

Posted September 1st, 2023 at 3 pm

**VILLAGE BOARD OF TRUSTEES
COMBINED TIF & COMMITTEE OF WHOLE MEETING
Wednesday, September 6, 2023 at 7:30 p.m.
Village Hall Board Room • 2020 O'Plaine Road • Green Oaks, IL 60048**

AGENDA

This meeting is also available virtually by clicking on the link below.

To Join this Meeting from your Computer or Tablet do so by clicking on the Following Link:

<https://meet.goto.com/934324901>

To Join this Meeting by using your Smartphone please dial the following Number Followed by the Access Code: United States: [+1 \(571\) 317-3122](tel:+15713173122) • Access Code: 934-324-901

For Supported Devices, Tap a “One-Touch” Number below to join instantly One-Touch:

<tel:+15713173122,,934324901#>

1.0 Call to Order

2.0 Roll Call

3.0 Non Agenda Items and Visitors

The Village President and Board of Trustees Allocate Fifteen (15) Minutes at This Time for those Individuals Who Would like the Opportunity to Address the Village

4.0 Village President

4.1 Review the following Minutes: (pg.1)

- Minutes of the Regular Board Meeting Held Wednesday, August 23, 2023
- Minutes of the Committee of the Whole Meeting July 19, 2023

4.2 Update: Re: LCPW/Spectrum & LCPW Wholesale Sewage Disposal Agreement (pg.8)

4.3 Update: Memorial Garden Ground Breaking Friday, September 15th @ 2pm (pg.17)

4.4 Village & TIF Project List 24-25 (pg.30)

5.0 Committees:

Annexation, Planning & Zoning ~ Chairman Glogovsky

5.1 Plan Commission Meeting to be held September 13, 2023

5.2 Discussion Re: 27877 Bradley Road Re-subdivision Request (Bill Tauber & Richard Pavletic)

5.3 Recommend Acceptance and Approval of North Shore Sig Company, Inc Invoice No. 123843 Dated 9.5.23 in the Amount Not to Exceed \$19,390 for Green Oaks Monument Sign in the TIF District on Nagel Ct (pg.38)

Building ~ Chairman Furlong

5.4 Update: Flock Safety Cameras (pg.39)

5.5 Discussion Re: Steve Kruetzer @ 152 Baker Road Façade Grant Program Application for Paving & Windows (pg.41)

5.6 Building Dept Report for August 2023 (pg.47)

5.7 Discussion Re: Peter Baker 1349 Rockland Rd Façade Grant Program Application for Painting (pg.48)

Finance ~ Chairman Sellami

5.8 Discussion Re: SRTS Grant (pg.74)

Agenda ~ Combined TIF & Committee of the Whole Meeting

September 6, 2023

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5.0 Committees ~Continued

Public Affairs ~ Chairman Griffin

5.9 Update: Oaktoberfest Saturday, September 9th 5 – 10pm ~ Cars & Coffee Saturday, October 8th 9am to Noon ~ Both Events will be Hosted @ Lambs Farm in Green Oaks

Public Works ~ Chairman Wagener

5.10 Update: Contract for Refuse Collection and Disposal of Recyclables and Landscape Waste for Delivery to be Permitted and or Approved Facilities

5.11 Discussion Re: Possible New Sanitary Sewer Connection at 1301 Pearson Rd (pg.80)

5.12 Discussion Re: LCPW O'Plaine Rd Lift Station Maintenance ~ Estimated Cost \$3,500

5.13 Discussion Re: Waukegan Water Billing (pg.84)

5.14 Discussion Re: Possible SSA #14 (pg.70)

Street & Roads ~ Chairman Sugrue

5.15 Update: FY 23-24 RIP (Road Improvement Program) (pg.88)

6.0 Village Administrator

- 6.1** • IML Conference ~ Thursday, September 21st through Saturday, September 23rd
@ Chicago Hilton & Towers * 720 S. Michigan Avenue in Chicago
• Clark Deitz Event to be held Friday, September 22nd from 7 - 9pm
@ Flight Club * 111 Wacker Drive in Chicago

7.0 Ordinances for Passage ~ Proclamations & Resolutions for Adoption **Last Ordinance Passed ~ 2023-O-14 & Resolutions ~ 2023-R-02**

8.0 Old Business

8.1 Possible Sewer Extension/Rockland Road

9.0 New Business

10.0 Unfinished Business

10.1 Lake County/Libertyville Sewer Agreement

11.0 Upcoming Meeting Dates

September Meeting Schedule Below:

- Working Group Meeting for Wednesday, September 13, 2023 @6:00 p.m.
- Plan Commission Meeting for Wednesday, September 13, 2023 @ 7:30 p.m.
- Committee of the Whole Meeting Wednesday, September 20, 2023 @ 7:30p.m.
- IML Conference Thursday, September 21st through Saturday, September 23rd
- Regular Board Meeting Wednesday, September 27, 2023 @ 7:30p.m.

October Meeting Schedule Below:

- Combined TIF & Committee of the Whole Meeting for Wednesday, Oct. 4, 2023@ 7:30 p.m.
- TIF Joint Review Board (JRB) Meeting Wednesday, October 11, 2023 @ 3:00 p.m.
- Working Group Meeting for Wednesday, October 11, 2023 @6:00 p.m.
- Plan Commission Meeting for Wednesday, October 11, 2023 @ 7:30 p.m.
- Committee of the Whole Meeting Wednesday, October 18, 2023 @ 7:30p.m.
- Regular Board Meeting Wednesday, October 25, 2023 @ 7:30p.m.

12.0 Adjourn

The Village of Green Oaks is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting or who have questions regarding the accessibility of the meeting or the facilities are required to contact Village Administrator Denise Kafkis at (847) 362-5363 promptly to allow the Village to make reasonable accommodations for those persons.



Incorporated January 25, 1960

MINUTES OF THE VILLAGE BOARD OF TRUSTEES REGULAR BOARD MEETING OF THE VILLAGE OF GREEN OAKS, LAKE COUNTY, ILLINOIS HELD WEDNESDAY, AUGUST 23, 2023 MEETING ROOM OF THE VILLAGE HALL AT 2020 O'PLAINE ROAD IN THE VILLAGE, AND AT VIRTUAL LOCATIONS.

CALL TO ORDER:

ROLL CALL: Village Administrator Denise Kafkis, Caitlin Wagener. President Bernie Wysocki, Trustees Pete Furlong, Rich Glogovsky, Kevin Griffin, Mahdi Sellami, Dan Sugrue, John Wagener. Also present: Village Attorney Rudy Magna. Village Engineer Ben Metzler, Derick Anderson. Jeremiah Yeksavich,

Denise Kafkis led the Prayer.

President Wysocki led the Pledge of Allegiance.

VILLAGE PRESIDENT:

MOTION: Trustee Griffin moved the Board Approve the Minutes of the Regular Board Meeting Held Wednesday, July 26, 2023. Seconded by Trustee Furlong. Roll call vote: AYE: Trustees Furlong, Glogovsky, Griffin, Sellami, Sugrue, Wagener. NAY: None. Motion carried.

MOTION: Trustee Glogovsky moved the Board Accept and Approve Harrison & Associates, Inc. Invoice Dated 8-1-23 re: 13470 Rockland Road – Butera Property in the Amount Not to Exceed \$2,500. Seconded by Trustee Wagener. Roll call vote: AYE: Trustees Furlong, Glogovsky, Griffin, Sellami, Sugrue, Wagener. NAY: None. Motion carried.

MOTION: Trustee Sellami moved the Board Accept and Approve Village Planner Memo dated 8-21-23 Awarding Bid to A Jules Construction, LLC for the Memorial Garden Project in the Amount Not to Exceed \$435,252 (Expenses Fall '23 \$303,284 Expenses Spring '24 \$131,968). Seconded by Trustee Sugrue. Roll call vote: AYE: Trustees Furlong, Glogovsky, Griffin, Sellami, Sugrue, Wagener. NAY: None. Motion carried.

Page Two – Minutes of the Regular Board Meeting on August 23, 2023

ANNEXATION, PLANNING & ZONING – CHAIRMAN GLOGOVSKY

MOTION: Trustee Glogovsky moved the Board Accept and Approve HMG'S Memo Dated August 8, 2023 re: Pay Request #9 for the Route 176 Buckthorn Clearing Payment to Encap, Inc. in the Amount Not to Exceed \$750. Seconded by Trustee Furlong. Roll call vote: AYE: Trustees Furlong, Glogovsky, Griffin, Sellami, Sugrue, Wagener. NAY: None. Motion Carried.

MOTION: Trustee Glogovsky moved the Board Accept and Approve Eubanks Environmental Dated August 13, 2023 re: Invoice #081323 for the Route 17 Buckthorn Clearing Payment in the Amount Not to Exceed \$1,801. Seconded by Trustee Griffin. Roll call vote: AYE: Trustees Furlong, Glogovsky, Griffin, Sellami, Sugrue, Wagener. NAY: None. Motion carried.

MOTION: Trustee Glogovsky moved the Board Accept and Approve the Plan Commission Favorable Findings of Design Review re: Lambs Farm Electronic Changeable Message Special Permit Sign. Seconded by Trustee Wagener. Roll call vote: AYE: Trustees Furlong, Glogovsky, Griffin, Sellami, Sugrue, Wagener. NAY: None. Motion carried.

BUILDING – CHAIRMAN FURLONG

The Building Department Report for July 2023 was given for information.

FINANCE – CHAIRMAN SELLAMI

MOTION: Trustee Sellami moved the Board Accept and Approve August 2023 Bills for Payment in the Amount of \$213,043.46 and Acknowledge Deposit Exhibits July & August 2023 in the Amount of \$227,805.89. Seconded by Trustee Sugrue. Roll call vote: AYE: Trustees Furlong, Glogovsky, Griffin, Sellami, Sugrue, Wagener. NAY: None. Motion carried.

MOTION: Trustee Sellami moved the Board Accept and Approve the August 2023 TIF Fund Bills for Payment in the Amount of \$16,912.33. Seconded by Trustee Wagener. Roll call vote: AYE: Trustees Furlong, Glogovsky, Griffin, Sellami, Sugrue, Wagener. NAY: None. Motion carried.

MOTION: Trustee Sellami moved the Board Approve the Treasurer's Report for July 2023 and Place on File. Seconded by Trustee Glogovsky. Roll call vote: AYE:

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Trustees Furlong, Glogovsky, Griffin, Sellami, Sugrue, Wagener. NAY: None.
Motion carried.

PUBLIC AFFAIRS – CHAIRMAN GRIFFIN

PUBLIC WORKS – CHAIRMAN WAGENER

MOTION: Trustee Wagener moved the Board Accept and Approve HMG Memo Dated August 14, 2023 Awarding Canyon Contracting Inc. to Perform the Testing Vault Installation and Restoration at O’Plaine Road in the Amount Not to Exceed \$10,700. Seconded by Trustee Furlong. Roll call vote: AYE: Trustees Furlong, Glogovsky, Griffin, Sellami, Sugrue, Wagener. NAY: None. Motion carried.

STREETS AND ROADS – CHAIRMAN SUGRUE

MOTION: Trustee Sugrue moved the Board Accept and Approve Clark Dietz Memo Dated August 14, 2023 re: Pay Request #2 for payment to Everlast Blacktop in the Amount Not to Exceed \$179,612.83 for the 2023 Roadway, Drainage and Sidewalk Improvement Project. Seconded by Trustee Griffin. Roll call vote: AYE: Trustees Furlong, Glogovsky, Griffin, Sellami, Sugrue, Wagener. NAY: None. Motion carried.

VILLAGE ATTORNEY

There was discussion regarding the Truck City Settlement Agreement.

VILLAGE ADMINISTRATOR

Total Bills to be Paid with Motions in the Month of August are \$395,207.29.

ORDINANCES FOR PASSAGE/PROCLAMATIONS/RESOLUTIONS FOR ADOPTION – Last Ordinance Passed – 2023-O-14 & Resolutions – 2023-R-2

MOTION: Trustee Glogovsky moved the Board Approve a Proclamation Proclaiming National Rail Safety Week September 18th to September 24, 2023 Proclamation. Seconded by Trustee Wagener. Roll call vote: AYE: Trustees Furlong, Glogovsky, Griffin, Sellami, Sugrue, Wagener. NAY: None. Motion carried.

OLD BUSINESS

Page Four – Minutes of the Regular Board Meeting on August 23, 2023

Possible Sewer Extension/Rockland Road

NEW BUSINESS

UNFINISHED BUSINESS

Lake County/Libertyville Sewer Agreement.

Next Meeting Dates:

September Meeting Schedule:

Combined TIF & Committee of the Whole Meeting for Wednesday, Sept. 6, 2023
@ 7:30 pm

Working Group Meeting for Wednesday, September 13, 2023 @ 6:00 p.m.

Plan Commission Meeting for Wednesday, September 13, 2023 @ 7:30 p.m.

Committee of the Whole Meeting Wednesday, September 20, 2023 @ 7:30 p.m.

Regular Board Meeting Wednesday, September 27, 2023 @ 7:30 p.m.

October Meeting Schedule:

Combined TIF & Committee of the Whole Meeting for Wednesday, Oct. 4, 2023 @
7:30 p.m.

Working Group Meeting for Wednesday, October 11, 2023 @6:00 p.m.

Plan Commission Meeting for Wednesday, October 11, 2023 @7:30 p.m.

Committee of the Whole Meeting Wednesday, October 18, 2023@7:30 p.m.

Regular Board Meeting Wednesday, October 25, 2023 @7:30 p.m.

Adjourn:

MOTION: Trustee Glogovsky Moved the Board Adjourn this meeting at 7:45 p.m.
Seconded by Trustee Wagener. Voice Vote: "ALL AYE". Motion carried.

Approved:-_____

Clare Michelotti – Village Clerk

**VILLAGE OF GREEN OAKS
VILLAGE BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
MINUTES FOR WEDNESDAY, JULY 19, 2023
VILLAGE HALL BOARD ROOM
2020 O'PLAINE ROAD
7:30 p.m.
AGENDA**

Call to Order:

Roll Call: Village Administrator Denise Kafkis, Caitlin Wagener, Trustees Pete Furlong, Rich Glogovsky, (Virtual), Kevin Griffin, Dan Sugrue, John Wagener. Village Attorney Rudy Magna, Village Engineers Ben Metzler, Derick Anderson. Also Present by Way of Virtual Attendance: Jeremiah Yeksavic. Absent: Trustee Sellami.

Non Agenda Items and Visitors:

There were 9 visitors.

Beth Zender of Tantarra addressed the Board regarding increased crime, response time, asking for a pilot for surveillance, asking for a partnership, government documents, special contracts for surveillance, reporting for crimes, Engineer Metzler addressed the Board regarding surveillance, isolating traffic, permit process, Green Oaks permits, special requests of HOA, intimidation factor, calling the sheriff.

Resident addressed the Board regarding changing locations for a school, working with a real estate agent for potential property, access to St. Mary's, suggestion of hiring an engineering firm.

President's Report:**Review the Following Minutes:**

Minutes of the Combined TIF & COW Meeting held Wednesday, June 7, 2023

Minutes of the Committee of the Whole Meeting Held Wednesday, June 21, 2023

Update: Re: LCPW/Spectrum & LCPW Wholesale Sewage Disposal Agreement

Update: Memorial Garden

Update: TIF Working Group Held Wednesday, July 12, 2023

Recommend Acceptance and Approval of Frank Harrison, Inc. Invoice Dated July 13, 2023 re: Herchenbach Acreage in the Amount Not to Exceed \$2,599.

Recommend Acceptance and Approval of the Following CTM Legal Group Invoices in the Amount Not to Exceed a Total of \$55.00:

Invoice #10924 Dated 7-13-23 in the Amount Not to Exceed \$27.50 for Spectrum

Invoice # 10925 Dated 7-13-23 in the Amount Not to Exceed \$27.50 for Truck City

Committees:**Annexation, Planning and Zoning – Chairman Glogovsky**

Plan Commission Meeting to be Held Wednesday, July 12, 2023 @ 7:30 pm

961 Guerin Road Setback Variation

Page Two – Minutes of the COW Meeting on July 19, 2023

Text Amendment for Residential Accessory Building Area Limits/ Variation Mailing Notice Timing

Discussion re: 27877 Bradley Road Re-Subdivision Request (Bill Tauber & Richard Pavletic).

Discussion re: Minard Lane Cul-de-sac Area Tree Replacement Program

Discussion: Gas N Wash Comprehensive Sign Plan Amendment Ordinance – Dunkin Donuts Directional Signage

Recommend Acceptance and Approval of HMG's Memo Dated July 17, 2023 re: Payment to ENCAP, Inc. in the Amount Not to Exceed \$2,333.33 for the Route 176 Buckthorn Clearing ENCAP, Inc.

Building – Chairman Furlong

Update: Flock Safety Cameras were discussed with regard to how many cameras needed to cover areas, in committee. Also, what impact this would have and feedback is needed, in committee.

Discussion re: Apiaries (Beehive Keeping/Raising) Chickens in a Residential District was discussed with regard to an Ordinance for the allowance of Chickens, setback, agricultural uses, limited amount of properties that would be able to have this, harvesting honey,

Discussion re: After the Fact Permits will be a motion next week.

Building Department Report for July

Finance – Chairman Sellami – Absent

Treasurers Report and Bills will be on the agenda next week.

Public Affairs – Chairman Griffin

Update: Oaktoberfest Saturday, September 9, 2023 @ Lambs Farm in Green Oaks

Public Works – Chairman Wagener

Recommend Acceptance and Approval of Wharton Contracting, LLC Proposal dated 6-29-23 re: Saddle Hill II HOA Walking Path Paving Project in the Amount Not to Exceed \$30,000 (50% Cost Share w/ Saddle Hill II HOA of the \$60,000 Proposal).

