



BOARD OF TRUSTEES VILLAGE BOARD MEETING

Tuesday, October 08, 2024 at 8:00 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 September 24, 2024 Village Board Meeting
 - C. Bills for Approval
 - D. Consideration of a Resolution to Approve a Special Event – St. Joseph Catholic Church and School
 - E. Consideration of a Resolution Appointing Member to the Sustain Libertyville Commission
 - F. Consideration of an Ordinance Declaring Surplus Property
 - G. Consideration of a Resolution to Approve the First Amendment to the Intergovernmental Agreement with the Village of Mundelein for Shared Wastewater Treatment Plant Lab Technician Services
 - H. Consideration of an Ordinance to Grant Variations from Sections 26-4-7.5(d) and 26-10-1.5(c)(5) of the Libertyville Zoning Code to Allow Two Garages and Five Garage Stalls - 303 and 307 Broadway Street
 - I. Consideration of an Ordinance to Grant a Variation from Section 26-4-6.5(d) of the Libertyville Zoning Code Regarding the Rear Yard Setback - 1024 Michaels Lane
 - J. Consideration of an Ordinance to Grant Variations From Sections 26-13-9.2(b) and 26-13-9.3(a) of the Libertyville Zoning Code Regarding the Location of a Fence – 1201 W. Winchester Road

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 an Ordinance to Waive Competitive Bidding and Approve a Purchase Order with Impressions in Stone for Engraving Services for the Buy-A-Brick Program
- L. Consideration of a Resolution to Approve a Municipal Facility Acceptance on a County Highway Form for the Lake County Division of Transportation Sidewalk Improvements along Butterfield Road
- M. ARC Report

REGULAR AGENDA

- 4. Report of the Plan Commission, (PC 24-09), Special Use Permit for Fitness Center - 1346/1348 S. Milwaukee Avenue
- 5. Consideration of a Resolution to Approve the Annual Purchase of Unleaded & Diesel Fuel and Motor Oil from Al Warren Oil, Co., Inc.
- 6. Consideration of a Resolution to Award a Contract and Approve Change Order No. 1 for the 2024 Skip Patching Program
- 7. Consideration of a Resolution to Approve a Professional Services Agreement with CCS International, Inc.
- 8. Consideration of a Resolution to Approve the Second and Third Amendments to the Intergovernmental Agreement with the Lake County Stormwater Management Commission for the Rockland Road Corridor and Highlands Subdivision Phase 1 & 2 Flood Reduction Projects
- 9. **Mayor's Update**
 - A. Petitions and Communications
- 10. **Village Administrator Update**
- 11. **Executive Session**
- 12. **Adjournment**

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

Assistive listening devices are available.



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: October 8, 2024
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 September 24, 2024, Village Board Meeting
 - C. Bills for Approval
 - D. Consideration of a Resolution to Approve a Special Event – St. Joseph Catholic Church and School
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 - K. Consideration of an Ordinance to Waive Competitive Bidding and Approve a Purchase Order with Impressions in Stone for Engraving Services for the Buy-A-Brick Program
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 - M. ARC Report
-

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

BOARD OF TRUSTEES VILLAGE BOARD MEETING

Tuesday, September 24, 2024, at 8:00 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 8:00 p.m. Those present were Mayor Donna Johnson, Village Trustees Scott Adams, Pete Garrity, Matthew Hickey, Casey Rooney and Jim Connell. Also in attendance were Village Attorney Hart Passman and Clerk Margaret Clark. Trustee Matt Krummick was absent.

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 any public comment for items not on the agenda.

Jim and Theresa Gasick of 573 Drake St. said that in July 2017 their house was heavily impacted by the flood. Mayor Wepler and Public Works Director Paul Kendzior came to visit the site and said it needed to be fixed. Mr. & Mrs. Gasick came to thank the Village for all that was done to make it a safe place and for fixing the flooding issue. They also wanted to thank all the residents for supporting the funding to address these problems.

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. There were none.

B. Approval of Minutes of the September 10, 2024, Village Board Meeting and the July 23, 2024, Executive Session Minutes

C. Bills for Approval

D. **RESOLUTION NO. 24-R-146:** A Resolution to Approve a Special Event – Praying for Peace

E. **RESOLUTION NO. 24-R-147:** A Resolution to Approve a Special Event – Pumpkin Fest

F. **ORDINANCE NO. 24-O-61:** An Ordinance Declaring Surplus Property

G. **RESOLUTION NO. 24-R-148:** A Resolution to Approve a Joint Purchase Agreement for Extrication Equipment with the Libertyville Fire Protection District

H. **RESOLUTION NO. 24-R-149:** A Resolution to Award a Contract for the Church & Lake Street Parking Structures Annual Maintenance Repairs Project to Western Specialty Contractors

- I. **RESOLUTION NO. 24-R-150:** A Resolution to Approve a Contract with Yellowstone Landscape for the Annual Tree Planting Program
- J. **ORDINANCE NO. 24-O-62:** An Ordinance to Approve a Major Adjustment to the Pharma Logistics Corporate Center of Libertyville, Formerly Known as the Libertyville Corporate Center Planned Development Final Plan - 1795 N. Butterfield Road
- K. **RESOLUTION NO. 24-R-151:** A Resolution to Approve a Municipal Facility Acceptance on a County Highway Form and a Right of Entry/Access Agreement for the Lake County Division of Transportation Bike Path Improvements along Butterfield Road
- L. **RESOLUTION NO. 24-R-152:** A Resolution to Approve Change Order No. 1 for the Village Hall Roof Replacement Project
- M. ARC Report
- N. HPC Report

Motion made by Village Trustee Adams to approve the Omnibus Vote Agenda items, Seconded by Village Trustee Garrity.

Voting Yea: Village Trustee Adams, Village Trustee Garrity, Village Trustee Hickey, Village Trustee Rooney, Village Trustee Connell. The item was approved with a 5-0 vote.

REGULAR AGENDA

4. REPORT OF THE ZONING BOARD OF APPEALS, (ZBA 24-11), Variation of Corner Side Yard Setback, (ZBA 24-12), Variation for Number of Garages, (ZBA 24-13), Variation for Number of Garage Stalls - 303/307 Broadway

Mayor Johnson asked if a representative of the petitioners was present. She invited Adam Lyons, project architect, to the dais.

At the July 25, 2024, meeting, the Village Board heard requests by the applicants for a corner side yard setback and rear yard setback that would have enabled the conversion of the detached garage under construction to a single-family residence. At that meeting, the Village Board deferred the matter in order to allow the applicants to withdraw their variation requests and apply for alternative variations that did not include the conversion of the detached garage into a single-family residence.

At the September 9, 2024, meeting, the Zoning Board of Appeals heard a new proposal from the applicants. They are proposing that both 303 and 307 Broadway be designated as a Single Zoning Lot of Record. The two lots combined will meet the definition of a single Zoning Lot of Record provided that both lots are owned by single ownership and are in the same block. They intend to have the existing single-family residence located on the 303 Broadway lot demolished and leave the detached garage currently under construction on the 303 Broadway lot intact as well as keeping the residence and detached garage on the 307 Broadway lot in place as well. The detached garage currently under construction will contain three (3) garage stalls for vehicles. The existing detached garage on 307 Broadway contains two (2) garage stalls for vehicles. As the two lots are requested to be designated as a Single Zoning Lot of Record the following variations are requested:

1. Variation to reduce the minimum required corner side yard setback from 30 feet to approximately 12 feet from the corner side property line in order to construct a Detached Garage for property located in an R-6 Single Family Residential District at 303/307 Broadway designated as a Single Zoning Lot of Record.
2. Variation to increase the maximum permitted number of garages from one (1) to two (2) in order to construct a Detached Garage for property located in an R-6, Single Family Residential District at 303/307 Broadway designated as a Single Zoning Lot of Record.
3. Variation to increase the maximum permitted number of garage stalls from three (3) to five (5) in order to construct a Detached Garage for property located in an R-6 Single Family Residential District at 303/307 Broadway designated as a Single Zoning Lot of Record.

A motion to recommend Village Board of Trustees approval for the variation to reduce the corner side yard setback passed with a vote of 7 – 0.

A motion to recommend Village Board of Trustees approval for the variation to increase the number of garages passed with a vote of 6 – 1.

A motion to recommend Village Board of Trustees approval for the variation to increase the number of garage stalls passed with a vote of 5 – 2.

If the Board approves the Report of the Zoning Board of Appeals, an ordinance will be prepared for the next Board meeting.

Mayor Johnson asked if there was any public comment on Agenda Item 4.

Adam Lyons, Architect, thanked the Board and staff for working with them. They all worked very collaboratively together, and the petitioners appreciate the efforts.

Mayor Johnson asked for Board comment:

Trustee Adams said he is fine as long as the petitioner understands the limitations as listed here.

Trustee Garrity said he appreciated having Director Rowe who developed a commonsense solution. He is fine with the five bays on the lot and the removal of the older home. The solution that has been worked out makes sense from the Village's perspective. Also appreciates the additional green space.

Trustee Hickey thanked the petitioner for their hard work on this. Commended them for commitment for working through the process. This is a workable solution the protects the integrity of the zoning and works for the owner. He is in favor of all three.

Trustee Rooney thanked the petitioner for working with the Village and for coming up with creative solutions. Trustee Rooney asked Director Rowe why the variations are not conditional on the demolition of the home. Director Rowe said it was deemed not necessary as the requests being made are dependent on the house being demolished.

Trustee Connell reiterated what the previous Trustees said. He thanked the petitioner and Director Rowe for seeing this through.

A motion to approve the variation to reduce the corner side yard setback was made by Trustee Rooney, Seconded by Trustee Adams. Voting Yea: Village Trustee Adams, Village Trustee Garrity, Village Trustee Hickey, Village Trustee Rooney, Village Trustee Connell. The item was approved with a 5-0 vote.

A motion to approve the variation to increase the number of garages was made by Trustee Garrity, Seconded by Trustee Connell. Voting Yea: Village Trustee Adams, Village Trustee Garrity, Village Trustee Hickey, Village Trustee Rooney, Village Trustee Connell. The item was approved with a 5-0 vote.

A motion to approve the variation to increase the number of garage stalls was made by Trustee Hickey, Seconded by Trustee Rooney. Voting Yea: Village Trustee Adams, Village Trustee Garrity, Village Trustee Hickey, Village Trustee Rooney, Village Trustee Connell. The item was approved with a 5-0 vote.

5. REPORT OF THE ZONING BOARD OF APPEALS, (ZBA 24-14), Variation of Rear Yard Setback - 1024 Michaels Lane

Mayor Johnson invited the petitioner to the dais. JJ Tarpey, a representative of the petitioners, thanked the Village for helping them.

At the September 9, 2024, meeting, the Zoning Board of Appeals heard a request from the applicants for a variation to reduce the minimum required rear yard setback in order to construct a shed roof over an existing set of egress stairs from the basement at 1024 Michaels Lane. The applicants are proposing to construct a five (5') foot by sixteen (16') foot shed roof over an existing set of egress stairs from the basement. This will encroach into the required rear yard approximately 15 feet for a setback of approximately 25 feet from the rear property line. Members of the Zoning Board of Appeals concurred with the request and recommended Village Board of Trustees approval with a vote of 7 – 0.

If the Board approves the Report of the Zoning Board of Appeals, an ordinance will be prepared for the next Board meeting.

Mayor Johnson asked if there was any public comment on Agenda Item 5. There was none.

Mayor Johnson asked for Board comment:

Trustee Garrity said that getting stormwater runoff away from the house makes sense to him. He has no problem with the setback.

Trustee Rooney said she understands the issue and supports this.

Motion made by Village Trustee Rooney to approve the Report of the Zoning Board of Appeals, Seconded by Village Trustee Adams.

Voting Yea: Village Trustee Adams, Village Trustee Garrity, Village Trustee Hickey, Village Trustee Rooney, Village Trustee Connell. The item was approved with a 5-0 vote.

6. REPORT OF THE ZONING BOARD OF APPEALS, (ZBA 24-16), Variations for a Fence - 1201 W. Winchester Road

The petitioner, Haley Spinell of 1201 W Winchester Road, was present and came up to the dais.

The property owners at 1201 W. Winchester Road are requesting variations to install a fence within the front yard that fronts the Sherborne Court right of way. The variations being request are as follows: 1) a variation to locate a fence in the front yard with the total length of the fence longer than one-third (1/3) the length of the frontage of the front yard; 2) a variation to locate a fence in the front yard that exceeds four feet in height to approximately six (6') feet in height; and 3) a variation to locate a fence in the front yard that exceeds one-third (1/3) opacity to 100%. The Zoning Board of Appeals heard the request at the September 9, 2024, meeting and concurred with the requests as the property fronts both Winchester Road and Sherborne Court and noted a similar fence variation was granted to a neighboring property in 2016.

Motions to recommend Village Board of Trustees approval of passed with votes of 7 – 0, subject to the following condition: 1) That the fence will be set north of the existing line of natural vegetation (trees and shrubs) that runs along the north side Sherborne Court right of way.

If the Board approves the Report of the Zoning Board of Appeals, an ordinance will be prepared for the next Board meeting.

Mayor Johnson asked if there was any public comment on Agenda Item 6. There was none.

Mayor Johnson asked for Board comment:

Trustees Adams and Garrity said this is in line with what has been best practice in this area.

Trustee Rooney said she supports this and thanked the petitioner for investing in the community.

Motion made by Village Trustee Adams to approve the Report of the Zoning Board of Appeals, Seconded by Village Trustee Rooney.

Voting Yea: Village Trustee Adams, Village Trustee Garrity, Village Trustee Hickey, Village Trustee Rooney, Village Trustee Connell. The item was approved with a 5-0 vote.

7. RESOLUTION NO. 24-R-153: A Resolution Approving the Award of Various Contracts for the Butler Lake Park Improvement Project

On March 1, 2023, the State of Illinois Department of Natural Resources (IDNR) notified the Village of award of a \$469,000 OSLAD grant for the Butler Lake Park Project. The project includes a new recreation space within Butler Lake Park adjacent to the lake, south of the parking lot that connects to the former bandshell area. The current site is currently a passive portion of the park that gets little, to minimal use. The project will include a playground, plant tunnels, stone seating, a shelter, permanent game tables (chess, checkers), wood bench seating, climbing nets, connected walking path, fitness station and a pollinator garden. Additional parking will also be included.

The Village engaged Featherstone Inc. to oversee the construction bidding and oversight process. On August 9, 2024, the Village advertised sealed bids for the following contracts related to the Butler Lake Park Project: Earthwork, Concrete and Asphalt Paving and Landscaping. On August 27, 2024, bids were received and read publicly.

Five earthwork, three concrete and asphalt and three landscape contract bids were received.

Staff reviewed the bids with the Parks and Recreation Committee at their January September 3, 2024, meeting. The Committee recommended staff proceed with the bids. In addition, they recommended the addition of the alternate path from the park to the existing parking lot near the former bandshell for a total cost of \$18,600 (\$6,600 to the earthwork contract, \$10,400 to the paving contract and \$1,600 to the landscaping contract).

Staff is also recommending approving two additional alternates to the Cox Landscaping, LLC. contract. The first is to furnish and install topsoil. Featherstone requested this alternate to obtain pricing to determine if this should be included as a general condition cost or under the landscaping contractor. Due to favorable pricing Featherstone recommends awarding the alternate. The second recommended alternate is for furnishing and installing the woodchips for the playground area. This was included as part of the project scope, but the contractor listed the price as an alternate instead of as part of the base bid. It is recommended to award this as well. The two alternates total \$41,050.00.

The purchase of the playground equipment for the project is being finalized and will be presented at a future Village Board meeting. In addition, certain site furnishings such as benches, trash receptacles, picnic tables, bike racks, etc. will be purchased and installed by the Village.

The project is anticipated to begin September 26, 2024, weather permitting. Sufficient funds are available in the Park Improvement Fund for FY 24/25 for the project.

Staff recommends adoption of the resolution approving contracts with Doetsch Contractors, Inc., Abbey Paving Company and Cox Landscaping, LLC. and authorize the Village Administrator to execute the contracts.

Mayor Johnson asked if there was any public comment on Agenda Item 7. There was none.

Mayor Johnson asked for Board comment:

Trustee Adams said he is in favor.

Trustee Garrity said quite a bit of time has been spent talking about this. The Village has had great success working with Featherstone. He applauded Deputy Director Engelmann and Parks & Rec Commission for their fine work. It is a robust project.

Trustee Hickey offered a note of thanks to Deputy Director Engelmann and Parks & Rec Commission for their fine work.

Trustee Rooney thanked all of staff for aggressively pursuing grants to improve our parks. These continued investments show that the Village is listening to what the residents are saying. It is impressive.

Trustee Connell thanked all for the hard work. He said it will be a unique park.

Mayor Johnson gave staff full accolades as \$1.5M in grant funding was used this year to improve our parks.

Motion made by Village Trustee Garrity to approve the Resolution, Seconded by Village Trustee Connell.

Voting Yea: Village Trustee Adams, Village Trustee Garrity, Village Trustee Hickey, Village Trustee Rooney, Village Trustee Connell. The item was approved with a 5-0 vote.

8. Report of the Fire and Police Committee

Mayor Johnson said Board discussion will precede public comment for this agenda item.

At the August 20th Fire & Police Committee meeting, a summary of the options for Village-wide dispatch services was provided and the Committee heard presentations from LakeComm (the agency established to provide Lake County consolidated dispatch services) and the Glenview Public Safety Dispatch Center (GPSDC), (a multi-agency dispatch service provider).

Following the presentations and related questions, staff reviewed the expected annual costs of the two options with the Committee. Currently, the Village's dispatch services are provided by the Village of Vernon Hills. The current annual cost is \$994,611 and the Libertyville ETSB 911 revenue offsets this cost by \$505,030, for a net out of pocket annual cost of \$489,581.

The preliminary projections to join LakeComm are anticipated to be \$453,260 and to join GPSDC \$225,000 (set amount per proposal) in the first year. (Note: These costs are both net of the offsetting revenue). The total estimated costs for LakeComm over a ten-year period is \$8,686,477. The total contract proposal for GPSDC is \$4,529,884 over the same ten-year period. The attached spreadsheet shows the detail of these dollar amounts and their assumptions in more detail.

Staff understands the benefits of joining LakeComm and Libertyville's intention to join LakeComm has been based on the premise that consolidation would provide more efficient service and be cost neutral or provide a cost savings for dispatch services. Staff has expressed their concern that the funding model for LakeComm (specifically EAV and lack of call volume statistics for the Police services) unduly burdens the future cost increases for the Village.

The GPSDC provided an unsolicited proposal to staff, and in the last few months the Village Administrator, Fire and Police Chief have met with the GPSDC Director to review current practices and functionality related to the GPSDC and the Villages' needs. Switching to LakeComm or GPSDC will require changes, however the changes to GPSDC appear to be minimal and from a cost-benefit analysis provide a significant cost savings. The main operational impact relates to Fire Department call transfers.

Call transfers take place daily in the current dispatch model. They will continue in either the LakeComm or GPSDC model. However, based on our projected and historical data, call transfers will decrease in the LakeComm model due to the consolidation of the Lake County PSAPS.

At the conclusion of the Fire & Police Committee meeting, the Committee requested that the information provided at their August 20, 2024, meeting be presented to the full Village Board for input.

Staff recommends the Mayor and Village Board provide direction to the Village Administrator to finalize an Intergovernmental Agreement (IGA) with LakeComm or GPSDC to provide dispatch services as a result of the dissolution of the Vernon Hills JETSB, given their intention to join LakeComm. This IGA would be brought before the Mayor and Village Board for a future Board meeting but no later than November 30, 2024.

Mayor Johnson said staff is looking for direction on whether to negotiate an IGA with Glenview or LakeComm for dispatch services because of the dissolution of the Vernon Hills service that the Village currently uses.

Mayor Johnson asked for Board comment:

Trustee Adams said he met with staff and listened to their recommendations. Based on this, he thinks it makes sense to go with the Glenview proposal. Just from a cost perspective it makes sense.

Trustee Garrity said from a financial aspect there is significant savings going with Glenview. The intention of the Village has always been to be part of LakeComm, however when a proposal is presented it is the Village's responsibility to consider it. Having two call centers that are up and running and the continued investment in their software are all positives. LakeComm will surely be a solid operation, but it is in a startup phase. As we sit here today there is no back up plan in place for LakeComm. While there will be transfers, all parties involved are committed to working toward seamless transfers. This is a 10-year contract with guaranteed pricing. LakeComm is only six years. When comparing the two, there is a \$2.1M difference. The fact that the Village didn't solicit Glenview, they solicited the Village, the Village must look at alternatives. The Village can consider LakeComm in the future when it is appropriate for the Village.

Trustee Hickey said his preference is to look at the Glenview opportunity. Glenview is a client driven model that works better for Libertyville. The charges are known and can be budgeted for, the backup facility is there, the cost savings allow the Village to continue to invest in our first responders which is paramount. He does want to recognize the work that was put in here by past and current staff and the administrative team and the Police & Fire Committee for educating. Thanked the Lake Comm and the Glenview teams for helping the Village come to a greater understanding.

Trustee Rooney thanked Glenview and LakeComm for all the work done and for coming tonight. This is not a decision that is taken lightly. Thanked staff and Police and Fire Chiefs for the work. As a non-home rule community, the Village does not have as many levers as other communities might have should costs escalate. Contracting with Glenview will allow the Village to provide the same top-notch services while also being fiscally responsibly.

Trustee Connell thanked Mayor Johnson for shepherding this through. He has been a LakeComm champion since day one. The fact of the matter is there is a lot in play and the money is a tall mountain to climb. The Village has some staffing challenges now and coming up and needs all the funding available to address those needs. So, Trustee Connell had to consider that when making this decision. At this time, he is in favor of Glenview.

Mayor Johnson said that this is about balancing all the needs of the community. She has really supported the ROC being built. She has been supportive of LakeComm, but when she sees that the ETSB funds can be offset with Glenview and the EAV calculation creates a burden more on Libertyville than other communities, the best decision for Libertyville will be Glenview. In the future, the Village may re-evaluate this.

Mayor Johnson asked if there was any public comment. There was none.

Village Administrator Amidei thanked the partners from Vernon Hills. They are disbanding and moving to LakeComm, and it is why the Village is looking at these two great options. She thanked our current and former chiefs who have put so much work into this. She added that there is a 365-day termination period with Glenview, not 90 days.

Trustee Connell wanted to stress that these discussions included both the Fire and Police Chiefs.

Mayor Johnson said she will entertain a motion for recommendation for staff to negotiate and develop an IGA for dispatch services with GPSDC. This IGA will be brought before the Board no later than November 30, 2024.

Motion made by Village Trustee Connell to recommend staff negotiate an IGA with GPSDC for dispatch services, Seconded by Village Trustee Rooney.

Voting Yea: Village Trustee Adams, Village Trustee Garrity, Village Trustee Hickey, Village Trustee Rooney, Village Trustee Connell. The item was approved with a 5-0 vote.

9. ORDINANCE NO. 24-O-63: An Ordinance to Waive Competitive Pricing to Purchase Water Meters and Radio Read MXU Devices from Core & Main

The Fiscal Year 2024/25 Annual Budget provides funding in the Water Fund and the Utility Capital Improvements Fund for the purchase of new and replacement water meters and remote radio read MXU devices. These new meters are used to periodically replace worn-out meters and additional meters for new construction. The remote radio read MXU devices are installed on replaced and new meters and as part of the ongoing radio read upgrade project in order to make reading more efficient by staff.

Funding in the collective amount of \$131,300 is provided in Account #'s 20-2020-5-729 and 20-2024-5-788. Staff is recommending that competitive pricing be waived because Core & Main is the sole source supplier of the Sensus metering devices currently in use in the Village. This will require a confirming ordinance because purchases to date have exceeded \$25,000 in order to not delay the opening of several large commercial developments in the Village.

Staff recommends approval of the confirming ordinance to waive competitive pricing and authorize the purchase of water meters and radio read MXU devices from Core & Main up to the budgeted amount of \$131,300.

Mayor Johnson asked if there was any public comment on Agenda Item 9. There was none.

Motion made by Village Trustee Adams to approve the Confirming Ordinance, Seconded by Village Trustee Hickey.

Voting Yea: Village Trustee Adams, Village Trustee Garrity, Village Trustee Hickey, Village Trustee Rooney, Village Trustee Connell. The item was approved with a 5-0 vote.

10. Mayor's Update

A. Petitions and Communications

The Parks and Recreation Committee will meet at 6:00 p.m. on Tuesday, October 1, 2024.

The Village Board of Trustees will meet at 8:00 p.m. on Tuesday, October 8, 2024.

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

BOARD COMMENT

Mayor Johnson thanked the members from LakeComm and Glenview for being available for this meeting to answer questions. Mayor Johnson commented on the success that was

Oktoberfest. The family friendly portion was wonderful. She thanked the police officers who were on duty.

Trustee Adams said the Oktoberfest was great. Friday was a fundraiser for the USO and nearly 400 people attended. He thanked Village staff for all of their support. The family center was a big success on Saturday afternoon.

Trustee Garrity thanked all for the Oktoberfest success.

Trustee Hickey thanked Mainstreet and GLMV for the Oktoberfest. Thanked to Director Kendzior for the see-click-fix. There have been several requests lately and they were repaired very quickly.

Trustee Rooney said she is eager for Nicholas Dowden to open.

Trustee Connell echoed all the previous comments.

Mayor Johnson thanked the Director of Finance, Denise Joseph, who contributed so much to the dispatch decision.

11. Village Administrator Update

Village Administrator Kelly Amidei provided the following update:

Nicholas Dowden Park is nearly complete. Walk through at the end of this week and there will be a soft open shortly thereafter.

There are several downtown corners that are being repaired. This is a state project.

Village Hall is getting a new roof this weekend. Village Hall will be closed on Friday. Staff will be relocated to the Police Department.

12. Executive Session

There was no need for executive session.

Adjournment

With no further business to come before the Board, Village Trustee Adams moved to adjourn at 9:10 pm, Seconded by Village Trustee Garrity. The motion passed with a unanimous voice vote.

Respectfully submitted,

Margaret Clark, Village Clerk



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: October 8, 2024
Agenda Item: Approval of Attached Bills
Staff Recommendation: Approve Payment
Staff Contact: Denise Joseph, Director of Finance

<u>Summary of Funds</u>	
General Fund	\$759,229.95
Commuter Parking Fund	3,310.75
Concord Special Service Area	1,226.08
Foreign Fire Insurance Tax	5645.00
General Bond & Interest	0.00
Hotel/Motel Tax Fund	11,408.82
Impact Fee Fund	0.00
Motor Fuel Tax Fund	0.00
Park Improvement Fund	43,417.58
Project Fund	447,273.12
Public Building Improvement Fund	970.43
Stormwater Sewer Fund	308,909.61
Tax Increment Finance District	0.00
Technology Equipment/Replacement Service Fund	14,464.42
Tech Enhancements for Police and Fire	8,020.57
Timber Creek Special Service Area	809.49
Utility Fund	278,822.03
Vehicle Maintenance/Replacement Fund	35,035.92
Total - Accounts Payable	1,918,543.77
 Total - Payroll 10/4/2024	
(Salaries & Employer Paid Benefits)	949,823.49
 Grand Total	 \$2,868,367.26

The payment of the above listed funds has been approved by the Village Board of Trustees at a meeting held on October 8, 2024 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 10/08/2024 - 10/08/2024

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							
01-0000-0-450000	BB-21-0194 - PB-21-0657	ROBERT KOFLER CONSTRUCT	Check Request For Bon	10/02/2024	10/08/2024	1,500.00	None
01-0000-0-450000	BB-24-0101 - PB-24-0392	SIEBERT CONSTRUCTION	Check Request For Bon	10/02/2024	10/08/2024	500.00	None
01-0000-0-450000	BB-24-0054 - PB-24-0145	FIX IT UP	Check Request For Bon	10/02/2024	10/08/2024	500.00	None
01-0000-0-450000	BB-24-0075 - PB-24-0245	OPTIMUM CONSTRUCTION	Check Request For Bon	10/02/2024	10/08/2024	500.00	None
01-0000-0-450000	BB-24-0121 - PB-24-0472	EXCLUSIVE DESIGN CENTER	Check Request For Bon	10/02/2024	10/08/2024	1,500.00	None
01-0000-0-450000	BB-24-0097 - PB-24-0352	WILMS, WILLIAM D	Check Request For Bon	10/02/2024	10/08/2024	500.00	None
01-0000-0-450000	BB-24-0065 - PB-24-0190	DND CONSTRUCTION	Check Request For Bon	10/02/2024	10/08/2024	1,500.00	None
01-0000-0-450000	BB-23-0229 - PB-23-0785	ALTOUNIAN CONSTRUCTION	Check Request For Bon	10/02/2024	10/08/2024	1,500.00	None
01-0000-0-450000	BESO-24-0002 - PENG-24-0078	TODD, KATHERINE	Check Request For Bon	10/02/2024	10/08/2024	250.00	None
01-0000-0-450000	BEP-24-0017 - PENG-24-0177	MARTIN JOHN COMPANY	Check Request For Bon	10/02/2024	10/08/2024	250.00	None
01-0000-0-451000	BDB-19-0014 - PZ-19-0882	CFM/AFFINITY CONSTRUCTI	Check Request For Bon	09/24/2024	10/08/2024	4,406.73	None
01-0000-0-460000	WASTE TAGS-DUE TO GROOT	GROOT, INC.	WASTE TAG SALES 9/24	13301169T096	10/08/2024	366.25	None
01-0000-6-636000	LOCAL FINES	HILL, THEODORE	REFUND PRKING TICKETS	9/24	10/08/2024	218.00	None
Total Department 0000 GENERAL						13,490.98	
Department: 0100 ADMINISTRATION/FINANCE							
01-0100-3-705000	CONTRACTUAL SERVICES	TASC	FMLA-ADMIN FEES 11/24	IN3222169	10/08/2024	292.95	None
01-0100-3-716000	VITAL RECORDS	ODP BUSINESS SOLUTIONS,	OFFICE SUPPLIES	32502559	10/08/2024	168.43	None
01-0100-3-725000	AUDIT SERVICES	LAUTERBACH & AMEN, LLP	GASB 96 REPORTING	95645	10/08/2024	1,500.00	None
01-0100-3-728000	TECHNICAL SERVICES	MUNICIPAL COLLECTIONS O	COLLECTION FEES 8/24-	65802	10/08/2024	10.00	None
01-0100-3-746000	EMPLOYEE PROGRAMS	SAM'S CLUB DIRECT COMM.	EMPLOYEE PICNIC SUPPL	9/24	10/08/2024	145.75	None
01-0100-3-746000	EMPLOYEE PROGRAMS	PARTY CITY	EMPLOYEE PICNIC SUPPL	9/24	10/08/2024	38.92	None
01-0100-3-746000	EMPLOYEE PROGRAMS	JEWEL FOOD STORE #220	GIFT CARDS-EMPLOYEE R	9/24	10/08/2024	200.00	None
01-0100-3-746000	EMPLOYEE PROGRAMS	TARGET	2-GIFT CARDS WELLNESS	102001811368228	10/08/2024	40.00	None
01-0100-3-746000	EMPLOYEE PROGRAMS	HOME DEPOT	GIFT CARD-WELLNESS PR	WJ64729264	10/08/2024	25.00	None
01-0100-3-746000	EMPLOYEE PROGRAMS	AMAZON	GIFT CARD-WELLNESS PR	114-4326854-9087416	10/08/2024	25.00	None
01-0100-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 9/24 & 10/24	60928	10/08/2024	153.03	None
01-0100-5-723000	FRAME-RETIREMENT GIFT (KA)	PETTY CASH GENERAL	REPLENISH PETTY CASH	9/24-VH	10/08/2024	16.99	None
01-0100-5-723000	UTENSILS-VH KITCHEN (MF)	PETTY CASH GENERAL	REPLENISH PETTY CASH	9/24-VH	10/08/2024	15.00	None
01-0100-5-723000	OFFICE SUPPLIES	QUADIENT FINANCE USA, I	POSTAGE MACHINE SUPPL	9/24	10/08/2024	162.45	None
01-0100-5-723000	OFFICE SUPPLIES	ODP BUSINESS SOLUTIONS,	OFFICE SUPPLIES	32502559	10/08/2024	544.53	None
01-0100-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	DOUBLETREE AB LINCOLN	LODGING-IGFOA CONF-JO	90514327	10/08/2024	362.52	None
01-0100-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	IGFOA	CHIC METRO CHAPTER LU	9/24	10/08/2024	60.00	None
01-0100-5-726000	MILEAGE-UB SEMINAR (SD)	PETTY CASH GENERAL	REPLENISH PETTY CASH	9/24-VH	10/08/2024	59.36	None
01-0100-5-799000	MISCELLANEOUS	AUSTIN'S SOUTHWEST CAFE	LUNCH-D70 REP-AMIDEI/	9/24	10/08/2024	50.14	None
01-0100-5-799000	MISCELLANEOUS	APWA-MICHGAN CHAPTER, M	JOB POSTING-WWTP OPER	000855406	10/08/2024	25.00	None
01-0100-5-799000	MISCELLANEOUS	IPRA [IL PARKS & RECREA	JOB POSTING-REC SUPER	9/24	10/08/2024	315.00	None
01-0100-5-799000	MISCELLANEOUS	APWA-MICHGAN CHAPTER, M	JOB POSTING-MAINT TEC	000855608	10/08/2024	25.00	None
01-0100-5-799000	BREAKFAST MTG (KA)	PETTY CASH GENERAL	REPLENISH PETTY CASH	9/24-VH	10/08/2024	36.35	None
01-0100-7-713000	MAINTENANCE - COPY MACHINE	RICOH USA, INC	COPIER LEASE 10/8/24-	108605584	10/08/2024	297.94	165052
Total Department 0100 ADMINISTRATION/FINANCE						4,569.36	
Department: 0201 ENGINEERING							
01-0201-3-728000	TECHNICAL SERVICES	CDW GOVERNMENT, INC	AUTOCAD LICENSE RENEW	AA5DM7F	10/08/2024	250.00	None
01-0201-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	SUPPLIES - SLEDGE HAM	22393	10/08/2024	32.98	None
01-0201-5-723000	OFFICE SUPPLIES	RICOH USA, INC	COPIER LEASE 10/8/24-	108605584	10/08/2024	99.31	165052
Total Department 0201 ENGINEERING						382.29	
Department: 0203 STREETS							
01-0203-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL I	11/24	10/08/2024	9,838.00	None

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Fund: 01 GENERAL FUND							
Department: 0203 STREETS							
01-0203-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	AUG 2023/24 DEDUCTIBL	300459	10/08/2024	120.37	None
01-0203-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE 10/8/24-	108605584	10/08/2024	155.30	165052
01-0203-5-706000	MATERIALS AND SUPPLIES	SHERWIN-WILLIAMS	PAINT CABLE	7585-3	10/08/2024	48.99	None
01-0203-5-706000	MATERIALS AND SUPPLIES	SHERWIN-WILLIAMS	RETURN-GUN CABLE	7573-9	10/08/2024	(64.34)	None
01-0203-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	3-USB CHARGERS	22467	10/08/2024	26.97	None
01-0203-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	TAPE MEASURE	22417	10/08/2024	12.99	None
01-0203-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	FLOOR SQUEEGEE	20853	10/08/2024	37.37	None
01-0203-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTY	MISC HARDWARE & SUPPL	622430	10/08/2024	51.64	None
01-0203-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	EVENTBRITE	4-DEICING WORKSHOP TI	10343014469	10/08/2024	100.00	None
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	REPAIR CONDUIT/PULL W	048844	10/08/2024	3,213.27	None
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	MEET VLG LOCATER-LAKE	048845	10/08/2024	306.00	None
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	LOCAT & REPAIR CABLE	048846	10/08/2024	774.74	None
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	INSTALL NEW POLE/HEAD	048847	10/08/2024	4,308.32	None
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	LOCATE CABLE FAULT &	048848	10/08/2024	1,609.96	None
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	INSTALL CONDUIT & SPL	048849	10/08/2024	1,905.83	None
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	SAFE WIRES & DIG CABL	048850	10/08/2024	970.48	None
01-0203-7-708000	STREETLIGHTS	WILLOW ELECTRIC SUPPLY	STREETLIGHTS	52440725.001	10/08/2024	1,598.40	None
01-0203-7-708000	SHIPPING	WILLOW ELECTRIC SUPPLY	STREETLIGHTS	52440725.001	10/08/2024	48.60	None
01-0203-7-712000	MAINTENANCE BUILDINGS	A ABSOLUTE APPLIANCE RE	RESET TEST WASHER-PW	147195	10/08/2024	65.00	None
01-0203-7-712000	CLEANING OF 600 NORTH	CHI-TOWN CLEANING SERVI	CLEANING SERVICES 9/2	24-0480	10/08/2024	450.00	None
01-0203-7-713000	LANDSCAPING AND MOWING	BUHRMAN DESIGN GROUP IN	LANDSCAPING MAINT 10/	14639	10/08/2024	1,802.67	None
01-0203-7-716000	ASPHALT FOR ROAD REPAIR	PETER BAKER & SON CO	ASPHALT	48521	10/08/2024	42.88	None
01-0203-7-716000	MAINTENANCE STREETS AND ALLEYS	HIGHSTAR TRAFFIC	MANHOLE PROTECTION RI	8243	10/08/2024	1,197.20	None
01-0203-7-717000	MAINTENANCE SIDEWALKS	MENARDS INC	2-CONCRETE CRACK SEAL	22380	10/08/2024	33.36	None
01-0203-7-717000	MAINTENANCE SIDEWALKS	MENARDS INC	CONCRETE CRACK SEAL/S	22331	10/08/2024	66.58	None
01-0203-7-717000	MAINTENANCE SIDEWALKS	MENARDS INC	PAINT BUCKETS/CONCRET	22314	10/08/2024	31.52	None
Total Department 0203 STREETS						28,752.10	
Department: 0204 SNOW REMOVAL AND ICE CONTROL							
01-0204-3-728000	CONTRACTUAL SERVICES	ZIMMERMAN, RYAN	WEATHER FORECAST WNT	463	10/08/2024	645.00	None
Total Department 0204 SNOW REMOVAL AND ICE CONTROL						645.00	
Department: 0205 REFUSE & RECYCLING							
01-0205-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL I	11/24	10/08/2024	2,971.00	None
Total Department 0205 REFUSE & RECYCLING						2,971.00	
Department: 0301 PLANNING DIVISION							
01-0301-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE 10/8/24-	108605584	10/08/2024	99.31	165052
01-0301-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE 10/8/24-	108605584	10/08/2024	110.44	165052
01-0301-5-706000	MATERIALS AND SUPPLIES	ODP BUSINESS SOLUTIONS,	OFFICE SUPPLIES	32502559	10/08/2024	206.42	None
Total Department 0301 PLANNING DIVISION						416.17	
Department: 0302 BUILDING SERVICES							
01-0302-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	AUG 2023/24 DEDUCTIBL	300459	10/08/2024	1,014.39	None
01-0302-3-728000	TECHNICAL SERVICES	THOMPSON ELEVATOR INSPE	1-FULL MOD PERMIT INS	24-1898	10/08/2024	100.00	None
01-0302-3-728000	TECHNICAL SERVICES	THOMPSON ELEVATOR INSPE	1-ELEVATOR PLAN REVIE	24-1976	10/08/2024	100.00	None
01-0302-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	SUSHI THAI	INTERVIEW MTG MEAL	9/24	10/08/2024	38.46	None
01-0302-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	BUILDING & FIRE CODE AC	REFUND-9/23 EDUCATION	9/24	10/08/2024	(195.00)	None
01-0302-5-729000	REIMBURSEABLE EXPENSES	RECORDER OF DEEDS	5-ORDINANCES	2024-00039180	10/08/2024	250.00	None
01-0302-7-715000	MAINTENANCE OTHER EQUIPMENT	RICOH USA, INC	COPIER LEASE 10/8/24-	108605584	10/08/2024	99.32	165052

