

The Art Festival is well attended and brings residents and visitors to the downtown to shop, dine and stay, consistent with the goal to promote Libertyville. Approval of the event by the Village Board is subject to the following conditions:

- Obtaining approval from Cook Park Library to block the entrance to the parking lot, utilize their waste corral for recycling and waste and notification to other entities that will have limited access during the event.
- A meeting with Village Administration prior to the event to review the layout of the event activities.
- Completion of the Special Event Application with the recommended conditions.
- Final Layout to be provided to and approved by Administration

Staff recommends approval of the resolution to approve the Festival of Arts event.

Attachments:

1. Resolution
2. Request Letter

RESOLUTION NO. 25-R-

A RESOLUTION APPROVING A SPECIAL EVENT IN COOK PARK ON AUGUST 2, 2025 AND AUGUST 3, 2025

WHEREAS, Adler Arts Center and GLMV Chamber (***"Applicant"***) have filed an application with the Village to host a special event in Cook Park on August 2, 2025, and August 3, 2025, between the hours of 10:00 a.m. and 6:00 p.m. (***"Proposed Special Event"***); and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interests of the Village to approve the Proposed Special Event, subject to the conditions set forth in this Resolution;

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

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

SECTION 2: Approval of Proposed Special Event. The President and Board of Trustees hereby approve the use of Cook Park for the Proposed Special Event.

SECTION 3: Conditions. The Applicant must conduct the Proposed Special Event in accordance with: (a) all conditions and requirements set forth in the application filed by the Applicant for the Proposed Special Event; and (b) all additional conditions that may be required by the Village Administrator, in her discretion, as necessary to protect the public health, safety, and welfare.

SECTION 4: Effective Date. This Resolution will be in full force from and after its passage and approval in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this 8th day of April, 2025.

AYES:

NAYS:

ABSENT:

APPROVED this 8th day of April, 2025.

_____
Donna Johnson, Village President

ATTEST:

_____
Margaret Clark, Village Clerk

EXHIBIT A

AGREEMENT

ADLER ARTS CENTER

March 4, 2025

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

Re: 2025 Festival of the Arts

Dear Mayor Johnson, Village Trustees and Administrator Amidei:

I am writing on behalf of the Adler Arts Center to formally request permission to host our 44th Annual Festival of the Arts in Cook Park, Saturday August 2, 10:00 AM - 6:00 PM and Sunday August 3, 10:00 AM - 5:00 PM. We are seeking approval to utilize this public space to ensure its successful execution.

Event Details:

Event Name:	Festival of the Arts
Date/Time:	Saturday August 2, 10:00 AM -6:00 PM
	Sunday August 3, 10:00 AM -5:00 PM
Location:	Cook Park, Libertyville, IL

The GLMV Chamber of Commerce will continue to assist with the event, however, together the decision was made to not request the use of or close Church Street this year.

Purpose: The two-day Festival aims to celebrate the local community with a variety of activities including art exhibits, live music, food vendors, and family-friendly art activities. It is designed to be a rich cultural arts experience that fosters community spirit and provides a platform for local artists and businesses.

Requests/approvals from the Village Board and assistance from the Village parks, police and public works departments:

1. Village Board approval for the Adler Arts Center to host the Festival of the Arts in Cook Park, Saturday August 2, 10:00 AM - 6:00 PM and Sunday August 3, 10:00 AM - 5:00 PM
2. Advanced notification of the meeting date as to when the request will be included on the Village Board Meeting Agenda to ensure a representative from the Adler Arts Center can attend the meeting.
3. Adler Arts Center staff to mark the sidewalks with chalk to denote booth spaces after 2:00 on Friday, August 1.
4. Use of Cook Mansion stairs for family entertainment stage.

ADLER ARTS CENTER

5. Food trucks to provide food and non-alcoholic beverages
6. Post signs at the four entrances of Libertyville and a Banner hanging in Cook Park to promote the event from July 21 - August 4.
7. Turn off the park sprinkler system Friday, August 2 - Sunday, August 4.
8. No parking in front of Cook Park along Milwaukee Ave., between Church St. and Cook Ave., from 5:00 AM August 2 through 8:00 PM August 3 for Food Vendor location.
9. Parking spots in front of Cook Park along Church Street and Cook Street between Brainerd Avenue and Milwaukee Avenue barricaded from 5:00 am until 10:00 am on Saturday, August 2 so vendors may conveniently unload their art.
10. Drop off barricades needed to enforce no parking areas.

The Adler Arts Center will provide/responsible for:

1. The Village of Libertyville Special Event Application
2. Certificate of insurance showing the Village as an additional insured.
3. On-site Portable Toilets
4. Monitor trash containers and the park grounds during the festival to ensure the park stays clean.
5. Adler Arts Center staff will be available to discuss any phase of the proposed festival as required

We are excited about the opportunity to contribute to the community through this event. Not only is your approval and support an integral part of producing this high-quality annual festival, but the proceeds support Adler Arts Center's year-round programming in art and music education for all ages, first-rate exhibitions by professionals and students, and cultural events.

Thank you for considering our request,

Amy Williams

Amy Williams
Executive Director
Adler Arts Center
amy@adlercenter.org

Agenda Item No. 3T

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 8, 2025

Agenda Item: Consideration of a Resolution to Renew the Annual Contractual Streetlight Maintenance Contract with Geary Electric, Inc.

Staff Recommendation: Approve Resolution

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

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Background: On April 23, 2024, the Village Board approved Resolution 24-R-69 to enter a contract with the lowest responsive bidder, Geary Electric, Inc., for annual contractual streetlight maintenance services. The contract included language and pricing for 2 one-year renewals (Year 1 and Year 2) at a 4% increase in unit prices FY 2025/26 and a 3.5% increase in unit prices for FY 2026/27. The proposed maintenance work includes lamp (bulb) replacements, cable repairs, pole replacements, parts, and other miscellaneous items. The actual cost of the work is based on the time and materials expended.

Village staff have been satisfied with Geary Electric, Inc.'s responsiveness and performance. It is therefore recommended to renew the contract for FY 2025/26. The FY 2025/26 Annual Budget provides $175,000 in the Streets Division Budget (Act# 01-0203-7-708) for contractual streetlight maintenance work. The contract amount will be the available budgeted funds of $175,000. In the event there are additional costs for the fiscal year, a change order will be brought forward to the Village Board for their consideration.

Staff recommends adoption of the Resolution to approve the contract renewal for the annual contractual streetlight maintenance work with Geary Electric, Inc. in the not to exceed amount of $175,000 and authorize execution by the Village Administrator.

Attachments:

1. Resolution
2. 2024/25 RFP-Contract
3. Contract Renewal Signature Page
4. Bid Tabulation

RESOLUTION NO. 25-R-

A RESOLUTION TO RENEW A CONTRACT FOR ANNUAL STREETLIGHT MAINTENANCE TO GEARY ELECTRIC, INC.

WHEREAS, The Village of Libertyville's Fiscal Year 2025/26 Annual Budget provides $175,000 for contractual streetlight maintenance in Account# 01-0203-7-708; and

WHEREAS, the Village of Libertyville approved Resolution No. 24-R-69 to award the annual contract for street sweeping services to Geary Electric, Inc. on April 23, 2024; and

WHEREAS, the contract contained a renewal clause for up to two additional years, if mutually agreed to by both parties and with a specified rate increase; and

WHEREAS, the Public Works Department recommends a contract renewal for the first of two possible additional years with Geary Electric, Inc. in the amount of $175,000.

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

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

SECTION 2: Approval of Contract. The Village of Libertyville Board of Trustees approves the Annual Streetlight Maintenance contract with Geary Electric, Inc. in the amount of $175,000.

SECTION 3: Execution of Contract. The Village of Libertyville Board of Trustees authorizes the Village Administrator to execute the Annual Streetlight Maintenance contract with Geary Electric, Inc.

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

PASSED this _____ day of _____, 2025.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2025.

_____
Donna Johnson, Village President

ATTEST:

_____
Margaret Clark, Village Clerk

INVITATION FOR BIDDER'S PROPOSALS

VILLAGE OF LIBERTYVILLE, ILLINOIS
STREETLIGHT MAINTENANCE

OWNER: Village of Libertyville
200 East Cook Avenue
Libertyville, Illinois 60048-2090

1. **Invitation to Bid**: Owner invites sealed Bidder's Proposal for on-call routine and emergency maintenance and repair work on the Village's street lighting system within the municipal limits of Libertyville. Maintenance of this system will include: lamp replacements, pole/lamp knockdown repairs/replacements, cable repair/replacement, trouble shooting, underground cable locating, repair of controllers and related equipment.

2. **The Bid Package**: The Bid Package consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein: (1) Request for Proposal/contract; (2) Schedule of prices; (3) Addenda, if issued; (4) Description of work and Specifications.

3. **Inspection and Examination**: Bid Packages are available at www.libertyville.com/bids. **Questions may be directed to Marty Wittrock, Deputy Director of Public Works at either (847)918-2070 or mwittrock@libertyville.com.** Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bid Package. The Bidder whose proposal is accepted, will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bid Package.

4. **Bid Opening**: ***Owner will receive sealed Bidder's Proposals for the Work until 10:00 a.m., local time, Friday, March 29th, 2024, at the office of the Director of Public Works located at 200 East Cook Avenue, Libertyville, IL*** at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present. Each Bidder shall clearly mark the envelope containing Bidders' Proposal "SEALED BID – STREETLIGHT MAINTENANCE".

5. **Insurance**: Within ten (10) days following award and prior to the commencement of work, the successful bidder shall furnish to the Village a certificate of insurance naming the Village as an additional insured in the coverage amounts specified in the contract.

DATED this 28th day of February, 2024.

VILLAGE OF LIBERTYVILLE
By: /s/ Kelly Amidei
Village Administrator

VILLAGE OF LIBERTYVILLE

REQUEST FOR PROPOSALS

OWNER:

Village of Libertyville
118 West Cook Avenue
Libertyville, Illinois 60048-2090

Owner will receive sealed proposals for the Work generally described as follows:

STREETLIGHT MAINTENANCE

TO BE SUBMITTED TO Village of Libertyville, 200 East Cook Avenue, Libertyville, Illinois 60048-2090, attention Paul Kendzior, Director of Public Works, BEFORE 10:00 a.m., March 29th, 2024. **Bids must be marked on the outside of the envelope, "SEALED BID – STREETLIGHT MAINTENANCE".**

INSTRUCTIONS TO BIDDERS

Preparation of Proposals

All proposals for the Work shall be made only on the blank Contract/Proposal form attached to this Request for Proposals and shall be complete with a price for each and every item named in the Schedule of Prices section of the Contract/Proposal form. All proposals must be signed by an authorized official. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected.

Prequalification

All bidders shall be electrical contractors holding valid registration with the Village of Libertyville in accordance with the Village of Libertyville Electrical Code.

Clarifications

Owner reserves the right to make clarifications, corrections, or changes in this Request for Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes.

Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and bidder's full legal name and shall be addressed and delivered to the place and before the time set forth above. Proposals may be delivered by mail or in person. Proposals received after the time specified above will be returned unopened.

Opening of Proposals

Proposals will be publicly opened and read at the time and place specified above. Bidders, their authorized agents, and interested parties are invited to be present.

Withdrawal of Proposals

No proposal shall be withdrawn for a period of 90 days after the opening of any proposal.

Rejection of Proposals

Proposals that are not submitted on the Contract/Proposal form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, Owner may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

Acceptance of Proposals

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

Owner reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of Owner and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon, or anticipate, such waivers in submitting their proposal.

Upon acceptance of the successful Bidder's proposal by Owner, the successful Bidder's proposal, together with Owner's notification of acceptance in the form attached to this Request for Proposals, shall become the contract for the Work.

DATED this 28th day of February, 2024

VILLAGE OF LIBERTYVILLE

By: /s/ Kelly Amidei
Village Administrator

VILLAGE OF LIBERTYVILLE

CONTRACT/PROPOSAL FOR THE

STREETLIGHT MAINTENANCE

_____
(Full name of "Bidder")

_____
Main Office Address

_____
Local Office Address

Contact Person: _____Telephone & Email:_____

TO: Village of Libertyville ("Owner")
118 West Cook Avenue
Libertyville, Illinois 60048-2090
Attention: Paul Kendzior
Director of Public Works

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. NONE, which are securely stapled to the end of this Contract/Proposal.

1. **Work Proposal**

A. Contract and Work. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the **Maintenance and Repair of Street Lighting System** (the ”Work”);the work includes, but is not limited to the following items. Service calls, knockdowns, underground cable repairs, and lamp replacements. Quantities are estimated based on recent annual historical data but will vary due to the nature of the work involved.

2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;

3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates specified in this Contract/Proposal;

4. Taxes. Pay all applicable federal, state, and local taxes;

5. Miscellaneous. Do all other things required of Bidder by this Contract/Proposal; and

6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the special provisions attached hereto and by this reference made a part of this Contract/Proposal.

C. Responsibility for Damage or Loss. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract/Proposal and Owner, without limiting its other rights or remedies, may require correction or replacement at 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/Proposal.
Work so rejected may be returned or held at Bidder's expense and risk.

2. **Contract Price Proposal**

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. SCHEDULE OF PRICES

1. For providing, performing, and completing all Work, the unit prices set forth on the attached" **TABLE OF UNIT PRICES"** shall govern. The unit prices involving labor costs include all applicable tax, insurance, bond and benefit expenses.

2. Materials charged by the contractor and accepted by the Village shall be paid for at actual cost plus 10 percent.

3. Equipment costs not listed in the Table of Unit Prices shall be paid for in the latest revision of the "Schedule of Average Annual Equipment Ownership Expense" as issued by the Illinois Department of Transportation. The equipment must be of the type and size reasonably required to complete the work.

4. Payment for items 5 and 6, Lamp Replacements Residential and Commercial/Industrial, respectively, shall be used when such work involves only lamp replacement. Additional work shall be billed on the basis of the time required and material used.

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;

2. Owner is not subject to state or local sales, use, and excise taxes, 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; and

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and

4. The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place in full compliance with this Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released.

C. TIME OF PAYMENT

It is expressly understood and agreed that all payments shall be made within 30 days of receipt of a complete invoice.

1. Extra Work

The Village reserves the right to separately bid extensive street light installations, repairs or replacements when the Village determines, at its sole discretion, which it is in the Village's best interests to do so.

4. **Contract Time Proposal**

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work immediately following Owner's acceptance of this Contract/Proposal provided Bidder shall have furnished to Owner an insurance certificate as specified in this Contract/Proposal. Contract term shall run from acceptance through April 30, 2025. The Village reserves the right to extend this contract, if accepted, to include two one-year extension periods: May 1, 2025 through April 30, 2026 and May 1, 2026 through April 30, 2027. The Table of Unit Prices shall include the contractor's proposal for unit price adjustments for these two additional time periods.

5. **Financial Assurance**

A. Bonds. Bids shall be accompanied by bid security in an amount not less than five percent (5%) of the amount of the total bid. Performance Bond and Labor & Material Payment Bonds will also be required for the proposed work.

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.

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.

1. Workers' Compensation and Employer's Liability
   Limits shall not be less than:
   Worker's Compensation: Statutory
   Employer's Liability: $2,000,000 ea. accident-injury
   $1,000,000 ea. employee-disease
   $1,000,000 disease-policy
   Such insurance shall evidence that coverage applies to the State of Illinois.
2. Comprehensive Motor Vehicle Liability
   Limits for vehicles owned, non-owned or rented shall not be less than:
   $1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Comprehensive General Liability
   Limits shall not be less than:
   $1,000,000 Bodily Injury and Property Damage Combined Single Limit.
   Coverage is to be written on an "occurrence" basis.
   Coverage to include:
   - Premises Operations
   - Products/Completed Operations
   - Independent Contractors
   - Personal Injury (with Employment Exclusion deleted)
   - Broad Form Property Damage Endorsement
   - "X," "C," and "U"
   - Contractual Liability

   Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability
   Limits shall not be less than:
   $2,000,000 Bodily Injury and Property Damage Combined Single Limit.
   This Policy shall apply in excess of the limits stated in 1, 2, and 3 above.

C. Indemnification. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fee) 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, or any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.

D. Penalties. If this Contract/Proposal 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.

6. **Firm Proposal**

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

7. **Bidder's Representations and Warranties**

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

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

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time.

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

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

8. **Acknowledgements**

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

A. Reliance. Owner is relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal.

B. Reservation of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract/Proposal is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract/Proposal and in Owner's written notification of acceptance in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to Owner in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Proposal.

E. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract/Proposal; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract/Proposal; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract/Proposal; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract/Proposal; or of any remedy, power, or right of Owner.

F. Severability. The provisions of this Contract/ Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract/Proposal shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract/Proposal shall be in any way affected thereby.

G. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract/Proposal shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder.

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

I. Governing Law. This Contract/Proposal, and the rights of the parties under this Contract/Proposal shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois.

DATED this 28th day of February, 2024.

PROPOSAL FOR STREETLIGHT MAINTENANCE
VILLAGE OF LIBERTYVILLE
TABLE OF UNIT PRICES
(from the date of Contract Award thru April 30, 2025)

Item Description	**Estimated Quantity**	**Unit Price**	**Amount**	**Weekend/Holiday Rate**
1. Arial Truck w/Journeyman Operator	500 Hours	$	$	$
2. Service Truck w/Journeyman Operator	300 Hours	$	$	$
3. Auger/Backhoe w/Operator	60 Hours	$	$	$
4. Lamp replacement residential * (10'-15' MH)	500 each	$	$	$
5. Lamp Replacement commercial industrial* (20'-35' MH)	225 each	$	$	$
Total estimated cost:			$	
May 1, 2025 – April 30, 2026: rates will increase by _____% percent May 1, 2026 – April 30, 2027: rates will increase by _____ % percent				

*** Lamps supplied from Village stock. Unit price shown shall be inclusive of travel time and equipment charges. 12' residential poles will be supplied from Village stock.**

Bidder's Status: ( ) ____ Corporation ( ) _____Partnership ( ) Individual Proprietor

Bidder's Name: _____

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: _____

(Corporate seal) Printed Name: _____

(If corporation)

Title/Position: _____

Bidder's Business Address: _____

_____

Bidder's Business Telephone: _____ Email: _____

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS

VILLAGE OF LIBERTYVILLE
STREETLIGHT MAINTENANCE
FISCAL YEAR 2024/25

DETAILED SPECIAL PROVISIONS

Project Description (the "Work")

The contract involves on-call routine and emergency maintenance and repair work on the Village of Libertyville street lighting system. The Village maintains approximately 2,200 street lights and poles as well as associated cable, controllers and related equipment.

Village Responsibilities

A. Provide routine patrolling of the system to identify lamp outages.

B. Notify the contractor via phone, fax or e-mail of lamp outages and other requests for service, such as cable locating. The Village is a member of the J.U.L.I.E. system.

C. Upon request, provide the contractor with best information available regarding lighting system plans. The Village has accurate atlas information and record drawings on various portions of the street lighting system.

D. The Village purchases various street light lamps, poles and other hardware directly from suppliers and maintains an inventory of these items at the Public Works Facility, 600 North Avenue, Libertyville. The Village will periodically supply the contractor with an inventory of those items as required.

E. The Village Point of Contact is the Superintendent of Streets & Utilities, 600 North Avenue, (847) 362-3434.

Contractor Responsibilities

A. Perform on-call routine and emergency street lighting maintenance, service, repair and installation work in accordance with applicable state and local codes and ordinances and these special provisions. The street light system shall be kept in serviceable and proper working condition.

B. Provide qualified personnel and adequate equipment sufficient to perform the Work required at all times.

C. Provide the Village with a roster of at least three (3) qualified maintenance employees with their 24-hour telephone and/or pager numbers.

D. Utilize those materials provided by the Village either by direct pickup at 600 North Avenue on an as-needed basis, or, upon mutual agreement with the Village, from contractor storage of Village supplied parts or equipment.

E. Any Village supplied parts or equipment taken from contractor storage shall be reported by the contractor to the Village. The contractor shall supply the Village with an annual inventory of Village supplied parts or equipment kept in contractor's storage. This inventory shall be supplied to the Superintendent of Streets & Utilities as required.

F. Provide qualified personnel and adequate equipment in order to provide the following response times:

1. Replace any defective lamps, ballasts or photocells, as necessary, within 2 working days after notification by the Village of a lamp outage.

2. For requests to locate underground cable, complete any such locates in accordance with J.U.L.I.E. standards within 48 hours of notification from the Village.

3. In emergencies such as street light knock-down time is of the essence because of public safety considerations. The contractor shall therefore respond in order to arrive at the location within two hours from time of notification. At that time the contractor shall make necessary permanent repairs or temporary repairs to maintain safe conditions.

4. Repair cable faults within 5 working days and repair or replace street light pole knockdowns within 10 working days, unless an extension of time is granted by the Superintendent. Inform the

5. Village by phone, fax or e-mail when repairs are complete.

G. The contractor shall notify the Village within one working day if any of the following is observed:

1. Damage caused by vandalism.

2. Extensive maintenance items which may affect public safety.

3. Maintenance or repair work required to restore street lighting service which goes beyond routine lamp, photocell or similar part replacements. An example would be excavations required to repair cable faults.

H. Any materials to be used which are not supplied from the Village shall be new and unused. Items to be used will be from a manufacturer whose product has a reliable performance rating.

I. At the time of any maintenance or repair work on a street light, the contractor shall:

1. Clean all glassware and reflectors using acceptable cleaning solutions.

2. Properly align standards, brackets, luminaries and poles as necessary.

3. Secure all hand holes properly or replace them if necessary.

J. The contractor shall provide for proper traffic control in accordance with standards established by the Illinois Department of Transportation and the Village.

K. The contractor shall advise the Village of any maintenance or repair work which in the opinion of the contractor is necessary for proper and safe operations.

L. All contractor work activities shall be itemized using the "Street Light Maintenance/Repair Invoice Detail" form. This form shall be completed for each service call and must be attached to the monthly invoice. All contractor supplied material costs shall be itemized on the form.

M. All work completed must be reported on a Village GIS system on a tablet provided by the Village. The Village will provide a tablet that will remain Village property and must be returned upon request. If the tablet is damaged or broken, the Contractor will be responsible for replacing the device in-kind.

Prevailing Rate of Wages

Not less than the prevailing 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. The Prevailing Rates of Wages can be found at the Illinois Department of Labor website.

Preference to Illinois Citizens on Public Works Projects

The Contractor agrees that in performing the work under the terms of this contract only Illinois Laborers shall be employed, all as provided by the "Employment of Illinois Workers on Public Works Act", being 30 ICLS 570/0.01 et seq. Provided further, however, the contractor may place on the work to be performed under this contract not to exceed three of the Contractor's regularly employed non-resident executive and technical experts, even though they do not qualify as Illinois laborers as defined in the aforesaid Act. In the event the work to be performed under the terms of this contract involves the expenditure of federal aid funds, the aforementioned described Act shall not be enforced in such manner as to conflict with any federal statutes or rules or regulations.

Instructions to Contractor

The Contractor shall accept instructions, either verbal or written, only from authorized personnel of the Public Works Department of the Village of Libertyville, Illinois, or in the case of emergencies, from the Village of Libertyville Police and Fire Departments.

Working Hours

Except as required by emergencies the Contractor shall restrict his normal working operations to between the hours of 7:00 o'clock a.m. and 6:00 o'clock p.m. or sundown, whichever is earlier, Monday thru Friday, except that these limits may be extended up to one-half hour for the purpose of setting up or removing temporary traffic work on Saturday, Sunday or any legal holiday except for work of an emergency nature.

Traffic Control and Protection

Traffic control shall be provided by the Contractor in accordance with Section 107 of the standard Specifications and the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways.

Unless the Contractor has obtained written permission from the Village to temporarily close any street, alley, or other traveled way, pursuant to Article 107.09, such traveled way shall be kept open to traffic on the existing pavement. During working hours, alternating one-way traffic from opposing directions shall be maintained. At all other times, sufficient width shall be provided to permit one lane of traffic in each direction.

The Contractor shall ensure that all barricades, warning signs, lights and other devices installed under his direction are in place and operational twenty-four (24) hours each day, including Sundays and holidays during the time the contract is in force. In the event of severe weather conditions the Contractor will be required to furnish any additional personnel necessary to properly maintain all traffic control devices as directed by the Engineer.

Cooperation with Utilities

The Contractor shall notify all utilities including the Village of Libertyville Public Works Department at least 48 hours prior to commencement of any construction which may interfere with existing utility lines, conduits, cables, etc. The Contractor shall make his own investigation to determine the existence, nature and location of all utility lines and appurtenances within the limits of any excavation.

Job Safety and Protection of the Work

The Contractor shall be responsible for the proper and safe protection of his work at all times during the time the contract is in force. The Contractor shall provide, erect and maintain sufficient barricades, flagging, temporary fencing, lights and related devices at all places where work is in progress, and wherever else required by the Engineer, in order to minimize the changes of accidental injury to persons encountering areas of construction.

Deductions for Delayed Work

The Village expects prompt service and repair in order to maintain the health, safety and welfare of its citizens. Work which is not completed in accordance with the time expectations noted in "Contractor Responsibilities, section F1, 2 and 4 may be subject to a 5 percent deduction for each day the work is left incomplete.

CONTRACTOR REFERENCES

Please list below three (3) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

MUNICIPALITY: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

CONTACT PERSON: _____

DATES OF SERVICE: _____

MUNICIPALITY: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

CONTACT PERSON: _____

DATES OF SERVICE: _____

AGENCY: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

CONTACT PERSON: _____

DATES OF SERVICE: _____

BID BOND 5%

KNOW ALL MEN BY THESE PRESENTS: that

_____,

Full name and address of bidder

As principal, hereinafter called Contractor, and

_____,

Name and address of surety

as Surety, a corporation organized and existing under the laws of the State of _____, hereinafter called Surety, are held and firmly bound unto Village of Libertyville, 118 West Cook Avenue, Libertyville, Illinois 60048-2090, as Obligee, hereinafter called the Village, in the full and just sum of

_____, $_____,

Contract amount in writing *contract amount in figures*

for the payment of which sum of money well and truly to be made, 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 _____, 2024 to Owner entitled "CONTRACT/PROPOSAL FOR Street Light Maintenance" (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 the Owner's acceptance of the Contract/Proposal, then this obligation shall be null and void; otherwise it shall remain I full force and effect.

Surety, for value received, hereby stipulates and agrees that the obligations of Surety under this bond shall 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 o 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 _____, 2024.

Attest/Witness: PRINCIPAL: _____
NAME OF CONTRACTOR

By: _____ By: _____
NAME OF CONTRACTOR'S EXECUTING OFFICER

Title: _____ Title: _____
TITLE OF CONTRACTOR'S EXECUTING OFFICER

Attest/Witness: SURETY: _____
NAME OF SURETY

By: _____ By: _____

Title: _____ Title: _____

FY 2024/25 STREETLIGHT MAINTENANCE

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Libertyville ("Owner") this ***[ ]*** day of .

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 Amidei
Village Administrator

CONTRACT RENEWAL ACCEPTANCE

The Contract Renewal Acceptance is attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Libertyville ("Owner") this 8th day of April, 2025 with Geary Electric, Inc. to perform the Annual Streetlight Maintenance in an amount not to exceed $175,000.00.

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

Village of Libertyville:

By: _____
Print: Kelly Amidei,
Title: Village Administrator

Geary Electric, Inc.:

By: _____
Print:
Title:

VILLAGE OF LIBERTYVILLE
STREETLIGHT MAINTENANCE
BID TABULATION
DATE: MARCH 26, 2024

			Geary Electric, Inc.			H&H Electric		
Item	Unit	Estimated Quantity	Unit Cost	Extended Cost	Weekend/ Overtime Rate	Unit Cost	Extended Cost	Weekend/ Overtime Rate
Aerial Truck with Journeyman Operator	Hours	500	$153.00	$76,500.00	Time & 1/2 $216 Double Time $272	$234.66	$117,330.00	$351.99 / $469.32
Service Truck with Journeyman Operator	Hours	300	$125.00	$37,500.00	Time & 1/2 $188 Double Time $250	$174.62	$52,386.00	$261.93 / $349.24
Auger/Backhoe with Operator	Hours	60	$125.00	$7,500.00	Time & 1/2 $188 Double Time $250	$174.62	$10,477.20	$261.93 / $349.24
Lamp Replacement Residential	Each	500	$52.00	$26,000.00	Time and 1/2 $78 Double Time $104	$139.33	$69,665.00	$209.00 / $278.66
Lamp Replacement Industrial/Commercial	Each	225	$56.00	$12,600.00	Time and 1/2 $84 Double Time $112	$159.23	$35,826.75	$238.85 / $318.46
Total Annual Cost			**$160,100.00**			**$285,684.95**		
FY 2025/26 Rate Increase	%		4.00%			3.50%		
FY 2026/27 Rate Increase	%		4.00%			6.90%		

Agenda Item No. 3U

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 8, 2025

Agenda Item: Consideration of an Ordinance Amending Sections 2-206, 2-321, 2-451, and 2-487 of the Municipal Code Regarding Qualifications For Service on Various Village Commissions

Staff Recommendation: Approve Ordinance

Staff Contact: Kelly Amidei, Village Administrator

Background: The qualifications for certain Village Commissions require certain unique technical knowledge and experience. Historically some of these appointments have included non-residents, however the current code does not specifically provide for this action.

These Commissions include: 1) Economic Development Commission (EDC), 2) Electrical Commission, 3) Bicycle Advisory Commission, and 4) Parking Commission. The EDC and Parking Commission provide for specific requirements highlighted in the Code and attached related to downtown business owners that may or not be residents but provide the knowledge for the Commission.

The Bicycle Advisory Commission includes a representative from District 70 who may not be a resident but represents the needs of the schools (i.e. D70 employee) and the Electrical Commission has various technical experts (i.e. Village's Electrical Inspector) who are not necessarily residents of the Village.

In order to account for this past practice, the Village Attorney drafted an amendment to the Municipal Code. Staff recommends approval of the Ordinance approving the Amendments.

Attachments:

1. Ordinance
2. Existing Municipal Code Sections

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 25-O-__

AN ORDINANCE AMENDING SECTIONS 2-206, 2-321, 2-451, AND 2-487 OF THE LIBERTYVILLE, ILLINOIS MUNICIPAL CODE REGARDING QUALIFICATIONS FOR SERVICE ON VARIOUS VILLAGE COMMISSIONS

Adopted by the
President and Board of Trustees
of
The Village of Libertyville
Lake County, Illinois
This __ day of _____, 2025.

Published in pamphlet form by
Direction and authority of the
Village of Libertyville
Lake County, Illinois
This __ day of _____, 2025.

VILLAGE OF LIBERTYVILLE

ORDINANCE 25-O-__

AN ORDINANCE AMENDING SECTIONS 2-206, 2-321, 2-451, AND 2-487 OF THE LIBERTYVILLE, ILLINOIS MUNICIPAL CODE REGARDING QUALIFICATIONS FOR SERVICE ON VARIOUS VILLAGECOMMISSIONS

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs; and

WHEREAS, Section 2-171 of the Libertyville, Illinois Municipal Code, as amended (***"Village Code"***), states that the village president has the power to appoint, with the confirmation of a majority of the board of trustees, all members of all village boards and commissions; and

WHEREAS, the Village President and Board of Trustees find that service on the Village Economic Development Commission, the Village Electrical Commission, the Parking Commission, and the Village Bicycle Advisory Commission requires that members have technical training or knowledge; and

WHEREAS, the President and Board of Trustees desire to amend Sections 2-206, 2-321, 2-451, and 2-487 of the Village Code to clarify that members of the Village Economic Development Commission, the Village Electrical Commission, the Parking Commission, and the Village Bicycle Advisory Commission should have appropriate technical training or knowledge; and

WHEREAS, the President and Board of Trustees have determined that it is in the best interest of the Village and its residents to amend the Village Code as set forth in this Ordinance;

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

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

SECTION 2. Economic Development Commission. Section 2-206, titled "Creation," of Division 3, titled "Economic Development Commission," of Article VIII, titled "Boards, Commissions, Etc.," of Chapter 2, titled "Administration," of the Village Code is hereby amended further to read as follows:

"**Sec. 2-206. – Creation.**

There is created the Libertyville Economic Development Commission, which shall consist of eight (8) members appointed by the president with the advice and consent of the board of trustees. **The Board of Trustees finds that effective service on the Economic Development Commission requires technical training or knowledge in the subject matters related to serving on the Commission.**"

SECTION 3. Electrical Commission. Section 2-321, titled "Established, members," of Division 8, titled "Electrical Commission," of Article VIII, titled "Boards, Commissions, Etc.," of Chapter 2, titled "Administration," of the Village Code is hereby amended further to read as follows:

"**Sec. 2-321. – Established, members.**

* * *

(c) All members of the electrical commission shall be appointed by the village president with the advice and consent of the corporate authorities. **The Board of Trustees finds that effective service on the Electrical Commission requires technical training or knowledge in the subject matters related to serving on the Commission.**"

* * *

SECTION 4. Parking Commission. Section 2-451, titled "Composition," of Division 14, titled "Parking Commission," of Article VIII, titled "Boards, Commissions, Etc.," of Chapter 2, titled "Administration," of the Village Code is hereby amended further to read as follows:

"**Sec. 2-451. – Composition.**

Six (6) members shall comprise the parking commission, which shall include: a village trustee; two (2) representatives of Main Street Libertyville; one (1) downtown property owner; one (1) downtown business owner; and one (1) representative of Cook Memorial Library. Members of the parking commission shall be appointed by the village president with the advice and consent of the board of trustees. Members of the village staff will assist the parking commission as needed. **The Board of Trustees finds that effective service on the Parking Commission requires technical training or knowledge in the subject matters related to serving on the Commission.**"

SECTION 5. Bicycle Advisory Commission. Section 2-487, titled "Composition," of Division 16, titled "Bicycle Advisory Commission," of Article VIII, titled "Boards, Commissions, Etc.," of Chapter 2, titled "Administration," of the Village Code is hereby amended further to read as follows:

"**Sec. 2-487. – Composition.**

Seven (7) members shall comprise the bicycle advisory commission, which shall include five (5) members that are residents of the village. The remaining members of the bicycle advisory commission shall be a village board member and staff member of school district #70. The chairperson and members of the bicycle advisory commission shall be appointed by the village president with the advice and consent of the board of trustees. Members of the village staff will assist the bicycle advisory commission. **The Board of Trustees finds that effective service on the Bicycle Advisory Commission requires technical training or knowledge in the subject matters related to serving on the Commission.**"

SECTION 6: Publication. The Village Clerk is hereby directed to publish this Ordinance in pamphlet form pursuant to the Statutes of the State of Illinois.

SECTION 7. Effective Date. This Ordinance will take effect upon its passage and publication in the manner required by law.

PASSED this ___ day of _____, 2025.

AYES:

NAYS:

ABSENT:

APPROVED this ___ day of _____, 2025.

_____
Donna Johnson, Village President

ATTEST:

_____
Margaret Clark, Village Clerk

DIVISION 3. - ECONOMIC DEVELOPMENT COMMISSION

Sec. 2-206. - Creation.

There is created the Libertyville Economic Development Commission, which shall consist of eight (8) members appointed by the president with the advice and consent of the board of trustees.

(Ord. No. 83-0-6, § I, 4-19-83; Ord. No. 21-O-32, § 7, 5-11-21)

Sec. 2-207. - Term of members, chairman.

The term of eight (8) members of the commission created in this division shall be four (4) years each. All terms shall end on April 30 of the designated year. One (1) member shall be designated chairman by the president with the advice and consent of the board of trustees and shall serve as chairman until April 30 of the ensuing year or until his successor has been designated.

(Ord. No. 83-0-6, § II, 4-19-83; Ord. No. 14-O-45, § 2, 6-24-14)

Sec. 2-208. - Organization.

The members of the economic development commission shall elect any other officers that they may deem necessary, and shall hold such meetings and establish such rules and regulations as the commission shall deem necessary and proper for carrying on its functions.

(Ord. No. 83-0-6, § III, 4-19-83)

Sec. 2-209. - Powers and duties.

(a) The economic development commission shall assist both existing and prospective industrial or commercial firms to expand, extend, locate or relocate in the village so as to coordinate and maximize business growth within the community.

(b) The commission shall cooperate with all other agencies of the village, county and state governments as well as such private organizations as will help further the goals of the commission.

(c) The commission shall render advice and recommendations to the president and village board as it may deem appropriate or as may be requested.

(d) No member of the commission shall enter into any contractual obligation, pay bills, or solicit or collect money without approval and consent of the president and board of trustees.

(Ord. No. 83-0-6, § IV, 4-19-83)

Sec. 2-210. - Budget.

The economic development commission shall prepare an operating budget for each fiscal year and shall submit such request to the village board for consideration annually.

(Ord. No. 83-0-6, § V, 4-19-83)

Secs. 2-211—2-225. - Reserved.

DIVISION 8. - ELECTRICAL COMMISSION

Footnotes:
--- (15) ---
Cross reference— *Electrical code, § 6-221 et seq.*
State Law reference— *Electrical commission, 65 ILCS 5/11-37-2 et seq.*

Sec. 2-321. - Established; members.

(a) There is hereby continued in existence the electrical commission previously established for the village.

(b) The commission shall consist of six (6) members as follows: The chief electrical inspector shall be a member and the ex officio chairman of the commission; of the other five (5) members, one (1) shall be a registered professional engineer; one (1) an electrical contractor; one (1) a journeyman electrician; one (1) a representative of an inspection bureau maintained by the fire underwriters if such a representative resides in the village, if no such representative resides in the village, then the chief of the fire department; and one (1) representative of an electricity supply company. If there is no person residing in the village who is qualified under any one of the foregoing descriptions, the village president may appoint some other person to fill that position.

(c) All members of the electrical commission shall be appointed by the village president with the advice and consent of the corporate authorities.

(d) Such members shall be appointed for one (1) year commencing on May 1 of each year and expiring on April 30 of the following year; provided, however, that each member shall continue to serve until his successor is duly appointed and qualified.

(e) In case of vacancy, the vacancy shall be filled for the unexpired term, all as provided in state statutes.

(Ord. No. 89-0-65, § 1(35.11.1), 12-19-89)

Sec. 2-322. - Functions.

The electrical commission shall recommend safe and practical standards and specifications for the installation, alteration and use of electrical equipment designed to meet the necessities and conditions that prevail in the village, shall recommend reasonable rules and regulations governing the issuance of permits by and for electrical installations and shall recommend reasonable fees to be paid therefor and for inspections; provided that such standards and rules and regulations shall not be effective unless the same have been adopted by ordinance.

(Ord. No. 89-0-65, § 1(35.11.2), 12-19-89)

Secs. 2-323—2-340. - Reserved.

DIVISION 14. - PARKING COMMISSION

Sec. 2-450. - Established.

There is hereby established a parking commission for the purpose of rendering advice and recommendations to the president and board of trustees in regard to parking related matters.

(Ord. No. 05-O-37, § 2, 4-26-05)

Sec. 2-451. - Composition.

Six (6) members shall comprise the parking commission, which shall include: a village trustee; two (2) representatives of Main Street Libertyville; one (1) downtown property owner; one (1) downtown business owner; and one (1) representative of Cook Memorial Library. Members of the parking commission shall be appointed by the village president with the advice and consent of the board of trustees. Members of the village staff will assist the parking commission as needed.

(Ord. No. 05-O-37, § 2, 4-26-05; Ord. No. 05-O-81, § 2, 10-11-05)

Sec. 2-452. - Term.

The term of each member of the parking commission shall be a two-year staggered term, with each term expiring on April 30.

(Ord. No. 05-O-37, § 2, 4-26-05)

Sec. 2-453. - Duties and responsibilities.

[The duties and responsibilities of the parking commission shall be as follows:]

(1) Review parking related issues in the village C-1 zoning district, including such issues as parking locations, time zones, enforcement and education;

(2) Review parking issues associated with special events which occur in the village;

(3) Review requests by property owners and/or business owners for changes to existing parking regulations;

(4) May participate in conducting or overseeing parking studies authorized by the president and board of trustees, from time to time as is necessary; and

(5) Render parking advice and recommendations to the president and board of trustees as it may deem appropriate or as may be requested.

(Ord. No. 05-O-37, § 2, 4-26-05)

Secs. 2-454—2-474. - Reserved.

DIVISION 16. - BICYCLE ADVISORY COMMISSION

Sec. 2-486. - Established; purpose.

There is hereby established a bicycle advisory commission for the purpose of rendering advice and recommendations to the president and board of trustees in regard to the promotion and education of bicycling, foster bicycle safety programs, act as an advocate for bicycle programs within the village and act as a liaison with other governmental units regarding bikeway plans and related issues.

(Ord. No. 10-O-21, § 2, 3-9-10)

Sec. 2-487. - Composition.

Seven (7) members shall comprise the bicycle advisory commission, which shall include five (5) members that are residents of the village. The remaining members of the bicycle advisory commission shall be a village board member and staff member of school district #70. The chairperson and members of the bicycle advisory commission shall be appointed by the village president with the advice and consent of the board of trustees. Members of the village staff will assist the bicycle advisory commission.

(Ord. No. 10-O-21, § 3, 3-9-10; Ord. No. 10-O-107, § 2, 12-14-10; Ord. No. 16-O-115, 12-13-16)

Sec. 2-488. - Term.

The term of each member of the bicycle advisory commission shall be a two-year staggered term, with each term expiring on April 30.

(Ord. No. 10-O-21, § 4, 3-9-10)

Sec. 2-489. - Meetings, quorum, voting.

The commission shall adopt a schedule of meetings to be announced in the village calendar and other appropriate media. Special meetings may be called by the village president, the board of trustees, the streets committee, chair of the commission or a quorum of the commission. Four (4) members of the commission shall constitute a quorum to carry on the business of the commission. The chair shall vote with other members of the commission.

(Ord. No. 10-O-21, § 5, 3-9-10; Ord. No. 16-O-115, 12-13-16)

Sec. 2-490. - Reports and records.

The commission shall enact rules of procedure which are consistent with state statutes and village ordinances. The commission shall keep written records of its proceedings, which shall be open at all times for public inspection.

(Ord. No. 10-O-21, § 6, 3-9-10)

Sec. 2-491. - Compensation.

Members of the bicycle advisory commission shall serve without compensation. Authorized expenses shall be reimbursed in accordance with village regulations.

(Ord. No. 10-O-21, § 7, 3-9-10)

Sec. 2-492. - Duties and responsibilities.

The duties and responsibilities of the bicycle advisory commission shall be as follows:

(1) Assess and review the bike path system within the village, and, where required, adjoining governments for the use and pleasure of the citizens of Libertyville.

(2) Act as an advocate for a bicycle program within the village and other government units.

(3) Foster bicycle safety through education, program enrichment and program coordination with the Libertyville Police Department, Public Works Department and the Recreation Department.

(4) Report to the village board streets committee regarding recommendations for bicycle programs with the village.

(Ord. No. 10-O-21, § 8, 3-9-10; Ord. No. 16-O-115, 12-13-16; Ord. No. 23-O-16, § 2, 4-11-23)

Secs. 2-493—2-500. - Reserved.

Agenda Item No. 3V

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	April 8, 2025
Agenda Item:	Consideration of a Resolution Appointing Members to Village Commissions
Staff Recommendation:	Approve Resolution
Staff Contact:	Donna Johnson, Mayor

Background: Mayor Johnson recommends appointments and re-appointment of various members to the Commissions outlined in Exhibit A of the attached resolution. There is one new appointment to the Economic Development Commission and the application is attached. All Commissions, terms and functions are outlined in Chapter 2 of the Municipal Code. The re-appointments of terms are in May and multiple re-appointments are included in this agenda item for approval.

RESOLUTION NO. 25-R-

A RESOLUTION APPOINTING MEMBERS TO
VARIOUS VILLAGE COMMISSIONS

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

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

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

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

SECTION TWO: Appointment of New Members to Various Commissions. There are re-appointments and one appointment to the Economic Development Commission as indicated on Exhibit A.

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

PASSED this 8th day of April, 2025.

AYES:

NAYES:

ABSENT:

APPROVED this 8th day of April, 2025.

_____
Donna Johnson, Village President

ATTEST:

_____
Margaret Clark, Village Clerk

EXHIBIT A

Economic Development Commission:	*Commission Expires:*
Steve Martin	May 2028
Andrew Herrmann	May 2028
Brian Grano	May 2028
Dmitry Dukhan	May 2028
Dan Marks	May 2028
Kim Schlicksup	May 2026* filling Unexpired term

Libertyville
spirit of independence

Village of Libertyville
Application for Appointment to Boards and Commissions

Name Kim Schlicksup Date 2/5/25

Phone [redacted] Email [redacted]

Address [redacted]

COMMISION(S) APPLYING FOR:

☐ PARKS & RECREATION ☐ HISTORIC PRESERVATION ☐ ARTS ☐ ZONING
☐ HUMAN RELATIONS ☐ APPEARANCE REVIEW ☐ PARKING ☐ ELECTRICAL
☐ PLAN ☐ BICYCLE ☐ SUSTAIN ☒ ECONOMIC DEVELOPMENT

Why are you interested in serving on the above commission(s)?

I've always loved the amazing way Libertyville residents support local and embrace all of the stores and restaurants in their town. I want to help to continue to foster that sense of community by making recommendations that will better the community and its offerings. As a business owner in Libertyville I feel that I can help to continue to help enhance the community and make it a premier destination in the area all while retaining what makes Libertyville the great place that it is.

Please provide a brief background of your activities in Libertyville and qualifications for serving.

I am an active member of Mainstreet Libertyville and the Chamber of Commerce. As a business owner we have donated a large number of gift baskets and monetary donations to help great causes in our community. I have a Business and Finance background. I have been involved in a couple of start up companies. And I have been a resident in the area for 30 years and support local + small businesses throughout the years.

Agenda Item No. 3W

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 8, 2025

Agenda Item: Consideration of a Resolution to Renew a Contract with Globe Construction, Inc. for the Annual Concrete Sidewalk Removal & Replacement Program

Staff Recommendation: Approve Resolution

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

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Background: Public Works Department staff annually inspects and replaces defective sections of the public sidewalk network throughout the Village. The sections of the sidewalk needing replacement are due to settlement, extensive cracks, missing pieces, all of which cause unsafe conditions for users. This year's program will target removing and replacing defective sections of public sidewalk in the southeast section of the Village (south of IL Rte. 176 and east of Milwaukee Ave.).