Update: Contract for Refuse Collection and Disposal of Recyclables and Landscape Waste for Delivery to be Permitted and or Approves Facilities

Update: SSA – O'Plaine Rd & Kenton Lane

Discussion re: 1970 Cranbrook Dr. Septic/Sewer was discussed with regard to the sewer line, connection would be unavailable, will advise to get a new septic.

Streets & Roads – Chairman Sugrue

Update: FY 23-24 RIP (Road Improvement Program) was discussed with regard to projects, complaints, sidewalks.

Recommend Acceptance and Approval of HMG'S Memo dated July 14, 2023 re: Final Pay Request for Payment to Peter Baker & Sons Co. in the Amount Not to Exceed \$50,616.53 for the 2022 Green Oaks Road Improvement Project

Recommend Acceptance and Approval of Village Engineer Memo Dated July 17, 2023 re: Pay Request #1 for Payment to Everlasting Blacktop in the amount of \$302,599.46 for the 2023 Roadway, Drainage, and Sidewalk Improvement Project

Recommend Acceptance and Approval of Village Engineer Memo Dated July 17, 2023 re: Contract Award to Corrective Asphalt Materials for the 2023 Road Rejuvenator Project in the Amount Not to Exceed \$107,013

Page Three – Minutes of the COW Meeting on July 19, 2023

Recommend Acceptance and Approval of Village Engineer Memo Dated July 17, 2023 re: Contract Award to Patriot Pavement for the 2023 Crack Sealing in the Amount to be Determined Based on Method was discussed with regard to pricing options, debris, possible injury due to loose gravel.

Village Engineering

Status Report for July 2023

Clark Dietz

HMG

Village Administrator

Ordinances for Passage – Proclamations & Resolutions for Adoption. Last Ordinance Passed – 2023-O-10 & Resolutions – 2023-R-01

Old Business

Possible Sewer Extension/Rockland Road

New Business

Unfinished Business

Lake County/Libertyville Sewer Agreement

Next Meeting Dates:

July:

Regular Board Meeting Wednesday, July 26, 2023 @ 7:30 pm

August:

Combined TIF & Committee of the Whole Meeting for Wednesday, Aug. 2, 2023 @ 7:30 pm

Working Group Meeting for Wednesday, August 9, 2023 @ 6:00 pm

Plan Commission Meeting for Wednesday, August 9, 2023 @ 7:30 pm

Committee of the Whole Meeting Wednesday, August 16, 2023 @ 7:30 pm

Regular Board Meeting Wednesday, August 23, 2023 @ 7:30 pm

September:

Combined TIF & Committee of the Whole Meeting for Wednesday, Sept. 6, 2023 @ 7:30 pm

Working Group Meeting for Wednesday, September 13, 2023 @ 6:00 pm

Plan Commission Meeting for Wednesday, September 13, 2023 @ 7:30 pm

Committee of the Whole Meeting Wednesday, September 20, 2023 @ 7:30 pm

Regular Board Meeting Wednesday, September 27, 2023 @ 7:30 pm

Adjourn:

The meeting adjourned at 9:17 p.m.

Approved: _____

Clare Michelotti – Village Clerk

Denise Kafkis

From: Benjamin W. Metzler <Ben.Metzler@clarkdietz.com>
Sent: Friday, August 25, 2023 10:01 AM
To: bernard.wysocki@greenoaks.org; illini20@aol.com
Cc: Denise Kafkis; 'William Rickert'; 'Rudy Magna'; caitlin.wagener@greenoaks.org
Subject: RE: Lake County Sewer Agreement - Draft Response Letter
Attachments: 20230825 McFarlane Draft.docx; 20230825 McFarlane Draft Tracked.docx

Dear Bernie,

Attached is the final draft of a response to Lake County's August 1 letter.

Changes from the original draft in the tracked version. I spoke with Rudy yesterday afternoon regarding a couple minor revisions, the most substantial being removal of language stating the Village is amenable to meter customers on wells. At this point, the focus should be on the transition to metered rates.

If there are no changes, please print on Village letterhead, execute, and send to the County.

Thanks.

Ben.

Benjamin W. Metzler, PE
Clark Dietz, Inc.
262.842.2420

From: Benjamin W. Metzler
Sent: Tuesday, August 22, 2023 10:42 AM
To: 'Rudy Magna' <rmagna@maglaw36.com>
Cc: Denise Kafkis <denise.kafkis@greenoaks.org>; bernard.wysocki@greenoaks.org; 'William Rickert' <wricket@hmgengineers.com>; illini20@aol.com
Subject: Lake County Sewer Agreement - Draft Response Letter

Rudy,

Pursuant to our call last week, attached is a draft response to Lake County's August 1, 2023 letter.

The most significant item is a proposal that the County and Village of Libertyville revise their agreement to transition to metered rates rather than flat rates. As Bill has pointed out previously, the calculation of a new rate for County customers was flawed from the start due do Libertyville's desire for the rate to be revenue neutral and the current system based on a flat-rate/assumed monthly usage volume. In their response to comment four, the County requested the Village suggest a metered user fee. I recommend the Village propose Libertyville's current metered rate be applied uniformly to County customers with the 75% multiplier specified in the agreement between Libertyville and Lake County. The reason for the 75% multiplier is not explicitly defined in the agreement – I assume the discount is provided because County customers do not utilize Libertyville's conveyance system. On our call we discussed proposing some sort of additional multiplier/premium to account for County customers being non-residents. At this point, I recommend suggesting Libertyville's rates be applied uniformly in accordance with the existing agreement and consider a premium if proposed by the County/Libertyville. We also do not know if the 75% multiplier already includes a premium on treatment costs.

Note that Green Oaks' sewage will not be substantially different than the sewage generated by Libertyville residents - no extraordinary treatment measures are required.

Please let me know if you have any questions. We should schedule a time to discuss the response later this week to keep this process moving.

Thanks.

Ben



Benjamin W. Metzler, PE
Clark Dietz, Inc. 625 57th Street, 6th Floor, Kenosha, WI 53140
p 262.842.2420 c 847.525.9006
ben.metzler@clarkdietz.com clarkdietz.com

Mr. Austin McFarlane
Interim Director
Lake County Public Works Department
650 W. Winchester Road
Libertyville, IL 60048

Dear Mr. McFarlane,

The Village is in receipt of Lake County Public Works Department's response letter dated August 1, 2023 (received August 4, 2023). We have reviewed the County's letter and have the following responses:

1. Recitals, Paragraph 5 – Clarify that the proposed service area expansion is 1881 N. St. Marys Road (11-11-300-019, 6.46 ac) and 1891 St. Marys Road (11-11-300-003, 1.00 ac).

County Response: *We can do so. The same area, King Drive, was identified in the 2015 Retail water IGA with Green Oaks and the area is within the County's sewer service area.*

Village Response: Noted.

2. Article V, Sections 5.1 – Add Section B: "The County shall provide the Village a bill based on the current connection count on file for sewer service for the prior billing period within two weeks of the end of the County's billing cycle."

County Response: *We need to better understand the Village's request here, because this seems to contemplate a bill/invoice that we do not currently create. If the request relates to reporting on connection counts, perhaps there is an easier way we can accomplish this goal.*

Village Response: The Village requests the County generate an invoice to ensure the correct rates are being applied each billing cycle. Additionally, this would function as a routine mechanism to monitor and report connection counts.

3. Article V, Sections 5.2 A & 5.2 B – Include the Village of Green Oaks in the calculation of Residential Customer Equivalents for all non-residential connections.

County Response: *this item needs further information for clarification. Please provide more details.*

Village Response: The Village is requesting to be involved in the calculation of RCE for new commercial developments within the service area.

4. Article V, Section 5.3 – The Village is interested in transitioning to metered sewer usage fees for any customers connected to a metered public water system. This would include

residential, industrial, and commercial customers. Metered customers previously classified as "Flat Rate" customers should be promptly transitioned to the metered customer rate and such status shall not be impaired by any other or third-party agreements. Third-party agreements shall, if necessary, be revised or amended to reflect the metered rate status of metered customers previously categorized as flat rate customers. The Village and County will provide the number of metered customers on the County's water system. The Village would rely on the County to provide metered usage data for customers on the County's water system south of the Metra Railroad tracks and west of the tollway. After paragraph A, insert a new paragraph B that defines volume-based user fees. Libertyville's component of the metered fee shall be in accordance with the agreement between the County and Libertyville and the County's component consistent with other metered usage fees within the Southeast Central Lake FPA. Additionally, the Village requests separate sprinkler meters be permitted for houses with irrigation systems and/or summer discounts consistent with discounts given to Libertyville and County customers in accordance with their agreements.

County Response: "We are encouraged that the Village is interested in transitioning to a metered system, but existing County contracts with third party service providers preclude us from ignoring the expressed and enforceable terms of such agreements. Amending the agreement with the treatment provider – Libertyville – would involve a discussion with the related parties. To start a negotiation, we have asked Green Oaks to recommend what it believes a new volume based user fee should be."

We anticipate that with any new fee structure, the customers on well service will remain on a flat rate until they transition to municipal water service. Also, we agree with the recommendation to have separate sprinkler meters for houses with irrigation systems. We can work through an appropriate discount."

Village Response: Billing parameters are provided in Lake County's and the Village of Libertyville's "Agreement for Sewage Disposal," effective October 10, 2010. Per the agreement, the sewer user fee assessed by Libertyville to the County's customers cannot exceed 75% of the amount charged to Libertyville residents (Section 3.2, "Village Sewer User Fees" Paragraph A) and is assessed on a flat rate basis (Section 3.2, "Village Sewer User Fees" Paragraph B). We recommend that the agreement be amended to allow metered billing for properties with a metered water service, and the "sewer user fee" terms of the agreement maintained and uniformly enforced for County customers.

The current flat-rate per residential customer equivalent is derived from Libertyville's metered rates: Libertyville's flat-rate administrative fee (\$11.91 per two months/\$5.955 per month) and metered rate of \$7.35 per thousand gallons (8,000 total gallons) are used to generate a bill amount for 8,000 gallons of usage. That total amount is then reduced to 75% of the total in accordance with the County and Village of Libertyville's agreement. In lieu of calculating a flat rate, the Village's metered rate structure should be applied to County customers.

The metered rate transition should be consistent with the Village of Libertyville's current rate structure and adhere to the 75% limitation. The profile of the wastewater generated within the County's primarily-residential service area tributary to the Libertyville Treatment Plant is not substantially different than wastewater generated by customers in the Village of Libertyville.

5. Article 5 Section 5.3.D.2 – System wide monitoring should be dependent on the institution of a metered rate for Village customers.

County Response: *We assume with "monitoring" you mean "metering," which is what 5.3.D.2 addresses. We understand that metering goes hand-in-hand with determining the metered rate.*

Village Response: The Village will consider system-wide metering should a metered rate be implemented.

6. Article V, Section 5.3 B - The second sentence in this section states "Sewer User Fees shall be uniform for all customers of the County Sewerage System, except as provided for in Article VII of this Agreement". We cannot find any applicable exceptions in Section VII. Please clarify what exceptions would be applicable.

County Response: *The section that is being referenced here is Article VIII, not Article VII, and references the that King Drive Areas will be charged at a retail rate (not wholesale): "The County will charge, collect, and retain from Village Customers within the King Drive Area and the Village Expansion Area Sewer User Fees at the standard retail rate (i.e. the rate charged in areas where the County owns the local collector Sanitary Sewers) charged to other Customers within the Southeast Central Lake FPA." (Section 8.2).*

Village Response: Noted.

The Village of Green Oaks generally concurs with the proposed amendments to the sewer agreement and is very interested in converting to metered usage. Given the past-due portion of Spectrum's user fees and recognizing the ongoing accumulation, we would like to meet to discuss our metered rate proposal and the next steps.

We look forward to the opportunity to discuss our requests with the County.

Sincerely Yours,
VILLAGE OF GREEN OAKS

Bernard Wysocki,
President, Board of Trustees

Mr. Austin McFarlane
Interim Director
Lake County Public Works Department
650 W. Winchester Road
Libertyville, IL 60048

Dear Mr. McFarlane,

The Village is in receipt of Lake County Public Works Department's response letter dated August 1, 2023 (received August 4, 2023). We have reviewed the County's letter and have the following responses:

1. Recitals, Paragraph 5 – Clarify that the proposed service area expansion is 1881 N. St. Marys Road (11-11-300-019, 6.46 ac) and 1891 St. Marys Road (11-11-300-003, 1.00 ac).

County Response: *We can do so. The same area, King Drive, was identified in the 2015 Retail water IGA with Green Oaks and the area is within the County's sewer service area.*

Village Response: Noted.

2. Article V, Sections 5.1 – Add Section B: "The County shall provide the Village a bill based on the current connection count on file for sewer service for the prior billing period within two weeks of the end of the County's billing cycle."

County Response: *We need to better understand the Village's request here, because this seems to contemplate a bill/invoice that we do not currently create. If the request relates to reporting on connection counts, perhaps there is an easier way we can accomplish this goal.*

Village Response: The Village requests the County generate an invoice to ensure the correct rates are being applied each billing cycle. Additionally, this would also serve function as a routine mechanism to monitor and report connection counts.

3. Article V, Sections 5.2 A & 5.2 B – Include the Village of Green Oaks in the calculation of Residential Customer Equivalents for all non-residential connections.

County Response: *this item needs further information for clarification. Please provide more details.*

Village Response: The Village is requesting to be involved in the calculation of RCE for new commercial developments within the service area.

4. Article V, Section 5.3 – The Village is interested in transitioning to metered sewer usage fees for any customers connected to a metered public water system. This would include

residential, industrial, and commercial customers. Metered customers previously classified as "Flat Rate" customers should be promptly transitioned to the metered customer rate and such status shall not be impaired by any other or third-party agreements. Third-party agreements shall, if necessary, be revised or amended to reflect the metered rate status of metered customers previously categorized as flat rate customers. The Village and County will provide the number of metered customers on the County's water system. The Village would rely on the County to provide metered usage data for customers on the County's water system south of the Metra Railroad tracks and west of the tollway. After paragraph A, insert a new paragraph B that defines volume-based user fees. Libertyville's component of the metered fee shall be in accordance with the agreement between the County and Libertyville and the County's component consistent with other metered usage fees within the Southeast Central Lake FPA. Additionally, the Village requests separate sprinkler meters be permitted for houses with irrigation systems and/or summer discounts consistent with discounts given to Libertyville and County customers in accordance with their agreements.

County Response: *"We are encouraged that the Village is interested in transitioning to a metered system, but existing County contracts with third party service providers preclude us from ignoring the expressed and enforceable terms of such agreements. Amending the agreement with the treatment provider – Libertyville – would involve a discussion with the related parties. To start a negotiation, we have asked Green Oaks to recommend what it believes a new volume based user fee should be.*

We anticipate that with any new fee structure, the customers on well service will remain on a flat rate until they transition to municipal water service. Also, we agree with the recommendation to have separate sprinkler meters for houses with irrigation systems. We can work through an appropriate discount."

Village Response: Billing parameters are provided in ~~the agreement between Lake County~~ County's and the Village of Libertyville. Libertyville's "Agreement for Sewage Disposal," effective October 10, 2010. Per Section 3.2, "Village Sewer User Fees" Paragraph A ~~the agreement~~, the sewer user fee assessed by Libertyville to the County's customers cannot exceed 75% of the amount charged to Libertyville residents. ~~The ensuing (Section 3.2, "Village Sewer User Fees" Paragraph B notes that the user fees shall be A) and is assessed on a flat rate basis (Section 3.2, "Village Sewer User Fees" Paragraph B).~~ We recommend that the ~~flat rate billing structure agreement~~ be amended to ~~include the option of allow~~ metered billing for properties with a metered water service, and the "sewer user fee" terms of the agreement maintained and uniformly enforced for County customers. ~~Libertyville's calculation to derive the~~

~~The current flat-rate includes a per residential customer equivalent is derived from Libertyville's metered rates: Libertyville's flat-rate administrative fee (\$11.91 per two months/\$5.955 per month) and the metered rate of \$7.35 per thousand gallons (8,000 total gallons) are used to generate a bill amount for 8,000 gallons of usage. That total amount is then reduced to 75% of the total in accordance with the County and Village of~~

Libertyville's agreement. In lieu of calculating a flat rate, the Village's metered rate structure should be applied to County customers.

The - A metered rate transition to a metered rate should mirror be consistent with the Village of Libertyville's current rate structure and adhere to the 75% of total rate limitation. The profile of the wastewater generated within the County's primarily - residential service area tributary to the Libertyville Treatment Plant is not substantially different than wastewater generated by customers in the Village of Libertyville; this proposal applies existing Village rates to County customers.

The Village is amenable to facilitating installation of meters on houses connected to sewer but not connected to a community water supply.

5. Article 5 Section 5.3.D.2 – System wide monitoring should be dependent on the institution of a metered rate for Village customers.

County Response: *We assume with "monitoring" you mean "metering," which is what 5.3.D.2 addresses. We understand that metering goes hand-in-hand with determining the metered rate.*

Village Response: The Village will consider system-wide metering should a metered rate be implemented.

6. Article V, Section 5.3 B - The second sentence in this section states "Sewer User Fees shall be uniform for all customers of the County Sewerage System, except as provided for in Article VII of this Agreement". We cannot find any applicable exceptions in Section VII. Please clarify what exceptions would be applicable.