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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 01 GENERAL FUND							
Department: 0302 BUILDING SERVICES							
Total Department 0302 BUILDING SERVICES						1,407.17	
Department: 0303 ECONOMIC DEVELOPMENT							
01-0303-3-728000	TECHNICAL SERVICE	COSTAR REALTY INFORMATI	COSTAR REAL ESTATE SU	121101976	10/08/2024	449.35	None
01-0303-3-741000	PROMOTION & ACTIVITIES	BHFX, LLC	3-FIREWORKS BANNERS	482411	10/08/2024	385.00	None
01-0303-5-706000	MATERIALS & SUPPLIES	BAGELS BY THE BOOK	EDC SUPPLIES	9/24	10/08/2024	38.00	None
01-0303-5-706000	MATERIALS & SUPPLIES	PANERA BREAD	EDC SUPPLIES	9/24	10/08/2024	44.18	None
01-0303-5-726000	TRAVEL, TRAINING, SUBS & DUES	THE ORIGINAL GRANNY'S	ECONOMIC DEVELOPMENT	8/24	10/08/2024	(18.34)	None
01-0303-5-726000	TRAVEL, TRAINING, SUBS & DUES	SPOT HERO	ICSC PARKING PASS	86158227	10/08/2024	10.75	None
Total Department 0303 ECONOMIC DEVELOPMENT						908.94	
Department: 0501 POLICE ADMIN, COMMUNICATION & RECORDS							
01-0501-3-705000	CONTRACTUAL SERVICES	COMMONWEALTH EDISON CO	SERVICE 8/24	9080881222/AUG24	10/08/2024	5.30	None
01-0501-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE 10/8/24-	108605584	10/08/2024	163.29	165052
01-0501-5-723000	OFFICE SUPPLIES	ODP BUSINESS SOLUTIONS,	OFFICE SUPPLIES	32502559	10/08/2024	743.20	None
01-0501-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	FEDERAL AVIATION ADMIN	2-DRONE REGISTRATION	34CRPFL	10/08/2024	5.00	None
01-0501-5-799000	MISCELLANEOUS	AMAZON CAPITAL SERVICES	HEPA FILTER	1LLQ-7GLM-4GVY	10/08/2024	59.95	None
Total Department 0501 POLICE ADMIN, COMMUNICATION & RECORDS						976.74	
Department: 0502 POLICE PATROL							
01-0502-3-705000	CONTRACTUAL SERVICES	ALL WAYS TOWING & RECOV	TOWING/#24-39185	#24-09-21454	10/08/2024	285.00	None
01-0502-5-706000	WINCHESTER 5.56MM, 55GR, FMJ, 20	RAY O'HERRON CO INC	AMMUNITION	2367755	10/08/2024	5,970.00	None
01-0502-5-706000	MATERIALS AND SUPPLIES	IL DEPT OF AGRICULTURE	INSPECTION/TESTING OF	09725268	10/08/2024	200.00	None
01-0502-5-706000	MATERIALS AND SUPPLIES	CARDIO PARTNERS, INC	4-AED REPLACEMENT BAT	INV3475184	10/08/2024	707.98	None
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	JIMMY JOHNS	IN-SERVICE TRAINING M	9/24	10/08/2024	124.68	None
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	SCHULIEN, CAITLIN	REIMBURSE-MEAL CLASS	9/24	10/08/2024	12.00	None
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	SCHULIEN, CAITLIN	REIMBURSE-MEAL CLASS	9/24	10/08/2024	12.00	None
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	AERIAL METRICS INC	DRONE TEST PREP CLASS	LBVPD002	10/08/2024	600.00	None
01-0502-5-752000	UNIFORMS	J.G. UNIFORMS INC	RESTITCH PATCH & POU	137061	10/08/2024	15.00	None
01-0502-5-752000	UNIFORMS	JOHN'S TAILOR TOUCH	PATCH PROGRAM	102353/577	10/08/2024	112.00	None
01-0502-5-752000	UNIFORMS	JOHN'S TAILOR TOUCH	PATCH PROGRAM/VEST	103313/104000	10/08/2024	54.00	None
01-0502-5-799000	MISCELLANEOUS	DJI SERVICE LLC	REPLACEMENT FEES	S006692461	10/08/2024	65.00	None
01-0502-6-790000	CAPITAL OUTLAY	AMAZON CAPITAL SERVICES	LCMCTF SUPPLIES/DRONE	1DKG-1YL3-934L	10/08/2024	139.81	None
01-0502-7-715000	MAINTENANCE OTHER EQUIPMENT	911 TECH INC	PS TRACKER ANNUAL SUB	1638	10/08/2024	3,900.00	None
Total Department 0502 POLICE PATROL						12,197.47	
Department: 0503 POLICE-INVESTIGATIONS							
01-0503-5-706000	MATERIALS AND SUPPLIES	AMAZON CAPITAL SERVICES	LCMCTF SUPPLIES/DRONE	1DKG-1YL3-934L	10/08/2024	10.99	None
01-0503-5-706000	MATERIALS AND SUPPLIES	EVIDENT	LCMCTF - SUPPLIES	244369B	10/08/2024	12.50	None
01-0503-5-706000	MATERIALS AND SUPPLIES	AMAZON CAPITAL SERVICES	OFFICE SUPPLY	1LRM-M9KR-DNX3	10/08/2024	19.99	None
01-0503-5-706000	MATERIALS AND SUPPLIES	SIRCHIE ACQUISITION CO.	EVIDENCE SUPPLIES FOR	0665541-IN	10/08/2024	365.35	None
Total Department 0503 POLICE-INVESTIGATIONS						408.83	
Department: 0504 POLICE-COMMUNITY POLICING							
01-0504-5-706000	MATERIALS AND SUPPLIES	LIBERTY DOG SPA	GROOMERS	9/24	10/08/2024	56.60	None
01-0504-5-706000	MATERIALS AND SUPPLIES	AMAZON CAPITAL SERVICES	4-CANCER AWARENESS SH	1LNL-FKCD-H9FY	10/08/2024	75.96	None
Total Department 0504 POLICE-COMMUNITY POLICING						132.56	
Department: 0505 POLICE-COMMUNITY SERVICES							
01-0505-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	AMERICAN RED CROSS	IN-SERVICE TRAINING	0-0018799285	10/08/2024	266.00	None
Total Department 0505 POLICE-COMMUNITY SERVICES						266.00	

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Fund: 01 GENERAL FUND							
Department: 0601 FIRE-ADMINISTRATION							
01-0601-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE 10/8/24-	108605584	10/08/2024	153.04	165052
01-0601-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 9/24 & 10/24	60928	10/08/2024	69.00	None
01-0601-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 9/24 & 10/24	60928	10/08/2024	492.73	None
01-0601-6-790000	CAPITAL OUTLAY	FLUID TECHNOLOGIES INC	EJECTOR PIT PUMP SYST	240663	10/08/2024	15,000.00	None
Total Department 0601 FIRE-ADMINISTRATION						15,714.77	
Department: 0602 FIRE PREVENTION							
01-0602-3-705000	CONTRACTUAL SERVICES	T-MOBILE	IPAD SERV 8/21/24-9/2	988105346	10/08/2024	126.84	None
01-0602-5-724000	PUBLIC EDUCATION	AWARDS AND ENGRAVING	RIBBON/FIGURE ON BASE	20473	10/08/2024	204.70	None
01-0602-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	NIFIA	CONF REGISTRATION-WEA	1525	10/08/2024	400.00	None
01-0602-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	IL FIRE INSP ASSOC [IFI	SEMINAR-WEAVER	24598	10/08/2024	30.00	None
Total Department 0602 FIRE PREVENTION						761.54	
Department: 0603 FIRE-EMERGENCY SERVICES							
01-0603-3-705000	CONTRACTUAL SERVICES	HFS BUREAU OF FISCAL OP	GEMT REVENUE SHARE W/	GEMTFY24260	10/08/2024	559,138.80	None
01-0603-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	AUG 2023/24 DEDUCTIBL	300459	10/08/2024	2,108.26	None
01-0603-3-728000	TECHNICAL SERVICES	HEALTH ENDEAVORS, SC	ANNUAL DEPARTMENT PHY	9692	10/08/2024	4,520.00	None
01-0603-5-707000	FIREFIGHTER SUPPLIES	CE SOLUTIONS	MEDICAL OFFICER'S REG	247524	10/08/2024	414.92	None
01-0603-5-707000	FIREFIGHTER SUPPLIES	IL DEPT OF PUBLIC HEALT	AMBULANCE LICENSE REN	7265	10/08/2024	127.81	None
01-0603-5-707000	FIREFIGHTER SUPPLIES	BIO-TRON, INC	MONITOR CABLES	901654	10/08/2024	300.00	None
01-0603-5-707000	FIREFIGHTER SUPPLIES	STRYKER SALES, LLC	POWER SUPPLY W/CORD	9207266319	10/08/2024	434.93	None
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	AIRBNB	LODGING FOR TRAINING-	RCXR3AKQPX	10/08/2024	625.89	None
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	IL DEPT OF PUBLIC HEALT	PARAMEDIC LICENSE FEE	060886884	10/08/2024	61.35	None
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	JONES & BARTLETT LEARNI	TEXTBOOK	989394	10/08/2024	89.19	None
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	IL DEPT OF PUBLIC HEALT	PARAMEDIC LICENSE REN	060071552	10/08/2024	41.00	None
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	IL DEPT OF PUBLIC HEALT	PARAMEDIC LICENSE REN	060013265	10/08/2024	41.00	None
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	IL DEPT OF PUBLIC HEALT	PARAMEDIC LICENSE REN	060254836	10/08/2024	41.00	None
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	IL DEPT OF PUBLIC HEALT	PARAMEDIC LICENSE REN	060035888	10/08/2024	41.00	None
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	IL DEPT OF PUBLIC HEALT	PARAMEDIC LICENSE REN	001141001	10/08/2024	41.00	None
Total Department 0603 FIRE-EMERGENCY SERVICES						568,026.15	
Department: 0604 FIRE-SUPPORT SERVICES							
01-0604-3-705000	CONTRACTUAL SERVICES	SOURCE, INC OF MISSOURI	ANNUAL NETCLOUD RENEW	372008	10/08/2024	2,894.46	None
01-0604-5-706000	MATERIALS AND SUPPLIES	CARROT-TOP INDUSTRIES I	STATION FLAGS	133956	10/08/2024	702.39	None
01-0604-5-706000	MATERIALS AND SUPPLIES	BATTERIES PLUS LLC	3-BATTERIES	P76017189	10/08/2024	23.04	None
01-0604-5-706000	MATERIALS AND SUPPLIES	ZEP SALES & SERVICE	CARWASH SOAP	9010271447	10/08/2024	120.62	None
01-0604-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTY	MISC HARDWARE & SUPPL	622430	10/08/2024	763.87	None
01-0604-5-707000	FIREFIGHTER SUPPLIES	AIR ONE EQUIPMENT, INC	BOOTS	211518	10/08/2024	414.00	None
01-0604-5-707000	FIREFIGHTER SUPPLIES	MENARDS INC	SINK SPRAYER-STN1	22437	10/08/2024	7.99	None
01-0604-5-707000	FIREFIGHTER SUPPLIES	EAGLE ENGRAVING, INC	FIREFIGHTER PASSPORT	2024-6875	10/08/2024	53.40	None
01-0604-5-707000	FIREFIGHTER SUPPLIES	ACE HARDWARE OF LIBERTY	MISC HARDWARE & SUPPL	622430	10/08/2024	14.99	None
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	POLO SHIRT-WEAVER	122088	10/08/2024	54.00	None
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	POLO SHIRT-PAKOSTA	126124	10/08/2024	54.00	None
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	2-POLO SHIRTS-DURAN	126665	10/08/2024	108.00	None
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	SHIRT-PITEL	126666	10/08/2024	91.00	None
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORM-MAYER	128319	10/08/2024	175.00	None
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORM-GREMPKA	127619	10/08/2024	126.00	None
01-0604-7-712000	MAINTENANCE BUILDINGS	FOSTER COACH SALES, INC	AIR COMPRESSOR	28082	10/08/2024	1,217.99	None
01-0604-7-712000	MAINTENANCE BUILDINGS	MKC PLUMBING INC	PLUMBING WK FOR URINA	5313	10/08/2024	1,552.02	None
01-0604-7-713000	LANDSCAPING AND MOWING	BUHRMAN DESIGN GROUP IN	LANDSCAPING MAINT 10/	14639	10/08/2024	582.92	None

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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 01 GENERAL FUND							
Department: 0604 FIRE-SUPPORT SERVICES							
01-0604-7-714000	MAINT MOTOR VEHICLE FEES	FOSTER COACH SALES, INC	LATCH FOR DOOR	28080	10/08/2024	102.94	None
01-0604-7-715000	MAINTENANCE OTHER EQUIPMENT	SOURCE, INC OF MISSOURI	ROUTER & ANTENNA-NEW	371880	10/08/2024	1,386.69	None
01-0604-7-715000	MAINTENANCE OTHER EQUIPMENT	AIR ONE EQUIPMENT, INC	BREATHING AIR TEST ST	211650	10/08/2024	199.46	None
Total Department 0604 FIRE-SUPPORT SERVICES						10,644.78	
Department: 0701 PARKS							
01-0701-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL I	11/24	10/08/2024	18,800.00	None
01-0701-3-705000	CLEANING OF 544 NORTH	CHI-TOWN CLEANING SERVI	CLEANING SERVICES 9/2	24-0480	10/08/2024	374.00	None
01-0701-3-721000	INTERGOVMTAL RISK MGMT AGENCY	IRMA	AUG 2023/24 DEDUCTIBL	300459	10/08/2024	2,764.88	None
01-0701-5-706000	MATERIALS AND SUPPLIES	TEAM REIL INC	PLAYGROUND EQUIPMNT R	24612	10/08/2024	277.00	None
01-0701-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	7/16 FLAT WASHERS	22481	10/08/2024	5.49	None
01-0701-5-706000	MATERIALS AND SUPPLIES	GEORGE GARNER CYCLERY L	PUMP HOSES-BIKE STNS	092624133034102	10/08/2024	72.00	None
01-0701-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	NIPSTA	TRAINING CLASS-IBARRA	77156082	10/08/2024	256.25	None
01-0701-5-728000	TREE SURGERY AND SPRAYING	KINNUCAN CO.	FUNGICIDE APPLICATION	410359	10/08/2024	308.00	None
01-0701-5-752000	UNIFORMS	LECHNER & SONS	UNIFORMS	3438522	10/08/2024	76.14	None
01-0701-7-712000	MAINTENANCE BUILDING	MCMaster-CARR SUPPLY CO	2-MARKING TAPE	33313723	10/08/2024	26.98	None
01-0701-7-712000	MAINTENANCE BUILDING	MCMaster-CARR SUPPLY CO	2-MARKING TAPE	33313723	10/08/2024	8.69	None
01-0701-7-712000	MAINTENANCE BUILDING	MENARDS INC	CLEANING BRUSH & BOLT	22327	10/08/2024	22.72	None
01-0701-7-712000	MAINTENANCE BUILDING	ACE HARDWARE OF LIBERTY	MISC HARDWARE & SUPPL	622430	10/08/2024	44.75	None
01-0701-7-713000	MAINTENANCE GROUNDS	MIDWEST GROUNDCOVERS LL	ROSE SHRUBS FOR WAYFI	1801441	10/08/2024	105.25	None
01-0701-7-713000	MAINTENANCE GROUNDS	MIDWEST GROUNDCOVERS LL	SUMAC SHRUBS FOR ADLE	1801442	10/08/2024	276.50	None
01-0701-7-713000	SHORELINE MAINTENANCE	TALLGRASS RESTORATION,	HERBACEOUS VEGETATION	2033616	10/08/2024	4,140.00	None
01-0701-7-713000	PLANT INSTALL & WATERING 10 POTS	ROOT & STEM INC	PLANTER POT WATERING	1589	10/08/2024	1,405.00	None
01-0701-7-713000	LANDSCAPING AND MOWING	BUHRMAN DESIGN GROUP IN	LANDSCAPING MAINT 10/	14639	10/08/2024	20,866.42	None
01-0701-7-713000	MAINTENANCE GROUNDS	ACE HARDWARE OF LIBERTY	MISC HARDWARE & SUPPL	622430	10/08/2024	15.99	None
Total Department 0701 PARKS						49,846.06	
Department: 0702 RECREATION							
01-0702-3-713000	INDEPENDENT CONTRACTOR	MAGIC OF GARY KANTOR	MAGIC CLS INSTRUCTION	9/24	10/08/2024	35.00	None
01-0702-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE 10/8/24-	108605584	10/08/2024	155.30	165052
01-0702-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 8/24	0606557454-1/AUG24	10/08/2024	37.36	None
01-0702-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 8/24	0602319168-1/AUG24	10/08/2024	37.36	None
01-0702-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 9/24 & 10/24	60928	10/08/2024	34.06	None
01-0702-5-706000	SUPPL & EXP - TOT PROGRAMS	SAM'S CLUB DIRECT COMM.	2-TONER CARTRIDGES-PR	9467575467311617372	10/08/2024	105.98	None
01-0702-5-706000	SUPPL & EXP - TOT PROGRAMS	WALGREEN COMPANY	PRESCHOOL SUPPLIES	9/24	10/08/2024	6.43	None
01-0702-5-706000	SUPPL & EXP - TOT PROGRAMS	CANLAN SPORTS LIBERTYVI	SEP 2024 SUB-LEASE/CL	9/24	10/08/2024	4,000.00	None
01-0702-5-706000	SUPPL & EXP - TOT PROGRAMS	RICOH USA, INC	COPIER LEASE 10/8/24-	108605584	10/08/2024	110.44	165052
01-0702-5-706000	SUPPL & EXP - TOT PROGRAMS	AMAZON CAPITAL SERVICES	MESSY SCIENCE CTR SUP	17J9-CDQM-1PHG	10/08/2024	48.71	None
01-0702-5-707000	SUPPL & EXP-YOUTH PROGRAMS	DOMINO'S PIZZA	PARENT'S NIGHT OUT PR	9/24	10/08/2024	32.00	None
01-0702-5-722000	SEASONAL BROCHURES	FACEBOOK, INC	BOOST ADS FOR THIRSTY	8/24	10/08/2024	30.00	None
01-0702-5-722000	SEASONAL BROCHURES	CLEVERBRIDGE, INC	REGISTRATION GUIDE WE	BKD-736504405412	10/08/2024	530.00	None
01-0702-5-723000	OFFICE SUPPLIES	CONSTANT CONTACT	CONSTANT CONTACT EMAI	9/24	10/08/2024	47.50	None
01-0702-5-723000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	KEY DROP BOX	1DVM-7TR6-DHC6	10/08/2024	24.99	None
01-0702-5-723000	OFFICE SUPPLIES	RICOH USA, INC	ADDT'L COPIES 8/24	5070188754	10/08/2024	19.69	None
01-0702-5-732000	SUPPLIES & EXP -SPC EVNT FMLY	AMAZON CAPITAL SERVICES	PARTY SUPPLIES	1LLQ-7GLM-L7RG	10/08/2024	379.32	None
01-0702-5-750000	REFUNDS	SPINA, COURTNEY	REFUND-PROGRAM CANCEL	2003808.002	10/08/2024	80.00	None
01-0702-5-750000	REFUNDS	GRODZKI, CAROLINE	REFUND-CLASS CANCELLE	20038009.002	10/08/2024	65.00	None
01-0702-5-750000	REFUNDS	MOTYCKA, KEITH	REFUND-OUT OF TOWN	2003810.002	10/08/2024	45.00	None
01-0702-5-750000	REFUNDS	ASHLEY HURTER KIZER	REFUND-LOW ENROLLMENT	2003811.002	10/08/2024	125.00	None
01-0702-5-750000	REFUNDS	SAHAGIAN, JILL	REFUND-LOW ENROLLMENT	2003812.002	10/08/2024	100.00	None

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Fund: 01 GENERAL FUND							
Department: 0702 RECREATION							
01-0702-5-750000	REFUNDS	ROSBERG, LAUREN	REFUND-CANCELLED	2003815.002	10/08/2024	45.00	None
01-0702-5-750000	REFUNDS	EISEMAN, EDIE	REFUND-LODGE RENTAL	2003816.002	10/08/2024	500.00	None
01-0702-5-799000	MISCELLANEOUS	AMAZON CAPITAL SERVICES	BUTLER LAKE PARK SIGN	1L91-TMY9-C44X	10/08/2024	83.96	None
01-0702-7-712000	MAINTENANCE BUILDING	CANLAN SPORTS LIBERTYVI	SEP 2024 SUB-LEASE/CL	9/24	10/08/2024	925.00	None
01-0702-7-712000	MAINTENANCE BUILDING	MENARDS INC	DOWNSPOUT ADAPTER-ADL	22846	10/08/2024	4.53	None
01-0702-7-712000	MAINTENANCE BUILDING	AMAZON CAPITAL SERVICES	KEY DROP BOX - ADLER	1NTG-M33G-F6KV	10/08/2024	24.99	None
01-0702-7-712000	CLEANING OF ADLER LODGE	CHI-TOWN CLEANING SERVI	CLEANING SERVICES 9/2	24-0480	10/08/2024	650.00	None
01-0702-7-712000	CLEANING OF CRAWFORD HOUSE	CHI-TOWN CLEANING SERVI	CLEANING SERVICES 9/2	24-0480	10/08/2024	650.00	None
01-0702-7-712000	CLEANING OF RIVERSIDE OFFICES	CHI-TOWN CLEANING SERVI	CLEANING SERVICES 9/2	24-0480	10/08/2024	400.00	None
01-0702-7-712000	CLEANING OFRIVERSIDE PRESCHOOL	CHI-TOWN CLEANING SERVI	CLEANING SERVICES 9/2	24-0480	10/08/2024	500.00	None
01-0702-7-712000	CLEANING OFRIVERSIDE BATHROOMS	CHI-TOWN CLEANING SERVI	CLEANING SERVICES 9/2	24-0480	10/08/2024	350.00	None
01-0702-7-712000	CLEANING OF BUTLER FIELD HOUSE	CHI-TOWN CLEANING SERVI	CLEANING SERVICES 9/2	24-0480	10/08/2024	275.00	None
01-0702-7-712000	MAINTENANCE BUILDING	ACE HARDWARE OF LIBERTY	MISC HARDWARE & SUPPL	622430	10/08/2024	(62.20)	None
01-0702-7-712000	MAINTENANCE BUILDING	ACE HARDWARE OF LIBERTY	MISC HARDWARE & SUPPL	622430	10/08/2024	68.74	None
Total Department 0702 RECREATION						10,464.16	
Department: 0703 SWIMMING POOL OPERATIONS							
01-0703-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 9/24 & 10/24	60928	10/08/2024	102.16	None
01-0703-5-732000	CONCESSION EXPENSE	SAM'S CLUB DIRECT COMM.	CLEANING SUPPLIES	9/24	10/08/2024	20.96	None
Total Department 0703 SWIMMING POOL OPERATIONS						123.12	
Department: 1200 LEGISLATIVE BDS & COMMITTEES							
01-1200-3-728000	TECHNICAL SERVICE	PADDOCK PUBLICATIONS, I	ZBA24-17 PUB HEARING	306191	10/08/2024	82.80	None
01-1200-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	LAKE COUNTY MUNICIPAL L	2024 ANNUAL DINNER-JO	10411796889	10/08/2024	65.87	None
01-1200-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	JOHNSON, DONNA	REIMBURSEMENT-IML CON	9/24	10/08/2024	110.04	None
01-1200-5-771000	BD OF POLICE & FIRE COMMISSION	PIZZA ITALIA	POLICE & FIRE COMMISS	9/24	10/08/2024	18.89	None
01-1200-5-799000	MISCELLANEOUS	PANERA BREAD	FIRE & POL COMMITTEE	176363	10/08/2024	180.38	None
01-1200-5-799000	TIP FOR MTG MEAL	PETTY CASH GENERAL	REPLENISH PETTY CASH	9/24-VH	10/08/2024	5.00	None
Total Department 1200 LEGISLATIVE BDS & COMMITTEES						462.98	
Department: 1300 LEGAL							
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	MONTHLY LEGAL RETAINE	19196	10/08/2024	8,230.00	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL - 513 E	19204	10/08/2024	1,962.00	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-INTERGO	19215	10/08/2024	380.00	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-FRANCHI	19216	10/08/2024	152.00	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-ZONING	19217	10/08/2024	1,061.00	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-REDEVEL	19208	10/08/2024	228.00	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-LIBERTY	19209	10/08/2024	836.00	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL - TRIMM	19210	10/08/2024	76.00	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-POLICE	19219	10/08/2024	190.00	None
01-1300-3-776000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-VILLAGE	19220	10/08/2024	860.00	None
01-1300-3-777000	VILLAGE PROSECUTOR	LALUZERNE & SMITH, LTD.	LEGAL SERVICES 8/24	9/24	10/08/2024	9,051.00	None
01-1300-3-779000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-MISC LI	19221	10/08/2024	1,087.50	None
01-1300-3-779000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-SPECTRU	19213	10/08/2024	422.00	None
01-1300-3-779000	VILLAGE ATTORNEY-GEN REPRESENT	ELROD FRIEDMAN LLP	LEGAL COUNSEL-ADMIN R	19214	10/08/2024	2,062.50	None
Total Department 1300 LEGAL						26,598.00	
Department: 1500 CENTRAL BUSINESS DST PARKING							
01-1500-7-712000	MAINTENANCE BUILDING	PLUMBERS SUPPLY CO	FIRE SPRINKLER RISER	90918550	10/08/2024	569.67	None
01-1500-7-713000	LANDSCAPING AND MOWING	BUHRMAN DESIGN GROUP IN	LANDSCAPING MAINT 10/	14639	10/08/2024	955.42	None

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Fund: 01 GENERAL FUND							
Department: 1500 CENTRAL BUSINESS DST PARKING							
Total Department 1500 CENTRAL BUSINESS DST PARKING						1,525.09	
Department: 1700 PUBLIC BUILDINGS							
01-1700-4-712000	STORMWATER FEE	VILLAGE OF LIBERTYVILLE	STORMSEWER VILLAGE AC	9/24	10/08/2024	2,950.50	None
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	MINI-EARTH GREENHOUSES	MUM FLOWERS-VH	9/24	10/08/2024	14.96	None
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	WAREHOUSE DIRECT, INC	JANITORIAL SUPPLIES	5798455-0	10/08/2024	290.53	None
01-1700-7-712000	LANDSCAPING AND MOWING	BUHRMAN DESIGN GROUP IN	LANDSCAPING MAINT 10/	14639	10/08/2024	279.92	None
01-1700-7-712000	CLEANING OF VILLAGE HALL	CHI-TOWN CLEANING SERVI	CLEANING SERVICES 9/2	24-0480	10/08/2024	850.00	None
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	LECHNER & SONS	FLOOR MATS FOR THE VH	3439528	10/08/2024	106.67	None
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	ACE HARDWARE OF LIBERTY	MISC HARDWARE & SUPPL	622430	10/08/2024	24.99	None
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	WAREHOUSE DIRECT, INC	LYSOL WIPES	5793246-0	10/08/2024	106.38	None
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	GRAINGER INC	TOILET PARTS FOR LOBB	9249133829	10/08/2024	89.33	None
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	WAREHOUSE DIRECT, INC	JANITORIAL SUPPLIES	5798455-0	10/08/2024	200.00	None
01-1700-7-713000	LANDSCAPING AND MOWING	BUHRMAN DESIGN GROUP IN	LANDSCAPING MAINT 10/	14639	10/08/2024	1,080.67	None
01-1700-7-713000	CLEANING OF SCHERTZ BLDG	CHI-TOWN CLEANING SERVI	CLEANING SERVICES 9/2	24-0480	10/08/2024	1,525.00	None
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	ACE HARDWARE OF LIBERTY	MISC HARDWARE & SUPPL	622430	10/08/2024	(62.21)	None
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	ACE HARDWARE OF LIBERTY	MISC HARDWARE & SUPPL	622430	10/08/2024	81.95	None
Total Department 1700 PUBLIC BUILDINGS						7,538.69	
Total Fund 01 GENERAL FUND						759,229.95	
Fund: 02 CONCORD SPECIAL SERVICE AREA							
Department: 0000 GENERAL							
02-0000-0-781000	LANDSCAPING AND MOWING	BUHRMAN DESIGN GROUP IN	LANDSCAPING MAINT 10/	14639	10/08/2024	1,226.08	None
Total Department 0000 GENERAL						1,226.08	
Total Fund 02 CONCORD SPECIAL SERVICE AREA						1,226.08	
Fund: 03 TECH ENHANCEMENTS FOR POLICE AND FIRE							
Department: 0000 GENERAL							
03-0000-6-790000	CAPITAL OUTLAY	HONEYWELL INTERNATIONAL	STATION ALERTING SYST	5267988574	10/08/2024	8,020.57	None
Total Department 0000 GENERAL						8,020.57	
Total Fund 03 TECH ENHANCEMENTS FOR POLICE AND FIRE						8,020.57	
Fund: 05 FOREIGN FIRE INSURANCE TAX							
Department: 0000 GENERAL							
05-0000-0-790000	FIRE FIGHTING/EMER MED EQUIP	ALERT-ALL CORP	PUBLIC EDUCATION MATE	224080570	10/08/2024	1,600.00	None
05-0000-0-790000	FIRE FIGHTING/EMER MED EQUIP	FLUID TECHNOLOGIES INC	EJECTOR PIT PUMP SYST	240663	10/08/2024	4,045.00	None
Total Department 0000 GENERAL						5,645.00	
Total Fund 05 FOREIGN FIRE INSURANCE TAX						5,645.00	
Fund: 06 TIM/CREEK SPECIAL SERVICE AREA							
Department: 0000 GENERAL							
06-0000-0-780000	RETENTION POND MAINT	COMMONWEALTH EDISON CO	SERVICE 8/24	8009923104/AUG24	10/08/2024	58.72	None
06-0000-0-780000	RETENTION POND MAINT	COMMONWEALTH EDISON CO	SERVICE 8/24	2177952671/AUG/24	10/08/2024	45.86	None
06-0000-0-780000	RETENTION POND MAINT	COMMONWEALTH EDISON CO	SERVICE 8/24	1645108443/AUG24	10/08/2024	79.66	None
06-0000-0-781000	LANDSCAPING AND MOWING	BUHRMAN DESIGN GROUP IN	LANDSCAPING MAINT 10/	14639	10/08/2024	625.25	None
Total Department 0000 GENERAL						809.49	
Total Fund 06 TIM/CREEK SPECIAL SERVICE AREA						809.49	

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Fund: 13 HOTEL/MOTEL TAX FUND							
Department: 0000 GENERAL							
13-0000-0-713000	DOWNTOWN BEAUTIFICATION	MENARDS INC	IRRIGATION MATERIALS-	22833	10/08/2024	33.34	None
13-0000-0-713000	DOWNTOWN BEAUTIFICATION	BUHRMAN DESIGN GROUP IN	LANDSCAPING MAINT 10/	14639	10/08/2024	4,216.40	None
13-0000-0-713000	DOWNTOWN BEAUTIFICATION	ACE HARDWARE OF LIBERTY	MISC HARDWARE & SUPPL	622430	10/08/2024	9.73	None
13-0000-0-720000	COOK HOUSE	D5 DESIGN & METAL FABRI	REPAIR RAILINGS-COOK	20248108	10/08/2024	600.00	None
13-0000-0-720000	COOK HOUSE	CHICAGO ORNAMENTAL PLAS	STUCCO WORK-COOK HOUS	2823	10/08/2024	5,750.00	None
13-0000-0-759000	TOURISM PROMOTIONS	FACEBOOK, INC	SHOPPING ADS	1020155401412970	10/08/2024	13.99	None
13-0000-0-762000	CIVIC CENTER	FSS TECHNOLOGIES INC	ELEV MONITORING 10/1-	I-37828	10/08/2024	135.00	None
13-0000-0-762000	CIVIC CENTER	ACE HARDWARE OF LIBERTY	MISC HARDWARE & SUPPL	622430	10/08/2024	38.37	None
13-0000-0-781000	ADLER CULTURAL CENTER	DOOR SYSTEMS, INC	ADJUST FRONT DOOR-ADL	944012-A	10/08/2024	600.00	None
13-0000-0-781000	ADLER CULTURAL CENTER	ACE HARDWARE OF LIBERTY	MISC HARDWARE & SUPPL	622430	10/08/2024	11.99	None
Total Department 0000 GENERAL						11,408.82	
Total Fund 13 HOTEL/MOTEL TAX FUND						11,408.82	
Fund: 14 COMMUTER PARKING FUND							
Department: 0000 GENERAL							
14-0000-3-730000	RENTAL OF LAND	AMERICAN LEGION POST #3	PARKING LOT LEASE 11/	10/24	10/08/2024	550.00	None
14-0000-5-750000	REFUNDS	ROBBINS, CAROL	COMMUTER PKG PERMIT R	9/24	10/08/2024	188.00	None
14-0000-7-713000	LANDSCAPING AND MOWING	BUHRMAN DESIGN GROUP IN	LANDSCAPING MAINT 10/	14639	10/08/2024	1,572.75	None
14-0000-7-713000	CLEANING OF METRA STATIONS	CHI-TOWN CLEANING SERVI	CLEANING SERVICES 9/2	24-0480	10/08/2024	1,000.00	None
Total Department 0000 GENERAL						3,310.75	
Total Fund 14 COMMUTER PARKING FUND						3,310.75	
Fund: 20 UTILITY FUND							
Department: 0000 GENERAL							
20-0000-0-401001	DUE TO UTILITY CUSTOMER	BIRD, JOHN	UB refund for account	09/26/2024	10/08/2024	7.34	None
20-0000-0-401001	DUE TO UTILITY CUSTOMER	MOREIRA, VASCO & NICOLE	UB refund for account	09/30/2024	10/08/2024	62.36	None
20-0000-0-401001	DUE TO UTILITY CUSTOMER	OZATA, CAGLAR	UB refund for account	09/30/2024	10/08/2024	108.15	None
20-0000-0-413000	LC INTERCEPTOR CONNECTION FEE	LAKE COUNTY DEPT OF PUB	INTERCEPTOR CONNECTIO	10/24	10/08/2024	15,800.00	None
Total Department 0000 GENERAL						15,977.85	
Department: 2020 WATER DEPARTMENT							
20-2020-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL I	11/24	10/08/2024	6,867.00	None
20-2020-2-720000	INSURANCE	MOE FRINGE BENEFITS	REFUND-OCT-TOGNARELLI	3859005	10/08/2024	(2,971.00)	None
20-2020-3-721000	INTERGOVM TAL RISK MGMT AGENCY	IRMA	AUG 2023/24 DEDUCTIBL	300459	10/08/2024	401.50	None
20-2020-3-728000	TECHNICAL SERVICES	CDW GOVERNMENT, INC	AUTOCAD LICENSE RENEW	AA5DM7F	10/08/2024	125.00	None
20-2020-3-728000	TECHNICAL SERVICES	SUBURBAN LABORATORIES,	WATER SAMPLING 8/24	GA4000121	10/08/2024	366.00	None
20-2020-3-728000	TECHNICAL SERVICES	MUNICIPAL COLLECTIONS O	COLLECTION FEES 8/24-	65804	10/08/2024	25.04	None
20-2020-3-728000	TECHNICAL SERVICES	NEWGEN STRATEGIES & SOL	WATER AND SEWER RATE	19761	10/08/2024	5,945.00	None
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 8/24	6250543000/AUG24	10/08/2024	68.80	None
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 8/24	2772723333/AUG24	10/08/2024	108.13	None
20-2020-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 8/24	0603114171-1/AUG24	10/08/2024	39.01	None
20-2020-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 9/24 & 10/24	60928	10/08/2024	34.65	None
20-2020-4-712000	STORMWATER FEE	VILLAGE OF LIBERTYVILLE	STORMSEWER VILLAGE AC	9/24	10/08/2024	247.50	None
20-2020-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	2 INCH PVC	20861	10/08/2024	57.46	None
20-2020-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	HAND TOOLS	22838	10/08/2024	35.95	None
20-2020-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTY	MISC HARDWARE & SUPPL	622430	10/08/2024	253.59	None
20-2020-5-723000	OFFICE SUPPLIES	WITTROCK, MARTIN E	REIMBURSE-OFFICE SUPP	10/24	10/08/2024	134.05	None
20-2020-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	AMERICAN PUBLIC WORKS A	2024 APWA PWX CONFERE	418531	10/08/2024	858.00	None
20-2020-5-729000	WATER METERS AND RADIO READ MXU D	CORE & MAIN LP	WATER METER	V718797	10/08/2024	965.00	None

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Fund: 20 UTILITY FUND							
Department: 2020 WATER DEPARTMENT							
20-2020-5-752000	UNIFORMS	CUTLER WORKWEAR	UNIFORM-ZAMORA	PS-INV038309	10/08/2024	170.09	None
20-2020-5-798000	PURCHASE OF WATER - CLCJAWA	CENTRAL LK CTY JOINT AC	WATER USAGE 9/24	10/24	10/08/2024	142,511.67	None
20-2020-5-798000	PURCHASE OF WATER - CLCJAWA	CENTRAL LK CTY JOINT AC	CENTRUM MAINT 7/24	10/24	10/08/2024	119.45	None
20-2020-7-712000	LANDSCAPING AND MOWING	BUHRMAN DESIGN GROUP IN	LANDSCAPING MAINT 10/	14639	10/08/2024	301.42	None
20-2020-7-715000	MAINTENANCE OTHER EQUIPMENT	GRAINGER INC	PORTABLE GENERATOR	9246040498	10/08/2024	1,239.84	None
20-2020-7-716000	B-BOXES	MID AMERICAN WATER OF W	B-BOXES	273962w	10/08/2024	2,027.28	None
20-2020-7-716000	ASPHALT FOR WATER SYSTEM	PETER BAKER & SON CO	ASPHALT	48378	10/08/2024	530.59	None
20-2020-7-716000	MAINTENANCE WATER LINE	WATER PRODUCTS CO OF AU	HYDRANT REPAIR PARTS	0325186	10/08/2024	235.00	None
Total Department 2020 WATER DEPARTMENT						160,696.02	
Department: 2021 SEWER DEPARTMENT							
20-2021-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL I	11/24	10/08/2024	5,893.00	None
20-2021-3-728000	TECHNICAL SERVICES	CDW GOVERNMENT, INC	AUTOCAD LICENSE RENEW	AA5DM7F	10/08/2024	113.86	None
20-2021-4-707000	COUNTY SEWER SERVICE	LAKE COUNTY DEPT OF PUB	COUNTY SEWER 8/24	480054307	10/08/2024	65,280.55	None
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 8/24	9602198000/AUG24	10/08/2024	131.67	None
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 8/24	9465532222/AUG24	10/08/2024	55.12	None
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 8/24	8376092000/AUG24	10/08/2024	36.74	None
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 8/24	3865032000/AUG24	10/08/2024	40.82	None
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 8/24	2563892000/AUG24	10/08/2024	48.36	None
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 8/24	0775692000/AUG24	10/08/2024	34.40	None
20-2021-5-706000	MATERIALS AND SUPPLIES	ACE HARDWARE OF LIBERTY	MISC HARDWARE & SUPPL	622430	10/08/2024	55.96	None
20-2021-7-715000	LANDSCAPING AND MOWING	BUHRMAN DESIGN GROUP IN	LANDSCAPING MAINT 10/	14639	10/08/2024	63.00	None
Total Department 2021 SEWER DEPARTMENT						71,753.48	
Department: 2022 WASTE WATER TREATMENT PLANT							
20-2022-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 8/24	0606400787-2/AUG24	10/08/2024	1,932.99	None
20-2022-4-710000	TELEPHONE	PEERLESS NETWORK, INC	SERVICE 9/24 & 10/24	60928	10/08/2024	37.46	None
20-2022-5-706000	MATERIALS AND SUPPLIES	USA BLUEBOOK	LAB SUPPLIES	INV00488626	10/08/2024	266.35	None
20-2022-5-706000	MATERIALS AND SUPPLIES	MENARDS INC	4-WATERSTOPS	22428	10/08/2024	79.96	None
20-2022-5-706000	MATERIALS AND SUPPLIES	USA BLUEBOOK	GLASS FIBER FILTER	INV00490791	10/08/2024	122.50	None
20-2022-5-707000	HYPERION 5800	CHEMTRADE CHEMICALS US	PHOSPHORUS REMOVAL CH	90154093	10/08/2024	12,779.20	None
20-2022-7-712000	LANDSCAPING AND MOWING	BUHRMAN DESIGN GROUP IN	LANDSCAPING MAINT 10/	14639	10/08/2024	1,246.08	None
20-2022-7-712000	CLEANING OF WWTP	CHI-TOWN CLEANING SERVI	CLEANING SERVICES 9/2	24-0480	10/08/2024	311.00	None
20-2022-7-715000	MAINTENANCE OTHER EQUIPMENT	MENARDS INC	DIGESTER BLDG HEATER	22489	10/08/2024	18.39	None
20-2022-7-715000	MAINTENANCE OTHER EQUIPMENT	MENARDS INC	RETURN-COUPLING NUTS	22784	10/08/2024	(4.94)	None
20-2022-7-715000	MAINTENANCE OTHER EQUIPMENT	MENARDS INC	2-1/2"x10' EMT CONDUIT	22832	10/08/2024	11.72	None
20-2022-7-715000	MAINTENANCE OTHER EQUIPMENT	MENARDS INC	MATERIAL TO HANG HEAT	22776	10/08/2024	71.99	None
20-2022-7-715000	MAINTENANCE OTHER EQUIPMENT	MENARDS INC	RETURN SUPPLIES	22783	10/08/2024	(42.84)	None
20-2022-7-715000	MAINTENANCE OTHER EQUIPMENT	MENARDS INC	DIGESTER WALL HEATER	22785	10/08/2024	40.13	None
20-2022-7-715000	MAINTENANCE OTHER EQUIPMENT	MENARDS INC	WALL HEATER SUPPLIES	22797	10/08/2024	30.94	None
Total Department 2022 WASTE WATER TREATMENT PLANT						16,900.93	
Department: 2024 UTILITY-CAPITAL IMPROVEMENT							
20-2024-6-776000	ENGINEERING	ROBINSON ENGINEERING LT	2024 CLEAN & TELE-ENG	24090205	10/08/2024	278.75	None
20-2024-6-776000	ENGINEERING	ROBINSON ENGINEERING LT	2024 SEWER LINING-ENG	24090204	10/08/2024	1,875.00	None
20-2024-6-781000	RESIDENTIAL LEAD SERVICE REPLACE	MTND LLC	LEAD SERV REIMBURSE -	9/24	10/08/2024	2,250.00	None
20-2024-6-795000	ENGINEERING	CLARK DIETZ, INC	WATER SYSTEM MODEL	442365	10/08/2024	9,090.00	None
Total Department 2024 UTILITY-CAPITAL IMPROVEMENT						13,493.75	
Total Fund 20 UTILITY FUND						278,822.03	