On April 23, 2024 the Board of Trustees approved Ordinance No. 24-O-22 to enter a contract with Globe Construction, Inc. for the Annual Concrete Sidewalk Removal and Replacement Program. The contract included language for contract renewals for two additional one-year terms at adjusted rates mutually agreed upon by the Owner and Contractor. It is proposed to increase the unit prices for the 4-inch thick sidewalk panel replacements from $9.50/SF to $10.00/SF and from $10.50/SF to $11.00/SF for the 6-inch thick panels. These adjusted unit prices are still lower than the second low bidder from the original joint partnership bid, which were $11.00/SF for the 4-inch thick panels and $11.25/SF for the 6-inch thick panels. The unit prices for the ADA panel replacements ($220/each) and B-Box adjustments ($100/each) will not change.

The Fiscal Year 2025/26 Annual Budget has allocated $200,000 for this work in the Project Fund (Account# 40-0000-0-784). The proposed contract will be for a not-to-exceed amount of $160,000. The remaining $40,000 will be allocated to hydraulic lifting (i.e. mud jacking) to correct trip hazards where the panels are otherwise structurally sound.

Staff recommends approval of the attached resolution to renew the contract with Globe Construction, Inc. to complete the Annual Concrete Sidewalk Removal & Replacement Program, to not exceed the amount of $160,000, and to authorize execution of the contract by the Village Administrator.

Attachments:

1. Resolution
2. 2024 Original Contract-Proposal
3. Globe Construction Contract Renewal Letter
4. FY 2025/26 Price Proposal Form
5. Contract Renewal Signature Page
6. CIP Project Sheet

RESOLUTION NO. 25-R-

A RESOLUTION TO RENEW A CONTRACT FOR THE ANNUAL CONCRETE SIDEWALK REMOVAL & REPLACEMENT PROGRAM TO GLOBE CONSTRUCTION, INC.

WHEREAS, The Village of Libertyville's Fiscal Year 2025/26 Annual Budget provides $200,000 for contractual services for concrete sidewalk removal and replacement in Account #40-0000-0-784; and

WHEREAS, $160,000 of the budgeted funds is allocated for sidewalk panel removal and replacements; and

WHEREAS, the Village of Libertyville approved Ordinance No. 24-O-22 to award the annual contract for concrete sidewalk removal and replacement to Globe Construction, Inc. on April 23, 2024; and

WHEREAS, the contract contained a renewal clause for up to two additional years with adjusted unit prices, if mutually agreed to by both parties; and

WHEREAS, the Public Works Department recommends a contract renewal for the first of two possible additional years with Globe Construction, Inc. in the amount of $160,000.

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

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

SECTION 2: Approval of Contract. The Village of Libertyville Board of Trustees approves the contract renewal for the Annual Concrete Sidewalk Removal and Replacement Program with Globe Construction, Inc in the amount of $160,000.

SECTION 3: Execution of Contract. The Village of Libertyville Board of Trustees authorizes the Village Administrator to execute the renewal of the Annual Concrete Sidewalk Removal and Replacement Program contract with Globe Construction Inc.

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

PASSED this ____ day of _____, 2025.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2025.

_____
Donna Johnson, Village President

ATTEST:

_____
Margaret Clark, Village Clerk

VILLAGE OF LIBERTYVILLE
CONTRACT/PROPOSAL FOR THE
SIDEWALK REPLACEMENT PROGRAM

Full Name of Bidder: GLOBE CONSTRUCTION, INC
Principal Office:
Address 1781 W. ARMITAGE CT. ADDISON, IL 60101

Local Office Address:

Contact Person: PETER MARTIRE Telephone: 630-620-0313

E-mail: globeconstructioninc@gmail.com

TO: Village of Libertyville ("Owner")
200 East Cook Avenue
Libertyville, Illinois 60048-2090
Attention: Jayson Wargo, Superintendent

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

1. Work Proposal

A. Contract and Work. If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work"

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the (the "Work Site");
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates specified in this Contract/Bid;
4. Taxes. Pay all applicable federal, state and local taxes.
5. Miscellaneous. Do all other things required of Bidder by this Contract.
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest

economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the specifications attached hereto and by this reference made a part of this Contract.

C. Responsibility for Damage or Loss. If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

Bid prices shall include all required insurance, permits, bonds, labor materials and shipping costs (including any additional charges for overtime or off-hour work). Any unforeseen work that may be revealed during the course of this project shall immediately be brought to the attention of the Village of Libertyville. The Village of Libertyville may then, at its sole discretion, allow the Contractor to submit a not to exceed time and material bid to alleviate the unforeseen work. Said work will be above and beyond the scope of this bid. The Village of Libertyville requires the breakdown of the various costs enumerated in the bid form be made a part of this bid package. Any bidder that does not fully provide all required information may be deemed to be a non-responsive bid at the sole discretion of the Village of Libertyville.

A. Basis for Determining Prices. It is expressly understood that:

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

B. Time of Payment.

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

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

All payments may be subject to deduction or set-off by reason of any failure of Bidder to perform under this Contract. Each payment shall include Bidders certified transcript of

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

3. Contract Time Proposal

If this Contract/Proposal is accepted, **Bidder proposes, and agrees, that Bidder shall commence the Work within 10 days following Owner's acceptance of this Contract/Proposal provided Bidder shall have furnished to Owner all Bonds and all insurance certificates and endorsements specified in this Contract/Proposal.** If this Contract/Proposal is accepted Bidder proposes, and agrees, that Bidder shall perform work diligently and continuously and shall **complete the Work not later than 4/15/2025 (Completion Date). Failure by the Bidder to complete the Work by the Completion Date will result in charges consisting of $500/calendar day plus any incurred engineering, attorney or other applicable fees by the Owner.**

Contract Renewal Terms

This contract, if approved by the Owner, shall be in in effect for a period of one-year ("Initial Contract Term") and can be renewed for two additional one-year terms at the rates mutually agreed upon by the Owner and Contractor. Unless at least thirty (30) days prior to the end of the Initial Contract Term or each Renewal Term (as hereinafter defined), the Owner provides written notice to the Bidder of its intention not to renew for the subsequent one-year period ("Notice of Non-Renewal"). Each one-year term following the initial term shall be referred to as a "Renewal Term". In the event that the Owner gives such Notice of Non-Renewal, the contract shall terminate effective on the last day of the then current one-year term. It is understood that each Renewal Term will be subject to modifications by the Owner the start and completion dates.

4. Finance Assurance

A. Bonds. If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall provide a Performance Bond (Exhibit C); and a Labor and Material Payment Bond (Exhibit D), on forms provided by, or otherwise acceptable to, Owner, from a surety company acceptable to Owner, each in the penal sum of the Contract Price, within 10 calendar days following Owner's acceptance of this Contract.

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

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

Additional Insured. *The Village of Libertyville, its officials, agents, employees and volunteers are to be covered as additional insureds* as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and

completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Libertyville, its officials, agents, employees and volunteers.

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

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

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

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

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

The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Libertyville. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.

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

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

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

a. Allowing work by Contractor or any subcontractor to start before receipt of Certificate Insurance **and** Additional Insured Endorsements.

b. Failure to examine, or demand correction of any deficiency, of any Certificate of Insurance **and** Additional Insured Endorsement received.

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

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

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

Verification of Coverage. Contractor shall furnish the Village of Libertyville with certificates of insurance naming the Village of Libertyville, its officials, employees, agents and volunteers as additional insureds and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. **The following additional insured endorsements shall be utilized: ISO Additional Insured Endorsements CG 2010 or CG 2026, and CG 2037 – Completed Operations, where required. The Village reserves the right to request full certified copies of the insurance policies and endorsements.**

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

Commercial General Liability

Limits shall not be less than:

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

Coverage to Include:

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

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

Workers' Compensation and Employers Liability

Limits shall not be less than:

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

Automobile Liability

Limits shall not be less than:

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

Umbrella Liability

Limits shall not be less than:

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

Indemnity/Hold Harmless Provision. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village of Libertyville, its officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village of Libertyville, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village of Libertyville, its employees or agents, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village of Libertyville, its officials, employees and agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

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

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

5. Firm Proposal

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

6. Bidders Representations and Warranties

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

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

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

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

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

E. Prevailing Wage. In accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., not less than the prevailing rate of wages for similar work in the locality in which the Work is

to be performed shall be paid to all laborers. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract. Please visit the Illinois Department of Labor's website to view the latest prevailing wage rates.

7. Acknowledgements

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

A. Reliance. Owner is relying on all warranties, representations and statements made by the Bidder in this Contract.

B. Reservation of Rights. Owner reserves the right to reject any and all bids, reserves the right to reject the low price bid, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract is accepted, Bidder shall be bound by each and every term, condition or provision contained in this Contract and in Owners written notification of acceptance in the included in the bound set of documents.

D. Remedies. Each of the rights and remedies reserved to Owner in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity in this Contract/Proposal.

E. Time. Time is of the essence of this Contract and, except where stated otherwise, reference in this Contract to days shall be construed to refer to calendar days.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

G. Severability. The provision of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provisions, not the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall in any way affected thereby.

H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder.

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

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

BIDDER'S SIGNATURE PAGE

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

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

Bidder Status

Corporation _____ State: _____

Partnership _____ State: _____

Individual Proprietorship: _____

Bidders Company/Firm Name:

_____

Bidders Company/Firm Address:

_____

Telephone: _____

E-Mail: _____

Signature: _____

Printed Name: _____

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

_____

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

Name	Title	Address

CONTRACT ACCEPTANCE
SIDEWALK REPLACEMENT 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 _____, 2024 and in the not-to-exceed amount of $160,000.00.

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: _____

Ms. Kelly Amidei
Village Administrator

EXHIBIT A

(Example)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

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

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

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

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

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

CERTIFICATE HOLDER	CANCELLATION
Name of Member	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Signature of authorized insurance company representative

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

SAMPLE

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

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

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

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

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

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

SAMPLE

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

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Village of Libertyville, its officials, employees, agents and volunteers	Various Locations or Name the specific address of the project
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

SAMPLE

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

EXHIBIT C

VILLAGE OF LIBERTYVILLE
CONTRACT/PROPOSAL FOR
SIDEWALK REPLACEMENT PROGRAM

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that ***[Name and Address of Successful Bidder]***, as principal, hereinafter called Contractor, and ***[Name and Address of Surety]***, as Surety, a corporation organized and existing under the laws of the State of ***[State of Incorporation]***, hereinafter called Surety, are held and firmly bound unto Village of Libertyville, 118 West Cook Avenue, Libertyville, Illinois 60048, as Oblige, hereinafter called the Village, in the full and just sum of ***[Contract Amount in Writing]*** ($***[Contract Amount in Figures]***), for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by reason of Contractor's failure to promptly and faithfully perform its Contract/Proposal with Owner, said Contract/Proposal being more fully described below, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Owner has accepted Contract/Proposal from ***[Name of Successful Bidder]***, dated ***[Month] [Day]***, 202_, entitled "Contract/Proposal for the _____ (the "Contract/Proposal"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall well, truly and promptly perform all the undertakings, covenants, terms, conditions and agreements of said Contractor under the Contract/Proposal, including, but not limited to, Contractor's obligations under the Contract/Proposal: (1) to provide, perform and complete at the Work Sites and in the manner specified in the Contract/Proposal all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the _____; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith; (3) to procure and furnish all bonds, certificates of insurance specified in the Contract/Proposal; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract/Proposal; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract/Proposal; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of either Owner or Contractor to the other in or to the terms of said Contract/Proposal; in or to the schedules, plans, drawings or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service or sites; or in or to the mode or manner of payment therefore, shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors or assigns or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances, and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Contractor's default be greater than the obligations of Contractor under the Contract/Proposal in the absence of such Contractor default.

In the event of a default or defaults by Contractor, Owner shall have the right to take over and complete the Contract/Proposal upon 30 calendar days' written notice to Surety, in which event Surety shall pay Owner all costs incurred by Owner in taking over and completing the Contract/Proposal.

At its option, Owner may instead request that Surety take over and complete the Contract/Proposal, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which Owner notifies Surety that Owner wants Surety to take over and complete the Contract/Proposal.

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

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

Signed and sealed this _____ day of _____, 202_.

Attest/Witness:	
	Principal: ***[Name of Successful Bidder]***
By: _____	By: _____
	[Name of Contractor's Executing Officer]
Title: _____	Title: _____
	[Title of Contractor's Executing Officer]
Attest/Witness:	Surety: ***[Name of Surety]***
By: _____	By: _____
Title: _____	Title: _____
	Telephone: _____

EXHIBIT D

VILLAGE OF LIBERTYVILLE
CONTRACT/PROPOSAL FOR THE
SIDEWALK REPLACEMENT PROGRAM

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that ***[Name and Address of Successful Bidder]***, as Principal, hereinafter called Contractor, and ***[Name and Address of Surety]***,, as Surety, a corporation organized and existing under the laws of the State of ***[State of Incorporation]***,, hereinafter called Surety, are held and firmly bound unto the Village of Libertyville, 118 West Cook Avenue, Libertyville, Illinois 60048-2090, as Oblige, hereinafter called Owner, for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of ***[Contract Amount in Writing]*** ($***[Contract Amount in Figures]***), to be paid to it or the said claimants or its or their assigns, to which payment well and truly to be made Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include attorney's fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated _____, 202_, with Owner entitled "CONTRACT AGREEMENT BETWEEN VILLAGE OF LIBERTYVILLE AND [**NAME OF SUCCESSFUL BIDDER]** For the _____ (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall promptly pay or cause to be paid all sums of money that may be due to any claimant with respect to Contractor's obligations under the Contract: (1) to provide, perform and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the_____; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Special Conditions of Contract; (3) to procure and furnish all bonds, certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

For purpose of this bond, a claimant is defined as one having a direct contract with Contractor or with a subcontractor of Contractor to provide, perform or complete any part of the Work.

Contractor and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Work paid in full, including, without limitation, all claims for amounts due for materials, lubricants, oil, gasoline, rentals of or service or repairs on machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may sue on this bond for the use of such claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due such claimant, and may have execution therein; provided, however, that Owner shall not be liable for the payment of any costs or expenses of any such suit. The provisions of 30 ILCS 550/1 and 30 ILCS 550/2 shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

Contractor and Surety hereby jointly agree that Owner may sue on this bond if Owner is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this bond shall create any duty on the part of Owner to pay any claimant.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances on the part of Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service or site; or in or to the mode or manner of payment therefore shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors or assigns, or affect the obligations of said Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Signed and sealed this ____ day of _____, 202_.

Attest/Witness:

Principal: ***[Name of Successful Bidder]***

By: _____ By: _____

[Name of Contractor's Executing Officer]

Title: _____ Title: _____

[Title of Contractor's Executing Officer]

Attest/Witness: Surety: ***[Name of Surety]***

By: _____ By: _____

Title: _____ Title: _____

Telephone: _____

EXHIBIT E

VILLAGE OF LIBERTYVILLE
CONTRACT/PROPOSAL FOR
SIDEWALK REPLACEMENT PROGRAM

PRICE PROPOSAL FORM

Contractor	*4" Panel replacement per sq.ft*	*6" Panel replacement per sq.ft*
Globe Construction Inc.	**$ 9.50**	**$10.50**

The MPI unit pricing for ADA panels ($220/Each) and B-Box adjustments ($100/Each) will remain.

Total Contract price will One Hundred Sixty Thousand Dollar and Zero Cents ($160,000.00)

Globe Construction, Inc.

December 23, 2024

Jayson Wargo
Village of Libertyville
118 W Cook Avenue
Libertyville, IL 60048

Dear Jayson,

As the 2025 Concrete Construction season approaches, our company, Globe Construction, Inc. is beginning to plan our limited work schedule. Per the term stated in our contract with the Village of Libertyville in 2024, we would like to honor the opportunity to extend your contract to Year 2025 Prices as reflected

If you are Interested, please email us at Globeconstructioninc@gmail.com or you can call our office @ (630)-620-0313 so we can plan our schedule accordingly.

Best Regards,

Peter Martire
President
Globe Construction, Inc.

	EXHIBIT E	
	VILLAGE OF LIBERTYVILLE	
	CONTRACT/PROPOSAL FOR	
SIDEWALK REPLACEMENT PROGRAM		
	PRICE PROPOSAL FORM	
Contractor	**4" Panel Replacement per Sq Ft**	**6" Panel Replacement per Sq Ft**
Globe Construction, Inc	**$10.00**	**$11.00**
The MPI unit pricing for **ADA** panels ($220.00/Each) and **B-Box** adjustments ($100/Each) will remain		

VILLAGE OF LIBERTYVILLE
CONTRACT/PROPOSAL FOR
SIDEWALK REPLACEMENT PROGRAM
FY 2025/26

PRICE PROPOSAL FORM

Contractor	*4" Panel replacement per sq.ft*	*6" Panel replacement per sq.ft*
Globe Construction Inc.	**$ 10.00**	**$11.00**

The MPI unit pricing for **ADA** panels ($220/Each) and **B-Box** adjustments ($100/Each) will remain.

Total Contract price will One Hundred Sixty Thousand Dollar and Zero Cents ($160,000.00).

CONTRACT RENEWAL ACCEPTANCE

The Contract Renewal Acceptance is attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Libertyville ("Owner") this 8th day of April, 2025 with Globe Construction, Inc. to perform the Annual Concrete Sidewalk Removal & Replacement Program services in an amount not to exceed $160,000.00.

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

Village of Libertyville:

By: _____
Print: Kelly Amidei,
Title: Village Administrator

Globe Construction, Inc.:

By: _____
Print:
Title:

FY 26 thru FY 30

Capital Improvement Plan

Libertyville, IL

Project #	PW-SDW-002
Project Name	Sidewalk Replacement

Total Project Cost	$1,868,571	Department	Public Works Department
Type	Maintenance	Category	Sidewalk
Priority	1 Critical	Status	Active
Useful Life	20 years	Project Scope	Annual Program

Description

Village Streets staff completes a sidewalk inspection of the Village to determine panels of sidewalk that need to be replaced by our contractor.

Justification

Replacing sidewalk panels reduces the risk of trips/falls and liability to the Village and enhances the visual appeal of Village.

Prior	Expenditures		FY 26	FY 27	FY 28	FY 29	FY 30	Total
843,571	Construction/Maintenance		200,000	200,000	200,000	200,000	225,000	**1,025,000**
		Total	**200,000**	**200,000**	**200,000**	**200,000**	**225,000**	**1,025,000**

Prior	Funding Sources		FY 26	FY 27	FY 28	FY 29	FY 30	Total
843,571	Project Fund		200,000	200,000	200,000	200,000	225,000	**1,025,000**
		Total	**200,000**	**200,000**	**200,000**	**200,000**	**225,000**	**1,025,000**

Budget Impact

Staff anticipates a savings of $1,000/year in critical repairs.

Budget Items		FY 26	FY 27	FY 28	FY 29	FY 30	Total
Maintenance		-1,000	-1,000	-1,000	0	0	**-3,000**
	Total	**-1,000**	**-1,000**	**-1,000**	**0**	**0**	**-3,000**

Agenda Item No. 3X

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 8, 2025

Agenda Item: Consideration of a Resolution Approving a Special Event and Raffle in Nicholas Dowden Park South on Saturday, May 3, 2025 – Libertyville Girls Softball Association Opening Day Event

Staff Recommendation: Approve Resolution

Staff Contact: Kelly A. Amidei, Village Administrator

Background: Attached is a Special Event Application from the Libertyville Girls Softball Association requesting the use of Nicholas Dowden Park south on Saturday, May 3, 2025, from 8:00 a.m. to 5:00 p.m. for festivities and a 50/50 raffle related to opening day of their house softball league.

The request includes the following items:

- Opening day signage
- Music
- Mobile Food vendors on-site
- Balloon artist and face painting

Staff recommends Village Board approval of the Resolution approving the use of Nicholas Dowden Park south by the Libertyville Girls Softball Association on Saturday, May 3, 2025, for their opening day event festivities.

Attachments:

1. Resolution
2. Special Event Application

RESOLUTION NO. 25-R-

A RESOLUTION APPROVING A SPECIAL EVENT AND RAFFLE IN NICHOLAS DOWDEN PARK SOUTH ON SATURDAY, MAY 3, 2025 – LIBERTYVILLE GIRLS SOFTBALL ASSOCIATION OPENING DAY EVENT

WHEREAS, The Libertyville Girls Softball Association (***"Applicant"***) has filed an application with the Village to host a special event in Nicholas Dowden Park south for the 2025 house softball league opening day on May 3, 2025, between the hours of 8:00 a.m. and 5:00 p.m. (***"Proposed Special Event"***); and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interests of the Village to approve the Proposed Special Event, subject to the conditions set forth in this Resolution;

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

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

SECTION 2: Approval of Proposed Special Event. The President and Board of Trustees hereby approve the use of Nicholas Dowden Park south for the Proposed Special Event and Raffle License.

SECTION 3: Conditions. The Applicant must conduct the Proposed Special Event in accordance with: (a) all conditions and requirements set forth in the application filed by the Applicant for the Proposed Special Event; and (b) all additional conditions that may be required by the Village Administrator, in her discretion, as necessary to protect the public health, safety, and welfare.

SECTION 4: Effective Date. This Resolution will be in full force from and after its passage and approval in the manner provided by law.

PASSED this 8th day of April, 2025.

AYES:

NAYS:

ABSENT:

APPROVED this 8th day of April, 2025.

_____
Donna Johnson, Village President

ATTEST:

_____
Margaret Clark, Village Clerk

EXHIBIT A

AGREEMENT

EVENT DATE(s): 05/03/2025

Libertyville
spirit of independence

VILLAGE OF LIBERTYVILLE
Special Event Application

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

Section 1: Organization & Contact Information

Name of Event: Libertyville Girls Softball Association Opening Day

Sponsoring Organization: Libertyville Girls Softball Association

Address: PO Box 295, Libertyville, IL 60048

Phone: [redacted] Fax: N/A

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

Contact Person: Kate Reifsnyder

Address: [redacted]

Daytime Phone : [redacted] Cell Phone: [redacted]

Section 2: General Information

Event Date: 05/03/2025

Event time (please list for each date): 9:00 am - 5:00 pm

Set up date and time: 05/03/2025 - 8:00 am

EVENT DATE(s): 05/03/2025

Dismantling/clean up date and time: 05/03/2025 - 5:00 pm
(clean up includes removal of all waste, dumpsters, equipment, dismantling of tents, filling tent holes, removal of portable toilets, etc.

Estimated number of attendees (including participants and staff/volunteers): Approx. 500 throughout day

Section 3: Event Location
Please check all that apply

☒ Public parking lot – *Address:*

Nicholas Dowden Park parking spaces - location of food vendors

☐ Private parking lot – *Address:*

Please attach letter of approval from property owner

☒ Park – *Please list park*

Nicholas Dowden Park

☒ Public streets – *Please list street(s):* Street parking surrounding Nicholas Dowden Park

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

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

Purpose of the event:

The purpose of this event is to generate excitement for the beginnning of the Libertyville Girls Softball Association season. We would like to offer activities, music, and food for players and their families.

General description of the event: The event will coincide with the first games of the season for the in-house Libertyville softball players. We are hopeful that Village representatives can attend a ceremonial first pitch. There are approximately 170 players scheduled for games at 10:00 am, 2:00 pm, and 4:00 pm. Players and spectators can enjoy activities and food.

Admission fee for event: $ 0

List organizations receiving proceeds from admissions: N/A

EVENT DATE(s): 5/03/2025

Section 5: Services for Special Event

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

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

☒ Raffle Application included

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

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

Currently, Kona Ice has expressed availability. We are looking to include 2 additional food vendors.

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

☐ **Tent**

☐ **Electrical wiring/generator**

☒ **Signs/banners - application and regulations are attached** Potential "LGSA Opening Day" Sign

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

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

☒ **Amplifier** Music to be played between games. Microphone for public address by Mayor/Village Officials if desired.

☐ **Car show**

Other services not listed above:

Section 6: Event Operation

Please check all that apply:

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

☒ **Type(s) of publicity used to promote event:** Email to player families, Statement on Social Media

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

WASTE REMOVAL IS THE RESPONSIBILITY OF THE EVENT ORGANIZER.

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

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

Waste generated should be no more than expected for Opening Day.

Waste Hauler:
Hauler Address:
Hauler Phone Number:

EVENT DATE(s): 05/03/2025

Section 6: Traffic, Security, Medical Services & Fees

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

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

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

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

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

		STREET NAME	CLOSE TIME	OPEN TIME	
☐ Closure	☒ Parking	Crane Boulevard adjacent to fields	8:30 am	6:00 pm	Request for Temporary Parking
☐ Closure	☒ Parking	Nicholas Dowden playground lot	10:00 am	3:00 pm	Some spots blocked off for food service
☐ Closure	☐ Parking				
☐ Closure	☐ Parking				
☐ Closure	☐ Parking				

Section 7: Required Documents, Insurance & Hold Harmless Agreement

CERTIFICATE OF INSURANCE:

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

On file with Village.

AUTOMOBILE INSURANCE:

Does this event include use of vehicles?

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

☒ **NO**

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

HOLD HARMLESS: Agreement previously executed by LGSA.

EVENT DATE(s): 05/03/2025

To the fullest extent permitted by law, the undersigned hereby agrees to defend, indemnify and hold harmless the Village of Libertyville, its officials, agents and employees, against injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses (including attorneys' fees), which may in anyway accrue against the Village of Libertyville, its officials, agents and employees, arising in whole or in part or in consequence of the event of 05/03/2025 (date), sponsored by (organization), or which may in anyway result therefore, except that arising out of the sole legal cause of the Village of Libertyville, its officials, agents or employees. The undersigned shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village of Libertyville, its officials, agents and employees, in any such action, the undersigned shall, at its own expense, satisfy and discharge the same.

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

Agreed this 13 day of March, 2025.

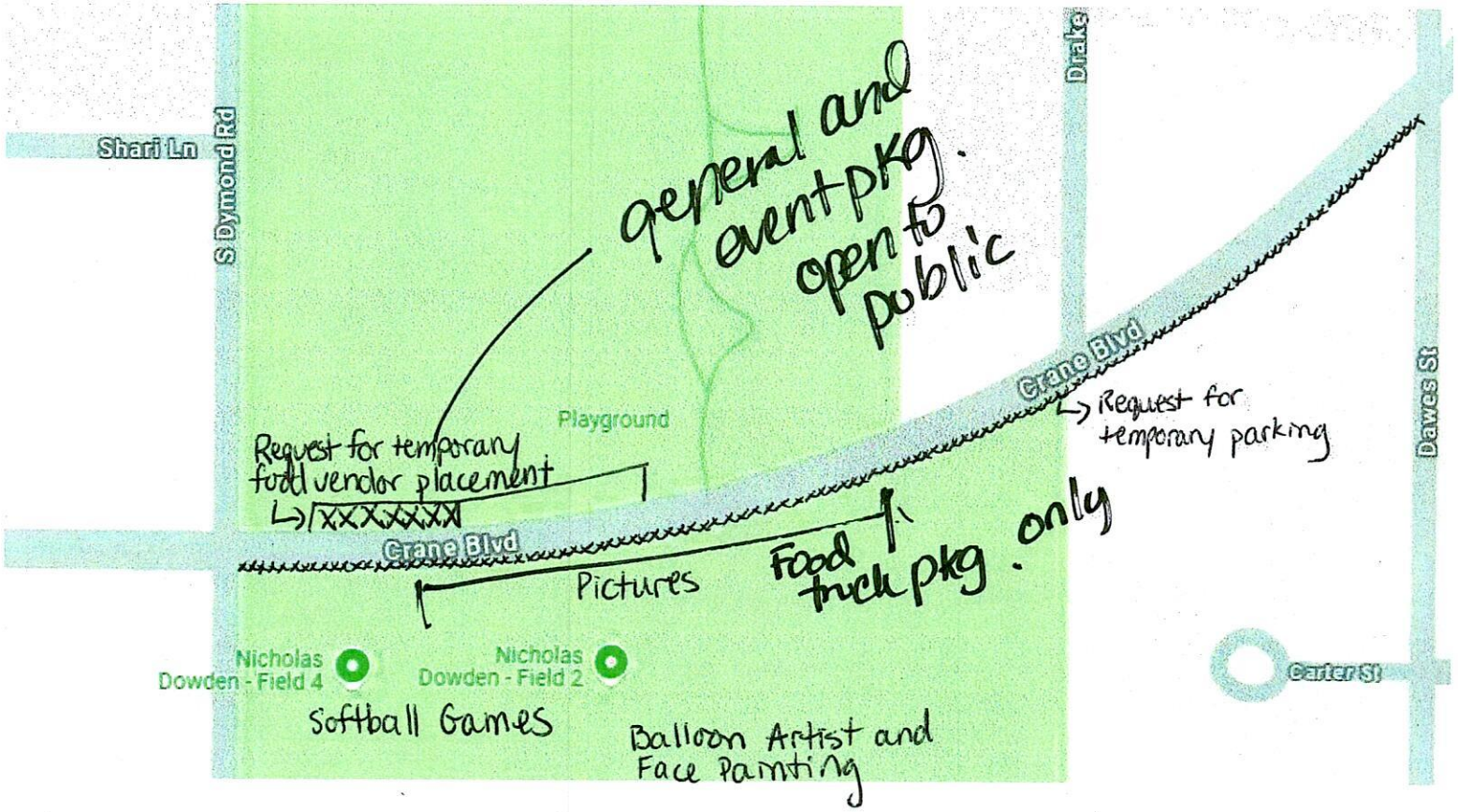
Kathleen Reifsnyder
Signature

03/13/2025
Date

Kathleen Reifsnyder
Director of Fundraising and Sponsorships
Print name and title

Libertyville Girls Softball Association
Organization

Village Recommended layout:



Agenda Item No. 4

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 8, 2025

Agenda Item: Consideration of a Resolution Approving an Agreement with FGMA Inc. of Chicago, Illinois for Architectural and Design Services for the Police Station Project

Staff Recommendation: Approve Resolution

Staff Contact: Kelly A. Amidei, Village Administrator
Ed Roncone, Chief of Police

Background: The Mayor and Village Board of Trustees have determined that a new police station facility is necessary in order to conduct departmental operations for continued recruitment, retention and to modernize the layout to accommodate current operations. A facilities study was completed in 2022 and outlined the need for an approximate 35,000 square foot free standing building in order to accommodate these needs. In 2023, the Village Board identified a dedicated funding source of ½% of sales tax and subsequently established the New Building Fund to budget for an approximate cost of $25-30 million for the Police Station. Following the exploration of multiple sites in the downtown area, it was determined that the existing site was the best location and would require the demolition of the existing station and construction of a new station.

The Village issued RFQs for the Police Station Architect Project which were due on December 20, 2024 utilizing the QBS (Qualifications Based Selection) process as required by State Statute for architectural professional services. In response to the RFQ, nine (9) firms submitted their qualifications, and preliminary initial interviews were held with all firms. These initial interviews were completed on Friday, January 17th and five (5) firms were chosen for final interviews which were held at the Fire and Police Committee on Tuesday, January 21, 2025.

Following the finalist interview process, FGM Architects was determined to be the highest-ranking firm. They then submitted their cost proposal for the project which totals $2,435,500. The total cost includes all allowances and optional services. Optional services will be monitored by Staff as the project moves forward and may not be needed as the project moves forward.

CCS, International has provided Owner's Representative Services for the Architect selection process and have provided an opinion that the cost for the project is reasonable compared to similar project experience.

Staff recommends adoption of the attached Resolution to approve a professional services agreement with FGM Architects of Chicago in the amount of $2,435,500 for the Police Station Project and authorize execution of the agreement by the Village Administrator.

RESOLUTION 25-R-

A RESOLUTION APPROVING AN AGREEMENT WITH FGM ARCHITECTS INC., OF CHICAGO, ILLINOIS, FOR ARCHITECTURAL AND DESIGN SERVICES FOR THE POLICE STATION PROJECT

WHEREAS, the Village has identified the need to retain a professional architectural firm to provide architectural and design services for the Police Station Project (***"Services"***); and

WHEREAS, the Village is subject to the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq. (***"Act"***); and

WHEREAS, the Act requires that the Village follow a qualifications-based selection process for architectural services, unless it has a satisfactory relationship for architectural services with one or more firms; and

WHEREAS, the Village conducted a qualifications-based selection process for architectural services, and selected FGM Architects Inc., of Chicago, Illinois (***"FGM"***), as the most qualified firm for the provision of the Services; and

WHEREAS, FGM has submitted a proposal to perform the Services for the amount of $2,435,500 (***"Proposal"***); and

WHEREAS, the Village and FGM desire to enter into an agreement for the provision of the Services by FGM to the Village in accordance with the Proposal (*"**Agreement**"*); and

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

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

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

SECTION 2: Approval of Agreement. The Board of Trustees hereby approves the

Agreement with FGM, generally in the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the Village Administrator and the Village Attorney.

SECTION 3: Execution of Agreement. The Village Administrator and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Agreement upon receipt by the Village Clerk of at least one original copy of the Agreement executed by FGM; provided, however, that if the executed copy of the Agreement is not received by the Village Clerk within 30 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

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

PASSED this ___ day of April, 2025.

AYES:

NAYS:

ABSENT:

APPROVED this ___ day of April, 2025.

_____
Donna Johnson, Village President

ATTEST:

_____
Margaret Clark, Village Clerk

EXHIBIT A

AGREEMENT

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the _____ day of _____ in the year «2025 »
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)
Village of Libertyville
118 W. Cook Avenue
Libertyville, IL 60048

and the Architect:
(Name, address and other information)

« FGM Architects Inc. »
« 1 Westbrook Corporate Center,, Suite 1000 »
« Westchester, Illinois 60154 »

for the following Project:
(Name, location and detailed description)

New Police Station to replace the existing station located at 200 E. Cook Avenue, Libertyville, Illinois

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes: (2020814682)

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User Notes: (2020814682)

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1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

« »The Village of Libertyville currently anticipates needing a +/- 35,000 SF building. The Project program includes the following:

1. Indoor Parking for 30 police vehicles
2. A modern firing range sized to allow for tactical training.
3. Additional capacity for future growth of sworn and civilian staff.
4. An Emergency Operations Center (EOC) / Multi-Purpose Room
5. A Defensive Tactics Training Room
6. Social Services Rooms / Offices

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

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User Notes: (2020814682)

The new police station facility will replace the existing station located at 200 E. Cook Avenue, LibertyRville, Illinois. The existing Police Station is planned to the demolished. The new building is assumed to include at least one above ground floor and a basement level.

Plats of survey, topographic surveys, geotechnical reports, traffic and utility studies, environmental studies, and other similar information. will need to be completed for the Project site by the Owner.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

« »Project budget is anticipated to be $25-30 Million.

§ 1.1.4 The Owner's anticipated design milestones, based upon Owner's prompt rendering of approval, and construction milestone dates:

.1 Design phase milestone dates, if any:

Anticipated Duration for each Phase:
Schematic Design – 14 weeks
Design Development – 10 weeks
Construction Documents (demo docs and CDs) – 12 weeks

.2 Construction commencement date:

Anticipated Duration for Construction: 22 months

.3 Substantial Completion date or dates:

« TBD »

.4 Other milestone dates:

« None »

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

« »General Contractor Competitive Bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

«None. »

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Owner:
Ed Roncone
Village of Libertyville
200 E. Cook Avenue
Libertyville, IL 60048

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Owner's Representative:

To Be Determined

§ 1.1.8 The persons or entities, in addition to the Owner and Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

« None. »

§ 1.1.9 The Owner shall retain the following consultants and contractors which are required for the the Project:

.1 Geotechnical Engineer (Soil Testing)

.2 Environmental Consulting Services

.3 Topographic Surveying

.4 Construction Material Testing

Note: Survey, geotechnical explorations, material testing, environmental engineering, hazardous waste engineering, regional stormwater analysis, hydrology studies, and traffic engineering services and commissioning are not included as part of the Architect's Basic Services.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Raymond Lee, AIA , Principal in Charge for FGM services
raylee@fgmarchitects.com

Mike Elliott, AIA, Project Manager for FGM services
mikeelliott@fgmarchitects.com

« FGM Architects Inc.
« 1 Westbrook Corporate Center, Suite 1000 »
« Westchester, Illinois 60154

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

McClusky Engineering
1887 High Grove Lane
Naperville, IL 60540
630-717-5399

.2 Mechanical/Electrical/Plumbing/Fire Protection/Low Voltage/Data Infrastructure Engineer:

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Consolidated Consulting Engineers
212 S. Milwaukee Ave.
Wheeling, IL 60090
847-215-0690

.3 Civil Engineer and Landscape Architecture:

Ericksson Engineering
145 Commerce Drive, Suite A
Grayslake, IL 60030
847-223-4804

.4 Electronic Security Consulting (Door Access Control and CCTV):

Correct Electronics
1807 South Washington Street, Suite 110
Naperville, IL 60565
630-689-1190

.5 Audio Visual Consulting:

Sonus AV Inc.
201 Woodcreek Drive
Michigan City, IN 46360
219-874-3333

§ 1.1.11.2 Consultants retained under Supplemental Services:

«None. »

§ 1.1.12 Other Initial Information on which the Agreement is based:

«None. »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner will adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information. If the Owner does not make the foregoing adjustments, the Architect shall not be required to accommodate such material changes.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals where required by law.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2.1 Licensure and Compliance with Laws. Architect represents that it has all necessary licenses and registration to perform its services in the State of Illinois and the Village of Libertyville, and that at all times, it shall comply with such applicable registration and licensing laws.

§ 2.3 The Architect shall identify representatives authorized to act on behalf of the Architect with respect to the Project. The representatives identified in Section 1.1.10 shall remain assigned to the Project unless either of them ceases employment with the Architect, become ill, disabled or incapacitated or otherwise unable to fulfill the duties assigned to them. The Architect shall provide prompt written notice to the Owner if either of the representatives is no longer assigned to the Project, and the Architect shall provide the Owner with the proposed replacement representative and request approval, which approval shall not be unreasonably withheld.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project

§ 2.4.1 Conflict of Interest. The Architect represents and certifies that, to the best of its knowledge: (1) no Village employee or agent has an interest in the business of the Architect or this Agreement; (2) as of the date of this Agreement, neither the Architect nor any person employed or associated with the Architect has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Architect nor any person employed by or associated with the Architect shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

§ 2.4.2 The Architect agrees not to perform any professional services during the term of this Agreement for any person, firm, corporation and/or unit of government for any project or work that may be subject to the Village's review and/or inspection, to occur or occurring within the corporate limits of the Village without notification to the Village prior to rendering services.

§ 2.4.3 No Collusion. The Architect represents and certifies that this Contract is made by the Architect without collusion with any other person, firm, or corporation. If at any time it shall be found that the Architect has, in procuring this Contract, colluded with any other person, firm, or corporation, then the Architect shall be liable to the Village for all loss or damage that the Village may suffer, and this Contract shall, at the Village's option, be null and void.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 At the time of execution of the Agreement, the Architect shall furnish to the Village satisfactory proof of the required insurance coverage stated below. Such proof shall consist of certificates executed by the respective insurance companies' agents/representatives together with executed copies of an "Additional Insured Endorsement" provided on standard Insurance Services Office ("ISO") forms or insurer equivalent forms for Automobile and Commercial General Liability coverage only. In addition, said certificates shall state that the Village of Libertyville, and its elected and appointed officials, officers, and employees are additional insureds on the general liability and

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automobile insurance policies as required by written contract. The Architect shall procure and maintain without interruption from the time of the execution of the Agreement until final payment, insurance against all claims for injury to or death of a person or persons or damage to property, which may arise wholly or in part from the performance of the services hereunder by Architect or its consultants. The scope of coverage shall be at least as broad as, and shall be in amounts not less than, the following:

§ 2.5.2 Commercial General Liability with policy limits of not less than « one million dollars » ($ « 1,000,000.00 ») for each occurrence and « two million dollars » ($ « 2,000,000.00 ») in the aggregate for bodily injury and property damage.

§ 2.5.3 Umbrella Coverage, $2,000,000 per occurrence. The Architect shall endorse the Village as an "Additional Insured" on the Umbrella Insurance, unless the Commercial Umbrella Insurance provides coverage on a pure "True Follow-Form" basis, or the Village is automatically defined as an additional insured. Any self-insured retention or deductible under this policy shall not exceed $25,000.

§ 2.5.4 Automobile Liability covering vehicles non-owned and hired vehicles used, by the Architect with policy limits of not less than « one million dollars » ($ « 1,000,000.00 ») Combined Single Limit for use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.5 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.6 Workers Compensation – statutory covering all liability of the Architect arising under the Worker's Compensation Act. The policy shall include an unrestricted waiver of subrogation.

§ 2.5.7 Employers' Liability with policy limits not less than « five hundred thousand dollars » ($ « 500,000.00 ») each accident, « five hundred thousand dollars » ($ « 500,000.00 ») each employee, and « five hundred thousand dollars » ($ « 500,000.00 ») policy limit.

§ 2.5.8 Professional Liability – limits of $5,000,000 each claim/aggregate covering negligent acts, errors, and omissions in the performance of professional services provided by Architect under this Agreement with a deductible not-to-exceed $50,000 without prior written approval. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the Agreement. In the event the policy is cancelled or non-renewed and is not replaced, the Architect shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years from the date of Substantial Completion of the Project.

§ 2.5.9 All insurance required herein of Architect shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

§ 2.5.10 The Architect shall require all consultants to maintain the same types of insurance policies as the Architect; however, the Architect shall determine the appropriate limits of such policies to be required of its consultants. The Architect shall confirm its consultants' compliance with the requirements stated herein and in the consultant agreement prior to the performance of any services by any consultant.

§ 2.5.11 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's non-professional negligent acts or omissions. The additional

insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to

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both ongoing and completed operations. On the commercial general liability and automobile liability policies where the Owner is required to be an additional insured, the Architect's insurance coverage shall be primary as respects to any insurance or self-insurance maintained by the Village, which insurance of the Village shall be excess of Architect's insurance and shall not contribute with it.

§ 2.5.12 General indemnification. To the fullest extent permitted by law, the Architect will indemnify and hold harmless the Village and its elected and appointed officials, officers, and employees, and any governmental agency providing funding for all or any portion of the Contract Sum, and its officers, directors, and employees, (hereinafter "Indemnitees"), from and against liabilities and damages arising from injuries (personal or bodily) or property damage, expenses and attorney's fees recoverable under the applicable law, for which an Indemnitee is liable to a third party claimant to the extent caused by (i) the negligent, gross negligent, or willful and wanton acts or omissions by the Architect, its employees, and/or its consultants in the performance of the professional services required by this Agreement This indemnification and hold harmless obligation will survive the termination or expiration of this Agreement, whether by completion or termination. Nothing herein shall be construed to require the Architect to indemnify and hold harmless any Indemnitee from its own negligence or fault.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, electrical, plumbing, and fire protection engineering, and also low voltage/data infrastructure engineering; landscape architecture, electronic security (door access control and CCTV) services and audio/visual consulting services. Furniture selection services shall also be part of Basic Services. Services not set forth in this Article 3 are Supplemental or Additional Services. In the event the Owner requests services in addition to those set forth in this Article 3 after the execution of this Agreement, the parties shall execute a written Supplemental Services or Additional Services Authorization describing such services and the compensation for such Supplement or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings reasonably requested by the Owner, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner only if the Architect becomes aware of any error, omission, or inconsistency in such services or information, however, the Architect assumes no duty to discover such errors, omissions, or inconsistencies.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and a reasonable time for approval of submissions by authorities having jurisdiction over the Project. The Owner shall render decisions in a timely manner so as to not adversely affect the schedule or cause the schedule to be exceeded. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's prior, written approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive, design change, or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall use professional care to respond to applicable written publicly available design requirements imposed by those authorities and entities having jurisdiction over the design of the Project. The Architect shall not be responsible for additional costs incurred because of a reasonable difference of opinion or interpretation of applicable code requirements with that of such governmental authorities.

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§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the design of the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall conduct a Project kick-off meeting with the Owner to confirm the goals and objectives for the Project and to review the design process and the Village approvals required for the Project. The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. The Architect will prepare a detailed Project schedule with key milestone dates within 14 days after the Project kick-off meeting and shall meet with the Police Department staff to discuss and confirm the program schedule.

§ 3.2.2 The Architect shall prepare, solely for use by the Owner, a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to gain a general understanding of the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project. Utilizing the Space Needs Program from the previously completed Space Needs Analysis as a starting point, the Architect shall verify space needs for the Project.

§ 3.2.2.1 The Architect has included eight (8) in person design meetings with the Owner and its committees as part of Basic Services in the Schematic Design Phase. Additional virtual meetings may be scheduled as required.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, up to three (3) preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 The Architect will present its preliminary design to the Owner and, if required to arrive at a final preliminary design, adjust the preliminary design based on feedback from the Owner. Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan and preliminary building plans, sections and elevations; and, if requested by the Owner, a combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. The Architect will meet with the Owner as reasonably needed during this Phase.

§ 3.2.5.1 The Architect may, at Owner's request, consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 During the preparation of the Schematic Design Documents, the Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with and subject to Article 6.2 and 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents and the Cost of the Work to the Owner, and request the Owner's approval. If requested by the Owner, the Architect will adjust the Schematic Design Documents

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based on feedback from the Owner. Upon receipt of Owner's approval of the Schematic Design Documents, the Architect shall commence the Design Development Phase.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and layout of the Project elements as to architectural, structural, mechanical, plumbing and electrical systems, and other appropriate elements consistent with the Architect's scope of services. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels. The Architect shall provide one rendering of each elevation and three to four detailed renderings of major interior spaces. Interior finish materials and colors shall be identified. Building wayfinding signage and wall graphics shall be included.

§ 3.3.1.1 The Architect shall coordinate with the Owner's IT staff for low voltage, voice-data infrastructure, electronic security and audio-visual system. During the Design Development Phase, the Architect shall provide space planning, general office furniture locations and coordinate utility requirements, including low voltage cabling and power.