County Response: *The section that is ~~being~~ referenced here is Article VIII, not Article VII, and references the that King Drive Areas will be charged at a retail rate (not wholesale): "The County will charge, collect, and retain from Village Customers within the King Drive Area and the Village Expansion Area Sewer User Fees at the standard retail rate (i.e. the rate charged in areas where the County owns the local collector Sanitary Sewers) charged to other Customers within the Southeast Central Lake FPA." (Section 8.2).*

Village Response: Noted.

The Village of Green Oaks generally in agreement concurs with the proposed amendments to the sewer agreement and the overall billing goals, is very interested in converting to metered usage. Given the past-due portion of Spectrum's user fees and understanding that amount increases daily recognizing the ongoing accumulation, we would like to meet to discuss our metered rate proposal and the next steps.

We look forward to the opportunity to discuss our requests with the County.

Formatted: Normal

Sincerely Yours,
VILLAGE OF GREEN OAKS

Bernard Wysocki,
President, Board of Trustees

DOCUMENT 00 52 15

AGREEMENT

PART 1 GENERAL

1.1 SUMMARY

A. Document Includes:

1. Agreement.

B. Related Documents:

1. Document 00 72 15 – General Conditions.
2. Document 00 73 00 – Supplementary Conditions.

1.2 AGREEMENT

THIS AGREEMENT, made and enter into as of this 29th day of August, 20 23, by
and between the Village of Green Oaks ("Owner") and _____
A Jules Construction LLC ("Contractor"),

WITNESSETH: For and in consideration of Owner's payments and agreements as provided for herein, Contractor agrees to perform all work and furnish all materials and labor necessary to complete the work in accordance with the plans, specifications, Landscape Architect's and Village Engineer's requirements and Contractor's agreements hereinafter described.

- A. And it is also understood and agreed that this Agreement; the Conditions of the Contract and Specifications as listed in the Index to the Project Manual; all Addenda issued prior to and all Change Orders issued after execution of this Agreement, the Notice to Contractors, Instructions to Bidders, Detailed Specifications, Form of Proposal and Contract Bond hereto attached, and the Plans for the "Memorial Garden Project – 14450 W. Buckley Road" project prepared by Rolf Campbell Associates; One Overlook Point, Suite 290, Lincolnshire, IL 60069, last dated May 17, 2023, are all essential documents of this Contract and are a part hereof and these form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein; and,

- B. The Contractor shall perform all work required by the Contract Documents for the "Memorial Garden Project – 14450 W. Buckley Road" project, including but not limited to the following:

1. Earthwork to prepare garden walls, walkways and asphalt parking lot
2. Village Hall Monument Sign with lighting
3. Garden Walls (one 3' dry stack stone in height and one 6' in height)
4. Walkways with material including concrete, pavers, and gravel
5. Asphalt Paved Parking Lot
6. Flag pole areas with flags
7. Landscaping

C. Additional Project Costs:

1. The Owner shall have the right to withhold from such sums as may be due to the Contractor under the terms of the contract, which costs shall not be considered as penalties but rather as damages due the Owner from the Contractor by reason of

inconvenience, added project costs and costs of design/engineering and inspection or observation, and the protection of the health and safety of persons and the environment, and other items which have caused the expenditure of funds resulting from the failure of the undersigned to complete the work within the time limit specified.

- a. Should the Contractor fail to perform the work by the Substantial Completion or Final Completion date listed in the Agreement, the Owner shall withhold damages for the cost of design/engineering and inspection at a rate of \$150 per hour for services rendered by the Landscape Architect or the Village Engineer.
 - b. Should the Contractor fail to perform the work by the Substantial Completion or Final Completion date listed in the Agreement, the Owner shall withhold damages at the rate of \$250 per day.
- D. The Owner will pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order and actual constructed quantities, the Total Contract Price of Four-Hundred & Thirty-five thousand & two hundred & fifty-two
- Dollars (\$ 435,252.00). Payments will be made to the Contractor on the basis of the Bid Form, which shall be as fully a part of the contract as if attached or repeated herein.
- E. The Owner shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the contract documents.
- F. Substantial Completion: Substantial completion shall be 50 working days from the issuance of the Notice to Proceed.
- G. Final Completion: Final Completion shall be 60 working days from the issuance of the Notice to Proceed.

APPENDIX E – PERFORMANCE BOND

THIS INSTRUMENT WITNESSETH: That we (1) A Jules Construction, LLC a (2) Corporation organized under the laws of the State of (3) Illinois and regularly authorized to do business in the State of (3) Illinois as Principal, and we (4) Ohio Casualty Insurance Company a (2) Corporation organized under the laws of the State of (3) Massachusetts and regularly authorized to do business in the State of (3) Illinois as Surety, are held and firmly bound unto the Village of Green Oaks hereinafter called the Owner in accordance with a Contract hereinafter referred to, in the penal sum of (5) Four hundred thirty-five thousand two hundred fifty two dollars (\$ 435,252.00) lawful money of the United States, well and truly to be paid unto the said Owner, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents:

WHEREAS, the said Principal has entered into a written contract with the Owner dated August 29, 2023 for the work designated as the “Memorial Garden Project – 14450 W. Buckley Road” in conformity with Contract Documents hereby referred to and made a part hereof, the same to all intents and purposes as if written at length herein, in which Contract the said Principal has contracted to perform the work specified in said Contract in accordance with the terms thereof;

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his (its) part, and satisfy all covenants, terms, conditions and agreements incurred by the Principal in the performance of said Contract, during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and shall satisfy all claims and demands arising thereunder, and shall fully indemnify and save harmless the Owner from all cost and damage which the Owner might suffer by reason of the failure of the Principal to do so, and shall fully reimburse and repay to the Owner all costs, damages, and expenses which the Owner may incur in making good any default by the Principal, including any default based upon failure of the Principal, to fulfill his obligation to furnish maintenance, repairs, or replacements for any period of time after the Work is completed, if provided for in said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

In addition, the Principal and Surety, jointly and severally, expressly guarantee that all materials furnished and workmanship performed under the Contract and in the construction of the Work shall fulfill all requirements of the Contract and the Contract Documents with respect to them. This bond shall remain in effect for a period of one year from the date of final acceptance.

-
- (1) Contractor.
 - (2) Sole Proprietor, Partnership, or Corporation.
 - (3) State in which project is located.
 - (4) Surety – **IMPORTANT** – Surety companies executing Bonds must hold certificates of authority as acceptable sureties (31CFR223) and be authorized to transact business in the state where the project is located.
 - (5) 100 percent of the Contract.



Bond Number 999280009

Incorporated January 25, 1960

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Contract Documents accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Contract Documents.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in several counterparts, each one of which shall be deemed an original, this the 31 day of August, 2023.

(SEAL)

Attest

A Jules Construction, LLC

(1)

By

Title

Jeanine Mass

Jeanine Mass

President

(SEAL)

Attest The Ohio Casualty Insurance Company

(2)

By

Brittany L. Richardson

Brittany L. Richardson

(Attorney in Fact)



Seal No. 3609

- (1) Contractor
(2) Surety



APPENDIX F – LABOR AND MATERIALS PAYMENT BOND FORM

THIS INSTRUMENT WITNESSETH: That we (1) A Jules Construction LLC a (2) Corporation organized under the laws of the State of (3) IL and regularly authorized to do business in the State of (3) IL as Principal, and we (4) The Ohio Casualty Ins. Co. a (2) Corporation organized under the laws of the State of (3) MA and regularly authorized to do business in the State of (3) IL as Surety, are held and firmly bound unto the Village of Green Oaks hereinafter called the Owner in accordance with a Contract hereinafter referred to, in the penal sum of Four hundred thirty-five thousand two hundred fifty two dollars \$435,252.00 (5) \$ lawful money of the United States, well and truly to be paid unto the said Owner, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with the Owner dated August 29, 2023 for work designated as the “Memorial Garden Project – 14450 W. Buckley Road”, in conformity with Contract Documents hereby referred to and made a part hereof, the same to all intents and purposes as if written at length herein, in which Contract the said Principal has contracted to perform the Work specified in said Contract in accordance with the terms thereof;

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully satisfy all claims and demands incurred by the Principal of said Contract, and shall pay all obligations arising thereunder, and shall fully indemnify and save harmless the Owner from all cost and damage which the Owner might suffer by reason of the failure of the Principal to do so, and shall fully reimburse and repay to the Owner all costs, damages, and expenses which the Owner may incur in making good any default by the Principal, and shall promptly make payment to all persons supplying labor, equipment or materials for use in the prosecution of the work, whether by subcontractor or otherwise, and including all insurance premiums on said work as provided for in such Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

In addition, the Principal and Surety, jointly and severally, expressly guarantee that the Owner will be held harmless from any liens, claims, demands or obligations in conjunction with materials or services provided with respect to this Contract. This bond shall remain in effect for a period of one year from the date of final acceptance.

The Owner may sue on this Bond, and any person furnishing material or performing labor, either as an individual or as a Subcontractor, shall have the right to sue on this Bond in the name of the Owner for his use and benefit.

-
- (1) Contractor
 - (2) Sole Proprietor, Partnership or Corporation
 - (3) State in which project is located
 - (4) Surety – **IMPORTANT** – Surety companies executing Bonds must hold Certificates of authority as acceptable sureties (31CFR223) and be authorized to transact business in the state where the project is located.
 - (5) 100 percent of the Contract

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Contract Documents accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of



Bond Number 999280009

Incorporated January 25, 1960

any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Contract Documents.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in several counterparts, each one of which shall be deemed an original, this the 31 day of August, 2023.

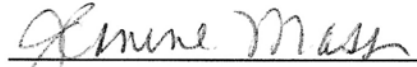
(SEAL)

Attest A Jules Construction, LLC

(1)

By

Title



Jeanine Mass

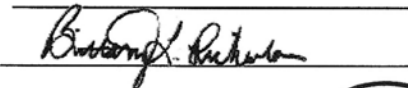
President

(SEAL)

Attest The Ohio Casualty Insurance Company

(2)

By



Brittany L. Richardson

(Attorney in Fact)



(1) Contractor

(2) Surety

Seal No. 3609



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company

POWER OF ATTORNEY

Principal: Ajules Construction LLC

Agency Name: Marengo Insurance Agency

Bond Number: 999280009

Obligee: Village of Green Oaks

Bond Amount: (\$435,252.00) Four Hundred Thirty-five Thousand Two Hundred Fifty-two Dollars And Zero Cents

Contract Amount: (\$435,252.00) Four Hundred Thirty-five Thousand Two Hundred Fifty-two Dollars And Zero Cents

Bid Bond Amount: (10% of Bid Amount) Ten Percent of Bid Amount

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint **Brittany L. Richardson** in the city and state of **MARENGO, IL**, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 28th day of March, 2021.



The Ohio Casualty Insurance Company

By: 

David M. Carey, Assistant Secretary

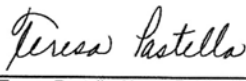
STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY SS

On this 28th day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: 

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 31st day of August, 2023.



By: 

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

APPENDIX E – PERFORMANCE BOND

THIS INSTRUMENT WITNESSETH: That we (1) A Jules Construction, LLC a (2) Corporation organized under the laws of the State of (3) Illinois and regularly authorized to do business in the State of (3) Illinois as Principal, and we (4) Ohio Casualty Insurance Company a (2) Corporation organized under the laws of the State of (3) Massachusetts and regularly authorized to do business in the State of (3) Illinois as Surety, are held and firmly bound unto the Village of Green Oaks hereinafter called the Owner in accordance with a Contract hereinafter referred to, in the penal sum of (5) Four hundred thirty-five thousand two hundred fifty two dollars (\$ 435,252.00) lawful money of the United States, well and truly to be paid unto the said Owner, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents:

WHEREAS, the said Principal has entered into a written contract with the Owner dated August 29, 2023 for the work designated as the "Memorial Garden Project – 14450 W. Buckley Road" in conformity with Contract Documents hereby referred to and made a part hereof, the same to all intents and purposes as if written at length herein, in which Contract the said Principal has contracted to perform the work specified in said Contract in accordance with the terms thereof;

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his (its) part, and satisfy all covenants, terms, conditions and agreements incurred by the Principal in the performance of said Contract, during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and shall satisfy all claims and demands arising thereunder, and shall fully indemnify and save harmless the Owner from all cost and damage which the Owner might suffer by reason of the failure of the Principal to do so, and shall fully reimburse and repay to the Owner all costs, damages, and expenses which the Owner may incur in making good any default by the Principal, including any default based upon failure of the Principal, to fulfill his obligation to furnish maintenance, repairs, or replacements for any period of time after the Work is completed, if provided for in said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

In addition, the Principal and Surety, jointly and severally, expressly guarantee that all materials furnished and workmanship performed under the Contract and in the construction of the Work shall fulfill all requirements of the Contract and the Contract Documents with respect to them. This bond shall remain in effect for a period of one year from the date of final acceptance.

-
- (1) Contractor.
 - (2) Sole Proprietor, Partnership, or Corporation.
 - (3) State in which project is located.
 - (4) Surety – **IMPORTANT** – Surety companies executing Bonds must hold certificates of authority as acceptable sureties (31CFR223) and be authorized to transact business in the state where the project is located.
 - (5) 100 percent of the Contract.



Bond Number 999280009

Incorporated January 25, 1960

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Contract Documents accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Contract Documents.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in several counterparts, each one of which shall be deemed an original, this the 31 day of August, 2023.

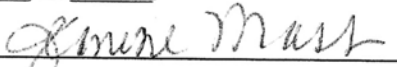
(SEAL)

Attest A Jules Construction, LLC

(1)

By

Title



Jeanine Mass

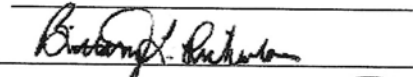
President

(SEAL)

Attest The Ohio Casualty Insurance Company

(2)

By



Brittany L. Richardson

(Attorney in Fact)



Seal No. 3609

(1) Contractor

(2) Surety



APPENDIX F – LABOR AND MATERIALS PAYMENT BOND FORM

THIS INSTRUMENT WITNESSETH: That we (1) A Jules Construction LLC a (2) Corporation organized under the laws of the State of (3) IL and regularly authorized to do business in the State of (3) IL as Principal, and we (4) The Ohio Casualty Ins. Co. a (2) Corporation organized under the laws of the State of (3) MA and regularly authorized to do business in the State of (3) IL as Surety, are held and firmly bound unto the Village of Green Oaks hereinafter called the Owner in accordance with a Contract hereinafter referred to, in the penal sum of Four hundred thirty-five thousand two hundred fifty two dollars \$435,252.00 (5) (\$) lawful money of the United States, well and truly to be paid unto the said Owner, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

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NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully satisfy all claims and demands incurred by the Principal of said Contract, and shall pay all obligations arising thereunder, and shall fully indemnify and save harmless the Owner from all cost and damage which the Owner might suffer by reason of the failure of the Principal to do so, and shall fully reimburse and repay to the Owner all costs, damages, and expenses which the Owner may incur in making good any default by the Principal, and shall promptly make payment to all persons supplying labor, equipment or materials for use in the prosecution of the work, whether by subcontractor or otherwise, and including all insurance premiums on said work as provided for in such Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

In addition, the Principal and Surety, jointly and severally, expressly guarantee that the Owner will be held harmless from any liens, claims, demands or obligations in conjunction with materials or services provided with respect to this Contract. This bond shall remain in effect for a period of one year from the date of final acceptance.

The Owner may sue on this Bond, and any person furnishing material or performing labor, either as an individual or as a Subcontractor, shall have the right to sue on this Bond in the name of the Owner for his use and benefit.

-
- (1) Contractor
 - (2) Sole Proprietor, Partnership or Corporation
 - (3) State in which project is located
 - (4) Surety – **IMPORTANT** – Surety companies executing Bonds must hold Certificates of authority as acceptable sureties (31CFR223) and be authorized to transact business in the state where the project is located.
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Bond Number 999280009

Incorporated January 25, 1960

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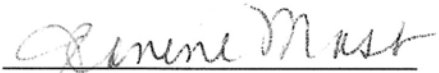
(SEAL)

Attest A Jules Construction, LLC

(1)

By

Title



Jeanine Mass

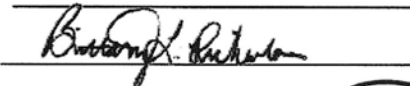
President

(SEAL)

Attest The Ohio Casualty Insurance Company

(2)

By



Brittany L. Richardson

(Attorney in Fact)



(1) Contractor

(2) Surety

Seal No. 3609



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company

POWER OF ATTORNEY

Principal: Ajules Construction LLC

Agency Name: Marengo Insurance Agency

Bond Number: 999280009

Obligee: Village of Green Oaks

Bond Amount: (\$435,252.00) Four Hundred Thirty-five Thousand Two Hundred Fifty-two Dollars And Zero Cents

Contract Amount: (\$435,252.00) Four Hundred Thirty-five Thousand Two Hundred Fifty-two Dollars And Zero Cents

Bid Bond Amount: (10% of Bid Amount) Ten Percent of Bid Amount

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint **Brittany L. Richardson** in the city and state of **MARENGO, IL**, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 28th day of March, 2021.



The Ohio Casualty Insurance Company

By:

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY ss

On this 28th day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 31st day of August, 2023.