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Fund: 21 STORMWATER SEWER FUND							
Department: 0000 GENERAL							
21-0000-0-401000	ACCOUNTS PAYABLE	BIRD, JOHN	UB refund for account	09/26/2024	10/08/2024	2.48	None
21-0000-0-401000	STORMWATER	HERR, SHYLA	UB Receipt Refund for	09/26/2024	10/08/2024	91.06	None
21-0000-0-401000	ACCOUNTS PAYABLE	MOREIRA, VASCO & NICOLE	UB refund for account	09/30/2024	10/08/2024	21.80	None
21-0000-0-401000	ACCOUNTS PAYABLE	OZATA, CAGLAR	UB refund for account	09/30/2024	10/08/2024	25.93	None
Total Department 0000 GENERAL						141.27	
Department: 2121 STORMWATER SEWER							
21-2121-6-790000	ENGINEERING	ROBINSON ENGINEERING LT	2024 CLEAN & TELE-ENG	24090205	10/08/2024	278.75	None
21-2121-6-790000	CAPITAL OUTLAY	USA BLUEBOOK	FLEX COUPLINGS	INV00485673	10/08/2024	155.49	None
21-2121-6-790000	CAPITAL OUTLAY	CIVILTECH ENGINEERING,	ROCKLAND CORRIDOR-CON	54485	10/08/2024	1,823.72	None
21-2121-6-790000	CAPITAL OUTLAY	MENARDS INC	5-EROSION BLANKETS	22535	10/08/2024	224.95	None
21-2121-6-790000	CAPITAL OUTLAY	LESTER'S MATERIAL SERVI	TOP SOIL	0097998-IN	10/08/2024	251.10	None
21-2121-6-790000	CAPITAL OUTLAY	RAY SCHRAMER & CO	STORM SEWER GRATE	167813	10/08/2024	510.90	None
21-2121-6-790000	CAPITAL OUTLAY	CHRISTOPHER B BURKE ENG	COPELAND DESIGN	194375	10/08/2024	62,894.00	None
21-2121-6-790000	CAPITAL OUTLAY	RAY SCHRAMER & CO	CONCRETE MIX	167820	10/08/2024	44.00	None
21-2121-6-790000	CAPITAL OUTLAY	ACE HARDWARE OF LIBERTY	MISC HARDWARE & SUPPL	622430	10/08/2024	(62.21)	None
21-2121-6-790000	CAPITAL OUTLAY	ACE HARDWARE OF LIBERTY	MISC HARDWARE & SUPPL	622430	10/08/2024	669.74	None
21-2121-7-718000	LANDSCAPING AND MOWING	BUHRMAN DESIGN GROUP IN	LANDSCAPING MAINT 10/	14639	10/08/2024	2,044.58	None
21-2121-9-796000	INTEREST PAYMENTS	AMALGAMATED BANK OF CHI	SERIES 2024	8111	10/08/2024	239,933.32	None
Total Department 2121 STORMWATER SEWER						308,768.34	
Total Fund 21 STORMWATER SEWER FUND						308,909.61	
Fund: 30 VEHICLE MAINT/REPL SERVICE FD							
Department: 0000 GENERAL							
30-0000-2-720000	INSURANCE	MOE FRINGE BENEFITS	PW UNION MED/DENTAL I	11/24	10/08/2024	8,913.00	None
30-0000-3-787000	REPAIR	CIT GROUP, INC	EMERGENCY REPAIR-FIRE	112w24617	10/08/2024	2,443.42	None
30-0000-3-787000	REMOVE AND REPLACE DEF HEADER	E4 MACQUEEN EQUIPMENT LLC	REPLACE DEF HEADER-EN	w04346	10/08/2024	1,620.01	None
30-0000-5-711000	GASOLINE & OIL	AL WARREN OIL CO INC	UNLEADED GASOLINE	w1685790	10/08/2024	17,320.47	None
30-0000-5-714000	VEHICLE PARTS	LEACH ENTERPRISES INC	RETURN DESICCANT CART	01P9378	10/08/2024	(200.01)	None
30-0000-5-714000	VEHICLE PARTS	CHICAGO PARTS & SOUND L	RETURN-SCRAPBATTERY	1CR0082597	10/08/2024	(66.00)	None
30-0000-5-714000	VEHICLE PARTS	MENARDS INC	ANCHORS/RIVETS	22419	10/08/2024	29.80	None
30-0000-5-714000	VEHICLE PARTS	LAKE COUNTY HOSE & EQUI	A/C FITTINGS	211168	10/08/2024	29.80	None
30-0000-5-714000	VEHICLE PARTS	O'REILLY AUTO PARTS	6-ROTORS	3977-108738	10/08/2024	120.00	None
30-0000-5-714000	VEHICLE PARTS	DUXLER TIRE STORE	DISPOSAL TIRES	136260	10/08/2024	18.00	None
30-0000-5-714000	VEHICLE PARTS	LIBERTYVILLE LINCOLN SA	HOSE ASSEMBLY	5137741	10/08/2024	228.48	None
30-0000-5-714000	VEHICLE PARTS	LIBERTYVILLE LINCOLN SA	MOULDING	5137740	10/08/2024	72.20	None
30-0000-5-714000	VEHICLE PARTS	MACQUEEN EQUIPMENT LLC	SWITCH	P30442	10/08/2024	273.05	None
30-0000-5-714000	VEHICLE PARTS	GROWER EQUIPMENT & SUPP	FUEL VALVE AND LINE	INV-47769	10/08/2024	17.72	None
30-0000-5-714000	VEHICLE PARTS	MIDWEST HOSE AND FITTIN	1/2 INCH STEEL FITTIN	237861	10/08/2024	150.23	None
30-0000-5-714000	VEHICLE PARTS	MIDWEST HOSE AND FITTIN	1/2 INCH STEEL FITTIN	237853	10/08/2024	88.39	None
30-0000-5-714000	VEHICLE PARTS	POMP'S TIRE SERVICE INC	TIRES FOR A-461	290273317	10/08/2024	795.54	None
30-0000-5-714000	VEHICLE PARTS	DUXLER TIRE STORE	TIRES	136435	10/08/2024	302.02	None
30-0000-6-782000	VEHICLE REPLACEMENT COSTS	SUBURBAN ACCENTS, INC	GRAPHICS & LETTERING	35455	10/08/2024	775.00	None
30-0000-6-782000	VEHICLE REPLACEMENT COSTS	MPC COMMUNICATIONS & LI	REMOVE & INSTALL SING	24-1223	10/08/2024	895.00	None
30-0000-6-782000	VEHICLE REPLACEMENT COSTS	SUBURBAN ACCENTS, INC	GRAPHICS & LETTERING	35483	10/08/2024	775.00	None
30-0000-6-782000	VEHICLE REPLACEMENT COSTS	MPC COMMUNICATIONS & LI	DOME LIGHT/AXON ANTEN	24-1224	10/08/2024	434.80	None
Total Department 0000 GENERAL						35,035.92	
Total Fund 30 VEHICLE MAINT/REPL SERVICE FD						35,035.92	

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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 31 TECHNOLOGY EQUIP/REPL SER FD							
Department: 0000 GENERAL							
31-0000-3-728000	CONSULTING SERVICES	MGP, INC	GISC STAFFING SERVICE	7390	10/08/2024	11,504.54	None
31-0000-4-711000	WIRELESS SERVICE	VERIZON	SERVICE 8/20-9/19/24	9974241220	10/08/2024	810.06	None
31-0000-4-711000	WIRELESS SERVICE	T-MOBILE	WIRELESS SERVICE 8/21	982446608	10/08/2024	1,538.71	None
31-0000-4-711000	WIRELESS SERVICE	T-MOBILE	WIRELESS SERVICE 8/21	987378264	10/08/2024	611.11	None
Total Department 0000 GENERAL						14,464.42	
Total Fund 31 TECHNOLOGY EQUIP/REPL SER FD						14,464.42	
Fund: 40 PROJECT FUND							
Department: 0000 GENERAL							
40-0000-0-773000	MATERIALS TESTING	RUBINO ENGINEERING INC	MATERIALS TESTING-202	10147	10/08/2024	3,663.00	None
40-0000-0-773000	PARLIAMENT COURT ROADWAY RESURFAC	PETER BAKER & SON CO	PARLIAMENT CT-CONSTRU	24125A.02	10/08/2024	38,491.69	None
40-0000-0-773000	ROAD PROGRAM	PETER BAKER & SON CO	2024 ROAD PROGRAM-CON	24125LIB.02	10/08/2024	399,449.08	None
40-0000-0-773000	MATERIALS TESTING	RUBINO ENGINEERING INC	2024 ROAD PROGRAM - M	10015	10/08/2024	5,636.00	None
40-0000-0-773000	ANNUAL ROAD IMPROVEMENT PRGM	PADDOCK PUBLICATIONS, I	SKIP PATCHING BID NOT	306015	10/08/2024	33.35	None
Total Department 0000 GENERAL						447,273.12	
Total Fund 40 PROJECT FUND						447,273.12	
Fund: 45 PARK IMPROVEMENT FUND							
Department: 0000 GENERAL							
45-0000-0-782000	PARK IMPROVEMENT COSTS	LAKE COUNTY STORMWATER	BUTLER LK IMPRVMENTS D	INV-00087981	10/08/2024	3,960.00	165051
45-0000-0-782000	PARK IMPROVEMENT COSTS	AMAZON CAPITAL SERVICES	6-PADDLE RACKS	1HMV-QPWJ-XCJ6	10/08/2024	887.94	None
45-0000-0-782000	PICNIC TABLES	R.J. THOMAS MFG. CO., I	ND SITE AMENITIES- BE	275174	10/08/2024	3,470.40	None
45-0000-0-782000	ADA PICNIC TABLE	R.J. THOMAS MFG. CO., I	ND SITE AMENITIES- BE	275174	10/08/2024	508.50	None
45-0000-0-782000	PLAYGROUND BENCHES	R.J. THOMAS MFG. CO., I	ND SITE AMENITIES- BE	275174	10/08/2024	2,392.20	None
45-0000-0-782000	BENCH CAPS	R.J. THOMAS MFG. CO., I	ND SITE AMENITIES- BE	275174	10/08/2024	399.60	None
45-0000-0-782000	DECORATIVE TRASH CANS	R.J. THOMAS MFG. CO., I	ND SITE AMENITIES- BE	275174	10/08/2024	3,337.20	None
45-0000-0-782000	TRASH LINER	R.J. THOMAS MFG. CO., I	ND SITE AMENITIES- BE	275174	10/08/2024	414.00	None
45-0000-0-782000	FREIGHT	R.J. THOMAS MFG. CO., I	ND SITE AMENITIES- BE	275174	10/08/2024	745.00	None
45-0000-0-782000	PARK IMPROVEMENT COSTS	DOOR SYSTEMS, INC	INSTALL DOORS & THRES	994012-C	10/08/2024	1,230.60	None
45-0000-0-782000	PARK IMPROVEMENT COSTS	AMAZON CAPITAL SERVICES	STAY OFF GRASS SIGNS	1v4F-wwk7-Cx66	10/08/2024	175.92	None
45-0000-0-782000	WATER FOUNTAIN	MOST DEPENDABLE FOUNTAI	ND SITE AMENITIES - W	INV79910	10/08/2024	4,040.00	None
45-0000-0-782000	CREDIT PER VENDOR	MOST DEPENDABLE FOUNTAI	ND SITE AMENITIES - W	INV79910	10/08/2024	(250.00)	None
45-0000-0-782000	ADLER LODGE FLOORING REPLACEMENT	ENGINEERED FLOORS, LLC	ADLER LODGE RENOVATIO	6-3888099	10/08/2024	22,106.22	None
Total Department 0000 GENERAL						43,417.58	
Total Fund 45 PARK IMPROVEMENT FUND						43,417.58	
Fund: 46 PUBLIC BUILDING IMPROVEMENT FD							
Department: 0000 GENERAL							
46-0000-0-794000	FIRE STATION 2 REMODEL ITEMS	MENARDS INC	FIRE STATION 2 REMODE	22690	10/08/2024	970.43	None
Total Department 0000 GENERAL						970.43	
Total Fund 46 PUBLIC BUILDING IMPROVEMENT FD						970.43	

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF LIBERTYVILLE

EXP CHECK RUN DATES 10/08/2024 - 10/08/2024

POSTED
OPEN AND PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number	
--- TOTALS BY FUND ---								
		01	GENERAL FUND			759,229.95		
		02	CONCORD SPECIAL SERVICE AREA			1,226.08		
		03	TECH ENHANCEMENTS FOR POLICE AND FIR			8,020.57		
		05	FOREIGN FIRE INSURANCE TAX			5,645.00		
		06	TIM/CREEK SPECIAL SERVICE AREA			809.49		
		13	HOTEL/MOTEL TAX FUND			11,408.82		
		14	COMMUTER PARKING FUND			3,310.75		
		20	UTILITY FUND			278,822.03		
		21	STORMWATER SEWER FUND			308,909.61		
		30	VEHICLE MAINT/REPL SERVICE FD			35,035.92		
		31	TECHNOLOGY EQUIP/REPL SER FD			14,464.42		
		40	PROJECT FUND			447,273.12		
		45	PARK IMPROVEMENT FUND			43,417.58		
		46	PUBLIC BUILDING IMPROVEMENT FD			970.43		
		Total For All Funds:					1,918,543.77	



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: October 8, 2024

Agenda Item: Consideration of a Resolution to Approve a Special Event – St. Joseph Catholic Church and School

Staff Recommendation: Approve Resolution

Staff Contact: Kelly A. Amidei, Village Administrator

Background: St. Joseph Catholic Church and School have submitted a request to use Sunrise Rotary Park and Maple Avenue for a Trunk or Treat/Fall Fest from 4:00 p.m. to 7:00 p.m. on Friday, October 25, 2024.

Staff recommends Village Board approval of the resolution approving the special event for a Trunk or Treat/Fall Fest on Friday, October 25, 2024.

Attachments:

1. Resolution
2. Special Event Application

RESOLUTION NO. 24-R-

A RESOLUTION APPROVING A SPECIAL EVENT – ST. JOSEPH CATHOLIC CHURCH AND SCHOOL

WHEREAS, St. Joseph Catholic Church and School (“*Applicant*”) have filed an application with the Village to host a special event at Sunrise Rotary Park and Maple Avenue on Friday, October 25, 2024 from 4:00 to 7:00 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 Sunrise Rotary 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 October, 2024.

AYES:

NAYS:

ABSENT:

APPROVED this 8th day of October, 2024.

Donna Johnson, Village President

ATTEST:

Margaret Clark, Village Clerk

EXHIBIT A
AGREEMENT

EVENT DATE(s): 10/25/24



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: St. Joseph Fall Fest

Sponsoring Organization: St. Joseph Catholic Church and School

Address: 121 E. Maple Ave Libertyville

Phone: 847-362-2073 Fax: 847.362.6821

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

Contact Person: Liz Kennedy - St. Joe's

Address: 121 E. Maple Ave.

Daytime Phone: ~~847-362-5821~~ Cell Phone: _____

Section 2: General Information

Event Date: 10/25/24

Event time (please list for each date): 4-7 p.m

Set up date and time: 10/25/24 9 a.m.

EVENT DATE(s): 10/25/24

Dismantling/clean up date and time: 10/25/24 8 p.m.

(clean up includes removal of all waste, dumpsters, equipment, dismantling of tents, filling tent holes, removal of portable toilets, etc.)

Estimated number of attendees (including participants and staff/volunteers): 100

Section 3: Event Location

Please check all that apply

Public parking lot – Address: _____

Private parking lot – Address: _____

Please attach letter of approval from property owner

Park – Please list park

Sunrise Rotary Park in front of St. Joe's

Public streets – Please list street(s): _____

Section 4: Type of Special Event

Please check all that apply

<input type="checkbox"/> Arts & crafts sale	<input type="checkbox"/> Corporate function/gathering	<input type="checkbox"/> Outdoor business event
<input type="checkbox"/> Bicycle ride	<input type="checkbox"/> Fundraising event	<input type="checkbox"/> Run/Walk (Distance: _____)
<input type="checkbox"/> Car show	<input type="checkbox"/> Parade	<input type="checkbox"/> Sidewalk sale/business event
<input type="checkbox"/> Carnival/Circus	<input type="checkbox"/> Petting zoo	<input checked="" type="checkbox"/> Other: <u>Church get together</u>

Purpose of the event:

Trunk of treat/Fall Fest for families of St. Joseph Catholic school and church

General description of the event:

Trunk or treat cars will park along Maple Ave in front of the church, food, entertainment and games will take place in park.

Admission fee for event: \$ 10

List organizations receiving proceeds from admissions:

St. Joseph School Parent Association.

EVENT DATE(s): 10/25/24

Section 5: Services for Special Event

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

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

Raffle

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

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

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

Tent

Electrical wiring/generator

Signs/banners - application and regulations are attached

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

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

Amplifier

Car show

Other services not listed above:

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: St. Joe's internal communications.

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

WASTE REMOVAL IS THE RESPONSIBILITY OF THE EVENT ORGANIZER.

Waste removal will be provided by the host site.

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

Waste Hauler:

Hauler Address:

Hauler Phone Number:

EVENT DATE(s): 10/25/24

Section 6: Traffic, Security, Medical Services & Fees

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

POLICE	FIRE	PUBLIC WORKS
<input checked="" type="checkbox"/> Traffic Control	<input type="checkbox"/> Ambulance	<input type="checkbox"/> Barricades
<input type="checkbox"/> Crowd Control	<input type="checkbox"/> Fire suppression	<input type="checkbox"/> Cones
<input type="checkbox"/> Event Security	<input type="checkbox"/> Fire inspections	<input type="checkbox"/> Orange snow fencing
<input type="checkbox"/> Money escorts		

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

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

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

		STREET NAME	CLOSE TIME	OPEN TIME
<input checked="" type="checkbox"/> Closure	<input type="checkbox"/> Parking	Maple Ave	4:30	7:30
<input type="checkbox"/> Closure	<input type="checkbox"/> Parking			
<input type="checkbox"/> Closure	<input type="checkbox"/> Parking			
<input type="checkbox"/> Closure	<input type="checkbox"/> Parking			
<input type="checkbox"/> Closure	<input type="checkbox"/> Parking			

Section 7: Required Documents, Insurance & Hold Harmless Agreement

CERTIFICATE OF INSURANCE:

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

AUTOMOBILE INSURANCE:

Does this event include use of vehicles?

- YES – Number of vehicles: _____
- NO

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

HOLD HARMLESS:

EVENT DATE(s): 10/25/24

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 10/25/24 (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 11 day of Sept., 2024.

Anna Roeser
Signature

9/11/2024
Date

Operations Director
Print name and title

St. Joseph Catholic Church & School
Organization



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: October 8, 2024

Agenda Item: Consideration of a Resolution Appointing Member to the Sustain Libertyville Commission

Staff Recommendation: Approve Resolution

Staff Contact: Donna Johnson, Mayor

Background: Mayor Johnson recommends the appointment of Becky Sawle to fill a vacancy on the Sustain Libertyville Commission as outlined in Exhibit A of the attached resolution. All Commissions, terms and functions are outlined in Chapter 2 of the Municipal Code.

Attachments:

1. Resolution

RESOLUTION NO. 24-R-

A RESOLUTION APPOINTING MEMBERS TO
THE SUSTAIN LIBERTYVILLE COMMISSION

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 Member to the Sustain Libertyville Commission. The Village President recommends the appointment of Becky Sawle to the Sustain Libertyville 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 October, 2024.

AYES:

NAYES:

ABSENT:

APPROVED this 8th day of October, 2024.

Donna Johnson, Village President

ATTEST:

Margaret Clark, Village Clerk

EXHIBIT A

Sustain Libertyville Commission:

Becky Sawle

Commission Expires:

May 2025



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: October 8, 2024

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

Background: The attached Ordinance, which includes Exhibit A, listing several Public Works Department items for declaration as surplus and to be listed on the government on-line auction site GovDeals.

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

Attachments:

1. Ordinance

VILLAGE OF LIBERTYVILLE
ORDINANCE NO. 24-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 October, 2024.

Published in pamphlet form by direction
and authority of the Village of Libertyville
Lake County, Illinois
The ___ day of October, 2024.

VILLAGE OF LIBERTYVILLE
ORDINANCE NO. 24-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 October, 2024.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of October, 2024.

Donna Johnson, Village President

ATTEST:

Margaret Clark, Village Clerk

Exhibit A

Item	Quantity	Department	Disposition
1. Folding Chairs	60	Public Works	Auction
2. Folding Tables	15	Public Works	Auction
3. Drafting Table	1	Public Works	Auction
4. Plastic Recycle Lids	31	Public Works	Auction
5. Rubber Mats	51	Public Works	Auction
6. Wooden Benches	8	Public Works	Auction
7. Diatomaceous Earth Pool Filter Media Bags	4	Public Works	Auction
8. Plastisol Coated Benches	3	Public Works	Auction
9. Plastisol Chair Seats	6	Public Works	Auction
10. Jackhammers	4	Public Works	Auction
11. 2006 Dodge Dakota	1	Public Works	Auction



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: October 8, 2024

Agenda Item: Consideration of a Resolution to Approve the First Amendment to the Intergovernmental Agreement with the Village of Mundelein for Shared Wastewater Treatment Plant Lab Technician Services

Staff Recommendation: Approve Resolution

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

Background: An Intergovernmental Agreement between the Villages of Libertyville and Mundelein for shared laboratory services at their respective wastewater treatment plants was approved on May 8, 2018 with the passage of Resolution 18-R-90. The shared laboratory technician position is a designated employee from the Village of Mundelein who was billed to the Village of Libertyville at a monthly plus laboratory supplies. The Intergovernmental Agreement was suspended in 2022 when the Village of Libertyville added staff at their wastewater treatment plant and the Lead Operator assumed the laboratory duties.

Due to current staffing levels, and an unexpected leave of another employee, the Village of Libertyville contacted the Village of Mundelein to reinstate the Intergovernmental Agreement for shared laboratory technician services until full staffing levels at our wastewater treatment plant can be once again achieved. The monthly rate of \$6,500 is based upon an average of 20 hours/week. Sufficient funding is available in the FY 2024/25 Annual Budget under the Utility Fund/Wastewater Treatment Plant salaries & wages and employee benefits due to the vacancy created by the resignation.

Staff recommends adoption of the attached resolution to approve the First Amendment to the Intergovernmental Agreement with the Village of Mundelein for shared lab technician services at the wastewater treatment plant and authorize execution by the Mayor and Village Clerk.

List of Attachments:

1. Resolution
2. First Amendment
3. Intergovernmental Agreement

RESOLUTION NO. 24-R-

A RESOLUTION TO APPROVE THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE VILALGE OF MUNDELEIN FOR SHARED WASTEWATER TREATMENT PLANT LAB TECHNICIAN SERVICES

WHEREAS, the Village of Libertyville and the Village of Mundelein previously identified an opportunity to share a laboratory technician position at their respective wastewater treatment plants; and

WHEREAS, the shared services arrangement was detailed in an Intergovernmental Agreement that was approved by Resolution 18-R-90 on May 8, 2018; and

WHEREAS, the shared position was a designated employee of the Village of Mundelein and was billed to the Village at an initial monthly rate plus laboratory supplies; and

WHEREAS, the Intergovernmental Agreement was suspended in 2022 when the Village of Libertyville increased staff at the wastewater treatment plant and the Lead Operator assumed the laboratory duties; and

WHEREAS, due to an unexpected resignation of one operator and injury to another operator, the Village of Libertyville desires to reinstate the Intergovernmental Agreement for the shared laboratory technician position; and

WHEREAS, the Villages of Libertyville and Mundelein desire to execute a First Amendment to the Intergovernmental Agreement, which is attached as Exhibit A and incorporated hereto by this reference, to reinstate the shared lab technician services between the wastewater treatment plants.

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

SECTION 1: Recitals. The Village of Libertyville Board of Trustees approves the First Amendment to the Intergovernmental Agreement with the Village of Mundelein for the Shared Wastewater Treatment Plant Lab Technician Services.

SECTION 2: The Village of Libertyville Board of Trustees authorizes the Village President and Village Clerk to execute the First Amendment to Intergovernmental Agreement with the Village of Mundelein for the Shared Wastewater Treatment Plant Lab Technician Services.

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

PASSED this ____ day of _____, 2024.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2024.

Donna Johnson, Village President

ATTEST:

Margaret Clark, Village Clerk

Exhibit A

(First Amendment to the Intergovernmental Agreement)

**FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT FOR WASTEWATER TREATMENT PLANT SHARED LAB TECHNICIAN
SERVICES BETWEEN THE VILLAGE OF LIBERTYVILLE AND THE VILLAGE OF MUNDELEIN**

This is a First Amendment to the Intergovernmental Agreement (“Agreement”) made and entered into on June 1, 2018 by and between the Village of Mundelein, an Illinois municipal corporation (“Mundelein”), and the Village of Libertyville, an Illinois municipal corporation (“Libertyville”) for shared wastewater treatment plant lab technician services.

In consideration of the mutual covenants set forth in the First Amendment, Mundelein and Libertyville agree to the following amendments to the Agreement:

Section 5 is deleted in its entirety and replaced with the following new Section 5:

Section 5: Libertyville shall pay a fee of **\$6,500.00 per month** for the laboratory technician services under this agreement and shall be invoiced monthly. Libertyville shall also pay for 50% of the lab supplies Mundelein purchases to provide this service. Libertyville shall be invoiced annually for laboratory supplies along with the supply invoices as verification. Laboratory supplies shall only include the additional chemicals, materials and equipment required to provide Libertyville with the approved scope of work in Exhibit A. Libertyville agrees to make payment to Mundelein within 30 days upon receipt of said invoices.

Section 6 is deleted in its entirety and replaced with the following new Section 6:

Section 6: The fee for this service shall increase annually by 3%. Such increases shall be made effective May 1 beginning in the year **2025**.

Section 7 is deleted in its entirety and replaced with the following new Section 7:

Section 7: One Mundelein employee, designated as a wastewater treatment plant laboratory technician, shall be made available during the regular workday as specified in Section 2 to complete work designated by Libertyville. Libertyville’s requests for additional Mundelein employees are subject to availability and consent of the Mundelein Director of Public Works and Engineering. Any additional employees requested by Libertyville shall be charged at the **rate of \$70 per hour** during regular workday as specified in Section 2.

Section 8 is deleted in its entirety and replaced with the following new Section 8:

Section 8: In the event that Libertyville requires any employee of the Mundelein Public Works and Engineering Department to respond to an emergency or other situation outside of normal Mundelein business hours specified in Section 2, Libertyville will be billed at the **rate of \$92/hour** with a two-hour minimum, per employee. The chargeable time shall commence upon the response of the employee and end upon the completion of duties for said responses. Libertyville also desires that one primary employee of the Mundelein Public Works experienced in wastewater treatment plant operations be part of the rotational weekend duty responsibility, which is 5 hours on Saturdays and 5 hours on Sundays. Libertyville will be billed for the rotational weekend duty

at the rate of **\$92/hour** with a two-hour minimum, per employee. The chargeable time shall commence upon the response of the employee and end upon completion of duties for said responses.

Libertyville will utilize the same 24 hours on-call contact system (Mundelein-issued cellular phone) in use by the Mundelein Public Works and Engineering Department. The on-call employee will respond to the request by Libertyville by acknowledging and responding to the phone call received and report for duty as requested by Libertyville.

All other portions of the Agreement (Attachment No. 1) will remain unchanged and in effect.

IN WITNESS WHEREOF, the parties caused this First Amendment to be executed by their duly authorized officials.

VILLAGE OF MUNDELEIN:

VILLAGE OF LIBERTYVILLE:

By: _____
As its Mayor

By: _____
As its Mayor

ATTEST:

ATTEST:

Village Clerk

Village Clerk

Date of Signing:

Date of Signing:

_____, 2024

_____, 2024

Attachment No. 1: Executed Intergovernmental Agreement dated June 1, 2018

INTERGOVERNMENTAL AGREEMENT FOR WASTEWATER TREATMENT PLANT SHARED LAB TECHNICIAN SERVICES BETWEEN THE VILLAGE OF LIBERTYVILLE AND THE VILLAGE OF MUNDELEIN

This Agreement made and entered into this 1st day of Jan 2018, by and between the Village of Mundelein, an Illinois municipal corporation ("Mundelein"), and the Village of Libertyville, an Illinois municipal corporation ("Libertyville").

WHEREAS, both Mundelein and Libertyville are municipal corporations authorized by the terms and provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/5 to enter into intergovernmental agreements, ventures and undertakings to perform jointly any governmental purpose or undertaking either of them could do singularly; and

WHEREAS, both Mundelein and Libertyville, as municipal corporations in the State of Illinois, operate wastewater treatment facilities; and

WHEREAS, Libertyville has determined that there presently exists a need for additional staffing support at their wastewater treatment plant; and

WHEREAS, Libertyville is desirous of contracting with Mundelein to obtain wastewater treatment plant support staff services for Libertyville; and

WHEREAS, Mundelein is willing to provide such services to Libertyville, as provided herein.

NOW THEREFORE, in consideration of the foregoing and covenants contained herein, the parties hereby agree and covenant as follows:

Section 1: Mundelein, through its Public Works and Engineering Department, will be responsible for additional staffing support under the terms and conditions set forth herein.

Section 2: For the purpose of this agreement, a regular workday shall normally consist of eight (8) hours and a regular workweek shall consist of forty (40) hours in a payroll workweek (defined as Monday 12:00 am to 11:59 pm. Sunday). Except as set forth herein, the normal hours for the Mundelein and Libertyville treatment facilities staff are 7:00 a.m. to 3:30 p.m., Monday through Friday.

Section 3: The scope of work provided by Mundelein is attached hereto as **Exhibit A**.

Section 4: Libertyville will be responsible for processing and maintaining all permits for the Libertyville wastewater treatment plant. Mundelein shall provide lab testing and sampling services in compliance with Illinois Environmental Protection Agency ("IEPA") requirements.

Section 5: Libertyville shall pay a fee of \$5,200.00 per month for the laboratory technician services under this agreement and shall be invoiced monthly. Libertyville shall also pay for 50% of the lab supplies Mundelein purchases to provide this service. Libertyville shall be invoiced annually for laboratory supplies along with the

supply invoices as verification. Laboratory supplies shall only include the additional chemicals, materials and equipment required to provide Libertyville with the approved scope of work in Exhibit A. Libertyville agrees to make payment to Mundelein within 30 days upon receipt of said invoices.

Section 6: The fee for this service shall increase annually by 3%. Such increases shall be made effective May 1 beginning in the year 2019.

Section 7: One Mundelein employee, designated as a wastewater treatment plant laboratory technician, shall be made available during the regular workday as specified in Section 2 to complete work designated by Libertyville. Libertyville's requests for additional Mundelein employees are subject to availability and consent of the Mundelein Director of Public Works and Engineering. Any additional employees requested by Libertyville shall be charged at the rate of \$60 per hour during regular workday as specified in Section 2.

Section 8: In the event that Libertyville requires any employee of the Mundelein Public Works and Engineering Department to respond to an emergency or other situation outside of normal Mundelein business hours specified in Section 2, Libertyville will be billed at the rate of \$80/hour with a two-hour minimum, per employee. The chargeable time shall commence upon the response of the employee and end upon the completion of duties for said responses. Libertyville also desires that one primary employee of the Mundelein Public Works experienced in wastewater treatment plant operations be part of the rotational weekend duty responsibility, which is 5 hours on Saturdays and 5 hours on Sundays. Libertyville will be billed for the rotational weekend duty at the rate of \$80/hour with a two-hour minimum, per employee. The chargeable time shall commence upon the response of the employee and end upon completion of duties for said responses.

Libertyville will utilize the same 24 hours on-call contact system (Mundelein-issued cellular phone) in use by the Mundelein Public Works and Engineering Department. The on-call employee will respond to the request by Libertyville by acknowledging and responding to the phone call received and report for duty as requested by Libertyville.

Section 9: The Libertyville Director of Public Works shall be the contact person for receiving queries, complaints, and commendations of services performed under this Agreement. In the event of a dispute between the parties as to the extent of the duties and functions, and standards of performance, the discipline of personnel, and level or manner of performance pertaining to this Agreement, the Libertyville Director of Public Works and the Mundelein Director of Public Works and Engineering will discuss and attempt to resolve said issues. Any issues of employee discipline shall be the responsibility of the Mundelein Director of Public Works and Engineering.

Section 10: Libertyville agrees to defend itself in any actions or disputes brought against Libertyville arising out of, relating to, in connection with, or as the result of this Agreement or any services provided hereunder. Further, Libertyville agrees to defend, indemnify and hold harmless Mundelein and its officials, trustees, employees, agents and representatives from any and all claims, suits, damages and liability of any kind arising out of, relating to, in connection with, or as the result of this Agreement or any services provided hereunder,

except to the extent attributable to the intentional, or willful act or omission of Mundelein, its officials, employees, agents or representatives.

Section 11: Either party may terminate or request a revision to the agreement upon thirty (30) days written notice to the other party. Notwithstanding notice of such termination or request for revision, Libertyville shall remain responsible for payment to Mundelein for all services provided through and including the effective date of termination.

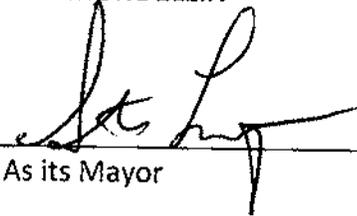
Section 13: This Agreement shall be in full force and effect from the date of execution by both parties.

Section 14: The foregoing constitutes the entire Agreement between the parties, and no verbal statement shall supersede any of its provisions. This Agreement may be amended by mutual agreement, signed and executed with the same formality with which this instrument was executed.

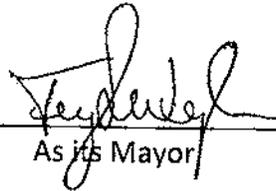
Section 15: This Agreement may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year above written through their duly authorized officials.

VILLAGE OF MUNDELEIN

By: 
As its Mayor

VILLAGE OF LIBERTYVILLE

By: 
As its Mayor

ATTEST:


Village Clerk

ATTEST:

By: 
Village Clerk

Date of Signing:

June 1, 2018

Date of Signing:

May 9, 2018

EXHIBIT A—SCOPE OF WORK

- Provide wastewater treatment plant operational assistance for laboratory technician services under the direction of the Village of Libertyville's Responsible Operator in Charge ("Operator").
- The Village of Mundelein will assign a sole designated employee formally trained in wastewater treatment plant laboratory practices and procedures to perform the Village of Libertyville's lab testing for an average of 20 hours a week. This is an estimated amount as annual hours may vary in order to perform the duties described herein.
- Should the designated employee performing the laboratory testing be no longer able to perform these responsibilities or is no longer employed by Mundelein in that position, Mundelein shall include Libertyville in the selection process for a new employee by providing the qualifications of the proposed candidate for concurrence.
- Perform laboratory analysis of all stages of wastewater treatment as directed by the Operator; compile and evaluate test data in terms of plant process performance.
- Perform record keeping functions related to sampling and testing of treatment plant influent and effluent flows. This will include, but not be limited to calibrations, temperature recordings and inventory logs.
- Collect samples of wastewater and other materials as directed by the Operator and properly record chain of custody information.
- Run daily compliance and process lab analysis in conformance with IEPA requirements.
- Report lab results to the Operator.
- Transport lab samples and data to third party testing agencies and/or jurisdictional agencies, using a Village of Mundelein vehicle, as required.
- Maintain Mundelein laboratory equipment in optimal operating condition. Libertyville shall be responsible for any maintenance or work necessary within its own lab.
- Collect treatment samples at various stages of processing.
- Prepare chemical reagents as needed to carry out testing procedures.
- Recommend process changes based on laboratory data.
- Maintain lab records and files.
- Follow existing written Standard Operating Procedures in accordance with the latest edition of Standard Methods and 40 CFR 136. Documentation of such standards shall be provided to Libertyville for review.
- Technical peer review meetings and laboratory audits will be held on a quarterly basis, or as needed. Should a deficiency be noted, Operator will provide Mundelein with a corrective action request in writing within two business days. The Village of Mundelein shall have the opportunity to investigate

and respond to the request within two business days. Should the response include a corrective action plan, the schedule of completion will be within a timeframe mutually agreed upon by both parties.

- Additional testing and sampling may be performed as mutually agreed upon by both parties.
- Bi-monthly Quality Assurance/Quality Control (QA/QC) proficiency tests of standards for all Discharge Monitoring Report (DMR) parameters will be performed or as frequently as mutually deemed necessary by both parties. Should Libertyville request additional, independent laboratory proficiency tests, the cost for such shall be at Libertyville's expense. Mundelein shall bill Libertyville for such tests, which Libertyville will agree to pay within thirty (30) days of being invoiced by Mundelein.
- Turnaround time on laboratory results will be 24 hours from when results are available, dictated by reasonable adherence to hold times and procedural requirements. Grab samples must be run as soon as possible within allowable limits of hold time. Noncompliance shall be reported to Operator immediately when noted.
- The cost for any third party laboratory services requested by Operator shall be the sole responsibility of Libertyville. Payment of such services shall be due within 30 days of invoice receipt from Mundelein.
- Routine certified calibrations of laboratory meters as described in equipment manuals and customarily to good lab practices must be performed.
- Monthly, all collected data shall be provided electronically to Libertyville in Excel format no later than 5 days from the end of month.



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: October 8, 2024

Agenda Item: Consideration of an Ordinance to Grant Variations From Sections 26-4-7.5(d) and 26-10-1.5(C)(5) of the Libertyville Zoning Code to Allow Two Garages and Five Garage Stalls – 303 and 307 Broadway Street

Staff Recommendation: Approve Ordinance

Staff Contact: Heather J. Rowe, Director of Community Development

Background: The attached ordinance would approve variations from Sections 26-4-7.5(d) and 26-10-1.5(C)(5) of the Libertyville Zoning Code to allow two garages and five garage stalls at 303 and 307 Broadway Street on a designated single zoning lot of record. The Village Board approved this request at their September 24, 2024 meeting with the understanding that an ordinance would be drafted for the Village Board to approve at their October 8, 2024 meeting.

Staff recommends the Village Board approve the attached ordinance.

Attachments:

1. Ordinance

THIS SPACE FOR RECORDERS USE ONLY

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 24-O-_____

AN ORDINANCE GRANTING VARIATIONS
FROM SECTIONS 26-4-7.5(D) AND 26-10-1.5(C)(5) OF THE
LIBERTYVILLE ZONING CODE
TO ALLOW TWO GARAGES AND FIVE GARAGE STALLS
(303 and 307 Broadway Street)

Adopted by the
President and Board of Trustees
of
the Village of Libertyville
Lake County, Illinois
this _____ day of _____, 2024.