§ 3.3.1.2 The Architect has included up to six (6) in person design meetings, meetings with the Owner's Board and committees in this phase. Additional virtual meetings may be scheduled as required.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's written approval. Upon receipt of Owner's written approval of the Design Development Documents, the Architect shall commence the Construction Documents Phase.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's written approval of the Design Development Documents, and on the Owner's written authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the contractor hired by Owner to construct the Project will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4. Construction Documents prepared by the Architect shall include civil, architecture, landscape architecture, interior design, structural, mechanical, electrical including photometric site lighting plans, plumbing, fire protection, electronic security and audio-visual plans.

§ 3.4.1.1 The Architect has included up to five (5) in person design meetings, meetings with the Owner's Board and committees in the Construction Documents Phase. Additional virtual meetings may be scheduled as required.

§ 3.4.2 The Architect shall use professional care to incorporate the written publicly available design requirements of governmental authorities having jurisdiction over the design of the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms. The Owner shall provide the form of agreement between the Owner and Contractor; and (2) the Conditions of the Contract for Construction (General, Supplementary and other

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Conditions). The Architect shall also compile a project manual that includes the Owner-provided Conditions of the Contract for Construction and Specifications, and bidding requirements and sample forms,

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. Upon receipt of Owner's approval of the Construction Documents, the Architect shall commence the Procurement Phase.

§ 3.4.6, The Architect shall modify or correct any errors or omissions in the Construction Documents at no additional cost to Owner.

§ 3.4.7 If, as a result of Architect's failure to comply with the standard of care set forth in this Agreement, a negligent error or omission in the Construction Documents results in additional costs to the Owner, the Architect shall be responsible for compensating the Owner for additional costs resulting from the error or omission including additional architectural service costs, other consultant costs, and construction costs to the extent required by Illinois law; provided, however, that the Architect shall only be responsible for compensating the Owner for the additional costs incurred over and above the cost the Owner would have paid had the error or omission not been included in the original Construction Documents in accordance with Illinois law.

§ 3.5 Bidding and Negotiation Phase Services
§ 3.5.1 General
The Architect shall attend contractor prequalification interviews as required by the Owner with the Owner and Owner's representative. The Owner will lead this process. The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction all of which will be conducted in the manner determined by the Owner and the Owner's purchasing policies and procedures.

§ 3.5.2 Competitive Bidding
§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- **.1** facilitating the electronic distribution of Bidding Documents to prospective bidders;
- **.2** organizing and conducting a pre-bid conference for prospective bidders;
- **.3** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- **.4** organizing and attending the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider written requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.6 Construction Phase Services
§ 3.6.1 General
§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth The Architect's services shall not be modified by the construction contract or any general or supplementary conditions to the contract for construction. The terms and conditions of this Agreement shall govern and control the Architect's services on the Project.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The

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Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for jobsite safety, including, but not limited to, safety precautions and programs in connection with the Work or compliance with any safety laws, standards, rules, regulations, or guidelines governing the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment or four (4) months after Substantial Completion, whichever is earlier.

§ 3.6.1.4 The Architect shall not be responsible for any aspect of design, procurement, erection, construction, monitoring, observation or use of any scaffolds, hoists, cranes, ladders, bracing or supports of any type on the Project, whether temporary or permanent, nor shall the Architect have responsibility for construction barricades, berries, safety cones, tape, warnings, signage, canopies or other similar devices of any kind, whether for vehicular or pedestrian traffic or otherwise on or around the Project site. No provision of this Agreement shall be interpreted to confer upon the Architect any duty owed under common law, statute or regulation to construction workers or any other persons regarding safety or the prevention of accidents at the Project.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site as required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect shall attend on average one Owner/Architect/Contractor (OAC) meeting every week up to a total of ninety (90) site visits/OAC meetings as part of the Basic Services.

§ 3.6.2.2 The Architect has the authority to recommend to the Owner that the Owner reject Work that does not conform to the Contract Documents. Subject to Owner's prior written approval, whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work and the Architect shall not be responsible for defects or deficiencies of the Contractor, Subcontractors, or suppliers resulting from their failure to complete Work in accordance with the Contract Documents.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017 whether or not used as part of the Contract Documents on the Project,

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the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents. In no event shall the Architect be liable for decisions made in such capacity if made in good faith.

§ 3.6.3 Recommendation for Payment to Contractor

§ 3.6.3.1 The Architect shall review and recommend to the Owner the amounts due the Contractor and shall issue recommendations in such amounts. The Owner is not bound by the Architect's recommendation of payments due the Contractor. The Owner shall make its own independent determination of the amounts due the Contractor for any Application for Payment. The Architect's recommendation for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in general accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount recommended. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a recommendation for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and recommendations for Payment. In the event that the Architect is requested by the Owner to review lien waivers from the Contractor(s) and subcontractors, the Architect shall review such lien waivers provided by the Contractor for compliance with the amount requested by the Contractor in the Application for Payment; however, the Architect shall not be responsible to determine the validity or legality of any lien waiver provided.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule when issued by the Contractor and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review or take other appropriate action only upon the Contractor's submittals such as Shop Drawings, Product Data and Samples that are required by the Contract Documents, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of specific details, equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Regardless of the review, notations or mark-ups of the Architect on any submittal, shop drawing or product data, neither the Architect nor its consultants shall be responsible for any aspect of the submittal, shop drawing or product data which does not comply with the requirements of the Contract Documents, responsibility for which rests solely with the Contractor.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect or its consultants shall specify the appropriate performance and design criteria that such services must satisfy. Subject to the terms of Article 3.6.4.2, the Architect or its consultants shall retain and review Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect for informational purposes only. The Architect's

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review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect and its consultants shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals and shall have no responsibility for any errors or omissions in the services or documentation provided by the Contractor's design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve and will not result in an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives in a form acceptable to the Owner for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work under Article 3.6.5.1.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- **.1** conduct an inspection to determine the date or dates of Substantial Completion and the date of final completion;
- **.2** issue Certificates of Substantial Completion;
- **.3** forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- **.4** issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work observed by the Architect complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspection shall be conducted with the Owner to check overall conformance of the Work observed with the requirements of the Contract Documents and to verify the accuracy and completeness of the punch list submitted to the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon written request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

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ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services (not otherwise designated as in Basic Services) if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. If, after execution of this Agreement, the Owner requests to add Supplemental Services set forth below for the Project, such services shall be authorized pursuant to a written Supplemental Services Authorization signed by both parties which shall describe the Supplemental Services and the compensation for such services.

Supplemental Services		**Responsibility** *(Architect, Owner, or not provided)*
§ 4.1.1.1	Programming	Included as part of Basic Services
§ 4.1.1.2	Multiple preliminary designs	Included as part of Basic Services
§ 4.1.1.3	Measured drawings	
§ 4.1.1.4	Existing facilities surveys	
§ 4.1.1.5	Site evaluation and planning	
§ 4.1.1.6	Building Information Model management responsibilities	Included as part of Basic Services
§ 4.1.1.7	Development of Building Information Models for post construction use	
§ 4.1.1.8	Civil engineering	Included as part of Basic Services
§ 4.1.1.9	Landscape design	Included as part of Basic Services
§ 4.1.1.10	Architectural interior design	Included as part of Basic Services
§ 4.1.1.11	Value analysis	
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13	On-site project representation beyond Art 3.6.2.1	
§ 4.1.1.14	Conformed documents for construction	Included as part of Basic Services
§ 4.1.1.15	As-designed record drawings	Included as part of Basic Services
§ 4.1.1.16	As-constructed record drawings	Contractor
§ 4.1.1.17	Post-occupancy evaluation	
§ 4.1.1.18	Facility support services	
§ 4.1.1.19	Tenant-related services	
§ 4.1.1.20	Architect's coordination of the Owner's consultants	Included as part of Basic Services
§ 4.1.1.21	Telecommunications/data design	Included as part of Basic Services
§ 4.1.1.22	Security evaluation and planning	Included as part of Basic Services
§ 4.1.1.23	Commissioning	
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25	Fast-track design services	
§ 4.1.1.26	Multiple bid packages	
§ 4.1.1.27	Historic preservation	
§ 4.1.1.28	Furniture and furnishings selection	Included as part of Basic Services
§ 4.1.1.29	Other services provided by specialty Consultants	
§ 4.1.1.30	Other Supplemental Services	

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Supplemental Services	Responsibility *(Architect, Owner, or not provided)*

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

« There are no Supplemental Services authorized at the time of contracting»

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

« None. »

§ 4.1.3 If a Sustainable Objective is included in this Agreement, the Architect may provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement provided that the Owner has specifically authorized the performance of the Additional Services in writing before any of the Additional Services are performed by a written Additional Services Authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule but only if the Owner authorized the performance of the Additional Services in a written Additional Services Authorization which shall include the compensation for such Additional Services prior to any Additional Services being performed.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance of obligations required under this Agreement on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

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.7 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.8 Evaluation of the qualifications of entities providing bids or proposals;

.9 Consultation concerning replacement of Work resulting from fire or other cause during construction;

.10 Assistance to the Initial Decision Maker, if other than the Architect.

.11 Documentation, data collection, preparation for and attendance at meetings and similar services necessitated by the inclusion of a provision for liquidated damages in the Contract Documents.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services only upon written notice to the Owner and if authorized by the Owner in an Additional Service Authorization, If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall not compensate the Architect for the services provided prior to the Owner's issuing an Additional Service Authorization.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services upon issuance of a written Additional Services Authorization by the Owner. When the limits below are reached, the Architect shall notify the Owner; provided, however, that the Architect shall notify the Owner as soon as practical upon the Architect becoming aware that the Construction Phase Services will exceed the limits below

.1 « Two » (« 2 ») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Site observation visits shall be on an average of once per week for the duration of the Construction Phase of the Project

.3 «Two» (« 2 ») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 « One» (« 1 ») inspection for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the designated date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within « thirty four » (« 34 ») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs

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including design changes necessitated by unforeseen conditions of concealed conditions, or a reasonable number of conflicts, errors, or inconsistencies in the Contract Documents within the standard of care set forth herein. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 Intentionally Deleted;

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate and make consistent the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 5.16 The Owner shall contract separately for the consulting services in this Article 5 and in Article 1.1.9. Unless otherwise indicated herein, the services to be provided by Owner's consultants shall be performed by licensed professionals who shall affix their seals on the appropriate documents prepared by them. The Owner shall require its consultants to coordinate their drawings and other instruments of service with those of the Architect and to advise the Architect of any potential conflicts. The Architect shall have no responsibility for the components of the Project designed by Owner's consultants or for the adequacy of their drawings or other documentation. Review by the Architect of the work product of Owner's consultants is solely for consistency with the Architect's design concept of the Project. The Architect shall be entitled to rely on the technical sufficiency and timely delivery of documents and services furnished by those consultants in connection with such work product and shall not be required to review or verify calculations, designs or other documentation for compliance with applicable codes, laws, ordinances, rules and regulations nor shall Architect be responsible to discover errors or omissions in such documents or services. To the fullest extent permitted by law, the Owner shall release the Architect from any liability arising from the services of the Owner's consultants, including if or when the Owner contends that the Architect or its consultants should have discovered errors or omissions in the services of Owner's consultants, and in the event of a third party claim arising from such services, defend, indemnify and hold harmless the Architect and its consultant from an against all claims, liabilities, damages, losses and expenses, including attorney's fees, to the extent arising out of the services performed by the Owner's consultants, including if or when the Owner contends that the Architect or its consultants should have discovered errors or omissions in the services of the Owner's consultants

§ 5.17 If the Owner deviates from or authorizes deviations from the Contract Documents without the written agreement of the Architect, the Owner shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Architect and its consultants from and against all claims, liabilities, damages, losses and expenses, including attorney's fees, arising out of or resulting from such deviations.

§ 5.18 The Owner shall include in all contracts for construction, the requirement that the Contractor name the Owner and Architect as additional insureds on all liability insurance policies required of the contractors for the Project. Such insurance shall be required to be primary and non-contributory over any insurance carried by the Owner or Architect.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable estimated value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. The Cost of the Work shall include an Owner's contingency in the amount of three percent (3%) of the Owner's budget for construction to cover ambiguities, inconsistencies, incompleteness, errors, or omissions in the Instruments of Service as defined in Article 7 herein furnished by the Architect. The Architect shall not be liable for errors or omissions unless such errors or omissions both exceed the contingency and constitute a breach of the standard of care set forth herein.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's

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budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect and the Architect shall have no responsibility for such variance nor shall the Architect be responsible if the bids or Cost of the work exceeds the estimate or Owner's budget.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- **.5** implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall, as an Additional Service, modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the increased budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, and maintaining the Project or for informational purposes only in connection with any alteration or addition to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11.

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The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, or the Architect is terminated without cause as provided in Section 9.5, the license granted in this Section 7.3 shall terminate. Provided the Owner is not in default under this Agreement, the Owner may use the Instruments of Service for informational purposes only for future additions or alterations to this Project, which use shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service or obtaining the Architect's written consent, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to defend, indemnify and hold harmless the Architect and its consultants from and against all claims, liabilities, damages, losses, costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

§ 7.6 Use of Village's Name, Employee Name(s) or Image(s). The Architect shall not use or permit the use of the Village's name and/or logo, Village Employee Name(s) or Village or Employee images or references to its Project in any advertising or promotional materials, regardless of media, without the express written consent of the Village.

§ 7.7 The following provisions apply to any Instruments of Service provided in electronic format:

§ 7.7.1 The official Instruments of Service are the signed and sealed Drawings and Specifications issued in paper format for use in connection with the Project.

§ 7.7.2 The Architect may, in its sole discretion, provide for use to Owner from time to time upon request by Owner for its convenience, the Architect's Building Information Model and/or CAD or other electronic files. The design documents, calculations, drawings, details, backgrounds and other information prepared by the Architect in electronic format, whether incorporated in the BIM Model or in CAD format (hereinafter collectively referred to as "Electronic Instruments of Service") are instruments of the professional architectural service intended for use only in

connection with the construction of this Project. The Electronic Instruments of Service are and shall remain the property of the Architect.

§ 7.7.3 the Electronic Instruments of Service are provided for the sole purpose of communicating the state of the design to date, and Owner acknowledges that such Electronic Instruments of Service may not be final or complete. Owner acknowledges that use by Owner or its contractors of the Electronic Instruments of Service is at the user's sole risk and responsibility. Under no circumstances shall such electronic files be used on other projects, for additions to the project or completion of this Project by another design professional without the written consent of the Architect. Any such use or reuse by the Owner or others without the written consent of the Architect for the specific purpose intended shall be at the Owner's sole risk and without liability to the Architect. The Owner shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Architect and its consultants from all

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claims, liabilities, damages, losses and expenses, including attorney's fees, arising out of or resulting from Owner's use or reuse of electronic files or in violation of any terms of this Article. Any such consent or adaptation for use shall entitle the Architect to further compensation at rates to be mutually agreed upon by the Owner and Architect.

§ 7.7.4 Because of the possibility that data stored on electronic media or delivered in machine readable format may be subject to alteration, deterioration, incompatibility, translation and readability issues, whether inadvertently or otherwise, the Owner agrees that the Architect shall not be responsible or liable in connection with the completeness, accuracy or correctness of the Electronic Instruments of Service, information and data and use by the Owner is at its sole risk and responsibility. The Architect reserves the right to retain hard copy originals of all Project documentation delivered to the Owner in machine readable form, a duplicate set of which that is clearly labeled so as to be identifiable shall be provided to the Owner, which originals shall be referred to and shall govern in the event of any inconsistency between the hard copy originals and the electronic information. No software shall be transferred to the Owner. The Owner's right to use electronic files or to use the Instruments of Services prepared by the Architect is conditional upon the Owner being in full compliance with its obligations under this Agreement.

§ 7.7.5 The Owner acknowledges and understands that the use and automated conversion of information and data in the Electronic Instruments of Service provided by the Architect to a derivative work, or alternate system, format or version by the Owner may not be accomplished without the introduction of inexactitudes, anomalies, or errors. In the event the Electronic Instruments of Service provided are so used or converted, the Owner agrees to assume all risks associated therewith and releases the Architect from such responsibility, and to the fullest extent permitted by law, the Owner shall defend, indemnify, and hold harmless the Architect and its consultants from and against all claims, liabilities, losses, damages and expenses, including, but not limited to attorney's fees, arising in connection therewith.

§ 7.7.6 The electronic data files are intended to work only as described in the Agreement. These files are compatible only on AutoCAD 2020 or Revit Architecture 2020 or later releases. The Owner shall verify drawing release number and file format with the Architect at the time the files are transmitted. The Architect makes no warranty as to the compatibility of the electronic files.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than (ten) 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 Intentionally Deleted.

§ 8.1.3 The Architect and Owner waive consequential damages, including, without limitation, lost profits, lost revenues, loss of market, financing charges, interest, and overhead for claims and disputes out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement and Owner's termination for convenience.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to litigation. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by litigation. Prior to the initiation of mediation, on written notice of either party to the other of intent to mediate a dispute under this Agreement, each party shall designate a representative and shall meet within five (5) days after service of the notice of intent to mediate. The parties shall attempt to resolve the dispute through negotiation within ten (10) days of the meeting. Should the parties be unable to agree on a resolution with such ten (10) day period, the parties shall proceed to mediation as set forth here.

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§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association or such other forum as the Owner and Architect may mutually agree, in accordance with the administrative rules of the mediation services in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint but, in such event, mediation shall proceed in advance of litigation, which shall be stayed pending mediation for a period of (sixty) 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

[« X »] Litigation in a court of competent jurisdiction

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make undisputed payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement, but only if the Owner fails to cure within thirty (30) days' notice of such nonperformance. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. The Owner shall promptly pay the Architect all undisputed sums due prior to suspension and any expenses incurred in the interruption of the Architect's services. Upon resumption of the Architect's services, the Architect's fees for the remaining services and the time schedules shall be equitably adjusted, provided the Owner receives documentation reasonably substantiating the need to adjust the fees and schedules.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted, provided the Owner receives documentation reasonably substantiating the need to adjust the fees and schedules.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than fourteen days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.6 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

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ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Illinois, excluding its choice of law rules. Venue for any and all actions to enforce this Agreement shall be the 19th Judicial Circuit Court of Lake County, Illinois.

§ 10.2 Terms in this Agreement, if not defined herein shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction regardless of whether the A201-2017 General Conditions of the Contract for Construction is used as part of the Contract between the Owner and Contractor on this Project.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment including prompt payment of all outstanding invoices.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials upon the prior written approval of the Owner. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives non-public information specifically designated on its face as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose

it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or

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unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 Non-exclusivity. Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Architect. This Agreement shall not restrict the Village from acquiring similar, equal or like goods and/or services from other entities or sources.

§ 10.11 No Liability of Public Officials. No official, employee or agent of the Owner will be charged personally by the Architect, or by any assignee, with any liability or expenses of defense or be personally liable to them under any term or provision of this Agreement, or because of the Owner's execution or attempted execution, or because of any breach hereof.

§ 10.12 Change In Status. The Architect shall notify the Owner immediately of any change in its status resulting from any of the following: (a) Architect is acquired by another party; (b) Architect becomes insolvent; (c) Architect, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Architect ceases to conduct its operations in normal course of business. The Owner shall have the option to terminate its contract with the Architect immediately on written notice based on any such change in status.

§ 10.13 Architect's Consultants. The Architect may sublet portions of the services to consultants with the Owner's consent. The Architect's consultants shall conform, in all respects, to the applicable provisions specified herein for the Architect as it may apply to such consultants' scope of services, except as otherwise provided herein . The Architect shall not employ any consultants, either initially or as a substitute, against whom the Owner has a reasonable objection. The consultants identified in Article 1.1.11 are acceptable to the Owner and written consent pursuant to this Section is given by the Owner. Consultants of the Architect shall be under the direction, authority and responsibility of the Architect. The Architect will remain responsible for its consultants in the same way it is responsible if it performed the services itself.

§ 10.14 The Architect shall be responsible to the Owner for any and all negligent acts and omissions of the Architect's consultants performing or furnishing any of the services directly or indirectly on behalf of the Architect.

§ 10.15 Illinois Freedom of Information Act. The Architect agrees to furnish documentation related to this Contract and any documentation related to the Owner required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request not already in the possession of the Owner upon five (5) days written notice of the specific documents sought by the Owner.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services (note that cost estimating and commissioning are not included in the Basic Services), described under Article 3, the Owner shall compensate the Architect as follows:

Phase	Fee $	Reimbursable $ (Allowance)	Detailed Cost Estimating (Optional Item)	Commissioning* (Optional Item)
Programming / Concept Design / Schematic Design (Lump Sum)	$366,860.00	$4,500.00	$15,000.00	-
Design Development (Allowance Fee)	$431,600.00	$5,000.00	$60,000.00	-
Construction				

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Documents (Allowance Fee)	$647,400.00	$4,000.00	$40,000.00	$16,400.00
Bidding (Allowance Fee)	$107,900.00	-	-	-
Construction Administration (Allowance Fee)	$604,240.00	$1,500.00	-	$131,100.00
TOTAL	**$2,158,000.00**	**$15,000.00**	**$115,000.00**	**$147,500.00**

Notes:

.1 *Commissioning and detailed cost estimating by a cost consultant may be provided by the Architect upon issuance of a Supplemental Service Authorization signed by both parties describing the services for the fees set forth above. Commissioning allowances include 2021 IECC Code Required Cx for MEP and Building Envelope.

.2 Allowance fees may be adjusted once the Project scope has been confirmed.

Commissioning Allowances for additional commissioning services if authorized in writing by the Owner as a Supplemental Service;

The following are additional Commissioning Supplemental Services that are not code required but are recommended.

.1	Generator and Automatic Transfer Switch Commissioning	$10,600.00
.2	Uninterruptible Power Supply Commissioning	_____

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« For commissioning and detailed cost estimating if authorized by the Owner as a Supplemental Services, the fee shall be as set forth above. For other Supplemental Services, as set forth in the Supplemental Services Authorization signed by both parties, the fee shall be as provided in said Authorization.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

« As set forth in the Additional Services Authorization as a lump sum or at hourly rates set forth below. »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « ten » percent («10»%).

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted periodically in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« » See Exhibit A - Hourly Rates Schedule

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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Expense of postage and/or delivery.

.2 Travel and living expenses in connection with Architect's out-of-town travel (if required) as authorized by the Owner.

.3 Expense of printing for presentations and Contract Documents for permit submittal.

.4 Expenses of any consultants are not included in our proposal with the Owner's prior approval.

.5 Any fees paid by Architect to authorities having jurisdiction over the project with Owner's prior approval.

.6 Expense of Contract Document printing for bidding and construction purposes.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus « ten » percent («10» %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the Owner requires types and limits of coverage beyond that set forth in Section 2.5, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of «zero» ($ «0») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable within 30 days after presentation of the Architect's invoice. Amounts unpaid shall bear interest in accordance with the Illinois Local Government Prompt Payment Act.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be provided to the Owner at Owner's request; provided that each invoices that requests payment for such expenses must itemize the costs.

§ 11.10.2.4 Upon receipt of payments from the Village, the Architect shall promptly pay each Consultant's amounts due and owing to said consultants reflected in the Architect's invoice on account of its consultant's services. The Architect shall require in any contract with consultants that each consultant make payments to their subconsultants in similar manner.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Any claims arising out of this Agreement shall be brought against the contracting parties and not against any individual director, officer or employee of a party.

§ 12.2 All legal notices provided for in this Agreement and copies of all correspondence shall be transmitted to the Owner and the Architect in writing by registered mail or personal delivery at the following addresses with a copy by email to the individuals below:

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User Notes: (2020814682)

Architect	Owner
Andrew J Jasek	Kelly Amidei, Village Administrator
FGM Architects Inc.	Village of Libertyville
1 Westbrook Corporate Center, Suite 1000	118 W. Cook Avenue
Westchester, Illinois 60523	Libertyville, IL 60048 »
AndyJasek@fgmarchitects.com	kamidei@libertyville.com

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

« X» Exhibits incorporated into this Agreement:

« Exhibit A Hourly Rate Schedule

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

«None »

This Agreement entered into as of the day and year first written above.

Village of Libertyville

By Owner's duly authorized representative
(Signature)
« »« »
(Printed name and title)

FGM Architects Inc.

By Architect's duly authorized representative
(Signature)
« »« »
(Printed name, title, and license number, if required)

ARCHITECT *(Signature)*

« »« »
(Printed name, title, and license number, if required)

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User Notes: (2020814682)

FGMARCHITECTS

Proposal for

Architectural Services

for

Village of Libertyville
Architectural Services for a New Police Station
Libertyville, Illinois

Submitted to:

Village of Libertyville
C/O
CCS International, Inc.
1815 S. Meyers Road, Suite 1070
Oakbrook Terrace, IL 60181

By:

FGM ARCHITECTS INC.
1211 West 22nd Street, Suite 700
Oak Brook, IL 60523

January 30, 2025

1.0 SCOPE OF PROJECT

The Village of Libertyville (VOL) has requested a proposal from FGM Architects (FGMA or Architect) based on the Request for Proposal (RFP) issued on January 24, 2025, for Architectural Services for a New Police Station to replace the existing station located at 200 E Cook Avenue, Libertyville, Illinois. The following is the initial project information that the fee proposal is based upon:

1.0.1 The existing Police Station is planned for demolition.

1.0.2 Project budget is anticipated to be $25 – 30 Million.

1.0.3 The VOL currently anticipates needing a +/- 35,000 SF building based on a previous Space Needs Analysis. The project scope includes the following:

.1 Indoor Parking for 30 police vehicles.

.2 A modern firing range sized to allow for tactical training.

.3 Additional capacity for modest future growth of sworn and civilian staff.

.4 An Emergency Operations Center (EOC) / Multi-Purpose Room.

.5 A Defensive Tactics Training Room.

.6 Social Services Rooms / Offices.

1.0.4 The building is assumed to include at least one above-ground level and a basement.

1.0.5 The VOL would like an expedited design schedule. In FGMA's proposal, we outlined a schedule of approximately 8 months to the completion of Construction / Bidding Documents.

1.0.6 The Construction Delivery Method is stated in the RFP to be a traditional design, bid, and build model (General Contractor). FGMA recommends pre-qualification of General Contractors when utilizing this method.

2.0 SCOPE OF ARCHITECTS SERVICES

2.1 Scope of Architects Services

Initially, FGMA shall provide a lump sum fee for professional Architectural services as identified in the RFP for Concept Design services identified below.

2.1.1 Project Kick-Off / Program Verification / Concept / Schematic Design Phase – Anticipated Duration 14 Weeks

.1 Conduct a Project Kick Off Meeting to confirm the goals and objectives for the project.

.2 Review the design process with the Village.

.3 Identify Village project approval requirements.

.4 Preparation of detailed project schedule with key milestone dates will be developed after the Project Kick Off Meeting.

.5 Utilizing the Space Needs Program from the previously completed Space Needs Analysis as a starting point, verify the space needs requirements for the New Police Station. We have included a series of meeting with Police Department staff to discuss and confirm the program.

.6 FGMA will review applicable codes from the Authorities Having Jurisdiction (AHJ's) for the project.

.7 Schematic Design Phase Services. This will include development of schematic site design, plans, building elevations, and engineering narratives for civil, structural, mechanical, electrical, plumbing, and fire protection systems, electronic security, audio visual systems, and interior finishes.

.8 Sustainability initiatives will be explored and identified in this phase of work.

.9 FGMA, as an optional service, will prepare a Schematic Design cost estimate at the end of the phase.

.10 FGMA will assist the VOL in their Community Engagement Process, by offering advice, attending meetings, and developing presentation plans.

.11 FGMA has included (8) in person design meetings, meetings with the VOL Board and Committees in this phase. There may be additional virtual meetings as required. We believe establishing a regular meeting schedule will move the project forward at an enthusiastic pace.

.11 Upon completion of the Schematic Design Phase, FGMA will seek Owner's approval to proceed into the Design Development Phase. If revisions are required to the Schematic Design Documents to comply with the project's requirements or budget, the revisions will be incorporated into the Design Development Phase.

2.1.2 Design Development Phase – Anticipated Duration 10 Weeks

This phase of work will complete the Design Phase of work.

.1 Upon approval by the Owner of the Schematic Design, FGMA shall proceed into the Design Development Phase. This will include Design Development architectural site design, plans, building elevations, and details, landscape architecture design (for restoration work), preliminary engineering designs for civil, mechanical, electrical, plumbing, fire protection, security, and audio visual systems, and outline specifications. At the end of this phase, the drawings and other documents will fix and describe the size and character of the scope of work.

.2 Provide two – three exterior renderings and three - four detailed renderings of major interior spaces.

.3 Design Development work will also include coordination with the VOL's IT staff for low voltage voice / data infrastructure, electronic security, and audio-visual system requirements.

.4 Interior finish materials and colors will be identified.

.5 Building wayfinding signage and graphics are included as part of the design work.

.6 FGMA will provide space planning, general office furniture locations and coordinate utility requirements, including low voltage cabling and power.

.7 As an optional service, FGMA will develop a Design Development cost estimate at the end of the phase.

.8 FGMA has included up to (6) in person design meetings, meetings with the VOL Board and Committees in this phase in this phase. There may be additional virtual meetings as required. This phase of work is critical to the success of the project, so we want to keep meeting on a regular basis.

.9 Upon completion of the Design Development Phase, FGMA will seek the Owner's approval to proceed into the Design Development Phase. If minor revisions are required to the Design Development Documents to comply with the project's requirements or budget, the revisions will be incorporated into the Construction Document Phase.

2.1.3 Construction Document Phase – Anticipated Duration 8 Weeks

.1 Upon approval by the Owner of the Design Development Phase, FGMA shall prepare complete Construction Documents for the Project. The Construction Documents shall consist of complete Contract Drawings, Specifications, and other necessary documents as required to secure a building permit for the Project and proceed with the Bidding and Negotiation Phase for the Project. We have assumed the project will be bid in two phases, a demolition phase, and a new construction phase.

.2 Contract Documents prepared by FGMA shall include Civil, Landscape Architecture, Architecture, Interior Design, Structural, Mechanical, Electrical, Plumbing, Fire Protection, Electronic Security, and Audio Visual design services.

.3 Continue to coordinate work with the Village's IT Department for low voltage voice/data infrastructure, electronic security, and audio-visual requirements.

.4 For this project, there will be building code required Building Commissioning (Cx) required. We have provided an alternate fee allowance for this service is the Village would like FGMA to provide this service. In either case, FGMA will assist in the coordination of the commissioning agent as required.

.5 As an additional service, FGMA will develop a Construction Document cost estimate during this phase at 75% complete Construction Documents.

.6 FGMA shall assist the Owner in filing the required documents for approval of municipal authorities having jurisdiction over the project.

.7 FGMA shall provide furniture and furnishings design as part of the project. This work is typically completed during the construction phase of the project. When providing furniture design and procurement services, FGMA typically specifies items available of State Purchase Contracts or similar for the best available

pricing.

.8 FGMA shall attend Contractor Prequalification Interviews as requested. We have anticipated that CCS will lead this process.

.9 FGMA has included up to (5) in person design meetings, meetings with the VOL Board and Committees in this phase in this phase. There may be additional virtual meetings as required.

.10 Upon completion of the Construction Document Phase, FGMA will review the Construction Documents with the Owner and seek approval to proceed into the Bidding and Negotiation Phase.

2.1.4 Bidding and Negotiation Phase – Anticipated Duration 5 Weeks

.1 FGMA shall assist CCS and the Village of Libertyville in the bidding process as required. FGMA will provide bidding documents to a third-party reprographics company to distribute the documents or as directed by CCS and the VOL.

.2 FGMA will attend a Pre-Bid meeting.

.3 FGMA shall respond to questions and provide clarifications to bidders, and issue Addenda as required to CCS and the VOL for issuance to bidders.

.4 Assist CCS and VOL in Bid and scope evaluation. Meet with low bidders as required to review bids as requested.

.5 Incorporate all Addenda and adjustments to the contract documents to create an "Issue for Construction" set.

.6 FGMA has included up to (2) in person meetings with the VOL Board and Committees in this phase in this phase.

2.1.5 Contract Administration Services – Anticipate Duration 22 Months

.1 FGMA shall advise and consult with the CCS and the VOL during the Construction Phase Services. The Architect shall have the authority to act on behalf of the Owner only to the extent provided in the contractual agreement. Our role during the construction phase is to review submittals, respond to requests for information (RFIs), monitor the construction progress at regular intervals to protect the interests of the Owner.

.2 The Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates four (4) months after issuance of the Certificate of Substantial Completion or the date the Architect issues the final Certificate of Payment, whichever is less.

.3 FGMA shall assist with the administration of construction contracts including shop drawing and other submittal review as required, and review of payment applications.

.4 Attend an average of one On-Site Observation visit once a week to monitor Construction Phase activities for general conformance with Construction

Documents. We have included a total of (90) meetings in our proposal which averages out to one OAC meeting every other week.

.5 Assist the General Contractor to coordinate the work of the building commissioning agent as required.

.6 Participate in pre-construction and pre-installation meetings as required.

.7 Assist the General Contractor and Owner during initial start-up, testing, adjustment, balancing and commissioning of the building systems.

.8 With the CCS, the VOL, and the General Contractor, prepare Punch-List and related follow-up of same. We have included one (1) meeting for preparation of punch-list and two (2) punch-list follow up meetings.

.9 Prepare Certificate of Substantial Completion.

.10 FGMA shall provide the Owner with a set of record documents including the final set of construction documents and specifications incorporating field sketches and notes issued to the General Contractor during the construction phase. FGMA will provide electronic copies in pdf format.

.11 Upon final completion, FGMA shall receive from the General Contractor the Owner Operations and Maintenance Manuals, Warrantees, and "As-Built" Documentation and forward to the Owner.

.12 When the work is complete in accordance with the Contract Documents, FGMA will issue a final certificate of payment.

.13 Assist CCS and the VOL for warranty issues during the warranty period as required.

.14 Conduct a 10 month walk-thru with CCS, the VOL, and the General Contractor to review building for warranty items.

3.0 ARCHITECT'S COMPENSATION

3.1.1 The Owner shall compensate FGM Architects for professional Architectural for Concept Design Phase, which includes the Project Kick-Off / Program Verification / Concept / Schematic Design Phase as follows:

Item	Fee $	Reimbursable $ (Allowance)	Cost Estimating $ (Optional Item)	Commissioning* (Optional Item)
Programming / Concept Design / SD (Lump Sum)	$366,860.00	$4,500.00	$15,000.00	-
Design Development (Allowance Fee)	$431,600.00	$5,000.00	$60,000.00	-
Construction Documents (Allowance Fee)	$647,400.00	$4,000.00	$40,000.00	$16,400.00

Bidding (Allowance Fee)	$107,900.00	-	-	-
Item	**Fee $**	**Reimbursable $ (Allowance)**	**Cost Estimating $ (Optional Item)**	**Commissioning (Optional Item)**
Construction Administration (Allowance Fee)	$604,240.00	$1,500.00	-	$131,100.00
TOTAL	**$2,158,000.00**	**$15,000.00**	**$115,000.00**	**$147,500.00**

Notes:

.1 *Commissioning allowances include 2021 IECC Code Required Cx for MEP and Building Envelope.

.2 Allowance Fees may be adjusted once the project scope has been confirmed.

3.1.2 Commissioning Allowances for Additional Optional Services

The following are additional Commissioning Services that are not code required but are recommended.

.1 Generator and Automatic Transfer Switch Commissioning $10,600.00

.2 Uninterruptible Power Supply Commissioning $$8,000.00

3.1.3 FGMA's fees are based off our understanding of the project. If FGMA has misunderstood the requested services, of if the Village would like a different scope of services, we are very open to negotiating our fee.

4.0 PROVISION OF SERVICES

4.0.1 FGMA has included in our fee the services of the following consultants:

.1 Ericksson Engineering, Civil Engineering

.2 Ericksson Engineering, Landscape Architecture (restoration work)

.3 McCluskey Engineering, Structural Engineering

.4 Consolidated Consulting Engineers, Mechanical, Electrical, Plumbing, Fire Protection Engineering

.5 Consolidated Consulting Engineers, Low Voltage Voice / Data Infrastructure

.6 Correct Electronics, Electronic Security Consulting (Door Access Controls and CCTV)

.7 Sonus AV, Audio Visual Consulting

.8 Prasino Engineering, Commissioning Agent (Cx) – Optional Service

4.0.2 FGMA will provide services in-house:

.1 Architecture

.2 Interior Design

.3 Physical Security Consulting

.4 Sustainability Consulting (Certifications such as LEED will be an alternate service)

.5 Furniture Design

4.0.3 Services to be provided by Owner:

.1 Environmental Consulting Services

.2 Geotechnical Services (soil testing)

.3 Topographic Surveying

.4 Construction Material Testing

.5 Commissioning (Cx) (unless alternate is accepted)

Survey, geotechnical explorations, material testing, environmental engineering, hazardous waste engineering, regional stormwater analysis, hydrology studies, and traffic engineering services are not included in our proposal.

5.0 GENERAL TERMS

5.0.1 Reimbursable Expenses are not included in our Fee are defined in Paragraph 5.0.2 below. For the meetings identified, we have included travel costs within our fee.

For any additional travel expenses, local travel (travel less than 100 miles), phone, fax, and printing of review sets for design coordination will not be charged as a Reimbursable Expense.

5.0.2 For any additional services, FGMA shall be reimbursed for additional expenses in connection with the Project, invoiced to the Owner at One Hundred Ten Percent (1.10) times Architect's actual direct cost of same, for the below items. Refer to Paragraph 3.1.1 for recommended Reimbursable Allowances which FGMA shall not exceed without prior written approval of the client. Reimbursable Allowance includes costs for items 5.0.2.1 and 5.0.2.3 below.

.1 Expense of postage and/or delivery.

.2 Travel and living expenses in connection with Architect's out-of-town travel (if required) as authorized by the Owner.

.3 Expense of printing for presentations and Contract Documents for permit submittal.

.4 Expenses of any consultants are not included in our proposal with the Owner's prior approval.

.5 Any fees paid by FGMA to authorities having jurisdiction over the project with Owner's prior approval.

.6 Expense of Contract Document printing for bidding and construction purposes.

5.0.3 If any additional specialty consultants are required, FGMA shall be reimbursed for consultant expenses in connection with the Project, invoiced to the Owner at One Hundred Ten Percent (1.10) times Architect's actual direct cost of same.

5.0.4 The terms of this Proposal are based upon services commencing within 90 days and services being completed within 40 months.

5.0.5 Non-payment of invoices shall constitute grounds for discontinuing service.

6.0 Form of Agreement

Upon review and approval of this proposal, FGMA and the Village of Libertyville shall enter into a Contract using a mutually agreeable contract form for the services outlined in this proposal.-

If you have any questions about this proposal, please feel free to contact us.

We appreciate this opportunity to be of service to the Village of Libertyville and Libertyville Police Department for this project.

Sincerely,

FGM ARCHITECTS INC.

Raymond K. Lee, AIA | Executive Vice President
raylee@fgmarchitects.com

Mike Elliott, AIA, | Vice President
mikeelliott@fgmarchitects.com

HOURLY RATE SCHEDULE

Effective December 1, 2024*

Where the fee arrangements are to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Current rates are as follows:

FGM Architects

Arch V (Raymond Lee)	$320.00
Arch IV (Mike Elliott, Louise Gruener)	$270.00
Arch III (Maggie Krieger)	$230.00
Arch II	$190.00
Arch I	$150.00
Interior Designer IV (Raegan Porter)	$260.00
Interior Designer III	$210.00
Interior Designer II	$170.00
Interior Designer I	$140.00
Intern	$85.00
Project Administrator	$140.00

Eriksson Engineering Associates, Ltd. (Civil and Landscape Architecture)

Senior Principal	$240.00
Principal	$220.00
Senior Project Manager	$215.00
Project Manager	$200.00
Director of Landscape Architecture	$200.00
Director of Traffic Engineering	$200.00
Senior Project Engineer	$190.00 - $200.00
Project Engineer	$180.00 - $190.00
Senior Design Engineer	$170.00 - $180.00
Senior Landscape Architect	$170.00 - $180.00
Design Engineer	$155.00 - $170.00
Landscape Architect	$150.00 - $165.00
Technician	$145.00
Administrative	$100.00 - $115.00

McCluskey Engineering Corporation (Structural Engineering)

Principal Engineer	$199.00
Associate Principal	$181.00
Senior Engineer	$170.00
Engineer	$142.00
Junior Engineer	$124.00
Drafting Supervisor	$133.00
Draftsperson	$112.00
Clerical	$75.00

Consolidated Consulting Engineers (MEPFP Engineering)

Principal/Associate Engineer	$180.00
Design Engineer	$160.00
Drafting	$115.00
Clerical	$90.00

Correct Electronics (Security Consulting)

Security Consultant	$140.00

Sonus AV (Audio Visual Consulting)

Audio Visual Consultant	$150.00

Prasino Engineering (Commissioning Agent)

Principal	$210.00
Project Manager	$200.00
Professional Engineer	$195.00
Commissioning Agent	$195.00

*Hourly rates are subject to adjustment on November 1 each year.

March 3, 2025

Kelly Amidei
Village Administrator
Village of Libertyville
118 W Cook Avenue
Libertyville, IL 60048

Via Electronic Submission: kamidei@libertyville.com

Subject: Recommendation of Qualified Architect - New Police Station

Dear Kelly,

The search for an architectural design firm began on November 25th with a Request for Qualifications being issued. The RFQ asked for firm qualifications, police station experience, key personnel and design approach. There were 34 enquiries received, and the Village received 9 qualification responses to the RFQ. All nine companies were interviewed on Jan 15th-17th by Police Dept., Village and CCS.

Following these interviews, 5 firms were shortlisted to be interviewed in person by the Fire and Police Committee. The five firms that were invited to the in-person interview included FGMA, Cordogan Clark, Studio GC, Hezner, and Williams. Based on their experience designing Police Stations and staff expertise, the selection team recommended that FGMA be invited to submit a proposal for design services.

FGMA has extensive experience designing police stations including in St. Charles, Mount Prospect, Skokie and Broadview. The project manager, Mike Elliott's team consists of a project designer, interior designer as well as a team of consultants with specialties in various building components. In their qualifications submittal as well as during their interview, FGMA demonstrated that they are subject matter experts in police station design.

FGMA was sent (1/24/25) Request for Proposal that CCS developed with the following project assumptions:

- The existing police station is planned for demolition.
- The proposed police station will be located on the existing site.
- The building is assumed to include at least one above ground level and a basement
- The village anticipates building +/- 35,000 SF building (this is preliminary and subject to change based on continued review and discussion)
- Scope to include:
    - Indoor parking for 30 police vehicles

1815 South Meyers Road
Suite 1070
Oakbrook Terrace, IL 60181
630.678.0808
www.CCSdifference.com

- Modern firing range sized to allow for tactical training
- Additional capacity for future growth of sworn and civilian staff
- EOC / multi-purpose room seating capacity options
- Social Services rooms / offices
- Initial stage of design includes definition of project goals / program verification /program development.
- Initial stage of programming / concept / schematic design was requested as a lump sum.
- Following stages of design were requested as allowances because the effort will depend on the scope of work defined in the initial phase.

A proposal was received from FGMA on 1/30/25. This proposal outlined their scope of work including an 8 month design period that indicated the anticipated duration of each design phase. Listed below is the fee proposal from FGMA.

Phase	FGM Architect Fees
Programming / Concept /Schematic Design	$366,860 Lump Sum
Design Development	$431,600 Allowance
Construction Documents	$647,400 Allowance
Procurement Services	$107,900 Allowance
Construction Services	$604,240 Allowance
TOTAL	$2,158,000

Also, there are additional allowances to be considered for reimbursable costs ($15,000), commissioning ($147,500) and an optional item for estimating ($115,000)

The contract amount has a lump sum for the programming / concept/ schematic design phase. This phase will define the scope of the building and then the "allowances" for the other design phases will be transformed into the appropriate lump sums.

In view of all the above, CCS Recommends FGMA to be the architect contracted for the design services of the new police station.

Sincerely,

Graham Harwood
Principal
CCS INTERNATIONAL, INC.

1815 South Meyers Road
Suite 1070
Oakbrook Terrace, IL 60181
630.678.0808
www.CCSdifference.com

Agenda Item No. 5A

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 8, 2025

Agenda Item: Consideration of an Amendment to the Planned Development Final Plan – Flex, Ltd., Applicant
1601 Harris Road

Staff Recommendation: Approve Amendment to the Planned Development Final Plan

Staff Contact: Heather J. Rowe, Director of Community Development

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Background: The petitioner, Flex, Ltd., is requesting an Amendment to the Planned Development Final Plan to make modifications to an existing building and related site improvements for their tenant space at 1601 Harris Road.

The change to the site plan for a property located within a Planned Development requires the requested Amendment to the Planned Development Final Plan. Two deviations from the zoning code have been requested. While the applicant is requesting a reduction in the minimum required number of parking spaces, they have demonstrated that the parking areas added on the west side of the building through restriping will be sufficient for their operations and will not impact their co-tenant. Additionally, the applicant is requesting a waiver of requirements to screen newly added rooftop mechanical units. Plans submitted show these units will not be visible from adjacent grades. This request is consistent with the original Plan Development approvals which authorized a rooftop screening deviation at time of development.

The Appearance Review Commission heard the request at their January 20, 2025 meeting, and recommended Village Board approval, subject to comments related to the screening of cooling towers and rooftop screening. The applicant has submitted additional information on these improvements, and Staff has reviewed the details, and believe it to satisfy the ARC concerns.

Staff recommends that the Village Board approve the request for an Amendment to the Planned Development Final Plan.

If the Board approves the Amendment to the Planned Development, they will consider an ordinance by separate action.

Attachments:
1. Development Review Committee Report
2. ARC Minutes

CASE NO.: VB 25-02 Amendment to the Planned Development Final Plan

DATE FILED: January 10, 2025

REQUESTED ACTION:

VB 25-02 Request is for an Amendment to the Planned Development Final Plan in order to make modifications to an existing building and related site improvements for property located in the O-2 Office, Manufacturing and Distribution Park District at 1601 Harris Road.