By:

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Incorporated January 25, 1960

IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

For the Owner

Village of Green Oaks _____ (SEAL)
(Owner)

By: _____

Attest: _____

(Title)

For the Contractor (If a Corporation)

By A Jules Construction LLC 2405 Timberline Tr. Woodstock IL 60098 (SEAL)
(Individual's Name)

Attest: A Jules Construction LLC (CORPORATE SEAL)
(Secretary) more prudent

For the Contractor (If a Partnership)

By _____ (SEAL)
(General Partner)

Attest: _____ (CORPORATE SEAL)
(Secretary)

For the Contractor (If a Joint Venture)

By _____ (SEAL)
(Name)

Attest: _____ (CORPORATE SEAL)
(Secretary)

END OF DOCUMENT

Village Wish List - FY 23-24								
Project	Project Description	GL Acct #	Est. Project Cost	Grant Funding	Grant Source	Developer-Private-VOGO Share	Village Share	left to pay fy23-24
LOCAL ROAD REHABILITATION FUND								
1	Road Improvement Project 23-24 - Year 5 % Total includes No. 1, 1a, 1b & 1c	07-10-101-5210	\$ 697,410		\$ 100,000	\$ 597,410	Ben's \$	
1a	O'Plaine Road FDR		\$ 379,120	RIP	MFT	\$ 302,599	Paid	
	MFT (100k, est)	02-380-10 & 06-304-00		\$ 286,386		\$ 76,521	Left to Pay	\$ 76,521
1b	SSA 14 Street Repair Cranbrook FDR		\$ 355,600					
1c	Pavement Maintenance Total	07-10-101-5120	\$ 182,590					
	*Crack Sealing		\$ 50,000	mft project in sept '23		\$ 50,000	Left to Pay	\$ 50,000
	*Striping		\$ 5,000			\$ 5,000		\$ 5,000
	*Street Sweeping		\$ 5,000			\$ 5,000		\$ 5,000
	*Reclamite		\$ 122,590			\$ 107,013		\$ 107,013
ROAD & BRIDGE FUND ~ CONTRACTUAL SERVICES								
2	Street Sign Replacement & Sign Installation							
2a	Stop Signs (Standard) *Inventory 125 *30 Stop Signs Per Yr for 3 Yrs		\$ 50,000			\$ 15,000	\$50k total project cost	
2b	Street Name Signs (Standard) *Inventory 98						Ben's \$	
2c	Street Name Signs w/ Logo & Decorative Poles (Collector Rds & Arterials) *Inventory 25		\$ 30,000			\$ 30,000	\$30k is for all 25	
2d	Basic Poles - Inventory 100						Ben's \$	
2e	Decorative Poles ~ \$1,250 ea pole installed						Ben's \$	
2f	Radar Feedback Sign Trailer or Post Mounted *Atkinson & Guerin Rds		\$ 15,000	Done		\$ 15,000	Ben's \$	

Village Wish List - FY 23-24								
Project	Project Description	GL Acct #	Est. Project Cost	Grant Funding	Grant Source	Developer-Private-VOGO Share	Village Share	left to pay fy23-24
ROAD & BRIDGE FUND ~ CONTRACTUAL SERVICES - Continued								
3	Pedestrian Facilities (Bike Paths & Sidewalks)		\$ 333,000		\$ 282,000	\$ 51,000	Paid	
3a	O'Plaine Rd Sidewalk Construction		\$ 250,000		\$ 263,000	\$ 22,000		
3b	O'Plaine Rd Sidewalk Engineering		\$ 35,000				rip fund	
3c	Lexington Rd Sidewalk Construction		\$ 28,000	DGS 50% Spli	\$ 14,000	\$ 14,000	\$29,000	\$ (29,000)
3d	Lexington Rd Sidewalk Engineering		\$ 20,000	DGS 50% Spli	\$ 5,000	\$ 15,000	ogs to pay us	
GENERAL FUND ~ CONTRACTUAL SERVICES								
4	Ecological Services						Get \$	
4a	Dennis Dorsey Conservation Area (Reigate Woods)	01-40-101-5195	\$ 3,910	project in sept '23		\$ 3,910		\$ 3,910
4b	Saddle Hill I Ecological Restoration & Vegetation	01-40-101-5200	\$ 9,250	project in sept '23		\$ 9,250		\$ 9,250
4c	Lake Kathryn	01-40-101-5210	\$ 13,930	project in sept '23		\$ 13,930		\$ 13,930
4d	14450 W. Buckley Rd Memorial Garden Ecological Resotration & Lot Improvements	01-40-101-5220	\$ 154,302	project in fy23-24 & 24-25		\$ 154,302	\$4,302 ecological \$150k lot improvememnts	\$ 435,252
GENERAL FUND ~ CAPITAL EXPENDITURES								
5	Village Hall Improvements	01-30-101-5445					Get \$	
5a	Plumbing							
5b	Fire Detection							
5c	Alarm Detection							
5d	Interior Improvements ~ Front & North Doors						Get \$	
5e	Village Hall Wall Sign & Landscaping					\$40k-\$50k	Jeremiah's \$	
GENERAL FUND ~ CAPITAL EXPENDITURES								
6	Flock Safety	01-20-101-5240				\$ 20,000	pay in fy23-24	\$ 20,000
7	Subdivision Entrances Beautification	01-30-101-5440					Future	
7a	Planning							
7b	Engineering							
7c	Construction							

Village Wish List - FY 23-24								
Project	Project Description	GL Acct #	Est. Project Cost	Grant Funding	Grant Source	Developer-Private-VOGO Share	Village Share	left to pay fy23-24
PUBLIC WORKS FUND ~ CONTRACTUAL SERVICES								
9	Bradley Rd Ditch Clearing/Storm Sewer Replacement		\$ 89,000					
	Construction		\$ 74,000	\$ 7,500				
	Engineering		\$ 30,000		WMB			
9a	*Saddle Hill I Basin Improvements		\$ 130,000		DCEO	\$ 130,000	\$ 20,000	
	Engineering		\$ 130,000				Future	
9b	*Lexington Rd Lift Station Lining		\$ 120,000			\$ 120,000	working on	
	Construction		\$ 100,000		maybe pay in fy 24-25		construction in spring	
	Engineering		\$ 20,000			\$ 20,000	design in winter	\$ 20,000
PUBLIC WORKS FUND ~ CONTRACTUAL SERVICES								
10	Rockland Road Sanitary Sewer Extension		\$ 66,250			\$ 59,500	*in the hands of the property owners	
	Spectrum Escrow has \$7k towards connection			\$ 6,750			Enact special connection fee to recoup difference from property owners	
PUBLIC WORKS FUND ~ CONTRACTUAL SERVICES								
TRAILS								
11	Trails	04-30-502-5450	\$ 5,000			\$ 5,000	on going	
11a	Saddle Hill II HOA Path					\$ 30,000		\$ 30,000
PUBLIC WORKS FUND ~ CONTRACTUAL SERVICES								

Village Wish List - FY 23-24								
Project	Project Description	GL Acct #	Est. Project Cost	Grant Funding	Grant Source	Developer-Private-VOGO Share	Village Share	left to pay fy23-24
SSA NO#14							done	
12	Possible Special Service Area - SSA #14		\$ 2,089,251		\$ 1,795,251		*Bond Funded	
12a	Construction Cranbrook		\$ 770,000		\$ 770,000	\$ -	Roads covered under 1b	
12b	Engineering Cranbrook		\$ 88,000					
	Construction Kenton		\$ 822,500					
	Engineering Kenton		\$ 98,700					
	Construction Cranbrook-Kenton Interconnect		\$ 262,500					
	Engineering Cranbrook-Kenton Interconnect		\$ 31,500					
12c	Legal & Bonding		\$ 16,051					
12d	Watermain Extension from Kenton to Forest Glen ssa 14							
	TOTALS		\$ 1,921,952	\$ 329,636	TBD		ARPA is \$530,322 & rip is \$286,386	\$ 746,876
Bond Obligations		Face Amount	Interest Rate	Estimated Annual Pymt FY 23-24	Carrying Amount as 4.30.23	Maturity Date	Carrying Amount as 12.30.23	
Gen'l Obligation Bonds Series 2014 (Atkinson Rd)		\$ 1,780,000	2.00 - 3.00 %	\$ 177,400	\$ 1,197,600	12/1/2028	\$ 1,020,200	
Gen'l Obligation Bonds Series 2019 RIP Bond		\$ 3,500,000	. 2.00 -%	\$ 248,400	\$ 4,235,200	12/1/2038	\$ 3,986,800	
Gen'l Obligation Bond Series 2019A (TIF)		\$ 4,000,000	2.00 - 3.00 %	\$ 468,500	\$ 3,612,800	12/1/2029	\$ 3,144,300	
Gen'l Obligation Bonds Series 2021		\$ 1,200,000	. 3.00 -%	\$ 36,000	\$ 1,176,600	12/1/2034	\$ 1,140,600	
Special Service Area #11 *Matures 1/2028		\$ 1,225,000	4.25 - 4.65 %	\$ 93,605	\$ 462,989	01/1/2028	\$ 369,384	
Special Service Area #13 *Matures 12/41		\$ 665,000	. 3.00 -%	\$ 53,065	\$ 665,000	12/1/2041	\$ 611,935	
Special Service Area #10 *Matures 9/2022 *Completed		\$ 1,125,000	2.00 - 4.00 %	\$ -		12/15/2022	\$ -	
				\$ 1,076,970	\$ 11,350,189		\$ 10,273,219	

Village Wish List - FY 23-24								
Project	Project Description	GL Acct #	Est. Project Cost	Grant Funding	Grant Source	Developer-Private-VOGO Share	Village Share	left to pay fy23-24
Future Contractual Obligations		Face Amount	Interest Rate	Estimated Annual Pymt	Carrying Amount as 4.30.22	Maturity Date	Carrying Amount as 12.30.22	
Sheridan Payment (est. \$230k per year)		\$ 3,489,050		\$ 220,000		2020-2038		
	Professional Annual Administration-Engineering, Legal & Planning est. \$150k per yr							
*Payment in Dec of '22 was \$219,391.71								
The Village approved an IGA w/ the LFPD for both Green Oaks Senior Living & the Sheridan @ Green Oaks Projects				\$ 214,000				
Professional Annual Administration-Engineering, Legal, Planning (est. \$150K per yr)				\$ 150,000				
Libertyville Fire Protection District Total Number of Emergency Calls June 1 thru May 31st				\$ 25,907		Paid in June 2023		
TOTAL BOND & FUTURE CONTRACTURAL OBLIGATIONS				\$ 1,510,970.0			\$ 10,707,219.00	

Village Wish List - FY 23-24								
Project	Project Description	GL Acct #	Est. Project Cost	Grant Funding	Grant Source	Developer-Private-VOGO Share	Village Share	left to pay fy23-24
POTENTIAL FUTURE PROJECTS								
1	Waukegan Second Water Connection						Not recommended	
1a	<i>Watermain Extension from Lexington Rd to Atkinson Rd</i>		\$ 1,050,000			\$ 1,050,000	3000 lf @\$350 per foot	
1b	<i>Preliminary Engineering Costs</i>		\$ 10,000			\$ 10,000	FY 24-25	
1c	<i>*Equestrian Oaks (from Rodmell Ct to Braemore Close in Reigate Woods)</i>		\$ 120,000			\$ 120,000	not priority	
2	Bradley Road Year 1 - Phase 1 - Traffic Study							
2a	<i>Bradley Road Year 1 - Phase 1 - Study if 3 lane configuration is warranted</i>		\$ 68,000		DCEO GRANT	\$ 68,000	not done ?	
3	*Guerin Road		\$ 400,000			\$ 100,000	Phase 1, 2 & 3 Total is \$400k	
3a	<i>Phase I Engineering-Determine Cross Section/Alignment</i>		\$ 25,000	\$ 70,000	ITEP GRANT	\$ (45,000)		
4	Water Distribution *ARPA Eligible	05-30-501-5650	\$ 1,158,144	\$530,321.88	ARPA Eligible	\$ 854,327	Future	
4a	<i>LCPWD Secondary Interconnect</i>		\$ 225,000			\$ 225,000	Ben's \$	
5	Drainage/Wetland Mitigation	05-30-501-5660	\$ 466,572		ARPA Eligible		Future	
5a	*Meadowhaven Creek Restoration		\$ 233,286			\$ 218,286	2219 has structural flooding	
5b	<i>Construction</i>		\$ 216,286					
5c	<i>Engineering</i>		\$ 17,000					
	<i>SIRF (Stormwater Infrastructure Repair Fund) \$ upon project completion</i>			\$ 15,000	SIRF			
	DRAFT #3 (3.7.23)							

TIF District Projects & Tasks Schedule

Project#	Project Description	Est Break Down	Total Project Cost	Status/Comments
1	Land Acquisition & Easements			On-going
1a	*Legal	\$ 97,000		
1b	*Engineering	\$ 27,500		Conceptual Plans only after purchase is made
1c	*Planning	\$ 27,500		Truck City \$1.2M & Herky \$1.2M
1d	*Capital Projects	\$ 3,300,000		Truck City bid was placed \$1.325M
	TOTAL PROJECT COST		\$ 3,452,000	
2	Rt 176 Widening Project IDOT			\$1,350,000 total cost
2a	*Engineering	\$ 433,200		
2b	*Planning			
2c	*Capital Projects			
	TOTAL PROJECT COST		\$ 433,200	
3	Matching Grant Program *Clean-Up/Signs/Blight Elimination Program			
3a	*Legal			
3b	*Engineering			
3c	*Planning			
3d	*Capital Projects	\$ 25,000		
	TOTAL PROJECT COST		\$ 50,000	
4	Marketing/Signs *3 left to purchase - Herky, Nagel & Laura			
4a	*Legal			
4b	*Engineering			
4c	*Planning			
4d	*Capital Projects	\$ 45,490		
	TOTAL PROJECT COST		\$ 45,490	
5	Intermodal Train Station/Feasibility Study			On-going - To Be Discussed
5a	*Legal			
5b	*Engineering			
5c	*Planning			
5d	*Capital Projects			
	TOTAL PROJECT COST			
6	Streetscape Including Rt 176			Total Project Cost
6a	Route 176 Streetscape Project Phase 2 Section 1	\$ 163,951		FY 22-23 (estimated cost)
6b	Route 176 Streetscape Project Phase 2 Section 2			FY 22-23 (winter/spring of '22, bid price)
	Construction	\$ 199,678		
	Engineering	\$ 10,000		
7	Route 176 Streetscape Environmental Stewardship/Maintnenance			ask Ben
	TOTAL PROJECT COST		\$ 373,629	

TIF District Projects & Tasks Schedule

8	Baker Rd Design Guidelines & Ord Review		\$ 15,000	Jeremiah - To come up with alternative design standards for Baker Road Area.
		Total 1-7	\$ 4,354,319	
Potential Future Projects				
9	Land Acquisition *Rondout Iron & Metal 13808 W. Rockland Rd			Discussion
9a	*Separate Parcel vacant landlocked used as apart of operation 13604 W. Rockland Rd			"
9b	*Stars Fence 13620 W. Rockland Rd.			"
9c	*13640 W. Rockland Rd. "Carol Fisher's old house"			"
10	Watermain Replacement (Subject to IGA w/ Lake County)		\$ 2,491,000	Easements Needed/Sewer-Water Projects? Ask Bill 11.4.21
11	Herky Dr Reconstruction (Bond?)		\$ 370,500	TBD
12	Herky-Baker Loop Drive		\$ 795,820	TBD
13	Undergrounding of Aerial Utilities for Baker Road Only		\$ 1,500,000	TBD
14	Laura Ln Reconstruction (Private)		\$ 1,624,725	TBD
15	Laura Ln/Nagel Dr Emergency Connection (Private)		\$ 166,250	TBD
16	Laura Ln North (Connecting Atkinson to Laura Ln) (Private)		\$ 3,016,425	TBD
17	Bradley to Atkinson Extension/Feasibility Study (2017 Report)		\$ 6,124,375	TBD
18	Undergrounding of Aerial Utilities		\$ 7,645,000	TBD
19	Baker Road Design Guidelines & Ord. Rev.		\$ 15,000	Jeremiah - To come up with alternative design standards for Baker Road Area.
	Bond Obligations	Maturity Date	Cost	
	Inland Bond - Series 2019A (avg annual pymt over 10 yrs \$456,572.50)	12/1/2029	\$ 3,213,350.00	
	Future Contractural Obligations	Maturity Date	Cost	
	Sheridan Payment (est. \$230,000 per year)	2020-2038	\$ 3,489,050.00	
	Professional Annual Administration-Engineering, Legal, Planning (est. \$150K per yr)	Future	\$ 2,250,000.00	
	TOTAL FIXED & ESTIMATED FUTURE COST:		\$ 8,952,400.00	
1	West Rondout Drainage Improvements		\$ 488,375	COMPLETE-June 2019
2	IL Rt 43 Widening (Turn Lane)		\$ 570,000	COMPLETE-2017
3	Atkinson Widening (Turn Lane)		\$ 166,250	COMPLETE-2017
4	Rt 176 Widening Project Initial Activities		\$ 25,000	COMPLETE-January 2020
5	Televising Sanitary Sewer		\$ 72,200	COMPLETE-August 2020
6	Revolving Loan Program est.		\$ 250,000	COMPLETE-January 2020
7	Sanitary Sewer Repairs/Replacement		\$ 93,000	COMPLETE-Summer 2020
8	Rt 176 & Bradley Rd Intersection including Bradley Rd Extension & Bradley Rd to Herky Dr Connector (Inland Bond)		\$ 3,700,000	COMPLETE-Winter 2020

NORTH SHORE SIGN COMPANY, INC.
 1925 INDUSTRIAL DRIVE
 LIBERTYVILLE, IL 60048
 847-816-7020

Invoice

Date	Invoice #
9/5/2023	123843

Bill To
VILLAGE OF GREEN OAKS 2020 O'PLAINE ROAD GREEN OAKS, IL 60048

Job Location
GREEN OAKS BUSINESS DISTRICT RTE. 176 & BRADLEY RD. GREEN OAKS, IL 60048

S.O. No.	P.O. No.	Terms	Ordered By
19334		Net upon receipt of ...	