Published in pamphlet form by direction
and authority of the Village of Libertyville
Lake County, Illinois
this _____ day of _____, 2024.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 24-O-_____

AN ORDINANCE GRANTING VARIATIONS
FROM SECTIONS 26-4-7.5(D) AND 26-10-1.5(C)(5) OF THE
LIBERTYVILLE ZONING CODE
TO ALLOW TWO GARAGES AND FIVE GARAGE STALLS
(303 and 307 Broadway Street)

WHEREAS, David King and Pamela King (collectively, the “*Owner*”) are the owners of those certain parcels of real property commonly known as 303 Broadway Street, Libertyville, Illinois (“*303 Broadway Parcel*”) and 307 Broadway Street, Libertyville, Illinois (“*307 Broadway Parcel*”), located in the R-6 Single-Family Residential District of the Village (“*R-6 District*”), and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (collectively, the 303 Broadway Parcel and 307 Broadway Parcel are the “*Property*”); and

WHEREAS, pursuant to Section 26-4-7.5(d) of the “Libertyville Zoning Code,” as amended (“*Zoning Code*”), a corner yard setback of no less than 30 feet is required in the R-6 District; and

WHEREAS, pursuant to Section 26-10-1.5(c)(5)(b) of the Zoning Code, no more than three vehicle stalls are permitted on any lot in a single family residential district; and

WHEREAS, pursuant to Section 26-10-1.5(c)(5)(c) of the Zoning Code, no more than one garage structure is permitted on any lot in a single family residential district; and

WHEREAS, the 303 Broadway Parcel is currently improved with a single family residence (“*303 Residence*”) and a detached garage structure located approximately 12 feet from the south (corner side) lot line that contains three vehicle stalls (“*303 Garage*”); and

WHEREAS, the 307 Broadway Parcel is currently improved with a single family residence (“*307 Residence*”) and a detached garage structure that contains two vehicle stalls (“*307 Garage*”) (collectively, the 303 Garage and the 307 Garage are the “*Garages*”); and

WHEREAS, the Owner desires to: (i) demolish the 303 Residence; (ii) combine 303 Broadway and 307 Broadway into, and designate the Property as, a single zoning lot of record, as defined in Article 2 of the Zoning Code; and (iii) retain both of the Garages on the Property as accessory structures to the 307 Residence (collectively, the ***“Proposed Development”***); and

WHEREAS, the Proposed Development will result in the 303 Garage being located within the required corner side yard setback of the Property, in violation of Section 26-4-7.5(d) of the Zoning Code, and two garages with a combined five garage stalls to be located on the Property, in violation of Section 26-10-1.5(c)(5) of the Zoning Code; and

WHEREAS, the Owner has filed an application with the Village for: (i) a variation from Section 26-4-7.5(d) of the Zoning Code to decrease the required corner yard setback from 30 feet to 12 feet along the south lot line of the Property, to allow the 303 Garage to remain on the Property; (ii) a variation from Section 26-10-1.5(c)(5)(b) of the Zoning Code to increase the maximum number of vehicles stalls from three to five; and (iii) a variation from Section 26-10-1.5(c)(5)(c) of the Zoning Code to increase the maximum number of garage structures from one to two, to allow both of the Garages to remain on the Property (collectively, the ***“Requested Variations”***); and

WHEREAS, a public hearing of the Zoning Board of Appeals of the Village to consider approval of the Requested Variations, Case Numbers ZBA 24-11, ZBA 24-12, and ZBA 24-13, was duly advertised in the *Daily Herald* on August 23, 2024, and held on September 9, 2024; and

WHEREAS, on September 9, 2024, the Zoning Board of Appeals made findings and recommendations in support of the Requested Variations, subject to specified conditions; and

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

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

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

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

SECTION 2: Approval of Requested Variations. In accordance with, and pursuant to, Article 16 of the Zoning Code, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the President and Board of Trustees of the Village of Libertyville hereby grant the Requested Variations to allow the Proposed Development and the use of the Property as a single zoning lot of record.

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

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

B. Compliance with Plans. Except for minor changes and site work approved by the Village Director of Community Development or the Village Engineer (for matters within their

respective permitting authorities) in accordance with all applicable Village standards, the development, use, operation, and maintenance of the Garages and the Property must comply with the following plans and documents:

1. The Narrative: Description of the Project, prepared by Lyons Design Group, LLC, consisting of four pages, and dated August 9, 2024, a copy of which is attached to, and by this reference, incorporated into this Ordinance, as **Exhibit B**;

2. The Site Improvements Plan, prepared by the Lyons Design Group, LLC, consisting of one sheet, and dated June 5, 2024, a copy of which is attached to, and by this reference, incorporated into this Ordinance, as **Exhibit C**;

3. The Garage Plans, prepared by the Lyons Design Group, LLC, consisting of one sheet, and with a latest revision date of August 8, 2024, a copy of which is attached to, and by this reference, incorporated into this Ordinance, as **Exhibit D**; and

4. The Garage Elevations, prepared by the Lyons Design Group, LLC, consisting of one sheet, and with a latest revision date of August 10, 2024, a copy of which is attached to, and by this reference, incorporated into this Ordinance, as **Exhibit E**.

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 Owner 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 Owner will be liable for, and must pay upon demand, all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

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

SECTION 5: Failure to Comply with Conditions. Upon the failure or refusal of the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, as applicable, the approvals granted in Section 2 of this Ordinance will, at the sole discretion of the Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village President and Board of Trustees may not so revoke the approvals granted in Section 2 of this Ordinance unless they first provide the Owner with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the R-6 District, and the applicable provisions of the Zoning Code, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Administrator and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

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

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

may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 8: Effective Date.

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

1. Passage by the Village President and Board of Trustees in the manner required by law;
2. Publication in pamphlet form in the manner required by law; and
3. The filing by the Owner with the Village Clerk of an Unconditional Agreement and Consent, in the form of **Exhibit F** 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 does not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 8.A.3 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the Village President and Board of Trustees will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

PASSED this _____ day of _____, 2024.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2024.

Donna Johnson, Village President

ATTEST:

Margaret Clark, Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOT 9 IN BLOCK 9 IN C. FRANK WRIGHTS ADDITION TO LIBERTYVILLE, BEING A SUBDIVISION OF PART OF SECTIONS 15, 16, 21, 22 IN TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 24, 1893 AS DOCUMENT NO. 55584, IN BOOK "C" OF PLATS, PAGES 66 AND 67, IN LAKE COUNTY, ILLINOIS.

Address: 303 Broadway, Libertyville, Illinois
P.I.N. 11-16-423-001

LOT 8 IN BLOCK 9 IN C. FRANK WRIGHTS ADDITION TO LIBERTYVILLE, BEING A SUBDIVISION OF PART OF SECTIONS 15, 16, 21, 22 IN TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 24, 1893 AS DOCUMENT NO. 55584, IN BOOK "C" OF PLATS, PAGES 66 AND 67, IN LAKE COUNTY, ILLINOIS.

Address: 307 Broadway, Libertyville, Illinois
P.I.N. 11-16-423-002

EXHIBIT B

NARRATIVE: DESCRIPTION OF THE PROJECT

EXHIBIT C
SITE IMPROVEMENTS PLAN

EXHIBIT D
THE GARAGE PLANS

EXHIBIT E
THE GARAGE ELEVATIONS

EXHIBIT F

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, David King and Pamela King (collectively, the “*Owners*”) are the owners of that certain parcels of real property commonly known as 303 and 307 Broadway Street, Libertyville, Illinois (“*Property*”); and

WHEREAS, Ordinance No. 24-O-____, adopted by the Village President and Board of Trustees on _____, 2024 (“*Ordinance*”), grants variations to the Owners to allow the demolition of the residence currently located on 303 Broadway Street and the use of the Property as a single zoning lot of record with two garages and five vehicle stalls on the Property; and

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

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

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

[SIGNATURE PAGE FOLLOWS]

Dated: _____, 2024

Dated: _____, 2024

DAVID KING

PAMELA KING

By: _____

By: _____



THE LYONS DESIGN GROUP, LLC

ADAM N. LYONS, Architect LEED AP, NCARB, AIA, ALA

894 Mettawa Lane Mettawa, IL 60045 tel: 847.791.3251

Email: lyonsdesigngroup@aol.com

August 9, 2024

To: Village of Libertyville Planning and Zoning Dept.
Zoning Review Board

***Building Setback Variance Request and Request for an increase in the
Parking Spaces allowed and Number of Detached Garage structures***

303-307 BROADWAY, LIBERTYVILLE, ILLINOIS

NARRATIVE: DESCRIPTION OF PROJECT

David and Pam King own lots at 303 and 307 Broadway. For the purposes of this request, they are proposing that 303 and 307 Broadway be designated as a single zoning lot of record. Staff had recommended and advised this component of the project would be a pathway to making their requests viable.

The Kings recently constructed a garage at 303 Broadway. The house on that lot, built more than 130 years ago, was inspected by a structural engineer and deemed structurally unsound. (See letter, Exhibit 1). Building practices of the 1890s have expired, and the Kings now find this home beyond a state of repair and not suitable for further occupancy; repair or reconstruction is technically infeasible.

The inspector's assessment of the home is one of a LIFE-SAFETY concern. The structure poses a significant life-safety hazard and risk to any occupants, and a tremendous liability risk to the Kings to continue owning it, as furthermore the home is uninsurable. The structural engineer's directive was that the home poses such a severe threat to human health, safety, and welfare, that it should be torn down. This alone creates the hardships that the Kings now face and triggers the zoning code violations.

The Kings and their Contractor, V3 Builders, Inc. had approached the Village requesting approval for demolition of the 303 Broadway structure. Unfortunately, the activity of removing the 303 residence would result in a single zoning lot with only a detached garage, and no principal residence (required by code for any residential lot in the Village.)

Over several months and collaborative communications with Staff, we've worked towards the best solution to remediate the King's situation, of how to remove the 303 residence. We appeared before the Zoning Board in recent months and, while our previous proposals were attainable, the former avenues to compliance were not the most ideal. At the June Board of Trustees meeting, the mayor and board members stated that they would like to work with us to finalize a solution.



EXHIBIT B

Based on positive direction and communications with Staff and the Zoning Board, we first propose the following courses of action: to designate a new Zoning Lot (303 and 307 Broadway) as a function to compliance, then request approval of the following variations that are then required:

1. To reduce the corner side yard setback from 30' to approximately 12', for the existing detached garage (please note, this setback variation (setback reduction) was formerly granted)
2. To increase the number of allowed garage structures from 1 to 2 (there are 2 existing garages in whole on the new Zoning Lot)
3. To increase the maximum number of garage stalls from 3 to 5 (between the 2 existing garages on the new Zoning Lot there are 5 stalls)

Please see EXHIBITS 2-4 which graphically illustrate the actions.

We hope this board will agree that the net result of the approvals of the requested variances will be very feasible, very beneficial to the neighborhood, and will have no disruption to neighbors. As the Village has already previously approved a variance to allow an increase in Garages (1265 Deer Trail Lane, 2017, see EXHIBIT 5), this approval would not set a precedent.

Additionally, we would also like to note that more than 20 neighbors attended the June meeting in overwhelming support of the King's proposal to replace the current structure at 303 Broadway with green space.

In whole, with the removal of the hazardous structure complete landscaping of the property, the approvals will continue to maintain the integrity of the Heritage District.

STANDARDS FOR VARIATION

The variations above are requested to be approved based on the following standards being met:

- A. General Standard. No variation shall be granted pursuant to this Section 16-8 unless the applicant shall establish that carrying out the strict letter of the provisions of this Code would create a particular hardship or a practical difficulty. Such a showing shall require proof that the variation being sought satisfies each of the standards set forth in this Section 16-8.7.

[Removal of the 303 residence is out of a health-safety-and-welfare concern and out of NECESSITY. Time alone has created the hardships, as the current 1890's home has now been found to be un-inhabitable and a danger to any occupants.

It is also additionally technically infeasible to reconstruct the 303 residence at its existing location. A reconstruction at the same location would create multiple zoning violations alone. Additionally, it would result in significantly greater mass and a severe reduction in open space and a reduction in sight lines and corner visibility at and around the corner of First Street and Broadway. The creation of this safety hazard should be seen by staff as extremely negative results.

- B. Unique Physical Condition: The subject lot is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including the presence of an existing use, structure, fence or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions

EXHIBIT B

peculiar to and inherent in the subject lot that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot or its existing development rather than the personal situation of the current owner of the lot.

[The subject lot is exceptional as compared to other lots due to the corner lot 30 feet side yard setback at street side, and the narrow width of the lot being 52.7 feet wide, leaving a buildable width of only 17.7 feet, including the interior side yard setback of 5 feet. Additionally, the orientation of the block bounded by First Street, Second Street, and Broadway is rotated 90 degrees from the norm, thus the rear setback is considered in what would normally be a side yard.]

In light of the unique conditions and in light of the fact that the King's are Owners of 2 contiguous lots of record (303 and 307), the proposal to designate 303 and 307 Broadway Street as a Single Zoning Lot creates a pathway to compliance.

The approved variances for a corner side yard setback reduction and an increase in off-street parking and structures will first and foremost provide for a removal of the safety-hazardous residence, and the completion of a long-anticipation completion and complete landscape of the former single zoning lot 303.]

- C. Not Self-Created: The aforesaid unique physical condition is not the result of any action or inaction of the owner or its predecessors in title, other than the construction of structures that were lawful at the time of such construction, and existed at the time of the enactment of the provisions from which a variation is sought or was created by as a result of natural forces or governmental action, other than the adoption of this Code.

[This is correct. The uninhabitable condition of the 303 residence, over 130 years of age, is NOT the result of any activity of the Kings themselves. As earlier stated, the necessary removal of the safety-hazardous structure CREATES the zoning violations, and the action of requesting the variances – in efforts to conform to the Code.]

- D. Denied Substantial Rights: The carrying out of the strict letter of the provision from which a variation is sought would deprive the owner of the subject lot of substantial rights commonly enjoyed by owners of other lots subject to the same provision.

[This is correct. The result of approving the requested variation would in fact create a greater open space at a highly trafficked intersection and result in a safer, less congested, and more open environment.]

- E. Not Merely Special Privilege: The alleged hardship or difficulty is neither merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely the inability of the owner to make more money from the use of the subject lot; provided, however, that where the standards set out in this Section 16-8.7 are met, the existence of economic hardship shall not be a prerequisite to the grant of a variation.

[This is correct.]

F. Code and Plan Purposes: The variations would not result in a use or development of the subject lot that would be not in harmony with the general and specific purposes for which this Code and the provision from which a variation is sought were enacted or the general purpose and intent of the Official Comprehensive Plan.

[This is correct. Granting the variance requests would be in harmony with the purpose of the Code or general purpose of the Plan. The current detached garage at the 303 lot as well and the current detached garage at the 307 lot have both been formerly approved. The net result of approval of the requested variations would be one less blighted residence at the corner of Broadway Street and First Street.]

- G. Essential Character of the Area: These variances would not result in a use of development that:
1. Would be materially detrimental to the public welfare, or materially injurious to the enjoyment, use, development, or value of property or improvements in the vicinity, or
 2. Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity, or
 3. Would substantially increase congestion in the public streets, due to traffic or parking, or
 4. Would unduly increase the danger of flood or fire, or
 5. Would unduly tax public utilities and facilities in the area, or
 6. Would endanger the public health or safety.

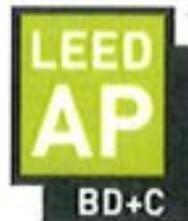
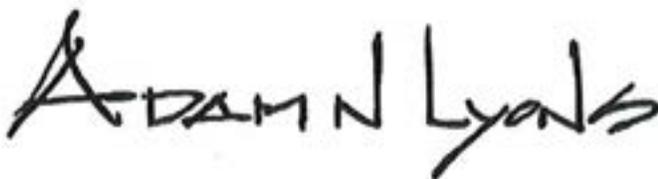
[None of these would result from approving the variations. The actions of removing of the current 303 structure and the designation of the single zoning lot are positively responsive to this Standard.]

- H. No Other Remedy: There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject lot.

[This is correct. One of the 4 structures on the combined lot/property is deemed an unsafe structure and needs to be demolished. Removal of this single structure creates the violations related to the other structures, and subsequently the necessity to file for the variances. Our pathway: 1) Designation of the Zoning Lot (307 and 303 Broadway); 2) Approval of a variation to allow the existing 2-car garage and 3-car garage; and 3) subsequent approval of an increase in the number of detached garage stalls – are unavoidable consequences of the 303 residence's condition.]

Per 16-8.7 of the Village of Libertyville Development Guide, since the above provides evidence of meeting the Standards for Variations, we request that the building setback variances be granted by the Board.

Respectfully,



Adam Lyons, LEED AP, NCARB, AIA, ALA
State Licensed Architect



A SITE IMPROVEMENTS PLAN
 SCALE 1/4" = 1'-0"
 SEE PLAN TO BE SUBMITTED BY OIL OWNER

THE LYONS GROUP
MESSER GROUP, LLC
 1000 SOUTH MAIN STREET
 MEMPHIS, TENNESSEE 38103
 (901) 525-1100

FOR THE PURPOSES OF THIS PLAN, THE ENGINEER HAS CONDUCTED A VISUAL ANALYSIS OF THE PROPOSED DEVELOPMENT AND HAS DETERMINED THAT THE PROPOSED DEVELOPMENT IS IN CONFORMANCE WITH THE ZONING ORDINANCES OF THE CITY OF MEMPHIS. THIS ANALYSIS IS BASED ON THE INFORMATION PROVIDED BY THE CLIENT AND DOES NOT CONSTITUTE A GUARANTEE OF ACCURACY OR A WARRANTY OF ANY KIND.

The Designated Zoning Lot of 307 BROADWAY
 MEMPHIS, TENNESSEE
 BY THE ENGINEER, INC.

BASED ON:	<input type="checkbox"/> FIELD	<input type="checkbox"/> PHOTOGRAPH
DATE:		
BY:	<input type="checkbox"/> SEPARATE DESIGN	<input type="checkbox"/> DESIGN DEVELOPMENT
	<input type="checkbox"/> CONSTRUCTION DOCUMENTS	
REVISIONS FOR:	<input type="checkbox"/> INFORMATION	
	<input type="checkbox"/> DESIGN REVISIONS	
	<input type="checkbox"/> CONSTRUCTION	
DESIGNED BY:	AL I O	
DRAWN BY:	AL I O	
SCALE:	AS SHOWN	
DATE:		
REVISION:		

BUILDING AND ZONING ANALYSIS
 CODES & REGULATIONS CONFORM TO:

NOTE: THIS ANALYSIS AND ALL CONSTRUCTION SHALL CONFORM TO THE PLANS OF MEMPHIS, TENNESSEE, AND THE FOLLOWING:
 INTERNATIONAL BUILDING CODE, 2009 ADAPTED EDITION, STRUCTURAL DIVISION
 INTERNATIONAL MECHANICAL CODE, 2009 ADAPTED EDITION, STRUCTURAL DIVISION
 INTERNATIONAL PLUMBING CODE, 2009 ADAPTED EDITION, STRUCTURAL DIVISION
 INTERNATIONAL FIRE CODE, 2009 ADAPTED EDITION, STRUCTURAL DIVISION
 INTERNATIONAL ENERGY CONSERVATION CODE, 2009 ADAPTED EDITION, STRUCTURAL DIVISION
 INTERNATIONAL ELECTRICAL CODE, 2009 ADAPTED EDITION, STRUCTURAL DIVISION
 INTERNATIONAL SCHEDULING CODE, 2009 ADAPTED EDITION, STRUCTURAL DIVISION
 INTERNATIONAL CONSTRUCTION CODE, 2009 ADAPTED EDITION, STRUCTURAL DIVISION
 THE CITY OF MEMPHIS ZONING ORDINANCES

NOTE: THE ENGINEER SHALL BE RESPONSIBLE WITH AN OATH AS THE AUTHORITY FOR THE SIGNATURE OF THIS PLAN IN ACCORDANCE WITH TENNESSEE STATUTES, CHAPTER 55, PART 1, SECTION 55-5-101, AND CHAPTER 55, PART 1, SECTION 55-5-102, AND CHAPTER 55, PART 1, SECTION 55-5-103, AND CHAPTER 55, PART 1, SECTION 55-5-104, AND CHAPTER 55, PART 1, SECTION 55-5-105, AND CHAPTER 55, PART 1, SECTION 55-5-106, AND CHAPTER 55, PART 1, SECTION 55-5-107, AND CHAPTER 55, PART 1, SECTION 55-5-108, AND CHAPTER 55, PART 1, SECTION 55-5-109, AND CHAPTER 55, PART 1, SECTION 55-5-110.

SITE LOCATION / PROJECT:
 307 BROADWAY, UNIT 100
 MEMPHIS, TENNESSEE

AL I O
 ENGINEER
 REGISTERED PROFESSIONAL ENGINEER
 STATE OF TENNESSEE
 NO. 0000000000
 EXPIRES 12/31/2024

A-1.0



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: October 8, 2024

Agenda Item: Consideration of an Ordinance to Grant a Variation From Section 26-4-6.5(d) of the Libertyville Zoning Code Regarding the Rear Yard Setback – 1024 Michaels Lane

Staff Recommendation: Approve Ordinance

Staff Contact: Heather J. Rowe, Director of Community Development

Background: The attached ordinance would approve a variation from Section 26-4-6.5(d) of the Libertyville Zoning Code regarding the rear yard setback at 1024 Michaels Lane to permit construction of a roof over the existing exterior egress stairs. The Village Board approved this request at their September 24, 2024 meeting with the understanding that an ordinance would be drafted for the Village Board to approve at their October 8, 2024 meeting.

Staff recommends the Village Board approve the attached ordinance.

Attachments:

1. Ordinance

THIS SPACE FOR RECORDERS USE ONLY

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 24-O-_____

AN ORDINANCE GRANTING A VARIATION
FROM SECTION 26-4-6.5(d) OF THE LIBERTYVILLE ZONING CODE
REGARDING THE REAR YARD SETBACK
(1024 Michaels Lane)

Adopted by the
President and Board of Trustees
of
the Village of Libertyville
Lake County, Illinois
this _____ day of _____, 2024.

Published in pamphlet form by direction
and authority of the Village of Libertyville
Lake County, Illinois
this _____ day of _____, 2024.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 24-O-_____

AN ORDINANCE GRANTING A VARIATION
FROM SECTION 6-4-6.5(d) OF THE LIBERTYVILLE ZONING CODE
REGARDING THE REAR YARD SETBACK
(1024 Michaels Lane)

WHEREAS, Anh H. Lai and Chhunnary S. Ou (collectively, the “**Owner**”) are the owners of that certain parcel of real property commonly known as 1024 Michaels Lane, Libertyville, Illinois, located in the R-5 Single-Family Attached Residential District of the Village (“**R-5 District**”), and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (“**Property**”); and

WHEREAS, pursuant to Section 26-4-6.5(d) of the “Libertyville Zoning Code,” as amended (“**Zoning Code**”), a rear yard setback of no less than 40 feet is required in the R-5 District; and

WHEREAS, the Property is currently improved with a single-family residential structure (“**Residence**”); and

WHEREAS, the Owner desires to construct a shed roof structure over an existing set of exterior egress stairs from the basement of the Residence that will be attached to the rear elevation of the Residence and extend 15 feet into the required rear yard (“**Proposed Shed Roof Structure**”), in violation of Section 26-4-6.5(d) of the Zoning Code; and

WHEREAS, the Owner has filed an application with the Village for a variation from Section 26-4-6.5(d) of the Zoning Code to decrease the rear yard setback, from 40 feet to 25 feet, to allow the installation of the Proposed Shed Roof Structure on the Property (“**Requested Variation**”); and

WHEREAS, a public hearing of the Zoning Board of Appeals of the Village to consider

approval of the Requested Variation was duly advertised in the *Daily Herald* on August 23, 2024, and held on September 9, 2024; and

WHEREAS, on September 9, 2024, the Zoning Board of Appeals made findings and recommendations in support of the Requested Variation, subject to specified conditions; and

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

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

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

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

SECTION 2: Approval of Requested Variation. In accordance with, and pursuant to, Article 16 of the Zoning Code, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the President and Board of Trustees of the Village of Libertyville hereby grant the Requested Variation to allow the construction of the Proposed Shed Roof Structure on the Property.

SECTION 3: Conditions. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Code, the approval granted pursuant to Section 2 of this Ordinance is hereby expressly subject to, and contingent upon, the

development, use, and maintenance of the Property in compliance with each and all of the following conditions:

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

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

1. Proposed Shed Roof Plan, prepared by the O'Tarpey Group, and undated, a copy of which is attached to, and by this reference, incorporated into this Ordinance, as **Exhibit B**; and

2. Marked Up Plat of Survey, with undated mark ups to show the location of the Proposed Shed Roof Structure prepared by the O'Tarpey Group on a survey prepared by RE Decker and dated March 4, 2014, a copy of which is attached to, and by this reference, incorporated into this Ordinance, as **Exhibit C**.

C. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Owner 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 Owner will be liable for, and must pay upon demand, all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

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

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

SECTION 6: Amendments. Any amendments to the approval granted in Section 2 of this Ordinance that may be requested by the Owner after the effective date of this Ordinance may be

granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Code.

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

SECTION 8: Effective Date.

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

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

B. In the event the Owner does not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 8.A.3 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the Village President and Board of Trustees will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

PASSED this _____ day of _____, 2024.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2024.

Donna Johnson, Village President

ATTEST:

Margaret Clark, Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOT 111 IN CAMBRIDGE LIBERTYVILLE UNIT 5, BEING A SUBDIVISION IN SECTIONS 27 AND 28, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 28, 1969 AS DOCUMENT 1415776 IN BOOK 47 OF PLATS, PAGES 44 AND 45, IN LAKE COUNTY, ILLINOIS.

Address: 1024 Michaels Lane, Libertyville, Illinois

P.I.N. 11-27-101-009

EXHIBIT B
PROPOSED SHED ROOF PLAN

EXHIBIT C
MARKED UP PLAT OF SURVEY

EXHIBIT D

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Anh H. Lai and Chhunnary S. Ou (collectively, the “*Owner*”) are the owners of that certain parcel of real property commonly known as 1024 Michaels Lane, Libertyville, Illinois (“*Property*”); and

WHEREAS, Ordinance No. 24-O-____, adopted by the Village President and Board of Trustees on _____, 2024 (“*Ordinance*”), grants a variation to the Owner to reduce the required rear yard setback of the Property to allow the construction of a shed roof structure over the exterior egress stairs from the basement; and

WHEREAS, Section 8 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owner has filed, within 30 days following the passage of the Ordinance, its 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 hereby agrees and covenants as follows:

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

[SIGNATURE PAGE FOLLOWS]

Dated: _____, 2024

ANH H. LAI

By: _____

CHHUNNARY S. OU

By: _____

The O'Farpey Group

Residential & Commercial Construction
General Contractor

J.J. Tarpey
224-595-3500

Remodeling • Carpentry • Drywall • Tile
Basements • Kitchens • Baths • Decks • Doors and Windows
thetarpeygroup@gmail.com

JOB _____

SHEET NO. _____ OF _____

CALCULATED BY _____ DATE _____

CHECKED BY _____ DATE _____

SCALE $\frac{1}{2}'' = 1'$

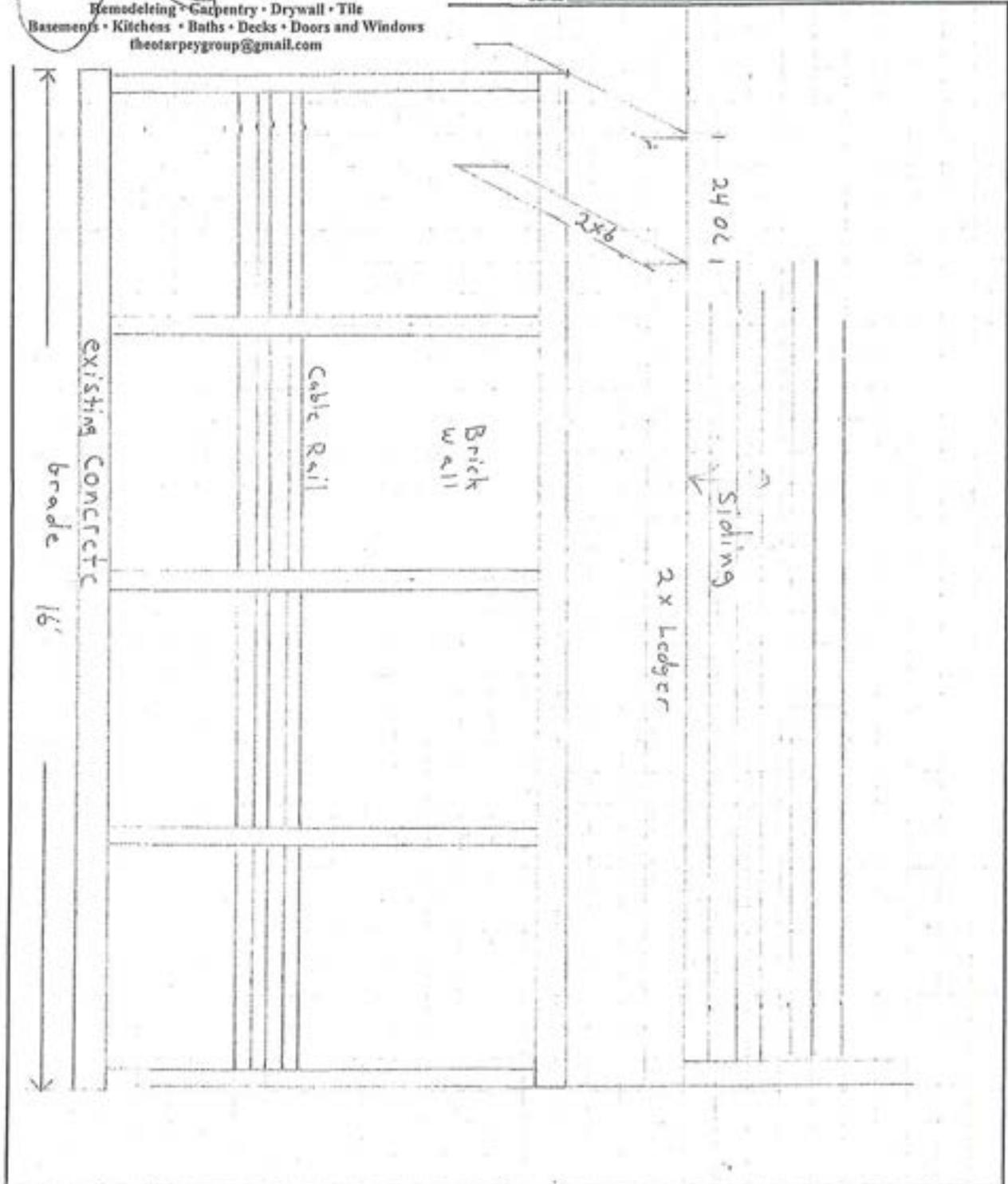


EXHIBIT B

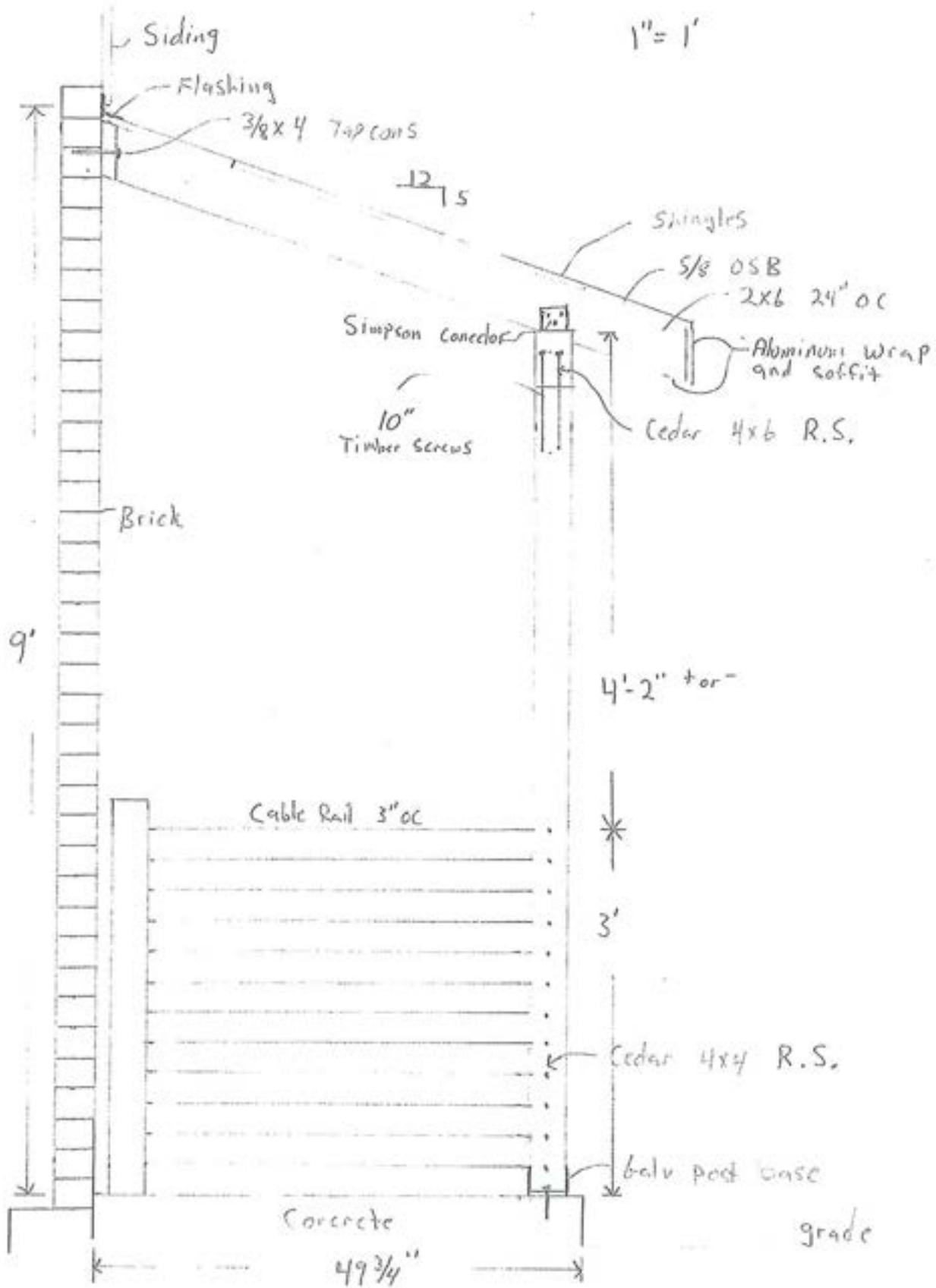


EXHIBIT C

R. E. DECKER
 LICENSED
 LAND SURVEYOR
 P.L.S. 033-0261



Plat of Survey

R. E. DECKER, P.C.

LAND SURVEYOR
 114 S. COOK AVE., LIBERTYVILLE, ILLINOIS 62248
 618-362-0941 FAX 618-362-0719 rde@redecor.com



Set out in Cambridge, Libertyville East 2, being a Subdivision in Sections 27 and 28, Township 48 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded March 28, 1929 as Document 143776, in their 47 of Plate, Page 48 and 49, in Lake County, Illinois.
 Commonly known as 1004 MICHAELS LN., LIBERTYVILLE, ILLINOIS.



- Legend**
- N - North
 - S - South
 - E - East
 - W - West
 - N.E. - Northeast
 - N.W. - Northwest
 - S.E. - Southeast
 - S.W. - Southwest
 - P.S. - Point of Beginning
 - S.F. - Square Feet
 - S.A. - Right of Way
 - Sec. - Section
 - Blk. - Block
 - T.P. - Top of Foundation

Scale, 1" = 40' 0"



Field Book Completed on: MARCH 1, 2014
 STATE OF ILLINOIS
 COUNTY OF LAKE

This Professional Survey conforms to the current Illinois minimum standards for a "Boundary Survey"

R. E. DECKER, P.C.
 By: *[Signature]*
 Professional Land Surveyor

ORDER # 21-02
 ORDERED BY: LAW OFFICE OF BARR & BARR
 FOR: PARFIELD

RECORDED & INDEXED
 APR 17 2014



Compare the description on this Plat with your field and office notes and compare all entries to the field notes bearing by them, and report any differences at once.
 Dimensions are shown in feet and decimal parts thereof. Refer to this, Government or Building Department for additional comments, setbacks or restrictions which may exist.



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: October 8, 2024

Agenda Item: Consideration of an Ordinance to Grant Variations From Sections 26-13-9.2(b) and 26-13-9.3(a) of the Libertyville Zoning Code Regarding the Location of a Fence – 1201 W. Winchester Road

Staff Recommendation: Approve Ordinance

Staff Contact: Heather J. Rowe, Director of Community Development

Background: The attached ordinance would approve variations from Sections 26-13-9.2(b) and 26-13-9.3(a) of the Libertyville Zoning Code regarding the location of a fence at 1201 W. Winchester Road, a through lot with two front yards. The Village Board approved this request at their September 24, 2024 meeting with the understanding that an ordinance would be drafted for the Village Board to approve at their October 8, 2024 meeting.

Staff recommends the Village Board approve the attached ordinance.

Attachments:

1. Ordinance

THIS SPACE FOR RECORDERS USE ONLY

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 24-O-_____

AN ORDINANCE GRANTING VARIATIONS
FROM SECTIONS 26-13-9.2(b) AND 26-13-9.3(a) OF THE
LIBERTYVILLE ZONING CODE
REGARDING THE LOCATION OF A FENCE
(1201 West Winchester Road)

Adopted by the
President and Board of Trustees
of
the Village of Libertyville
Lake County, Illinois
this _____ day of _____, 2024.

Published in pamphlet form by direction
and authority of the Village of Libertyville
Lake County, Illinois
this _____ day of _____, 2024.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 24-O-_____

AN ORDINANCE GRANTING VARIATIONS
FROM SECTIONS 26-13-9.2(b) AND 26-13-9.3(a) OF THE
LIBERTYVILLE ZONING CODE
REGARDING THE LOCATION OF A FENCE
(1201 West Winchester Road)

WHEREAS, Steven Spinell and Haley Spinell (collectively, the “**Owner**”) are the owners of that certain parcel of real property commonly known as 1201 West Winchester Road, Libertyville, Illinois, located in the R-3 Single-Family Residential District of the Village (“**R-3 District**”), and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (“**Property**”); and

WHEREAS, pursuant to Section 26-13-9.2(b) of the “Libertyville Zoning Code,” as amended (“**Zoning Code**”), fences may be installed in the front yard of lots located in residential districts provided that (i) the length of the fence in the front yard does not exceed one-third the length of the front yard frontage; and (ii) the fence does not exceed one-third opacity; and

WHEREAS, pursuant to Section 24-13-9.3(a) of the Zoning Code, in residential districts fences may not exceed four feet in height when located in a required front yard; and

WHEREAS, the Property is currently improved with a single-family residential structure (“**Residence**”); and

WHEREAS, the Property has street frontage along the Sherborne Court and Winchester Road rights-of-way with driveway access to the Residence off of Winchester Road; and

WHEREAS, pursuant to Article 2 and Appendix A of the Zoning Code, the Property has two front lot lines and, therefore, two front yards; and

WHEREAS, the Owner desires to install a six-foot-tall, 157-foot long, opaque fence within the front yard of the Property along the 102.7-foot-long Sherborne Court frontage (“**Proposed**

Fence”), in violation of Sections 26-13-9.2(b) and 26-13-9.3(a) of the Zoning Code; and

WHEREAS, in order to construct the Proposed Fence on the Property, the Owner has filed an application with the Village for variations from (i) Section 26-13-9.2(b) of the Zoning Code to increase the maximum length of a fence in the front yard along Sherborne Court from 33.8 feet to 157 feet; (ii) Section 26-13-9.2(b) of the Zoning Code to increase the maximum opacity of a fence in the front yard along Sherborne Court from one-third opacity to 100-percent opacity; and (iii) Section 26-13-9.3(a) of the Zoning Code to increase the maximum height of a fence in the front yard along Sherborne Court from four feet to six feet (collectively, the *“Requested Variations”*); and

WHEREAS, a public hearing of the Zoning Board of Appeals of the Village to consider approval of the Requested Variations was duly advertised in the *Daily Herald* on August 23, 2024, and held on September 9, 2024; and

WHEREAS, on September 9, 2024, the Zoning Board of Appeals made findings and recommendations in support of the Requested Variations, subject to specified conditions; and

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

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

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

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

SECTION 2: Approval of Requested Variations. In accordance with, and pursuant to, Article 16 of the Zoning Code, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the President and Board of Trustees of the Village of Libertyville hereby grant the Requested Variations to allow the construction of the Proposed Fence on the Property.

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

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

B. Compliance with Plans. Except for minor changes and site work approved by the Village Director of Community Development or the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village standards, the development, use, operation, and maintenance of the Proposed Fence and the Property must comply with the Marked Up Plat of Survey, a copy of which is attached to, and by this reference, incorporated into this Ordinance, as **Exhibit B**, and includes undated mark-ups depicting the location of the Proposed Fence on a survey prepared by Greengard, Inc. dated July 21, 2023.

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 Owner 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 Owner 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.