APPLICANT INFORMATION:

Applicant:	David Nicoley, Flex Ltd
Applicant Agent:	Alex Bieschke, Epstein
Owner:	USCLP IL Harris, LLC
Address:	1601 Harris Road

SITE INFORMATION:

Location:	1601 Harris Road
Current Zoning:	O-2 Office, Manufacturing and Distribution Park District
Size:	Parcel is approximately 34 acres. The tenant space is approximately 335,000 square feet in floor area.
Surrounding Zoning:	
North:	O-2 Office, Manufacturing and Distribution Park District Village of Grayslake
South:	O-2 Office, Manufacturing and Distribution Park District
East:	O-2 Office, Manufacturing and Distribution Park District
West:	Village of Grayslake
Land Use Plan:	Industrial/Research and Development (IRD)
Physical Characteristics:	The site is currently developed with a 574,218 square foot warehouse industrial single-story building with associated parking areas.

STAFF ANALYSIS:

Background:

The applicant, Flex Ltd, is requesting approval for an Amendment to the Planned Development Final Plan in order to make modifications to an existing building and related site improvements and to occupy a tenant space approximately 335,000 square feet in floor area for property located in the O-2 Office, Manufacturing and Distribution Park District at 1601 Harris Road. The subject

building has a second tenant space approximately 261,000 square feet in floor area addressed as 1501 Harris Road and currently occupied by Homewerks Worldwide LLC.

The applicant, Flex Ltd, will operate as a medical device manufacturer. The interior tenant build out will include the installation of injection molding machines, assemble cells, ASRS storage system, coil winding systems, as well as office, employee and support spaces within. The Zoning Code considers the Flex occupancy a Permitted Use in the O-2 Office, Manufacturing and Distribution Park District.

Site changes that the applicant is proposing include restriping a portion of the existing truck trailer parking located behind the building on the west side into passenger vehicle parking in order to accommodate the anticipated number of employees.

The existing monument sign on the property will be updated to display the Flex logo using the upper half of the sign area allowing the balance of the sign face to accommodate the Homewerks Worldwide LLC. Additionally, Flex is seeking approval for two wall signs and to reface the existing monument sign with the Flex branding. The location and size of the proposed wall signs complies with the Liberty Point Commerce Center Sign Criteria and Regulations.

There are ten (10) existing roof top mechanical units that are to remain. The applicant is proposing to install an additional 45 roof top mechanical units reduced in size measuring approximately six (6) feet in height, 2.5 feet in width and 5.75 feet in length. The preponderance of the new R.T.U.'s are recessed away from the roof edge as illustrated on the applicant's application plan sheet Z-141 dated revised March 10, 2025. The new units are part of a Variable Refrigerant Flow (VRF) system, designed to provide heating and cooling to multiple interior zones simultaneously. The applicant states that they operate at low noise levels, making them suitable for sensitive environments and improving occupant comfort. The finish of the new units are to be light gray/beige, consistent with the color combination of the building façade.

Additional facility modifications include the installation of nine (9) material handling silos next to the east side of the building in the existing loading dock and installation of new roof mounted air handling equipment. Eight (8) existing truck dock overhead doors on the west elevation of the building and seven (7) existing truck dock overhead doors on the east elevation of the building shall be converted to a louver system in order to enhance the interior ventilation of the tenant space. The applicants' plans indicate that the silos shall not exceed a height of 40 feet.

Parking:

The minimum required number of parking spaces for the existing tenant located in the 1501 Harris Rd. space, The Homewerks Worldwide LLC is 94 parking spaces. There are currently 70 parking spaces on the south end of the parcel in front of the Homewerks tenant space. Homewerks has indicated that the daytime shift operates with not more than 50 employees. Parking for the Homewerks facility is more than adequate.

The Zoning Code would require 587 parking spaces for the Flex tenant due to their office/warehousing/manufacturing operations and size of floor area. Flex has indicated that it operates with two (2) shifts each with 140 employees. Flex is proposing to modify the parking lot on the west side of the building towards the north end of the parcel by restriping the truck trailer

parking into passenger vehicle parking to create an additional 118 parking spaces to be added to an existing 199 parking spaces located on the east side of the building in front of the future Flex tenant space. This will result in a total of 317 parking spaces. Parking for the Flex facility will be more than adequate to meet their employment needs.
The combined number of employees for both Homewerks and Flex will be approximately 190 at peak shift operating hours. The Homewerks/Flex combined number of parking spaces once Flex modifies their end of the parking lot will be 387. Parking will be sufficient for both Flex and Homewerks.

Zoning Code Deviations:

1. Parking Requirement: The applicant is seeking a deviation from Zoning Code Section 26-10-1.2(a) to reduce the minimum required number of parking spaces from 681 to 387. Staff supports this deviation as the applicant has demonstrated that the proposed parking accommodation is more than sufficient.

2. Roof Top Mechanical Unit Screening Requirement: The applicant is seeking a deviation from Zoning Code Section 26-13-8.1 to waive the requirement to screen 45 new roof top mechanical units, each measuring approximately six (6) feet in height, 2.5 feet in width and 5.75 feet in length. Staff supports this deviation as the applicant has demonstrated on application plan sheet that the proposed new roof top mechanical units will be installed in at a location on the roof that will not be visible from the adjacent grade surrounding the building as demonstrated on Sheet Z-141 dated revised March 10, 2025 by Epstein architects.

APPEARANCE REVIEW COMMISSION:

The applicant, Flex, appeared before the Appearance Review Commission at their January 20, 2025 meeting. The ARC supported the proposal. See attached ARC meeting minutes.

FIRE DEPARTMENT COMMENTS:

1. At the time of construction permit application, the Fire Department will review construction documents for Building and Fire Code requirements.

STAFF RECOMMENDATION -- PRIOR TO VILLAGE BOARD MEETING:

Regarding **VB 25-02**, Staff recommends **APPROVAL** for an Amendment to the Planned Development Final Plan in order to make modifications to an existing building and related site improvements for property located in the O-2 Office, Manufacturing and Distribution Park District at 1601 Harris Road.

ARC 25-02 Epstein, Authorized Agent for *USCLP IL Harris, LLC, Owner*
Flex, Tenant
1601 Harris Road

Request is for new silos, signage, screening, and parking.

Mr. Alex Bieschke and Ms. Alba Colavitti from Epstein presented the proposal for silos, signage, screening & parking at 1601 Harris Road. Ms. Alba gave a brief description of the Tenant, Flex and their corporation. Ms. Colavitti explained that they are requesting for various deviations through the existing Planned Unit Development due to the scale of the subject building as well as the scale of the project. She proposed two large wall signs on the northeast corner of the subject property and a refacing of the existing monument sign for the tenant signage.

Ms. Colavitti proposed replacing the existing roof top units and moving them inwards to prevent visibility from public view while continuing to not screen the rooftop units as approved in the original PUD plans. She explained that the RTU's are in need of replacement but will not be seen from public view.

Ms. Colavitti described the proposal of nine silos up to a height of 36ft on the east elevation. Furthermore, she depicted the location of a generator, cooling towers and an air compressor building. The architects have plans to screen the generator with a tall opaque fence and plans to put a 10ft fence around the cooling towers not sufficient to screen the entire equipment. Ms. Colavitti explained that it is not structurally feasible to place the cooling towers on the roof. She clarified that the proposed air compressor building is premanufactured and will be approximately 12ft tall.

Ms. Colavitti gave context to the commissioners about the proposed parking plans and parking deviations due to a zoning requirement necessitating an excessive amount of parking. Mr. Bieschke explained that this is due to a proposed change in use, however, Flex will have significantly less employees than what the Zoning Code requires of them.

Commissioner Kollman inquired with Mr. Richardson about the process of acquiring these deviations and if the Commission is allowed to make comments on the proposed deviations.

Mr. Richardson explained that he provided the requested deviations of the applicant in the ARC report to give context for the Commission. The zoning issues are related to the existing Planned Unit Development final plans and the amendment/deviations will be up for evaluation by the Village Board of Trustees.

Commissioner Kollman asked the applicant the proposed material of the silos.

Ms. Colavitti stated that the silos will be made of aluminum.

Chair Burger asked for assurance that the silos will have a maximum height of 36 feet.

Ms. Colavitti confirmed.

Chair Burger brought forward a staff comment regarding the height and material of the proposed guard rails around the silos.

Ms. Colavitti stated that the guard rails will be approximately 36 inches tall and painted yellow.

Chair Burger asked Mr. Richardson asked if the deviation from screening the rooftop units is a new avenue in the Zoning Code.

Mr. Richardson explained that the 1601 Harris Road was originally approved as a PUD omitting rooftop mechanical equipment screening as a deviation. He asked for confirmation that the applicant plans to replace the rooftop unit and move the location.

Ms. Colavitti confirmed that the plans include moving the rooftop units inward.

Mr. Richardson clarified that the Zoning Code currently allows the replacement of rooftop mechanical equipment provided that the replacement is painted to match the principal color of the building. However, in this case, since the units are being moved inwards, compliance is not met since the units are not replaced in the same position and therefore requires a deviation.

Commissioner Kollman asked if he could see the location of the proposed locations for the rooftop units.

Ms. Colavitti explained the proposed location of the rooftop units, however there was not a proper existing rooftop plan provided.

Commissioner Kollman stated that it would be helpful moving forward that an existing roof plan depicting the existing location of the rooftop units would be beneficial to note the changes.

Commissioner Kollman questioned if the proposed rooftop units would match the existing, he also questioned the height of the existing units.

Ms. Colavitti stated that that rooftop units will match existing, however, she does not have the height of the units available at hand. She further stated that she planned to install the rooftop units up to 100ft inward as a personal desire to avoid the visibility of the units from public view.

Chair Burger asked if there were any facade changes such as paintings, windows or doors proposed for the subject building.

Mr. Bieschke confirmed that there will not be any more facade changes but noted that the proposed equipment, silos and parking will block access for several dock/loading doors.

Mr. Richardson brought forward a staff comment regarding the screening of the ground-mounted mechanical equipment. Staff recognizes the proposed cooling towers as ground-mounted mechanical equipment and therefore requires screening to the full extent of the equipment. A deviation will need to be requested if the equipment is not screened.

Commissioner Kollman asked for details about the cooling towers and proposed screening plans.

Chair Burger asked for clarification on the difference between the screening of the silos and the cooling towers.

Mr. Richardson explained that the staff recognizes these structures differently due to their scale and relationship to the principal use.

Commissioner Enochs asked if the cooling towers would be visible from the street.

Ms. Colavitti stated that the cooling towers will likely not be visible.

Commissioner Kollman questioned the pervious surface area plans.

Ms. Colavitti stated that there are no plans to change the amount of pervious area or landscaping.

Commissioner Kollman stated that he has no issue with aesthetics of the proposed project. He believes the signage is in scale and harmony with the size of the building. He believes the silos fit the aesthetic of the subject building. He also stated that he does not believe screening the cooling towers would likely benefit the appearance however a fence is beneficial for security. The work being done with the rooftop units makes the situation better and screening the units would not do much for the appearance. Commissioner Kollman asked for confirmation with Mr. Richardson on the height of silos due to their connection to the building. Mr. Richardson explained that by definition, the silos are recognized as a principal structure and therefore can utilize a separate height requirement.

Chair Burger asked if there was a motion.

Mr. Richardson requested that staff receives an existing roof plan to decipher the plans for the roof-top units as well as a schematic of the guard rails for final review.

Commissioner Kollman made a motion, seconded by Commissioner Enochs, to recommend the Village Board of Trustees approve the application for new silos, signage, parking, and screening at 1601 Harris Road, subject to the following comments: 1) The screening around the proposed cooling towers may be considered optional; and 2) The omission of screening for the rooftop units is appropriate, provided the applicant submits additional information regarding the setback changes and the height of the equipment.

Motion carried 5 - 0

ATTACHMENTS

PLAN SET CAN BE VIEWED AT:

https://www.libertyville.com/DocumentCenter/View/24815/1601-Harris-Road_Combined
https://www.libertyville.com/DocumentCenter/View/24819/ARC-25-02-1601-Harris-Road_Addendum
https://www.libertyville.com/DocumentCenter/View/24861/1601-Harris-Rd-ADDENDUM-31225

Agenda Item No. 5B

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	April 8, 2025
Agenda Item:	Consideration of an Ordinance Approving an Amendment to the Planned Development Final Plan for Liberty Point Commerce Center Planned Development – 1601 Harris Road
Staff Recommendation:	Approve Ordinance
Staff Contact:	Heather J. Rowe, Director of Community Development

---

Background: The attached ordinance would approve an amendment to the Planned Development Final Plan at 1601 Harris Road to allow Flex Ltd. to make modifications to an existing building and related site improvements necessary to facilitate their occupancy of a 335,000-square-foot tenant space within the building for their medical device manufacturing business. The Village Board has scheduled consideration of this request at their April 8, 2025 meeting with the understanding that an ordinance would be drafted for the Village Board to approve at the same meeting provided the amendment received positive recommendation earlier on the agenda.

Staff recommends the Village Board approve the attached ordinance.

Attachments:
1. Ordinance

THIS SPACE FOR RECORDERS USE ONLY

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 25-O-_____

AN ORDINANCE APPROVING AN AMENDMENT TO
THE PLANNED DEVELOPMENT FINAL PLAN
(Flex - 1601 Harris Road)

Adopted by the
President and Board of Trustees
of
the Village of Libertyville
Lake County, Illinois
this _____ day of _____, 2025.

Published in pamphlet form by direction
and authority of the Village of Libertyville
Lake County, Illinois
this _____ day of _____, 2025.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 25-O-__

AN ORDINANCE APPROVING AN AMENDMENT TO
THE PLANNED DEVELOPMENT FINAL PLAN
(Flex - 1601 Harris Road)

WHEREAS, on August 22, 2006, the President and Board of Trustees adopted Ordinance No. 06-O-78, approving a special use permit for the Liberty Point Commerce Center Planned Development (***"Liberty Point Development"***); and

WHEREAS, on August 22, 2006, the President and Board of Trustees adopted Ordinance No. 06-O-79, granting a planned development concept and final plan to allow the construction of an office industrial business park (***"Original Final Plan"***) for the Liberty Point Development; and

WHEREAS, on March 25, 2008, the President and Board of Trustees adopted Ordinances No. 08-O-15 and 08-O-15 approving a special use permit and amending the Original Final Plan to allow a communications antenna as part of the Liberty Point Development; and

WHEREAS, on April 22, 2008, the President and Board of Trustees adopted Ordinance No. 08-O-19, amending the Original Final Plan to incorporate a Unified Sign Criteria for the Liberty Point Development (the Original Final Plan, as amended by Ordinance No. 08-O-16 and Ordinance No. 08-O-19, is the ***"Final Plan"***); and

WHEREAS, the Final Plan authorized the construction of an office industrial business park at 1501 and 1601 Harris Road, Libertyville, Illinois, and legally described in **Exhibit A**, attached to and made a part of this Ordinance (***"Industrial Park Property"***), which Industrial Park Property is part of the Liberty Point Development; and

WHEREAS, USCLP IL Harris, LLC (***"Owner"***) is the current owner of the Industrial Park Property; and

WHEREAS, the Industrial Park Property is located in the O-2 Office, Manufacturing and Distribution Park District of the Village (***"O-2 District"***) and is improved with a 574,218-square-foot warehouse industrial single-story building and associated off-street parking areas; and

WHEREAS, Flex Ltd. (***"Applicant"***) desires to occupy a 335,000-square-foot tenant space within the building on the Industrial Park Property commonly known as 1601 Harris Road (***"Property"***) and desires to operate a medical device manufacturing business on the Property; and

WHEREAS, Applicant intends to restripe a portion of the existing truck trailer parking lot located on the Property to add an additional 118 parking spaces, update the existing monument sign, install two wall signs, install an additional 45 roof top mechanical units as part of a variable refrigerant flow system, install nine material handling silos next to the east side of the building in the existing loading dock, install a new roof-mounted air handling system, and convert eight existing truck dock overhead doors on the west elevation of the building and seven existing overhead doors on the east elevation of the building to a louver system for ventilation (collectively, the ***"Proposed Improvements"***); and

WHEREAS, pursuant to Section 16-13.12 of the Libertyville Zoning Code, as amended (***"Zoning Code"***), amendments to the Final Plan may be approved by the Village Board upon a determination that the amendment is in substantial conformity with the Final Plan; and

WHEREAS, the Applicant, with the consent of the Owner, has filed an application, VB 25-02, with the Village for approval of an amendment to the Final Plan to allow the construction of the Proposed Improvements on the Property (***"Requested Amendment"***) and deviations from certain requirements of the Zoning Code (***"Requested Deviations"***) (collectively, the Requested Amendment and Requested Deviations are the ***"Requested Relief"***); and

WHEREAS, on January 20, 2025, the Appearance Review Commission considered the Requested Amendment and voted to recommend that the Village Board of Trustees approve the

Requested Relief, subject to specified conditions; and

WHEREAS, the Village President and Board of Trustees have determined that, subject to and contingent upon the conditions, restrictions, and provisions of this Ordinance, the Requested Relief complies with the required standards for planned unit developments as set forth in Part E of Article 16 of the Zoning Code and is in substantial conformity with the Final Plan; and

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

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

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

SECTION 2: Approval of Requested Amendment and Amended Final Plan.

A. Approval of Requested Amendment. In accordance with, and pursuant to, Section 16-13.12 of the Zoning Code, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in this Ordinance, including Section 4 of this Ordinance, the President and Board of Trustees of the Village of Libertyville hereby approve the Requested Amendment to the Final Plan for the Liberty Point Development to allow the installation of the Proposed Improvements on the Property.

B. Approval of Amendment. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in this Ordinance, including Section 4 of this Ordinance, the President and Board of Trustees hereby amends the Final Plan for the Approved Planned Development to include the following plans and documents, as may be amended to comply with

the conditions set forth in Section 4 of this Ordinance (collectively, the ***"Amended Final Development Plan Documents"***):

1. The Aerial 3D View, prepared by Epstein Architecture, Engineering and Construction, consisting of one sheet, with a latest revision date of March 10, 2025, a copy of which is attached to and incorporated into this Ordinance as **Exhibit B**;

2. The Roof Plan HVAC Relocation, prepared by Epstein Architecture, Engineering and Construction, consisting of one sheet, with a latest revision date of March 10, 2025, a copy of which is attached to and incorporated into this Ordinance as **Exhibit C**;

3. The Building Elevations, prepared by Epstein Architecture, Engineering and Construction, consisting of five sheets, with a latest revision date of March 10, 2025, a copy of which is attached to and incorporated into this Ordinance as **Exhibit D**;

4. The Outdoor Heat Pump System, prepared by Mitsubishi Electric, consisting of two sheets, with a latest revision date of February 21, 2025, a copy of which is attached to and incorporated into this Ordinance as **Exhibit E**;

5. The Site Plan, prepared by Epstein Architecture, Engineering and Construction, consisting of one sheet, with a latest revision date of January 10, 2025, a copy of which is attached to and incorporated into this Ordinance as **Exhibit F**;

6. The Proposed Impervious Site Plan, prepared by Epstein Architecture, Engineering and Construction, consisting of one sheet, and dated January 10, 2025, a copy of which is attached to and incorporated into this Ordinance as **Exhibit G**;

7. The Overall Plan Square Foot Allocations, prepared by Epstein Architecture, Engineering and Construction, consisting of one sheet, with a latest revision date of January 10, 2025, a copy of which is attached to and incorporated into this Ordinance as **Exhibit H**; and

C. Conflicts. In the event that any of the Amended Final Plan Documents conflict with the plans and documents identified in the Final Plan or other documents that comprise the Liberty Point Development, the Amended Final Plan Documents control.

SECTION 3: Approval of Zoning Deviations. In accordance with, and pursuant to, Section 25-16-13.1 of the Zoning Code, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, the President and Board of Trustees hereby approve the following deviations from the Zoning Code within the planned development on the Property:

A. Roof Top Mechanical Unit Screening. A deviation from Section 26-13-18.1 of the Zoning Code to eliminate the requirement to screen 45 new roof top mechanical units, each measuring approximately 6 feet in height, 2.5 feet in width, and 5.75 feet in length.

B. Parking. A deviation from Section 26-10-1.2(a) of the Zoning Code to decrease the minimum required number of parking spaces from 681 to 387.

SECTION 4: Conditions. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Code or any other rights the Owner or the Applicant may have, the approvals granted in Sections 2 and 3 of this Ordinance are hereby expressly subject to and contingent upon the development, use, operation, and maintenance of the Property in compliance with each and all of the following conditions:

A. Standard Conditions.

1. Compliance with Regulations. The development, use, operation, and maintenance of the Property must comply with all applicable Village codes and ordinances as required by law, as the same have been or may be amended from time to time, except to the extent specifically provided otherwise in the Final Plan, as amended, and as further amended by this Ordinance.

2. Compliance with Plans. Except for minor changes and site work approved by the Village Director of Community Development or the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village standards, the development, use, operation, and maintenance of the Proposed Improvements and the Property must comply the Final Plan, as amended to include the Amended Final Development Plan Documents.

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

SECTION 5: Recordation; Binding Effect. A copy of this Ordinance will be recorded in the Office of the Lake County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein inure to the benefit of, and are binding upon, the Village, the Owner, the Applicant, and their respective personal representatives, successors, and assigns.

SECTION 6: 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, in addition to all other remedies available to the Village, the approvals granted in Section 2 of this Ordinance will, at the sole discretion of the Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Board of Trustees may

not so revoke the approvals granted in Section 2 of this Ordinance unless it first provides 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 Board of Trustees. 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 7: Amendments. Any amendment to any provision of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Code for the granting of special use permits.

SECTION 8: Effective Date.

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

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

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

3. 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;

4. The filing by the Owner and the Applicant with the Village Clerk of an Unconditional Agreement and Consent, in the form of **Exhibit I** 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 or the Applicant does not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 8.A.4 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the Village President and Board of Trustees

will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

PASSED this _____ day of _____, 2025.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2025.

_____
Donna Johnson, Village President

ATTEST:

_____
Margaret Clark, Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOT 1 IN LIBERTY POINT-WEST, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 44 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LAKE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDD MAY 23, 2007 AS DOCUMENT NUMBER 6188973 AND AS CORECTED BY THAT CERTAIN SURVEYOR'S CORRECTION CERTIFICATE RECORDED SEPTEMBER 20, 2007 AS DOCUMENT NUMBER 6244280, IN LAKE COUNTY, ILLINOIS.

PIN: 10-12-303-003
Commonly known as: 1601 Harris Road, Libertyville, Illinois

EXHIBIT B

AERIAL 3D VIEW

EXHIBIT C

ROOF PLAN HVAC RELOCATION

EXHIBIT D

BUILDING ELEVATIONS

EXHIBIT E

OUTDOOR HEAT PUMP SYSTEM

EXHIBIT F

SITE PLAN

EXHIBIT G

PROPOSED IMPERVIOUS SITE PLAN

EXHIBIT H

OVERALL PLAN SQUARE FOOT ALLOCATIONS

EXHIBIT I

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, USCLP IL Harris, LLC (***"Owner"***) is the owner of the parcel of real property located at the address commonly known as 1601 Harris Road, Libertyville, Illinois (***"Property"***); and

WHEREAS, on August 22, 2006, the President and Board of Trustees adopted Ordinance No. 06-O-79, approving a planned development concept and final plan for the Property (***"Approvals"***); and

WHEREAS, Flex Ltd. (***"Applicant"***) desires to occupy the building on the Property and desires to modify the existing building and associated site improvements; and

WHEREAS, Ordinance No. 25-O-_____, adopted by the Village President and Board of Trustees on _____, 2025 (***"Ordinance"***), approves an amendment to the Approvals to allow the installation of injection molding machines, assemble cells, a ASRS storage system, coil winding systems, and offices on the Property and restriping a portion of the existing truck trailer parking lot located on the Property (collectively, ***"Requested Relief"***); and

WHEREAS, Section 7 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the 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 Owner and the Applicant hereby agree to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at

any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the Requested Relief for the Property.

Dated: _____, 2025

USCLP IL HARRIS, LLC

By: _____

Its: _____

ATTEST

By: _____

Its: _____

FLEX LTD.

By: _____

Its: _____

ATTEST

By: _____

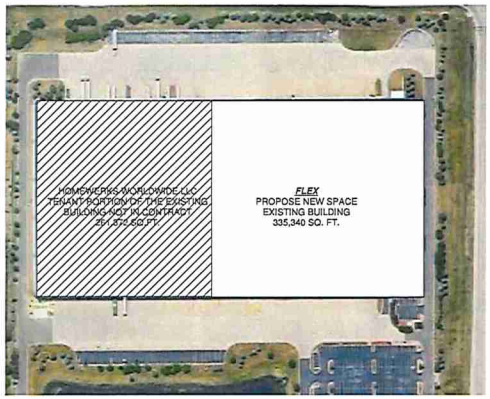
Its: _____

4915-1387-5759, v. 2

EXHIBIT B

AERIAL 3D VIEW

2 3D VIEW - NORTHEAST CORNER
SCALE: 1" = 1'-0"



MAP - LOCATION

AERIAL MAP

2025.03.10 ZONING AND PLANNING SUBMITTAL ADDENDUM
2025.01.10 ZONING AND PLANNING SUBMITTAL

DATE REVISIONS / ISSUANCES

EPSTEIN
Architecture Interiors Engineering Construction
Chicago New York Warsaw
600 W. Fulton Street Chicago, IL 60661-1259 T 312.454.9100 www.epsteinglobal.com
Prof. Design Firm No. 184000337-007
Prof. Engineering Firm No. 184000337-007

PROJECT NUMBER:	24275
PROJECT MANAGER:	A. BIESCHKE
PA \ PE:	A. COLAVITTI
DRAWN BY:	C. BOETTGER
CHECKED BY:	E. CURLEY

3D VIEW - NORTHEAST CORNER

Z-002

MEP / FP Engineer	Structural Engineer	Civil Engineer	Architect of Record	FLEX
EPSTEIN 600 WEST FULTON STREET CHICAGO, ILLINOIS 60661 312.454.9100	EPSTEIN 600 WEST FULTON STREET CHICAGO, ILLINOIS 60661 312.454.9100	EPSTEIN 600 WEST FULTON STREET CHICAGO, ILLINOIS 60661 312.454.9100	EPSTEIN 600 WEST FULTON STREET CHICAGO, ILLINOIS 60661 312.454.9100	FLEX 1201 HARRIS RD, LIBERTYVILLE, IL 60048

flex

SEAL

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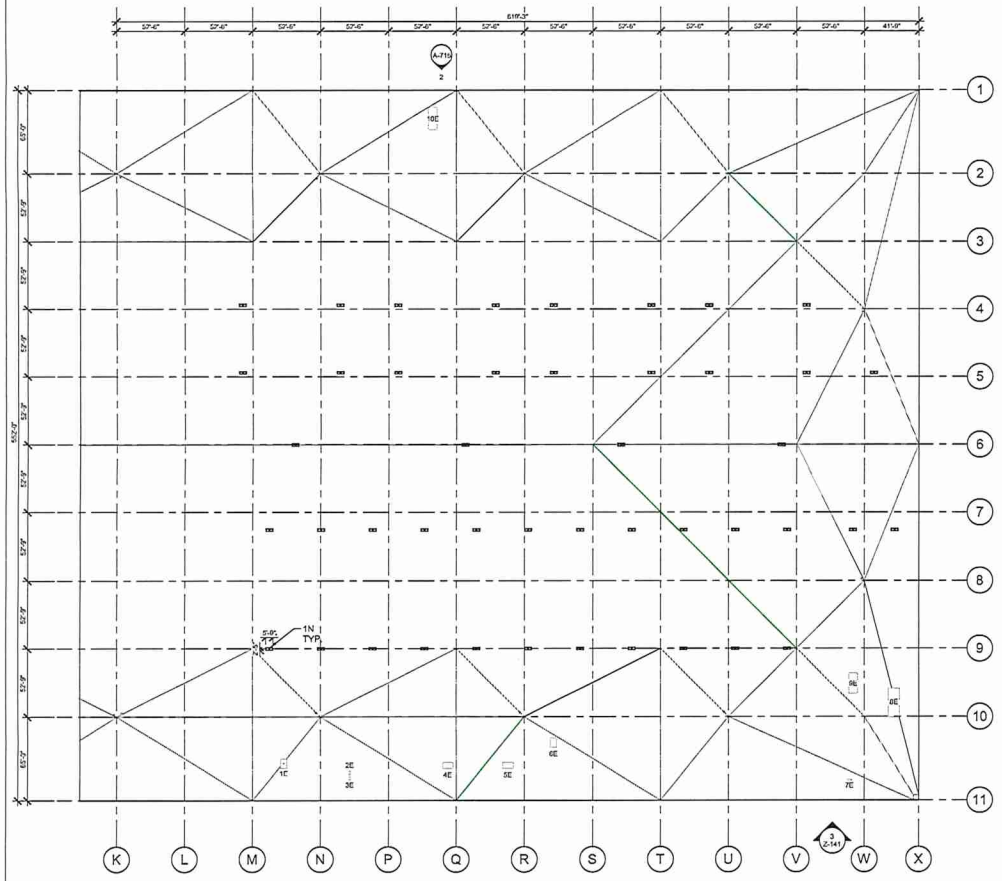
EXHIBIT C

ROOF PLAN HVAC RELOCATION



2025.03.10	ZONING AND PLANNING SUBMITTAL ADDENDUM
2025.01.10	ZONING AND PLANNING SUBMITTAL
DATE	REMISIONS / ISSUANCES

EPSTEIN

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Prof. Design Firm No. 184000537-007
Prof. Engineering Firm No. 184000537-007

PROJECT NUMBER:	24275
PROJECT MANAGER:	A. BIESCHKE
PA \ PE:	A. COLAVITTI
DRAWN BY:	C. BOETTGER
CHECKED BY:	E. CURLEY

MEP / FP Engineer	Structural Engineer	Civil Engineer	Architect of Record	FLEX
EPSTEIN 600 WEST FULTON STREET CHICAGO, ILLINOIS 60661 312.454.9100	EPSTEIN 600 WEST FULTON STREET CHICAGO, ILLINOIS 60661 312.454.9100	EPSTEIN 600 WEST FULTON STREET CHICAGO, ILLINOIS 60661 312.454.9100	EPSTEIN 600 WEST FULTON STREET CHICAGO, ILLINOIS 60661 312.454.9100	FLEX 1501 HARRIS RD, LIBERTYVILLE, IL 60048

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ROOF PLAN - HVAC RELOCATION

Z-141

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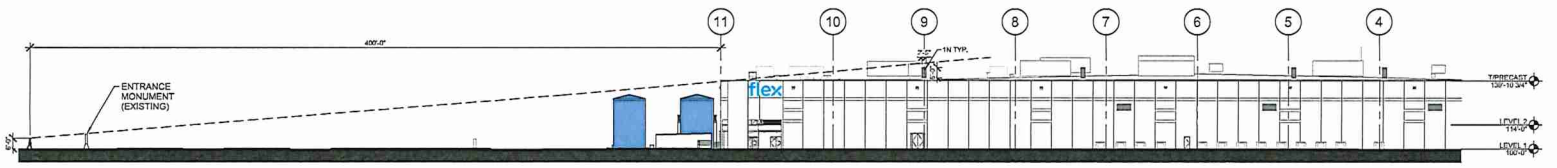
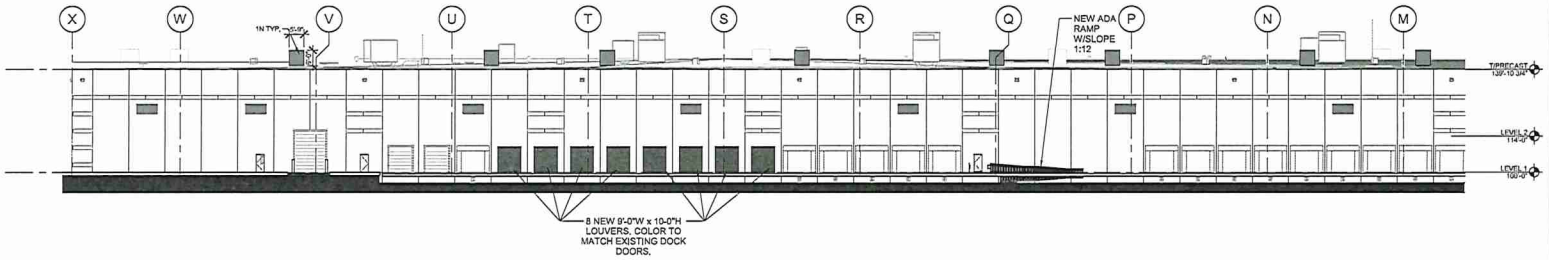
EXHIBIT D

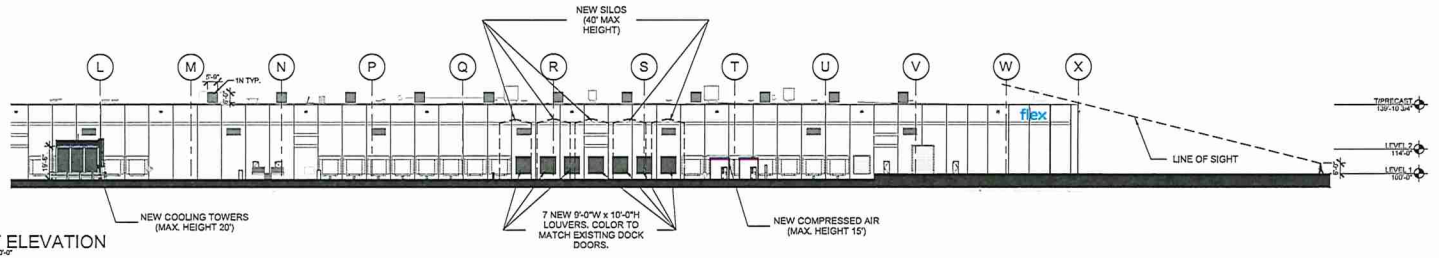
BUILDING ELEVATIONS



1 NORTH ELEVATION
SCALE: 1" = 30'-0"



2 WEST ELEVATION
SCALE: 1" = 30'-0"



3 EAST ELEVATION
SCALE: 1" = 30'-0"

MEP / FP Engineer	Structural Engineer	Civil Engineer	Architect of Record	FLEX
EPSTEIN 600 WEST FULTON STREET CHICAGO, ILLINOIS 60661 312.454.9100	EPSTEIN 600 WEST FULTON STREET CHICAGO, ILLINOIS 60661 312.454.9100	EPSTEIN 600 WEST FULTON STREET CHICAGO, ILLINOIS 60661 312.454.9100	EPSTEIN 600 WEST FULTON STREET CHICAGO, ILLINOIS 60661 312.454.9100	FLEX 1201 HARRIS RD, LIBERTYVILLE, IL 60048

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2025.03.10 ZONING AND PLANNING SUBMITTAL_ADDENDUM
2025.01.10 ZONING AND PLANNING SUBMITTAL

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Prof. Design Firm No. 184003537-007
Prof. Engineering Firm No. 184003537-007

PROJECT NUMBER:	24275
PROJECT MANAGER:	A. BIESCHKE
PA \ PE:	A. COLAVITTI
DRAWN BY:	C. BOETTGER
CHECKED BY:	E. CURLEY

BUILDING ELEVATIONS - LINE OF SIGHT

Z-301

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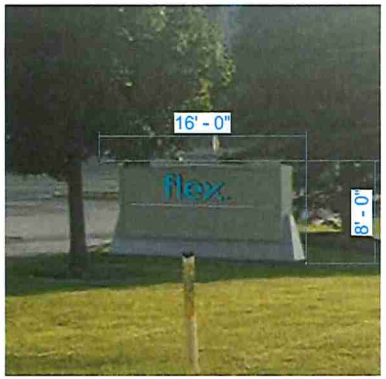
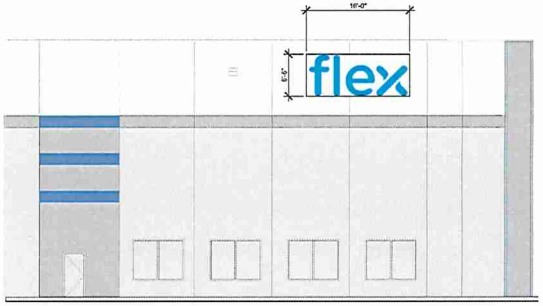


1 MONUMENTAL SIGN
SCALE: 1/4" = 1'-0"

2 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

CHANNEL LETTER SIGN SPECS		
Sign Type: • Channel Letter Sign (Front-Lit)	Mounting: • Method: Raceway-mounted (aluminum raceway, painted to match building color). • Alternate Option: Flush-mounted with concealed wiring. • Mounting Hardware: Stainless steel for durability and rust resistance.	Font and Logo: • Custom font to match brand identity. • Logo dimensions are scaled to fit the overall sign layout.
Dimensions: • Individual Letters: 24" H x 12" D x Variable Width (proportional to text/logo design) • Total Length: Adjusted to fit the phrase "flex."		Compliance: • Meets all local building and electrical codes. • UL-certified components for safety.
Material: • Face: 3/16" thick acrylic, translucent white with applied vinyl (color: PMS 280C Navy Blue). • Return (Sides): 0.063" aluminum, painted to match PMS 280C Navy Blue. • Back Panel: 0.063" aluminum, non-illuminated, sealed to protect	Electrical Requirements: • Voltage: 120V AC. • Total Power Consumption: ≤ 120W (depending on letter count and size). • Wiring: All internal wiring is concealed within the raceway or wall.	Additional Features: • Dimmer control for brightness adjustment (optional). • Photocell timer for automatic on/off operation (optional).
Illumination: • Type: LED modules (UL-listed). • Color Temperature: 6000K (bright white). • Power Supply: Remote-mounted LED drivers, UL-rated. • Lifespan: 50,000+ hours.	Weatherproofing: • Letters will be sealed to prevent moisture ingress. • Gaskets applied at joints and LED housings.	Warranty: • LED Components: 5-year manufacturer warranty. • Structural Materials: 3-year warranty against defects.



3 EAST ELEVATION
SCALE: 1/8" = 1'-0"

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PROJECT NUMBER:	24275
PROJECT MANAGER:	A. BIESCHKE
PA \ PE:	A. COLAVITTI
DRAWN BY:	C. BOETTGER
CHECKED BY:	E. CURLEY

MEP / FP Engineer	Structural Engineer	Civil Engineer	Architect of Record	FLEX
EPSTEIN 600 WEST FULTON STREET CHICAGO, ILLINOIS 60661 312.454.9100	EPSTEIN 600 WEST FULTON STREET CHICAGO, ILLINOIS 60661 312.454.9100	EPSTEIN 600 WEST FULTON STREET CHICAGO, ILLINOIS 60661 312.454.9100	EPSTEIN 600 WEST FULTON STREET CHICAGO, ILLINOIS 60661 312.454.9100	FLEX 1201 HARRIS RD. LIBERTYVILLE, IL 60048

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BULDING ELEVATIONS - WALL & MONUMENT SIGNAGE

Z-302

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AIR COMPRESSOR BUILDDING SPECS

General Description:
- Prefabricated metal building, crafted for versatility and long-lasting performance.
- Designed with a bolt-together galvanized steel framework, the shed ensures quick assembly, exceptional structural integrity, and adaptability to multiple uses.
- Incorporates weather-resistant materials designed to withstand heavy snow loads, high winds, prolonged exposure to UV rays,
- Features premium trims and seals for: enhanced longevity, protection against pests and environmental intrusions, minimal maintenance requirements over its lifespan.

Materials:
- Framework:
  a. Material: Galvanized steel with a bolt-together framework.
  b. Coating: Rust-resistant coating for long-term durability.
  c. Warranty: 50-year structural warranty.
- Wall and Roof Panels:
  1. Material: Pre-cut, corrugated sheet metal.
  2. Thickness: Gauge appropriate for the region's wind and snow loads.
  3. Coating: Weather-resistant coating to prevent rust, corrosion, and UV damage.
  4. Warranty: 40-year panel warranty.
- Fasteners and Bolts:
  1. Material: Galvanized steel or stainless steel.
  2. Coating: Rust-proof for outdoor use.
- Trim:
  1. Material: Premium-grade trim pieces,
  2. Function: Seal gaps and prevent the intrusion of rodents or insects.
- Insulation:
  1. Type: Rigid foam or fiberglass insulation.
  2. Purpose: Enhance energy efficiency and reduce condensation

Color Options: Flex choices are highlighted.
- Exterior Colors:
  1. Options: Neutral tones such as white, gray, beige, or bold colors like red, blue, and green.
  2. Coating: UV-resistant paint to prevent fading and maintain vibrancy over time.
  3. Finish: Glossy or matte finishes are available depending on client preference.
- Trim Colors:
  1. Trim pieces are available in complementary (white) or contrasting colors to highlight edges and provide a polished look.
- Customization:
  1. Custom color matching is available to align with branding or aesthetic preferences.

NEW SILOS SPECS

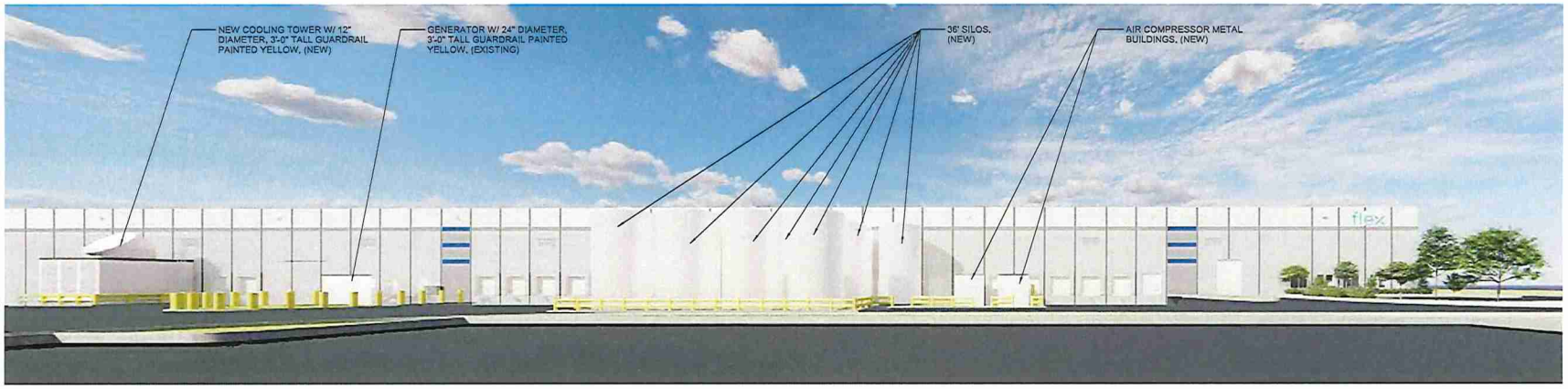
General Description:
- The silos are engineered for dry bulk material storage including grains, powders, resins, and aggregates., providing a durable, efficient, and customizable solution for industrial applications.
- Constructed from high-quality carbon steel, stainless steel, or aluminum, the silos are designed to withstand challenging environmental conditions and ensure long-term performance.
- Advanced coating systems, including Trico Bond EPIG and Trico Bond SD™, deliver exceptional corrosion resistance and extend the lifespan of the structure.

Materials:
- Flat panel, chime panel, or welded configurations,
- daptable to various operational needs.
- Capacities range from 1,000 ft³ to over 200,000 ft³, with diameters up to 51 feet and heights tailored to meet specific project requirements.

Color Options: Flex choices are highlighted.
- The silos are available in a range of exterior color options to suit aesthetic, branding, or environmental considerations.
- Standard colors include tan, white, green, blue, and gray, with custom colors available upon request.
- The exterior coating includes a high-performance urethane topcoat for added protection against UV exposure and weathering, ensuring a durable and visually appealing finish.
- This flexibility allows the silos to integrate seamlessly into their surroundings or reflect corporate branding.

The design adheres to strict industry standards, including ISO 9001:2015, API-12B, and NFPA, ensuring safety, reliability, and compliance. Silos are constructed using advanced methods, such as hydraulic jacking systems or scaffold-built techniques, which optimize installation efficiency and minimize onsite labor.