Qty	Description	Rate	Amount
	Furnish and install of new large business ID/promotion sign - As per Quotation	19,390.00	19,390.00

Sales Tax (8.5%) \$0.00

Total \$19,390.00

Payments/Credits \$0.00

Balance Due \$19,390.00



Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number INV-19566
Invoice Date: 7/28/2023
Due Date: 8/27/2023
Payment Terms: Net 30
PO#:

Bill To: IL - Green Oaks
2020 O'plaine Road
Libertyville, Illinois, 60048

Ship To: IL - Green Oaks
2020 O'Plaine Road
Libertyville, Illinois 60048

Billing Company Name: IL - Green Oaks
Billing Contact Name: Denise Kafkis
Billing Email Address:
Billing Phone:

Payment Terms: Net 30
Contracted Billing Structure: 100% Upfront

Notes:

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety Falcon ®	2	3,000.00	\$420.00	\$6,420.00
Professional Services - Standard Implementation Fee	2	650.00	\$0.00	\$1,300.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.
Link to Location of Services: <https://planner.flocksafety.com/public/42219af3-fba2-455e-946a-2f0eccc62b0>

Subtotal: \$7,300.00
Credit: \$0.00
Sales Tax: \$420.00
Total: \$7,720.00

Payment Remittance Information

Pay by Check:

Pay by ACH:

If you have questions about your invoice or need to update your billing contact information, please email
billing@flocksafety.com.



INVOICE

Flock Group Inc dba Flock Safety

www.flocksafety.com

Invoice Number INV-19566

Invoice Date: 7/28/2023

Due Date: 8/27/2023

Payment Terms: Net 30

PO#:

Payable to: Flock Group Inc
Memo: INV-19566
Mail to: PO Box 121923
Dallas, TX 75312-1923

If paying by check, please include the remittance slip below.

Account Legal Name: Flock Group Inc.
Account Number: 3302113966
Account Type: Checking
Routing / SWIFT Code:
121140399 / SVBKUS6S

If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....
Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via Flock Group Inc
USPS: PO Box 121923
Dallas, TX 75312-1923

Or

If sending via Flock Group Inc
UPS, FedEx or 891923
USPS: 150 North Plano Rd. STE 100
Richardson, TX 75081

Account: IL - Green Oaks

Invoice # INV-19566

Amount Due: **\$7,720.00**

Amount Enclosed: \$ _____

CRYSTAL LAKE BANK
& TRUST COMPANY, N.A.[®]
A WINTRUST COMMUNITY BANK

Current Date: August 30, 2023
Account Number: 6004240103
Capture Date: October 19, 2022
Item Number: 5250600007048
Posted Date: October 19, 2022
Posted Item Number: 292000434
Amount: 31,459.40
Record Type: Debit

MARIAN F. KREUTZER LIV TR DTD 9/22/1997
MARCY KUMPULA, TRUSTEE
STEVEN KREUTZER, TRUSTEE
1731 E GRAND AVE
LINDENHURST IL 60046-7815

MARIAN F. KREUTZER LIV TR DTD 9/22/1997
1731 E GRAND AVE
LINDENHURST, IL 60046

70-2578/719

1852

DATE

10-17-22

PAY TO
THE ORDER OF

NP Paying

\$ 31,459.40

Thirty one Thousand Four Hundred Fifty Nine

DOLLARS

CARY BANK
& TRUST[®]

A branch of Crystal Lake Bank & Trust Company, N.A.
WINTRUST COMMUNITY BANK

PLATINUM[™]
PREFERRED

+ 40/100-

Marcy Kumpula

MEMO

⑆071925787⑆ ⑈6004240103⑈ 1852

JPMorgan Chase Bank 101852 620903 905520051888

AT
NAME OF FINANCIAL INSTITUTION
DATE
CHECK NUMBER AND DATE OF REMITTANCE DEPOSIT ONLY
DO NOT WRITE IN THESE SPACES

*NP C Bank Paying
784147936*

INVOICE

Bill To

Steve Kruetzer
220 Baker Rd
Lake Bluff, IL 60044
(847) 514-4093

Leeco Glass

1127 Bellwood Avenue
Bellwood, IL 60104
Phone: (708) 207-6555
Email: mascoproperties@icloud.com

Payment terms 30 Days
Invoice # 3558
Date 08/31/2023

Description	Total
7 windows 61" X 98" dark bronze thermal glass and metal	\$10,290.00
4 each windows 45" X 50" with thermal metal and glass 1 window will have panel15 for AC installation.	\$2,240.00
5 operable windows 30" wide X 24" tall	\$4,250.00
Subtotal	\$16,780.00
Total	\$16,780.00



Signed on: 09/21/2022
Steve Kruetzer

CRYSTAL LAKE BANK
& TRUST COMPANY, N.A.[®]
A WINTRUST COMMUNITY BANK

Current Date: August 31, 2023
Account Number: 6004240103
Capture Date: July 12, 2023
Item Number: 5250600007562
Posted Date: July 12, 2023
Posted Item Number: 193000475
Amount: 6,150.00
Record Type: Debit

MARIAN F. KREUTZER LIV TR DTD 9/22/1997
MARCY KUMPULA, TRUSTEE
STEVEN KREUTZER, TRUSTEE
1731 E GRAND AVE
LINDENHURST IL 60046-7815

MARIAN F. KREUTZER LIV TR DTD 9/22/1997		70-2578/719	1957
1731 E GRAND AVE			
LINDENHURST, IL 60046		DATE	<u>7-11-23</u>
PAY TO <u>Leeco Glass</u>		\$ <u>6,150.00</u>	
THE ORDER OF			
<u>Six Thousand one Hundred Fifty Dollars + 00/100</u>		DOLLARS ☒ ☐	
CARY BANK		PLATINUM™	
& TRUST®		PREFERRED	
A branch of Crystal Lake Bank & Trust Company N.A.			
WINTRUST COMMUNITY BANK		<u>Marcy Kumpula</u> MP	
MEMO			
⑆071925787⑆ ⑆6004240103⑆ 1957			

☐ CHECK HERE FOR MOBILE OR REMOTE DEPOSIT ONLY
AT
NAME OF FINANCIAL INSTITUTION
DATE
DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

LEECO
DEPOSIT

CRYSTAL LAKE BANK
& TRUST COMPANY, N.A.[®]
A WINTRUST COMMUNITY BANK

Current Date: August 31, 2023
Account Number: 6004240103
Capture Date: May 15, 2023
Item Number: 5250600000962
Posted Date: May 15, 2023
Posted Item Number: 135000961
Amount: 8,390.00
Record Type: Debit

MARIAN F. KREUTZER LIV TR DTD 9/22/1997
MARCY KUMPULA, TRUSTEE
STEVEN KREUTZER, TRUSTEE
1731 E GRAND AVE
LINDENHURST IL 60046-7815

MARIAN F. KREUTZER LIV TR DTD 9/22/1997
1731 E GRAND AVE
LINDENHURST, IL 60046

70-2578/719

1933

DATE 5-12-23

PAY TO Lee Co Glass \$ 8390.00
THE ORDER OF

Eighty Three Hundred Ninety Dollars + 00/100 DOLLARS ☒ Security Features
Do Not Remove or Destroy

CARY BANK
& TRUST[®]

A branch of Crystal Lake Bank & Trust Company, N.A.
A WINTRUST COMMUNITY BANK

PLATINUM[™]
PREFERRED

Marcy Kumpula MP

MEMO

⑆071925787⑆ ⑈6004240103⑈ 1933

☐ CHECK HERE FOR MOBILE OR REMOTE DEPOSIT ONLY
AT Lee Co Glass NAME OF FINANCIAL INSTITUTION
DATE 5-12-23
DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

CRYSTAL LAKE BANK
& TRUST COMPANY, N.A.[®]
A WINTRUST COMMUNITY BANK

Current Date: August 31, 2023
Account Number: 6004240103
Capture Date: February 14, 2023
Item Number: 5250600003584
Posted Date: February 14, 2023
Posted Item Number: 45000587
Amount: 2,240.00
Record Type: Debit

MARIAN F. KREUTZER LIV TR DTD 9/22/1997
MARCY KUMPULA, TRUSTEE
STEVEN KREUTZER, TRUSTEE
1731 E GRAND AVE
LINDENHURST IL 60046-7815

MARIAN F. KREUTZER LIV TR DTD 9/22/1997 70-2578/719 1899
1731 E GRAND AVE
LINDENHURST, IL 60046
DATE 2-10-23

PAY TO Lee Co Glass \$ 2240.00
THE ORDER OF
Twenty Two Hundred Forty dollars & 00/100 DOLLARS ☒ Security Features
CARY BANK PLATINUM[™]
& TRUST[®] PREFERRED
A branch of Crystal Lake Bank & Trust Company, N.A.
WINTRUST COMMUNITY BANK
MEMO 4 windows Marcy Kumpula MP
⑆071925787⑆ ⑆6004240103⑆ 1899

☐ CHECK HERE FOR MOBILE OR REMOTE DEPOSIT ONLY
AT
NAME OF FINANCIAL INSTITUTION
DATE
DO NOT WRITE ABOVE OR BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE



Incorporated January 25, 1960

Building & Community Development Monthly Report

September 5, 2023

To: Building Chairman, Pete Furlong

From: Julie Goodman

Subject: August 2023 Building & Community Development Monthly Report

- ***Building & Community Development:***

- o Total Permit Fees Collected YTD \$274,433.12
- o Total Green Oaks Fees YTD \$98,298.47
- o Total Estimated Cost of Construction Permitted YTD \$11,783,322.00
- o Total 167 Occupied Properties/Businesses~91 Vacant Properties~12 Land/Storage Use
 - 13 New Businesses
 - 166/167 Paid Business

- **Total Permits Issued YTD**

- o Construction 148
- o Burning 57
- o Tree Removal 3
- o Overweight 1
- o Inspections 475

- **Total Violations: 36 Issued YTD**

Respectfully Submitted,

Julie Goodman



Village of Green Oaks

2020 O'Plaine Road • Green Oaks, IL 60048 • (847)362-5363 • Fax (847)362-5375

TIF GRANT PROGRAM APPLICATION



APPLICANT INFORMATION (circle if "owner" or "tenant")			
Property Owner X		Tenant	
Other:			
Name of Applicant	Tim Bulger		
Title	Purchasing Manager		
Business Name	Peter Baker & Son Co.		
Address	1349 Rockland Road		
City/State/Zip Code	Green Oaks, IL 60044		
Zoning Class		PIN Number	
Phone #	847-362-3663 x 113	Fax #	847-362-0707
Email Address	tbulger@peterbaker.com		

The following items should be attached the final application:

1. **ONE SET** of all of the documentations specified herein must be attached to this application.
(Partial submissions are not acceptable, and will not be processed)
2. The following information must be reviewed by the Village Board for final approval.
3. Attach this sheet (checked off) with the information specified below:
 - ☒ **Letter of Financial Commitment** – Addressed to the Village of Green Oaks detailing: a) total façade improvement cost of at least \$10,000.00, b) requested grant amount equal to the lesser of 50% of total eligible project cost or \$25,000, and c) commitment and capacity to fund total project cost.
 - ☒ **Property Owner Certification or Property Owner's Consent**
 - ☒ **Proof of Property/Liability Insurance**
 - ☒ **Pictures of Existing Façade** (At least two)



Cost Estimates from Contractors (At least 2) – One bid, if work is being done by property owner or tenant



Final Contractor Documents – Contract for material/labor, cost estimate, schedule of completion, license, and insurance



Façade Improvement Documents – Detailed proposed improvements

- Construction Plans/Drawings with material being used
- Site Plan with elevations, showing improvements drawn to scale
- Final Designed rendering and architect cost estimates
- Landscape Plan or Signage Plan

Applicant will be liable for all costs to any of Applicant's contractors, materialmen, laborers and others performing the work. The grant provided under this program will not be paid unless and until Applicant provides to the Village adequate evidence of payment in full for the cost of the approved work and the work has been determined by the Village to be in conformity with all applicable building, fire, and zoning codes. Adequate evidence of payment shall consist of invoices marked as "paid in full," final waivers of mechanics lien rights, and such other evidence of payment as the Village may reasonably require.

If this application is approved, the amount to be reimbursed to Applicant shall be the lesser of (i) the amount committed for the grant or, (ii) 50% of the actual cost paid by applicant for the work, or portion thereof approved under this grant program.

The Village of Green Oaks expressly reserves the right to: a) reject any or all applicants, b) request more information, and c) cancel the program at any time, in its sole and exclusive discretion.

By signing this document, the applicant agrees they: a) shall comply with all Village, State, and Federal statutes and ordinances, b) are solely responsible for the selection of the contractor, securing proof of their licensing, and c) will obtain proof of completion and payment to contractors for façade improvements.

IM BULGER

Applicant's Name (Print)

8/3/2023

Date

PURCHASING MANAGER

Title

[Signature]
Signature of Applicant

The Village of Green Oaks expressly reserves the right to reject any or all applicants or to request more information from any and/or all applicants in its sole and exclusive discretion.

For more information, please contact the Village President, Bernard Wysocki

Phone: 847-362-5363 or Email: Bernard.Wysocki@greenoaks.org



Village of Green Oaks

2020 O'Plaine Road • Green Oaks, IL 60048 • |847|362-5363 • Fax |847|362-5375

PROPERTY OWNER CERTIFICATION

Dear Village of Green Oaks,

I/We, PETER BAKER 3 SON CO.,
(Name/Business Name)

Am/Are the owner/s of the property located at:

1349 ROCKLAND ROAD GREEN OAKS, IL 60044
(Address, City, State)

In the Village of Green Oaks, I/We plan to participate in the Village of Green Oaks' Façade Improvement/Blight Elimination Program and will follow the necessary procedures in order to receive financial assistance by the Village of Green Oaks for the façade improvement to my property.

Sincerely,

ROB BAKER - VICE-PRESIDENT

Property Owner Name & Title (Print)

Rob Baker

Property Owner(s) Signature(s)

8/13/23

Date

The Village of Green Oaks expressly reserve the right to reject any or all applicants or to request more information from any and/or all applicants in its sole and exclusive discretion.

For more information, please contact the Village President, Bernard Wysocki

Phone: 847-362-5363 or Email: Bernard.Wysocki@greenoaks.org

Village of Green Oaks TIF Grant Project Property Owner Cert. (10/23/2019)

Page 10



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/03/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DS&P Insurance Services Inc 1900 E Golf Road #650 Schaumburg IL 60173	CONTACT NAME: Bob Schutz Darlene Finlon PHONE (A/C, No, Ext): (847) 485-2421 FAX (A/C, No): (847) 934-6180 E-MAIL ADDRESS: dfinlon@dspins.com
INSURED AR Land Company and Peter Baker & Son Co. 1349 Rockland Rd Lake Bluff IL 60044	INSURER(S) AFFORDING COVERAGE INSURER A: Phoenix Insurance Company 25623 A+XV INSURER B: The Charter Oak Fire Ins. Co. 25615 A+XV INSURER C: Travelers Prop Cas Co of America 25674 A+XV INSURER D: Travelers Indemnity of America 25666 A+XV INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** Cert ID 39833**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		DT-CO-2792C785PHX23	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		810-0N163823-23-26-G	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		CUP1T753045-23-NF	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N N/A	UB8M608587-23-26G	04/01/2023	04/01/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Property-Blkt all bldgs		QT6600S038031TIA22	12/20/2022	12/20/2023	Blanket Buildings-All risk \$ 9,535,865

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

CERTIFICATE HOLDER**CANCELLATION**

Sample Certificate

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Peter Baker & Son Co.

Established 1915

Lake Bluff • Lakemoor • Marengo • North Chicago

August 30, 2023

Letter of Financial Commitment

To: Village of Green Oaks – TIF Grant

To participate in the Village of Green Oaks' façade improvement program, Peter Baker & Son Co. has obtained an estimate totaling \$28,469.00. We are requesting a grant amount of \$14,234.50, fifty percent of the total project cost.

Our company is committed to the façade improvement program and possesses the capacity to fund the total project cost.

Regards,



Aaron Jackowski – Controller
224-424-4302
aaron@peterbaker.com

1349 Rockland Road • Lake Bluff • Illinois • 60044 • Ph: 847-362-3663 • Fax: 847-362-0707
www.PeterBaker.com



2023 Peter Baker & Son Co. Office Painting Project

Proposed improvements:

1. Remove overgrown bushes, prune trees, and move mulch away from building in preparation for repair and painting work. (JMR Landscaping)
2. Power wash building in preparation for Dryvit, and crack repairs needed to building. (AMD Powerwashing. Part of Allegiant Painting proposal)
3. Repair Dryvit material of building. (A-1 Drywall & Plastering)
4. Perform priming and painting the building. (Allegiant Painting)

Timeline:

1. Landscape work. Completed 8/31/23
2. Power washing 9/10-9/11 in preparation for Dryvit repairs.
3. Dryvit repairs to start following power washing on 9/12.
4. Power washing to be conducted after repairs in preparation for painting.
5. Project to be completed by end of September.