D. Location of Proposed Fence. The Proposed Fence must be installed north of the existing line of natural vegetation (trees and shrubs) that runs along the north side of the Sherborne Court right-of-way.

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

SECTION 5: Failure to Comply with Conditions. Upon the failure or refusal of the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, as applicable, the approvals granted in Section 2 of this Ordinance will, at the sole discretion of the Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village President and Board of Trustees may not so revoke the approvals granted in Section 2 of this Ordinance unless they first provide the Owner with two months advance written notice of the reasons for revocation and an opportunity to be heard at a

regular meeting of the Village President and Board of Trustees. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the R-3 District, and the applicable provisions of the Zoning Code, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Administrator and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

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

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

SECTION 8: Effective Date.

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

with the approval of this Ordinance.

B. In the event the Owner does not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 8.A.3 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the Village President and Board of Trustees will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

PASSED this _____ day of _____, 2024.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2024.

Donna Johnson, Village President

ATTEST:

Margaret Clark, Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1:

THAT PART OF THE NORTH HALF OF SECTION 17, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, BEING 86.6 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE EAST ALONG SAID NORTH LINE AND THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 17, 120.0 FEET; THENCE SOUTH ALONG A LINE DEFLECTING 91 DEGREES 03 MINUTES FROM THE LAST DESCRIBED LINE, AS MEASURED FROM EAST TO SOUTH, 387.79 FEET; THENCE WEST 120.0 FEET; THENCE NORTH ON A LINE DEFLECTING 88 DEGREES 57 MINUTES FROM THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, AS MEASURED FROM WEST TO SOUTH, 388.5 FEET, TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTH HALF OF SECTION 17, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEING 7.25 FEET LYING EAST OF AND ADJACENT TO THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 93.85 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE WITH SAID NORTH LINE OF 88 DEGREES 57 MINUTES, MEASURED FROM WEST TO SOUTH, 388.54 FEET, CONTAINING 0.06 ACRES, MORE OR LESS, IN LAKE COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE NORTH HALF OF SECTION 17, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SHERBORNE PHASE 2 SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17, RECORDED SEPTEMBER 19, 2007 AS DOCUMENT NUMBER 6243734. THENCE SOUTHWESTERLY, ALONG A NORTHERLY LINE OF SAID SUBDIVISION, ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 120.00 FEET, AN ARC DISTANCE OF 68.83 FEET (69.35 FEET RECORD) AND A CHORD BEARING SOUTH 73 DEGREES 54 MINUTES 59 SECONDS WEST, 67.89 FEET (68.38 FEET RECORD), TO A POINT OF TANGENCY; THENCE NORTH 89

DEGREES 39 MINUTES 10 SECONDS WEST, CONTINUING ALONG A NORTHERLY LINE OF SAID SUBDIVISION, 33.86 FEET, TO THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF THE PROPERTY DESCRIBED IN PARCEL 2 OF A DEED RECORDED SEPTEMBER 10, 2020 AS DOCUMENT NO. 7693108; THENCE NORTH 01 DEGREE 03 MINUTES 00 SECONDS EAST, ALONG SAID SOUTHERLY EXTENSION, 56.30 FEET, TO THE SOUTHWEST CORNER OF SAID DEED; THENCE SOUTH 89 DEGREES 01 MINUTES 38 SECONDS EAST, ALONG THE SOUTHERLY LINE OF THE PARCELS DESCRIBED IN SAID DEED, 127.25 FEET, TO THE SOUTHEAST CORNER OF PARCELS DESCRIBED IN SAID DEED; THENCE SOUTH 01 DEGREE 05 MINUTES 41 SECONDS WEST, ALONG THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF THE PARCELS DESCRIBED IN SAID DEED, 36.02 FEET; THENCE NORTH 89 DEGREES 01 MINUTES 38 SECONDS WEST, ALONG A LINE PARALLEL TO THE SAID SOUTH LINE OF SAID DEED, 28.51 FEET, TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

Address: 1201 West Winchester Road, Libertyville, Illinois
P.I.N. 11-17-200-032
11-17-200-033
11-17-100-052

EXHIBIT B
MARKED UP PLAT OF SURVEY

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Steven Spinell and Haley Spinell (collectively, the “*Owner*”) are the owners of that certain parcel of real property commonly known as 1201 West Winchester Road, Libertyville, Illinois (“*Property*”); and

WHEREAS, Ordinance No. 24-O____, adopted by the Village President and Board of Trustees on _____, 2024 (“*Ordinance*”), grants variations to the Owner to allow installation of a fence within the front yard of the Property along the Sherborne Court right-of-way; and

WHEREAS, Section 8 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owner has filed, within 30 days following the passage of the Ordinance, its 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 hereby agrees and covenants as follows:

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

[SIGNATURE PAGE FOLLOWS]

Dated: _____, 2024

HALEY SPINELL

By: _____

STEVEN SPINELL

By: _____

**VILLAGE BOARD AGENDA SUPPLEMENT**

Meeting Date:	October 8, 2024
Agenda Item:	Consideration of an Ordinance to Waive Competitive Bidding and Approve a Purchase Order with Impressions in Stone for Engraving Services for the Buy-A-Brick Program
Staff Recommendation:	Approve Resolution
Staff Contact:	Paul Kendzior, P.E., C.F.M., Director of Public Works

Background: The Village of Libertyville has offered multiple Buy-A-Brick programs to residents over the past 25 years. Most of these bricks were placed at Cook Park from 1999-2003. The remaining bricks (approximately 15) were installed at Kenloch Park. Over the years the engravings have worn and faded to the point of being illegible. The Village offered the program again in 2017 to replace all the faded bricks adjacent to the Cook Mansion. Impressions in Stone has completed the engraving for all the Buy-A-Brick programs. The Village has now decided to change out the remaining 845 faded bricks in Cook Park. As a result, the Fiscal Year 2024/25 Annual Budget has allocated \$75,000 in the Project Fund (Act.# 40-0000-0-784) for the Buy-A-Brick Program this year.

Industry improvements in engraving and ink technology have allowed Impressions in Stone to improve the engraving process with greater ink durability and a protective (epoxy) coating to further reduce fading. The unit cost to engrave each brick supplied by the Village, including the epoxy coating, will be \$32. Impressions in Stone has always been very responsive, timely and efficient in completing our previous Buy-A-Brick orders. Public Works staff also believes the \$32 per brick cost to be reasonable and fair due to the rising costs in labor, materials and overhead. The engraving and epoxy coating costs total \$27,058, which includes an additional \$18 for an icon on one brick.

The removal and installation work will be provided by TGF Enterprises who had the lowest labor quote in the not to exceed amount of \$12,768. A purchase order has been issued to TGF Enterprises for this work. The autumn red paver bricks to be used have been previously purchased by the Village. It is proposed to waive the formal competitive bidding process and continue to utilize Impressions in Stone due to the importance of these engravings to match the existing bricks and satisfy the Buy-A-Brick program participants. Given there is additional budgeted funds available, advertisement for new bricks will go out soon and will be approved by the Board at a later date.

Staff recommends adoption of the attached ordinance to waive competitive bidding and approve a purchase order with Impressions in Stone in the not to exceed amount of \$27,058 for engraving services for the Buy-A-Brick program.

Attachments:

1. Ordinance
2. Impressions In Stone Pricing Correspondence
3. Location Map
4. Capital Project Sheet

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 24-O-

AN ORDINANCE WAIVING COMPETITIVE BIDDING AND AUTHORIZING A
PURCHASE ORDER WITH IMPRESSIONS IN STONE FOR ENGRAVING SERVICES FOR
THE BUY-A-BRICK PROGRAM

Adopted by the
President and Board of Trustees
Of
The Village of Libertyville
Lake County, Illinois
This _____ day of _____, 2024.

Published in pamphlet form by direction
And authority of the Village of Libertyville
Lake County, Illinois
This _____ day of _____, 2024.

ORDINANCE NO. 24-

AN ORDINANCE WAIVING COMPETITIVE BIDDING AND AUTHORIZING A PURCHASE ORDER WITH IMPRESSIONS IN STONE FOR ENGRAVING SERVICES FOR THE BUY-A-BRICK PROGRAM

WHEREAS, The Village has offered the Buy-A-Brick Program to residents over the last 25 years with most of the bricks placed in Cook Park; and

WHEREAS, the Village now desires to replace the remaining 845 engraved bricks in Cook Park which have badly faded and the engravings are illegible; and

WHEREAS, Impressions in Stone has performed the engraving services for the Buy-A-Brick Program since its inception in 1999; and

WHEREAS, the Village desires to have the brick engraving performed by Impressions in Stone at a cost of \$32 per brick, which includes a protective epoxy coating, in the not to exceed amount of \$27,058; and

WHEREAS, \$75,000 was initially allocated in the FY 2024/25 Annual Budget in the Project Fund (Act.# 40-0000-0-784), in which \$62,232 is still available for this year's Buy-A-Brick program; and

WHEREAS, in order to complete the work, the President and Board of Trustees have determined that it is appropriate to waive competitive bidding for this service; and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interest of the Village to have the work performed by Impressions in Stone for the Cook Park brick engraving.

**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 legal advertising and formal bidding requirements for the engraving services for the Buy-A-Brick are hereby waived.

SECTION 3. APPROVAL OF PURCHASE ORDER. The purchase order with Impressions in Stone for the brick engraving services for the Buy-A-Brick program is hereby approved in an amount not to exceed \$27,058.

SECTION 4. 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 5. 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 _____, 2024.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2024.

Donna Johnson, Village President

ATTEST:

Margaret Clark, Village Clerk

From: Diana Carroll <diana@impressionsinstone.com>

Sent: Monday, September 30, 2024 6:02 PM

To: David Thornborough <dthornborough@libertyville.com>

Cc: Dave Heurich <dheurich@libertyville.com>; Jayson Wargo <jwargo@libertyville.com>

Subject: Re: Cook Park Engraved Bricks update cost

Hi David.

I'll keep the pricing the same, no worries! When you say you'd like to get this done late this month or early next month do you mean having the actual engraved bricks by then? That may be a difficult feat seeing as you have so many. Let's see what we can do once we get the ball moving. Thanks!

Diana Carroll

President of Sales, Impressions In Stone

P. 847-816-1500 | impressionsinstone.com

242 W US Hwy 45, Indian Creek, IL 60061



On Mon, Sep 30, 2024 at 3:02 PM David Thornborough <dthornborough@libertyville.com> wrote:

Hi Diana,

Will this pricing hold for this fall? We have 845 brick to engrave and would like to get it done late this month, early next month, if possible. I will ask for the epoxy but that will be cost dependent.

Thank you,

David Thornborough

Superintendent of Public Works

Village of Libertyville

544 North Ave

Libertyville IL 60048

Office: 847-918-2076

From: Diana Carroll <diana@impressionsinstone.com>
Sent: Friday, July 19, 2024 3:47 PM
To: David Thornborough <dthornborough@libertyville.com>
Cc: Dave Heurich <dheurich@libertyville.com>; Jayson Wargo <jwargo@libertyville.com>
Subject: Re: Cook Park Engraved Bricks

Hi David.

I went back and found that I gave you pricing last year. We will stick with that price of \$24.00 per paver and \$8.00 per icon using Litho, which is what has been used in the past. Epoxy is an additional \$8.00 per paver and \$10.00 per icon. If there's anything else you need please let me know. Thank you!

Diana Carroll

Vice President of Sales, Impressions In Stone

P. 847-816-1500 | impressionsinstone.com

242 W US Hwy 45, Indian Creek, IL 60061



On Wed, Jul 17, 2024 at 2:06 PM David Thornborough <dthornborough@libertyville.com> wrote:

Hi Kathy,

We will need updated brick paver pricing for this fall's install. The Village budgeted funds to replace the majority of the already inscribed bricks that faded, 845 of them, and will open it up to the residents for new brick inscriptions. We are supplying the brick.

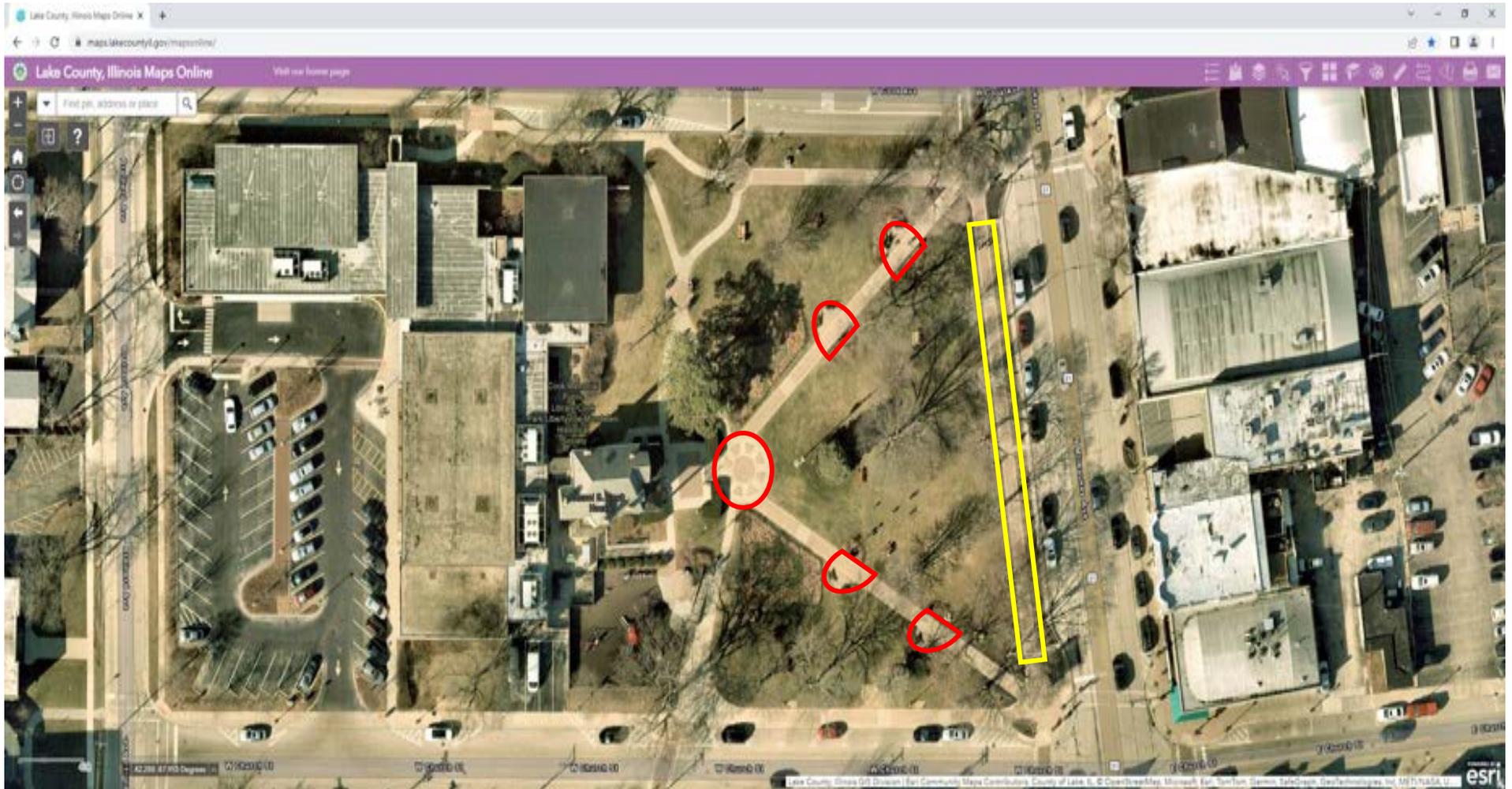
Please give an alternate price for epoxy.

Please and thank you.

David Thornborough

Superintendent of Public Works

Village of Libertyville



Cook Park, 413 N. Milwaukee Ave, Libertyville IL – older named bricks to remove and install with new supplied bricks. May be additional engraved bricks to install from the Buy a Brick Program. Most locations, circled in red, is where the work will occur. The yellow brick area is for any additional engraved pavers that won't fit in the red outlined areas. Work to be done this fall before winter, 2024.

CAPITAL PLAN

2025 thru 2029

Village of Libertyville, Illinois

Project # PW-PARKS-024
 Project Name Buy A Brick Program

Type Maintenance Department Public Works Department
 Useful Life 10 years Contact Public Works Director
 Category Park Improvements
 Project Scope New Project



Status Active

Description Total Project Cost: \$75,000
 The existing deteriorated and faded bricks from the previous Buy a Brick program will be replaced with newly engraved bricks.

Justification
 The old bricks are faded and deteriorating.

Expenditures	2025	2026	2027	2028	2029	Total
Construction/Maintenance	75,000					75,000
Total	75,000					75,000

Funding Sources	2025	2026	2027	2028	2029	Total
Project Fund	75,000					75,000
Total	75,000					75,000

Budget Impact/Other
 Reduce brick maintenance by \$5,000 (estimated).



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	October 8, 2024
Agenda Item:	Consideration of a Resolution to Approve a Municipal Facility Acceptance on a County Highway Form for the Lake County Division of Transportation Sidewalk Improvements along Butterfield Road
Staff Recommendation:	Approve Resolution
Staff Contact:	Paul Kendzior, P.E., C.F.M., Director of Public Works

Background: The Lake County Division of Transportation (LCDOT) is proposing to construct a new sidewalk along the east side of Butterfield Road between St. William Drive and Winchester Road. LCDOT will be removing the existing asphalt maintenance shoulder in this area and replacing it with a 6' wide concrete sidewalk. This new stretch of sidewalk will be located entirely within the Village's municipal limits.

It is standard practice that LCDOT requires the local municipality to accept perpetual ownership and maintenance of sidewalk facilities within its right-of-way. To formalize this understanding, the Village is required to execute a *Municipal Facility Acceptance on a County Highway Form*. The Village has executed this form on several past LCDOT projects for similar purposes.

Staff recommends adoption of the attached resolution to approve the *Municipal Facility Acceptance on a County Highway Form* and authorize execution by the Village President and Village Clerk.

Attachments:

1. Resolution
2. Municipal Facility Acceptance on a County Highway Form
3. Location Map

RESOLUTION NO. 24-R-

A RESOLUTION TO APPROVE A MUNICIPAL FACILITY ACCEPTANCE ON A COUNTY HIGHWAY FORM FOR THE LAKE COUNTY DIVISION OF TRANSPORTATION BUTTERFIELD ROAD SIDEWALK IMPROVEMENTS

WHEREAS, The Lake County Division of Transportation (hereinafter “LCDOT”) is proposing to install a new sidewalk along Butterfield Road and perform associated improvements between St. William Drive and Winchester Road (the “Improvements”); and

WHEREAS, the Improvements include the removal of an existing asphalt maintenance shoulder and replacement with a new concrete sidewalk within the Village of Libertyville (the “Village”); and

WHEREAS, LCDOT requires the Village to approve and execute a *Municipal Facility Acceptance on a County Highway Form* to formalize its intention to accept ownership and maintenance of the reconstructed curb ramps; and

WHEREAS, the Village agrees that it is in the best interests of the Village to approve and execute the *Municipal Acceptance on a County Highway Form*.

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 *Municipal Facility Acceptance on a County Highway Form.*

The Village of Libertyville President and Board of Trustees approves the *Municipal Facility Acceptance on a County Highway Form* attached hereto as Exhibit A.

SECTION 3: Execution of *Municipal Facility Acceptance on a County Highway Form.*

The Village President and the Village Clerk are hereby authorized and directed to execute and attest the *Municipal Facility Acceptance on a County Highway Form* 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 _____, 2024.

AYES:

NAYS:

ABSENT:

APPROVED this ___ day of _____, 2024.

Donna Johnson, Village President

ATTEST:

Margaret Clark, Village Clerk

EXHIBIT A

LAKE COUNTY DIVISION OF TRANSPORTATION
MUNICIPAL FACILITY ACCEPTANCE ON A COUNTY HIGHWAY FORM

FOR LCDOT USE ONLY	
Permit Number	



600 W. Winchester Road
 Libertyville, IL 60048
 Telephone: (847) 377-7400
 hdpermits@lakecountyil.gov

MUNICIPAL FACILITY ACCEPTANCE ON A COUNTY HIGHWAY

(Please print or type)

Municipality: Village of Libertyville
 Mailing Address: 118 W Cook Ave, Libertyville, IL 60048
 Website: https://libertyville.com/ Telephone: 847-362-2430

Being a municipal corporation in the State of Illinois, County of Lake, hereby requests permission from the County Engineer of Lake County to locate and maintain the below described Municipal Facility within the right-of-way limits of a County Highway in accordance with the Lake County, IL Code of Ordinances, as amended. The Municipal Facility is described as follows:

1. **Name of County Highway:** Butterfield Rd

2. **Location of Facility:** From: Winchester Rd
 (From street to street with offsets) To: St. William Dr

3. **Type of Municipal Facility** (check all that apply):
 Street lighting Sanitary sewer line Water main/Water line
 Sidewalk Bike path Other Enter text.

4. **Facility to be constructed by** (check all that apply):
 Municipal Crew Contractor Developer
 Other Enter text.

Name & Company: TBD
 Mailing Address: Enter text.
 Telephone Number: Enter text. Mobile Number: Enter text.
 E-mail Address: Enter text.

Additional contact (if needed):
 Name & Company: Enter text.
 Mailing Address: Enter text.
 Telephone Number: Enter text. Mobile Number: Enter text.
 E-mail Address: Enter text.

5. **Comments** (if needed): Remove existing HMA maintenance shoulder and replace with PCC sidewalk as part of LCDOT resurfacing project on Butterfield Road between the limits stated above.

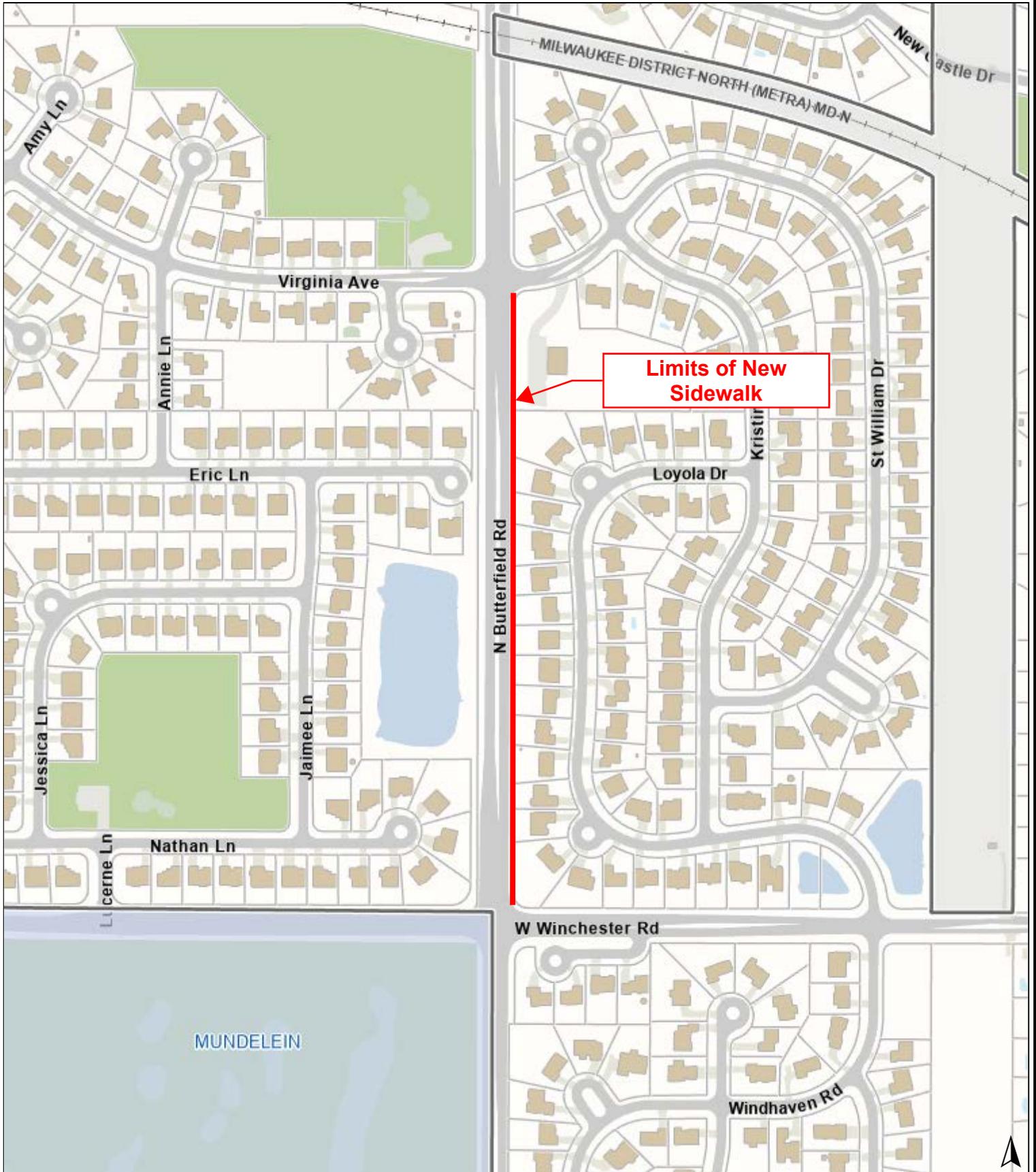
NOTES: This Acceptance is subject to the General Conditions as printed on the reverse side of the form. THIS APPLICATION IS ONLY VALID WHEN AN ORIGINAL SIGNATURE IS PROVIDED ON PAGE 2.

GENERAL CONDITIONS FOR MUNICIPAL FACILITY ACCEPTANCE ON A COUNTY HIGHWAY

1. In submitting this Acceptance, the Municipality agrees to comply with the various policies, conditions and requirements of the Lake County Division of Transportation, whether written or verbal and the Lake County, IL Code of Ordinances, as amended.
2. The Municipality shall supply, at its expense, such information or submittals as may be required for review and to make such changes or revisions as required by the Lake County Division of Transportation.
3. Lack of an immediate response to this form or any information or submittals supplied for review and/or comment shall not be construed as approval or acceptance by the County Engineer or the Lake County Division of Transportation, nor shall they be held responsible for any costs or delays due to the processing time required.
4. The review of the Municipal Facility shall be based on the primary use of the County Highway right-of-way for the safe and efficient movement of vehicular traffic and the maintenance and improvements needed to support such primary use.
5. The Lake County Division of Transportation shall not be responsible for providing room within the County Highway right-of-way for the Municipal Facility.
6. This Acceptance does not relieve the Municipality from complying with any statutes, regulations, ordinances or administrative orders of the Federal, State or County Governments or any political subdivision or administrative agencies that may apply to the Municipal Facility.
7. The Municipality shall obtain permission from the legal property owner of the County Highway right-of-way where the Municipal Facility will be located.
8. Unless otherwise stated in the issued Facility Permit, the Municipality and its successors and assigns shall be responsible for the following:
 - a. The operation and maintenance of the Municipal Facility within the County Highway right-of-way. Such operation and maintenance shall include keeping the Municipal Facility in a safe condition for use by the Public, not creating any hazardous conditions, providing any special maintenance which may include cleaning ice and snow from sidewalks or bike paths or additional mowing of adjacent turf areas, making changes or revisions to the Municipal Facility needed because of the maintenance operations of the Lake County Division of Transportation or use of the County Highway right-of-way by the General Public and restoring portions of the County Highway right-of-way disturbed by repairs, maintenance, extensions, service connections, and/or other work done to the Municipal Facility without a Facility Permit being issued.
 - b. Any additional costs to the County of Lake and/or its Division of Transportation for road improvements and/or maintenance work due to the location and/or use of the Municipal Facility within the County Highway right-of-way. Such costs can include adjustments needed to the Municipal Facility to accommodate said road improvements and/or maintenance work and/or damage to County Property and/or equipment.
 - c. For indemnifying, defending and holding harmless the County of Lake and the Lake County Division of Transportation including their elected and duly appointed officials, agents, employees and representatives from and against any and all claims, suits, actions, losses, expenses, damages, injuries, deaths, judgments and demands arising from and relating to the location and/or use of the Municipal Facility within the County Highway right-of-way regardless of any limitations of insurance coverage.
 - d. Other items as specified in the Lake County, IL Code of Ordinances, as amended.
9. If a separate application is made by an Applicant other than the Municipality to construct the Facility, then the Municipality, by submitting this Acceptance, hereby acknowledges that it will become the successor or assign of this Applicant for the said Facility.

SIGNATURE BLOCK

<p>ATTEST:</p> <p>_____</p> <p align="center">Municipal Clerk</p> <p>_____</p> <p align="center">(Printed name of above signature)</p>	<p align="center">FOR THE MUNICIPALITY:</p> <p>By: _____</p> <p align="center">Municipal Mayor/President</p> <p>_____</p> <p align="center">(Printed name of above signature)</p> <p>Date: _____</p>
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Print Date: 9/30/2024

Notes

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



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: October 8, 2024

Agenda Item: **REPORT OF THE
APPEARANCE REVIEW COMMISSION**
August 26, 2024

**Appearance Review
Commission**

Recommendation: Approve

Staff Contact: Heather J. Rowe, Director of Community Development

Background: The Appearance Review Commission (ARC) met on August 26, 2024, and reviewed one (1) item that requires Village Board approval.

The item heard at the August 26, 2024, meeting includes:

1. **1783 N. Milwaukee Avenue (James E. Olguin, Olguin Law LLC, Authorized Agent for 1783 N. Milwaukee Parking LLC)**

Request is for approval of new landscaping.

Commissioner Kollman made a motion, seconded by Commissioner Enochs, to recommend the Village Board of Trustees approve the application for new landscaping at 1783 N. Milwaukee Avenue, subject to the following condition: 1) The applicant seek additional zoning clarification or approval for the perimeter landscaping that has been omitted on the west and south perimeter.

Motion carried 6 - 0.

Staff Comments: Following the August 26, 2024 meeting, Mr. James E. Olguin sought clarification from Planner, Wil Richardson and Director of Community Development, Heather J. Rowe regarding perimeter landscaping that had been omitted on the west and south perimeter. In response, he submitted a revised plan which incorporates the required perimeter plantings for parking lot screening (Zoning Code Section 26-13-2.3) and perimeter landscape open space (Zoning Code Section 26-13-2.2) at the northwest perimeter as required by Code and which had been previously approved under case ARC 22-07. The other landscape modifications as recommended for approval by the Commission remained.

REPORT OF THE APPEARANCE REVIEW COMMISSION

August 26, 2024

**ARC 24-28 James E. Olguin, Olguin Law LLC, Authorized Agent for 1783 N. Milwaukee Parking LLC
1783 N. Milwaukee Avenue**

Request is for new landscaping.

Mr. James E. Olguin, Olguin Law LLC, authorized agent for 1783 N. Milwaukee Parking LLC, presented the proposal for a revised landscaping plan at the 1783 N. Milwaukee parking lot. Mr. Olguin, who serves as the Zoning Attorney for the owner of the Wildberry Cafe, provided context for the request to approve a revised landscaping plan that differs from the previously approved version. He noted that the revised plan has already been implemented due to a miscommunication between the property owner and the contractor. In response to Staff comments outlined in the ARC report, Mr. Olguin addressed the absence of shrubs along the southern and western perimeters of the lot. He requested that these areas remain un-landscaped for the time being, citing the ongoing construction on the adjacent property. Mr. Olguin expressed concerns that any newly installed landscaping could be damaged during the construction process. He further explained that the owner of the Wildberry Cafe shares ownership of the adjacent property to the south and intends to include the required shrubs in the landscaping plan for that development. Mr. Olguin assured the Commission that this new landscaping plan would be submitted to the ARC for review, providing the Commission with another opportunity to evaluate the proposal. Mr. Olguin stated that the landscaper was unable to make it to the meeting to further discuss the proposal.

Commissioner Kollman asked for clarification on the section of the landscaping where the required shrubs were missing.

Mr. Olguin confirmed that the missing shrubs were on the southern and western perimeters.

Commissioner Kollman asked about the zoning of the abutting lot.

Commissioner Enochs confirmed that it is a commercial district and has been developed as a Planned Development (PD).

Mr. Wil Richardson, Planner, questioned the applicant's reason for not installing shrubs on the western perimeter, citing Staff concerns about headlights shining into the Liberty Junction area.

Mr. Olguin acknowledged the concern, particularly regarding headlights, but argued that the issue was relieved by the fact that Wildberry Cafe closes at 2:00 p.m., well before evening hours when headlights would be an issue.

Commissioner Flader mentioned that the new property will still need to have its own perimeter landscaping and that the Appearance Review Commission doesn't have the authority to waive the requirement for parking lot shrubs.

Report of the Appearance Review Commission
Page 2 of 2

Mr. Richardson confirmed that the landscaping plans must meet the Zoning Code requirements, which is why the original plan was approved as it was.

Commissioner Kollman expressed that he didn't see a strong reason for not installing the required landscaping and noted that the Appearance Review Commission doesn't have the authority to make exceptions to these requirements. He pointed out that this is more of a zoning issue than an appearance issue.

Mr. Olguin indicated that he would like to discuss the possibility of seeking a variation from the required landscaping with the Village.

Mr. Richardson explained that while a variation could be pursued, it would involve a formal process.

Chair Burger clarified that the applicant came to the Commission seeking approval to not install the required landscaping, which is beyond the ARC's authority.

Mr. Olguin then asked if he could still seek approval for changes to species, plantings, and general landscaping adjustments from the original plan.

Commissioner Flader asked if Staff had the original plan to compare with the revised one.

Mr. Richardson confirmed that Staff has the original 2022 plan, though it wasn't brought to the meeting. He mentioned that the main concern is the lack of landscaping along the required open space perimeter of the lot.

Mr. Olguin asked if staff had any concerns with the interior landscaping.

Mr. Richardson confirmed that the primary concern is the lack of perimeter landscaping.

Commissioner Kollman made a motion, seconded by Commissioner Enochs, to recommend the Village Board of Trustees approve the application for new landscaping at 1783 N. Milwaukee Avenue, subject to the following condition: 1) The applicant seek additional zoning clarification or approval for the perimeter landscaping that has been omitted on the west and south perimeter.

Motion carried 6 - 0.

ATTACHMENTS

PLANS CAN BE VIEWED AT:

<https://www.libertyville.com/DocumentCenter/View/24720/1783-N-Milwaukee-Ave-Revision>

<https://www.libertyville.com/DocumentCenter/View/24590/1783-N-Milwaukee-Ave-Combined>



VILLAGE BOARD AGENDA SUPPLEMENT

- Meeting Date:** October 8, 2024
- Agenda Item:** **REPORT OF THE PLAN COMMISSION**
PC 24-09, Special Use Permit for Fitness Center
KidStrong, Applicant
1346/1348 S. Milwaukee Avenue
- Staff Recommendation to Plan Commission:** Approve Special Use Permit
- PC Recommendation:** Approval of Report. Upon approval, an ordinance will be drafted for Village Board action
- Staff Contact:** Heather J. Rowe, Director of Community Development
-

Background: KidStrong is requesting approval for a Special Use Permit for a Fitness Center in order to occupy a commercial tenant space located in the Red Top Plaza Shopping Center in a C-4 Shopping Center Commercial District at 1346/1348 S. Milwaukee Avenue. KidStrong is a membership based business that provides child training programs for kids aged 1 to 11 by utilizing athletic play and confidence building exercises.

The Plan Commission heard the request at the September 23, 2024, meeting and supported the request for a Special Use Permit. A motion to recommend Village Board of Trustees approval passed with a vote of 6 – 0, subject to the following conditions:

1. That any outdoor classes, training, or events be prohibited at the site.
2. That any drop-off or pick-up in the abutting Fire Lane be prohibited.

If the Board approves the Report of the Plan Commission, an ordinance will be prepared for the next Board meeting.

Attachments:

1. Plan Commission Report
2. Minute Excerpts from the Plan Commission Meeting

REPORT OF THE PLAN COMMISSION

REPORT ON: PC 24-09, KidStrong

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

Pursuant to the **APPLICATION** of **KIDSTRONG**, being the **LESSEE** of real estate located at **1346/1348 S. MILWAUKEE AVENUE**, the **PLAN COMMISSION** of the Village of Libertyville held a **PUBLIC HEARING** to consider the **APPLICATION FOR A SPECIAL USE PERMIT FOR A FITNESS CENTER IN ORDER TO ALLOW KIDSTRONG, A PHYSICAL FITNESS STUDIO FOR CHILDREN, TO OCCUPY A COMMERCIAL TENANT SPACE LOCATED IN THE RED TOP PLAZA SHOPPING CENTER IN A C-4 SHOPPING CENTER COMMERCIAL DISTRICT, CHAPTER 26, SECTION 5-5.3**, according to the provisions cited in the Libertyville Municipal code as amended, with the aforesaid real estate being described in Exhibit A, attached.

The aforesaid **PUBLIC HEARING** was duly advertised on **SEPTEMBER 6, 2024**, and held on **SEPTEMBER 23, 2024**, at **7:00 P.M.**, in the Village Hall, 118 West Cook Avenue, Libertyville, Illinois.

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

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

Petitioner's Request and Background:

The petitioner, Alexander Gordy, President, Resilient Enterprises, Inc. and agent representing KidStrong, a fitness center for children, is requesting approval for a Special Use Permit for a Fitness Center in order to allow a KidStrong to occupy a commercial tenant space located in the Red Top Plaza Shopping Center in a C-4 Shopping Center Commercial District at 1346/1348 S. Milwaukee Avenue.

KidStrong is a membership based business that provides child training programs for kids aged 1 to 11 by utilizing athletic play and confidence building exercises. Group classes can range from three (3) up to fifteen (15). Hours of operation are Monday through Friday, 9:00 a.m. to 8:00 p.m., and Saturday/Sunday, 8:00 a.m. to 12:00 p.m.. The maximum number of people at the center is typically 45, with members spending about 50 minutes on location. Parents are present during the class period.

The Plan Commission notes that the Red Top Plaza contains ample parking for the entire shopping center while a substantial number of customers patronize multiple commercial tenants during any single visit to the shopping center. It is anticipated that the parking impact imposed by KidStrong will be easily accommodated by the existing parking lot without infringing upon the parking needs of the other commercial tenants. The Plan Commission supports the request for the Special Use Permit, subject to the condition that outdoor classes, training, or events shall not be permitted.

Report of the Plan Commission, PC 24-09

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

Standards for Special Use Permits:

- a. General Standards. No special use permit shall be recommended or granted pursuant to this Section 16-9 unless the applicant shall establish that:
 - 1) Code and Plan Purposes. The proposed use and development of the existing interior space at 1346/1348 S. Milwaukee Avenue will be consistent with the rest of the property at Red Top Plaza and in full harmony with the general and specific purposes for which the Libertyville Development Code was enacted, and for which the regulations of the district in question were established, and with the general purpose and intent of the official Comprehensive Plan.
 - 2) Adverse Impact. The proposed use and development will not have any substantial adverse effect upon adjacent property, the character of the area, or the public health, safety, and general welfare. This includes parking, plaza/street access and safety considerations below.
 - 3) Interference with Surrounding Development. The proposed use and development will be limited to modifications to the existing interior space and constructed, arranged, and operated as such. It will not dominate the immediate vicinity or interfere with the use and development of neighboring property and will be in accordance with the applicable district regulations.
 - 4) Adequate Public Facilities. The proposed use and development will be adequately served by the existing essential public facilities and services, such as streets, public utilities, drainage structures, police and fire protection, and refuse disposal. Within the existing space, the center will be designed and built per code and will include 2 ADA-compliant restrooms.
 - 5) Traffic Congestion. The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through local streets. With 3 ingress/egress points to access the plaza (2 traffic light-controlled), the center will be easy to access and will not draw any additional traffic onto the local streets.
 - 6) Destruction of Significant Features. Nothing in the proposed use and development will result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance.
 - 7) Compliance with Standards. The proposed use and development complies with all additional standards imposed on it by the particular provision of the code authorizing such use.

Report of the Plan Commission, PC 24-09

WHEREFORE, the Plan Commission of the Village of Libertyville, Lake County, Illinois is recommending to the Village President and the Board of Trustees, that this **APPLICATION FOR A SPECIAL USE PERMIT FOR A FITNESS CENTER IN ORDER TO ALLOW KIDSTRONG, A PHYSICAL FITNESS STUDIO FOR CHILDREN, TO OCCUPY A COMMERCIAL TENANT SPACE LOCATED IN THE RED TOP PLAZA SHOPPING CENTER IN A C-4 SHOPPING CENTER COMMERCIAL DISTRICT** be **APPROVED, SUBJECT TO THE FOLLOWING CONDITIONS:**

- 1. THAT ANY OUTDOOR CLASSES, TRAINING, OR EVENTS BE PROHIBITED AT THE SITE.**
- 2. THAT ANY DROP-OFF OR PICK-UP IN THE ABUTTING FIRE LANE BE PROHIBITED.**

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

AYES: STEFFE, FLORES, OAKLEY, RANKIN, WHEELER, ZYCH

NAYS: NONE

ABSENT: PYTER

Respectfully Submitted, October 1, 2024.