3D VIEW NORTH ELEVATION



3D VIEW EAST ELEVATION

MEP / FP Engineer	*Structural Engineer*	*Civil Engineer*	*Architect of Record*	*FLEX*
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Prof. Engineering Firm No. 184000537-007

PROJECT NUMBER:	24275
PROJECT MANAGER:	A. BIESCHKE
PA \ PE:	A. COLAVITTI
DRAWN BY:	C. BOETTGER
CHECKED BY:	E. CURLEY

BUILDING ELEVATIONS - SILOS

Z-303

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3D VIEW WEST ELEVATION LOUVERS CLOSED
SCALE: 1 1/2" = 1'-0"

3D VIEW WEST ELEVATION LOUVERS OPEN
SCALE: 1 1/2" = 1'-0"

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CHECKED BY:	E. CURLEY

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BUILDING ELEVATIONS - LOUVERS

Z-304

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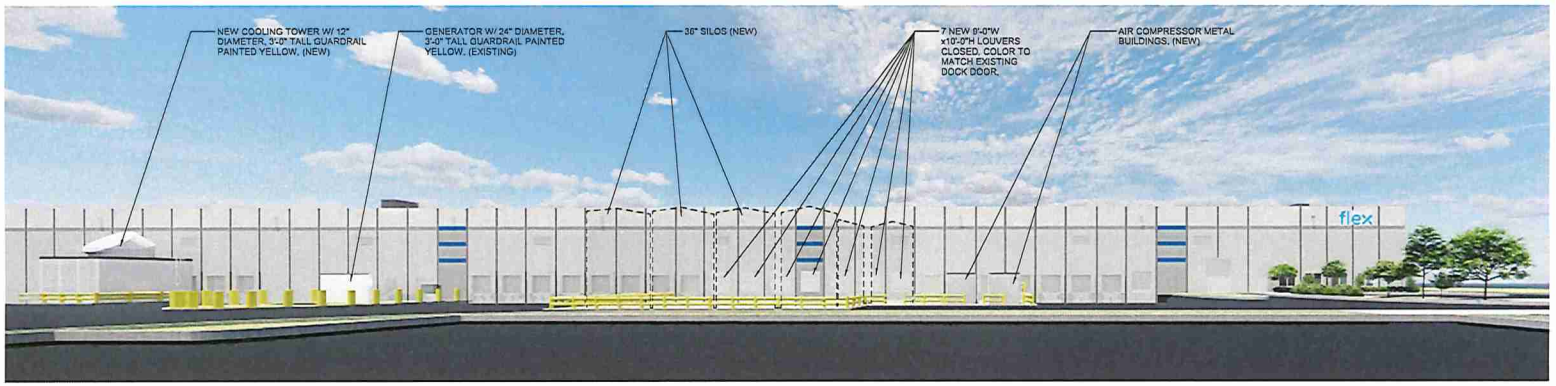
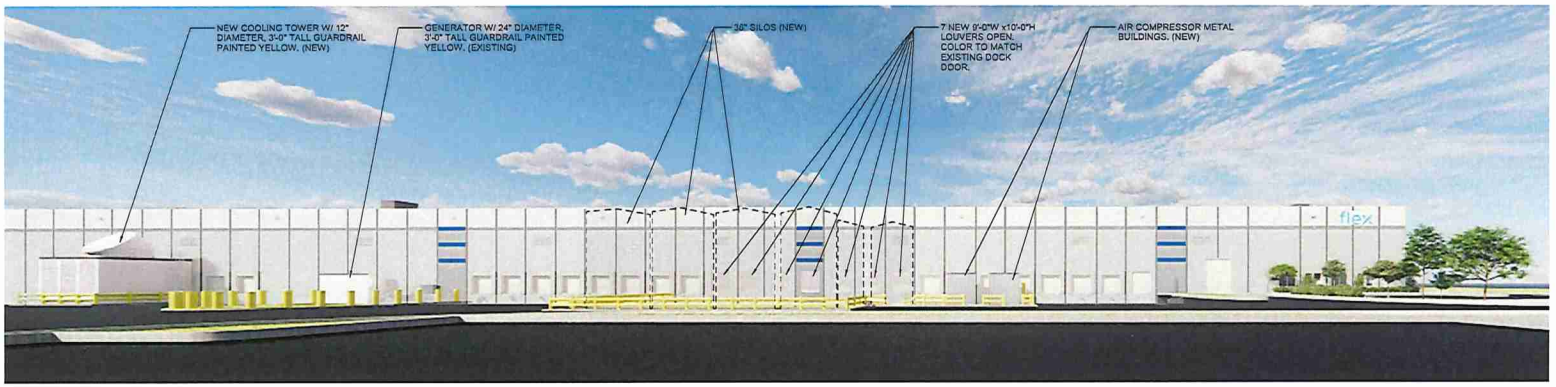


3D VIEW EAST ELEVATION LOUVERS CLOSED
SCALE: 1 1/2" = 1'-0"



3D VIEW EAST ELEVATION LOUVERS OPEN
SCALE: 1 1/2" = 1'-0"

DATE	REVISIONS / ISSUANCES
2025.03.10	ZONING AND PLANNING SUBMITTAL ADDENDUM
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PROJECT NUMBER:	24275
PROJECT MANAGER:	A. BIESCHKE
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DRAWN BY:	C. BOETTGER
CHECKED BY:	E. CURLEY

BUILDING ELEVATIONS - LOUVERS

Z-305

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EXHIBIT E

OUTDOOR HEAT PUMP SYSTEM

CITYMULTI®

16-TON PUHY-EP192YNU-A1

MITSUBISHI ELECTRIC
HEATING & AIR CONDITIONING

Job Name:
System Reference: Date:

460V OUTDOOR VRF HEAT PUMP SYSTEM

UNIT OPTION

☑ Standard Model PUHY-EP192YNU-A1

ACCESSORIES

☑ Big Foot Stand ..... for details see Big Foot Stands submittals
☑ Header Kit ..... for details see Pipe Accessories Submittal
☑ Joint Kit ..... for details see Pipe Accessories Submittal
☑ Low Ambient Kit ..... for details see Low Ambient Kit Submittal
☑ Panel Heater Kit ..... for details see Panel Heater Kit Submittal
☑ Snow/Hail Guards Kit ..... for details see Snow/Hail Guards Kit Submittal

Specifications			System
Unit Type			PUHY-EP192YNU-A1
Cooling Capacity (Nominal)		BTU/H	192,000
Heating Capacity (Nominal)		BTU/H	215,000
Guaranteed Operating Range	Cooling	°F [°C]	23~126 [-5.0~52.0]
	Heating	°F [°C]	-13~60 [-25.0~15.5]
Extended Operating Range	Heating	°F [°C]	-27.4~60 [-33.0~15.5]
External Dimensions (H x W x D)		In. [mm]	71-5/8 x 68-15/16 x 29-3/16 [1,818 x 1,750 x 740]
Net Weight		Lbs. [kg]	788 [357]
External Finish			Pre-coated galvanized steel sheet (+powder coating for -BS type) [MUNSELL 3Y 7.8/1.1 or similar]
Electrical Power Requirements	Voltage, Phase, Hertz, Power Tolerance		460V, 3-phase, 60 Hz, ±10%
Minimum Circuit Ampacity		A	37.0
Maximum Overcurrent Protection		A	60
Recommended Fuse Size		A	40
Recommended Minimum Wire Size		AWG [mm]	8 [8.4]
SCCR		kA	5
Refrigerant Piping Diameter	Liquid (High Pressure)	In. [mm]	5/8 [15.88] Brazed
	Gas (Low Pressure)	In. [mm]	1-1/8 [28.58] Brazed
Max. Total Refrigerant Line Length		Ft.	3,280 [1,000]
Max. Refrigerant Line Length (Between ODU & IDU)		Ft.	541 [165]
Max. Control Wiring Length		Ft.	1,640 [500]
Indoor Unit Connectable	Total Capacity		50.0~130.0% of outdoor unit capacity
	Model/Quantity		P04~P96/1.0~48.0
Sound Pressure Levels		dB(A)	61.5/63.5
Sound Power Levels		dB(A)	81.0/80.5
FAN[4]	Type x Quantity		Propeller fan x 2
	Fan Motor Output	kW	0.92+0.92
	Airflow Rate	CFM	12,700
	External Static Pressure	In. WG	Selectable; 0.00, 0.12, 0.24, 0.32, In. WG; factory set to 0 In. WG
Compressor Operating Range			15.0% to 100.0%
Compressor	Type x Quantity		Inverter scroll hermetic compressor x 1
Refrigerant	Type x Original Charge		R410A x 26.0 lbs + 1.0 oz [11.8 kg]
Protection Devices	High Pressure Protection		High pressure sensor, High pressure switch at 4.15 MPa (601 psi)
	Inverter Circuit (Comp./Fan)		Over-current protection
AHRI Ratings (Ducted/Non-ducted)	EER		10.2/10.3
	IEER		21.0/22.4
	COP		3.51/4.04

NOTES:
Nominal cooling conditions (Test conditions are based on AHRI 1230-2023)
Indoor: 80°FD.B./67°FW.B. (26.7°CD.B./19.4°CW.B.), Outdoor: 95°FD.B. (35°CD.B.)
Nominal heating conditions (Test conditions are based on AHRI 1230-2023)
Indoor: 70°FD.B. (21.1°CD.B.), Outdoor: 47°FD.B./43°FW.B. (8.3°CD.B./6.1°CW.B.)

[1]Harsh weather environments may demand performance enhancing equipment. Ask your Mitsubishi Electric representative for more details about your region
[2]For details on extended cooling operation range down to -10° F DB, see Low Ambient Kit Submittal
[3]When applying product below -4°F, consult your design engineer for cold climate application best practices, including the use of a backup source for heating
[4]Unit will continue to operate in extended operating range, but capacity is not guaranteed

Specifications are subject to change without notice.
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OUTDOOR UNIT: PUHY-EP192YNU-A1 – DIMENSIONS

PUHY-EP192, 216, 240T/YNU-A1

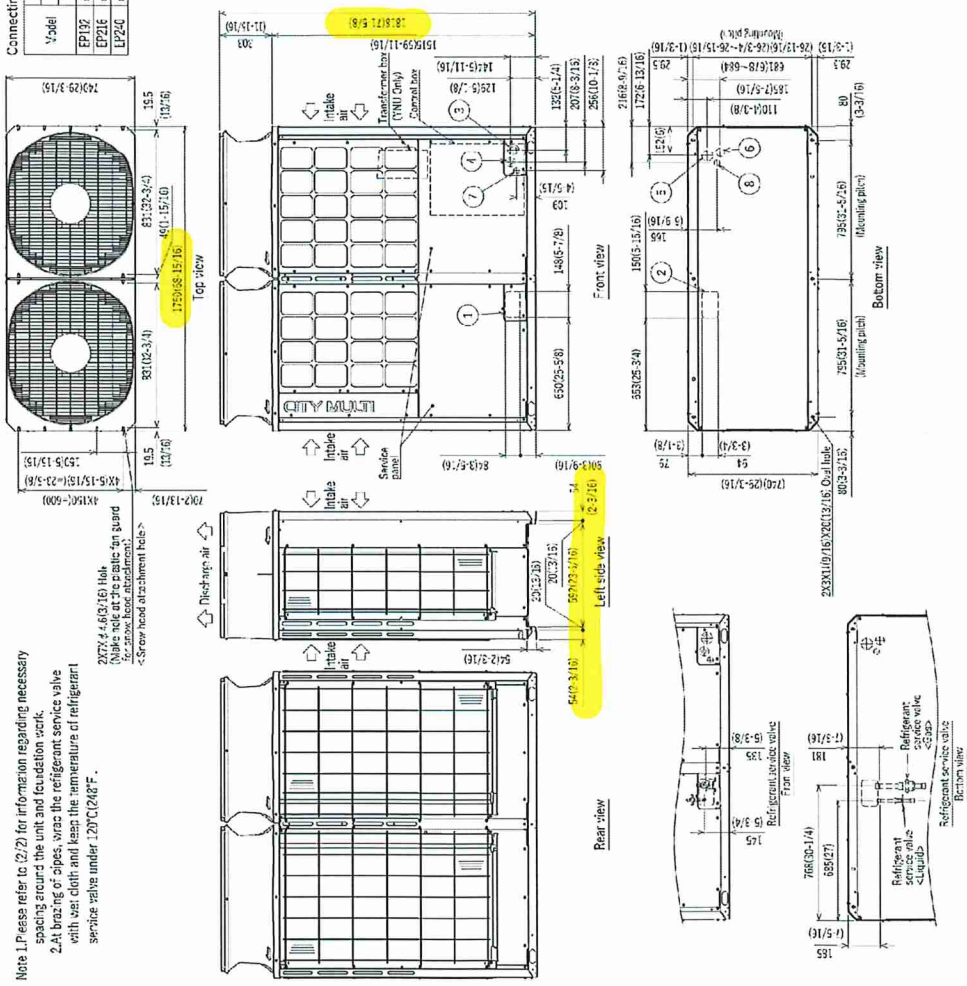
Unit: mm (in.)

Connecting pipe specifications

Model	Diameter			
	Refrigerant pipe *1		Service valve	
	Liquid	Gas	Liquid	Gas
EP192	ϕ15.88(5/8) Brazed	ϕ28.58(1-1/8) Brazed	ϕ15.88(5/8)	ϕ28.58(1-1/8)
EP216	ϕ15.88(5/8) Brazed	ϕ34.93(1-3/8) Brazed	ϕ15.88(5/8)	ϕ28.58(1-1/8)
EP240	ϕ15.88(5/8) Brazed	ϕ34.93(1-3/8) Brazed	ϕ15.88(5/8)	ϕ28.58(1-1/8)

*1 Connect the refrigerant pipe to the service valve according to the installation manual.

NO.		Usage	Specifications
①	Terminal	Front through hole	: 4-Ø35(1-3/8) Knockout hole
②		Bottom through hole	: 5-Ø35(1-3/8) X 9-Ø63(2-1/2) Knockout hole
③	For valves	Front through hole	ϕ67.7(2-1/2) or ϕ34.5(1-3/8) Knockout hole
④		Front through hole	ϕ43.7(1-3/4) or ϕ22.2(7/8) Knockout hole
⑤		Bottom through hole	ϕ65(2-9/16) Knockout hole
⑥		Bottom through hole	ϕ52(2-1/16) Knockout hole
⑦	For transmission cables	Front through hole	ϕ34(1-3/8) Knockout hole
⑧		Bottom through hole	ϕ34(1-3/8) Knockout hole



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FORM# PUHY-EP192YNU-A1 - 202407

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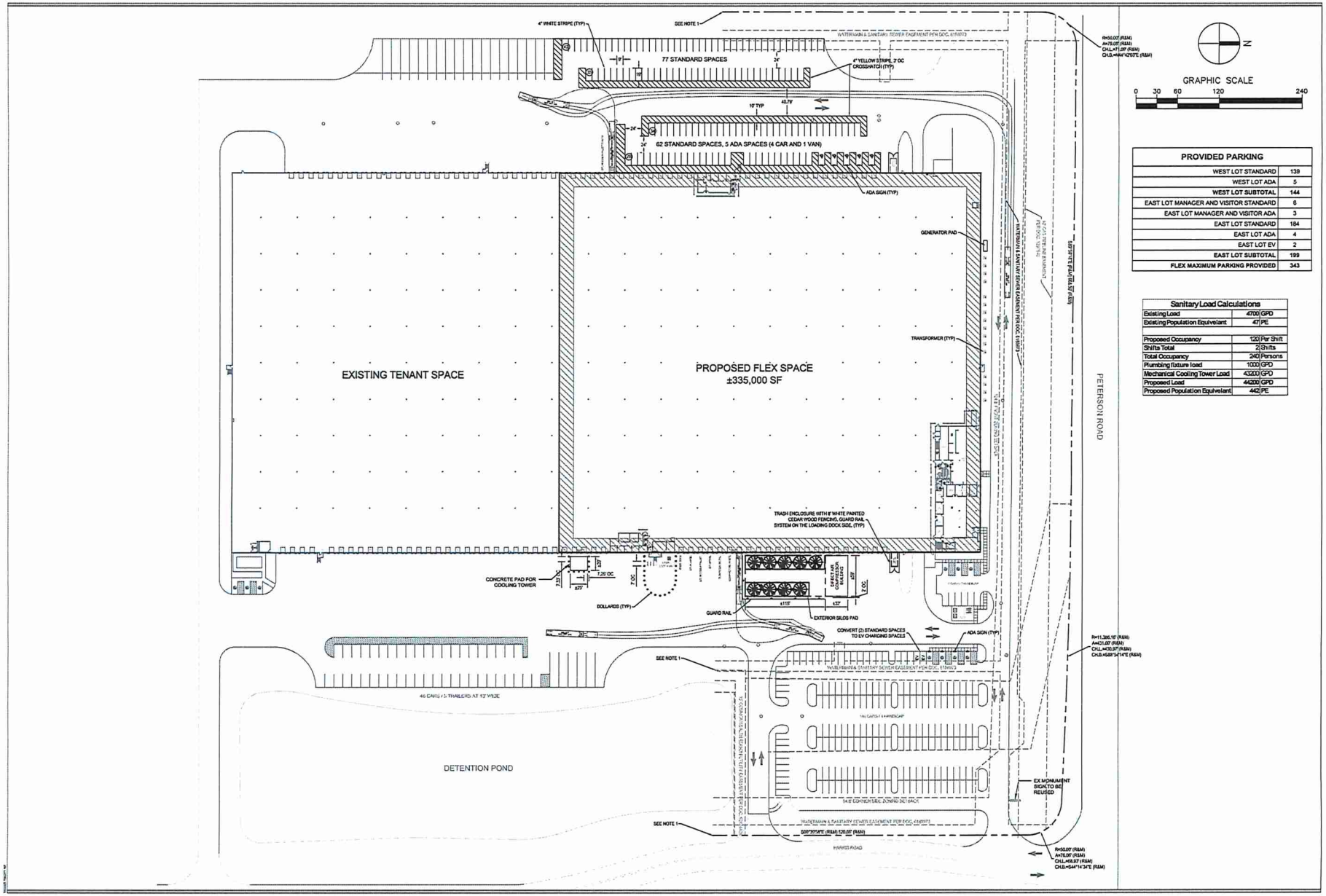
EXHIBIT F

SITE PLAN



PROVIDED PARKING	
WEST LOT STANDARD	139
WEST LOT ADA	5
WEST LOT SUBTOTAL	144
EAST LOT MANAGER AND VISITOR STANDARD	6
EAST LOT MANAGER AND VISITOR ADA	3
EAST LOT STANDARD	184
EAST LOT ADA	4
EAST LOT EV	2
EAST LOT SUBTOTAL	199
FLEX MAXIMUM PARKING PROVIDED	343

Sanitary Load Calculations		
Existing Load	4700	GPD
Existing Population Equivelant	47	PE
Proposed Occupancy	120	Per Shift
Shifts Total	2	Shifts
Total Occupancy	240	Persons
Plumbing fixture load	1000	GPD
Mechanical Cooling Tower Load	43200	GPD
Proposed Load	44200	GPD
Proposed Population Equivelant	442	PE

NOTES:

1. PROPERTY LINE AND EASEMENTS ARE BASED ON CURRENTLY AVAILABLE ALTA/NSPS LAND TITLE SURVEY DATED 10/03/2019. NEW SURVEY IS IN PROGRESS.
2. DUE TO AN INCREASE IN PE IEPA SEWER PERMIT WILL BE OBTAINED DURING CONSTRUCTION DOCUMENT PHASE.

DATE	REVISIONS/ISSUANCES
2021.01.15	ZONING AND PLANNING SUBMITTAL
2021.01.29	DESIGN DEVELOPMENT

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Prof. Engineering Firm No. 184002037-0007

PROJECT NUMBER:	24275
PROJECT MANAGER:	A. BIESCHKE
PA \ PE:	R. BEEKHUIZEN
DRAWN BY:	R. BEEKHUIZEN
CHECKED BY:	D. HILTY

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SEAL

SITE PLAN OF PROPOSAL

CZ-100

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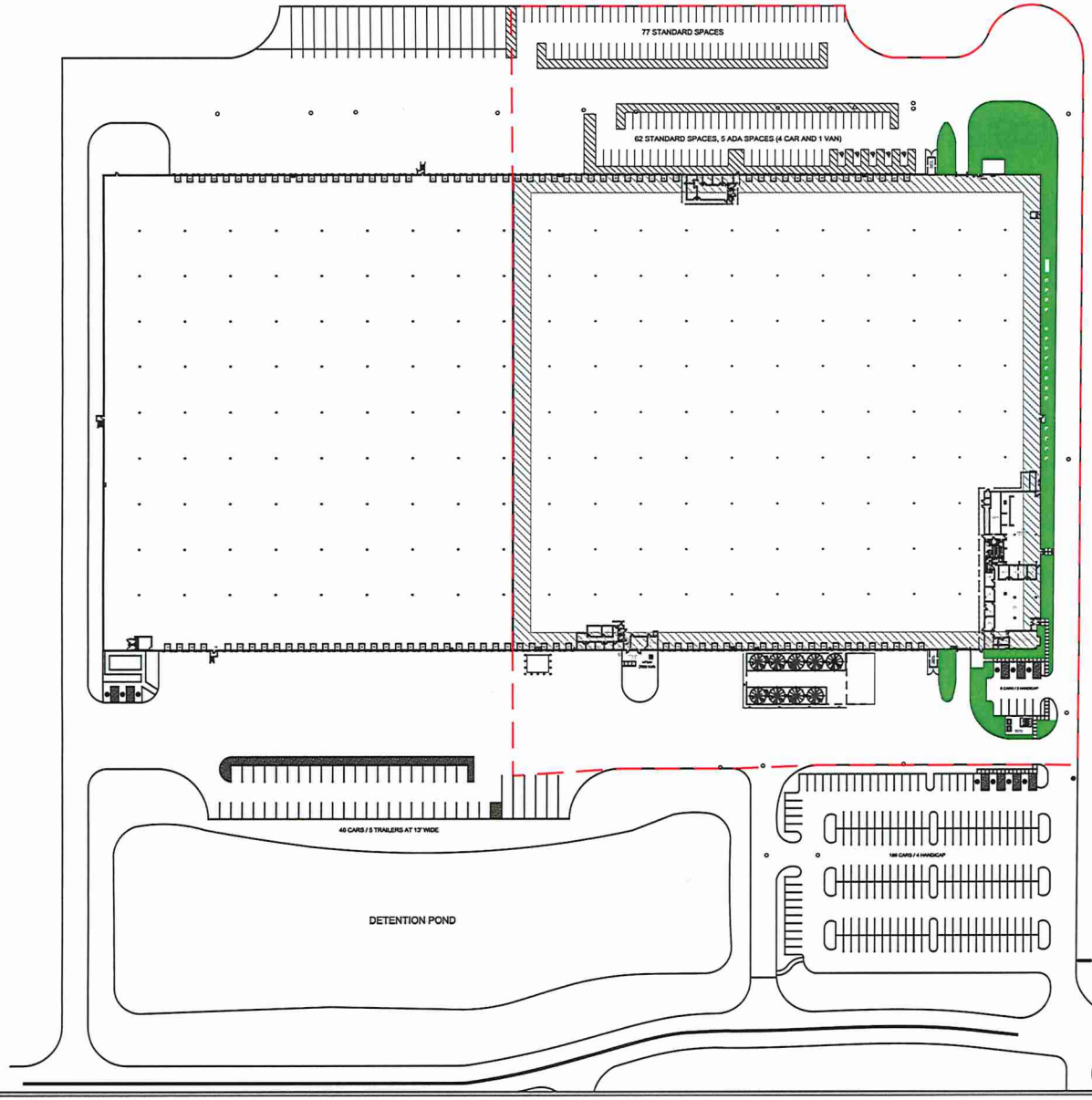
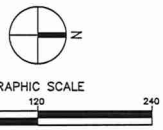
EXHIBIT G

PROPOSED IMPERVIOUS SITE PLAN





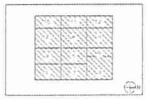
IMPERVIOUS AREA = 547,695 SF

PERVIOUS AREA = 20,451 SF

PROJECT BOUNDARY
TOTAL AREA = 568,146 SF

	Existing Site		Proposed Site	
Units	(sf)	(ac)	(sf)	(ac)
Total Site Area	568,146	13.04	568,146	13.04
Impervious Area	547,259	12.56	547,695	12.57
Pervious Area	20,647	0.48	20,451	0.47
Difference in Impervious Area	396 sf			
Allowable Impervious Area Increase	400 sf			

STORMWATER DETENTION IS NOT REQUIRED AS THE CHANGE IN IMPERVIOUS AREA IS LESS THAN 400SF.



DATE	REVISIONS/ISSUANCES
2025.01.10	ZONING AND PLANNING SUBMITTAL
2025.01.01	DESIGN DEVELOPMENT

EPSTEIN

Architecture — Chicago
Interiors — New York
Engineering — Warsaw
Construction

600 W. Fulton Street
Chicago, IL 60661-1228
T 312.454.9100
www.epsteinglobal.com

Prof. Design Firm No. 184.005527-0007
Prof. Engineering Firm No. 184.005527-0007

PROJECT NUMBER:	24275
PROJECT MANAGER:	A. BIESCHKE
PA \ PE:	R. BEEKHUIZEN
DRAWN BY:	R. BEEKHUIZEN
CHECKED BY:	D. HILTY

PROPOSED SITE IMPERVIOUS EXHIBIT

CZ-201

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MEP / FP Engineer
EPSTEIN
600 WEST FULTON STREET
CHICAGO, ILLINOIS 60661

Structural Engineer
EPSTEIN
600 WEST FULTON STREET
CHICAGO, ILLINOIS 60661
312.454.9100

Civil Engineer
EPSTEIN
600 WEST FULTON STREET
CHICAGO, ILLINOIS 60661
312.454.9100

Architect of Record
EPSTEIN
600 WEST FULTON STREET
CHICAGO, ILLINOIS 60661
312.454.9100

FLEX
FLEX
1501 HARRIS RD,
LIBERTYVILLE, IL 60048

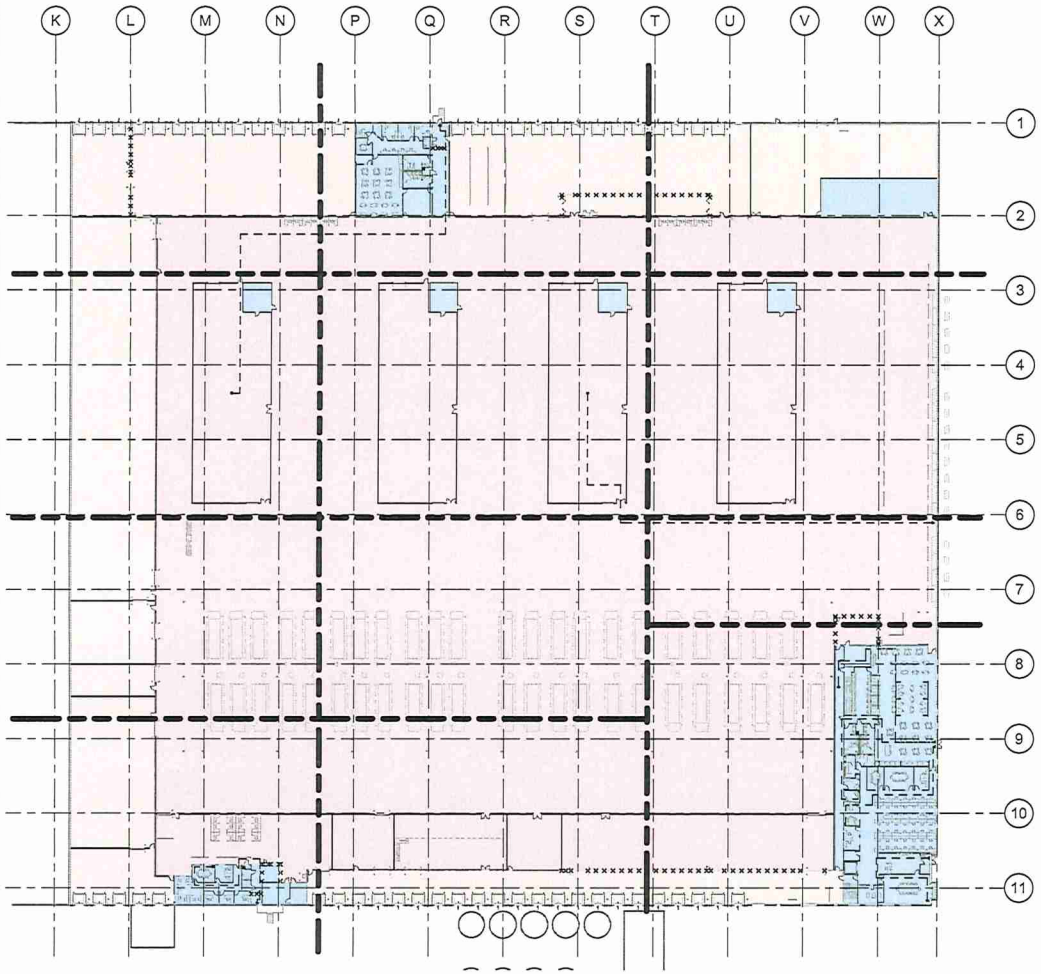
flex.

SEAL

EXISTING SITE IMPERVIOUS EXHIBIT

EXHIBIT H

OVERALL PLAN SQUARE FOOT ALLOCATIONS



1 LEVEL 1 CODE ANALYSIS PLAN
SCALE: 1" = 40'-0"

EGRESS PATHS		
PATH	TRAVEL DISTANCE	CODE MAXIMUM (IBC 1017.2)
A	159'-6"	400'-0"
B	163'-10"	400'-0"
C	116'-1"	400'-0"
D	161'-4"	400'-0"
E	123'-11"	400'-0"
F	334'-0"	400'-0"
G	343'-0"	400'-0"
LEVEL 1		
B	20'-0"	400'-0"

COLOR LEGEND

WAREHOUSE (71,208.25 SQ. FT)

MANUFACTURING (239,856.13 SQ. FT)

OFFICES (24,275.62 SQ. FT)

DOOR EGRESS TAG

195 / 36" / 180 — OCCUPANT LOAD; EXIT WIDTH (CLEAR WIDTH); EXITING CAPACITY

STAIR EGRESS TAG

120 / 48" / 100 — OCCUPANT LOAD; EXIT WIDTH; EXITING CAPACITY

ROOM SCHEDULE				
ROOM NUMBER	ROOM NAME	FUNCTION OF SPACE	Department	AREA
MANUFACTURING				
126	SMOCK ROOM	Locker Rooms (Gross)	MANUFACTURING	608 SF
128	MAINTENANCE AREA	Industrial Areas (Gross)	MANUFACTURING	7,558 SF
129	QUALITY CONTROL	Industrial Areas (Gross)	MANUFACTURING	1,486 SF
130	DRYERS	Industrial Areas (Gross)	MANUFACTURING	3,063 SF
131	WASTE RECYCLING ROOM	Industrial Areas (Gross)	MANUFACTURING	1,671 SF
152	COIL SPRING ASSEMBLY	Industrial Areas (Gross)	MANUFACTURING	8,050 SF
154	COIL SPRING ASSEMBLY	Industrial Areas (Gross)	MANUFACTURING	8,036 SF
156	COIL SPRING ASSEMBLY	Industrial Areas (Gross)	MANUFACTURING	8,038 SF
158	COIL SPRING ASSEMBLY	Industrial Areas (Gross)	MANUFACTURING	8,039 SF
182	FORKLIFT PATHWAY	(none)	MANUFACTURING	4,986 SF
OFFICE				
101	VESTIBULE	Business Areas (Gross)	OFFICE	96 SF
102	EXECUTIVE CONF. ROOM	Assembly-Tables and Chairs (Net)	OFFICE	741 SF
103	IT	Mechanical Equipment Room (Gross)	OFFICE	231 SF
104	STAIR A	Business Areas (Gross)	OFFICE	195 SF
105	STORAGE	Business Areas (Gross)	OFFICE	77 SF
106	OFFICE	Business Areas (Gross)	OFFICE	184 SF
107	SIDS OFFICE	Business Areas (Gross)	OFFICE	184 SF
108	PRAYER ROOM	Business Areas (Gross)	OFFICE	86 SF
109	MOTHERS ROOM	Business Areas (Gross)	OFFICE	89 SF
109A	CLOSET	Accessory Storage Areas (Gross)	OFFICE	6 SF
109B	SMOCK ROOM	Locker Rooms (Gross)	OFFICE	184 SF
109F	COPY	Business Areas (Gross)	OFFICE	46 SF
110	WOMENS	Business Areas (Gross)	OFFICE	108 SF
111	MENS	Business Areas (Gross)	OFFICE	99 SF
112	CONF.	Assembly-Tables and Chairs (Net)	OFFICE	192 SF
113/114	CONF.	Assembly-Tables and Chairs (Net)	OFFICE	336 SF
115	OFFICE	Business Areas (Gross)	OFFICE	168 SF
116	OPEN OFFICE	Business Area-Concentrated (Net)	OFFICE	3,245 SF
117	CAFETERIA	Assembly-Tables and Chairs (Net)	OFFICE	3,608 SF
118	WOMENS	Business Areas (Gross)	OFFICE	184 SF
119	MENS	Business Areas (Gross)	OFFICE	188 SF
120	JANITOR	Mechanical Equipment Room (Gross)	OFFICE	37 SF
121	HALLWAY	Business Areas (Gross)	OFFICE	132 SF
122	LOCKER ROOM	Locker Rooms (Gross)	OFFICE	431 SF
123	STAIR	(none)	OFFICE	180 SF
124	MEDICAL ROOM/EHS	Business Areas (Gross)	OFFICE	271 SF
125	CORRIDOR	Business Areas (Gross)	OFFICE	958 SF
132	ELECT. ROOM	Mechanical Equipment Room (Gross)	OFFICE	172 SF
133	FACP	Mechanical Equipment Room (Gross)	OFFICE	287 SF
134	ENTRANCE	Business Areas (Gross)	OFFICE	52 SF
135	JANITOR	Mechanical Equipment Room (Gross)	OFFICE	17 SF
136	UNISEX	Business Areas (Gross)	OFFICE	43 SF
137	UNISEX	Business Areas (Gross)	OFFICE	43 SF
138	OFFICE	Business Areas (Gross)	OFFICE	105 SF
139	OFFICE	Business Areas (Gross)	OFFICE	90 SF
140	OFFICE	Business Areas (Gross)	OFFICE	90 SF
141	OFFICE	Business Areas (Gross)	OFFICE	407 SF
143A	HALLWAY	Business Areas (Gross)	OFFICE	162 SF
144	CONF. ROOM	Assembly-Tables and Chairs (Net)	OFFICE	196 SF
149	OFFICE	Business Areas (Gross)	OFFICE	152 SF
153	IPC OFFICE	Industrial Areas (Gross)	OFFICE	387 SF
155	IPC OFFICE	Industrial Areas (Gross)	OFFICE	387 SF
157	IPC OFFICE	Industrial Areas (Gross)	OFFICE	387 SF
159	IPC OFFICE	Industrial Areas (Gross)	OFFICE	387 SF
163	LUNCH ROOM	Assembly-Tables and Chairs (Net)	OFFICE	1,316 SF
164	SMOCK ROOM	Locker Rooms (Gross)	OFFICE	395 SF
165	WOMENS	Business Areas (Gross)	OFFICE	205 SF
166	MENS	Business Areas (Gross)	OFFICE	201 SF
168	STOR.	Business Areas (Gross)	OFFICE	73 SF
169	CONF. ROOM	Assembly-Tables and Chairs (Net)	OFFICE	122 SF
170	REC/SHIPPING	Business Areas (Gross)	OFFICE	102 SF
171	COPY	(none)	OFFICE	46 SF
172	QA	Business Areas (Gross)	OFFICE	125 SF
173	IT LAB	Business Areas (Gross)	OFFICE	125 SF
174	SECURITY OFFICE	Business Areas (Gross)	OFFICE	122 SF
175	CORRIDOR	Business Areas (Gross)	OFFICE	935 SF
176	ENTRANCE	(none)	OFFICE	184 SF
180	SPRING AUTOMATION / KARDEX	Industrial Areas (Gross)	OFFICE	2,116 SF
181	UNISEX	Business Areas (Gross)	OFFICE	48 SF
182	JC	Business Areas (Gross)	OFFICE	39 SF
WAREHOUSE				
127	PATHWAYS	Industrial Areas (Gross)	WAREHOUSE	8,789 SF
147	VACUUM ROOM	Industrial Areas (Gross)	WAREHOUSE	2,583 SF
148	WATER ROOM	Industrial Areas (Gross)	WAREHOUSE	6,329 SF
149	OIL ROOM	Industrial Areas (Gross)	WAREHOUSE	1,323 SF
150	SUPERMARKET	Industrial Areas (Gross)	WAREHOUSE	2,639 SF
160	INCOMING MATERIAL WAREHOUSE	Warehouse (Gross)	WAREHOUSE	16,055 SF
161	NRB/RMA AREA	Industrial Areas (Gross)	WAREHOUSE	2,678 SF
162	RECIEVING DOCK	Industrial Areas (Gross)	WAREHOUSE	10,190 SF
177	FINISHED GOODS WAREHOUSE	(none)	WAREHOUSE	12,096 SF
178	FINISHED GOODS (MRB)	Industrial Areas (Gross)	WAREHOUSE	1,546 SF
179	FACILITIES STORAGE	Accessory Storage Areas (Gross)	WAREHOUSE	6,299 SF
201	OFFICE	Business Areas (Gross)	WAREHOUSE	192 SF

CODE & ACCESSIBILITY NOTES:

1. EXISTING FIRE RATED ENCLOSURES, CORRIDORS, PLUMBING FIXTURES, SIGNAGE AND ALARMS SHALL BE MAINTAINED, UNLESS NOTED OTHERWISE.
2. FOR BASE BUILDING GENERAL PUBLIC ACCESSIBILITY, CURRENT ENTRANCES, MEANS OF EGRESS, ACCESSIBLE TOILETS, ACCESSIBLE PARKING SPACES AND ACCESSIBLE ROUTE FROM PUBLIC SIDEWALKS OR FROM ACCESSIBLE PARKING SPACES ARE EXISTING TO REMAIN.

FIRE EXTINGUISHER NOTES:

1. PROVIDE FIRE EXTINGUISHERS IN COMPLIANCE WITH NFPA 10, SPECIFICATIONS, AND APPLICABLE CODES. REFER TO CA-100 FOR ADDITIONAL INFORMATION.

LEGEND

- EGRESS PATH
- NON-RATED WALL
- EXST 1-HR RATED WALL
- EXST 2-HR RATED WALL
- EXST 3-HR RATED WALL
- EXST 4-HR RATED WALL
- 1-HR RATED WALL
- 2-HR RATED WALL
- 3-HR RATED WALL
- 4-HR RATED WALL
- NON-RATED DOOR
- RATED DOOR, REFER TO DOOR SCHEDULE FOR RATING

DATE	REVISIONS/ISSUANCES
2025.01.10	ZONING AND PLANNING SUBMITTAL

EPSTEIN
Architecture, Interiors, Engineering, Construction
Chicago, New York, Warsaw

600 W. Fulton Street
Chicago, IL 60661-1259
T 312.454.9100
www.epsteinglobal.com
Prof. Design Firm No. 184005537-007
Prof. Engineering Firm No. 184005537-007

PROJECT NUMBER:	24275
PROJECT MANAGER:	A. BIESCHKE
PA \ PE:	A. EPSTEIN
DRAWN BY:	A. EPSTEIN
CHECKED BY:	A. EPSTEIN

MEP / FP Engineer	Structural Engineer	Civil Engineer	Architect of Record	FLEX
EPSTEIN 600 WEST FULTON STREET CHICAGO, ILLINOIS 60661 312.454.9100	EPSTEIN 600 WEST FULTON STREET CHICAGO, ILLINOIS 60661 312.454.9100	EPSTEIN 600 WEST FULTON STREET CHICAGO, ILLINOIS 60661 312.454.9100	EPSTEIN 600 WEST FULTON STREET CHICAGO, ILLINOIS 60661 312.454.9100	FLEX 1501 HARRIS RD, LIBERTYVILLE, IL 60048

flex.

SEAL

OVERALL PLAN - SQ.FT. ALLOCATIONS

Z-102

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Agenda Item No. 6

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	April 8, 2025
Agenda Item:	Consideration of a Resolution Approving a Commercial Filming Event in the Village for First Snow LLC
Staff Recommendation:	Approve Resolution
Staff Contact:	Ashley Engelmann, Deputy Village Administrator

Background: The Village received a request from First Snow LLC. to film television movie scenes in downtown Libertyville on Milwaukee Avenue and Broadway in front of and inside the following locations:

- April 14th - Sidewalk, easement, street parking around Rolland's Jewelry on N Milwaukee Ave and Cook Ave (3-4 hours, daytime)
- April 15th – Alley between Firkin and Libertyville Bank and Trust (9 (6 filming/3 setup) hours daytime), Sweet Home Gelato, sidewalk, easement, street parking (3-4 hours)
- April 16th - Sidewalk, easement, street parking, back alley on Broadway St from Wright Ct. to N. 1st St (2-3 hours, daytime)
- They are also requesting that inclement weather dates be approved for April 29th and 30th

The film is a holiday rom-com movie entitled *Exes of Christmas Past*. The crew will include approximately 30 people and 5-25 extras. Most of the scenes will take place inside the businesses but there will be some footage taken outside of the businesses and on the sidewalks. During this time rolling closures to the sidewalks will occur, signs to direct pedestrians will be provided. In addition, filming will occur in the public alley between Firkin and Libertyville Bank. Parking immediately in front of the businesses where filming will occur on Milwaukee will be impacted. (See attached aerial maps.) A view of Cook Park and the Cook Park sign will also be shown in the film.

Staff has met with the Location Manager on several occasions to review their request and discuss general Village filming requirements. The film company has also worked with all the business owners and MainStreet Libertyville. A list of participating businesses are attached. Holiday decorations will be placed and removed by a licensed and bonded company in the right-of-way in front of the businesses being filmed. The Director has filmed many successful films in Lake County and the producers of the film are Lake County residents. Local actors will also be used in the film. They are also interested in filming future movies in Libertyville including one planned for December of this year. The film will feature the Village's logo at the end, it will list Libertyville as an official filming location, all featured businesses will be identifiable by their business name in the film (no names of the businesses will be changed) and some business owners will have cameos in the film. Libertyville will also be featured as an official filming location on the internet movie database (IMDb) website. The application requires a $1,000 non-refundable fee which has been paid. Staff recommends approval of the attached application.

Attachments:
1. Resolution
2. Approval Conditions
3. Application
4. Letter to Village Board
5. Film Summary
6. Aerial Maps
7. List of Participating Businesses

A RESOLUTION APPROVING A COMMERCIAL FILMING EVENT IN THE VILLAGE FOR FIRST SNOW LLC

WHEREAS, First Snow LLC (***"Applicant"***) has filed an application with the Village to conduct commercial filming in Libertyville between April 14-16th, 2025 (rain dates April 29th and 30th), as described in greater detail in ***Exhibit A*** attached to this Resolution (collectively, the ***"Proposed Filming"***); and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interests of the Village to approve the Proposed Filming, subject to the conditions set forth in this Resolution;

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

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

SECTION 2: Approval of Proposed Filming. The President and Board of Trustees hereby approve the use of Milwaukee Avenue right of way for the Proposed Filming.

SECTION 3: Conditions. The Applicant must conduct the Proposed Filming in accordance with: (a) all conditions and requirements set forth in the specific application filed by the Applicant for the Proposed Filming; and (b) all additional conditions that may be required by the Village Administrator, in her discretion, as necessary to protect the public health, safety, and welfare is approved.

SECTION 4: Effective Date. This Resolution will be in full force from and after its passage and approval in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this _____day of _____, 2025.

AYES:

NAYS:

ABSENT:

APPROVED this _____day of _____, 2025.

_____
Donna Johnson, Village President

ATTEST:

_____
Margaret Clark, Village Clerk

EXHIBIT A

DESCRIPTION OF PROPOSED FILMING

Village of Libertyville
Film Approval Conditions

- $1,000 required non-refundable application fee (received)
- At least two weeks' notice must be provided to staff prior to the filming start date, a filming schedule must be provided (completed)
- All Christmas decorations that are placed by the licensed and bonded company hired by the film company must be installed no earlier than April 11th and removed by them no later than April 17th
    - The Village should receive a copy of any agreements and general plan for installation at least one week prior, the Village has final approval of the plan (received)
- Any grass turf that will be used to place equipment on must be protected with the use of plywood and any and all damage to existing turf or landscaping will be the sole responsibility of the filming company to restore using a professional landscaping company that is bonded and insured (no turf is expected to be used)
- Adjacent streets must remain open at all times (no streets will be closed)
- Any set security that is needed must be provided by the film company, no Village Emergency services will be available
- Any parking spaces that are needed for equipment must be identified on an aerial map with dates of use and hours (provided at least two weeks in advance of filming date) (attached)
- An aerial map must be provided delineating the limits of the use of the right of way that is being requested (provided at least two weeks in advance of filming date) (attached)
- For the Broadway residence, any late hours of filming must be communicated to the immediate neighbors at least one week in advance.
- Only absolute minimum of street parking spaces should be used. Vehicles not in use and staff parking should be off site. It is recommended that crews and actors park in the upper or lower levels of the parking garages within downtown. It is recommended that large vehicles not in immediate use be stored away from business entrances.
- Sidewalks should remain walkable as much as possible. If not, signage should be posted giving safe alternate routes around filming.
- A notice should be given to affected businesses one week in advance including filming hours and a contact.
- Provide notice of all impacted businesses adjacent to impacted parking and which will be filmed within that they are in agreement with filming. (provided)
- Certificate of insurance in the amount of $1,000,000 combined single limit and $2,000,000 aggregate general liability, including bodily injury and property damage; and automobile liability including bodily injury and property damage with the Village named as an additional insured

Updated 4/2/25

Libertyville
spirit of independence

Village of Libertyville

APPLICATION
For Commercial Filming or Taping

Exes of Christmas Past
(Title of the commercial or program)

Name of Production Company First Snow LLC

Local Address 1348 Sunrise Lane

City Gurnee State IL Zip 60031

Phone [redacted] Fax _____

Name of Producer Jake Jarvi Phone [redacted]

Name of Production Manager Steve Ruminski Phone [redacted]

Name of Location Manager Chris Charles Phone [redacted]

Office Phone _____ Home Phone _____ Cell _____

Illinois Film Office Representative

Phone 312-814-3600

Date of actual Filming in the Village
April 14-16, 2025 **Rain dates: Tues 4/29, Wed 4/30**

(Note: $1,000 non-refundable application fee must accompany application)

Production Information

Type of Production:

☐ Commercial Feature Film ☑ Television ☐ Training Film ☐

Public Service

Number of persons involved with the production, including cast and crew:

30 ~~28~~ cast/crew, 5-25 extras

Identify any assembly or staging areas required for equipment personnel for site preparation or production:

Identify any areas in which public access will be restricted during production:

Mon 4/14 - Sidewalk, easement, street parking on the east side of 500-532 N Milwaukee Ave (2-3 hours, day / 2-3 hours, night)

~~Tues 4/15 - Sidewalk, easement, street parking on the east side of 512-522 N Milwaukee Ave (6 hours, day)~~

Wed 4/16 - Sidewalk, easement, street parking on the east side of 500-532 N Milwaukee Ave (2-3 hours, day)

Firkin Alley 9 hours, day (3 hours prep/wrap, 6 hours shoot)

Identify any public right(s)-of-way or public building(s) which are needed for use during production:

Mon 4/14 - Sidewalk, easement, street parking around Rolland's Jewelers on N Milwaukee Ave and Cook Ave (3-4 hours, day) *

Tues 4/15 - Sidewalk, easement, street parking around Conscious Cup on N Milwaukee Ave and W Church St (6 hours, day/night) ** ***

Wed 4/16 - Sidewalk, easement, street parking, back alley on Broadway St from Wright Ct to N 1st St (2-3 hours, day)

General description of production or synopsis of script:

Exes of Christmas Past is a family-friendly, holiday romance story about an ambitious hotel manager who returns to her family's B&B for Christmas to find all three of her high school exes staying there.