Price Breakdown

Option #1

JMR Landscaping \$2,250

Bob Anderson Construction \$30,000

Total = \$32,250

Option #2

JMR Landscaping \$2,250

A-1 Drywall & Plastering \$11,000

Allegiant Painting \$15,219

Total = \$28,469







PREF-WORK



PETER BAKER & SON CO. - 2023 PLANT REMOVALS

PETER BAKER & SON CO.
1349 ROCKLAND ROAD
LAKE BLUFF, ILLINOIS 60044

Sales: Jorge Aguilar

Peter Baker & Son Co. - 2023 Plant Removals
1349 Rockland Road Lake Bluff, Illinois 60044

Est ID: EST2213453

Date: Aug-30-2023

This Contract ("Agreement") made on date signed below, by and between JMR Landscaping, LLC, with a mailing address of 1930 Innovation Way, Suite 210, Libertyville, IL 60048 (hereinafter referred to as "Contractor") and client named above (hereinafter referred to as "Customer") with job site address as listed above.

Contractor proposes to furnish the material and perform the labor necessary to complete the project as specified in this agreement.

	Billing Type	Season Price	OK?
Plant Removals	Per Visit	\$1,450.00	☐

Remove:

- Front of building, removing ALL shrubs except 3 trees (As seen on PDF with images)
- Left Side of building has 3 Shrubs overgrown(option to dormant prune is attached) , Removing and redoing concept planting would be a better alternative. Shrubs grow fast and typically get as a big as the windows.
- Right side of building, Removing everything around the sign, Tree by the sign stays, all other shrubs get taken out.

Removing Mulch off the side of the building to have painters paint building. (removing enough around the building to expose area worked on , roughly 8in away from building.

DORMANT PRUNING - Option	Per Visit	\$800.00	☐
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Includes pruning of the 3 shrubs on the left side of the building (3)

WARRANTY

Contractor warrants that all work will be completed in a workmanlike manner conforming to the standard practices of the landscape industry. With respect to any service which Customer believes does not comply with the terms of this agreement, Contractor shall have the right to investigate the quality of the service in question. This warranty is the only warranty either expressed, implied or statutory, upon which any service is performed. This warranty does not apply if payment has not been made in full or the account is not current. Contractor carries insurance for the protection of Customer from any action based on injury to the persons or property of others by reason of any work done hereunder.

TERMINATION

This agreement may be terminated by Customer upon thirty (30) days written notice. Customer will not receive any refund of fees previously paid for this contract.

COLLECTION

Customer shall pay reasonable attorney's fees to Contractor in the event Contractor must engage an attorney to enforce collection or to preserve and protect their rights under this agreement. This agreement shall be governed by Illinois law.

INDEMNIFICATION

Owner, customer, association or property management agree to indemnify, defend, and hold harmless Contractor, its owners, employees and subcontractors from any claim, injury, loss, damage, cost or expense caused by Customer, including attorney's fees, incurred or suffered by Contractor, its owners, employees or subcontractors.

PAYMENT TERMS

1.) 50% Down Payment - with the remainder of contract value invoiced and due upon completion.

Payment is to be made by cash, personal check, certified check, money order or electronic funds transfer. A service charge of \$35.00 will be charged for any returned checks. If the account becomes past due, Contractor may, without notice, suspend its obligation to perform services until Contractor receives all amounts past due. If service is resumed after discontinuance for nonpayment and additional work is required to return the property to normal conditions, Contractor reserves the right to charge accordingly. Late payments will be assessed a 1.5% monthly finance charge per month and the Customer is responsible for all collection costs associated with collecting monies owed for the work performed.

Note: This proposal may be withdrawn if not accepted within 30 days of the above date.

By signing this agreement, you are accepting the proposal and authorizing Contractor to perform said project under the terms herein. Any alterations or deviations from above specifications involving extra costs will be executed only upon written agreement by the client and will become an extra charge over and above the original contract. All agreements are contingent upon strikes, accidents or delays beyond the control of Contractor.

This agreement contains the entire understanding between the parties, and all of its terms, conditions and covenants shall be binding upon and shall inure to the benefit of the respective parties and their heirs, successors and assigns. No modification or waiver here-under shall be valid unless in writing and is signed by both parties hereto. In witness whereof, the parties hereto have executed this agreement on the date and year first above written.

In witness whereof, these parties agree to be legally bound by the terms of this Agreement and caused this Agreement to be executed by their duly authorized representatives, as follows:

Customer

JMR Landscaping, LLC

(Printed Name)

Christopher Russo

(Signature of Customer)

(Date of Signature)

(Date of Signature)

JMR Landscaping, LLC
1930 Innovation Way, Suite 210
Libertyville, Illinois
60048

P.224-715-5275

jmrlandscapingllc.com
info@jmrlandscapingllc.com

page 1 of 1

OPTION #1

BOB ANDERSON CONSTRUCTION, INC.

204 Hazelwood Dr. Lindenhurst, Il. 60046
224/643-7996 Office. 224/643-7694 Fax
Anderson7291@att.net

Proposal

To: Jeremy Huntington
Company: Peter Baker & son, Co.
Project: Painting Buildings
Address: 1349 Rockland Rd. Lake Bluff, Il. 60044

Work to be preformed:

Power wash for a clean surface

Repair EIFS surface cracks ready for paint

Spray all surfaces with 2 coats of Dry-Vit demandit advantage high performance acrylic paint

Protect all doors & windows with clear plastic & tape

Clean-up done daily

We will supply a rented boom lift for this project

Base Bid:	Building #1	\$17,500.00
	Building #2	\$12,500.00

*any questions please contact Bob Anderson at 847/651-1371, thank-you.

OPTION #2

Peter Baker
Tim Bulger
1349 Rockland Rd
Lake Bluff, IL 60044



Proposal # 285339
Proposal Date 6/1/2023
Proposal Amount \$15,219.00
Job Address 1349 Rockland Rd
Lake Bluff, IL 60044

Allegiant Painting
27992 Route 120 Unit 20/11
Lakemoor, IL 60051
Phone: (224) 241-9835

Product / Service	Quantity	Price	Subtotal	Tax	Total
AMD Powerwashing Professional & Licensed Power Wash Company	1.00	\$800.00 / Ea	\$800.00	\$0.00	\$800.00
Pre-Dryvit Repair Wash					
• Building 1 (Full Wash) • Building 2 (Full Wash)					
AMD Powerwashing Professional & Licensed Power Wash Company	1.00	\$800.00 / Ea	\$800.00	\$0.00	\$800.00
• Pre-Paint Wash					
Exterior Painting Preparation:	168.00	\$70.00 / Ea	\$11,760.00	\$0.00	\$11,760.00
• Pressure Wash Exterior (AMD Power Washing - separate line item) • Scrape and sand to remove loose or peeling paint • Spot prime bare surfaces as needed • Trench Perimeter (To paint underneath where grass has grown, dirt or rocks have risen next to surface) • Re-Caulk All Windows (If Applicable) • Dryvit/Stucco to be patched prior to Allegiant arrival • Tape All Window Panes To Ensure Straight Lines (If Applicable) • Plastic All Windows (If Applicable)					
Application Areas:					
• Repaint All Body Walls					
Brand of Paint:					
• Sherwin-Williams					
Product:					
• Exterior Latitude					
Sheen:					
• Satin					
This quote does not include:					
• Concrete Walkways, Porches, or Decks • Soffits/Fascia/Gutters • Galvanized Metal • Screen Enclosure Metal • Attached or Detached Structures unless otherwise stated					

**Any unforeseen damages or repairs will be an additional charge unless otherwise stated.*

Building #1 \$8,000

Building #2 \$3,760

SW - Latitude	40.00	\$42.85 /	\$1,714.00	\$0.00	\$1,714.00
Sherwin Williams Exterior Paint		Ea			
• Customer to choose color • Satin Finish					

Misc. Material	1.00	\$145.00 /	\$145.00	\$0.00	\$145.00
Rosin, Plastic, Tape, OSI Quad, Etc.		Ea			

Subtotal					\$15,219.00
-----------------	--	--	--	--	--------------------

Tax					\$0.00
------------	--	--	--	--	---------------

Total					\$15,219.00
--------------	--	--	--	--	--------------------

Terms and Conditions

Scope of Work: Allegiant Painting or hired subcontractors by Allegiant Painting will provide services as described above. Allegiant Painting or hired subcontractors by Allegiant Painting will provide all services, labor, materials, and tools needed for the completion of services.

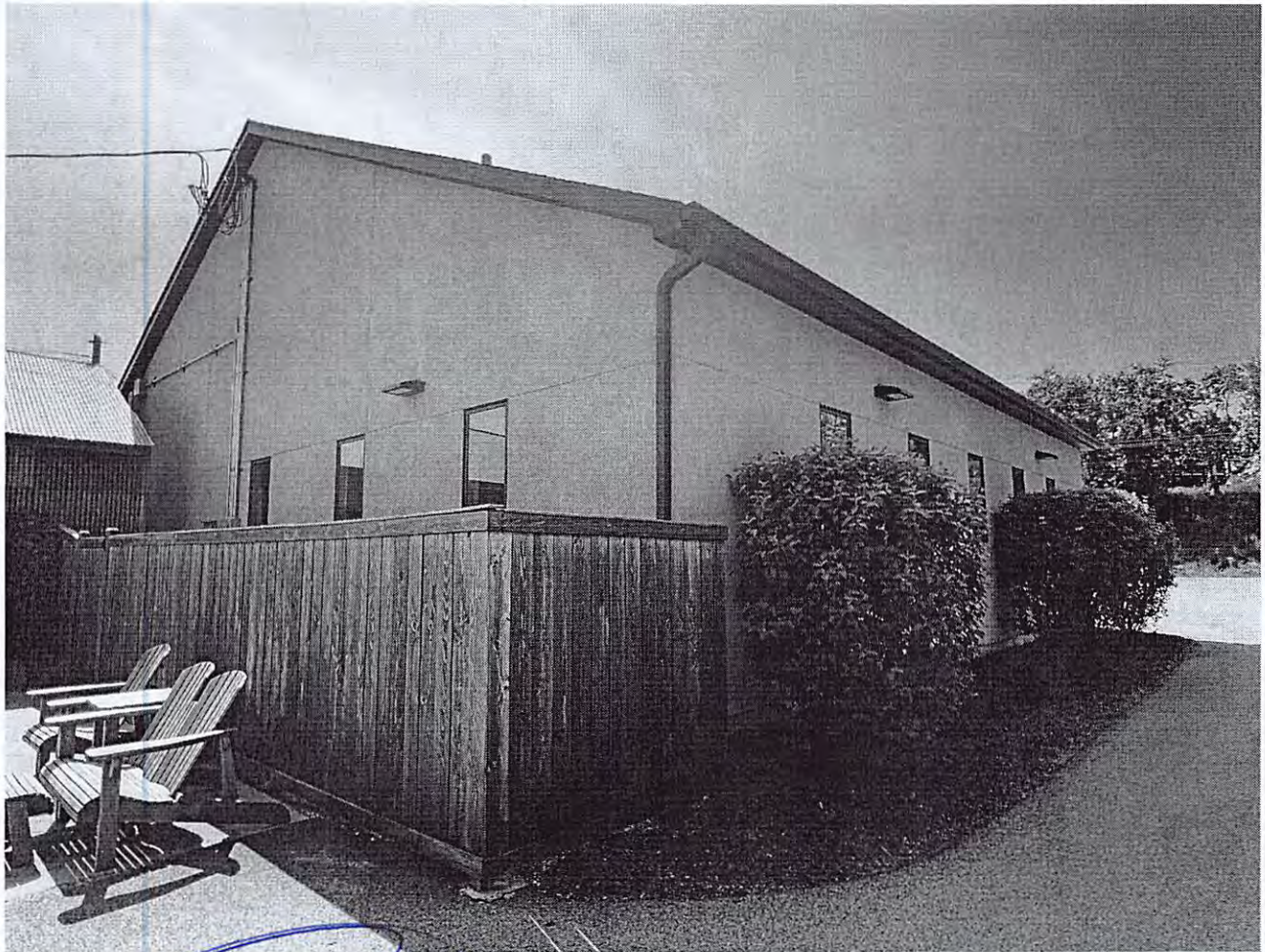
Payment Terms: Contract will be paid in 2 installments to Allegiant Painting. Draw #1 50% cleared prior to start date. Draw #2 50% at completion of contract. The customer must provide a minimum of 10 days notice of cancellation, from scheduled start date. If customer cancels less than 10 days prior to the scheduled start date, the customer forfeits 10% of total contract to Allegiant Painting LLC.

Change Order: Any deviation from the above quote involving a change in the scope of work or any additional costs will be executed only with a change order signed and dated by both Allegiant Painting and the customer. All work requested to be performed by client after start of project (not estimated) will be charged at \$90/hour per person + materials or by approved change order.

Warranty: Allegiant Painting warrants all work will be performed in a good and workmanlike manner. Any warranties or materials are subject to manufacturer terms on such products. Allegiant Painting will not be responsible for the customers dissatisfaction with final color choice or sheen.

General Notes: Garbage disposal is the responsibility of the client on new construction homes and commercial projects. In order to determine whether a surface has been properly painted it shall be examined without magnification at a distance of 4 feet, or more, under normal, finished lighting conditions (no used of handheld light source) and from a normal viewing position per PCA Standards.

Photos:



Sign And Date To Accept Proposal:

Customer Signature:

Date:

9/1/23



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
GARY E MILLER (03009)
607 N FRONT ST
MCHENRY, IL 60050-0000

CONTACT
NAME: GARY E MILLER
PHONE (A/C, No, Ext): 815-344-2626 FAX (A/C, No): 815-344-2713
E-MAIL ADDRESS: GARY.E.MILLER@COUNTRYFINANCIAL.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : COUNTRY Mutual Insurance Company	20990
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED 4518380
ALLEGIANTE PAINTING LLC
6613 AYRE DR
MCHENRY, IL 60050

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BUSINESSOWNERS GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC			AM9274760	1/7/2023	1/7/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			AB9314306	1/7/2023	1/7/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	AW9293530	1/7/2023	1/7/2024	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

WORKERS COMPENSATION EXCLUSIONS:

PROPRIETOR, PARTNER(S), EXECUTIVE OFFICER(S), MEMBERS(S) IS/ARE EXCLUDED ON WORKERS COMPENSATION BY ENDORSEMENT.

CERTIFICATE HOLDER**CANCELLATION**

PETER BAKER & SON CO
BAKER MANUFACTURING LLC
1349 ROCKLAND RD
LAKE BLUFF, IL 60044

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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A-1 Drywall & Plastering, Inc.

P.O. Box 475
McHenry, IL 60051
815.790.1099 Direct
815.363.8973 Fax

Estimate

Date	Estimate #
8/17/2023	1438

Name / Address
Peter Baker & Son Co Inc. 1349 Rockland Rd Lake Bluff, IL 60044 847-326-3663

			Project
Description	Qty	Rate	Total
Job Location: 1349 Rockland Road, Green Oaks, IL 60044 - Specifications and Notes: E.I.F.S. Repairs - (powered washed before - painted after by others.) - Existing texture Quarzputz, by Dryvit. Equipment: Peter Baker & Son Co Inc to supply lift, A-1 Drywall & Plastering, Inc. to supply scaffolding. REPAIR: Vertical and alligator cracks by mesh/base coat/ finish coat. Patching blended into existing finish, as best as possible. ** Note will be noticed by expert. ** ***160 Man hours figured for work. Any work hours over will be additional cost. *** NOTE: Front of building (by Route 176) tree & bushes need cutting back that are touching building. Also, mulch 4" above E.F.I.S. needs to be removed. TERMS: 25% due when material delivered. Balance due upon completion. All materials guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and any other necessary insurance. Acceptance of Proposal - The above pricing, specifications are satisfactory and accepted. Proposal pricing good for thirty days only. SIGNATURE:		11,000.00	11,000.00
		Total	

Signature _____

**P.O. Box 475
McHenry, IL 60051
815.790.1099 Direct
815.363.8973 Fax**

Date	Estimate #
8/17/2023	1438

Name / Address
Peter Baker & Son Co Inc. 1349 Rockland Rd Lake Bluff, IL 60044 847-326-3663

[illegible]

Signature _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER State Farm STATE FARM INSURANCE KENT ROUSE-AGENT P O BOX 246, 120 N MILWAUKEE AVE LAKE VILLA IL 60046		CONTACT NAME: PATTIE PARSONS PHONE (A/C, No, Ext): 847-356-2111 FAX (A/C, No): 847-356-2126 E-MAIL: pattie@kentismyagent.com ADDRESS:	
INSURED A-1 DRYWALL & PLASTERING 6105 WHITEOAK DR MCHENRY IL 60050		INSURER(S) AFFORDING COVERAGE INSURER A : State Farm Fire and Casualty Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:			93-L2-2593-2	05/24/2023	05/24/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		93-L2-2580-5	05/24/2023	05/24/2024	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

PETER BAKER & SON CO, BAKER MANUFACTURING LLC
C/O TIM BULER JR
1349 ROCKLAND RD
GREEN OAKS IL 60044

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Pattie Parsons

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VILLAGE OF GREEN OAKS

Bernard Wysocki, Village President

2020 O'Plaine Road
Green Oaks, IL 60048



Redevelopment Area 1: Rondout Area (Tax District) Façade Improvement/Blight Elimination Grant Program Application Packet

**Village of Green Oaks
Redevelopment Area 1: Rondout Area (Tax District)
Façade Improvement/Blight Elimination Grant Program**

Program Purpose and Benefits

The **PURPOSE** of this Draft document is to provide a general guideline for the Village of Green Oaks Façade Improvement/Blight Elimination Grant Program, generally consistent with the “Village of Green Oaks Policies and Procedures Relating to the Use of Tax Increment Financing dated January 28, 2015.”