Chair, Plan Commission

Secretary, Plan Commission

EXHIBIT A

Legal Description of the Property

PARCEL 1:

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

PARCEL 2:

EASEMENTS FOR PARKING, DRIVEWAYS AND PEDESTRIAN WALKWAYS FOR THE BENEFIT OF THE LOTS IN PARCEL 1 OVER THE LOTS IN PARCEL 1 AS SET FORTH IN DECLARATION OF UNIFIED DRIVEWAY AND PARKING EASEMENTS RECORDED FEBRUARY 23, 1983 AS DOCUMENT NUMBER 2199771, AS MODIFIED BY SUPPLEMENTAL DECLARATION OF EASEMENTS RECORDED AUGUST 6, 1984 AS DOCUMENT NUMBER 2301500, IN LAKE COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1, TAKEN AS A TRACT, FOR INGRESS AND EGRESS OVER "EXTENSION DRIVEWAYS" LO ARTAIUS PARKWAY OVER LOIS 2 AND 3 IN ARTAIUS SUBDIVISION NUMBER 2, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 27 AND PART OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 6, 1979 AS DOCUMENT 2012025, SAID EASEMENT CREATED BY INSTRUMENT RECORDED OCTOBER 15, 1980 AS DOCUMENT 2083755 AND FIRST AMENDMENT THERETO RECORDED APRIL 7, 1986 AS DOCUMENT 2432045, IN LAKE COUNTY, ILLINOIS.

Address: 1346/1348 S. Milwaukee Avenue, Libertyville, Illinois

P.I.N. 11-28-211-005
11-28-403-086
11-28-403-006
11-28-403-005

EXCERPTS FROM APPEARANCE REVIEW COMMISSION AND PLAN COMMISSION MEETING MINUTES

Draft September 16, 2024, Appearance Review Commission Meeting Minutes

**ARC 24-32 Alexander Gordy, Resilient Enterprises Inc, Authorized Agent for SUP II Red Top Plaza, LLC
1346/1348 S. Milwaukee Avenue**

Request is for new signage.

Mr. Alexander Gordy, Resilient Enterprises Inc, Authorized Agent for SUP II Red Top Plaza, LLC, presented the proposal for new signage. He described his new franchise, KidStrong, which he is proposing to bring to Libertyville through a Special Use Permit. Mr. Gordy explained that he has applied for this signage concurrently while awaiting approval for the Special Use Permit. He mentioned that the sign has been designed by a local sign company familiar with the Village's Zoning Code. He also clarified that while the signage is for 1346 and 1348 S. Milwaukee Avenue, it will only be placed on the unit at 1346 S. Milwaukee Avenue.

Commissioner Kollman questioned if Mr. Wil Richardson, Planner, had confirmed that the signage complies with the area requirements as required by the Zoning Code. Mr. Richardson confirmed.

Commissioner Hartshorne. made a motion, seconded by Commissioner Galo, to recommend the Plan Commission/Zoning Board of Appeals approve the application for new signage at 1346/1348 S. Milwaukee Avenue, in accordance with the plans submitted.

Motion carried 5 - 0.

Draft September 23, 2024, Plan Commission Meeting Minutes

**PC 24-09 KidStrong, Applicant
1346/1348 S. Milwaukee Avenue**

Request is for a Special Use Permit for a Fitness Center in order to allow KidStrong, a physical fitness studio for children, to occupy a commercial tenant space located in the Red Top Plaza Shopping Center in a C-4, Shopping Center Commercial District.

Mr. Alex Gordy, applicant, introduced the request for the Special Use Permit to the Plan Commission. Mr. Gordy stated that KidStrong is a fitness center for children that utilizes athletic play to help parents raise more confident children. He stated that the program promotes cognitive development, builds character, and is science based. He stated that there are 40 KidStrong locations across the nation with four locations in Illinois. He stated that each class session is 45 minutes in length and the children are segregated into classes by age groups. He stated that parents are present at all times to observe their children in the KidStrong classes. He stated that class size is up to 10 children with two coaches. He stated that KidStrong also organizes summer camps, birthday parties, and events to allow parents' night out. He stated that all KidStrong activities are indoors and the hours of operation are Monday through Friday from 9:00 a.m. to 8:00 p.m. and weekends are from 8:00 a.m. to 12:00 p.m.

Mr. Gordy stated that a KidStrong franchise can bring economic benefits to the Village as it brings visitors to the Libertyville community. He stated that once open the KidStrong facility in the Red Top Plaza Shopping Center will start out with ten (10) employees but they anticipate that it will grow to 18 employees over time. Mr. Gordy stated that the shopping center is accessed from Red Top Drive, Milwaukee Avenue, and from Artaius Parkway. Mr. Gordy stated that there is plenty of parking available in the shopping center parking lot and that parents will escort their children into the facility, no curb side drop off or pick up will be permitted.

Commissioner Oakley stated that he supports the proposal.

Commissioner Flores stated that she supports the proposal.

Commissioner Wheeler asked the applicant to verify that this KidStrong proposal will be a franchise. Mr. Gordy stated that it is a franchise business.

Commissioner Zych stated that this proposal will be a great addition to the Libertyville community and that he supports the proposal.

Commissioner Rankin asked the applicant to clarify the anticipated number of children attending classes at the KidStrong facility. Mr. Gordy stated they will run two classes at a time with each class containing 10 children.

Commissioner Rankin asked if music will be played during hours of operation and whether this can be a potential nuisance for the other commercial tenants in the Red Top Plaza Shopping Center. Mr. Gordy stated that music is played throughout the day but he is not anticipating that it will have a detrimental impact on the neighboring commercial tenants.

Chairman Steffe asked the applicant if he agrees with the staff recommended conditions for approval as outlined in the Development Review Committee staff report. Mr. Gordy stated that he agrees with the Staff report and the conditions therein.

Chairman Steffe asked the applicant if he is ready for the Plan Commission to render their recommendation. Mr. Gordy stated that he is ready for their vote.

In the matter of PC 24-09, Commissioner Oakley moved, seconded by Commissioner Flores, to recommend the Village Board of Trustees approve a Special Use Permit for a Fitness Center in order to allow KidStrong, a physical fitness studio for children, to occupy a commercial tenant space located in the Red Top Plaza Shopping Center in a C-4 Shopping Center Commercial District, subject to the following conditions:

1. *That any outdoor classes, training, or events be prohibited at the site.*
2. *That any drop-off or pick-up in the abutting Fire Lane be prohibited.*

Motion carried 6 - 0.

Ayes: Steffe, Flores, Oakley, Wheeler, Rankin, Zych
Nays: None
Absent: Pyter

ATTACHMENT

PLAN SET CAN BE VIEWED AT:

<https://www.libertyville.com/DocumentCenter/View/24612/13461348-S-Milwaukee-Ave-Combined>



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: October 8, 2024

Agenda Item: Consideration of a Resolution to Approve the Annual Purchase of Unleaded & Diesel Fuel and Motor Oil from Al Warren Oil, Co., Inc.

Staff Recommendation: Approve Resolution

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

Background: The Fiscal Year 2024/25 Annual Budget provides \$240,000 in the Vehicle Maintenance and Replacement Fund (Act.# 30-0000-5-711) for the purchase of unleaded & diesel fuel and motor oil for Village vehicles and equipment. The Village participates in the Northwest Municipal Conference Suburban Purchasing Cooperative (SPC) joint purchasing program for the purchase of fuel and oil. By participating in joint purchase programs, the Village is able to maximize savings due to a competitive bidding process facilitated by the SPC.

In 2024, Al Warren Oil Co., Inc. was awarded the SPC joint purchase contract for Diesel Fuel including Gasoline (87, 89 & 92 Octane), Ethanol 75 & 85, B2 Bio Diesel Fuel and motor oil.

Staff recommends adoption of the attached Resolution to approve the purchase of unleaded & diesel fuel and motor oil from Al Warren Oil Co., Inc. in an amount not to exceed budgeted amount of \$240,000 and to authorize execution of all purchases up to \$240,000 by the Village Administrator.

Attachments:

1. Resolution
2. SPC Contract Letter

RESOLUTION NO. 24-R-

A RESOLUTION TO APPROVE THE ANNUAL PURCHASE OF DIESEL & UNLEADED FUEL AND MOTOR OIL FROM AL WARREN OIL CO., INC.

WHEREAS, the Village of Libertyville's Fiscal Year 2024/25 Annual Budget provides \$240,000 in the Vehicle Maintenance and Replacement Fund (Act.# 30-0000-5-711) for the purchase of diesel & unleaded fuel and motor oil; and

WHEREAS, Al Warren Oil Co., Inc. was awarded the Northwest Municipal Conference Suburban Purchasing Cooperative joint purchase contract in 2024 for Diesel Fuel including Gasoline (87, 89 & 92 Octane), Ethanol 75 & 85, B2 Bio Diesel Fuel and motor oil; and

WHEREAS, in 2024, the SPC Governing Board approved the first of three (3) one-year possible contract extensions to Al Warren Oil Co., Inc. from July 6, 2024 to July 5, 2028; and

WHEREAS, Staff recommends the purchase of diesel and unleaded fuel from Al Warren Oil Co., Inc in the not-to-exceed amount of \$240,000 based on pricing from the Northwest Municipal Conference Suburban Purchasing Cooperative 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: The foregoing recitals are hereby incorporated and fully set forth as findings of the Village of Libertyville President and Board of Trustees.

SECTION 2: The Village of Libertyville Board of Trustees approves the purchase of diesel & unleaded fuel and motor oil from Al Warren Oil Co., Inc. in the not-to-exceed amount of \$240,000.

SECTION 3: The Village of Libertyville Board of Trustees authorizes the Village Administrator to execute purchases with Al Warren Oil Co., Inc. for diesel & unleaded fuel and motor oil in the not-to-exceed amount of \$240,000.

SECTION 4: This Resolution shall take effect immediately upon its passage and approval as provided by law and shall remain in effect until April 30, 2025 or until such time that Al Warren Oil Co., Inc. is no longer the SPC contract recipient.

PASSED this ____ day of _____, 2024.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2024.

Donna Johnson, Village President

ATTEST:

Margaret Clark, Village Clerk



A Joint Purchasing Program For Local Government Agencies

June 25, 2024

Mr. Arnie Berg
Al Warren Oil Co., Inc.
1646 Summer Street
Hammond, IN 46320

Dear Ms. Okon,

This letter is to inform you that the Suburban Purchasing Cooperative (SPC) Governing Board has approved the award of the 2024 Gasoline (87, 89, & 92 Octane), Diesel Fuel, Ethanol 75 & 85 and B20 Bio Diesel Fuel Contract (#230) to Al Warren Oil Co., Inc. based on your responsible, responsive bid in compliance with all bid specification requirements.

With acceptance of this contract, Al Warren Oil Co., Inc. agrees to all terms and conditions set forth in the specifications contained within the Request for Proposals to which you responded.

The duration of the contract is Contract shall be July 6, 2024 through July 5, 2025. The SPC reserves the right to extend the contract for (3) three additional (1) one-year periods under the same terms and conditions of the original contract.

Al Warren Oil Co., Inc., Hammond, IN will handle all billing.

Al Warren Oil Co., Inc. shall remit to the NWMC Purchasing Manager on a quarterly basis, an amount equal to 0.5 % of the total dollar volume for the quarter. Contractor must furnish a report of purchases made from the contract by the last of the month following the end of each fiscal quarter:

- Quarter 1 – May, June, July, due August 31
- Quarter 2 – August, September, October, due November 30
- Quarter 3 – November, December, January, due February 28
- Quarter 4 – February, March, April, due May 31

This report is to be submitted to the NWMC Purchasing Director in Excel via email to edayan@nwmc-cog.org, and mailed to 1600 East Golf Road, Suite 0700, Des Plaines, Illinois 60016 and shall include the following information: ordering municipality, date of order, date of delivery, item descriptions, total quantity delivered, item price (including mark-up and applicable taxes), total order extended price, and total volume for the quarter.

*DuPage Mayors &
Managers Conference*
1220 Oak Brook Road
Oak Brook, IL 60523
Suzette Quintell
Phone: (630) 571-0480
Fax: (630) 571-0484

*Northwest Municipal
Conference*
1600 East Golf Rd., Suite 0700
Des Plaines, IL 60016
Ellen Dayan, CPPB
Phone: (847) 296-9200
Fax: (847) 296-9207

*South Suburban Mayors
And Managers Association*
1904 West 174th Street
East Hazel Crest, IL 60429
Kristi DeLaurentiis
Phone: (708) 206-1155
Fax: (708) 206-1133

*Will County
Governmental League*
3180 Theodore Street, Suite 101
Joliet, IL 60435
Cherie Belom
Phone: (815) 729-3535
Fax: (815) 729-3536

The SPC looks forward to a productive year working with Al Warren Oil Co., Inc. Please sign and date this agreement below, retaining copies for your files and returning the original to my attention.

Sincerely,



Ellen Dayan, CPPB
Purchasing Director
Northwest Municipal Conference



06/25/2024

Name: Ellen Dayan
Northwest Municipal Conference

Date



Name: Arnie Berg
Al Warren Oil Co., Inc.

Date

DuPage Mayors & Managers Conference
1220 Oak Brook Road
Oak Brook, IL 60523
Suzette Quintel
Phone: (630) 571-0480
Fax: (630) 571-0484

Northwest Municipal Conference
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Des Plaines, IL 60016
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Joliet, IL 60435
Cherie Belom
Phone: (815) 729-3535
Fax: (815) 729-3536



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: October 8, 2024

Agenda Item: Consideration of a Resolution to Award a Contract and Approve Change Order No. 1 for the 2024 Skip Patching Program

Staff Recommendation: Approve Resolution

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

Background: Village Engineering staff solicited bidders for the Village’s annual Skip-Patching Program. This program involves larger asphalt patches on roadways that have areas of localized pavement deterioration, but are not candidates for full-roadway resurfacing within the next few years. Competitive contractor bids were opened on September 27, 2024, with the following results:

<i>Contractor</i>	<i>Bid Amount</i>
Peter Baker & Son Co.	\$ 314,830.00
<i>Engineer’s Estimate</i>	<i>\$ 351, 155.00</i>
Chicagoland Paving	\$ 357, 405.00
Schroeder Asphalt Services Inc.	\$ 471,152.50
Everlast Blacktop	\$ 468,980.00
Johnson Paving	\$ 491,504.50
A Lamp Concrete Contractors	\$ 528,675.00
Brothers Asphalt Paving	\$ 634,523.00

The qualified low bid contractor is Peter Baker & Son Co. in the amount of \$314,830.00. Peter Baker & Son Co. has successfully completed numerous previous pavement rehabilitation projects for the Village. The FY 2024/25 Annual Budget has sufficient funding in Act.# 40-0000-0-773 from the already dedicated funds for the skip patching program along with a significant savings from this year’s road program. It is recommended to increase the scope of this project to complete additional roadway patching at other qualifying locations. Change Order No. 1 is proposed in the amount of \$20,170.00 and will increase the total contract amount to \$335,000.00.

Staff recommends approval of the attached Resolution to award the contract to Peter Baker & Son Co. for the 2024 Skip Patching Program in the amount of \$314,830.00, authorize execution of the contract by the Village Administrator, and approve Change Order No. 1 in the amount of \$20,170.00, for a new total contract amount of \$335,000.00.

Attachments:

1. Resolution
2. Bid Tab
3. Map of Patching Locations
4. CIP Project Sheet

RESOLUTION NO. 24-R-

A RESOLUTION TO AWARD A CONTRACT AND APPROVE CHANGE ORDER NO. 1
FOR THE 2024 SKIP PATCHING PROGRAM TO PETER BAKER & SON CO.

WHEREAS, The Village of Libertyville’s (“Village”) Fiscal Year (FY) 2024/25 Annual Budget provides sufficient funds in the Project Fund (Account # 40-0000-0-773) for asphalt skip-patching work; and

WHEREAS, Village Engineering Division Staff prepared plans and specifications and solicited competitive contractor bids for the skip-patching program;

WHEREAS, competitive bids were opened on September 27, 2024; and

WHEREAS, Peter Baker & Son Co. was determined to be the lowest responsive competitive bidder in the amount of \$314,830.00; and

WHEREAS, staff recommends Change Order No. 1 to the contract to expand the original Contract scope of services to complete additional patching work due to available funds; and

WHEREAS, Change Order No. 1 in the amount of \$20,170.00 is proposed, which results in a new total contract amount of \$335,000.00; and

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

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

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

SECTION 2: The Village of Libertyville Board of Trustees approves the 2024 Skip Patching Program contract with Peter Baker & Son Co. for the total amount of \$314,830.00.

SECTION 3: The Village of Libertyville Board of Trustees authorizes the Village Administrator to execute the contract with Peter Baker & Son Co. for the 2024 Skip Patching Program.

SECTION 4: Approval of Change Order. Change Order No. 1 is attached hereto as Exhibit A for a net increase of \$20,170.00 and by this reference incorporated herein and made a part hereof and hereby approved.

SECTION 5: This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED this ____ day of _____, 2024.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2024.

Donna Johnson, Village President

ATTEST:

Margaret Clark, Village Clerk

EXHIBIT A

Change Order No. 1

Contract Date: October 8, 2024
Change Order No.: 1
Date: October 8, 2024

Name of Project: 2024 Skip Patching Program
Owner: Village of Libertyville
Contractor: Peter Baker & Son Co.

Justification: Expanded scope to provide additional roadway patching given the availability of funds beyond the original bid/contract amount.

Change of Contract Price

Original Contract Price:	\$ 314,830.00
The Contract Price due to this Change Order will be increased by:	\$ 20,170.00
The New Contract Price including all Change Orders will be:	\$ 335,000.00

Approval Required:

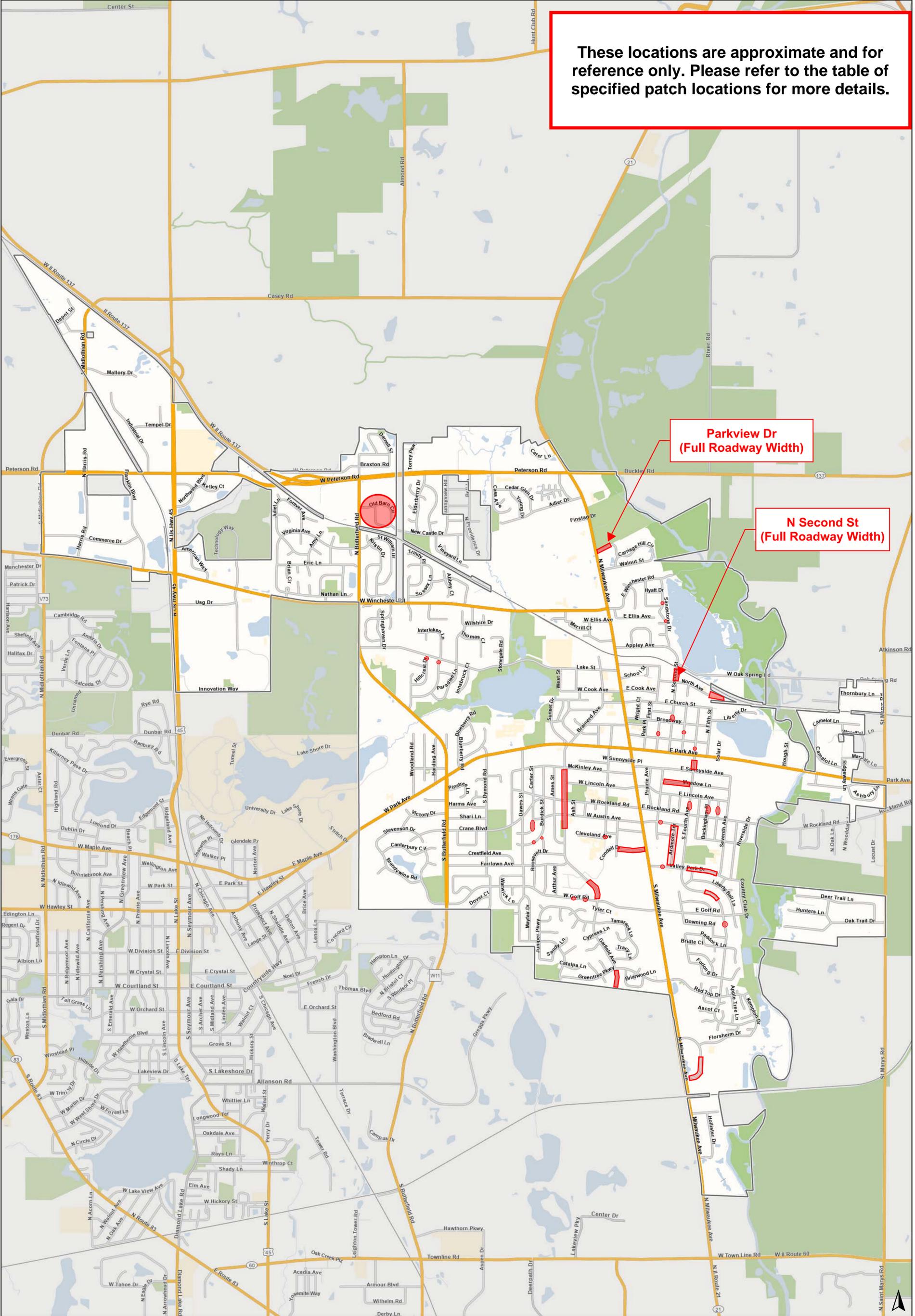
To be effective this order must be approved by the agency if it changes the scope or objective of the PROJECT:

Requested By:	Village of Libertyville Staff
Approve By:	Village of Libertyville Board of Trustees

2024 Skip Patching Project
 Village of Libertyville
 Bid Tabulation
 Opened: 9/27/24 10:00 AM

Item No.	Item	Approx. Quantity	Unit	Engineer's Estimate		Peter Baker & Son, Co.		Chicagoland Paving Contractors		Everlast Blacktop		Schroeder Asphalt Services		Johnson Paving		Alamp Concrete Contractors		Brothers Asphalt Paving	
				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	CLASS "D" PATCH "TYPE I"	10	SY	\$45.00	\$450	\$75.00	\$750	\$75.00	\$750	\$45.00	\$450	\$59.00	\$590	\$58.00	\$580	\$153.00	\$1,530	\$80.00	\$800
2	CLASS "D" PATCH "TYPE II"	270	SY	\$40.00	\$10,800	\$46.00	\$12,420	\$50.00	\$13,500	\$45.00	\$12,150	\$59.00	\$15,930	\$52.00	\$14,040	\$82.00	\$22,140	\$80.00	\$21,600
3	CLASS "D" PATCH "TYPE III"	400	SY	\$35.00	\$14,000	\$35.00	\$14,000	\$50.00	\$20,000	\$40.00	\$16,000	\$56.00	\$22,400	\$46.00	\$18,400	\$68.00	\$27,200	\$65.00	\$26,000
4	CLASS "D" PATCH "TYPE IV"	8250	SY	\$30.00	\$247,500	\$27.00	\$222,750	\$30.00	\$247,500	\$40.00	\$330,000	\$43.25	\$356,813	\$42.65	\$351,863	\$47.50	\$391,875	\$60.00	\$495,000
5	CLASS "D" PATCH "FULLWIDTH ROADWAY"	2230	SY	\$30.00	\$66,900	\$26.00	\$57,980	\$30.00	\$66,900	\$42.00	\$93,660	\$29.50	\$65,785	\$42.65	\$95,110	\$35.50	\$79,165	\$33.00	\$73,590
6	HMA DRIVEWAY R/R, 3"	30	SY	\$45.00	\$1,350	\$69.00	\$2,070	\$50.00	\$1,500	\$50.00	\$1,500	\$70.00	\$2,100	\$69.00	\$2,070	\$75.00	\$2,250	\$100.00	\$3,000
7	THERMOPLASTIC PAVEMENT MARKING,LINE 4"	1400	LF	\$4.40	\$6,160	\$1.45	\$2,030	\$1.75	\$2,450	\$5.20	\$7,280	\$2.85	\$3,990	\$4.50	\$6,300	\$1.35	\$1,890	\$5.00	\$7,000
8	THERMOPLASTIC PAVEMENT MARKING,LINE 6"	250	LF	\$5.75	\$1,438	\$2.00	\$500	\$3.60	\$900	\$8.00	\$2,000	\$3.50	\$875	\$5.00	\$1,250	\$1.85	\$463	\$7.50	\$1,875
9	THERMOPLASTIC PAVEMENT MARKING,LINE 12"	100	LF	\$6.85	\$685	\$4.00	\$400	\$6.50	\$650	\$16.00	\$1,600	\$7.50	\$750	\$7.00	\$700	\$3.60	\$360	\$15.00	\$1,500
10	THERMOPLASTIC PAVEMENT MARKING,LINE 24"	50	LF	\$10.45	\$523	\$8.00	\$400	\$23.25	\$1,163	\$31.00	\$1,550	\$15.00	\$750	\$11.25	\$563	\$7.25	\$363	\$29.70	\$1,485
11	THERMOPLASTIC PAVEMENT MARKING,LETTERS & SYMBOLS	90	SF	\$15.00	\$1,350	\$17.00	\$1,530	\$23.25	\$2,093	\$31.00	\$2,790	\$13.00	\$1,170	\$7.00	\$630	\$16.00	\$1,440	\$29.70	\$2,673
				\$351,155		\$314,830		\$357,405		\$468,980		\$471,153		\$491,505		\$528,675		\$634,523	
Addendum #1						X		X		X		X		X		X		X	

These locations are approximate and for reference only. Please refer to the table of specified patch locations for more details.



Parkview Dr
(Full Roadway Width)

N Second St
(Full Roadway Width)

Old Barn Ct



Print Date: 8/6/2024

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.

Notes

CAPITAL PLAN

2025 thru 2029

Village of Libertyville, Illinois

Project # PW-ST-002
 Project Name Pavement Patching



Type Maintenance Department Public Works Department
 Useful Life 25 years Contact Public Works Director
 Category Street Paving
 Project Scope Annual Program

Status Active

Description Total Project Cost: \$1,516,250

The Village performs asphalt pavement patching in selective areas on streets and alleys that are not currently scheduled for full-width rehabilitation as a measure to improve rideability and extend service life.

Justification

Pavement patching extends the useful life of certain streets and alleys in the Village. This allows the asset to be more functional and attractive to users.

Expenditures	2025	2026	2027	2028	2029	Total
Construction/Maintenance	270,000	150,000	150,000	175,000	200,000	945,000
Total	270,000	150,000	150,000	175,000	200,000	945,000

Funding Sources	2025	2026	2027	2028	2029	Total
Project Fund	270,000	150,000	150,000	175,000	200,000	945,000
Total	270,000	150,000	150,000	175,000	200,000	945,000

Budget Impact/Other

Staff anticipates a savings of \$1,000/year in critical repairs.

Budget Items	2025	2026	2027	2028	2029	Total
Maintenance	-1,000	-1,000	-1,000	-1,000		-4,000
Total	-1,000	-1,000	-1,000	-1,000	-	-4,000



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date:	October 8, 2024
Agenda Item:	Consideration of a Resolution to Approve a Professional Services Agreement with CCS International, Inc.
Staff Recommendation:	Approve Resolution
Staff Contact:	Kelly A. Amidei, Village Administrator Ed Roncone, Chief of Police

Background: The Village began evaluating the construction of a new Police Station in 2021. The project was added to the Village’s capital improvement plan in 2022, with a dedicated funding source of ½% non-home-rule sales tax receipts in the budgeted amount of \$1,600,000 annually. This funding model is intended to remove the burden of a new police station from local property taxpayers. Additionally, revenue from the sale of the Libertyville Sports Complex properties have been transferred into the New Building Fund to support this initiative.

The project under consideration will replace the 1968 police station with a modern law enforcement facility that addresses current and future policing needs to maintain and improve public safety in Libertyville.

In Fall of 2021, the Village hired an architect to conduct a facility needs assessment. This needs assessment included the identification of deficiencies in the existing police station, recommended space needs, and a preliminary project budget. The project is now being reviewed in detail by the Fire & Police Committee of the Village Board. The Committee is expected to present recommendations regarding building size, project cost and location of a new station to the full Village Board later in 2024. If the project is approved by the Village Board, construction is targeted to start in 2025 or 2026.

At the July Fire & Police Committee meeting staff was directed to issue a Request For Qualifications (RFQ) for the professional services of an Owner’s Representative. At the September 17, 2024, Fire & Police Committee meeting, 4 firms were interviewed for these services. The Committee recommended that CCS International, Inc. be retained as the Owner’s Representative for the Police Station Project.

The Owner’s Representative is intended to become part of the team to guide and inform staff and the Village Board throughout all stages of the project. The Owner’s Representative (OR) is not the decision-maker of project goals and objectives, but rather a subject matter expert to best provide a quality facility at a cost that ensures the Village Board and Police Chiefs’ goals are in alignment from design through construction.

CCS was selected because of their extensive resume assisting local agencies with public building projects, including the Woodridge Police Station and Public Works Facility, and their current work with the Village of Wilmette. References for CCS, International, Inc. were all extremely positive. While the RFQ included a scope of services covering the project from start to finish, it is recommended that the initial contract award with CCS include only Phase 1 pre-design services as identified in the attached cost proposal.

The OR will assist the Village with drafting a Request for Proposals (RFP) for architectural design services for the Project as well as participating in the proposal review, interview, and scope, and contract negotiation processes. The OR can provide communications support including press kits, press releases, video services including drone footage, and virtual walkthrough tools. The Village is allocating \$10,000 for potential communications support, with the anticipated development of a virtual walkthrough of the current station. The total scope of work for this contract with CCS covers a 16-week period and will take the project through selection of an architect. Staff anticipates a subsequent contract with CCS will be recommended at the same time as award of the architectural design contract.

Attachments:

1. Resolution with Contract

RESOLUTION 24-R-

A RESOLUTION APPROVING AN AGREEMENT WITH
CCS INTERNATIONAL, INC. FOR OWNER'S REPRESENTATIVE SERVICES RELATED
TO THE POLICE STATION PROJECT

WHEREAS, the Village has identified the need to retain a professional owner's representative firm to provide pre-design services for the police station project ("**Services**"); and

WHEREAS, the Village issued a request for qualifications for qualified firms to provide the Services; and

WHEREAS, on September 17, 2024, the Village Board Fire and Police Committee reviewed the proposals received, and determined and recommended that the proposal submitted by CCS International, Inc., of Oakbrook Terrace, Illinois ("**CCS**"), is the most appropriate for the provision of the Services; and

WHEREAS, the Village and CCS desire to enter into an agreement for the provision of the Services by CCS to the Village, in accordance with CCS' proposal ("**Agreement**"); and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Agreement with CCS 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 CCS, in substantially 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 is hereby authorized and directed to execute, on behalf of the Village, the Agreement upon receipt by the Village Clerk

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of at least one original copy of the Agreement executed by CCS; 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 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 8th day of October, 2024.

AYES:

NAYS:

ABSENT:

APPROVED this 8th day of October, 2024.

Donna Johnson, Village President

ATTEST:

Margaret Clark, Village Clerk

EXHIBIT A
AGREEMENT

**VILLAGE OF LIBERTYVILLE
PROFESSIONAL SERVICES AGREEMENT
FOR POLICE STATION PROJECT OWNER'S REPRESENTATIVE SERVICES**

THIS AGREEMENT ("**Agreement**") is dated as of the ____ day of _____, 2024 ("**Effective Date**") and is by and between the Village of Libertyville, an Illinois municipal corporation ("**Village**"), and CCS International, Inc., an [**Illinois limited liability company**] ("**the Consultant**") (collectively, the "**Parties**").

IN CONSIDERATION OF the agreements set forth in this Agreement, the receipt and sufficiency of which are mutually acknowledged, and pursuant to the Village's statutory powers, the Parties agree as follows:

SECTION 1. SCOPE AND PROVISION OF SERVICES.

A. Engagement of the Consultant. The Village hereby engages the Consultant identified below to provide all necessary professional consulting services and to perform the work in connection with the project described as follows: The primary role of the Owner's Representative is to act as the Village's liaison to the project team and provide advisory services to the Village (Owner) for the New Police Station Project. (Collectively, the "**Services**")

The Owner's Representative will advocate for the Village's interests in working with all entities of the project during all stages of the project. The Owner's Representative will assist the Village with oversight of the design and construction teams and with the financial administration of the project as it relates to budget status and reporting, contract change order approval, and project financial tracking and reporting. In this capacity, the Owner's Representative will work closely with key Village staff members and organizations as required.

B. Services. The Consultant has submitted to the Village a description of the Services to be provided by the Consultant, a copy of which is attached as **Exhibit A** to this Agreement ("**Scope of Services**"). The Consultant must provide the Services pursuant to the terms and conditions of this Agreement and as described more fully in the Scope of Services.

C. Commencement; Time of Performance. The Consultant will commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties. The Consultant will diligently and continuously prosecute the Services until the completion of the Services or the termination of this Agreement.

D. Reporting. The Consultant will regularly report to the Village regarding the progress of the Services during the term of this Agreement.

E. Relationship of the Parties. The Consultant will act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement will be construed to: (i) create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and the Consultant; or (ii) create any relationship between the Village and any subcontractor of the Consultant.

F. Information Releases. The Consultant will not issue any news releases or other public statements regarding the Services without prior approval from the Village.

G. Mutual Cooperation. The Village will cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with any non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other the Consultants engaged by the Village.

H. Compliance with Laws and Grants.

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

2. The Consultant will 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 the Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part of the Services.

3. Every provision of law required by law to be inserted into this Agreement will be deemed to be inserted herein.

SECTION 2. COMPENSATION AND METHOD OF PAYMENT.

A. Compensation. The total amount billed by the Consultant for the Services under this Agreement will not exceed **\$45,000.00** ("**Compensation**"), as outlined in the Scope of Services, including reimbursable expenses as identified in the Scope of Services, without the prior express written authorization of the Village.

B. Invoices and Payment. The Consultant will be paid as provided in the Scope of Services. The Consultant will submit invoices to the Village in an approved format for those portions of the Services performed and completed by the Consultant. The Village will pay to the Consultant the amount billed in accordance with the Illinois Prompt Payment Act, 50 ILCS 505/1 *et seq.*

C. Records. The Consultant will maintain records showing actual time devoted and costs incurred, and will permit the authorized representative of the Village to inspect and audit all data and records of the Consultant for work done under this Agreement. The records required to be made available to the Village under this Section 2.C will be made available at reasonable times during the term of this Agreement, and for five years after the termination of this Agreement.

D. Claim in Addition to Compensation. If the Consultant claims a right to additional compensation as a result of action taken by the Village, the Consultant must provide written notice

to the Village of the claim within seven days after occurrence of the action, and no claim for additional compensation will be valid unless made in accordance with this Section 2.D. Any changes in the Compensation will be valid only upon written amendment pursuant to Section 10.A of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant will proceed with all of the Services required to complete the Services under this Agreement as determined by the Village without interruption.

E. Taxes, Benefits, Royalties. The Compensation includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services, including, without limitation, all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. The Consultant waives and releases any claim or right to claim additional compensation by reason of the payment of any tax, contribution, premium, costs, royalties, or fees.

F. Completion and Acceptance of Services. The Services, and any phase of the Services, will be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be.

G. Additional Services. The Village will not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement (“**Additional Services**”), regardless of whether the Additional Services are requested or directed by the Village, except upon the prior written consent of the Village Administrator after approval in accordance with applicable procedures.

H. No Additional Obligation. The Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant, or with any vendor solicited or recommended by the Consultant.

SECTION 3. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The employees, officials, and personnel of the Consultant described in the Scope of Services (“**Key Project Personnel**”), if any, will be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel may not be changed without the Village’s prior written approval. The Consultant will notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant will have no claim for damages and may not bill the Village for additional time and materials charges as the result of any portion of the Services that must be duplicated or redone due to termination or for any delay or extension of the Time of Performance as a result of any termination, reassigning, or resignation.

B. Availability of Personnel. The Consultant will provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement or in the Scope of Services.

C. Approval and Use of Subcontractors. The Consultant will perform the Services with its own personnel and under the management, supervision, and control of its own organization, unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Consultant will be acceptable to, and approved in advance by, the Village. The Village’s approval of any subcontractor or subcontract will not relieve the Consultant

of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract will be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" will be deemed also to refer to all subcontractors of the Consultant, and every subcontract will include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, then, immediately upon notice from the Village, the Consultant will remove and replace the personnel or subcontractor. The Consultant will have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any removal or replacement.

SECTION 4. TERM OF AGREEMENT.

A. Term. The term of this Agreement, unless terminated pursuant to the terms of this Agreement, will expire on the date the Village determines that all of the Services under this Agreement, including warranty services, are completed. A determination of completion will not constitute a waiver of any rights or claims that the Village has, before or after completion, with respect to any breach of this Agreement by the Consultant or any right of indemnification of the Village by the Consultant.

B. Termination. Notwithstanding any other provision hereof, the Village may terminate this Agreement, at any time and for any reason, upon seven days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant will be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in the Scope of Services.

SECTION 5. CONFIDENTIAL INFORMATION; OWNERSHIP OF WORK PRODUCT AND DOCUMENTS.

A. Confidential Information. In the performance of this Agreement, the Consultant may have access to or receive certain information in the possession of the Village that is not generally known to members of the public ("**Confidential Information**"). Confidential Information includes, without limitation, proprietary information, copyrighted material, personal or private data of every kin, financial information, health records and information, maps, and all other information of a personal nature. The Consultant must not use or disclose any Confidential Information without the prior written consent of the Village. If the Consultant has any doubt about the confidentiality of any information, then the Consultant must seek a determination from the Village regarding the confidentiality of the information. The Consultant and all of its personnel and subcontractors must make and apply all safeguards necessary to prevent the improper use or disclosure of any Confidential Information. At the expiration or termination of this Agreement, the Consultant must promptly cease using, and must return or destroy (and certify in writing destruction of), all Confidential Information, including all copies, whether physical or in any other form, in its possession. The Consultant may not transfer to, store in, or otherwise allow work product containing Confidential Information to be located in any location, whether physical or digital, not under the control of the Consultant. If the Consultant is required, by any government authority or court of competent jurisdiction, to disclose any Confidential information, the Consultant must immediately give notice to the Village with the understanding that the Village will have the

opportunity to contest the process by any means available to it prior to submission of any documents to a court or other third party. The Consultant must cause all of its personnel and subcontractors to undertake and abide by the same obligations regarding Confidential Information as the Consultant.

B. Ownership. The Consultant agrees that all work product, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement will be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant will cause the work product to be promptly delivered to the Village. Any outstanding payment obligations may not be used as a basis to withhold work product. The Consultant agrees that, to the extent permitted by law, any and all work product will exclusively be deemed "works for hire" within the meaning and purview of the United States Copyright Act, 17 U.S.C. § 101 et seq subject to the terms of this Agreement. To the extent any work product does not qualify as a "work for hire," the Consultant irrevocably grants, assigns, and transfers to the Village all right, title, and interest in and to the work product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All intellectual property, Confidential Information, and work product will at all times be and remain the property of the Village. The Consultant will execute all documents and perform all acts that the Village may request in order to assist the Village in perfecting or protecting its rights in and to the work product and all intellectual property rights relating to the work product. All of the foregoing items will be delivered to the Village upon demand at any time and in any event, will be promptly delivered to the Village upon expiration or termination of this Agreement within three days after a demand. In addition, the Consultant will return the Village's data in the format requested by the Village. If any of the above items are lost or damaged while in the Consultant's possession, those items will be restored or replaced at the Consultant's expense.

C. Freedom of Information Act and Local Records Act. The Consultant acknowledges that this Agreement, all documents submitted to the Village related to this Agreement, and records in the possession of the Consultant related to this Agreement or the Services may be a matter of public record and may be subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., and any other comparable state or federal laws now existing or adopted later (collectively, the "**Disclosure Laws**"). In the event that the Village requests records from the Consultant, the Consultant shall promptly cooperate with the Village to enable the Village to meet all of its obligations under the applicable Disclosure Law. The Consultant acknowledges and agrees that the determination as to whether information in the records is exempt from disclosure or should be released to the public will be made by the Village in its sole and absolute discretion.

D. Injunctive Relief. In the event of a breach or threatened breach of this Section 5, the Village may suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, the Consultant agrees that the Village will be entitled to seek immediate injunctive relief to prevent or curtail any breach, threatened or actual. The rights provided under this Section 5.D are in addition and without prejudice to any rights that the Village may have in equity, by law or statute. The Consultant will fully cooperate with the Village in identifying the scope of any improper use or dissemination of data protected by this Section 5 and will assist the Village in any notification efforts required by law.