Anticipated need for Village personnel and/or equipment

Dates Req.	Hours Req.	Personnel	Equipment
April 14-16	24 hours	None	Barricades

* Mon 4/14 ~~- Sidewalk, easement, street parking at 350 N Milwaukee Ave west side of street (1 hour, day)~~
- Cook Park, sidewalk, easement, street parking along N Milwaukee Ave (1-2 hours, night)

**** Tues 4/15 - Sweet Home Gelato, sidewalk, easement, street parking along Milwaukee, 3-4 hours, day**

***** Tues 4/15 - Firkin, sidewalks, easement, street parking along Milwaukee, 6 hours, day**

Alterations to Property: The Village requires all property to be restored to its original condition immediately upon completion of production.

Describe any alterations to property:

We would like to set up Christmas decorations on the trees, lamp posts, and storefronts from 500-532 N Milwaukee Ave on the east side of the street and 515-521 N Milwaukee Ave on the west side of the street, and around Conscious Cup on N Milwaukee Ave and W Church St.

Hours and Location: The Village reserves the right to regulate the hours of filming and taping and the general locations of the filming and taping. Filming during normal operating hours **(7:00 a.m. – 7:00 p.m.)** shall be so controlled so as not to cause a nuisance. Any potential for excessive crowds, noise, smoke, light, vibration, etc. during the course of production shall be so identified.

Describe any potential for excessive noise, smoke, light, vibrations, etc. during the course of production:

Film lights and equipment on certain sidewalks and/or parking spots.

No parking on all Village streets from 2:00 a.m. to 6:00 a.m. unless permission is granted by the Village.

Certificate of Insurance: The producer shall attach a certificate of insurance, naming the Village of Libertyville as an additional insured, in the amount of $1,000,000 combined single limit and $2,000,000 aggregate general liability, including bodily injury and property damage; and automobile liability including bodily injury and property damage. A $2,000,000 umbrella policy may be substituted for general aggregate levels. The Village of Libertyville, its corporate authorities, elected officials, officers boards, commissions, attorneys, employees and agents are made additionally insured with respect to any and all claims which arise out of or are in any way related to the operations of (the film maker) while present in the Village of Libertyville.

A Certificate of Insurance will be provided in advance of the shoot.

Hold Harmless Agreement

The producer shall sign the following Hold Harmless Agreement with the Village of Libertyville holding the Village harmless from any claim that may arise from their use of designated public property, right-of-way, or equipment in conjunction with the permitted use:

I certify that I represent the firm which will be performing the filming/taping at the locations specified on this permit application. I further certify that I and my firm will perform in accordance with the directions and specifications of the Village of Libertyville, and that I and my firm will indemnify and hold harmless the Village of Libertyville for an from any loss, damage, expenses, claims and cost of every nature and kind arising out of or in connection with the filming/taping pursuant to this permit.

Signature and Title Date

Liability

The applicant agrees to pay in full, promptly upon receipt of an invoice, the cost of repair for any and all damage to public or private property, resulting from or in connection with, the production, and restore the property to its condition prior to the production.

Approval

The producer or representative shall sign this application, and upon favorable consideration of this application, shall enter into an agreement with the Village subject to the aforementioned terms. This agreement must be signed by the Village Administrator or his designee prior to any production activity taking place. A signed copy will be returned to the producer or representative. Questions should be directed to:

Eliza Jarvi, Producer

Phone: 847-894-8229

* * * * * * *

I have read, understand, and agree to abide by the terms and conditions outlined in the Village of Libertyville Administrative Policy and this application.

Signed: _____

Eliza Jarvi

Please Print Name

Title: Producer

Date: _____

Approved:

Village Administrator Date

Or

Designee Date

PLEASE RETURN TO:

Village Administrator
Village of Libertyville
118 W. Cook Avenue
Libertyville, IL 60048
947-362-2430

FIRST SNOW LLC

April 3, 2025

To Whom It May Concern,

We're very excited for the opportunity to showcase the Village of Libertyville as the backdrop of our upcoming family-friendly holiday rom-com "Exes of Christmas Past." In recent years we've had great experiences producing three similar films in nearby Long Grove, Mundelein, Hawthorn Woods, and Vernon Hills that premiered on mainstream platforms like AMC and Hulu.

Long Grove and the surrounding communities were mentioned as ideal backdrops for holiday films in the press, including front page stories in the Chicago Sun-Times and Daily Herald. The villages also received favorable coverage on the local news, being singled out in segments on ABC 7, NBC 5, Fox 32, WGN-TV, and more.

Having to create the holiday season in April may seem like a strange choice, but if we waited until December, the movie wouldn't come out until the end of 2026, whereas this will be available to the masses in a few short months.

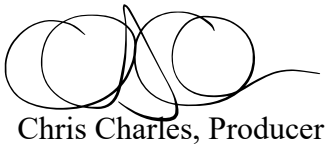
We're working with the businesses along 500 N. Milwaukee to create a block of Christmas as well as other businesses and residents in the downtown area. Many of them are decorating for us or allowing us to decorate their storefronts and even participating on-camera as background extras. The response has been welcoming and enthusiastic.

We have a relatively small footprint and always make a good faith effort to minimize disruption to neighboring businesses and residents. Any disruptions we do cause are brief and only in the way of safety and to make the Village look as beautiful as possible in the completed film.

As a thank you, we can offer Special Thanks credits for the Village and its staff, and we can feature the Village's logo in the film's end crawl. We can also include text in the credits and on IMDb that says the film was "shot on location in the Village of Libertyville," plus we can mention the Village and specific location partners in a press release that goes out to the greater Chicago media. Finally, we can share production stills and behind-the-scenes photos that could be used in Village newsletters and on social media when we start promoting the release.

Thank you for your time and consideration.

Sincerely,



Chris Charles, Producer

Exes of Christmas Past

Day 2
Monday, April 14, 2025

LOCATION CONTACTS

Chris Charles	Stephen Ruminski
Location Manager	Line Producer
[redacted]	[redacted]

LOCATION INFO

SET:

1) The Strip - (8:30am-11:30am)
500-532 N. Milwaukee Ave

2) Rolland's
500 N. Milwaukee Ave

3) JC Licht
118 N. Milwaukee Ave

4) Cook Park
413 N. Milwaukee Ave

5) The Strip - (7:00pm-10:00pm)
500-532 N. Milwaukee Ave

CREW PARKING:
Church St. Garage
123 W. Church St

AUX PARKING:
Lake St Garage
151 W Lake St

BASECAMP/ LUNCH:
Libertyville Civic Center - Room E
135 W Church St

TRUCK PARKING:
117-121, 133, 148 E Cook Ave

Exes of Christmas Past

Day 3
Tuesday, April 15, 2025

LOCATION CONTACTS

Chris Charles	Stephen Ruminski
Location Manager	Line Producer
[redacted]	[redacted]

LOCATION INFO

SET:

1) Firkin Alley - (9:00am-3:30pm)
515 N. Milwaukee Ave

2) Sweet Home Gelato
518 N. Milwaukee Ave

3) Conscious Cup
355 N. Milwaukee Ave

CREW PARKING:
Church St. Garage
123 W. Church St

AUX PARKING:
Lake St Garage
151 W Lake St

BASECAMP/ LUNCH:
Libertyville Civic Center - Room E
135 W Church St

TRUCK PARKING 1:
117-121, 133, 148 E Cook Ave

TRUCK PARKING 2:
107-120 W. Church St

Exes of Christmas Past

Day 4
Wednesday, April 16, 2025

LOCATION CONTACTS

Chris Charles	Stephen Ruminski
Location Manager	Line Producer
[redacted]	[redacted]

LOCATION INFO

SET:

1) The Strip - (9:30am - 12:30pm)
500-532 N. Milwaukee Ave

2) & 3) Furner Residence & Garage
150 Broadway St

CREW PARKING:
Church St. Garage
123 W. Church St

AUX PARKING:
Lake St Garage
151 W Lake St

BASECAMP/ LUNCH:
Libertyville Civic Center - Room E
135 W Church St

TRUCK PARKING 1:
117-121, 133, 148 E Cook Ave

TRUCK PARKING 2:
Alley between 1st St and Wright Ct; Broadway St between Wright Ct and Park Pl

EXES OF CHRISTMAS PAST

PARTICIPATING BUSINESSES

About Time Bookstore (shooting location) – 528 N Milwaukee Ave

As Above So Below (shooting location) – 524 N Milwaukee Ave

Clementine Early Childhood Community (support) – 526 N Milwaukee Ave

Conscious Cup Coffee Roasters (shooting location) – 355 N Milwaukee Ave

Firkin (shooting location @ Firkin Alley) – 515 N Milwaukee Ave

Hampton Inn & Suites Chicago-Libertyville (lodging) – 2061 Shell Dr

Improv Playhouse (extras) – 735 N Milwaukee Ave

JC Licht Benjamin Moore Paint & Decor Store Libertyville (shooting location) – 118 N Milwaukee Ave

Libertyville Bank & Trust Company (shooting location @ Firkin Alley) – 507 N Milwaukee Ave

Libertyville Civic Center (support) – 135 W Church St

MainStreet Libertyville, Inc. (support) – 150 E Cook Ave, Suite #102

Marigold & Edie Boutique (shooting location) – 512-514 N Milwaukee Ave

Morgan's Bar & Grill (shooting location) – 532 N Milwaukee Ave

Rolland's Jewelers (shooting location) – 500 N Milwaukee Ave

Sweet Home Gelato (shooting location) – 518 N Milwaukee Ave

Townee Square Restaurant (shooting location) – 508 N Milwaukee Ave

Agenda Item No. 7

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 8, 2025

Agenda Item: Continued Public Hearing – Proposed FY 2025-2026 Budget

Staff Recommendation: Conduct Public Hearing

Staff Contact: Denise Joseph, Director of Finance

Background: Pursuant to the requirements of the Illinois Municipal Code (65 ILCS 5/8-2-6), the Village of Libertyville is required to hold a public hearing prior to the adoption of its annual budget. In compliance with the Act, notice of the hearing was published in the Daily Herald on February 24, 2025. The hearing was held on March 11, 2025, and continued to March 25, 2025. The March 25, 2025, meeting was canceled, however in person notification was provided of continuance of the hearing to April 8, 2025.

The attachment to this supplement includes an overview of budgeted revenues and expenditures by fund along with projected fund balances.

Attachment

1. Fund Balance Report

VILLAGE OF LIBERTYVILLE
FUND BALANCE COMPARISON
(ALL FUNDS, WITH CAPITAL)

	FUND	4/30/2024 Audited Fund Balance	2024-2025 Projected Revenue (Unaudited)	2024-2025 Projected Expense* (Unaudited)	4/30/2025 Projected Fund Balance	2025-2026 Draft Budgeted Revenue	2025-2026 Draft Budgeted Expense*	4/30/2026 Projected Fund Balance	FY 2025-2026 Policy Amount	Surplus / (Deficiency)	Explanation of Target Amount
01	General Fund[1]	30,112,706	38,610,359	45,066,788	23,656,277	39,598,955	40,405,810	22,849,422	13,338,170	9,511,252	Seventeen percent (17%) of expenditures plus 60% of three year average sales tax revenue
02	Concord SSA	76,686	26,190	26,333	76,543	24,040	31,850	68,733	7,963	60,771	Twenty-five percent (25%) of annual operating expenses
03	Technology Enhancements for Police and Fire Fund	204,725	458,477	327,251	335,951	451,000	648,860	138,091	138,091	-	Current balance is policy amount
04	Fire Fund	11,686	519	1,000	11,205	100	3,000	8,305	750	7,555	Twenty-five percent (25%) of annual operating expenses
05	Foreign Fire Insurance Fund	201,652	91,414	90,000	203,066	87,244	140,000	150,310	35,000	115,310	Twenty-five percent (25%) of annual operating expenses
06	Timber Creek SSA	91,819	25,301	23,503	93,617	23,140	21,359	95,398	5,340	90,058	Twenty-five percent (25%) of annual operating expenses
07	Motor Fuel Tax Fund	4,506,196	1,083,508	1,020,000	4,569,704	1,367,270	1,297,000	4,639,974	683,635	3,956,339	Fifty (50%) of operating revenues
08	Debt Service Fund	1,349,879	2,926,019	2,835,385	1,440,513	2,853,160	2,837,160	1,456,513	1,456,513	-	Current balance is policy amount
09	TIF Fund	1,989,449	85,250	-	2,074,699	25,000	-	2,099,699	2,099,699	-	Current balance is policy amount
10	Non-Home Rule Sales Tax Fund	1,982,455	4,101,348	4,115,201	1,968,602	4,161,968	4,298,657	1,831,913	1,831,913	-	Current balance is policy amount
12	Impact Fee Fund	1,286,858	329,035	170,000	1,445,893	173,000	55,000	1,563,893	1,563,893	-	Current balance is policy amount
13	Hotel/Motel Tax Fund	634,844	507,057	655,885	486,016	483,430	481,205	488,241	97,801	390,440	Twenty-five percent (25%) of annual operating expenses
14	Commuter Parking Fund	400,296	250,098	196,851	453,543	247,217	219,855	480,905	54,964	425,941	Twenty-five percent (25%) of annual operating expenses
20	Utility Fund[3]	3,943,403	12,628,228	13,589,321	3,943,403	24,039,080	14,996,227	12,986,256	3,748,749	9,237,507	Three (3) months of operating expenses
21	Stormwater Sewer Fund[3]	8,616,660	3,832,071	4,782,162	7,666,569	10,411,848	11,082,656	6,995,761	778,118	6,217,643	Three (3) months of operating expenses
30	Vehicle Maint/Replacement Fund[2]	2,626,750	2,361,993	3,363,697	1,625,046	2,355,510	2,915,976	1,064,580	233,981	830,599	Three (3) months of operating expenses
31	Technology Equipment Replacement Fund[2]	282,543	1,078,785	1,014,478	346,850	1,089,660	1,157,680	278,830	232,429	46,401	Three (3) months of operating expenses
40	Project Fund	866,301	2,364,905	2,152,000	1,079,206	1,336,000	1,913,000	502,206	502,206	-	Current balance is policy amount
42	New Building Fund	8,616,266	7,574,325	1,800,000	14,390,591	24,313,286	17,750,000	20,953,877	20,953,877	-	Current balance is policy amount
45	Park Improvement Fund	511,013	4,197,947	3,813,300	895,660	1,424,500	975,000	1,345,160	1,345,160	-	Current balance is policy amount
46	Public Building Improvement Fund	521,679	1,024,800	778,003	768,476	860,000	1,096,530	531,946	531,946	-	Current balance is policy amount
55	Police Pension Fund	42,942,028	7,364,988	3,884,352	46,422,664	3,115,223	3,909,000	45,628,887	73,457,105	(27,828,218)	One hundred percent (100%) funded by April 30, 2040
56	Fire Pension Fund	39,627,273	6,667,096	2,848,008	43,446,361	2,676,012	2,947,830	43,174,543	62,582,834	(19,408,291)	One hundred percent (100%) funded by April 30, 2040
	TOTAL	**$ 151,403,167**	**$ 97,589,713**	**$ 92,553,518**	**$ 157,400,455**	**$ 121,116,643**	**$ 109,183,655**	**$ 169,333,443**	**$ 185,680,136**	**$ (16,346,693)**	

NOTES:

The purpose of this spreadsheet is to show the effects of budgeted revenues and expenditures / expenses on Fund Balances / Net Assets and to show progress towards meeting targets set for the individual funds. Final Fund Balance is determined annually as part of the VIllage's audit and completion of the Annual Comprehensive Financial Report.

**Expense totals include operating and capital transfers but omits depreciation*

[1] General Fund: Fund Balance includes cash minus accounts payable

[2] Fund Balance is the unrestricted net position in the fund

[3] Fund Balance is Current Assets less Current Liabilities

Updated 3/5/2025

Agenda Item No. 8

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 8, 2025

Agenda Item: Consideration of an Ordinance Adopting the Budget of the Village of Libertyville, County of Lake, State of Illinois for all Corporate Purposes, In Lieu of an Annual Appropriation Ordinance, for the Fiscal Year Commencing on the First Day of May 2025 and Ending on the Thirtieth Day of April, 2026

Staff Recommendation: Approve Ordinance

Staff Contact: Denise R. Joseph, Director of Finance

Background: The Village operates under the Budget Officer system and is required to adopt a budget ordinance prior to the start of each fiscal year. The proposed Fiscal Year 2025-26 Village Budget represents the input of the Village Board, the public, and Village staff during the budget preparation process which included budget workshops on March 1 and March 4, 2025, as well as a public hearing held on March 11 and continued to this meeting.

The proposed budget includes total revenues across all funds (not including Police and Fire Pensions) of $115,325,408 and total expenses (operating, capital, and operating transfers) of $102,326,825. **The Village's aggregate operating budget is fully balanced**.

The proposed budget document was distributed to the Village Board and has been available for public inspection at the Village Hall and on the Village website since February 20, 2025. Village staff would like to express their gratitude to the Village Board and the community for their support during the budget process.

Village staff recommends the Village Board adopt the attached ordinance.

Attachments:

1. Ordinance

VILLAGE OF LIBERTYVILLE

ORDINANCE NO.

AN ORDINANCE ADOPTING THE BUDGET OF
THE VILLAGE OF LIBERTYVILLE, COUNTY OF LAKE, STATE OF ILLINOIS
FOR ALL CORPORATE PURPOSES, IN LIEU OF AN ANNUAL APPROPRIATION
ORDINANCE, FOR THE FISCAL YEAR COMMENCING ON THE
FIRST DAY OF MAY 2025 AND ENDING ON THE THIRTIETH DAY OF APRIL 2026

Adopted by the
President and Board of Trustees
of
the Village of Libertyville
this 8th day of April, 2025.

Published in pamphlet form by
direction and authority of the
Village of Libertyville
Lake County, Illinois
This 8th day of April, 2025.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO.

AN ORDINANCE ADOPTING THE BUDGET OF
THE VILLAGE OF LIBERTYVILLE, COUNTY OF LAKE, STATE OF ILLINOIS
FOR ALL CORPORATE PURPOSES, IN LIEU OF AN ANNUAL APPROPRIATION
ORDINANCE, FOR THE FISCAL YEAR COMMENCING ON THE
FIRST DAY OF MAY 2025 AND ENDING ON THE THIRTIETH DAY OF APRIL 2026

WHEREAS, a tentative annual budget for the Village of Libertyville, County of Lake, State of Illinois, for the fiscal year ending April 30, 2026, upon which this budget ordinance is based, was heretofore duly prepared and made conveniently available for at least ten days prior to the adoption of this ordinance, all in accordance with the Budget Officer System adopted by Libertyville Ordinance No. 91-O-67; and

WHEREAS, the Board of Trustees of the Village of Libertyville, pursuant to notice duly published on February 24, 2025 in the *Daily Herald*, a newspaper published and having a general circulation within the Village of Libertyville, held a public hearing on March 11, 2025 and March 25, 2025, for the purpose of hearing and considering testimony regarding the tentative annual budget in accordance with Section 8-2-9.9 of the Illinois Municipal Code, 65 ILCS 5/8-2-9.; and

WHEREAS, all required or necessary revisions, alterations, increases or decreases in said tentative annual budget have since been made;

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

SECTION ONE: The foregoing recitals are incorporated herein and by this reference made a part hereof as findings of the President and Board of Trustees of the Village of Libertyville as if fully set forth.

SECTION TWO: The Budget for all corporate purposes of the Village of Libertyville,

County of Lake, State of Illinois, for the fiscal year commencing on the first day of May 2025 and ending on the thirtieth day of April 2026, as presented to the President and Board of Trustees of the Village of Libertyville on April 8, 2025, is incorporated herein by this reference and made a part hereof and is hereby adopted.

SECTION THREE: Pursuant to Section 8-2-9.4 of the Illinois Municipal Code, 65 ILCS 5/8-2-9.4, this ordinance shall be and hereby is adopted in lieu of the adoption of an annual appropriation ordinance, and the following amounts set forth the total amount of the appropriations budgeted for in the Budget adopted hereby for the various corporate purposes of the Village of Libertyville, County of Lake, State of Illinois:

For Corporate Fund:		
Administration/Finance	$1,902,646	
Engineering	$595,928	
Community Development	$3,194,725	
Police	$11,311,018	
Emergency Management Agency	$11,575	
Swimming Pool Operations	$578,216	
Senior Programs	$75,920	
Public Buildings	$300,441	
Legislative Boards	$124,830	
Central Business District Parking	$237,306	
Legal	$440,000	
Community Organizations	$327,465	
Capital Transfers	$3,088,000	
Subtotal		**$22,188,070**
For Fire Protection:		**11,258,428**
For Highways & Bridges:		
Maintenance	$1,655,778	
Snow Removal & Ice Control	$523,218	
Refuse & Recycling	$99,169	
Subtotal Highways & Bridges		**$2,278,165**

For Public Parks		**$2,137,066**
For Recreation System		**$2,544,081**
Total Corporate Fund		**$40,405,810**
For Motor Fuel Tax Fund		**$1,297,000**
For Commuter Parking Fund		**$219,855**
For Non-Home Rule Sales Tax Fund		**$4,298,657**
For Tax Increment Financing Fund		**$0**
For Fire Fund		**$3,000**
For Foreign Fire Insurance Fund		**$140,000**
For Water & Sanitary Sewer Utility Fund		**$14,996,227**
For Stormwater Sewer Fund		**$11,082,656**
For Special Service Area Funds:		
Timber Creek SSA	$21,359	
Concord at Interlaken SSA	$31,850	
Total Special Service Area Funds		**$53,209**
For Hotel/Motel Tax Fund		**$481,205**
For Bonded Indebtedness - General		**$2,837,160**
For Capital Improvement Funds:		
Impact Fee Fund	$55,000	
New Building Fund	$17,750,000	
Park Improvement Fund	$975,000	
Project Fund	$1,913,000	
Public Building Improvement Fund	$1,096,530	
Tech. Enh. For Police and Fire Fund	$648,860	
Total Capital Improvement Funds		**$22,438,390**
For Internal Service Funds:		
Vehicle/Fleet Maintenance	$2,915,976	
Technology Equipment	$1,157,680	
Total Internal Service Funds		**$4,073,656**
Total 2025-2026 Municipal Budget		**$102,326,825**

SECTION FOUR: The Village Clerk shall be, and hereby is, authorized and directed to file a certified copy of this ordinance, together with a full and complete copy of the Budget hereby adopted and the Chief Fiscal Officer's certified estimate of revenues by source, with the County Clerk of Lake County within 30 days following the adoption of this ordinance. This ordinance shall be in full force and effect upon passage and approval and publication in pamphlet form as required by law.

PASSED this 8th day of April, 2025

AYES:

NAYS:

ABSENT:

APPROVED

_____

Donna Johnson, Village President

ATTEST:

_____

Margaret Clark, Village Clerk

Agenda Item No. 9

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 8, 2025

Agenda Item: Consideration of an Ordinance Establishing Certain Annual Fees to be Charged by the Village of Libertyville for the Period of May 1, 2025 through April 30, 2026

Staff Recommendation: Approve Ordinance

Staff Contact: Denise R. Joseph, Director of Finance

Background: At the conclusion of the annual budget process and prior to the beginning of each fiscal year, the Village Board adopts an updated fee schedule for various municipal services. For FY 2025-26, beginning on May 1, 2025, the attached ordinance and fee schedule contain several notable revisions that were discussed as the Budget Workshop on March 1, 2025:

- Stormwater Sewer rate fee increase from $15 to $17 bi-monthly per IEU and from $15 to $17 bi-monthly per IDF, as recommended in the Stormwater Utility Feasibility and Rate study
- Utility rate fee increase of 10%-25% based on rate structure
- Sewer rate fee increase of 10%
- New Minimal Relief Fee of $250
- Revised Residential Variation fee from $300 to $350
- Minimum Permit Fees from $65 to $75
- Electrical Contractor Registration/License Exam (includes exam and initial license) - $100 combined fee (*from $60 application and $40 registration*)
- Annual Electrical Registration/License Renewal from $100 to $120

Staff recommends approving the attached ordinance to establish certain annual fees to be charged by the Village for the period of May 1, 2025 through April 30, 2026.

Attachments:

1. Ordinance
2. Fee Schedule

VILLAGE OF LIBERTYVILLE

ORDINANCE 25-O-

AN ORDINANCE ESTABLISHING CERTAIN ANNUAL FEES
TO BE CHARGED BY THE VILLAGE OF LIBERTYVILLE
FOR THE PERIOD OF MAY 1, 2025, THROUGH APRIL 30, 2026

Adopted by the
President and Board of Trustees
of
the Village of Libertyville
Lake County, Illinois
This 8th day of April, 2025.

Published in pamphlet form by
Direction and authority of the
Village of Libertyville
Lake County, Illinois
This 8th day of April, 2025

ORDINANCE NO. 25-O-

AN ORDINANCE ESTABLISHING CERTAIN ANNUAL FEES
TO BE CHARGED BY THE VILLAGE OF LIBERTYVILLE
FOR THE PERIOD OF MAY 1, 2025, THROUGH APRIL 30, 2026

WHEREAS, the Village President and Board of Trustees have determined that, for administrative and ease of reference purposes, it is appropriate to adopt an Annual Fee Resolution, which provides a schedule of certain Village fees, charges and fines for the fiscal year beginning May 1, 2025, and ending April 30, 2026; and

WHEREAS, the Village President and Board of Trustees have determined that adoption of this Resolution will serve and be in the best interest of the Village of Libertyville;

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

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

SECTION 2. Adoption. The fees, charges, and rates contained in the Annual Fee Ordinance's fee schedule for the period of May 1, 2025 through April 30, 2026, attached as **Exhibit A** to this Resolution, are hereby adopted pursuant to and in accordance with Section 1-19 of the "Libertyville, Illinois Municipal Code," as amended.

SECTION 3. Applicability. Each fee, charge, rate or regulatory measure set forth in this Resolution applies to the provisions of the corresponding section of the "Libertyville, Illinois Municipal Code," as amended, the "Libertyville Zoning Code", as amended, or other ordinances in which reference is made to the "Annual Fee Ordinance," an "ordinance of the Village Board of Trustees," an "ordinance adopted by the Village Board of Trustees," or that "a fee schedule has been established by ordinance." This Ordinance does not and will not apply to, or have any effect

on, any fee, charge, rate, or regulatory measure or any other amount for which there is not express reference to the "Annual Fee Ordinance," to an "ordinance of the Village Board of Trustees," to an "ordinance adopted by the Village Board of Trustees," or that "a fee schedule has been established by ordinance."

SECTION 4. Future Amendments. It is intended that the fees, charges, rates and regulatory measures set forth in this Ordinance will be reviewed periodically by the President and Village Board of Trustees. Accordingly, some or all of the provisions of this Ordinance may be amended from time to time. Each provision of this Ordinance will remain in full force and effect unless otherwise expressly provided or expressly amended by subsequent ordinance, in which case the amended provision will be immediately effective.

SECTION 5. Effective Date. This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner provided by law; provided, however, that the effective date shall not occur prior to May 1, 2025.

PASSED this 8th day of April, 2025.

AYES:

NAYS:

ABSENT:

APPROVED this 8th day of April, 2025.

_____

Donna Johnson, Village President

ATTEST:

_____

Margaret Clark, Village Clerk

EXHIBIT A

FEE SCHEDULE

EXHIBIT A – FY 2025-2026 Fee Schedule

ADMINISTRATION AND FINANCE DEPARTMENT	
Birth Certificate, first copy	10.00
Each additional copy	5.00
Death Certificate, first copy	12.00
Each additional copy	8.00
Death Certificate, postage	2.00
Death Certificate Corrections, first copy	6.00
Death Certificates, Corrections, each additional	4.00
Raffle License	60.00
Code Book	75.00
NSF Check Returned	25.00
Solicitors – to be paid concurrently:	
Individual	10.00
Organization, per year	50.00
Commuter Parking:	
Daily Fee	2.00
Residential Annual Permit	475.00
Non-resident Annual Permit	575.00
Convenience Permit	40.00
Replacement Permit	5.00
Employee Parking:	
Annual Permit	30.00
Newberry Lot Only	15.00
Replacement Permit Only	5.00
Downtown Resident Parking:	
Annual Permit	25.00
Replacement Permit	5.00
Valet Parking Per Location:	125.00
Photocopying, per page (after 50 pages)	.15
Certification of Document	2.00
Recycling/Environmental Fee (monthly)	1.00
Motor Vehicle Licenses	
Passenger vehicles and trucks having a gross weight less than eight thousand (8,000) pounds	30.00*
Trucks having a gross weight greater than eight thousand (8,000) pounds and motor buses	30.00*
Motorcycles/Motor Scooters	15.00*
Senior Citizen/Disabled	15.00*
Senior Benefit Access Program	5.00*
Antique Vehicle (displaying IL antique vehicle plate)	15.00*
**The above listed fees are valid if paid by April 30th of each year. Beginning May 1, the fees increase by $20.00*	*20.00 additional after April 30th*
Fleet Rate (single owner with more than 40 vehicles)	1,000.00
Six (6) months or less new resident or vehicle after November 1st	15.00
Transfer Fee/Replacement Sticker	1.00
Liquor Licenses:	
Class A	2,500.00
Class A-1	2,500.00
Class B	2,050.00
Class C	1,600.00
Class D	1,150.00

Class E	1,600.00
Class F	2,100.00
Class G	850.00
Liquor Licenses cont.	
Class G-1	1,000.00
Class H	50.00
Class I	No Fee
Class J	500.00
Class K	2,300.00
Class L BYO	500.00
Class L BYO2	250.00
Class M	2,100.00
Tasting Permit:	
Level 1 - 72 days per year	500.00
Level 2 - 12 days per year	125.00
Level 3 – Unlimited use of wine station	1,000.00
Initial Application Fee (non-refundable, will be credited toward applicant's license)	250.00
Initial License if issued Jan. 1-Apr. 30	50% of fee for Class
Amusement Devices:	
Per location	100.00
Plus, per amusement facility	50.00
Water/Sanitary Sewer/Stormwater Sewer Service:	
Water Service Deposit	200.00
Water Fixed Bi-monthly fee	$32.75
Tiered Rate Structure per 1,000 gallons:	
Tier 1 – Up to 4,000 gallons	$3.49
Tier 2 – 4,000 to 8,000 gallons	$7.63
Tier 3 – Over 8,000 gallons	$11.91
Water Senior/handicapped discount per two-month billing period	$6.50
Sanitary Sewer Fixed Bi-Monthly Fee	$13.76
Sanitary Sewer Unit Rate per 1,000 gallons	$8.45
Lake County Sewer Agreement charge per 1,000 gallons (included in unit rate above)	0.46
Sanitary Sewer Senior/handicapped discount per two-month billing period	$11.64
Utility service late payment penalty: Upon request 1 late fee may be waived per fiscal year	10%
Water Shut off Fee	50.00
Water Re-connection Fee	50.00
Note: Non-Village residents shall be charged double the identified water and sewer rates above	
Metered use from hydrants shall be charged at double the applicable minimum per thousand-gallon water rates above, plus an administrative fee of:	15%
Stormwater Sewer Bi-monthly fee per Equivalent Runoff Unit (ERU)	$ 17.00
Stormwater Sewer Bi-monthly fee per Intensity of Development Factor (IDF)	$ 17.00
Stormwater Sewer Senior discount per two-month billing period	5% of total bi-monthly stormwater utility fee assessment
Small Cell Wireless Facility Application:	
Application Fee (Up to Five on Existing Structure)	500.00
Application Fee for each SWF, in excess of five located on existing structure	100.00
New Pole	1,000.00
Public Alley Vacation Application Fee:	
Application Fee	$200.00

COMMUNITY DEVELOPMENT DEPARTMENT	
Planning:	
Variation: Residential district	350.00
Variation: Commercial, office, industrial or special district	550.00
Minimal Relief	$250.00
Text Amendment	550.00
Map Amendment: One (1) acre or less	550.00
Plus each additional acre	275.00
Special Use Permit and amendments: one (1) acre or less	550.00
Plus each additional acre	275.00
Planned Developments – Final plans, amendments one (1) acre or less	550.00
Plus each additional acre	275.00
Planned Developments – Adjustments to final plan	550.00
Site Plan Permits, amendments one (1) acre or less	300.00
Plus each additional acre	275.00
Annexation Agreement, amendment to annexation agreement: one (1) acre or less	550.00
Plus each additional acre	275.00
Preliminary subdivision plats five (5) acres or less	250.00
More than five (5) acres, up to ten (10) acres	350.00
More than ten (10) acres, up to twenty (20) acres	450.00
More than twenty (20) acres	550.00
Developer's Agreement	3,100.00
Plats of Consolidation	250.00
Staff review of exterior design applications	60.00
ARC – signage, rooftop screening, fencing, canopies, and awning applications	100.00
All other exterior design applications	200.00
Exterior design application & signage	300.00
Payment in lieu of required parking, per required space	20,000.00
Hawkers and Peddlers	200.00
Transient Merchants and Itinerant Merchants	200.00
Open Air Sales Permit	75.00
Temporary Outdoor Dining Permit (per season)	100.00
Building Division:	
Plan Review Fees: General review fee shall be the ICC/VOL average estimated construction cost of all labor and material based on ICC construction type and square foot area multiplied by:	0.0012
Minimum Fee	75.00
2nd Review	No charge
3rd review and each subsequent review, of original fee	50%
Special – elevator, lift, technical, etc. consultants fee, only, plus	75.00
Permit Fees: General permit fee shall be the ICC/VOL average estimated construction cost of all labor and material based on construction type and square foot area multiplied by:	0.013
Minimum fee per discipline	75.00
Renewal/cancellation (percent of original fee)	20%
Sign permit – minimum fee	75.00
Demolition permit for principal structure	2,500.00
Work without permit will double the general permit fee – minimum fee added	150.00
Inspection Fees: All Standard Inspections full or partial approval. First disapproval, per discipline	No charge
Second and each subsequent disapproval, per discipline	130.00
Not ready/Non-cancellation fee	130.00
Special inspection: elevator or technical consultant fee, plus	75.00

Hardscape and patio lot coverage	75.00
Bond inspection/administration fee	75.00
Inspections requested/required w/o active construction permits, per discipline minimum	130.00
Miscellaneous Fees:	
Stop work orders: Placard shall be removed only after this fee is paid	250.00
Building or temporary occupancy bond minimum	500.00
Work requiring certificate of occupancy (minimum)	1,500.00
Principal structure, new or demo (minimum)	5,000.00
Temporary certificate of occupancy monthly renewal (minimum)	250.00
Principal structure, new first, renewal	500.00
Second and each subsequent renewal	1,000.00
Electrical contractor registration/license exam: application and registration (includes examination and initial license)	100.00
Annual electrical registration/license renewal	120.00
Annual electrical registration/license renewal - late fee	60.00
Downtown garbage dumpster maintenance fee	875.00
PUBLIC WORKS DEPARTMENT	
Water and sewer sanitary fees: for water service upgrades, the following fees apply according to the fee schedule outlined below: • Water service connection upgrade fee is equal to the connection fee for the proposed service size minus a credit based on the size of the existing service (as measured at the water meter). For an existing 5/8" service, this credit shall be $1,200.00. For an existing ¾" service, the credit shall be $1,465.00. Exceptions to this are as follows: I. A water connection upgrade fee will not be charged to the property owner for the voluntary elimination of ¾" or 5/8" lead water service to upgrade to a maximum 1.5-inch copper service from the b-box to the home. Furthermore, if a property owner upgrades the water service, for the purpose of voluntarily eliminating the entire lead service line (from the waterman to the residence), the upgrade water connection fee will not be charged. This applies up to a maximum 1.5-inch copper service. The property owner shall be responsible for any construction costs and permit fees associated with the upgrade. II. Property owner will be charged water connection upgrade fee in the case of an addition and/or teardown of the property or an upgrade to a larger than 1.5" copper service as determined by the Village Administrator. • Sanitary sewer connection upgrade fee is equal to the sewer connection fee for the proposed water service size minus a sewer connection credit based on the size of the existing water service (as measured at the water meter). For an existing 5/8" water service, this sewer connection credit shall be $1,095.00. For an existing ¾" water service, the sewer connection credit shall be $1,315.00. Dwelling units not served with separate water service pipes:	
Water connection – per dwelling unit	850.00
Sewer connection – per dwelling unit	850.00
One inch: water connection	1,950.00
One inch: water tap-in charge	400.00
One inch: sewer connection	1,750.00
One and one-half inch: water connection	2,825.00
One and one-half inch: water tap-in charge	540.00
One and one-half inch: sewer connection	2,625.00
Two inch: water connection	4,570.00
Two inch: water tap-in charge	700.00

Two inch: sewer connection	4,370.00
Three inch: water connection	5,660.00
Three inch: administrative fee	30.00
Three inch: sewer connection	5,360.00
Four inch: water connection	9,050.00
Four inch: administrative fee	30.00
Four inch: sewer connection	8,850.00
Six inch: water connection	20,400.00
Six inch: administrative fee	30.00
Six inch: sewer connection	20,200.00
Water meter and construction use (5/8"x3/4" or ½") Sensus I-Pearl Water Meter	282.00
¾" Sensus I-Pearl Water Meter	340.00
1' Sensus I-Pearl Water Meter	375.00
1 ½' Sensus Omni C2 water meter	1,513.00
2" Sensus Omni C2 water meter	1,710.00
3" Sensus Omni C2 water meter	2,139.00
4" Sensus Omni C2 water meter	3,538.00
6" Sensus Omni C2 water meter	5,970.00
Lake County Sewer Connection Fee:	
New sanitary connections (in accordance with the provisions of the Agreement for Sewage Disposal under Ordinances 10-O-102 and 16-O-01)	1,580.00 per RCE For southeast central service area
Unmetered Water Fee for Construction:	
Single Family Dwelling	30.00
Multi-family building, per unit	20.00
Commercial/industrial, per sq. ft.	.03
RPZ Fire Hydrant Meter Deposit, Refundable:	3,500.00
Water Sample Collection & Analysis:	
Two (2) minimum required samples	292.00
Each additional sample	146.00
Engineering Division:	
Site development permit/watershed development fees:	
Permit filing fee – per acre	275.00 minimum
Plan review fees are based on a total estimated construction cost* of improvements to be inspected:	
(a) Minimum (for projects where estimated cost is less than $10,000)	200.00
(b) When the estimated cost is between $10,000 and $50,000	2.2% of estimated cost $1,100 plus
(c) When the total estimated cost exceeds $50,000	1.6% of the portions of estimated cost over $50,000
Inspection fees are based on total estimated construction cost* of improvements to be inspected:	
(a1) For major development: when the estimated cost is less than or equal to $500,000	3.2% of estimated cost
(a2) For minor development: when the estimated cost is less than or equal to $500,000	2.80% of estimated cost

(b) When the estimated cost is more than $500,000 and less than or equal to $1,000,000	16,000 plus 2.65% of the portion of estimated cost over $500,000
(d) When the estimated cost is more than $1,000,000	29,250 plus 2.15% of the portion of estimated cost over $1,000,000
*Plan Review and Inspection Fee calculations are based on the submitted cost information plus a contingency (10% is added to a contract cost amount, 25% is added to an Engineer's Estimate amount)	
Engineering permit fees (for site work and right-of-way work that does not require a SDP/WDP):	
Permit application fee (waived for the following projects): • No work in the public right-of-way • Only repair/maintenance within the public right-of-way	130.00
Appendix P plan review fee (for required detention volume)	130.00
Inspection fee	75.00 each
Re-inspection fees (for more than one inspection)	75.00 each
Minimum refundable cash deposit amount:	
- Street/Pavement	2,500.00
- Curb	1,500.00
- Sidewalk	500.00
- Parkway	250.00
Minimum refundable cash deposit amount for residential new construction	5,000.00
Minimum refundable cash deposit amount for commercial site construction *Cash deposits are held in accordance with the terms and conditions of the Engineering Division permit.*	5,000.00
Petitions to vacate rights-of-way	200.00
Plan Commission ZBA/Engineering Review: Plan review fee is the average estimated construction cost of all labor and materials based on fair market value multiplied by:	0.0013
Minimum fee	150.00 (100.00 per acre-not to exceed 1,300)
Re-review	No Charge
Review, second and each subsequent	50% of original fee

FIRE DEPARTMENT	
Annual Permit or event:	
Air-supported structure, temporary	60.00
Aerosol products, flammable and combustible	60.00
Assembly use groups (50 or more persons)	60.00

Amusement events (outdoors) per event	60.00
Automotive service station and repair garages	60.00
Bowling establishment pin refinishing and lane resurfacing	60.00
Calcium carbide storage	60.00
Combustible fibers storage	60.00
Combustible liquids, storage and handling	60.00
Combustible materials storage	60.00
Compressed gases, storage and handling	60.00
Corrosives	60.00
Crop ripening	60.00
Cryogenic liquids	60.00
Daycare Centers	60.00
Dust producing materials, explosion hazards	60.00
Education Use Groups	60.00
Explosives, ammunition and blasting agents	60.00
Fireworks (pyrotechnic display)	100.00
Flammable finishes, spraying application	60.00
Flammable finishes, dipping operations	60.00
Flammable liquids, storage and handling	60.00
Flammable solids	60.00
Fumigation and thermal insecticidal fogging (per event)	60.00
Licensed Group Homes	60.00
Hazardous materials, storage and handling	60.00
Hazardous production material facilities	60.00
Health hazard materials, storage and handling	60.00
Irritants	60.00
Liquefied petroleum gases, storage and handling	60.00
Lumber yards	60.00
Marine Service and Repair Garages	60.00
Matches, manufacture or storage of	60.00
Materials storage facilities	60.00
Open burning (ecological purposes)	60.00
Organic coatings, process	60.00
Organic peroxides	60.00
Ovens and furnaces, industrial type process	60.00
Oxidizers, liquid and solid	60.00
Pesticides, storage and handling	60.00
Pyrophoric materials	60.00
Radioactive materials	60.00
Recreational and sport vehicle service repair	60.00
Sensitizers	60.00
Tents, temporary (per tent)	60.00
Toxic solids and liquids and highly toxics	60.00
Unstable (reactive) chemicals, storage and handling	60.00
Vehicle wrecking yards	60.00
Waste material handling facilities	60.00
Water-reactive materials, storage and handling	60.00
Welding and cutting operations, electric or gas	60.00
Woodworking industrial facilities	60.00
Consolidated permit – one permit fee shall be required for each specific location that may be required	60.00
Contractor Certificate of Fitness Registration (valid for two (2) years: installation, repair maintenance and testing of fire alarm systems	125.00
Installation, repair maintenance and testing of fire pumps	125.00

Installation, repair maintenance and testing of fire suppression systems	125.00
Installation, repair, maintenance, recharging and testing of portable fire extinguishers	125.00
Installation, repair, maintenance and testing of elevators, escalators and platform lifts	125.00
Installation, removal, repair, maintenance and testing of above ground hazardous materials storage tanks	125.00
Installation, removal, repair, maintenance and testing of below ground hazardous material storage tanks	125.00
Handling of explosives	125.00
Installation, repair, maintenance and testing of hood and duct fire extinguishing system and components for cooking facilities	125.00
Towing vehicles from water or remote areas	1,200.00
Certificate of Fitness:	
The use of any explosive material	125.00
Installation, removal, or repair of above ground or underground storage tanks	125.00
Fire alarm or fire communications systems	125.00
Fire pumps	125.00
Fixed fire suppression systems/hood and duct systems	125.00
Hazardous materials storage or use	125.00
Portable fire extinguishers	125.00
Fire Protection Systems:	
Complete automatic fire detection system plan review, inspections and tests, per square foot of area coverage. Minimum fee $200.00	.10
Complete automatic fire sprinkler system plan review, inspections and tests, per sf of area coverage. Minimum fee $200.00	.10
Expedited plan review fee	Additional 10% of regular system plan review fee. Minimum of 50.00
Fire sprinkler system, per water flow alarm	150.00
Dry pipe fire sprinkler system, per system	150.00
Pre-action of deluge fire sprinkler system, per system	350.00
Water-spray fixed system, per system	150.00
Carbon dioxide extinguishing system, per system	150.00
Foam extinguishing system, per system	150.00
Halogenated extinguishing system, per system	150.00
Wet-chemical range hood extinguishing system, per system	150.00
Specialized extinguishing system, per system	150.00
Standpipe hose system, per floor	150.00
Manual Fire Alarm System (pull boxes), per floor (no limit on number of devices or detectors)	150.00
Smoke duct detectors, per each air distribution system (no limit on number of devices or detectors)	150.00
Individual area/local detectors or devices, per floor (no limit on number of devices or detectors)	150.00

All 13D residential systems	150.00
Buildings with multiple 13D residential systems (such as townhomes)	250.00/system
Site Plan – New Development	150.00
Life Safety Review:	
New construction/large scale remodel (greater than 15,000 square feet)	150.00
Small scale tenant finish/remodel (less than 15,000 square feet)	100.00
Alarm Fees	
Direct maintenance fee, per year	492.00
Direct connection fee, per connection	250.00
Radio Service Charge (in lieu of maintenance fee)	180.00
False alarms, per year:	
1-2	No Charge
3	50.00
4	75.00
5	100.00
6	125.00
7	150.00
8	175.00
9	200.00
10 or more	500.00
False alarms at government facilities 1-5	No Charge
6 or more, each	25.00
Trouble alarms at government facilities 1-5	No Charge
6 or more, each	10.00
False alarms caused during the use of governmental facility, each	100.00
Inspection Fees for Occupancy Inspections and Tests of New Fire Alarm, Fire Suppression, and/or Tank Installations:	
First visit	No Charge
Second visit	75.00
Third visit	100.00
Annual Inspection Fees:	
First inspection	No Charge
First re-inspection	No Charge
Second re-inspection	75.00
Third re-inspection	150.00
Fourth re-inspection	300.00
Fifth re-inspection	600.00
Note: Fees shall continue to double with each additional re-inspection that is required until compliance is met	
Ambulance Transportation Fees:	
Resident of Village or Fire District	
BLS:	1,200.00
ALS1:	1,300.00
ALS2:	1,400.00
Non-Resident	
BLS:	1,400.00
ALS1:	1,500.00
ALS2:	1,600.00
Fire/Rescue Reports, per page	2.00
Photographs, per request plus cost of photos	5.00

Video tape, per tape	12.00
Ambulance Transportation Mileage Fees	11.00 per mile
POLICE DEPARTMENT	
Regular accident, per report	5.00
Fatal accidents, per report	5.00
Pictures, plus cost of photo	5.00 (per CD)
Copies of video	12.00 (per DVD)
Tickets: Park on street, wrong side of street, parked where signs prohibit, private property contrary to signs, parked on sidewalk, parked on parkway, double parked and blocking driveway, parked too far from curb, backed into space, outside space markings, parked in parks after hours, running at large, no animal license, no rabies tag, no parking-yellow curb, other	25.00
Late Fee – if not paid within 10 days of date of issuance (plus original ticket cost)	75.00
Illegally parked in handicapped zone	250.00
Parking infringements committed within districts zoned C1 of those in violation of section 23-74 of this Code, in which case the fee shall be, for the first, second, third & fourth offenses, each	25.00
Late Fee – if not paid within 10 days of date of issuance (plus original ticket cost)	75.00
No valid Village vehicle sticker (ticket will be reduced to $50 if vehicle sticker is purchased prior to ticket due date)	100.00
Vehicle impoundment/immobilization device fee, per vehicle	100.00
Administrative fee when vehicle must be towed and contents inventoried	500.00
Private property traffic and ordinance enforcement agreement; preparation and recording	75.00
Fingerprinting: on request by resident or Libertyville business employee	No Charge
On request by non-resident	20.00
When required for licenses, permitting or ordinance compliance, with fee equal to amount charged by Illinois State Police for fingerprint check	20.00
Electronic fingerprinting and submittal to Illinois State Police pursuant to 105 ILCS 5/34-18.4 (schools, criminal history records checks) fee charged by IL State Police for fingerprint check plus	5.00
Massage Therapy License	50.00

PARKS AND RECREATION
Fees for parks and recreation programs and facility rentals are established by the publication of each seasonal registration guide.