Program’s Goals

The goal of the Façade Improvement/Blight Elimination Grant Program is to encourage owners and business tenants of existing commercial/industrial properties within the TIF District to eliminate blight through the investment in their property to improve, visually enhance, renovate and restore their building facades and property. Reimbursement of eligible Projects costing \$10,000.00 or more may be eligible for a reimbursement grant of 50% of eligible costs up to a total reimbursement of \$25,000.00.

Project Eligibility

A project is eligible for grant fund reimbursement if the following conditions are met:

1. Applicant must be the property owner, or business tenant of an existing commercial property. If business tenant is applicant owner of property must provide written consent on application.
2. Applicant, nor any of their principals may be in default of any obligations to the Village
3. Applicant must demonstrate they can fully pay for the Project, prior to grant reimbursement
4. Property must be zoned for and occupied by a commercial, mixed, or industrial use. Vacant properties are not eligible, unless occupancy is pending via a lease agreement
5. Property must be within the Tax Increment Financing (TIF) district
6. Property taxes and/or assessments, general and special, and fees and obligations to the Village must be paid and current.
7. Property has no more than two façade grants total, and one grant within a year
8. Project improvements must be at least \$10,000.00 in eligible costs
9. Project improvements must visually enhance the building’s exterior façade, and not solely used for repair of existing code violations.
10. Project improvements must comply with all Village zoning and building code requirements and all applicable permitting as required by Village ordinances.
11. Any outstanding zoning or building code violations must be corrected prior to payment of Village portion of grant.
12. The Village may require that applicant correct existing zoning and code violations.
13. The Village may require as a condition to the grant that the premises be inspected by Village code official(s). Inspections shall be both inside and outside of the structures on premises.

Project Approval & Grant Reimbursement Process

Project will be processed on a “first come- first served” basis and applicants are encouraged to apply as soon as possible as limited funds are set-aside and available each year. The overall program budget is limited by the amount included in the Annual Village Budget. Once funding is exhausted in a given year, no other grant applications will be considered in that fiscal year.

1. **Application Submittal** – *Submit a complete application*, electronically or by mail, to the Village of Green Oaks. It is recommended the applicant retain the services of a registered architect or similarly qualified design professional to prepare plans, drawings and construction specifications

on large or historical facades.

2. **Village Review & Approval** – All project applications will be first reviewed by the TIF Working Group, TIF Committee, Village Plan Commission if required, and the Village Board for final approval, subject to any special circumstances as determined by the Village Board.
3. **Village Board Approval and Letter of Commitment** – Upon Village approval, a Letter of Commitment (LOC) will be provided for applicant's signature. The LOC serves as a financial commitment by the Village to provide grant funds conditioned upon: a) project cost, b) scope or improvements, c) schedule of completion, and d) conditions for construction and any other provisions related to the project. The LOC must be signed/executed by the applicant within 15 calendar days of notification of the award.
4. **Construction & Permits** – After the LOC has been executed, applicant may award the construction contract and secure all necessary construction permits within 30 days, if applicable. Applicant must notify the Village Staff of the construction start date. Construction must be completed within 180 calendar days, or otherwise specified from start of construction. *Applicant should NOT start the façade improvement before a Letter of Commitment is signed and building permits are issued. Any work performed, materials purchased or contracts entered into prior to an executed Letter of Commitment will NOT be eligible for grant assistance.*
5. **Final Approval & Grant Disbursement** – Grant funds will be disbursed by a check payable to the applicant upon final determination project was completed and fully paid. Applicant must provide: a) proof of payment for all project costs, and b) obtain contractors' affidavits and final mechanics' lien waivers from any and all contractors, subcontractors and/or suppliers, before façade grant funds can be disbursed.
6. **Conflict of Interest Statement** – No Village of Green Oaks Official, no member of the Village Board or Commission, or any Village Employee would have any financial interest direct or indirect, in any assistance which may be provided to the Applicant or its affiliate for the project applied for.
7. Upon preliminary approval of an application, applicant must enter into a written agreement with the Village pertaining to the terms and conditions of the grant.
8. Applicant will comply with the provisions of the Illinois Prevailing Wage Act.

Miscellaneous and Other Considerations

- **Rear & Side Improvements** – Grant assistance is also available for improvements to the side and back of buildings, with the addition requirements that: a) building improvements are visible from a public street; b) existing or proposed entrances are accessible to the public from a dedicated public pedestrian pathway to a business or businesses within the building.
- **Multiple Projects** – Grants are limited to one Applicant per building per calendar year and no more than two during the life of the TIF program.
- **Project Modifications** – Modifications of "approved" façade plans, design/color, or construction materials will require the review and approval by the Village Board prior to installation. Failure to receive such approval may invalidate the façade grant award.
- **Displacement of Tenants** – No financial assistance will be provided if the project involves the permanent and involuntary displacement of tenants unless the applicant agrees to provide financial assistance to the tenants at levels consistent with the Federal Relocation and Real Property Acquisition Act, as amended.
- **Contractor Selection** – It is the sole responsibility of the applicant for determining contractor qualifications, quality of work, and professional record. The applicant will bear full responsibility for securing proof of their licensing and obtaining insurance coverage.

- **Taxation of Grant Funds** – It is the sole responsibility of the applicant to determine consequences for receipt and/or subsequent forgiveness of these funds pursuant to the Internal Revenue Code or Illinois Revenue Code as currently in force or as periodically amended.
- **Applicant will be liable for all costs to any of Applicant's contractors, materialmen, laborers and others performing the work. The grant provided under this program will not be paid unless and until Applicant provides to the Village adequate evidence of payment in full for the cost of the approved work and the work has been determined by the Village to be in conformity with all applicable building, fire, and zoning codes. Adequate evidence of payment shall consist of invoices marked as "paid in full," final waivers of mechanics lien rights, and such other evidence of payment as the Village may reasonably require.**
- **The amount to be reimbursed to Applicant shall be the lesser of (i) the amount committed for the grant or, (ii) 50% of the actual cost paid by applicant for the work, or portion thereof approved under this grant program.**

The Village of Green Oaks expressly reserve the right to reject any or all applications or to request more information from any and/or all applicants in its sole and exclusive discretion. All grants are subject to appropriation and availability of funds.

For more information, please contact the Village President, Bernard Wysocki
Phone: 847-362-5363 or Email: Bernard.Wysocki@greenoaks.org

EXHIBIT A

Eligible Project Costs

The following list contains eligible improvements which may be included under the Façade Improvement/Blight Elimination Program:

- **Exit Doors (Exterior):** Installation, repair and/or replacement of exit doors and hardware to provide public access, or where current doors do not meet the building or fire codes or it will improve the overall appearance of the building
- **Debris Elimination/Recycling/Salvaging**
- **Facia/Gutters/Downspouts:** Replacement or repair of facia, gutters and downspouts
- **Fencing:** Decorative fencing for pedestrian plazas or courtyards
- **Landscaping:** New or replacement landscaping features such as trees, flowers, fences, and benches. Limited to perennial plantings, such as trees and shrubs; construction of planter or window boxes permanently affixed to the building is included
- **Lighting:** Repair, replacement or installation of exterior building and sign lighting
- **Painting:** Exterior surface of building
- **Parking Lot:** Improvements as a part of the façade. Does not apply to rear parking area.
- **Removal of Materials:** Removal of any inappropriate or incompatible exterior finishes and materials
- **Roofs:** Repair and/or re-roofing where the effects of the repair will be visible from a public street or public parking lot and part of other façade improvements
- **Security & Beautification Through Landscaping Design**
- **Siding, Aluminum or Vinyl:** Installation, repair and/or replacement of aluminum or vinyl siding
- **Sidewalk & Parking Lot Repairs/Replacement**
- **Signs:** New, repair, replacement or removal
- **Shutters/Awnings/Canopies:** Repair, replace or additions
- **Stairs, Porches, Railings, Exits:** Repair, replacement or installation
- **Walls:** Repair of exterior walls, including cleanings (wall and/or brick), tuck- pointing, sealing, painting.
- **Windows:** Repair of frames, sills, replacement of glass and replacement of broken, rotting or otherwise defective windows
- **Walkways:** Restoration or replacement of deteriorated or hazardous sidewalks, pavers, plazas or other permanent improvements designed primarily for pedestrian use
- **Waste Stream Mitigation & Clean-Up:** Of the front yard or the side yard visible from a public street.

The following list contains ineligible improvements which may NOT be included under the Façade Improvement/Blight Elimination Program:

- Building permits fees and related costs
- Title reports and legal fees
- Extermination of insects, rodents, vermin and other pests
- Private sidewalk replacement or repair except as specified in the eligible improvements;
- Acquisition of land or buildings
- Refinancing of existing debt
- Air conditioning and/or heating facilities

- Plumbing
- Sprinkler Systems- interior and exterior
- Building Security Systems- interior and exterior
- Electrical wiring or service upgrade, except electrical work necessary to illuminate an eligible sign
- Elevator repair or installation
- Interior floor, wall, flooring and/or ceiling replacement or repair
- Working capital for businesses
- General repair/maintenance work not contributing to the overall exterior impact of the building
- Roof work and side of buildings without related improvements to façade of building
- "Sweat equity" work performed by the applicant, family members of the applicant or employees of the applicant, unless the work is done as an agent of a construction company which has provided a quote included in the original application and recommended for approval by the Village Board
- General construction oversight and project administration work performed by the applicant, family members of the applicant or employees of the applicant are not eligible

Improvements not specifically listed as eligible or ineligible are subject to review as to their eligibility or ineligibility by the Village Board in its sole and exclusive discretion. Architectural costs incurred in the project's design are eligible for grant assistance not to exceed \$1,000 to any particular property through the Façade Improvement/Blight Elimination Program.

caitlin.wagener@greenoaks.org

From: Benjamin W. Metzler <Ben.Metzler@clarkdietz.com>
Sent: Wednesday, September 6, 2023 8:31 AM
To: Mahdi Sellami
Cc: Denise Kafkis; caitlin.wagener@greenoaks.org
Subject: RE: Newsletter article

Mahdi,

The next cycle for ITEP is in 2024. The current funding opportunity is Safe Routes to School and applications are due October 2nd. The Guerin Road path would not be a good candidate for SRTS – the Bradley Road path would be a better option.

Ben

Benjamin W. Metzler, PE
Clark Dietz, Inc.
262.842.2420

From: Mahdi Sellami <mahdi.sellami@greenoaks.org>
Sent: Wednesday, September 6, 2023 8:21 AM
To: Benjamin W. Metzler <Ben.Metzler@clarkdietz.com>
Cc: Denise Kafkis <Denise.Kafkis@greenoaks.org>; caitlin.wagener@greenoaks.org
Subject: Re: Newsletter article

Hi Ben,

We may be coming up on the deadline for this. Are we ready to reapply? Can we talk about this please.

Thanks
Mahdi

On May 8, 2023, at 11:39 AM, Benjamin W. Metzler <Ben.Metzler@clarkdietz.com> wrote:

This looks good. If it is added, please remove the blurb from the roads section that covers the ITEP grant.

Benjamin W. Metzler, PE
Clark Dietz, Inc.
262.842.2420

From: Mahdi Sellami <mahdi.sellami@greenoaks.org>
Sent: Monday, May 8, 2023 10:45 AM
To: Denise Kafkis <Denise.Kafkis@greenoaks.org>; Benjamin W. Metzler <Ben.Metzler@clarkdietz.com>
Cc: caitlin.wagener@greenoaks.org
Subject: Newsletter article

Hello please article below:

Ben would you mind giving it a read to make sure what is being stated is accurate.

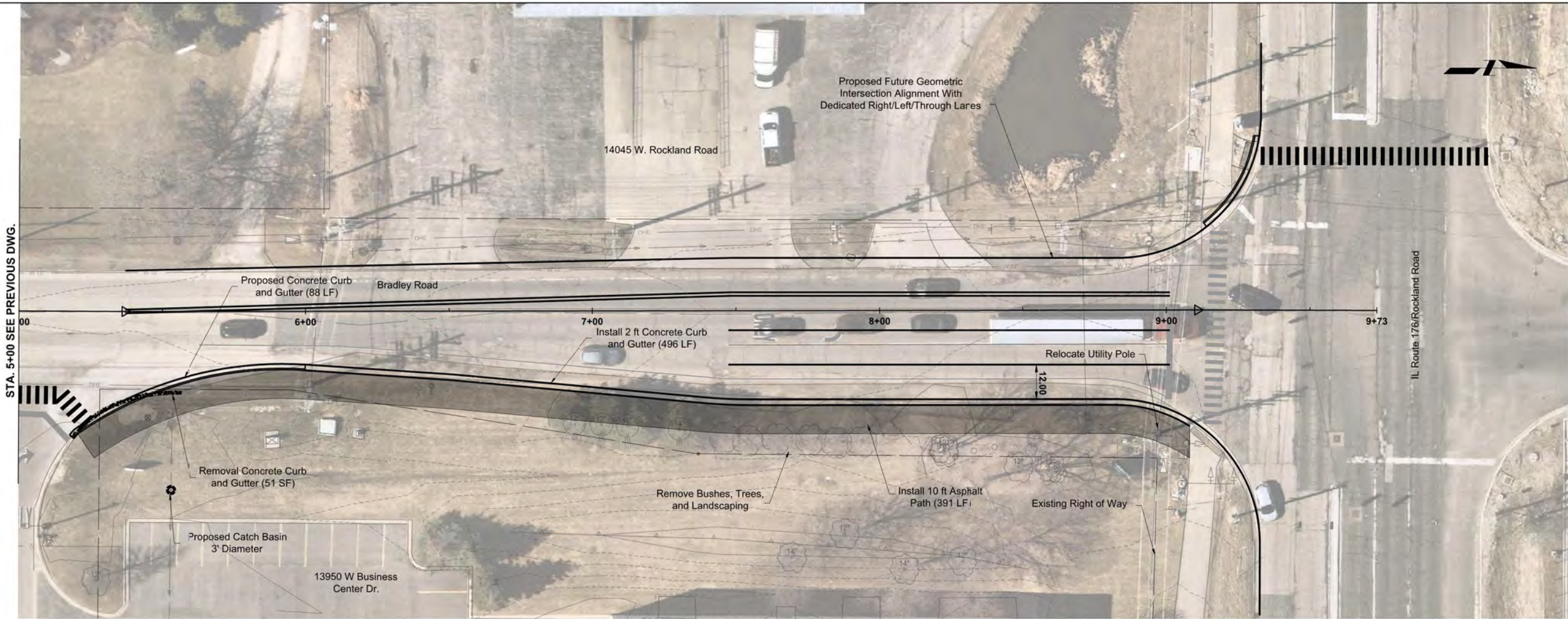
Thank you

Pedestrian/Cyclist connectivity to Independence Grove

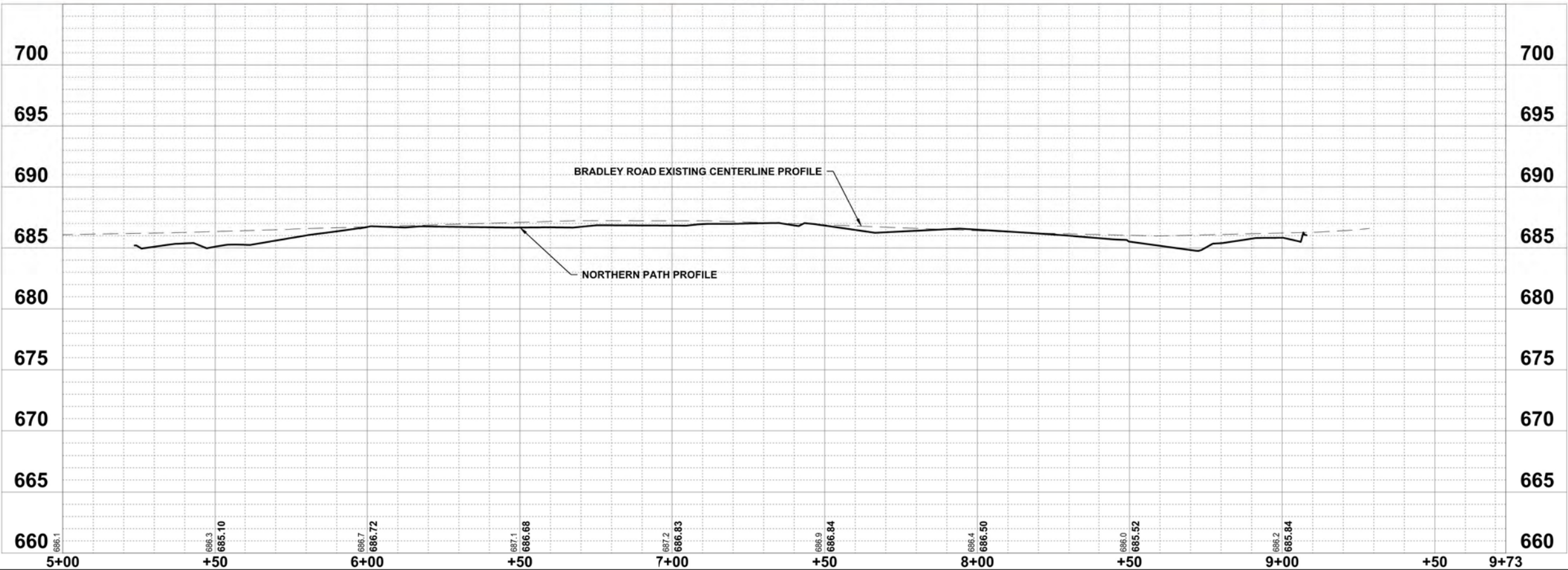
In last year's winter Newsletter, we included an article about our Village application for a government grant through ITEP (Illinois Transportation Enhancement Program) to finance a bike path along Guerin road as a safe and enjoyable option for our residents for getting to Independence Grove either by walking or biking.