SECTION 6. WARRANTY.

The Consultant warrants that the Services will be performed in accordance with the highest standards of professional practice, care, skill, and diligence practiced by recognized consulting firms or licensed and accredited professionals in performing services of a similar nature. This warranty is in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are reserved unto the Village. Any of the Services required by law or by this Agreement to be performed by licensed professionals will be performed by professionals licensed by the State of Illinois to practice in the applicable professional discipline.

SECTION 7. CONSULTANT REPRESENTATIONS.

A. Ability to Perform. represents that it is financially solvent, has the necessary financial resources, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services in accordance with this Agreement and in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

B. Authorization. The execution, delivery and performance by the Consultant of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable requirements of law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which the Consultant is now a party or by which the Consultant is now or may become bound.

C. Company Background. The information disclosed by the Consultant regarding its corporate structure, financial condition, expertise, and experience is true and correct. The Consultant will promptly notify Village in writing of any material change to or about the Consultant, including without limitation to change in ownership or control, and any change will be subject to Village approval which will not be unreasonably withheld.

D. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no Village employee, official, or agent has an interest in the business of the Consultant or this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant will 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.

E. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a 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 the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 2012, 720 ILCS 5/33E-1 *et seq.* *The Consultant* represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it is found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or

corporation, then the Consultant will be liable to the Village for all loss or damage that the Village may suffer, and this Agreement will, at the Village's option, be null and void.

F. Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

G. No Default. The Consultant is not in arrears to the Village under any debt or contract and is not in default as surety, contractor, or otherwise to any person, unless as disclosed the Village in writing.

H. No Legal Actions Preventing Performance. As of the Effective Date, the Consultant has no knowledge of any action, suit, proceeding, claim or investigation pending or to its knowledge threatened against the Consultant in any court, or by or before any federal, state, municipal, or governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect the Consultant's ability to perform its obligation under this Agreement.

I. Patriot Act Compliance. The Consultant represents and warrants to the Village that neither the Consultant nor any of its principals, shareholders, or other employees or officials (collectively "**Personnel**") is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants that the Consultant and its Personnel are not directly or indirectly engaged in or facilitating transactions related to this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant must, and will, defend, indemnify, and hold harmless the Village and its officials, officers, authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, and attorneys from and against every claim, damage, loss, risk, liability, and expense (including attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this Section 7.I.

SECTION 8. INDEMNIFICATION; INSURANCE; NO PERSONAL LIABILITY.

A. Indemnification. The Consultant agrees to, and does hereby, hold harmless and indemnify the Village and all Village elected or appointed officials, officers, employees, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with this Agreement or the Consultant's performance, or failure to perform, all or any part of the Services; provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of the Village.

B. Insurance. Contemporaneous with the Consultant's execution of this Agreement, the Consultant will provide certificates of insurance, all with coverages and limits acceptable to the Village, and the Consultant must provide certificates of insurance, endorsements, and insurance policies acceptable to the Village and including at least the minimum insurance coverage and limits set forth in **Exhibit B** to this Agreement. For good cause shown by the Consultant, the Village may extend the time for submission of the required certificates, endorsements, and policies and may impose deadlines or other terms to assure compliance with this Section 8.B. Each certificate and endorsement must be in a form acceptable to the Village and from a company with a general rating of A minus, and a financial size category of Class X or

better, in Best's Insurance Guide. Each insurance policy must provide that no change, modification, or cancellation of any insurance will become effective until the expiration of 30 days after written notice of the change, modification in, or cancellation will have been given by the insurance company to the Village (10 days' written notice in the event of cancellation due to the Consultant's non-payment of premium). The Consultant must maintain and keep in force, at all times during the term of this Agreement and at the Consultant's expense, the insurance coverage provided in this Section 8.B and **Exhibit B**, including without limitation at all times while correcting any failure to meet the warranty requirements of Section 6 of this Agreement.

C. No Personal Liability. No elected or appointed official, or employee of the Village will be personally liable, in law or in contract, to the Consultant as the result of the execution and performance of this Agreement.

SECTION 9. DEFAULT.

A. Default. If the Village determines that the Consultant has failed or refused to properly undertake the Services with diligence, or has delayed in the undertaking of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("**Event of Default**"), and fails to cure any the Event of Default within ten days after the Consultant's receipt of written notice of the Event of Default from the Village, then the Village will have the right, notwithstanding the availability of other remedies provided by law or equity, to pursue any one or more of the remedies provided for under Section 9.B of this Agreement.

B. Remedies. In case of any Event of Default, the Village may pursue the following remedies:

1. **Cure by the Consultant.** The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement;

2. **Termination of Agreement.** The Village may terminate this Agreement and, notwithstanding anything in Section 3.C. of this Agreement, the Village will not have any liability for further payment of amounts due or to become due under this Agreement;

3. **Withholding of Payment.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

SECTION 10. GENERAL PROVISIONS.

A. Amendment. No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed.

B. Assignment. Neither Party may assign their rights or obligations under this Agreement without the prior written consent of the other party.

C. Village Actions, Consents, and Approvals. Any action, consent, or approval needed to be taken or given under this Agreement by the Village may only be performed by the Village Administrator or their designee, to the extent provided for by law.

D. Binding Effect. The terms of this Agreement bind and inure to the benefit of the Parties and their agents, successors, and assigns.

E. Notice. Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 10.E, each party will have the right to change the address or the addressee, or both, for all future notices to the other party, but no notice of a change of addressee or address will be effective until actually received.

Notices to the Village will be addressed to, and delivered at, the following address:

Village of Libertyville
118 W. Cook Avenue
Libertyville, Illinois 60048
Attention: Kelly Amidei, Village Administrator
E-mail: kamidei@libertyville.com

With a copy to:

Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60654
Attention: Hart Passman
E-mail: hpassman@elrodfriedman.com

Notices to the Consultant will be addressed to, and delivered at, the following address:

CCS International, Inc.
1815 S. Meyers Road
Suite 1070
Oakbrook Terrace, IL 60181
Attention: Graham Harwood, Principal
Email: gharwood@ccsdifference.com

With a copy to:

Corporate Law Partners, PLLC
70 West Madison St# 1100
Chicago, IL 60602
Attention: Anne E. Viner, General Counsel
Email: aviner@corporatelawpartners.com

F. Third Party Beneficiary. The provisions of this Agreement are and will be for the benefit of the Consultant and Village only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement. The Village will not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the Village, without the knowledge and approval of the Village Trustees.

G. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the Village will have the right, in its sole and absolute discretion, to determine if (i) the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated, or (ii) the entire agreement shall be invalid, void, and unenforceable.

H. Time of the Essence. Time is of the essence in the performance of this Agreement.

I. Governing Laws. This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

J. Venue. Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the Circuit Court of Lake County, Illinois or, where applicable, in the federal court for the Northern District of Illinois. The Parties waive their respective right to transfer or change the venue of any litigation filed in the Circuit Court of Lake County, Illinois.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Consultant with respect to the Scope of Services and the Services.

L. Non-Waiver. No waiver of any provision of this Agreement will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

M. Exhibits. Exhibits A and B attached to this Agreement are, incorporated in and made a part of this Agreement. In the event of a conflict between any Exhibit and the text of this Agreement, the text of this Agreement will control.

N. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement will be cumulative and will not be exclusive of any other rights, remedies, and benefits allowed by law.

O. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

P. Interpretation. This Agreement will be construed without regard to the identity of the Party which drafted the various provisions of this Agreement. Every provision of this

Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

Q. Survival. The provisions of Sections 5, 6, and 8 will survive the termination or expiration of the Agreement.

R. Calendar Days; Calculation of Time Periods. Unless otherwise specific in this Agreement, any reference to days in this Agreement will be construed to be calendar days. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central time.

S. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, is deemed to be an original, but all of which together will constitute one and the same instrument.

ATTEST:

VILLAGE OF LIBERTYVILLE

By: _____
Village Clerk

By: _____
Village Administrator

ATTEST:

CONSULTANT

By: _____

By: _____

Title: _____

Its: _____

EXHIBIT A
PROPOSAL

EXHIBIT B

INSURANCE COVERAGES

A. Worker's Compensation and Employer's Liability with limits not less than:

- (1) Worker's Compensation: Statutory;
- (2) Employer's Liability:
\$500,000 injury-per occurrence
\$500,000 disease-per employee
\$500,000 disease-policy limit

Insurance will evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

All employees will be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit

Coverage is to be written on an "occurrence" basis.

Coverages will include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of this Agreement)

D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering the Consultant against all sums that the Consultant may be obligated to pay on account of any liability arising out of this Agreement.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis so that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover the loss.

F. Owner as Additional Insured. Village will be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each additional Insured endorsement will identify Village as follows: Village of Libertyville, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, the Consultants, and representatives.

- G. Other Parties as Additional Insureds. In addition to Village, the following parties will be named as additional insured on the following policies:

<u>Additional Insured</u>	<u>Policy or Policies</u>
_____	_____
_____	_____
_____	_____

GEOGRAPHIC INFORMATION SYSTEMS TECHNOLOGY RIDER

The Village has developed digital map information through Geographic Information Systems Technology (“**GIS Data**”) concerning the real property located within the Village. If requested to do so by the Consultant, the Village agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. **Limited Access to GIS Data.** The GIS Data provided by the Village will be limited to the scope of the Work that the Consultant is to provide for the Village;
2. **Purpose of GIS Data. The Consultant** will limit its use of the GIS Data to its intended purpose of furtherance of the Work; and
3. **Agreement with Respect to GIS Data.**
 - a. **Trade Secrets of the Village.** The GIS Data constitutes proprietary materials and trade secrets of the Village and is the property of the Village;
 - b. **Consent of Village Required.** The Consultant may not provide or make available the GIS Data in any form to anyone without the prior written consent of the Village.
 - c. **Supply to Village.** At the request of the Village, the Consultant will provide the Village with all information that has been developed by the Consultant based on the GIS Data;
 - d. **No Guarantee of Accuracy.** The Village makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant’s intended use of the GIS Data; and
 - e. **Discontinuation of Use.** At the time as the Services have been completed to the satisfaction of the Village, the Consultant will cease its use of the GIS Data for any purpose whatsoever; and, upon request, an authorized representative of the Village will be afforded sufficient access to the Consultant’s premises and data processing equipment to verify that all use of the GIS Data has been discontinued.



September 17, 2024v2

Kelly Amidei
Village Administrator
Village of Libertyville
118 W Cook Avenue
Libertyville, IL 60048

Via Electronic Submission: kamidei@libertyville.com

Subject: Proposal for Owner’s Representative Services - New Police Station

Dear Kelly,

CCS appreciates the opportunity to submit the following proposal for Owner Representative Services for the Village of Libertyville, the proposed services, align to the scope in the RFQ dated 8/16/24.

In order to enable our team to quickly mobilize and guide the project forward focusing on alignment between project costs, scope, and schedule, and in fairness to Libertyville and CCS, because of there are so many options which affect scope, budget and schedule, we are proposing an initial four month not to exceed fee billed on an hourly basis. After this initial period, a number of unknowns will become clearer and will enable us to propose a fee that will represent the options selected and better reflect the project approach.

We have also included an alternate guideline range of base fee to provide yourselves with some indication of the fee that will be required.

Upon your review of this proposal, please let me know if you have any questions. CCS is excited about the prospect of engaging with Libertyville and your team to build a lasting and trusted relationship.

Project Description

It is understood the Village of Libertyville is in the process of selecting an option for a new police station, estimated at 30,000 – 35,000 square feet.

SCOPE OF WORK

Phase 1: Pre-Design Services

1. Research and get up to speed with progress made on the project to date.
2. Develop, review, and update project budget.
3. Develop, monitor, and report on a master schedule.
4. Coordinate and expedite flow of information between project team members.
5. Attend Board and Committee meetings as necessary and assist in providing presentations.
6. Assist the Village in evaluating various project delivery methods.
7. Assist the Village with drafting an RFP for architectural design services for the project and participate in the proposal review, interviews, and scop and contract negotiations.

1815 South Meyers Road
Suite 1070
Oakbrook Terrace, IL 60181
630.678.0808
www.CCSdifference.com



BASE FEE PROPOSAL

We are aware that there are significant unknowns at this point in time and in fairness to Libertyville and CCS, we propose all BASE services will be billed on an Hourly Basis, **Not to Exceed \$45,000 for up to 16 weeks of services.**

CCS will perform assigned tasks and invoice for Owner Representative service rendered monthly based on hourly rates for actual time expended by staff. **Importantly, CCS will only bill for time expended on the project.**

Reimbursables will be billed at the actual cost.

A subsequent proposal for Phase 2 – Design Phase services will be provided to the Village for consideration in conjunction with a future concept phase Architect’s proposal, once selected by the Village.

KEY STAFF AND HOURLY RATES

Title	2024 Rate
Principal in Charge Graham Harwood	\$200
Program Management Director Marc Rogers	\$175
Assistant Project Manager Gabriel Alvarez	\$130
Assistant Project Manager Edgardo Nunez	\$125
Communication Specialist Emma King	\$150
Senior Cost Manager TBD as needed	\$180

Rates are for 2024, and it is assumed these rates will be increased by a 3% escalation per year for 2025 and 2026.

Reimbursable expenses for travel to and from the site will be reimbursed.

Please be advised that we will provide a fee after the initial pre-design when a number of project unknowns will be answered, and the project details (scope, budget, schedule) will provide a better basis for the calculation of a fee. At this stage, the fee could be monthly or a not-to-exceed based on an hourly basis. CCS remains flexible on the approach and always tailor our fee approach to meet our client’s needs.

On behalf of CCS, we are excited for the opportunity to join your team and gain your trust in supporting the Village of Libertyville on this assignment. We are ready to roll up our sleeves and move the project forward!

Sincerely,

Graham Harwood, Principal
CCS INTERNATIONAL, INC.

1815 South Meyers Road
Suite 1070
Oakbrook Terrace, IL 60181
630.678.0808
www.CCSdifference.com



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: October 8, 2024

Agenda Item: Consideration of a Resolution to Approve the Second and Third Amendments to the Intergovernmental Agreement with the Lake County Stormwater Management Commission for the Rockland Road Corridor and Highlands Subdivision Phase 1 & 2 Flood Reduction Projects

Staff Recommendation: Approve Resolution

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

Background: Public Works staff has worked closely with the Lake County Stormwater Management Commission (LCSMC) to secure grant reimbursement funding from the Illinois Department of Commerce and Economic Opportunity Stormwater Capital Improvement Program (DCEO-STOCIP) for three capital flood reduction projects for a total amount of \$7,641,377.00. The three capital flood reduction projects are the Rockland Road Corridor and Highlands Subdivision Phase 1 & 2. One of the requirements for the Village to receive the reimbursement grant funding was the execution of an Intergovernmental Agreement (IGA) with LCSMC. The IGA was approved on September 13, 2022, with the passage of Resolution 22-R-135. The Village subsequently approved the First Amendment to the IGA on February 13, 2024, to extend the terms of the original agreement with the passage of Resolution 24-R-23.

LCSMC has identified that additional DCEO-STOCIP grant funding is available for the Highland Subdivision Phase 2 project. Accordingly, LCSMC is proposing two additional amendments at this time:

- **Amendment #2** – Increases the Village’s total reimbursement amount for all three projects from \$7,641,377.00 to \$8,250,000.00. This amendment increases the grant total for the Highlands Phase 2 project to \$2,750,000.00 in accordance with the current maximum project limit per LCSMC policies.
- **Amendment #3** – **Increases the Village’s total reimbursement amount for all projects** from \$8,250,000.00 to a maximum of **\$8,416,386.51** (an increase of \$775,009.51), pending approval by LCSMC Board for exceedance of \$2,750,000.00 per project limit.

In accordance with the terms of the original IGA, the Village will also be required to provide an additional Project Expense Match (PEM) payment to LCSMC for administration of the grant process and funds. To date, the Village has provided a PEM of \$616,992.00. For the additional grant funding that is proposed within these amendments, the Village would be required to provide an additional not-to-exceed PEM payment of \$241,900.04. The final payment amount will be dependent on the final grant value but will not exceed this amount.

Staff recommends adoption of the attached resolution to approve the Second Amendment and Third Amendment to the Intergovernmental Agreement with the Lake County Stormwater Management Commission for the Rockland Road Corridor and Highlands Subdivision Phase 1 & 2 Flood Reduction projects and authorize execution by the Village Administrator.

Attachments:

- | | | |
|--------------------------------|-------------------------------|-------------------------------|
| 1. Resolution | 3. Third Amendment to the IGA | 5. First Amendment to the IGA |
| 2. Second Amendment to the IGA | 4. Original IGA | |

RESOLUTION NO. 24-R-

A RESOLUTION TO APPROVE THE SECOND AMENDMENT AND THIRD AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE LAKE COUNTY STORMWATER MANAGEMENT COMMISSION FOR THE ROCKLAND ROAD CORRIDOR AND HIGHLANDS SUBDIVISION PHASE 1 & 2 FLOOD REDUCTION PROJECTS

WHEREAS, The Village of Libertyville (“Village”) and the Lake County Stormwater Management Commission (“LCSMC”) identified the need to enter into an Intergovernmental Agreement (“IGA”) for the reimbursement of \$7,641,377.00 in grant funding from the Illinois Department of Commerce and Economic Opportunity Stormwater Capital Improvement Program (DCEO-STOCIP) for the Rockland Road Corridor and Highlands Subdivision Phase 1 & 2 Flood Reduction projects; and

WHEREAS, the IGA was approved by the passage of Resolution 22-R-135 on September 13, 2022; and

WHEREAS, the First Amendment to the IGA was approved by the passage of Resolution 24-R-23 on February 13, 2024 to extend the terms of the original IGA; and

WHEREAS, LCSMC has identified that additional grant funding is available for the Highlands Subdivision Phase 2 project; and

WHEREAS, increases to the grant funding approved within the original IGA require further amendments to terms of the IGA; and

WHEREAS, the Second Amendment is proposed to increase the total grant funding from \$7,641,377.00 to \$8,250,000.00, which raises to the grant amount for the Highlands Subdivision Phase 2 project to the maximum of \$2,750,000.00 per current LCSMC policies; and

WHEREAS, LCSMC is requesting approval from its Board of Commissioners to increase the maximum allowable grant value for a single project beyond the \$2,750,000 limits to allow for additional grant funding for the Highlands Subdivision Phase 2 project up to a not-to-exceed amount of \$2,916,386.51; and

WHEREAS, the Third Amendment is proposed to increase the total grant funding from \$8,250,000.00 to a not-to-exceed amount of \$8,416,386.51 for additional funding for the Highlands Subdivision Phase 2 project, subject to the aforementioned approval by the LCSMC Board of Commissioners; and

WHEREAS, the Village has provided Project Expense Match (“PEM”) payments in the amount of \$616,992.00 to date to LCSMC for administration of the grant funds and process; and

WHEREAS, the Village will be required to provide additional PEM payments to LCSMC up to a not-to-exceed amount of \$241,900.04 for the additional grant funding, subject to the final value of grant funds provided; and

WHEREAS, the Village of Libertyville and the Lake County Stormwater Management Commission now desire to execute the Second Amendment and Third Amendment to the Intergovernmental Agreement, which are attached hereto and incorporated as Exhibits A & B, in order to allow for the additional grant funding for the Highlands Subdivision Phase 2 project.

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. The Village of Libertyville Board of Trustees approves the Second Amendment and Third Amendment to the Intergovernmental Agreement with the Lake County Stormwater Management Commission for the Rockland Road Corridor and Highlands Subdivision Phase 1 & 2 Flood Reduction projects.

SECTION 3: Execution. The Village Administrator is hereby authorized and directed to execute the Second Amendment and Third Amendment to the Intergovernmental Agreement with the Lake County Stormwater Management Commission for the Rockland Road Corridor and Highlands Subdivision Phase 1 & 2 Flood Reduction projects.

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

PASSED this ___ day of _____, 2024.

AYES:

NAYS:

ABSENT:

APPROVED this ___ day of _____, 2024.

Donna Johnson, Village President

ATTEST:

Margaret Clark, Village Clerk

EXHIBIT A

SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT

EXHIBIT B

THIRD AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT

SECOND AMENDMENT
to the
ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
STORMWATER CAPITAL IMPROVEMENT PROGRAM (DCEO-STOCIP)
INTERGOVERNMENTAL AGREEMENT
between the
LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
AND THE
VILLAGE OF LIBERTYVILLE
FOR THE
ROCKLAND ROAD CORRIDOR AND HIGHLANDS SUBDIVISION PHASE 1 & 2 FLOOD REDUCTION
PROJECTS

This amendment is by and between the LAKE COUNTY STORMWATER MANAGEMENT COMMISSION (herein referred to as “SMC”), 500 West Winchester Road, Libertyville, Illinois 60048 and the Village of Liberty (herein referred to as Local Sponsor), 118 W. COOK AVE., LIBERTYVILLE, IL 60048, who agree to amend the original Agreement (defined below), as follows:

RECITALS

WHEREAS, the original Agreement between the parties provided the Amount of Grant Contribution SMC agrees to contribute, by means of reimbursement, eligible project expenses in amounts not to exceed: \$2,750,000 for the Rockland Road Corridor Project; \$2,750,000 for the Highlands Subdivision Phase 1 Project; and \$2,141,377 for the Highlands Subdivision Phase 2 Project; and,

WHEREAS, the original Agreement between the parties provided the Required Project Expense Match (PEM) will be paid by the Local Sponsor to SMC in the amounts of \$315,191 for the Rockland Road Corridor Project, \$169,675 for the Highlands Subdivision Phase 1 Project and \$132,126 for the Highlands Subdivision Phase 2 Project to support administrative and engineering services; and,

WHEREAS, the FIRST AMENDMENT extended the Agreement to continue through September 30, 2024; and,

WHEREAS, the parties find it necessary and appropriate to amend the Agreement to increase both the Project Expense Match (PEM) paid by the Local Sponsor and the Amount of Grant Contribution provided by SMC via reimbursement of eligible project costs for the Highlands Subdivision Phase 2 Project; and,

WHEREAS, the parties find it beneficial and necessary to extend the date by which the Local Sponsor shall pay the PEM required by the Agreement to SMC; and,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that

1. Paragraph 1.3 Amount of Grant Contribution shall be stricken in its entirety and replaced with the following:

1.3 Amount of Grant Contribution. Through this Agreement, SMC agrees to contribute, by means of reimbursement for eligible project expenses in an amount

not to exceed: \$2,750,000 for the Rockland Road Corridor Project; \$2,750,000 for the Highlands Subdivision Phase 1 Project; and \$2,750,000 for the Highlands Subdivision Phase 2 Project, all from the Illinois Department of Commerce and Economic Opportunity (DCEO) Grant for implementation of the PROJECTS. SMC Reimbursement is contingent upon funding from DCEO, Local Sponsor's compliance with the terms of the DCEO-SMC Grant Agreement, compliance with terms and conditions of DCEO-STOPCIP program, and compliance with all applicable federal and state laws and regulations.

1. Paragraph 1.4 Required Project Expense Match shall be stricken in its entirety and replaced with the following:

1.4 Required Project Expense Match. A Project Expense Match (PEM) will be paid by the Local Sponsor to SMC in the amounts of \$315,191 for the Rockland Road Corridor Project, \$169,675 for the Highlands Subdivision Phase 1 Project and \$352,687 for the Highlands Subdivision Phase 2 Project to support administrative and engineering services. The PEM shall be paid to SMC by **November 15, 2024**. If this Agreement is terminated, PEM costs shall be determined as set forth in Section 6.6.c.

2. All terms and conditions set forth in the original Agreement and any subsequent amendments thereto that are not altered herein shall remain in full force and effect as written. In the event of a conflict, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the Stormwater Management Commission and The Village of Libertyville have caused this Agreement to be executed by their duly authorized representatives.

LOCAL SPONSOR

Kelly Amidei, Village Administrator
Village of Libertyville

Date

STORMWATER MANAGEMENT COMMISSION

Kurt Woolford, Executive Director
Lake County Stormwater Management Commission

Date

THIRD AMENDMENT
to the
ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
STORMWATER CAPITAL IMPROVEMENT PROGRAM (DCEO-STOCIP)
INTERGOVERNMENTAL AGREEMENT
between the
LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
AND THE
VILLAGE OF LIBERTYVILLE
FOR THE
ROCKLAND ROAD CORRIDOR AND HIGHLANDS SUBDIVISION PHASE 1 & 2 FLOOD REDUCTION
PROJECTS

This amendment is by and between the LAKE COUNTY STORMWATER MANAGEMENT COMMISSION (herein referred to as “SMC”), 500 West Winchester Road, Libertyville, Illinois 60048 and the Village of Liberty (herein referred to as Local Sponsor), 118 W. COOK AVE., LIBERTYVILLE, IL 60048, who agree to amend the original Agreement (defined below), as follows:

RECITALS

WHEREAS, the original Agreement between the parties provided the Amount of Grant Contribution SMC agrees to contribute, by means of reimbursement, eligible project expenses in amounts not to exceed: \$2,750,000 for the Rockland Road Corridor Project; \$2,750,000 for the Highlands Subdivision Phase 1 Project; and \$2,141,377 for the Highlands Subdivision Phase 2 Project; and,

WHEREAS, the original Agreement between the parties provided the Required Project Expense Match (PEM) will be paid by the Local Sponsor to SMC in the amounts of \$315,191 for the Rockland Road Corridor Project, \$169,675 for the Highlands Subdivision Phase 1 Project and \$132,126 for the Highlands Subdivision Phase 2 Project to support administrative and engineering services; and,

WHEREAS, the FIRST AMENDMENT extended the Agreement to continue through September 30, 2024; and,

WHEREAS, the SECOND AMENDMENT amended the Agreement values for Amount of Grant Contribution and Required Project Expense Match for the Highlands Subdivision Phase 2 Project; and,

WHEREAS, the parties find it necessary and appropriate to amend the Agreement to increase both the Project Expense Match (PEM) paid by the Local Sponsor and the Amount of Grant Contribution provided by SMC via reimbursement of eligible project costs for the Highlands Subdivision Phase 2 Project; and,

WHEREAS, the parties find it beneficial and necessary to extend the date by which the Local Sponsor shall pay the PEM required by the Agreement to SMC; and,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that

1. Paragraph 1.3 Amount of Grant Contribution shall be stricken in its entirety and replaced with

the following:

1.3 Amount of Grant Contribution. Through this Agreement, SMC agrees to contribute, by means of reimbursement for eligible project expenses in an amount not to exceed: \$2,750,000 for the Rockland Road Corridor Project; \$2,750,000 for the Highlands Subdivision Phase 1 Project; and up to \$2,916,386.51 for the Highlands Subdivision Phase 2 Project, all from the Illinois Department of Commerce and Economic Opportunity (DCEO) Grant for implementation of the PROJECTS. SMC Reimbursement is contingent upon funding from DCEO, Local Sponsor's compliance with the terms of the DCEO-SMC Grant Agreement, compliance with terms and conditions of DCEO-STOPCIP program, and compliance with all applicable federal and state laws and regulations.

1. Paragraph 1.4 Required Project Expense Match shall be stricken in its entirety and replaced with the following:

1.4 Required Project Expense Match. A Project Expense Match (PEM) will be paid by the Local Sponsor to SMC in the amounts of \$315,191 for the Rockland Road Corridor Project, \$169,675 for the Highlands Subdivision Phase 1 Project and up to \$374,026.04 for the Highlands Subdivision Phase 2 Project to support administrative and engineering services. The PEM shall be paid to SMC by **November 15, 2024**. If this Agreement is terminated, PEM costs shall be determined as set forth in Section 6.6.c.

2. All terms and conditions set forth in the original Agreement and any subsequent amendments thereto that are not altered herein shall remain in full force and effect as written. In the event of a conflict, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the Stormwater Management Commission and The Village of Libertyville have caused this Agreement to be executed by their duly authorized representatives.

LOCAL SPONSOR

Kelly Amidei, Village Administrator
Village of Libertyville

Date

STORMWATER MANAGEMENT COMMISSION

Kurt Woolford, Executive Director
Lake County Stormwater Management Commission

Date

**ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
STORMWATER CAPITAL IMPROVEMENT PROGRAM (DCEO-STOCIP)
INTERGOVERNMENTAL AGREEMENT
between the
LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
AND THE
VILLAGE OF LIBERTYVILLE
FOR THE
ROCKLAND ROAD CORRIDOR AND HIGHLANDS SUBDIVISION PHASE 1 & 2 FLOOD REDUCTION
PROJECTS**

This is an agreement by and between the LAKE COUNTY STORMWATER MANAGEMENT COMMISSION (herein referred to as “SMC”), 500 West Winchester Road, Libertyville, Illinois 60048 and the Village of Libertyville (herein referred to as Local Sponsor), 118 W. COOK AVE., LIBERTYVILLE, IL 60048.

**ARTICLE I
AWARD AND SMC/LOCAL SPONSOR – SPECIFIC PROJECT INFORMATION**

1.1 Purpose. The DCEO-STOCIP Program’s primary role is to assist in implementing regional stormwater infrastructure projects to resolve multi-jurisdictional drainage and flooding-related problems discovered through interactions of SMC personnel with the public, local governments, and other project partners. Projects will be consistent with the program requirements set forth by DCEO and the SMC DCEO-STOCIP Policies and Procedures and this document. The intent of DCEO-STOCIP is to resolve major flooding problems through the allocation of capital infrastructure funding across Lake County’s four major watersheds: the Fox River, Des Plaines River, North Branch Chicago River, and Lake Michigan. Over the life of the program the funding distribution will take into account the equalized assessed valuation (EAV) of the property within each major watershed; while utilizing the CMAP Principles of Inclusive Growth, Resilience, and Prioritized Investment with regard to distribution to local government and political jurisdictions; and give consideration of the SMC Enhanced Environmental Justice areas.

1.2 Project Description.

The Rockland Road Corridor and Highland Subdivision Phases 1 & 2 Flood Reduction Projects (PROJECTS) are located within the Village of Libertyville (refer to Exhibit 1). The scope of the Rockland Road Corridor Flood Reduction Project consists of installing 2,375 lineal feet of new mainline storm sewer varying in size from 24-inch to 48-inch diameter and 45 structures in order to reduce flooding impacts to the neighborhood as depicted on the Concept Plan (refer to Exhibit 2). The Highlands Subdivision Flood Reduction Projects consist of constructing 40.5 acre-feet of detention on the south half of Nicholas Dowden Park (Phase 1) and upstream intake and conveyance improvements (Phase 2) as depicted on the Concept Plan (refer to Exhibit 2).

1.3 Amount of Grant Contribution. Through this Agreement, SMC agrees to contribute, by means of reimbursement, eligible project expenses in amounts not to exceed: \$2,750,000 for the Rockland Road Corridor Project; \$2,750,000 for the Highlands Subdivision Phase 1 Project; and \$2,141,377 for the Highlands Subdivision Phase 2 Project, all from the Illinois Department of Commerce and Economic Opportunity (DCEO) Grant for implementation of the PROJECTS. SMC Reimbursement is contingent upon funding from DCEO, Local Sponsor’s compliance with the terms of the DCEO-SMC Grant Agreement, compliance with terms and conditions of DCEO-STOCIP program, and compliance with all applicable federal and state laws and regulations.

1.4 Required Project Expense Match. A Project Expense Match (PEM) will be paid by the Local Sponsor to SMC in the amounts of \$315,191 for the Rockland Road Corridor Project, \$169,675 for the Highlands Subdivision Phase 1 Project and \$132,126 for the Highlands Subdivision Phase 2 Project to support administrative and engineering services. The PEM shall be paid to SMC by November 30, 2022. If this Agreement is terminated, PEM costs shall be determined as set forth in Section 6.6.c.

1.5 Project Management and Responsibilities for Projects. Program management and assigned responsibilities for all PROJECTS and phases are detailed in the Scope of Work Tasks set forth on Attachment A and incorporated herein. The Local Sponsor is the Project Manager for the PROJECTS.

1.6 Project Budget and Expense Responsibilities. PROJECTS expense responsibilities for all Scope of Work Tasks (Attachment A) are specified in the Project Budgets in accordance with DCEO Capital Budget Line Item Categories as set forth in Attachment B and incorporated herein.

1.7 Project Schedule. The Project Schedules associated with all Scope of Work Tasks (Attachment A) for PROJECTS are specified on Attachment C and incorporated herein.

ARTICLE II PURPOSE FOR GRANT

2.0 Purpose for Grant. The Rockland Road Corridor Flood Reduction Project will provide a significant increase in flood protection to residential structures, properties and roadways within the west portion of the Copeland Manor subdivision with the construction of storm sewer intake and conveyance improvements. This project will reduce urban flooding impacts to more than 150 residences and businesses. The Highlands Subdivision Flood Reduction Projects – Phase 1 and Phase 2 will reduce flooding impacts to a neighborhood that was constructed prior to modern stormwater management regulations. The neighborhood’s storm sewer system has just a two-year storm capacity and is absent of safe overland flow routes and suitable on-site detention. Phase 1 will provide 40.5 ac-ft of on-site detention and Phase 2 will construct storm sewer intake and conveyance improvements to protect the entire neighborhood during a 25-year frequency storm event, with just very minor street and back yard flooding. Implementation of the Highlands Subdivision Flood Reduction Projects will provide flood mitigation benefits for 300 properties and 12 roadways.

ARTICLE III SMC TERMS AND CONDITIONS

3.1 Regulatory Compliance. The PROJECTS shall comply with the Watershed Development Ordinance (WDO) or local standards if more restrictive, and all regulations, laws, and statutes. It is the responsibility of the Local Sponsor to ensure that all necessary permits are secured prior to the implementation of the PROJECTS. Work within public road rights-of-way shall not be performed without appropriate permits or authorization from the jurisdictional Road Authority.

3.2 National Flood Insurance Program (NFIP). Local Sponsor shall be a member and in good standing with the NFIP and comply with SMC policies.

3.3 Landowner Agreements. The Local Sponsor shall enter into appropriate legally binding arrangements to ensure that the land rights necessary for operation and maintenance procedures are possible in perpetuity for the PROJECT. All easements must be obtained prior to the start of construction. Documentation showing that the Local Sponsor has obtained the necessary deed or plat restrictions to construct and maintain the PROJECTS shall be provided to SMC prior to start of the PROJECTS. The cost of obtaining landowner agreements shall not be included in the PROJECTS’ Budgets (Attachment B), although the value of the PROJECTS land rights may be added to the overall PROJECTS cost. PROJECTS must be located on real property in which the Local Sponsor has interest evidenced by valid title or easement, extending in perpetuity. DCEO-STOCIP funding shall not pay for any easements or deed or plat restrictions necessary to implement the PROJECTS on property that is benefiting from the PROJECTS.

3.4 Operation and Maintenance Plan. The Project Manager shall develop an Operation and Maintenance Plan (O & M Plan) for the PROJECTS implemented under this Agreement to ensure its long-term viability. The O & M Plan shall include annual inspections and appropriate maintenance activities and shall be provided along with the PROJECTS final report as described in Section 3.7 below. The O & M Plan shall identify the financial resources necessary for the implementation of the O & M Plan. Local Sponsor shall have the responsibility for maintenance of the PROJECTS in perpetuity. O & M costs incurred that are not included in Attachment B, Item DCEO-10, “Other Construction Expenses,” or occur after the term of this Agreement, as specified in Section 6.1, are not eligible for reimbursement.

3.5 Implementation of PROJECTS. Only Project Expenses specified in Attachment B that are incurred during the term of this Agreement and after DCEO approval and execution of the project Agreement can be reimbursed.

3.6 Modification of PROJECTS. Modifications to the Scope of Work Tasks on Attachment A and Project Schedule on Attachment C must be approved in writing by SMC and may require approval of DCEO. Approval of such modifications shall not be unreasonably withheld by SMC.

3.7 Coordination of PROJECTS. The Project Manager shall provide coordination and progress briefings for PROJECTS as requested by SMC during the course of the PROJECTS. Project Manager shall provide SMC monthly Performance and Financial reports for PROJECTS, based on DCEO reporting requirements, showing the progress of implementation of PROJECTS and financial summary for each Task/Phase of the PROJECTS in accordance with the Project Schedule (Attachment C). Reports shall be submitted via email to the SMC Contact by the 7th day of the following month throughout the term of this Agreement. Frequency of reporting requirements may be changed by SMC as required or allowed by DCEO.

3.8 Evaluation of PROJECTS and Report. The Project Manager shall provide a final report consisting of the following: an introduction; description of PROJECTS including pre- and post-conditions, methods of PROJECT installation; a summary of the bid quantities installed; and a final expenditure report for the PROJECTS which includes a cost summary. Attachments to the final report shall include a location map; the approved as-built plan; Operations and Maintenance Plan; photographic documentation of pre-project, during construction and final conditions; copies of all required permits; and invoices and/or cost documentation for all work on PROJECTS including in-kind work and materials. Report requirements are subject to change based on guidance from DCEO. SMC will provide the Local Sponsor with a DCEO approved template for the final report. A final report which complies with the provisions of this Section must be provided to SMC within 30 days after completion of the PROJECTS, and no later than October 15, 2023, whichever is earlier. Final reimbursement request will not be paid until the final report is received.

3.9 PROJECT Audit. SMC may audit any PROJECTS for completeness of DCEO-STOCIP funded work products or deliverables, adherence to agreed schedules or extensions, and appropriateness of DCEO-STOCIP fund expenditures. Incomplete work products or deliverables, delays or beyond agreed deadlines may result in forfeiture of grant funding pursuant to the executed PROJECTS agreement and/or a determination of ineligibility for the Local Sponsor, its authorized agents, representatives, and assigns to apply for future grants.

ARTICLE IV

DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY (DCEO) TERMS AND CONDITIONS

This Article incorporates Terms and Conditions required by DCEO ("Grantor" for purposes of this Article) for Intergovernmental Agreements between SMC and Local Sponsors.

4.1 Lobbying Certification by Sub-awardees. Pursuant to ARTICLE XI of the DCEO Grant Agreement between SMC and Grantor, the following provisions are incorporated into this Agreement. Local Sponsor is also subject to certification and disclosure, as required by the final grant agreement from DCEO. Local Sponsor agrees that pursuant to Appendix II(I) to 2 CFR Part 200, SMC shall forward all disclosures by contractors regarding this certification to Grantor.

4.1.a. Improper Influence. Local Sponsor certifies that no Grant Funds have been paid or will be paid by or on behalf of it to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Local Sponsor certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

4.1.b. Federal Form LLL. If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions and submit a copy to the SMC.

4.1.c. Lobbying Costs. Local Sponsor certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

4.1.d. Procurement Lobbying. Local Sponsor warrants and certifies that it and, to the best of its knowledge, its sub-awardees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees, sub-awardees, and subcontractors from hiring the then-serving Governor's

family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

4.1.e. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this Agreement and is a prerequisite for this Agreement, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

4.2 Maintenance and Accessibility of Records; Monitoring.

4.2a. Records Retention. Local Sponsor shall maintain for ten (10) years from the date of submission of the final expenditure report for the PROJECTS adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to the PROJECTS, the DCEO Award and this Grant Contribution, adequate to comply with 2 CFR 200.333, unless a longer retention period is specified in 2 CFR 200.333 or 44 Ill. Admin. Code §§ 7000.430(a) and (b). If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

4.2.b. Accessibility of Records. Local Sponsor, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, SMC, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Local Sponsor shall cooperate fully in any such audit or inquiry.

4.2.c. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this Section 4.2, shall establish a presumption in favor of the State and SMC for the recovery of any funds paid or contributed by the State or SMC under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

4.3 Subcontracts/Sub-Grants.

4.3.a. Local Sponsor/Delegation. Local Sponsor may not delegate any of its duties under this Agreement without Prior Approval of SMC and, if necessary, Grantor.

4.3.b. Application of Terms. Local Sponsor shall advise any subcontractor or subgrantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of the DCEO-SMC Grant Agreement. In all agreements between Local Sponsor and subcontractors or subgrantees, SMC requires that all Local Sponsors adhere to the terms of the DCEO-SMC Grant Agreement.

4.3.c. Domestic Preference for Procurements. In accordance with the DCEO-SMC Grant Agreement and with 2 CFR 200.322, as appropriate and to the extent consistent with law, the Local Sponsor should, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Agreement and the DCEO Award.

4.4 Additional Monitoring Provisions

4.4.a. Access to Documentation. The Grant Contribution will be monitored for compliance in accordance with the terms and conditions of this Agreement and the DCEO-SMC Grant Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that SMC or the Grantor promulgates or implements. The Local Sponsor must permit any agent authorized by the Grantor or SMC, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the Local Sponsor involving transactions relating to this Award.