MISCELLANEOUS FEES:	
Copies of:	
Zoning Code	30.00
Subdivision Code	25.00
Comprehensive Plan	50.00
Zoning Map	10.00
Village Maps	1.50
8x11, 8x14 copy – Per side	.15
Oversize copy – Per side	.15
Plats, plans – Per page	Actual Cost

Agenda Item No. 10

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 8, 2025

Agenda Item: Consideration of an Ordinance to Waive Competitive Bidding and Approve a Contract for Biosolids Dewatering & Disposal Services at the Wastewater Treatment Plant with Synagro Central, LLC

Staff Recommendation: Approve Ordinance

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

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Background: The current biosolids (sludge) management three-year contract with Synagro Central, LLC ("Synagro") for sludge dewatering and land application (disposal) services expires on April 30, 2025. Synagro continues to have a very successful long-term working relationship with the Village spanning over 25-years. Utilizing Synagro for these services results in a smooth and efficient operation and allows the treatment plant's staff to perform other necessary tasks. The expiring contract unit cost for sludge dewatering and disposal was $0.1050/gallon. Synagro has proposed a new unit price of $0.1091/gallon. This unit price increase of 3.9% is due to continued escalations in costs for trucking, fuel, prevailing wage labor rates and the polymers that are used in the dewater process and land application.

Due to the highly specialized nature of biosolids management, Synagro is the only regional company that can perform both on-site dewatering and off-site disposal services. Therefore, staff is proposing to waive the formal competitive bidding process and enter into a contract with Synagro to dewater and dispose of up to approximately 3,390,000 gallons of sludge at a unit price of $0.1091/gallon. The proposed contract price will be for a not-to-exceed amount of $370,000, which is equal to the amount of funds that are proposed in the Fiscal Year 2025/26 Annual Budget in the Wastewater Treatment Plant Operations (Account# 20-2022-5-718). Staff also included language in the contract for two possible one-year mutually agreeable extensions by both parties. The unit price for the sludge dewatering and disposal will be adjusted based on the annual CPI for each contract extension as defined in the contract.

Staff recommends approval of the attached ordinance to waive the competitive bidding process and approve the contract with Synagro Central, LLC for sludge dewatering and disposal services at the wastewater treatment plant in the not-to-exceed amount of $370,000 and authorize execution by the Village Administrator, subject to the appropriation of the necessary funds in the FY 2025/26 Annual Budget.

List of Attachments:
1. Ordinance
2. Contract

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 25-O-

AN ORDINANCE WAIVING COMPETITIVE BIDDING AND AUTHORIZING A CONTRACT WITH SYNAGRO CENTRAL, LLC FOR BIOSOLIDS DEWATERING & REMOVAL SERVICES AT THE WASTEWATER TREATMENT PLANT

Adopted by the
President and Board of Trustees
Of
The Village of Libertyville
Lake County, Illinois
This ____ day of _____, 2025.

Published in pamphlet form by direction
And authority of the Village of Libertyville
Lake County, Illinois
This ____ day of _____, 2025.

ORDINANCE NO. 22-O-

AN ORDINANCE WAIVING COMPETITIVE BIDDING AND AUTHORIZING A CONTRACT WITH SYNAGRO CENTRAL, LLC FOR BIOSOLIDS DEWATERING & REMOVAL SERVICES AT THE WASTEWATER TREATMENT PLANT

WHEREAS, The Village of Libertyville has contracted with Synagro Central, LLC ("Synagro") for biosolids (sludge) dewatering and removal services at the wastewater treatment plant for almost 25-years; and

WHEREAS, Synagro has proposed a new unit price of $0.1091/gallon for sludge dewatering and disposal services; and

WHEREAS, Synagro is the only regional company can provide both on-site dewatering and off-site land application (disposal) services at favorable competitive unit price; and

WHEREAS, the Village desires to enter into a contract with Synagro for biosolids dewatering and removal services in the amount of $370,000.00; and

WHEREAS, the contract will have two mutually agreeable one-year extensions with the current unit price increased by the consumer price index; and

WHEREAS, funding in the amount of $370,000 will be allocated in the FY 2025/26 Annual Budget in the wastewater treatment plant division sludge removal line item (Act.# 20-2022-5-718); and

WHEREAS, in order to enter into the contract, the President and Board of Trustees have determined that it is appropriate to waive competitive bidding for the contract; and

WHEREAS, the President and Board of Trustees have determined that it will serve and

be in the best interest of the Village to enter into the contract with Synagro for biosolids dewatering and removal services at the wastewater treatment plant.

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

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

SECTION 2. WAIVER OF COMPETITIVE BIDDING. The advertising and bidding requirements for the contract for biosolids dewatering and removal services at the wastewater treatment plant are hereby waived.

SECTION 3. APPROVAL OF CONTRACT. The contract by and between the Village and Synagro Central, LLC is hereby approved in an amount not to exceed $370,000, subject to the appropriation of the necessary funds in the FY 2025/26 Annual Budget and in the substantially form attached to this Ordinance as **Exhibit A**.

SECTION 4. EXECUTION OF CONTRACT. The Village Administrator and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the contract upon receipt by the Village Clerk of at least one original copy of the contract executed by Synagro Central, LLC, provided, however, that if the executed copy of the Agreement is not received by the Village Clerk within 60 days after the effective date of this Ordinance, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

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

SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage by a vote of two-thirds of the Board of Trustees and publication in pamphlet form in the manner provided by law.

PASSED this ____ day of _____, 2025.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2025.

_____
Donna Johnson, Village President

ATTEST:

_____
Margaret Clark, Village Clerk

EXHIBIT A

Contract by and between Synagro Central, LLC and the Village of Libertyville

VILLAGE OF LIBERTYVILLE
CONTRACT FOR
WWTP BIOSOLIDS MANAGEMENT SERVICES

Full Name of Bidder	Synagro Central, LLC
Principal Office Address	435 Williams Court, Suite 100, Baltimore, MD 21220
Contact Person	Will Walker, Area Sales Manager Telephone: 224-242-0666
E-mail:	wwalker@synagro.com

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

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. Insurance. Procure and furnish 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. (**Exhibit A**)

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

Work Schedule: If this Contract is accepted, Bidder agrees to commence Work following the Owner's acceptance of this Contract, provided that all required bonds and insurance certificates have been furnished to the Owner (the "Commencement Date"). Work will not be continuous but will occur when storage approaches capacity. The Owner shall provide at least 30 days' notice before requiring service. The contract term extends from May 1, 2025, to April 30, 2026.

Bid prices shall include all required insurance, permits, bonds, labor materials and shipping costs (including any additional charges for overtime or off-hour work). Any unforeseen work that may be revealed during the course of this project shall immediately be brought to the attention of the Village of Libertyville. The Village of Libertyville may then, at its sole discretion, allow the Contractor to submit a not to exceed time and material bid to alleviate the unforeseen work. Said work will be above and beyond the scope of this bid. The Village of Libertyville requires the breakdown of the various costs enumerated in the bid form be made a part of this bid package. Any bidder that does not fully provide all required information may be deemed to be a non-responsive bid at the sole discretion of the Village of Libertyville.

If mutually agreed upon by both parties, the contract may be renewed for up to two one-year additional extensions ultimately ending on April 30, 2028. The contract unit price will be adjusted based upon Exhibits C and D for each of the two possible one-year extensions.

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 (**Exhibit A**) until January 1, 2026 based on the specified CPI Adjustment in Exhibit C;
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 applicable federal, state, and local taxes related to the Work are included in the Schedule of Prices, with a not-to-exceed (NTE) annual contract price of $370,000.00.
    a. The Owner shall provide written notification via email to Synagro Central, LLC's local operations manager when the total invoiced amount reaches 90% of the NTE contract price. Upon reaching 95% of the NTE amount, Synagro shall cease all work and commence demobilization. Owner will continue to monitor processed gallons and ensure the 95% NTE amount is not exceeded. If the Owner provides written authorization prior to Synagro's demobilization, Synagro may continue operations beyond the 95% NTE threshold. In the event that authorization is not received before demobilization, Synagro shall only remobilize at the next scheduled event, defined as one-third (1/3) of the annual volume.

B. Time of Payment.

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

Provide invoice of services rendered as work 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.

Any properly formatted and submitted invoice amount not paid in full within thirty (30) days after the date of said invoice shall bear interest at the rate of one and one half percent (1.5%) per month on the unpaid balance thereof computed from the date of the invoice. If there are disputes regarding the contract, Customer agrees to promptly pay any undisputed amounts.

3. Finance Assurance

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

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

Additional Insured. *The Village of Libertyville, its officials, agents, employees and volunteers are to be covered as additional insureds* as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain

no special limitations on the scope of protection afforded to the Village of Libertyville, its officials, agents, employees and volunteers.

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

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

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

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

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

The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Libertyville. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.

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

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

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

a. Allowing work by Contractor or any subcontractor to start before receipt of Certificate Insurance **and** Additional Insured Endorsements.

b. Failure to examine, or demand correction of any deficiency, of any Certificate of Insurance **and** Additional Insured Endorsement received.

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

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

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

Verification of Coverage. Contractor shall furnish the Village of Libertyville 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"~~ (not applicable to the proposed Work).
- Contractual Liability
  - Contractual Liability coverage shall specifically include indemnification set below.

Workers' Compensation and Employers Liability

Limits shall not be less than:

▪ Employers Liability -	Each Accident-Injury	$500,000
▪ Employers Liability -	Each Employee-Disease	$500,000
▪ Employers Liability -	Disease-Policy	$500,000
▪ Workers' Compensation:	Statutory	

  - Such insurance shall evidence that coverage applies to the State of Illinois.

Automobile Liability

Limits shall not be less than:

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

Umbrella Liability

Limits shall not be less than:

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

Indemnity/Hold Harmless Provision. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village of Libertyville, its officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village of Libertyville, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village of Libertyville, its employees or agents, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village of Libertyville, its officials, employees and agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

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

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

4. 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. Contractor is responsible for providing the municipality with written documentation of their compliance with the Illinois prevailing wage statute and is responsible for any fines or penalties to the state of Illinois if they are found to be in violation of the prevailing wage act.

5. Acknowledgements

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

A. Reliance. Owner is relying on all warranties, representations and statements made by the Bidder in this Contract.

B. Reservation of Rights. Owner reserves the right to reject any and all bids, reserves the right to reject the low price bid, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract is accepted, Bidder shall be bound by each and every term, condition or provision contained in this Contract and in Owners written notification of acceptance in the included in the bound set of documents.

D. Remedies. Each of the rights and remedies reserved to Owner in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity in this Contract/Proposal.

E. Time. Time is of the essence of this Contract and, except where stated otherwise, reference in this Contract to days shall be construed to refer to calendar days.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

G. Severability. The provision of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provisions, not the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall in any way affected thereby.

H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder.

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

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

K. Relief for Force Majeure/Uncontrollable Circumstances; Change in Law. Neither Party shall be liable to the other Party for breach or for failure or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control,

including, but not limited to: fires; floods; strikes (except any strikes involving a Party's personnel); a change in Federal, State, or local law or ordinance; orders or judgments of any Federal, State or local court, administrative agency or governmental body; change in permit conditions or requirements; accidents; extreme weather conditions including, for example, hurricanes, tornadoes, unusually high amounts of precipitation, unusual extremes of temperature or wind, or unusually extended periods of adverse weather conditions; acts of war, aggression or terrorism (foreign or domestic); equipment failure (other than due to the inadequate maintenance thereof); and acts of God. It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute an act or occurrence beyond a Party's reasonable control: (i) reasonably anticipated weather conditions normal for the region in which the work is performed or (ii) any failure to pay any sums in accordance with the terms of this Contract. Whenever the provisions of this Section are believed to apply, the Party relying thereon shall give prompt notice to the other Party of the circumstances, the basis for applicability of this Section and the time required to cure such breach or delay. Contractor shall promptly provide notice of the need, if any, for additional compensation or for renegotiation of terms in order to mitigate the effects of such event or to comply with a change in law or regulation or interpretation thereof. Contractor shall be entitled to additional time and compensation if such event delays performance into a season different from that assumed when this Contract was executed. Contractor and Village shall use reasonable best efforts to agree on appropriate mitigating actions under the circumstances.

CONTRACT ACCEPTANCE

WWTP BIOSOLID MANAGEMENT SERVICES

The Contract attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Libertyville ("Owner") this ____ day of _____, 2025 with Synagro Central, LLC to perform Biosolid Management Services for an annual cost not to exceed $370,000.00.

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

Synagro Central, LLC:

By:

Name: Nick Caggiano
Title: Regional Vice President

Village of Libertyville:

By: _____

Name: Ms. Kelly A. Amidei
Title: Village Administrator

Exhibit A

Scope of Work and Price Schedule

Provide mobile dewatering of biosolids and transportation for land application

Price: $0.1091 per gallon

- Volume is estimated at 3,390,000 gallons annually
- Gallons processed shall be determined by owner based upon tank elevations prior to and post processing each day. The measurements and calculations shall be shared with Synagro. Synagro may provide at their own expense, but not required, an additional means of measuring volumes processed. If volumes calculated by the owner and determined by Synagro should vary more that 5%, then both parties shall mutually agree on the daily processed gallons.
- Owner maintains land application permit allowing for winter land application
- Synagro to dewater biosolids with belt press & haul material for land application and spread per the owner's land application permit
- Synagro reserves the right to recover demobilization and capital costs, in the event of no-fault termination on the contract by the Village.

Key elements of our pricing :

- *Mobilization:* Cost is included with pricing. Pricing is based on three events per year.

- Owner will provide uninterrupted ingress to and egress from the worksite for the entire duration of the project during all operating hours as needed.

- *Water & Power Source:* Owner will provide water (150gpm at 100psi), power (480v; 3-phase, 100 amps), sufficient clean (TSS of 1000 ppm or lower) water for belt washes and filtrate discharge within 100 feet at no cost.

- *Weather Related Lost Time:* Any lost days due to freezing or unworkable conditions can push back the completion schedule. Synagro will not be accountable for lost time due to weather.

- *Landfill Disposal:* If the product does not meet land application regulations or a force majeure event occurs, the Owner will be responsible for any additional costs. Any expanded scope of work required will be addressed through a formal change order.

- *Prevailing Wage:* This proposal is based upon current prevailing wage rates. An increase in prevailing wage rates may cause a pricing adjustment.
- *Restroom facilities provided by owner for Synagro use*

Exhibit B

Certificate of Insurance and Endorsements

Exhibit C

CPI Adjustment

All Agreement Prices shall be adjusted as follows:

All Agreement Prices shall be adjusted beginning on **January 1, 2026,** based on the Non-Seasonally AdjustedConsumer Price Index established by the United States Department of Commerce, Bureau of Labor Statistics for the Chicago-Naperville-Elgin area with the CPI immediately preceding the Commencement Date being the baseindex. Said adjustment shall apply to all fees contained herein, and shall be based on the following formula:

New Price = (Price Adjustment) x First Year Agreement Price

$$\text{Price Adjustment} = 1 + \left(\frac{\text{Current CPI - Base CPI}}{\text{Base CPI}}\right)$$

CPI =_____.

Base CPI =_____.

Once the CPI is available, the price adjustment shall take effect retroactively, where applicable, as of the dates specified above for price adjustments. No New Price shall ever be lower than any existing current Agreement Price in effect immediately before the annual adjustment.

Exhibit D

Fuel Adjustment

Fuel Surcharge Adjustment

All Agreement Prices shall be adjusted monthly for a fuel surcharge ("Fuel Surcharge Adjustment") to reflect any increased change in diesel fuel prices, in accordance with the table below, if the cost of retail on-highway diesel fuel (Department of Energy, Energy Information Administration – Midwest PADD 2) is at, or exceeds, $5.50 per gallon (Base Price).

The Fuel Surcharge Adjustment will be based on the following chart and the Retail On-Highway Diesel Price – Midwest PADD 2 as published by the U.S. Department of Energy's Energy Information Administration and will be applied to the then current fixed or unit fee, as applicable. The Fuel Surcharge Adjustment will be no more than once a calendar month beginning with the second calendar month following the Commencement of Services and shall be adjusted as of the first day of each month. Fuel Surcharge Adjustment will then be applied as follows:

Diesel Price $/Gallon - Note[1]	**Fuel Surcharge Adjustment %**
< $(Base Price)	None
Base Price to Base Price plus $.049	0.5 %
Base Price plus $0.05 to Base Price plus $0.099	1.0 %
Base Price plus $0.1 to Base Price plus $.0149	1.5 %

For each $0.05/gallon increase thereafter add 0.5%

EXAMPLE:

Base Price = $3.01 / Gallon

Diesel Price $/Gallon - Note[1]	**Fuel Surcharge Adjustment %**
≤ $3.00 (Base Price)	None
$3.01 - $3.049	0.5 %
$3.05 - $3.099	1. %
$3.10 - $3.149	1.5 %

Note 1 - Fuel Rate based on DOE EIA monthly retail on-highway diesel prices

Agenda Item No. 11

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 8, 2025

Agenda Item: Consideration of a Resolution to Approve a Contract with Campanella & Sons, Inc. for the 2025 Watermain Replacement Program

Staff Recommendation: Approve Resolution

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

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Background: The Fiscal Year 2025/26 Annual Budget includes funding for the annual watermain replacement program, which this year will consist of the replacement of existing watermains along Woodland Road and Peterson Road (from Sunnyview Rd. to Cass Ave.). The existing watermain at both locations experiences regular maintenance issues (breaks). The Village's consultant Gewalt Hamilton Associates prepared plans for new watermain, valves and hydrants at these two locations, which also includes storm sewer work and lead service replacement work. An alternate scope was included in the bid documents to include a crucial watermain crossing underneath the Bull Creek culvert at Peterson Rd. Sealed bids were received on March 13, 2025, with Campanella & Sons, Inc. providing the lowest bid at $2,053,778.10 (including alternate #1). The Summary of Bids is listed below:

Contractor	*Base Bid*	*Base Bid + Alternate #1*
Campanella & Sons, Inc.	$1,900,222.70	**$2,053,778.10**
Berger Excavating Contractors Inc.	$2,045,176.10	$2,249,165.30
Engineer's Estimate	$2,048,275.00	$2,213,255.00
Trine	$2,123,276.00	$2,265,560.00
Bolder Contractors	$2,169,190.00	$2,344,095.00
Martam	$2,236,875.00	$2,384,388.00
ALamp Concrete Contractors	$2,354,945.00	$2,518,838.00
Mauro Sewer Construction	$2,563,770.00	$2,736,185.00

There are sufficient funds in the Fiscal Year 2025/26 Annual Budget for this project. Most of the project will be supported by the Utility Capital Improvement Fund using both the "Annual Watermain Replacement Program" (Act.# 20-2024-6-795) and "Residential Lead Service Line Replacement" (Act.# 20-2024-6-781) line items. The storm sewer work will be funded by the Stormwater Fund using the "Miscellaneous Storm Sewer Improvements" (Act.# 21-2121-6-790) line item.

Staff recommends approval of the attached resolution to approve the contract with Campanella & Sons, Inc. in the amount of $2,053,778.10 (including alternate #1) for the 2025 Watermain Replacement Program and authorize execution of the contract by the Village Administrator.

Attachments:
1. Resolution
2. Bid Tabulation
3. Bid Award Recommendation Letter
4. Location Map
5. CIP Project Sheet

RESOLUTION 25-R-

A RESOLUTION TO AWARD A CONTRACT TO
CAMPANELLA & SONS, INC. FOR THE
2025 WATERMAIN REPLACEMENT PROGRAM

WHEREAS, The Village of Libertyville's ("Village") FY 2025/26 Annual Budget has sufficient funds in the Utility Capital Improvements Fund (Accounts #20-2024-6-795 & 20-2024-6-781) and Stormwater Sewer Fund (Account # 21-2121-6-790) for watermain replacement and associated improvements along Woodland Road and Peterson Road; and

WHEREAS, the Village's consultant Gewalt Hamilton Associates prepared final plans/specifications and bidding documents for the project; and

WHEREAS, the Village opened competitive contractor bids on March 13, 2025; and

WHEREAS, Campanella & Sons, Inc. was determined to be the lowest responsive competitive bidder in the amount of $2,053,778.10.

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

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

SECTION 2: Approval of Contract. The Board of Trustees hereby approves the Contract with Campanella & Sons Inc. for the 2025 Watermain Replacement Program in the amount of $2,053,778.10, which includes alternate #1.

SECTION 3: Execution of Contract. The Village Administrator is hereby authorized to execute the Contract with Campanella & Sons Inc. for the 2025 Watermain Replacement Program.

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

PASSED this___ day of _____, 2025.

AYES:

NAYS:

ABSENT:

APPROVED this___ day of _____, 2025.

_____
Donna Johnson, Village President

ATTEST:

_____
Margaret Clark, Village Clerk

GHA GEWALT HAMILTON ASSOCIATES, INC.

Client:	Village of Libertyville
Project:	Libertyville 2025 Water Main Replacement
GHA Project No:	4593.007
Project Manager:	Wadee Rafati
Bid Opening Date:	3/13/2025
Bid Opening Time:	10:00 AM
Bid Opening Location:	200 E Cook Ave, Libertyville

BASE BID TABULATION

				Engineer's Estimate of Probable Cost		Campanella & Sons, Inc.		Berger Excavating Contractors, Inc.		Trine Construction		Bolder Contractors		Martam Construction, Inc.		A Lamp Concrete Contractors, Inc.		Mauro Sewer Construction, Inc.	
Item No.	Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Root Pruning (Special)	500.0	FT	$8.00	$4,000.00	$5.00	$2,500.00	$6.00	$3,000.00	$0.01	$5.00	$5.00	$2,500.00	$6.00	$3,000.00	$10.00	$5,000.00	$12.00	$6,000.00
2	Tree and Landscape Material Protection (Special)	900.0	FT	$10.00	$9,000.00	$4.50	$4,050.00	$5.50	$4,950.00	$0.01	$9.00	$3.00	$2,700.00	$7.00	$6,300.00	$1.00	$900.00	$8.00	$7,200.00
3	Trench Backfill (Special)	2,550.0	CY	$45.00	$114,750.00	$97.85	$249,517.50	$0.01	$25.50	$73.90	$188,445.00	$50.00	$127,500.00	$59.00	$150,450.00	$1.00	$2,550.00	$50.00	$127,500.00
4	Erosion and Sediment Control (Special)	1.0	LSUM	$25,000.00	$25,000.00	$500.00	$500.00	$7,500.00	$7,500.00	$8,625.00	$8,625.00	$1,000.00	$1,000.00	$4,500.00	$4,500.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
5	General Landscape Restoration (Special)	3,880.0	SY	$15.00	$58,200.00	$9.50	$36,860.00	$12.50	$48,500.00	$0.01	$38.80	$6.00	$23,280.00	$11.50	$44,620.00	$14.00	$54,320.00	$16.00	$62,080.00
6	Inlet Filters	25.0	EA	$250.00	$6,250.00	$225.00	$5,625.00	$250.00	$6,250.00	$317.06	$7,926.50	$50.00	$1,250.00	$285.00	$7,125.00	$15.00	$375.00	$300.00	$7,500.00
7	Perimeter Erosion Barrier	100.0	FT	$5.00	$500.00	$12.00	$1,200.00	$6.00	$600.00	$6.61	$661.00	$12.00	$1,200.00	$15.00	$1,500.00	$5.00	$500.00	$20.00	$2,000.00
8	Clearing and Brushing (Special)	1.0	LSUM	$10,000.00	$10,000.00	$6,000.00	$6,000.00	$3,200.00	$3,200.00	$0.01	$0.01	$2,000.00	$2,000.00	$10,000.00	$10,000.00	$5,000.00	$5,000.00	$20,000.00	$20,000.00
9	Exploratory Excavation, Paved Area <10' Depth (Special)	50.0	CY	$200.00	$10,000.00	$82.00	$4,100.00	$1.00	$50.00	$0.01	$0.50	$100.00	$5,000.00	$88.00	$4,400.00	$76.00	$3,800.00	$150.00	$7,500.00
10	Exploratory Excavation, Non-Paved Area <10' Depth (Special)	100.0	CY	$150.00	$15,000.00	$82.00	$8,200.00	$0.75	$75.00	$0.01	$1.00	$50.00	$5,000.00	$106.00	$10,600.00	$76.00	$7,600.00	$100.00	$10,000.00
11	Subbase Granular Material, Type B 3"	250.0	SY	$12.00	$3,000.00	$22.25	$5,562.50	$19.25	$4,812.50	$17.25	$4,312.50	$5.00	$1,250.00	$16.00	$4,000.00	$8.75	$2,187.50	$20.00	$5,000.00
12	Subbase Granular Material, Type B 4"	70.0	SY	$15.00	$1,050.00	$29.25	$2,047.50	$24.00	$1,680.00	$23.00	$1,610.00	$6.00	$420.00	$18.00	$1,260.00	$13.50	$945.00	$50.00	$3,500.00
13	Supplemental Watering	50.0	UNIT	$25.00	$1,250.00	$10.00	$500.00	$75.00	$3,750.00	$1.15	$57.50	$1.00	$50.00	$1.00	$50.00	$100.00	$5,000.00	$150.00	$7,500.00
14	Class D Patches, Type IV, 6 Inch	1,955.0	SY	$60.00	$117,300.00	$43.70	$85,433.50	$54.00	$105,570.00	$80.50	$157,377.50	$35.00	$68,425.00	$73.00	$142,715.00	$62.00	$121,210.00	$65.00	$127,075.00
15	Class D Patches, Type IV, 12 Inch	980.0	SY	$90.00	$88,200.00	$80.40	$78,792.00	$0.01	$9.80	$155.25	$152,145.00	$74.00	$72,520.00	$144.00	$141,120.00	$121.00	$118,580.00	$140.00	$137,200.00
16	Hot-Mix Asphalt Surface Removal, 2"	1,110.0	SY	$10.00	$11,100.00	$8.00	$8,880.00	$8.00	$8,880.00	$9.20	$10,212.00	$12.00	$13,320.00	$13.00	$14,430.00	$7.75	$8,602.50	$16.00	$17,760.00
17	HMA Surface, 2" (Special)	1,110.0	SY	$30.00	$33,300.00	$17.80	$19,758.00	$14.78	$16,405.80	$18.40	$20,424.00	$12.00	$13,320.00	$14.00	$15,540.00	$13.75	$15,262.50	$16.00	$17,760.00
18	Portland Cement Concrete Sidewalk, 5"	2,000.0	SF	$12.00	$24,000.00	$13.90	$27,800.00	$14.00	$28,000.00	$12.08	$24,160.00	$16.00	$32,000.00	$16.00	$32,000.00	$12.25	$24,500.00	$13.00	$26,000.00
19	Sidewalk Removal (Special)	2,000.0	SF	$3.00	$6,000.00	$1.30	$2,600.00	$1.50	$3,000.00	$2.30	$4,600.00	$3.00	$6,000.00	$2.00	$4,000.00	$2.25	$4,500.00	$3.00	$6,000.00
20	Combination Curb and Gutter Removal, Type Varies (Special)	430.0	FT	$10.00	$4,300.00	$18.60	$7,998.00	$5.50	$2,365.00	$11.50	$4,945.00	$10.00	$4,300.00	$16.00	$6,880.00	$10.50	$4,515.00	$25.00	$10,750.00
21	Combination Concrete Curb and Gutter, Type Varies (Special)	430.0	FT	$55.00	$23,650.00	$48.40	$20,812.00	$40.50	$17,415.00	$63.25	$27,197.50	$68.00	$29,240.00	$51.00	$21,930.00	$54.00	$23,220.00	$80.00	$34,400.00
22	Pipe to be Removed (Special)	200.0	FT	$25.00	$5,000.00	$41.35	$8,270.00	$29.00	$5,800.00	$22.63	$4,526.00	$6.00	$1,200.00	$13.00	$2,600.00	$1.00	$200.00	$35.00	$7,000.00
23	Storm Sewers, Type 1, Water Main Quality, 8" (Special)	50.0	FT	$165.00	$8,250.00	$132.00	$6,600.00	$95.00	$4,750.00	$96.90	$4,845.00	$200.00	$10,000.00	$88.00	$4,400.00	$135.00	$6,750.00	$100.00	$5,000.00
24	Storm Sewers, Type 1, Water Main Quality, 12" (Special)	40.0	FT	$180.00	$7,200.00	$150.90	$6,036.00	$107.00	$4,280.00	$122.83	$4,913.20	$220.00	$8,800.00	$186.00	$7,440.00	$166.00	$6,640.00	$125.00	$5,000.00
25	Storm Sewers, Type 1, Water Main Quality, 15" (Special)	25.0	FT	$200.00	$5,000.00	$220.95	$5,523.75	$190.00	$4,750.00	$155.08	$3,877.00	$240.00	$6,000.00	$244.00	$6,100.00	$269.00	$6,725.00	$150.00	$3,750.00
26	Storm Sewers, Type 1, Water Main Quality, 18" (Special)	15.0	FT	$250.00	$3,750.00	$448.50	$6,727.50	$225.00	$3,375.00	$256.72	$3,850.80	$250.00	$3,750.00	$388.00	$5,820.00	$342.00	$5,130.00	$250.00	$3,750.00
27	Storm Sewer Connection (Special)	10.0	EA	$900.00	$9,000.00	$722.10	$7,221.00	$525.00	$5,250.00	$2,546.25	$25,462.50	$500.00	$5,000.00	$680.00	$6,800.00	$1,350.00	$13,500.00	$2,000.00	$20,000.00
28	Sanitary Sewers, Type 1, Water Main Quality, 8" (Special)	30.0	EA	$160.00	$4,800.00	$177.35	$5,320.50	$209.00	$6,270.00	$705.48	$21,164.40	$250.00	$7,500.00	$214.00	$6,420.00	$277.00	$8,310.00	$500.00	$15,000.00
29	Sanitary Sewer Connection (Special)	2.0	EA	$750.00	$1,500.00	$656.75	$1,313.50	$565.00	$1,130.00	$5,247.75	$10,495.50	$500.00	$1,000.00	$860.00	$1,720.00	$1,300.00	$2,600.00	$2,500.00	$5,000.00
30	Ductile Iron Water Main, Class 52, 6" (Special)	155.0	FT	$140.00	$21,700.00	$122.34	$18,962.70	$190.00	$29,450.00	$99.43	$15,411.65	$210.00	$32,550.00	$148.00	$22,940.00	$163.00	$25,265.00	$100.00	$15,500.00
31	Ductile Iron Water Main, Class 52, 8" (Special)	2,010.0	FT	$150.00	$301,500.00	$111.70	$224,517.00	$197.00	$395,970.00	$150.36	$302,223.60	$210.00	$422,100.00	$166.00	$333,660.00	$166.00	$333,660.00	$177.00	$355,770.00
32	Ductile Iron Water Main, Class 52, 12" (Special)	1,585.0	FT	$160.00	$253,600.00	$155.20	$245,992.00	$281.00	$445,385.00	$215.41	$341,424.85	$219.00	$347,115.00	$194.00	$307,490.00	$232.00	$367,720.00	$235.00	$372,475.00
33	Polywrap Water Main (Special)	3,750.0	FT	$1.50	$5,625.00	$1.60	$6,000.00	$1.25	$4,687.50	$1.50	$5,625.00	$1.00	$3,750.00	$1.00	$3,750.00	$1.65	$6,187.50	$2.00	$7,500.00
34	Water Valves 6" in 60" Valve Vault (Special)	1.0	EA	$7,500.00	$7,500.00	$8,640.00	$8,640.00	$7,000.00	$7,000.00	$6,641.95	$6,641.95	$10,000.00	$10,000.00	$8,800.00	$8,800.00	$8,850.00	$8,850.00	$5,500.00	$5,500.00
35	Water Valves 8" Water Valves 8" In 60" Valve Vault (Special)	6.0	EA	$8,000.00	$48,000.00	$9,449.95	$56,699.70	$8,450.00	$50,700.00	$7,435.00	$44,610.00	$11,000.00	$66,000.00	$9,800.00	$58,800.00	$9,600.00	$57,600.00	$6,500.00	$39,000.00
36	Water Valves 12" In 60" Valve Vault (Special)	3.0	EA	$10,000.00	$30,000.00	$11,630.20	$34,890.60	$10,800.00	$32,400.00	$9,638.96	$28,916.88	$13,000.00	$39,000.00	$12,680.00	$38,040.00	$12,000.00	$36,000.00	$11,000.00	$33,000.00
37	Ductile Iron Water Main Fittings & Accessories (Special)	1,000.0	LBS	$15.00	$15,000.00	$11.15	$11,150.00	$8.00	$8,000.00	$0.01	$10.00	$15.00	$15,000.00	$8.00	$8,000.00	$1.00	$1,000.00	$15.00	$15,000.00
38	Fire Hydrants to be Removed (Special)	8.0	EA	$750.00	$6,000.00	$1,256.00	$10,048.00	$985.00	$7,880.00	$509.25	$4,074.00	$900.00	$7,200.00	$1,120.00	$8,960.00	$750.00	$6,000.00	$650.00	$5,200.00
39	Salvage Existing Valve Box (Special)	1.0	LSUM	$6,000.00	$6,000.00	$10,400.00	$10,400.00	$5,500.00	$5,500.00	$254.63	$254.63	$5,000.00	$5,000.00	$7,500.00	$7,500.00	$18,825.00	$18,825.00	$5,000.00	$5,000.00
40	Fire Hydrant Complete (Special)	11.0	EA	$9,000.00	$99,000.00	$8,921.00	$98,131.00	$8,800.00	$96,800.00	$9,501.45	$104,515.95	$12,000.00	$132,000.00	$11,620.00	$127,820.00	$10,850.00	$119,350.00	$10,000.00	$110,000.00
41	Connection to Existing Water Main (Non Pressure) (Special)	8.0	EA	$5,000.00	$40,000.00	$3,639.00	$29,112.00	$6,200.00	$49,600.00	$5,092.50	$40,740.00	$10,000.00	$80,000.00	$3,680.00	$29,440.00	$4,550.00	$36,400.00	$10,000.00	$80,000.00
42	Water Service Connection, Long Side (up to 2 Inches)	24.0	EA	$5,500.00	$132,000.00	$5,618.05	$134,833.20	$5,650.00	$135,600.00	$4,624.32	$110,983.68	$4,600.00	$110,400.00	$4,980.00	$119,520.00	$7,550.00	$181,200.00	$5,000.00	$120,000.00
43	Water Service Connection, Short Side (up to 2 Inches)	25.0	EA	$4,000.00	$100,000.00	$5,273.15	$131,828.75	$3,500.00	$87,500.00	$3,775.57	$94,389.25	$3,500.00	$87,500.00	$4,160.00	$104,000.00	$5,125.00	$128,125.00	$4,000.00	$100,000.00
44	Adjusting Sanitary/Storm Services (Special)	540.0	FT	$100.00	$54,000.00	$120.00	$64,800.00	$85.00	$45,900.00	$0.01	$5.40	$30.00	$16,200.00	$77.00	$41,580.00	$176.00	$95,040.00	$50.00	$27,000.00
45	Cut and Cap Water Main (Special)	8.0	EA	$2,500.00	$20,000.00	$1,722.00	$13,776.00	$3,400.00	$27,200.00	$509.25	$4,074.00	$1,000.00	$8,000.00	$1,660.00	$13,280.00	$825.00	$6,600.00	$2,000.00	$16,000.00
46	Removing and Resetting Street Signs (Special)	12.0	EA	$350.00	$4,200.00	$250.00	$3,000.00	$300.00	$3,600.00	$143.75	$1,725.00	$300.00	$3,600.00	$320.00	$3,840.00	$200.00	$2,400.00	$400.00	$4,800.00
47	Street Sweeping (Special)	40.0	EA	$250.00	$10,000.00	$50.00	$2,000.00	$450.00	$18,000.00	$0.01	$0.40	$250.00	$10,000.00	$380.00	$15,200.00	$100.00	$4,000.00	$1,200.00	$48,000.00
48	Traffic Control and Protection, Woodland Drive (Special)	1.0	LSUM	$22,000.00	$22,000.00	$4,400.00	$4,400.00	$4,000.00	$4,000.00	$6,325.00	$6,325.00	$50,000.00	$50,000.00	$60,000.00	$60,000.00	$87,000.00	$87,000.00	$135,000.00	$135,000.00
49	Traffic Control and Protection, Peterson Road (Special)	1.0	LSUM	$60,000.00	$60,000.00	$4,600.00	$4,600.00	$80,000.00	$80,000.00	$54,710.00	$54,710.00	$50,000.00	$50,000.00	$80,000.00	$80,000.00	$155,900.00	$155,900.00	$250,000.00	$250,000.00
50	Mobilization	1.0	LSUM	$100,000.00	$100,000.00	$49,000.00	$49,000.00	$123,000.00	$123,000.00	$200,462.58	$200,462.58	$130,000.00	$130,000.00	$100,000.00	$100,000.00	$141,250.00	$141,250.00	$15,000.00	$15,000.00
51	Thermoplastic Pavement Marking - Line 6"	1,400.0	FT	$5.00	$7,000.00	$3.50	$4,900.00	$5.00	$7,000.00	$4.03	$5,642.00	$2.50	$3,500.00	$4.00	$5,600.00	$2.00	$2,800.00	$5.00	$7,000.00
52	Thermoplastic Pavement Marking - Line 12"	250.0	FT	$8.00	$2,000.00	$6.00	$1,500.00	$10.00	$2,500.00	$8.05	$2,012.50	$5.00	$1,250.00	$7.50	$1,875.00	$4.00	$1,000.00	$8.00	$2,000.00
53	Line Stop, 8" (Special)	1.0	EA	$10,000.00	$10,000.00	$11,260.00	$11,260.00	$9,500.00	$9,500.00	$4,800.00	$4,800.00	$10,200.00	$10,200.00	$7,640.00	$7,640.00	$7,500.00	$7,500.00	$9,000.00	$9,000.00
54	Line Stop, 12" (Special)	1.0	EA	$12,000.00	$12,000.00	$12,260.00	$12,260.00	$14,500.00	$14,500.00	$7,300.00	$7,300.00	$13,800.00	$13,800.00	$9,310.00	$9,310.00	$8,500.00	$8,500.00	$13,000.00	$13,000.00
55	Abandon Existing Water Main (Special)	50.0	CY	$750.00	$37,500.00	$747.15	$37,357.50	$420.00	$21,000.00	$345.00	$17,250.00	$400.00	$20,000.00	$333.00	$16,650.00	$200.00	$10,000.00	$350.00	$17,500.00
56	Inlets, Type A, Type 1 Frame, Open Lid	1.0	EA	$3,500.00	$3,500.00	$2,554.00	$2,554.00	$2,260.00	$2,260.00	$2,525.50	$2,525.50	$4,000.00	$4,000.00	$2,260.00	$2,260.00	$3,125.00	$3,125.00	$1,850.00	$1,850.00
57	Catch Basin, Type C, Type 11 Frame and Grate	1.0	EA	$1,200.00	$1,200.00	$3,380.00	$3,380.00	$2,650.00	$2,650.00	$2,818.75	$2,818.75	$4,500.00	$4,500.00	$2,480.00	$2,480.00	$3,275.00	$3,275.00	$2,250.00	$2,250.00
58	Catch Basin, Type A, 4'-Diameter, Type 11 Frame and Grate	1.0	EA	$6,000.00	$6,000.00	$5,185.00	$5,185.00	$4,600.00	$4,600.00	$4,558.75	$4,558.75	$7,000.00	$7,000.00	$5,360.00	$5,360.00	$5,000.00	$5,000.00	$6,000.00	$6,000.00
59	Manhole, Type A, 4'-Diameter, Type 1 Frame and Lid	1.0	EA	$6,000.00	$6,000.00	$5,437.00	$5,437.00	$4,500.00	$4,500.00	$4,466.75	$4,466.75	$7,000.00	$7,000.00	$5,160.00	$5,160.00	$5,400.00	$5,400.00	$5,000.00	$5,000.00
60	Utility Structure to be Removed	2.0	EA	$800.00	$1,600.00	$882.00	$1,764.00	$650.00	$1,300.00	$291.00	$582.00	$900.00	$1,800.00	$550.00	$1,100.00	$700.00	$1,400.00	$1,000.00	$2,000.00
61	Remove Valve Box (Special)	2.0	EA	$500.00	$1,000.00	$579.00	$1,158.00	$285.00	$570.00	$169.75	$339.50	$800.00	$1,600.00	$350.00	$700.00	$250.00	$500.00	$600.00	$1,200.00
62	Remove Valve Vault (Special)	4.0	EA	$1,500.00	$6,000.00	$882.00	$3,528.00	$745.00	$2,980.00	$291.00	$1,164.00	$900.00	$3,600.00	$550.00	$2,200.00	$600.00	$2,400.00	$1,000.00	$4,000.00
63	Auger and Jack Steel Casing, 24" (Special)		FT	$75.00	$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
64	Water Main in Casing, 12" (Special)		FT	$16,000.00	$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
65	Lead Water Service Replacement (Special)	1.0	EA	$8,000.00	$8,000.00	$21,410.00	$21,410.00	$12,000.00	$12,000.00	$10,805.22	$10,805.22	$10,000.00	$10,000.00	$16,200.00	$16,200.00	$17,250.00	$17,250.00	$16,000.00	$16,000.00
	Total Base Bid				**$2,048,275.00**		**$1,900,222.70**		**$2,045,176.10**		**$2,123,276.00**		**$2,169,190.00**		**$2,236,875.00**		**$2,354,945.00**		**$2,563,770.00**

3/14/2025

GEWALT HAMILTON ASSOCIATES, INC.

Client:	Village of Libertyville	**Bid Opening Date:**	3/13/2025
Project:	Libertyville 2025 Water Main Replacement	**Bid Opening Time:**	10:00 AM
GHA Project No:	4593.007	**Bid Opening Location:**	200 E Cook Ave, Libertyville
Project Manager:	Wadee Rafati		

ALTERNATE #1 BID TABULATION

				Engineer's Estimate of Probable Cost		*Campanella & Sons, Inc.*		*Berger Excavating Contractors, Inc.*		*Trine Construction*		*Bolder Contractors*		*Martam Construction, Inc.*		*A Lamp Concrete Contractors, Inc.*		*Mauro Sewer Construction, Inc.*	
Item No.	Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Root Pruning (Special)	500.0	FT	$8.00	$4,000.00	$5.00	$2,500.00	$6.00	$3,000.00	$0.01	$5.00	$5.00	$2,500.00	$6.00	$3,000.00	$10.00	$5,000.00	$12.00	$6,000.00
2	Tree and Landscape Material Protection (Special)	900.0	FT	$10.00	$9,000.00	$4.50	$4,050.00	$5.50	$4,950.00	$0.01	$9.00	$3.00	$2,700.00	$7.00	$6,300.00	$1.00	$900.00	$8.00	$7,200.00
3	Trench Backfill (Special)	2,700.0	CY	$45.00	$121,500.00	$97.85	$264,195.00	$0.01	$27.00	$73.90	$199,530.00	$50.00	$135,000.00	$59.00	$159,300.00	$1.00	$2,700.00	$50.00	$135,000.00
4	Erosion and Sediment Control (Special)	1.0	LSUM	$25,000.00	$25,000.00	$500.00	$500.00	$7,500.00	$7,500.00	$8,625.00	$8,625.00	$1,000.00	$1,000.00	$4,500.00	$4,500.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
5	General Landscape Restoration (Special)	4,000.0	SY	$15.00	$60,000.00	$9.50	$38,000.00	$12.50	$50,000.00	$0.01	$40.00	$6.00	$24,000.00	$11.50	$46,000.00	$14.00	$56,000.00	$16.00	$64,000.00
6	Inlet Filters	24.0	EA	$250.00	$6,000.00	$225.00	$5,400.00	$250.00	$6,000.00	$317.06	$7,609.44	$50.00	$1,200.00	$285.00	$6,840.00	$15.00	$360.00	$300.00	$7,200.00
7	Perimeter Erosion Barrier	160.0	FT	$5.00	$800.00	$12.00	$1,920.00	$6.00	$960.00	$6.61	$1,057.60	$12.00	$1,920.00	$15.00	$2,400.00	$5.00	$800.00	$20.00	$3,200.00
8	Clearing and Brushing (Special)	1.0	LSUM	$10,000.00	$10,000.00	$6,000.00	$6,000.00	$4,100.00	$4,100.00	$0.01	$0.01	$2,000.00	$2,000.00	$10,000.00	$10,000.00	$5,000.00	$5,000.00	$20,000.00	$20,000.00
9	Exploratory Excavation, Paved Area <10' Depth (Special)	50.0	CY	$200.00	$10,000.00	$82.00	$4,100.00	$1.00	$50.00	$0.01	$0.50	$100.00	$5,000.00	$88.00	$4,400.00	$76.00	$3,800.00	$150.00	$7,500.00
10	Exploratory Excavation, Non-Paved Area <10' Depth (Special)	100.0	CY	$150.00	$15,000.00	$82.00	$8,200.00	$0.75	$75.00	$0.01	$1.00	$50.00	$5,000.00	$106.00	$10,600.00	$76.00	$7,600.00	$100.00	$10,000.00
11	Subbase Granular Material, Type B 3"	250.0	SY	$12.00	$3,000.00	$22.25	$5,562.50	$19.25	$4,812.50	$17.25	$4,312.50	$5.00	$1,250.00	$16.00	$4,000.00	$8.75	$2,187.50	$20.00	$5,000.00
12	Subbase Granular Material, Type B 4"	70.0	SY	$15.00	$1,050.00	$29.25	$2,047.50	$24.00	$1,680.00	$23.00	$1,610.00	$6.00	$420.00	$18.00	$1,260.00	$13.50	$945.00	$50.00	$3,500.00
13	Supplemental Watering	50.0	UNIT	$25.00	$1,250.00	$10.00	$500.00	$75.00	$3,750.00	$1.15	$57.50	$1.00	$50.00	$1.00	$50.00	$100.00	$5,000.00	$150.00	$7,500.00
14	Class D Patches, Type IV, 6 Inch	1,955.0	SY	$60.00	$117,300.00	$43.70	$85,433.50	$54.00	$105,570.00	$80.50	$157,377.50	$35.00	$68,425.00	$73.00	$142,715.00	$62.00	$121,210.00	$65.00	$127,075.00
15	Class D Patches, Type IV, 12 Inch	1,230.0	SY	$90.00	$110,700.00	$80.40	$98,892.00	$0.01	$12.30	$155.25	$190,957.50	$74.00	$91,020.00	$148.00	$182,040.00	$121.00	$148,830.00	$140.00	$172,200.00
16	Hot-Mix Asphalt Surface Removal, 2"	1,200.0	SY	$10.00	$12,000.00	$8.00	$9,600.00	$8.00	$9,600.00	$9.20	$11,040.00	$12.00	$14,400.00	$13.00	$15,600.00	$7.75	$9,300.00	$16.00	$19,200.00
17	HMA Surface, 2" (Special)	1,200.0	SY	$30.00	$36,000.00	$17.80	$21,360.00	$14.78	$17,736.00	$18.40	$22,080.00	$12.00	$14,400.00	$14.00	$16,800.00	$13.75	$16,500.00	$16.00	$19,200.00
18	Portland Cement Concrete Sidewalk, 5"	2,000.0	SF	$12.00	$24,000.00	$13.90	$27,800.00	$12.00	$24,000.00	$12.08	$24,160.00	$16.00	$32,000.00	$16.00	$32,000.00	$12.25	$24,500.00	$13.00	$26,000.00
19	Sidewalk Removal (Special)	2,000.0	SF	$3.00	$6,000.00	$1.30	$2,600.00	$1.50	$3,000.00	$2.30	$4,600.00	$3.00	$6,000.00	$2.00	$4,000.00	$2.25	$4,500.00	$3.00	$6,000.00
20	Combination Curb and Gutter Removal, Type Varies (Special)	430.0	FT	$10.00	$4,300.00	$18.60	$7,998.00	$5.50	$2,365.00	$11.50	$4,945.00	$10.00	$4,300.00	$16.00	$6,880.00	$10.50	$4,515.00	$25.00	$10,750.00
21	Combination Concrete Curb and Gutter, Type Varies (Special)	430.0	FT	$55.00	$23,650.00	$48.40	$20,812.00	$40.50	$17,415.00	$63.25	$27,197.50	$68.00	$29,240.00	$51.00	$21,930.00	$54.00	$23,220.00	$80.00	$34,400.00
22	Pipe to be Removed (Special)	200.0	FT	$25.00	$5,000.00	$41.35	$8,270.00	$29.00	$5,800.00	$22.63	$4,526.00	$6.00	$1,200.00	$13.00	$2,600.00	$1.00	$200.00	$35.00	$7,000.00
23	Storm Sewers, Type 1, Water Main Quality, 8" (Special)	50.0	FT	$165.00	$8,250.00	$132.00	$6,600.00	$95.00	$4,750.00	$96.90	$4,845.00	$200.00	$10,000.00	$88.00	$4,400.00	$135.00	$6,750.00	$100.00	$5,000.00
24	Storm Sewers, Type 1, Water Main Quality, 12" (Special)	40.0	FT	$180.00	$7,200.00	$150.90	$6,036.00	$107.00	$4,280.00	$122.83	$4,913.20	$220.00	$8,800.00	$186.00	$7,440.00	$166.00	$6,640.00	$125.00	$5,000.00
25	Storm Sewers, Type 1, Water Main Quality, 15" (Special)	25.0	FT	$200.00	$5,000.00	$220.95	$5,523.75	$190.00	$4,750.00	$155.08	$3,877.00	$240.00	$6,000.00	$244.00	$6,100.00	$269.00	$6,725.00	$150.00	$3,750.00
26	Storm Sewers, Type 1, Water Main Quality, 18" (Special)	15.0	FT	$250.00	$3,750.00	$448.50	$6,727.50	$225.00	$3,375.00	$256.72	$3,850.80	$250.00	$3,750.00	$388.00	$5,820.00	$342.00	$5,130.00	$250.00	$3,750.00
27	Storm Sewer Connection (Special)	10.0	EA	$900.00	$9,000.00	$722.10	$7,221.00	$525.00	$5,250.00	$2,546.25	$25,462.50	$500.00	$5,000.00	$680.00	$6,800.00	$1,350.00	$13,500.00	$2,000.00	$20,000.00
28	Sanitary Sewers, Type 1, Water Main Quality, 8" (Special)	30.0	EA	$160.00	$4,800.00	$177.35	$5,320.50	$209.00	$6,270.00	$705.48	$21,164.40	$250.00	$7,500.00	$214.00	$6,420.00	$277.00	$8,310.00	$500.00	$15,000.00
29	Sanitary Sewer Connection (Special)	2.0	EA	$750.00	$1,500.00	$656.75	$1,313.50	$565.00	$1,130.00	$5,247.75	$10,495.50	$500.00	$1,000.00	$860.00	$1,720.00	$1,300.00	$2,600.00	$2,500.00	$5,000.00
30	Ductile Iron Water Main, Class 52, 6" (Special)	160.0	FT	$140.00	$22,400.00	$122.34	$19,574.40	$191.00	$30,560.00	$99.43	$15,908.80	$210.00	$33,600.00	$148.00	$23,680.00	$163.00	$26,080.00	$125.00	$20,000.00
31	Ductile Iron Water Main, Class 52, 8" (Special)	2,010.0	FT	$150.00	$301,500.00	$111.70	$224,517.00	$197.00	$395,970.00	$150.36	$302,223.60	$210.00	$422,100.00	$166.00	$333,660.00	$166.00	$333,660.00	$177.00	$355,770.00
32	Ductile Iron Water Main, Class 52, 12" (Special)	1,700.0	FT	$160.00	$272,000.00	$155.20	$263,840.00	$284.00	$482,800.00	$230.94	$392,598.00	$229.00	$389,300.00	$194.00	$329,800.00	$232.00	$394,400.00	$235.00	$399,500.00
33	Polywrap Water Main (Special)	3,870.0	FT	$1.50	$5,805.00	$1.60	$6,192.00	$1.25	$4,837.50	$1.50	$5,805.00	$1.00	$3,870.00	$1.00	$3,870.00	$1.65	$6,385.50	$2.00	$7,740.00
34	Water Valves 6" in 60" Valve Vault (Special)	1.0	EA	$7,500.00	$7,500.00	$8,640.00	$8,640.00	$7,000.00	$7,000.00	$2,546.25	$2,546.25	$10,000.00	$10,000.00	$8,800.00	$8,800.00	$8,850.00	$8,850.00	$5,500.00	$5,500.00
35	Water Valves 8" in 60" Valve Vault (Special)	6.0	EA	$8,000.00	$48,000.00	$9,449.95	$56,699.70	$8,450.00	$50,700.00	$2,546.25	$15,277.50	$11,000.00	$66,000.00	$9,800.00	$58,800.00	$9,600.00	$57,600.00	$6,500.00	$39,000.00
36	Water Valves 12" in 60" Valve Vault (Special)	4.0	EA	$10,000.00	$40,000.00	$11,630.20	$46,520.80	$10,800.00	$43,200.00	$2,546.25	$10,185.00	$13,000.00	$52,000.00	$12,680.00	$50,720.00	$12,000.00	$48,000.00	$11,000.00	$44,000.00
37	Ductile Iron Water Main Fittings & Accessories (Special)	1,000.0	LBS	$15.00	$15,000.00	$11.15	$11,150.00	$8.00	$8,000.00	$0.01	$10.00	$15.00	$15,000.00	$8.00	$8,000.00	$1.00	$1,000.00	$15.00	$15,000.00
38	Fire Hydrants to be Removed (Special)	8.0	EA	$750.00	$6,000.00	$1,256.00	$10,048.00	$985.00	$7,880.00	$509.25	$4,074.00	$900.00	$7,200.00	$1,120.00	$8,960.00	$750.00	$6,000.00	$650.00	$5,200.00
39	Salvage Existing Valve Box (Special)	1.0	LSUM	$6,000.00	$6,000.00	$10,400.00	$10,400.00	$5,500.00	$5,500.00	$254.63	$254.63	$5,000.00	$5,000.00	$7,500.00	$7,500.00	$18,825.00	$18,825.00	$5,000.00	$5,000.00
40	Fire Hydrant Complete (Special)	11.0	EA	$9,000.00	$99,000.00	$8,921.00	$98,131.00	$8,800.00	$96,800.00	$9,501.45	$104,515.95	$12,000.00	$132,000.00	$11,620.00	$127,820.00	$10,850.00	$119,350.00	$10,000.00	$110,000.00
41	Connection to Existing Water Main (Non Pressure) (Special)	9.0	EA	$5,000.00	$45,000.00	$3,639.00	$32,751.00	$6,450.00	$58,050.00	$5,092.50	$45,832.50	$10,000.00	$90,000.00	$3,680.00	$33,120.00	$4,550.00	$40,950.00	$10,000.00	$90,000.00
42	Water Service Connection, Long Side (up to 2 inches)	24.0	EA	$5,500.00	$132,000.00	$5,618.05	$134,833.20	$5,650.00	$135,600.00	$4,624.32	$110,983.68	$4,600.00	$110,400.00	$4,980.00	$119,520.00	$7,550.00	$181,200.00	$5,000.00	$120,000.00
43	Water Service Connection, Short Side (up to 2 inches)	25.0	EA	$4,000.00	$100,000.00	$5,273.15	$131,828.75	$3,500.00	$87,500.00	$3,775.57	$94,389.25	$3,500.00	$87,500.00	$4,160.00	$104,000.00	$5,125.00	$128,125.00	$4,000.00	$100,000.00
44	Adjusting Sanitary/Storm Services (Special)	540.0	FT	$100.00	$54,000.00	$120.00	$64,800.00	$85.00	$45,900.00	$66.16	$35,726.40	$30.00	$16,200.00	$77.00	$41,580.00	$176.00	$95,040.00	$50.00	$27,000.00
45	Cut and Cap Water Main (Special)	8.0	EA	$2,500.00	$20,000.00	$1,722.00	$13,776.00	$3,400.00	$27,200.00	$509.25	$4,074.00	$1,000.00	$8,000.00	$166.00	$1,328.00	$825.00	$6,600.00	$2,000.00	$16,000.00
46	Removing and Resetting Street Signs (Special)	12.0	EA	$350.00	$4,200.00	$250.00	$3,000.00	$300.00	$3,600.00	$143.75	$1,725.00	$300.00	$3,600.00	$320.00	$3,840.00	$200.00	$2,400.00	$400.00	$4,800.00
47	Street Sweeping (Special)	40.0	EA	$250.00	$10,000.00	$50.00	$2,000.00	$450.00	$18,000.00	$0.01	$0.40	$250.00	$10,000.00	$380.00	$15,200.00	$100.00	$4,000.00	$1,200.00	$48,000.00
48	Traffic Control and Protection, Woodland Drive (Special)	1.0	LSUM	$22,000.00	$22,000.00	$4,400.00	$4,400.00	$4,500.00	$4,500.00	$6,325.00	$6,325.00	$50,000.00	$50,000.00	$60,000.00	$60,000.00	$87,000.00	$87,000.00	$145,500.00	$145,500.00
49	Traffic Control and Protection, Peterson Road (Special)	1.0	LSUM	$60,000.00	$60,000.00	$15,000.00	$15,000.00	$133,200.00	$133,200.00	$54,170.00	$54,170.00	$81,000.00	$81,000.00	$80,000.00	$80,000.00	$165,000.00	$165,000.00	$258,950.00	$258,950.00
50	Mobilization	1.0	LSUM	$100,000.00	$100,000.00	$49,000.00	$49,000.00	$123,000.00	$123,000.00	$200,383.42	$200,383.42	$130,000.00	$130,000.00	$100,000.00	$100,000.00	$151,100.00	$151,100.00	$15,000.00	$15,000.00
51	Thermoplastic Pavement Marking - Line 6"	1,400.0	FT	$5.00	$7,000.00	$3.50	$4,900.00	$5.00	$7,000.00	$4.03	$5,642.00	$2.50	$3,500.00	$4.00	$5,600.00	$2.00	$2,800.00	$5.00	$7,000.00
52	Thermoplastic Pavement Marking - Line 12"	250.0	FT	$8.00	$2,000.00	$6.00	$1,500.00	$10.00	$2,500.00	$8.05	$2,012.50	$5.00	$1,250.00	$7.50	$1,875.00	$4.00	$1,000.00	$8.00	$2,000.00
53	Line Stop, 8" (Special)	1.0	EA	$10,000.00	$10,000.00	$11,260.00	$11,260.00	$9,500.00	$9,500.00	$4,800.00	$4,800.00	$10,200.00	$10,200.00	$7,460.00	$7,460.00	$7,500.00	$7,500.00	$9,000.00	$9,000.00
54	Line Stop, 12" (Special)	1.0	EA	$12,000.00	$12,000.00	$12,260.00	$12,260.00	$14,500.00	$14,500.00	$7,300.00	$7,300.00	$13,800.00	$13,800.00	$9,310.00	$9,310.00	$8,500.00	$8,500.00	$13,000.00	$13,000.00
55	Abandon Existing Water Main (Special)	50.0	CY	$750.00	$37,500.00	$747.15	$37,357.50	$420.00	$21,000.00	$345.00	$17,250.00	$400.00	$20,000.00	$333.00	$16,650.00	$200.00	$10,000.00	$350.00	$17,500.00
56	Inlets, Type A, Type 1 Frame, Open Lid	1.0	EA	$3,500.00	$3,500.00	$2,554.00	$2,554.00	$2,260.00	$2,260.00	$2,525.50	$2,525.50	$4,000.00	$4,000.00	$2,260.00	$2,260.00	$3,125.00	$3,125.00	$1,850.00	$1,850.00
57	Catch Basin, Type C, Type 11 Frame and Grate	1.0	EA	$1,200.00	$1,200.00	$3,380.00	$3,380.00	$2,650.00	$2,650.00	$2,818.75	$2,818.75	$4,500.00	$4,500.00	$2,480.00	$2,480.00	$3,275.00	$3,275.00	$2,250.00	$2,250.00
58	Catch Basin, Type A, 4'-Diameter, Type 11 Frame and Grate	1.0	EA	$6,000.00	$6,000.00	$5,185.00	$5,185.00	$4,600.00	$4,600.00	$4,558.75	$4,558.75	$7,000.00	$7,000.00	$5,360.00	$5,360.00	$5,000.00	$5,000.00	$6,000.00	$6,000.00
59	Manhole, Type A, 4'-Diameter, Type 1 Frame and Lid	1.0	EA	$6,000.00	$6,000.00	$5,437.00	$5,437.00	$4,500.00	$4,500.00	$4,466.75	$4,466.75	$7,000.00	$7,000.00	$5,160.00	$5,160.00	$5,400.00	$5,400.00	$5,000.00	$5,000.00
60	Utility Structure to be Removed	2.0	EA	$800.00	$1,600.00	$882.00	$1,764.00	$650.00	$1,300.00	$291.00	$582.00	$900.00	$1,800.00	$550.00	$1,100.00	$700.00	$1,400.00	$1,000.00	$2,000.00
61	Remove Valve Box (Special)	2.0	EA	$500.00	$1,000.00	$579.00	$1,158.00	$285.00	$570.00	$169.75	$339.50	$800.00	$1,600.00	$350.00	$700.00	$250.00	$500.00	$600.00	$1,200.00
62	Remove Valve Vault (Special)	4.0	EA	$1,500.00	$6,000.00	$882.00	$3,528.00	$745.00	$2,980.00	$291.00	$1,164.00	$900.00	$3,600.00	$550.00	$2,200.00	$600.00	$2,400.00	$1,000.00	$4,000.00
63	Auger and Jack Steel Casing, 24" (Special)	40.0	FT	$2,000.00	$80,000.00	$1,553.15	$62,126.00	$2,100.00	$84,000.00	$912.90	$36,516.00	$1,100.00	$44,000.00	$1,180.00	$47,200.00	$1,448.00	$57,920.00	$1,000.00	$40,000.00
64	Water Main in Casing, 12" (Special)	40.0	FT	$400.00	$16,000.00	$209.35	$8,374.00	$195.00	$7,800.00	$335.53	$13,421.20	$100.00	$4,000.00	$468.00	$18,720.00	$212.00	$8,480.00	$300.00	$12,000.00
65	Lead Water Service Replacement (Special)	1.0	EA	$8,000.00	$8,000.00	$21,410.00	$21,410.00	$12,000.00	$12,000.00	$10,805.22	$10,805.22	$10,000.00	$10,000.00	$16,200.00	$16,200.00	$17,250.00	$17,250.00	$16,000.00	$16,000.00
	Total Base Bid				**$2,213,255.00**		**$2,053,778.10**		**$2,249,165.30**		**$2,265,560.00**		**$2,344,095.00**		**$2,384,388.00**		**$2,518,838.00**		**$2,736,185.00**

3/14/2025

GHA GEWALT HAMILTON ASSOCIATES, INC.
CONSULTING ENGINEERS

625 Forest Edge Drive, Vernon Hills, IL 60061
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March 14, 2025

Mr. Paul K. Kendzior, PE, CFM
Director of Public Works
Village of Libertyville
200 E. Cook Avenue
Libertyville, Illinois 60048

Re: 2025 Water Main Improvements
Village of Libertyville – Project No. 2502
Bid Recommendation

Dear Mr. Kendzior:

Seven bids were received and opened on March 13, 2025 at 10:0 AM for the above referenced project. We have checked all bids and bid price extensions. The results are displayed on the enclosed bid tabulation.

The low base bid (as read) of $1,900,222.70 was received from Campanella & Sons, Inc. The engineer's opinion of probable cost for the base bid was $2,048,275.00. The base bids ranged from $1,900,222.70 to $2,563,770.00.

This project included a separate bid schedule titled Alternate Bid #1 that included a key water main crossing of the IDOT culverts on 137 so it could be included in the project if budget allowed. The alternate bid was received from Campanella & Sons, Inc. in the amount of $2,053,778.10. The Engineer's opinion of probable cost for the alternate was $2,213,255.00. The alternate bids ranged from $2,053,778.10 to $2,736,185.00.

Our office has worked with Campanella & Sons on similar projects over the years. We are confident they can complete this project in general conformance with the plans, specifications, and within the timeframes identified in the bidding documents. Their quality of work on projects that our office has witnessed has met industry standards.

Based on our review of the documents and our understanding of the work, we recommend the Village enter into a contract with Campanella & Sons, Inc. for the Alternative Bid #1 in the amount of $2,053,778.10.

We appreciate working with the Village and look forward to a successful project.

Sincerely,
Gewalt Hamilton Associates, Inc.

Brian J. Wesolowski, P.E.
Division Director

Cc: Jeff Cooper, PE, Village of Libertyville
Wadee Rafati, PE, GHA

Encl.: Bid Tabulation

GHA GEWALT HAMILTON ASSOCIATES, INC.

Client:	Village of Libertyville		
Project:	Libertyville 2025 Water Main Replacement	**Bid Opening Date:**	3/13/2025
GHA Project No:	4593.007	**Bid Opening Time:**	10:00 AM
Project Manager:	Wadee Rafati	**Bid Opening Location:**	200 E Cook Ave, Libertyville

PLAN HOLDERS LIST

No.	Date Picked-Up	Contractor	Address	Phone Number	E-Mail
1	3/6/25	A Lamp Concrete Contractors, Inc.		847-891-6000 / 847-891-1873	Jeff Moyer jmoyer@alampconcrete.com
2	3/7/25	Alliance Contractors Inc.		815-338-5900	Scott Marquart estimating@alliancecontractors.com
3	3/3/25	Berger Excavating Contractors, Inc.		847-526-5457	Julie Chamberlin kberger@bergerexcavating.com
4	3/6/25	Bluewater Construction, LLC		8474166986	Nick Lollino Nick@bluewaterconstructionllc.com
5	2/28/25	Bolder Contractors		847-236-0785	Bob Gwiasda bobgwiasda@aol.com
6	3/6/25	Campanella & Sons, Inc.		847-336-9698	Mary Kenar mary@campanellaandsons.com
7	2/28/25	D'Land Construction, LLC		224-678-7095	Joe DiFronzo office@dlandconstruction.com
8	3/5/25	DiMeo		847-640-2240	John DiMeo john@dimeobros.com
9	2/28/25	IHC Construction Co. LLC		847-841-7770	IHC Utility Division Utility@IHCConstruction.com
10	2/27/25	Joel Kennedy Constructing Corp		847-360-8080	Michael Patti II, P.E. mike.patti@jkcchicago.com
11	2/27/25	Martam Construction, Inc.		847-608-6800	Jerry Kutrovatz jerry@martam.com
12	3/6/25	Mauro Sewer Construction, Inc.		8478032033	Kelly Martini office@sewer-water.com
13	2/27/25	Millennium Contracting Co.		8474939577	Eric Chung echung@millcc.net
14	3/11/25	PirTano Construction Co., Illc		630-932-1810	Jim Davis jim.davis@pirtano.com
15	3/5/25	Schroeder Asphalt Services, Inc.		815-923-4380	Rachael McDow rachael@schroederasphalt.com
16	3/7/25	Trine Construction		6304176786	Anthony Bucaro anthony.bucaro@trineconstruction.com

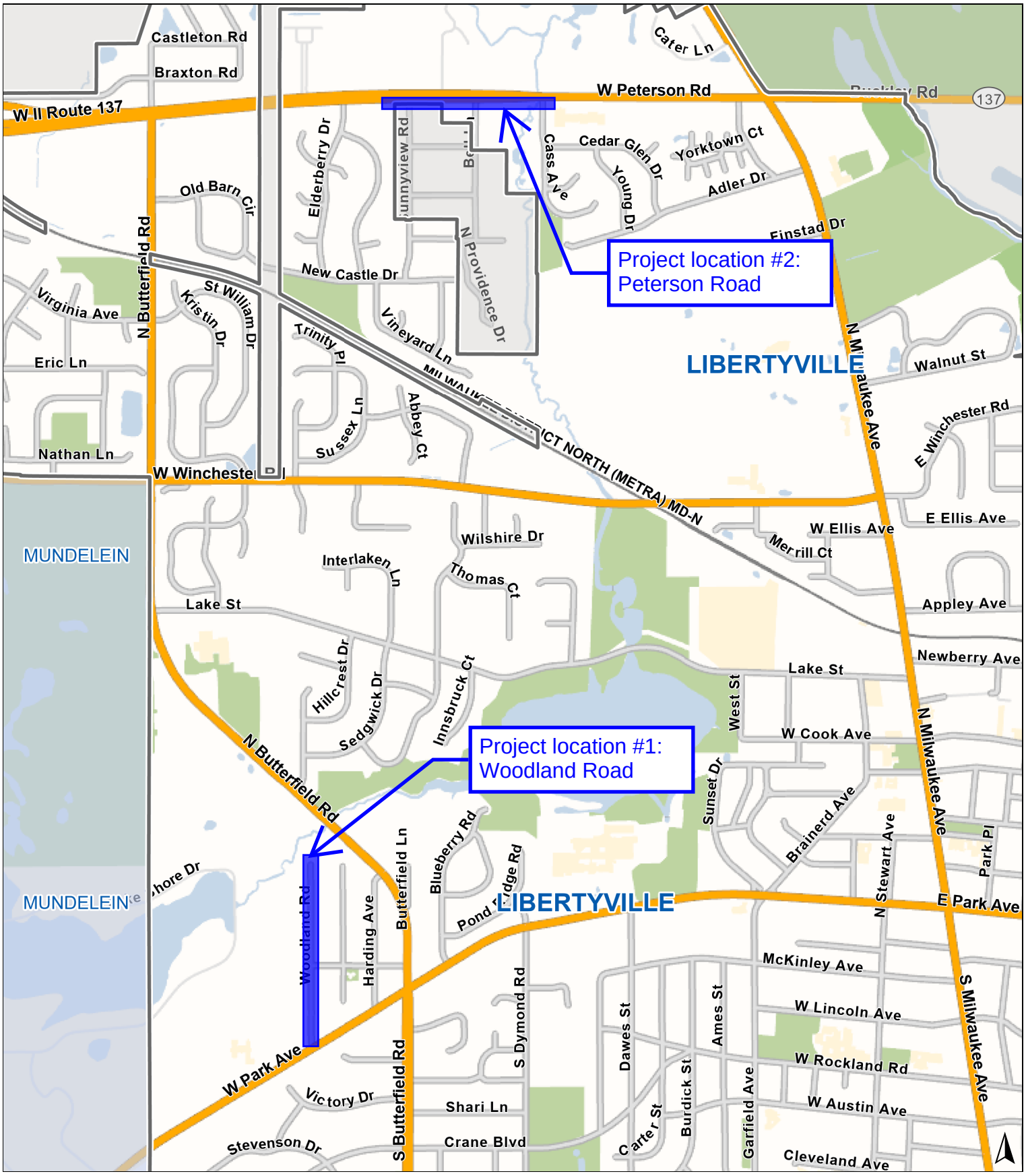
GHA GEWALT HAMILTON ASSOCIATES, INC.

Client:	Village of Libertyville		
Project:	Libertyville 2025 Water Main Replacement	**Bid Opening Date:**	3/13/2025
GHA Project No:	4593.007	**Bid Opening Time:**	10:00 AM
Project Manager:	Wadee Rafati	**Bid Opening Location:**	200 E Cook Ave, Libertyville

BID RESULTS

Contractor	Bid Bond	Addendums (1)	As Read Results
A Lamp Concrete Contractors, Inc.	X	X	ALT: $2,518,838.00 BASE: $2,354,945.00
Alliance Contractors Inc.			
Berger Excavating Contractors, Inc.	X	X	ALT: $ 2,249,165.30 BASE: $2,045,176.1
Bluewater Construction, LLC			
Bolder Contractors	X	X	ALT: $2,344,095.00 BASE: $2,169,190.00
Campanella & Sons, Inc.	X	X	ALT: $2, 053,778.10 BASE: $1,900,222.7
D'Land Construction, LLC			
DiMeo			
IHC Construction Co. LLC			
Joel Kennedy Constructing Corp			
Martam Construction, Inc.	X	X	ALT: $2,396,340.00 BASE: $2,236,695.00
Mauro Sewer Construction, Inc.	X	X	ALT: $2,736,185.00 BASE: $2,563,770.00
Millennium Contracting Co.			
PirTano Construction Co., Illc			
Schroeder Asphalt Services, Inc.			
Trine Construction	X	X	ALT: $2,266,100.00 BASE: $2,123,000.00
ENGINEER'S ESTIMATE			ALT: $2,213,255.00 BASE: $2048,275.00

GISConsortium | 2025 Watermain Replacement Program



0 1500 3000 ft

Print Date: 3/13/2025

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.

FY 26 thru FY 30

Capital Improvement Plan

Libertyville, IL

Project #	PW-WATER-002
Project Name	Annual Watermain Replacement Program

Total Project Cost	$22,057,830	Department	Public Works Department
Type	Improvement	Category	Water Distribution
Priority	1 Critical	Status	Active
Useful Life	40 years	Project Scope	Annual Program

Description

Annual replacement of segments of existing water main facilities.

Justification

Aging water main systems are often susceptible to material deterioration, leaks, and pipe breaks over time. The annual replacement program targets the replacement of older mains that have experienced frequent performance issues.

Prior	Expenditures	FY 26	FY 27	FY 28	FY 29	FY 30	Total
6,307,830	Construction/Maintenance	2,200,000	2,500,000	3,231,250	3,818,750	4,000,000	**15,750,000**
	Total	**2,200,000**	**2,500,000**	**3,231,250**	**3,818,750**	**4,000,000**	**15,750,000**

Prior	Funding Sources	FY 26	FY 27	FY 28	FY 29	FY 30	Total
6,307,830	Utility Fund	2,200,000	2,500,000	3,231,250	3,818,750	4,000,000	**15,750,000**
	Total	**2,200,000**	**2,500,000**	**3,231,250**	**3,818,750**	**4,000,000**	**15,750,000**

Budget Impact

Staff anticipates a savings of $1,000/year in critical repairs and water loss.

Budget Items	FY 26	FY 27	FY 28	FY 29	FY 30	Total
Maintenance	-1,000	-1,000	-1,000	0	0	**-3,000**
Total	**-1,000**	**-1,000**	**-1,000**	**0**	**0**	**-3,000**

Agenda Item No. 12

VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: April 8, 2025

Agenda Item: Consideration of a Resolution to Approve a Professional Services Agreement with Gewalt Hamilton Associates, Inc. for Construction Management Services for the 2025 Watermain Replacement Program

Staff Recommendation: Approve Resolution

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

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Background: The Fiscal Year 2025/26 Annual Budget includes funds for the annual watermain replacement program. This year's project involves the construction of new watermain at Woodland Road and Peterson Road. The Village will require the services of a consultant to serve as the Resident Engineer for this project to ensure compliance with the approved plans and oversee the contractor's daily construction activities.

Staff has received a construction management services proposal from the firm of Gewalt Hamilton Associates, Inc. (GHA) in the amount of $181,914. GHA performed design engineering and permit services for the project and has successfully provided construction management services for past Village projects. Sufficient funds are available in the Utility Capital Improvement Fund (Account #20-2024-6-795) for these services.

The proposed agreement with Gewalt Hamilton Associates, Inc. is in compliance with the provisions of the Local Government Professional Services Selection Act as the Village has a satisfactory relationship for services established with Gewalt Hamilton Associates, Inc. based upon their related work on previous Village watermain replacement and other related infrastructure improvement projects.

Staff recommends adoption of the attached Resolution to approve a professional services agreement for construction management services for the 2025 Watermain Replacement Program with the firm of Gewalt Hamilton Associates, Inc. in the not-to-exceed amount of $181,914 and authorize execution of the agreement by the Village Administrator.

Attachments:
1. Resolution
2. Professional Services Agreement

RESOLUTION 25-R-

A RESOLUTION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH GEWALT HAMILTON ASSOCIATES, INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE 2025 WATERMAIN REPLACEMENT PROGRAM

WHEREAS, The Village of Libertyville has identified the need to retain a professional engineering firm to provide construction management services for the 2025 Watermain Replacement Program; and

WHEREAS, the firm of Gewalt Hamilton Associates, Inc. has provided a Proposal in the amount of $181,914 to complete the required construction management services for the project; and

WHEREAS, the Proposal from Gewalt Hamilton Associates, Inc. will be included as an exhibit to the Village's standard Professional Services Agreement; and

WHEREAS, sufficient funds are available in the Village's Fiscal Year 2025/26 Annual Budget for the construction management services; and

WHEREAS, it has been determined by Staff that acceptance of the Proposal from Gewalt Hamilton Associates, Inc. and entering into an agreement is in compliance with the provisions of the Illinois Local Government Professional Services Selection Act (50 ILCS 510, *et. seq.*) as the Village has a satisfactory relationship for services established with the firm of Gewalt Hamilton Associates, Inc. based upon their previously completed related work and familiarity with the project.

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

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

SECTION 2: Approval of Agreement. The Board of Trustees hereby approves the Professional Services Agreement with Gewalt Hamilton Associates, Inc. for the 2025 Watermain Replacement Program in the amount of $181,914.

SECTION 3: Execution of Agreement. The Village Administrator is hereby authorized to execute the Professional Services Agreement with Gewalt Hamilton Associates, Inc. for the 2025 Watermain Replacement Program.

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

PASSED this___ day of _____, 2025.

AYES:

NAYS:

ABSENT:

APPROVED this___ day of _____, 2025.

_____
Donna Johnson, Village President

ATTEST:

_____
Margaret Clark, Village Clerk

AGREEMENT BETWEEN THE VILLAGE OF LIBERTYVILLE AND GEWALT HAMILTON ASSOCIATES, INC. FOR CONSTRUCTION ENGINEERING SERVICES FOR THE 2025 WATERMAIN REPLACEMENT PROGRAM

THIS AGREEMENT is entered into this 25th day of March, 2025, between the Village of Libertyville, 118 W. Cook Avenue, Libertyville, IL 60048 (hereinafter referred to as the "Village"), and Gewalt Hamilton Associates, Inc., 625 Forest Edge Drive, Vernon Hills, Illinois 60061 (hereinafter referred to as the "Consultant").

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

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

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

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

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

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

SECTION 1: RECITALS

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

SECTION 2: SERVICES / SCOPE OF WORK

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

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

C. Consultant warrants it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the Village shall have the right without liability to declare this Agreement null and void.

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

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

SECTION 3: PAYMENT FOR SERVICES

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

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

The Total Cost of all of the Services to be performed pursuant to this Agreement, including direct payroll, overhead, payroll burden professional fee and direct costs **shall not exceed: $181,914.00** in accordance with **Exhibit A**, unless the upper limit is modified based on an amendment to this agreement.

SECTION 4: TERM AND TERMINATION

A. The Services shall commence upon the execution of this Agreement and proceed continuously and expeditiously until completed. This Agreement shall terminate upon completion of the Construction Engineering Services, which is anticipated to be **April 30, 2026,** and may be extended if mutually agreeable to both parties.

B. The Village may terminate this Agreement by written notice of default to the Consultant if (a) the Consultant fails to perform the Services within the time specified in Exhibit A, or (b) fails to make progress as required by this Agreement, or (c) fails to provide or maintain in full force and effect, the liability and indemnity coverages or performance bond as is required by this Agreement. Upon termination the Consultant shall cause to be delivered to the Village all drawings, specifications, partial and completed estimates and other data, with the understanding that all such material becomes the property of the Village. If the Village terminates the agreement as a result of the Consultant's nonperformance or other default, then the Village is entitled to receive and the Consultant shall pay to the Village all damages provide by law and the consultant shall not be entitled to any payment whatsoever.

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

SECTION 5: INSURANCE

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

A. Insurance Services Office Commercial General Liability

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

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

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

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

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

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

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

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

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

C. Workers' Compensation and Employers' Liability

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

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

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

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

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

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

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

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

D. The Consultant shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds (Exhibit B), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are

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

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

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

SECTION 6: INDEMNIFICATION

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

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

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

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

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

SECTION 7: COMPLIANCE WITH LAWS

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

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

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

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

SECTION 8: SAFETY AND LOSS PREVENTION

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

SECTION 9: NOTICE

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

To the Village:
Village of Libertyville
118 W. Cook Avenue
Libertyville, IL 60048
Attention: Paul Kendzior
e-mail: pkendzior@libertyville.com

To the Consultant:
Gewalt Hamilton Associates, Inc.
625 Forest Edge Drive
Vernon Hills, IL 60061
Attention: Brian J. Wesolowski, P.E.
e-mail: bwesolowski@gha-engineers.com

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

SECTION 10: MODIFICATION AND AMENDNMENTS

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

SECTION 11: STANDARDS

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

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

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

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

SECTON 12: DRAWINGS AND DOCUMENTS

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

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

SECTION 13: SUCCESSORS AND ASSIGNS

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

SECTION 14: FORCE MAJEURE

Neither the Village nor the Consultant shall be liable for any delay or failure in performance of any part of this Agreement if due to a cause beyond its control and without its fault or negligence including, without limitation: (1) acts of nature; (2) acts or failure to act on the part of any governmental authority other than the Village or Consultant, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; (3) acts or war; (4) acts of civil or military authority; (5) embargoes; (6) work stoppages, strikes, lockouts, or labor disputes; (7) public disorders, civil violence

or disobedience; (8) riots, blockages, sabotage, insurrection or rebellion; (9) epidemics; (10) terrorist acts; (11) fires or explosions; (12) nuclear accidents; (13) earthquakes, floods, hurricanes, tornadoes, or other similar calamities; (14) major environmental disturbances; or (15) vandalism.

SECTION 15: CAPTIONS AND HEADINGS

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

SECTION 16: GOVERNING LAW

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

SECTION 17: ENTIRE AGREEMENT

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

SECTION 18: SEVERABILITY

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

SECTION 19: AUTHORITY TO EXECUTE

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

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

VILLAGE OF LIBERTYVILLE:		**GEWALT HAMILTON ASSOCIATES, INC.:**	
By:	_____	By:	_____
Printed Name:	_____	Printed Name:	_____
Title	_____	Title	_____
Date	_____	Date	_____

Exhibit A

CONSULTANT'S SCOPE OF SERVICES, FEE AND PROJECT SCHEDULE

GHA GEWALT HAMILTON ASSOCIATES, INC.
CONSULTING ENGINEERS
625 Forest Edge Drive, Vernon Hills, IL 60061
TEL 847.478.9700 ■ FAX 847.478.9701
www.gha-engineers.com

Construction Engineering Services
2025 Water Main Improvements
Village of Libertyville
GHA Proposal No. 2025.CS057

Village of Libertyville (Client), 200 East Cook Avenue, Libertyville, IL 60048, and Gewalt Hamilton Associates, Inc. (GHA), 625 Forest Edge Drive, Vernon Hills, IL 60061, agree and contract as follows:

I. Project Understanding

The Village of Libertyville is seeking construction coordination and observation services for the upcoming water main replacement project on IL Route 137 and Woodland Road.

Water main replacement and improvements are proposed on these two (2) street segments totaling an estimated 850 lineal feet of water main. The segments are:

- Peterson Road (IL 137) 1,500 feet – Work generally includes replacement of an aging water main.
- Woodland Road 1,900 feet – Work generally includes replacement of an aging water main.

II. Scope of Services

The following scope of services is based on our conversations with the Client, our understanding of the project, and our experience on similar projects.

A. Construction Phase Services

1. GHA will oversee construction contract initiation activities, including conducting a preconstruction meeting and preparing minutes of same.
2. We will consult with the Village concerning decisions as to the acceptability of Subcontractors and other persons and organizations proposed by the Contractor for those portions of the work for which such acceptability is required by the Contract Documents.
3. We will review and approve shop drawings, diagrams, illustrations, brochures, catalog data, schedules and samples; the results of tests and inspections; and other data which the Contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information provided in the Contract Documents.
4. GHA will provide field observation services for general compliance with the contract documents. We anticipate Jon Zuhr will be the GHA staff on-site during construction. The staff member will be assisted by an Engineering Technician II or III as needed and will perform the following duties;
    a. Prepare additional supplemental drawings or sketches that may be required during the construction of the project.
    b. Keep the Village informed of the work progress by submitting weekly progress reports.

c. Prepare and furnish to the Village sketches of water main interconnections detailing locations of fittings, valves, and fire hydrants. Complete record-keeping information regarding new valves, fire hydrants, and water services on the record cards provided by the Village.

d. Check quantities and prepare and process payment applications and change orders.

e. Act as interpreter of the terms and conditions of the Contract Documents.

f. Conduct progress meetings as necessary to review status and schedules.

g. Advise the Village of noncompliance and assist the Village with informing the Contractor accordingly.

h. Advise and coordinate with the designated Village representative regarding water system valve operations necessary during the work, and for Construction Advisories to be distributed to affected area residents/owners by the Village.

i. Prepare a punch list upon substantial completion of the project.

j. Conduct a final walk-through to determine if the project has been completed in general accordance with the Contract Documents and the if Contractor has fulfilled obligations there under so that GHA may recommend, in writing, final payment to the Contractor.

i. GHA will not be responsible for the construction means, methods, techniques, sequences, procedures or safety precautions incidental thereto. GHA will not be responsible for the Contractor's failure to perform the construction work in accordance with the Contract Documents. GHA will endeavor to guard the Village against defects and deficiencies in the work of the Contractor and may disapprove or reject work as failing to conform to the Contract Documents.

5. Upon completion of construction, GHA will prepare record drawings and furnish one set of prints to the Village within 60 days of completion of the project. These drawings will detail those changes made during the construction process, based on the mark-up prints, drawings, and other data furnished by the Contractor and which GHA considers significant.

6. Upon creation of the as-built documents GHA will provide 1 shape file of the completed water main improvements for inclusion in the Villages GIS system.

III. Personnel and Schedule

Mr. Brian J Wesolowski, P.E. will serve as Project Manager and will oversee all aspects of the project. Construction phase services will be provided by Mr. Jon Zuhr an Engineering Technician IV. Additional staff will support the team as needed during the project.

Based on the status of the 2025 Water Main Improvement Program we are estimating approximately 17 weeks of full-time observation for a total of 765 hours with an additional 200 hours for project coordination & management, project closeout and as-built preparation.

Service	Cost
Construction Phase Services	$171,414.00
Material Testing (Allowance)	$3,000.00
T&M NTE Fee	**$174,414.00**
Estimated Reimbursable Expenses	$7,500.00
T&M NTE + Reimbursables	**$181,914.00**

For all services, including any additional services requested and authorized by the Client, the Client shall pay GHA in accordance with the attached *GHA Hourly Rates*.

Reimbursable expenses, including items such as printing, mileage, messenger service, etc., will be billed to the Client without markup.

Invoices will be submitted on a monthly basis, and will detail services performed.

GHA GEWALT HAMILTON ASSOCIATES, INC.

An Employee-Owned Company

GHA PROFESSIONAL SERVICES HOURLY RATE GUIDE:

2025

The following rates will remain in effect until December 31, 2025, at which time they are subject to an annual increase:

PRINCIPAL	$ 270.00
SENIOR PROJECT MANAGER II	$ 255.00
SENIOR PROJECT MANAGER I	$ 225.00
PROJECT MANAGER II	$ 206.00
PROJECT MANAGER I	$ 182.00

ENGINEER VI	$ 215.00
ENGINEER V	$ 200.00
ENGINEER IV	$ 185.00
ENGINEER III	$ 175.00
ENGINEER II	$ 158.00
ENGINEER I	$ 149.00

LAND SURVEYOR IV	$ 220.00
LAND SURVEYOR III	$ 181.00
LAND SURVEYOR II	$ 160.00
LAND SURVEYOR I	$ 140.00

GIS TECHNICIAN IV	$ 192.00
GIS TECHNICIAN III	$ 165.00
GIS TECHNICIAN II	$ 135.00
GIS TECHNICIAN I	$ 115.00

CAD MANAGER	$230.00
CAD TECHNICIAN III	$ 158.00
CAD TECHNICIAN I	$ 130.00
CAD TECHNICIAN I	$ 105.00

ENGINEER TECHNICIAN V	$ 205.00
ENGINEER TECHNICIAN IV	$ 172.00
ENGINEER TECHNICIAN III	$ 155.00
ENGINEER TECHNICIAN II	$ 130.00
ENGINEER TECHNICIAN I	$ 95.00

LANDSCAPE ARCHITECT	$ 185.00

DATA MANAGER	$ 165.00
DATA TECHNICIAN III	$ 154.00
DATA TECHNICIAN II	$ 137.00
DATA TECHNICIAN I	$ 105.00

ENVIRONMENTAL RESOURCE SPECIALIST IV	$ 200.00
ENVIRONMENTAL RESOURCE SPECIALIST III	$ 180.00
ENVIRONMENTAL RESOURCE SPECIALIST II	$ 155.00
ENVIRONMENTAL RESOURCE SPECIALIST I	$ 142.00

ADMINISTRATIVE II	$ 118.00
ADMINISTRATIVE I	$ 95.00

ACCOUNTING MANAGER	$ 200.00
ACCOUNTING II	$ 144.00
ACCOUNTING I	$ 135.00

Services provided under this Agreement will be billed according to the rates in effect at the time services are rendered.

Exhibit B

CERTIFICATE OF INSURANCE

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

SAMPLE

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

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

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

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

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

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

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(Example)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

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

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

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

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

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

CERTIFICATE HOLDER	CANCELLATION
Name of Member	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Signature of authorized Insurance company representative

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Village of Libertyville, its officials, employees, agents and volunteers	Various Locations or Name the specific address of the project
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

SAMPLE

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

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

SAMPLE

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

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

SAMPLE

 © Insurance Services Office, Inc., 2012

PETITIONS AND COMMUNICATIONS

The Zoning Board of Appeals will meet at 7:00 p.m. on Monday, April 14, 2025.

The Finance Committee will meet at 6:00 p.m. on Tuesday, April 15, 2025.

The Fire and Police Committee will meet at 7:00 p.m. on Tuesday, April 15, 2025.

The Economic Development Commission will meet at 7:30 a.m. on Wednesday, April 16, 2025.

The Appearance Review Commission/Historic Preservation Commission will meet at 4:00 p.m. on Monday, April 21, 2025.

The Bicycle Advisory Commission will meet at 5:00 p.m. on Tuesday, April 22, 2025.

The Public Works Committee will meet at 6:00 p.m. on Tuesday, April 22, 2025.

The Village Board will meet at 7:00 p.m. on Tuesday, April 22, 2025.

*All meetings will take place at the Village Hall unless otherwise noted.