4.4.b. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to Section 4.2, above, the Local Sponsor is obligated to cooperate with SMC and the Grantor and other legal authorities in any audit or inquiry related to the Grant Contribution. The Grantor or any other governmental authority conducting an

audit or inquiry may require the Local Sponsor to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Local Sponsor personnel who are necessary to support the Local Sponsor's response to the audit or inquiry. This confidentiality requirement shall not limit Local Sponsor's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Local Sponsor, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Local Sponsor shall promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Local Sponsor with the confidentiality requirement.

ARTICLE V PROCUREMENT REQUIREMENTS AND CERTIFICATION

5.1 Application of Terms. The Local Sponsor agrees to comply with applicable federal and state laws and regulations and terms and conditions of the DCEO-SMC Grant Agreement and all license requirements or professional certification provisions. Local Sponsor shall also advise sub-contractors of the requirement to comply with such. By signing this Agreement, Local Sponsor acknowledges receipt of a copy of the DCEO-SMC Grant Agreement.

5.2 Additional Terms and Conditions. Local Sponsor understands and agrees that its failure to comply with the requirements of DCEO Terms and Conditions set forth in Article IV above and in the DCEO-SMC Grant Agreement may impact reimbursement for the PROJECTS. If Local Sponsor's failure to comply with DCEO-SMC Grant Agreement Terms and Conditions decreases available funding, the Local Sponsor will not be reimbursed for ineligible PROJECT costs from SMC and may be required to reimburse ineligible costs to SMC or Grantor.

5.3 Business Enterprise Program. DCEO requires that a Business Enterprise Program Utilization Plan be completed for each of the PROJECTS prior to reimbursement of State (DCEO) funds. Local partner shall provide the information required on the Utilization Plan template. The template form will be provided by SMC. DCEO must approve the Utilization Plan prior to any reimbursement request from local sponsor.

5.4 Certification of Invoices and Reports. Each invoice and report submitted by Local Sponsor must contain the following certification by an official authorized to legally bind the Local Sponsor:

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

5.5 Certification of Agreement Terms. By signing below, Local Sponsor certifies that (1) all representations made in this Agreement are true and correct and (2) all Grant Contributions received pursuant to this Agreement shall be used only for the purpose(s) described herein and in accordance with the terms of this Agreement and the DCEO-SMC Grant Agreement. Local Sponsor acknowledges that the Grant Contribution provided is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Contribution funds received.

ARTICLE VI
TERM; COMPENSATION; TERMINATION

6.1 Term of Agreement. Pursuant to the DCEO-SMC Grant Agreement and the Terms and Conditions herein, this Agreement begins on October 1, 2021 and extends through September 30, 2023 however extensions up to one year can be requested subject to DCEO and SMC approval. Extensions must be requested from SMC at least 90-days prior to the termination of this Agreement. Under no circumstances, can the PROJECTS completion date be extended beyond September 30, 2025. PROJECT expenses cannot be submitted for reimbursement from SMC or DCEO which are incurred after the grant agreement completion date. Notwithstanding this section, the PEM payment deadline specified in Section 1.4 is not eligible for extension.

6.2 Availability of Grant Appropriation. Funding for the PROJECTS is contingent upon execution of the funding award by DCEO and SMC. Pursuant to the DCEO-SMC Grant Agreement and the Terms and Conditions herein, DCEO funding shall reimburse eligible PROJECT Expenses incurred by either the Local Sponsor or SMC, up to a NOT TO EXCEED value of \$2,750,000 for the Rockland Road Corridor Project; \$2,750,000 for the Highlands Subdivision Phase 1 Project; and \$2,141,377 for the Highlands Subdivision Phase 2 Project. PROJECT expenses that exceed \$2,750,000 for the Rockland Road Corridor Project; \$2,750,000 for the Highlands Subdivision Phase 1 Project; and \$2,141,377 for the Highlands Subdivision Phase 2 Project are not reimbursable and shall be paid by the Local Sponsor.

6.3 Completion of PROJECT Activities. The Parties shall conduct the Project Activities or provide the services as described in the Exhibits and Attachments, including Attachment A (Scope of Work Tasks) and Attachment B (Project Expenses) and within the time period outlined in the Project Schedule (Attachment C), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules.

6.4 PROJECT Payments. Project payments for the successful completion of Project Activities, shall be paid for pursuant to applicable policies and statutes. The Local Sponsor shall be responsible for making payments to its contractor(s) and shall apply for reimbursement for eligible project expenses to the SMC.

6.5 PROJECT Payment Reimbursement. Reimbursement for project payments is subject to the PROJECTS', Local Sponsor's, Contractor's and Subcontractor's, and SMC's adherence to this Agreement and DCEO-SMC Grant Agreement Terms and Conditions set forth in Articles IV and V of this Agreement. Reimbursement requests shall be submitted with the monthly Performance and Financial report by the 7th day of the following month throughout the Agreement period, or as otherwise specified by SMC as allowed by DCEO. In all circumstances, PROJECT contractual obligations shall not be executed after September 30, 2023 and the PROJECT shall be fully paid out by October 30, 2023 or as, in its sole discretion, such dates may be extended by DCEO. Failure of Local Sponsor to timely submit a payment request will render the amounts billed unallowable cost which SMC cannot reimburse.

6.6 Termination of Agreement.

6.6.a. This Agreement may be terminated, in whole or in part, by either party for any or no reason upon thirty (30) calendar days' written notice to the other Party. If terminated by Local Sponsor, Local Sponsor must include the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. If SMC determines in the case of partial termination that the reduced or modified portion of the Grant Contribution will not accomplish the purposes for which the grant was made, SMC may terminate the Agreement in its entirety.

6.6.b. This Agreement may be terminated, in whole or in part, by SMC without notice, pursuant to: (1) funding failure from DCEO; (2) Local Sponsor's failure to comply with terms and conditions of this Agreement or Local Sponsor has made a false representation in connection with receipt of compensation; (3) Local Sponsor's breach of this Agreement and failure to cure such breach, or commence cure of the breach, within 15 days of written notice thereof.

6.6.c. The termination of the Agreement in part shall not eliminate the amount of PEM costs Local Sponsor shall pay to SMC. In the event of termination of the Agreement in whole, PEM costs will be reduced to an amount sufficient to compensate SMC for any time spent administering the PROJECTS prior to termination.

ARTICLE VII
INDEMNIFICATION

7.1 Independent Contractor. Local Sponsor is an independent contractor under this Agreement and neither Local Sponsor nor or any employee or agent of Local Sponsor is an employee of DCEO or SMC and do not acquire any employment rights with DCEO or SMC or the state of Illinois by virtue of this Agreement or receipt of DCEO Grant funds. Local Sponsor will provide the agreed services and achieve the specified results free from direction or control by SMC as to the means and methods of performance. Local Sponsor and any subcontractors will be required to provide their own equipment and supplies necessary to conduct their business; provided, however, that in the event, for its convenience or otherwise, SMC makes any such equipment available to Local Sponsor, Local Sponsor's use of such equipment or supplies provided by SMC pursuant to this Agreement shall be strictly limited to official SMC or state of Illinois business and not for any other purpose, including benefit or gain.

7.2 Indemnification. To the extent permitted by law, Local Sponsor agrees to hold harmless SMC against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from intentional torts, negligence or breach of contract of Local Sponsor relating to the PROJECTS or this Agreement, with the exception of acts performed in accordance with an explicit, written directive of SMC.

ARTICLE VIII
NOTICES

All notices required or permitted hereunder shall be in writing, and delivered either personally or by certified or registered mail, return receipt requested, to the following addresses or sent by electronic mail ("e-mail") to the following contact addresses:

If to Local Sponsor contact:

Paul Kendzior, Director of Public Works
Village of Libertyville
118 W. Cook Ave.
Libertyville, IL 60048
Phone: 847/918-2016
Email: pkendzior@libertyville.com

If to SMC contact:

Michael Prusila, Planning Supervisor
Lake County Stormwater Management Commission
500 W. Winchester Road
Libertyville, IL 60048
Phone: 847-377-7700
Email: mprusila@lakecountyil.gov

ARTICLE IX
MISCELLANEOUS

9.1 Exhibits and Attachments. Attachments A through C and the exhibits referenced herein and attached hereto are incorporated herein in their entirety.

9.2 Publicity and Notification. Funds from this Agreement shall not be used for promotions, advertising or publicity purposes. Any press releases, printed notices, publications and the like shall include the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLT-3381 awarded to the State of Illinois by the U.S. Department of the Treasury." Local Sponsor will notify SMC at least twenty-one (21) days prior to issuing any public notice or press release concerning the PROJECTS or work performed under this Agreement.

9.3 Assignment Prohibited. Local Sponsor acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Local Sponsor, to include an assignment of Local Sponsor's rights to receive

payment hereunder, and that any actual or attempted sale, assignment, or transfer by Local Sponsor without the prior approval of SMC in writing shall render this Agreement null, void and of no further effect.

9.4 Amendments. This Agreement may be modified or amended during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties, provided the amendments comply with the final grant agreement with DCEO.

9.5 Severability. If any provision of the Agreement is declared invalid, its other provisions shall not be affected thereby.

9.6 Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the state of Illinois. Any claim against SMC arising out of this Agreement must be filed exclusively with the Nineteenth Judicial Circuit Court of Illinois.

9.7 Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

9.8 Entire Agreement. SMC and Local Sponsor acknowledge that this Agreement, including its Exhibits and Attachments, constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either SMC or Local Sponsor.

9.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

IN WITNESS WHEREOF, the Stormwater Management Commission and Village of Libertyville have caused this Agreement to be executed by their duly authorized representatives.

LOCAL SPONSOR

Kelly Amidei, Village Administrator
Village of Libertyville

Date

STORMWATER MANAGEMENT COMMISSION:

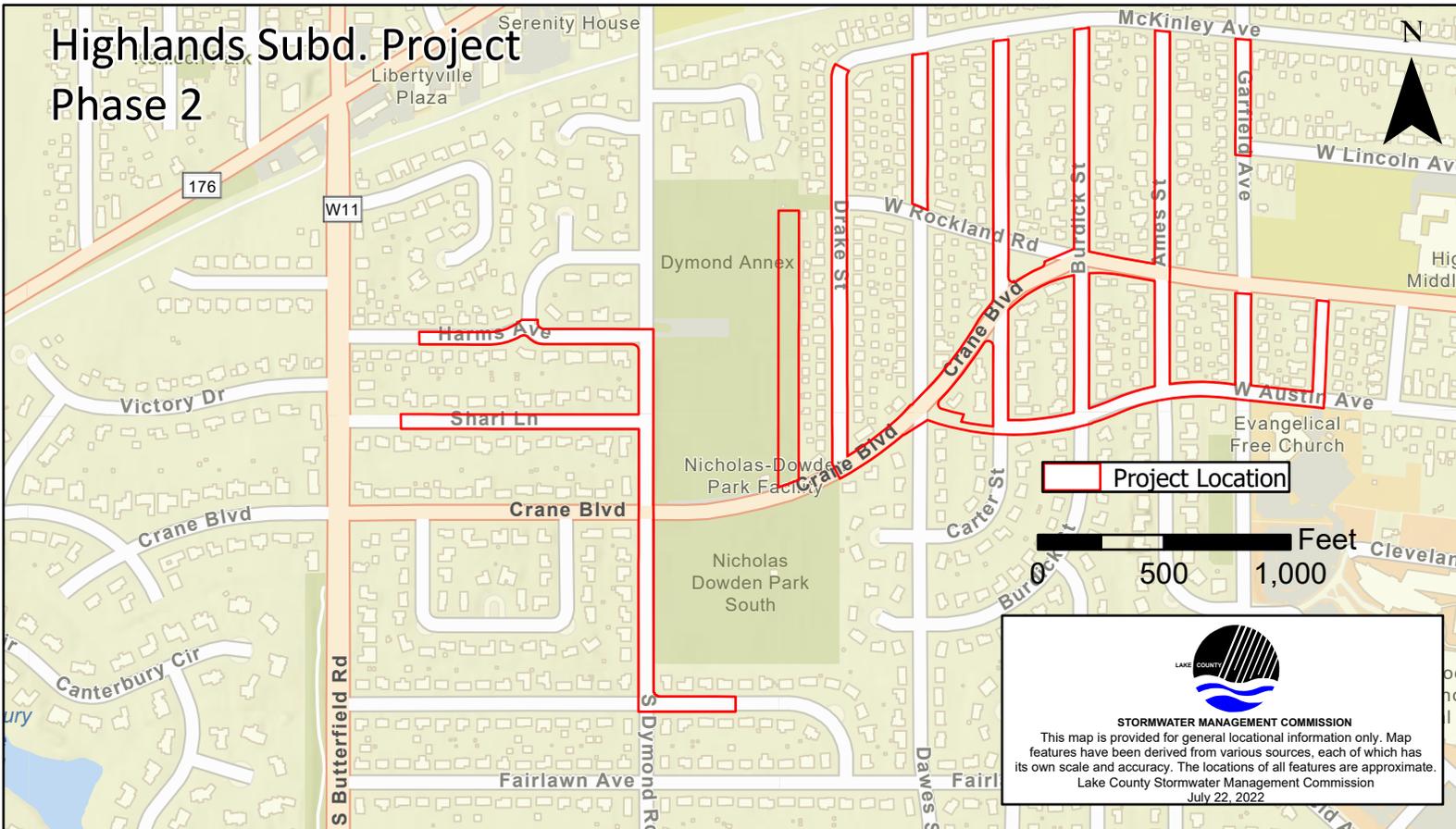
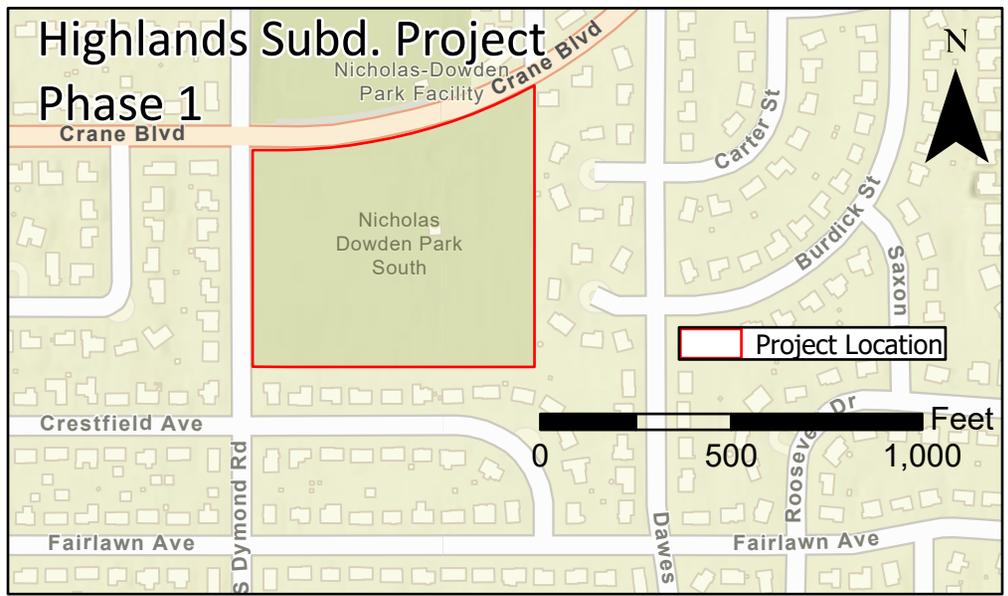
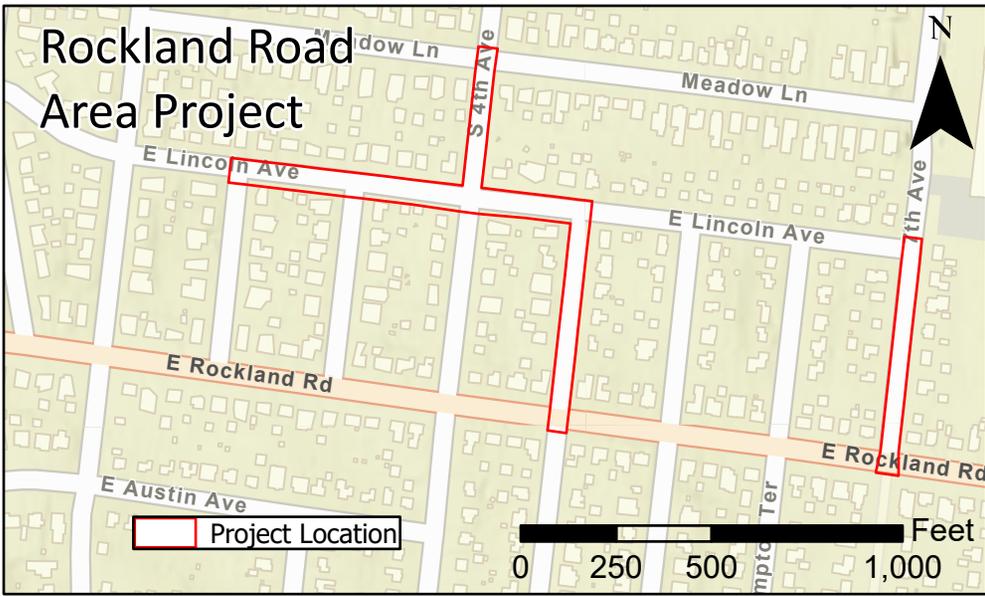


9/2/2022

Date

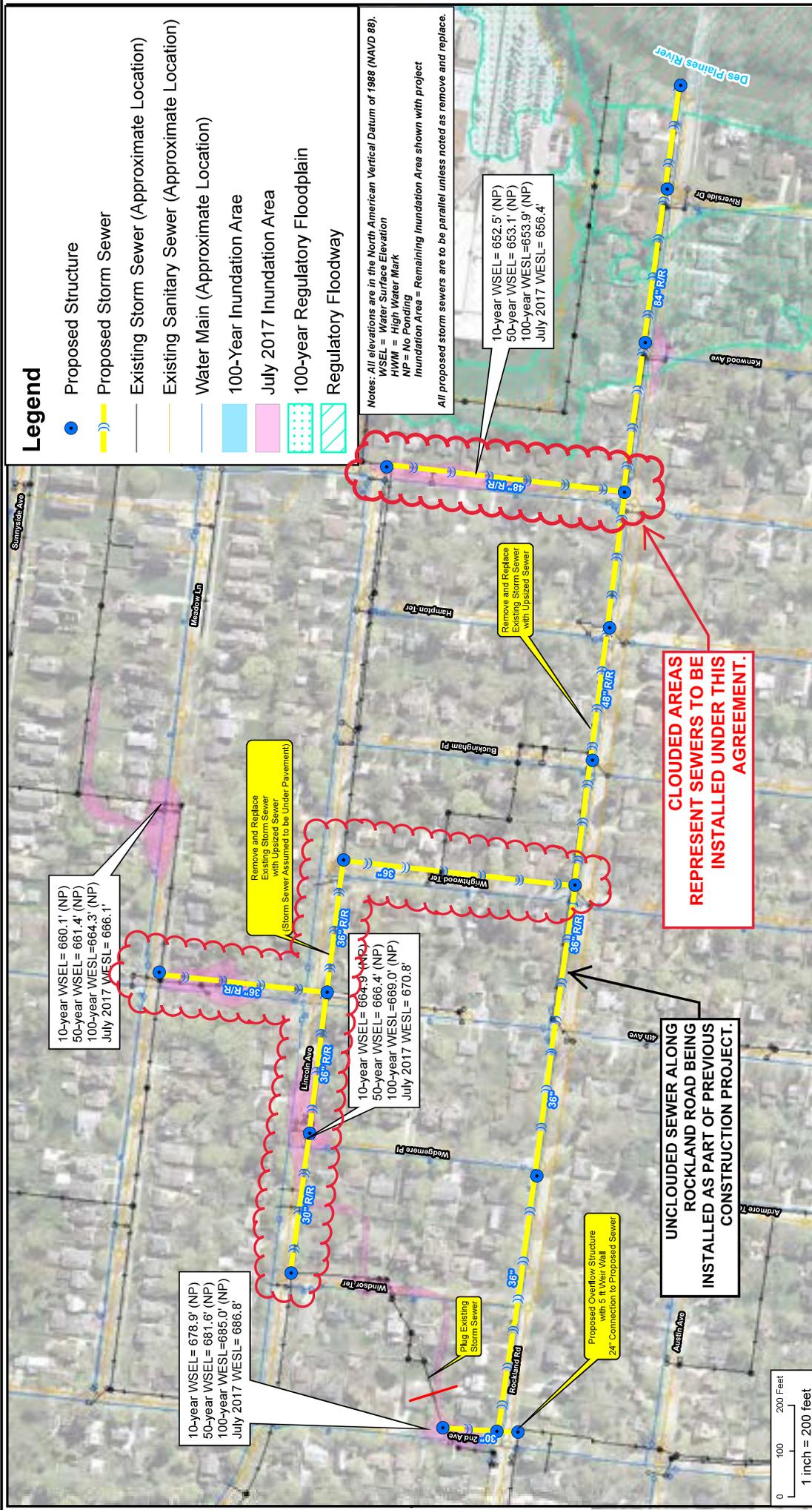
Kurt Woolford, Executive Director
Lake County Stormwater Management Commission

Exhibit 1
Site Location Map



STORMWATER MANAGEMENT COMMISSION
 This map is provided for general locational information only. Map features have been derived from various sources, each of which has its own scale and accuracy. The locations of all features are approximate.
 Lake County Stormwater Management Commission
 July 22, 2022

**Exhibit 2
Concept Plan**



Legend

- Proposed Structure
- Proposed Storm Sewer
- Existing Storm Sewer (Approximate Location)
- Existing Sanitary Sewer (Approximate Location)
- Water Main (Approximate Location)
- 100-Year Inundation Area
- July 2017 Inundation Area
- 100-year Regulatory Floodplain
- Regulatory Floodway

Notes: All elevations are in the North American Vertical Datum of 1988 (NAVD 88).
 WSEL = Water Surface Elevation
 HWM = High Water Mark
 NP = No Ponding
 Inundation Area = Remaining Inundation Area shown with project
 All proposed storm sewers are to be parallel unless noted as remove and replace.

10-year WSEL= 660.1' (NP)
 50-year WSEL= 661.4' (NP)
 100-year WSEL=664.3' (NP)
 July 2017 WSEL= 666.1'

Remove and Replace Existing Storm Sewer with Upsized Sewer (Storm Sewer Assumed to be Under Pavement)

10-year WSEL= 664.3' (NP)
 50-year WSEL= 666.4' (NP)
 100-year WSEL=669.0' (NP)
 July 2017 WSEL= 670.8'

Remove and Replace Existing Storm Sewer with Upsized Sewer

10-year WSEL= 678.9' (NP)
 50-year WSEL= 681.6' (NP)
 100-year WSEL=686.0' (NP)
 July 2017 WSEL= 686.8'

Plug Existing Storm Sewer

Proposed Overflow Structure with 5 ft. Weir Wall 24" Connection to Proposed Sewer

10-year WSEL= 652.5' (NP)
 50-year WSEL= 653.1' (NP)
 100-year WSEL=653.9' (NP)
 July 2017 WSEL= 656.4'

CLOUDED AREAS REPRESENT SEWERS TO BE INSTALLED UNDER THIS AGREEMENT.

UNCLOSED SEWER ALONG ROCKLAND ROAD BEING INSTALLED AS PART OF PREVIOUS CONSTRUCTION PROJECT.



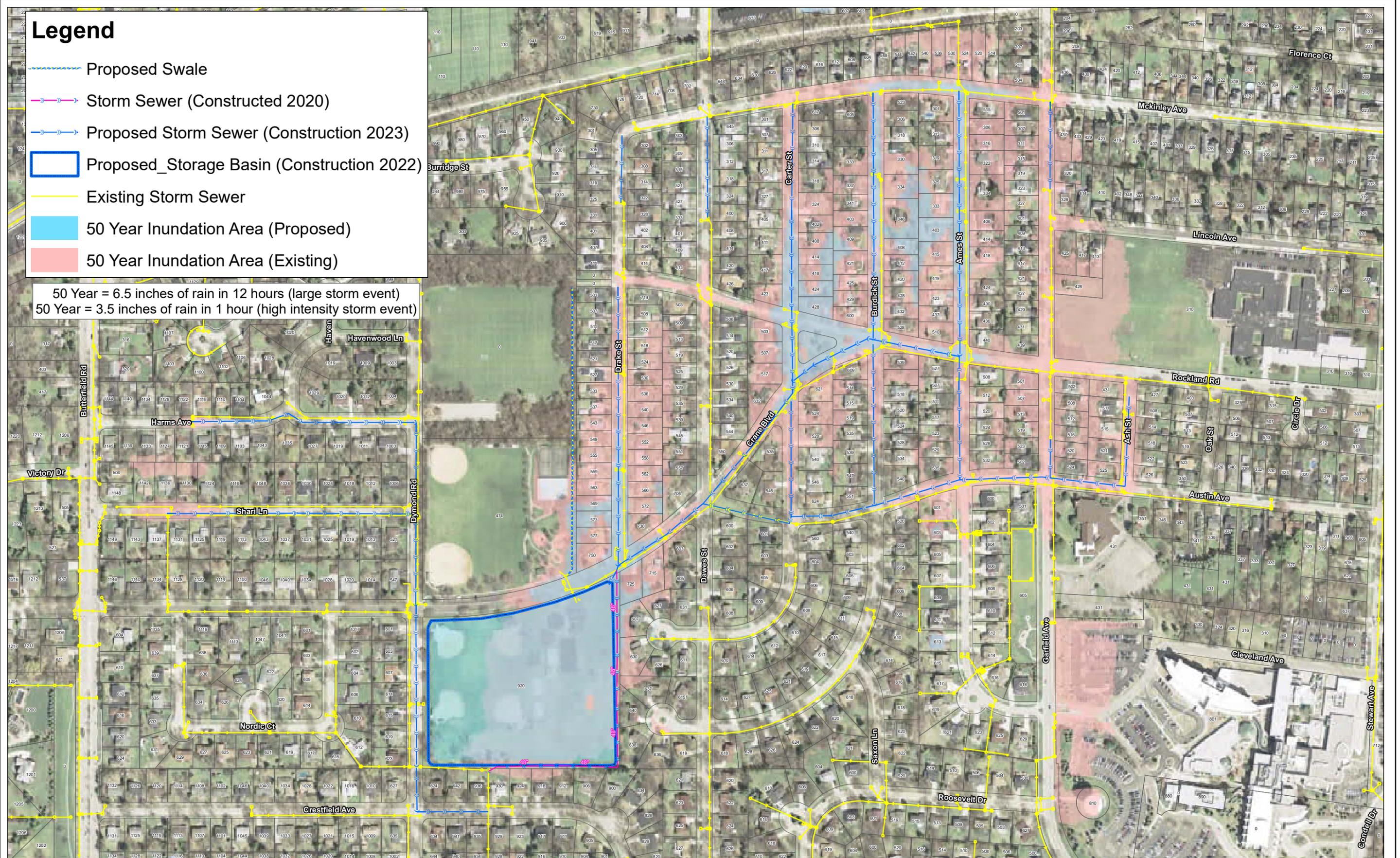
Document Path: N:\LIBERTYVILLE\170001\GIS\Exhibits\Proposed Exhibits\Rockland_Proposed 100.mxd		DSGN.	DRB	CHKD.	DTO
CLIENT		PROJECT NO. 170001		DATE 7/13/18	
Village of Libertyville		EXHIBIT			
TITLE		Rockland (Areas 12 & 13) Proposed Drainage Improvements (100-Year Level of Protection)			
Christopher B. Burke Engineering, Ltd. 9575 West Higgins Road, Suite 600 Rosemont, IL 60018 (847) 823-0500 / FAX (847) 823-0520					



Legend

-  Proposed Swale
-  Storm Sewer (Constructed 2020)
-  Proposed Storm Sewer (Construction 2023)
-  Proposed Storage Basin (Construction 2022)
-  Existing Storm Sewer
-  50 Year Inundation Area (Proposed)
-  50 Year Inundation Area (Existing)

50 Year = 6.5 inches of rain in 12 hours (large storm event)
 50 Year = 3.5 inches of rain in 1 hour (high intensity storm event)





Christopher B. Burke Engineering, Ltd.
 9575 West Higgins Road, Suite 600
 Rosemont, IL 60018
 (847) 823-0500 / FAX (847) 823-0520



CLIENT	Village of Libertyville	JOB#	
TITLE	Highlands Subdivision Flood Reduction Project - 50 Year Remaining Inundation Area with 40.5 AC-FT	DSGN.	CHKD.
		DATE	

**Attachment A
Scope of Work Tasks**

ROCKLAND ROAD CORRIDOR AND HIGHLANDS SUBDIVISION PHASE 1 & 2 FLOOD REDUCTION PROJECTS	Assigned Responsibility
<u>Phase 1: Needs Analysis, Scope Development, Concept Plan and Preliminary Engineering</u>	
1. Establish need and scope	N/A, Complete
2. Initiate early coordination with stakeholders and alignment on the project scope	N/A, Complete
3. Create concept plan and estimate project concept cost	N/A, Complete
4. Determine land rights needs	N/A, Complete
5. Conduct field inventories, environmental assessments	N/A, Complete
6. Outline permitting with Local, State and Federal Permitting Authorities	N/A, Complete
7. Obtain preliminary agreement with local partners	N/A, Complete
8. Investigate Alternative Funding Sources	N/A, Complete
<u>Phase 2: Design, Permitting and Land Rights</u>	
1. Project design development	N/A, Complete
2. Land survey and geotechnical investigation	N/A, Complete
3. Carry out permit process to construction start - Municipal, County, Utilities, IDNR, IDOT, IEPA, USACE, FEMA	N/A, Complete
4. Assess property needs, negotiate with landowners, complete land rights process	N/A, Complete
5. Utility investigations and relocation plan	N/A, Complete
6. Finalize local partner agreements	N/A, Complete
7. Finalize alternative funding sources	N/A, Complete
8. Complete final construction plans and bids docs	Local Sponsor
<u>Phase 3: Construction Contract and Bid Docs, Advertising For Bids, Construction</u>	
1. Advertise for Bid/Vendors	Local Sponsor
2. Conduct bid letting	Local Sponsor
3. Contract Award	Local Sponsor
4. Sureties/Bonds Setup	Local Sponsor
5. Conduct pre-construction meeting	Local Sponsor
6. Inspections/Construction oversight	Local Sponsor
7. Traffic control/Utility Relocations	Local Sponsor
8. Construction/Contract Management	Local Sponsor
9. Construction Implementation	Local Sponsor/Contractor
10. Construction Contract Maintenance Period	Local Sponsor
11. Project Closeout	SMC/Local Sponsor
<u>Phase 4: Post Construction Inspection, Maintenance, Operation and Upkeep</u>	
1. Annual Project Inspection	Local Sponsor
2. Inspection Report Recommended Maintenance Items	Local Sponsor
3. Implementation of Maintenance	Local Sponsor

Attachment B
Budget

Attachment B - ROCKLAND ROAD AREA STORMSEWER AND SEAVEY MASTER PLAN - HIGHLANDS SUBDIVISION PHASE 1 & 2 FLOOD REDUCTION

DCEO Capital Budget Line Item Categories and Description: The below categories will need to be completed for both State funding (DCEO Grant) and non-State funding (local funds; other Grants, etc.) to complete the overall project.

Item#	Description	ROCKLAND ROAD AREA STORMSEWER		SEAVEY MASTER PLAN - HIGHLANDS PHASE 1		SEAVEY MASTER PLAN - HIGHLANDS PHASE 2	
		DCEO Expense	Local Sponsor Expense	DCEO Expense	Local Sponsor Expense	DCEO Expense	Local Sponsor Expense
DCEO-1	Design/Engineering - costs associated with creation of the project's architectural drawings; engineering studies and/or fees; etc., including costs of plans & specs and/or printing costs if specifically identified as such within the Scope of Work. This task includes permitting tasks and associated fees during the design process.						
DCEO-2	Building Land Purchase - cost to purchase, either in whole or in part, a building, structural shell, condominium, land, and/or easement including, but not limited to: the net purchase price itself; closing costs charged to the buyer on the closing document; legal fees; etc.						
DCEO-3	Wiring/Electrical - purchase of materials necessary for completion of the project scope such as: electrical wiring; conduit; outlets; switches; etc. including associated labor/installation costs, as identified within the Scope of Work.						
DCEO-4	Equipment/Material/Labor - purchase of materials and/or purchase/lease of equipment, to use or install for the project, such as: steel; drywall; lumber; wiring; doors; windows; roofing; rock; etc. including labor/installation costs, as identified - within the Scope of Work.						
		\$1,509,596		\$580,305		\$740,972	
DCEO-5	Paving/Concrete/Masonry - purchase of materials necessary for completion of the project scope such as bituminous pavement; concrete; rock; bricks; blocks; mortar; tuckpointing; etc. including associated labor/installation costs, as identified within the Scope of Work.						
		\$542,042					
DCEO-6	Construction Management/Oversight - costs associated with managing the construction activities and/or overseeing all aspects of the construction project, either by contractor personnel or Grantee personnel, but limited to verifiable time working on this project.						
DCEO-7	Mechanical System - purchase of materials necessary for completion of the project cope such as: HVAC; elevators; fire alarm, sprinkler, or ventilation systems; etc. including associated labor/installation costs, as identified within the Scope of Work.						
DCEO-8	Excavation/Site Prep/Demo - costs associated with demolition of existing structures on the project site and/or preparation of the project site including excavation, etc. ahead of actual new construction/renovation activities.						
		\$248,362		\$1,919,696		\$759,734	
DCEO-9	Plumbing - purchase of materials necessary for completion of the project scope such as: internal or external pipes for water, gas, and/or sewage; fixtures; etc. including associated labor/installation costs, as identified within the Scope of Work.						
DCEO-10	Other Construction Expenses - costs that can't be easily broken out to or covered by other individual/specific Budgetary line items such as: landscaping; hauling; equipment rental; insurance; environmental fees; loan payments; etc. as identified within the Scope of Work.						
		\$200,000				\$446,000	
DCEO-11	Contingency (10% Max) - coverage of potential cost overruns in any of the other utilized Grant Budget line items.						
		\$250,000		\$250,000		\$194,671	
	Subtotal	\$2,750,000		\$2,750,000		\$2,141,377	
Additional Non-Reimbursable Project Expenditure Line Item Categories and Description							
SMC-1	Local Sponsor Project Expense Match Payment to SMC		\$315,191		\$169,675		\$132,152
SMC-2	Estimated Project Implementation and Construction Cost - Above Grant Award						
SMC-3	Estimated Post Project Annual Operation, Inspection and Maintenance						
SMC-4	Estimated Pre-Grant Project Expenses (Optional)						
	Total Grant Expenses, per Project	\$2,750,000		\$2,750,000		\$2,141,377	

Attachment C
Schedule

ATTACHMENT C - Project SCHEDULE - VILLAGE OF LIBERTYVILLE - SEAVEY MASTER PLAN HIGHLANDS SUBDIVISION - PHASE 1

Phase	Task	Pre-Grant Tasks																																
		Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24					
Phase 1: Needs Analysis, Scope Development, Concept Plan and Preliminary Engineering	1.1 Establish need and scope	X																																
	1.2 Initiate early coordination with stakeholders and alignment on the project scope	X																																
	1.3 Create concept plan and estimate project concept cost	X																																
	1.4 Determine land rights needs	X																																
	1.5 Conduct field inventories, environmental assessments	X																																
	1.6 Outline permitting with Local, State and Federal Permitting Authorities	X																																
	1.7 Obtain preliminary agreement with local partners	X																																
	1.8 Investigate Alternative Funding Sources	X																																
Phase 2: Design, Permitting and Land Rights	2.1 Project design development	X																																
	2.2 Land survey and geotechnical investigation	X																																
	2.3 Carry out permit process to construction start - Municipal, County, Utilities, IDNR, IDOT, IEPA, USACE, FEMA																																	
	2.4 Assess property needs, negotiate with landowners, complete land rights process	X																																
	2.5 Utility investigations and relocation plan	X																																
	2.6 Finalize local partner agreements	X																																
	2.7 Finalize alternative funding sources	X																																
	2.8 Complete final construction plans and bids docs																																	
Phase 3: Construction Contract and Bid Docs, Advertising For Bids, Construction	3.1 Advertise for Bid/Vendors																																	
	3.2 Conduct bid letting																																	
	3.3 Contract Award																																	
	3.4 Sureties/Bonds Setup																																	
	3.5 Conduct pre-construction meeting																																	
	3.6 Inspections/Construction oversight																																	
	3.7 Traffic control/Utility Relocations																																	
	3.8 Construction/Contract Management																																	
	3.9 Construction Implementation																																	
	3.10 Construction Contract Maintenance Period																																	
	3.11 Project Closeout																																	
Phase 4: Post Construction Inspection, Maintenance, Operation and Upkeep	4.1 Annual Project Inspection																																	
	4.2 Inspection Report Recommended Maintenance Items																																	
	4.3 Implementation of Maintenance																																	
Key																																		
D	Deliverable due																																	
R	Tasks Completed/End Date																																	
*																																		
	Local Sponsor																																	
	SMC																																	
	Combined Team																																	

FIRST AMENDMENT
to the
ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
STORMWATER CAPITAL IMPROVEMENT PROGRAM (DCEO-STOCIP)
INTERGOVERNMENTAL AGREEMENT
between the
LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
AND THE
VILLAGE OF LIBERTYVILLE
FOR THE
ROCKLAND ROAD CORRIDOR AND HIGHLANDS SUBDIVISION PHASE 1 & 2 FLOOD REDUCTION
PROJECTS

This amendment is by and between the LAKE COUNTY STORMWATER MANAGEMENT COMMISSION (herein referred to as “SMC”), 500 West Winchester Road, Libertyville, Illinois 60048 and the Village of Liberty (herein referred to as Local Sponsor), 118 W. COOK AVE., LIBERTYVILLE, IL 60048, who agree to amend the original Agreement (defined below), as follows:

RECITALS

WHEREAS, the original “Agreement” between the parties references that certain DCEO-STOCIP Intergovernmental Agreement entered into between the parties which began on October 1, 2021 and continued through September 30, 2023; and,

WHEREAS, the Agreement between the parties stated under no circumstances can the project completion date be extended beyond September 30, 2025; and,

WHEREAS, paragraph 6.1 provided the term of the agreement would begin on October 1, 2021, and extend through September 30, 2023; however, the parties find it beneficial and necessary to extend the duration of the agreement following the DCEO’s extension of the underlying grant to run through at least August 31, 2024.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that

1. Paragraph 6.1 Term of the Agreement shall be stricken in its entirety and replaced with the following:

6.1 Term of Agreement. Pursuant to the DCEO-SMC Grant Agreement and the Terms and Conditions herein, this Agreement begins on October 1, 2021, and extends through September 30, 2024. Extensions beyond September 30, 2024, will not be available as a condition of this Agreement. Under no circumstances, can the project completion date be extended beyond September 30, 2024. Project expenses cannot be submitted for reimbursement from SMC or DCEO which are incurred after the grant agreement completion date.

2. All terms and conditions set forth in the original Agreement and any subsequent amendments thereto that are not altered herein shall remain in full force and effect as written. In the event of a conflict, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the Stormwater Management Commission and The Village of Libertyville have caused this Agreement to be executed by their duly authorized representatives.

LOCAL SPONSOR

Kelly Amidei, Village Administrator
Village of Libertyville

Date

STORMWATER MANAGEMENT COMMISSION

Kurt Woolford, Executive Director
Lake County Stormwater Management Commission

Date

PETITIONS AND COMMUNICATIONS

The Libertyville Fire Department will hold its annual Open House from 1:00 p.m. to 4:00 p.m. on Saturday, October 12, 2024, at Fire Station One.

The Zoning Board of Appeals will meet at 7:00 p.m. on Monday, October 14, 2024.

The Finance Committee will meet at 5:00 p.m. on Tuesday, October 15, 2024.

The Fire and Police Committee will meet at 7:00 p.m. on Tuesday, October 15, 2024.

The Economic Development Commission will NOT meet at 7:30 a.m. on Wednesday, October 16, 2024.

The Sustain Libertyville Commission will meet at 4:00 p.m. on Wednesday, October 16, 2024.

An Open House regarding the Downtown Historic District National Register Nomination and Survey Findings will be held at 6:00 p.m. on Wednesday, October 16, 2024.

The Appearance Review Commission/Historic Preservation Commission will meet at 4:00 p.m. on Monday, October 21, 2024.

The Bicycle Advisory Commission will meet at 5:00 p.m. on Tuesday, October 22, 2024.

The Public Works Committee will NOT meet at 7:00 p.m. on Tuesday, October 22, 2024.

The Village Board will meet at 8:00 p.m. on Tuesday, October 22, 2024.

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