We have recently received the results of that application and wanted to share that it has regretfully not been accepted. Although we are yet to receive more elaborate feedback in a formal meeting scheduled with Illinois Department of Transportation later in May, the initial one is that the program has been very competitive (215 projects of which only 72 were accepted) leading the selection process to put more weight in favor of jurisdictions that are more economically depressed and/or those that have already completed their Phase 1 feasibility study in support of their application (Our Village did not go through Phase 1 study as we were trying to finance it through the grant) We look forward to our meeting with IDOT later this month to inform our resubmission strategy for the next cycle. In the meantime, we hope you enjoy your Spring and stay safe!

Sent from my iPad



PATH OPTION 1



NOTE: DIMENSIONAL DATA IS NOT TO BE OBTAINED BY SCALING ANY PORTION OF THIS DRAWING.

ClarkDietz

625 57TH STREET
6TH FLOOR
KENOSHA, WI 53140
PHONE : 262.657.1550 WWW.CLARKDIETZ.COM

PROJECT TITLE

DESIGNED BY: _____
DRAWN BY: _____
CHECKED BY: _____
DATE CHECKED: _____

DATE	REVISION

DRAWING TITLE

**OPTION 1
NORTH SECTION**

PROJECT No.

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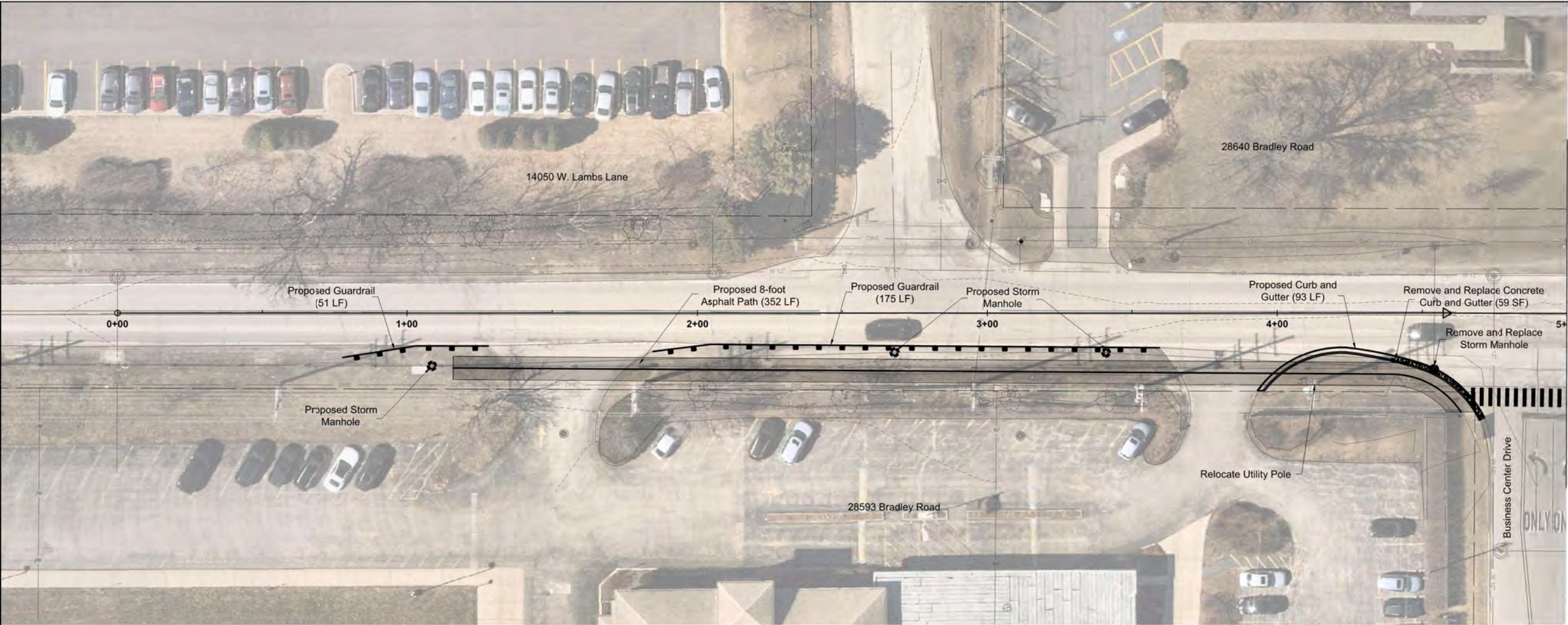
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Page 76

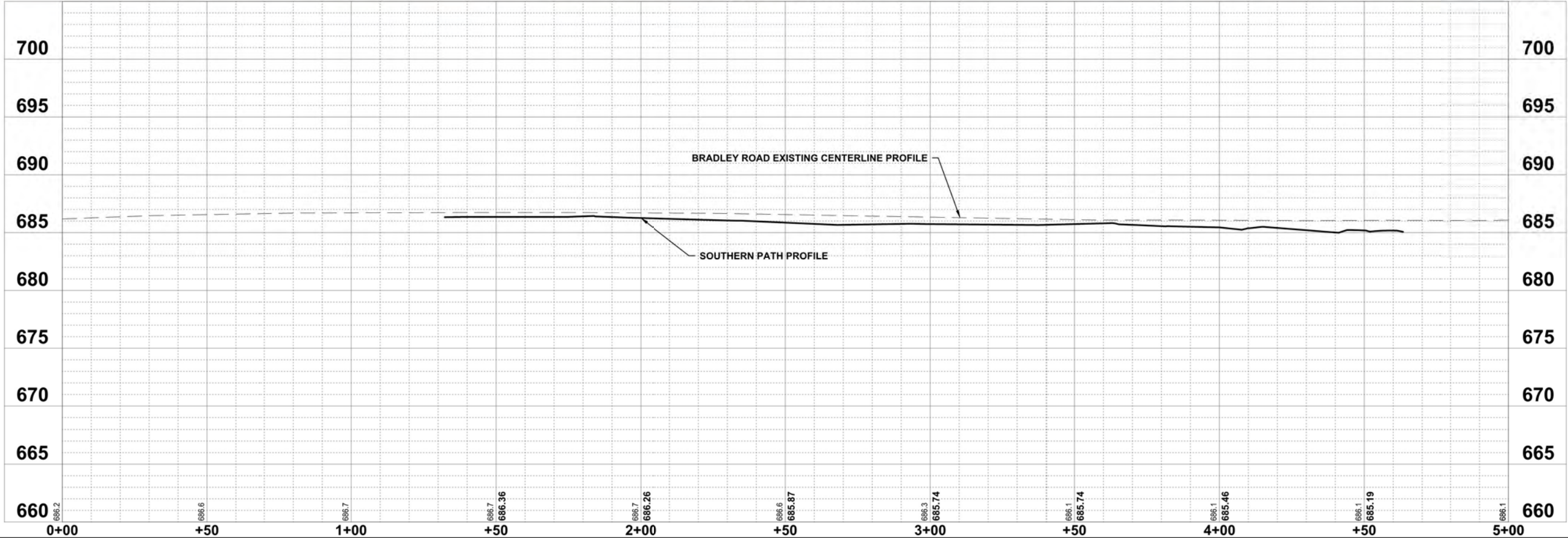
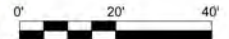
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STA. 5+00 SEE NEXT DWG.

PATH OPTION 1



NOTE: DIMENSIONAL DATA IS NOT TO BE OBTAINED BY SCALING ANY PORTION OF THIS DRAWING.

625 57TH STREET
6TH FLOOR
KENOSHA, WI 53140
PHONE : 262.657.1550 WWW.CLARKDIETZ.COM

PROJECT TITLE

DESIGNED BY: _____
DRAWN BY: _____
CHECKED BY: _____
DATE CHECKED: _____

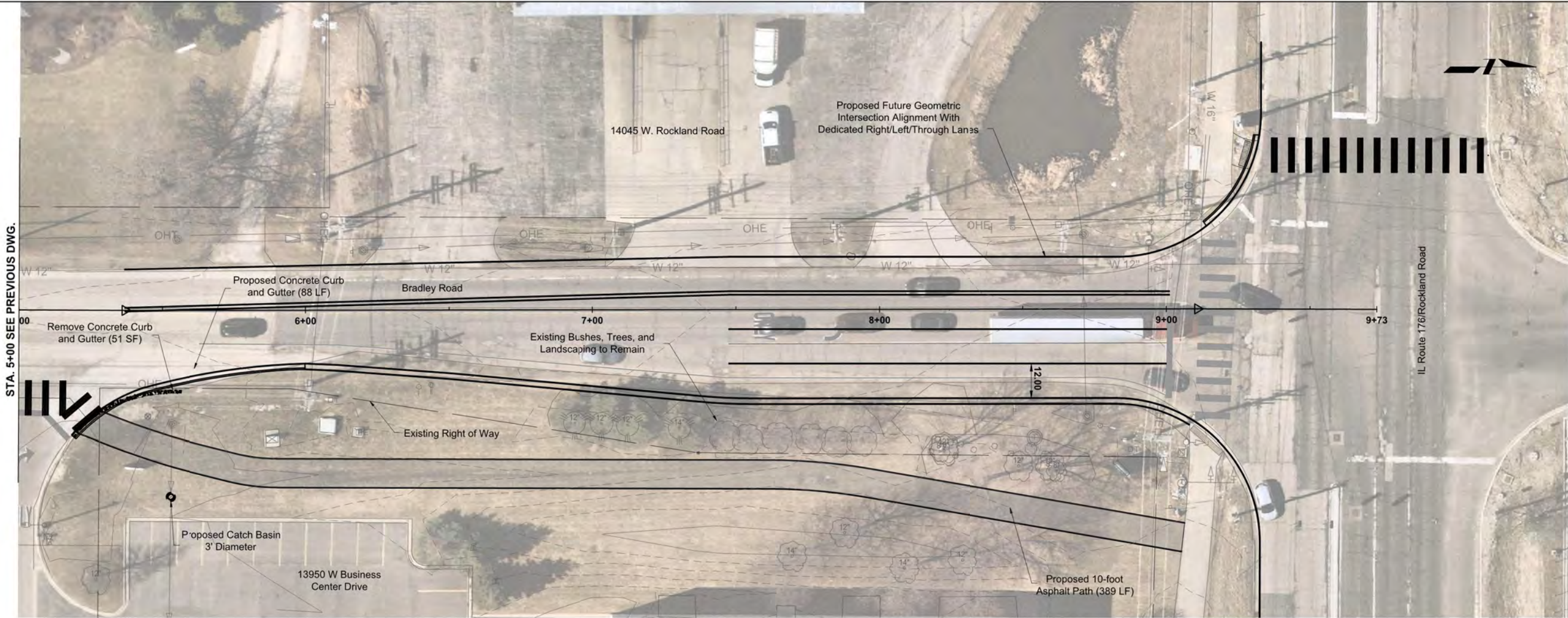
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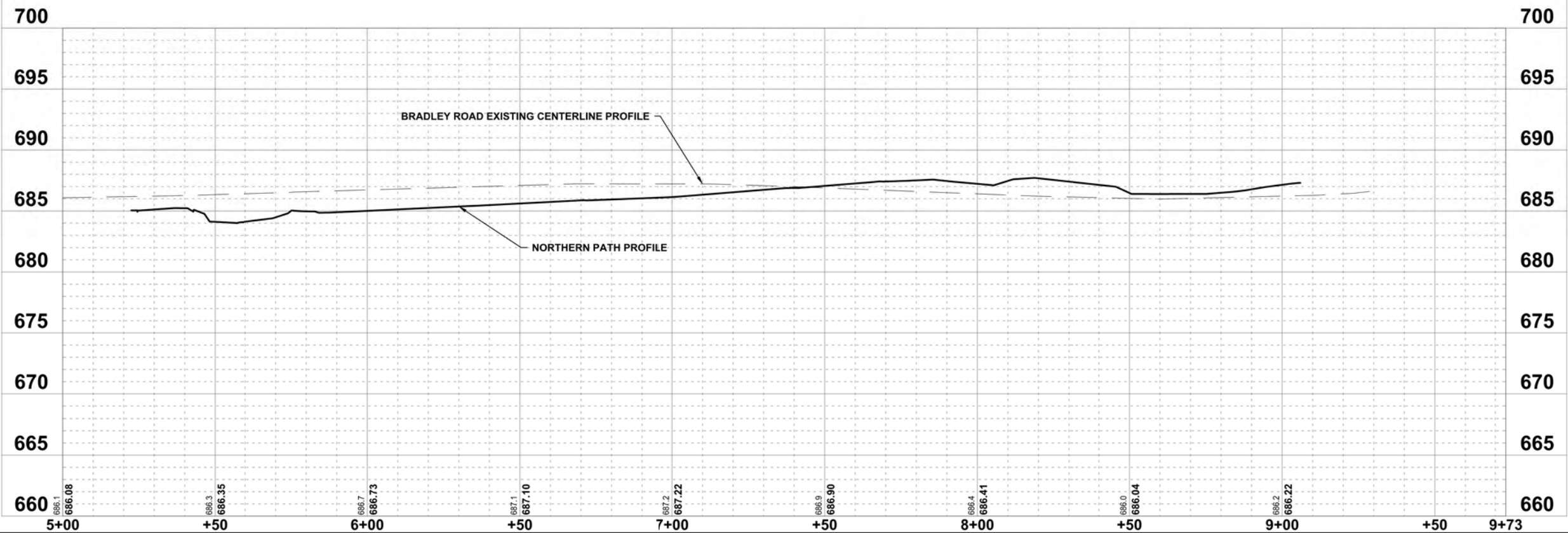
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Page 77 of 2 DWGS



PATH OPTION 2



NOTE: DIMENSIONAL DATA IS NOT TO BE OBTAINED BY SCALING ANY PORTION OF THIS DRAWING.

ClarkDietz

625 57TH STREET
6TH FLOOR
KENOSHA, WI 53140
PHONE : 262.657.1550 WWW.CLARKDIETZ.COM

PROJECT TITLE

DESIGNED BY: _____
DRAWN BY: _____
CHECKED BY: _____
DATE CHECKED: _____

DATE	REVISION

DRAWING TITLE

**OPTION 2
NORTH SECTION**

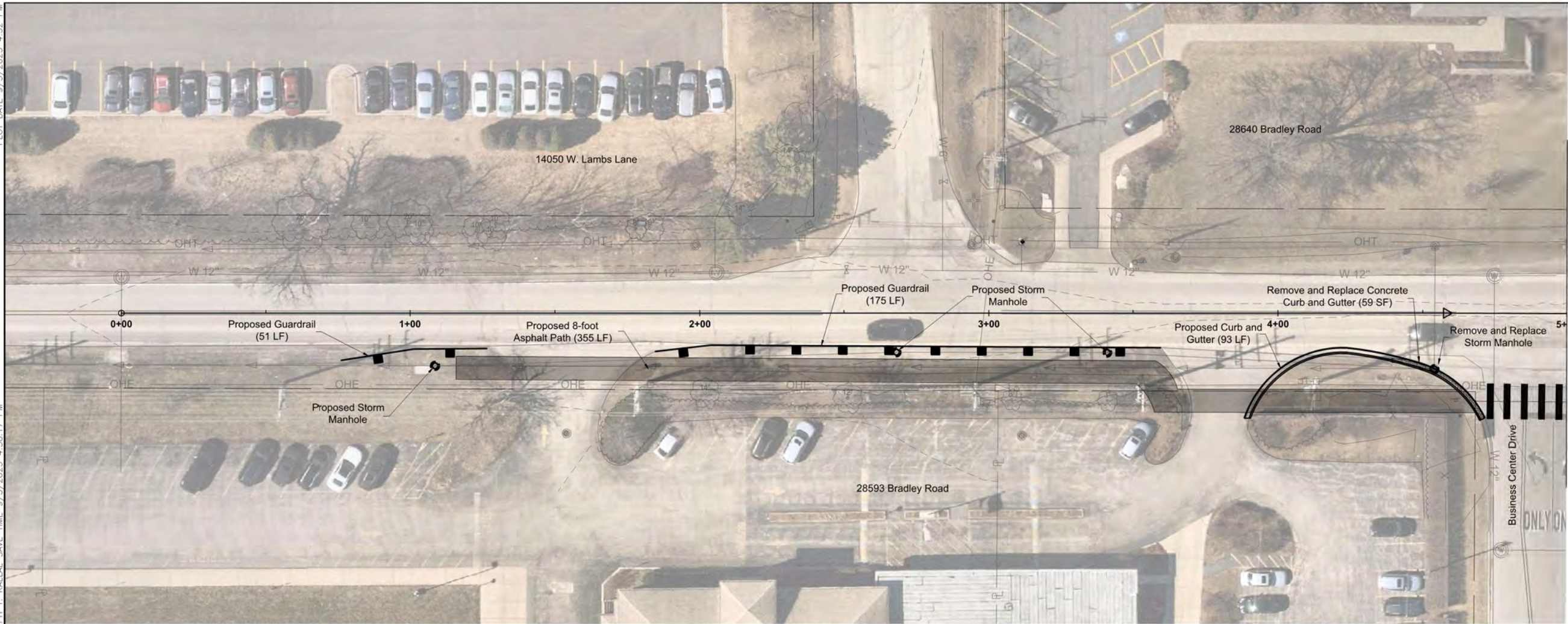
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DRAWING No.
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Page 78

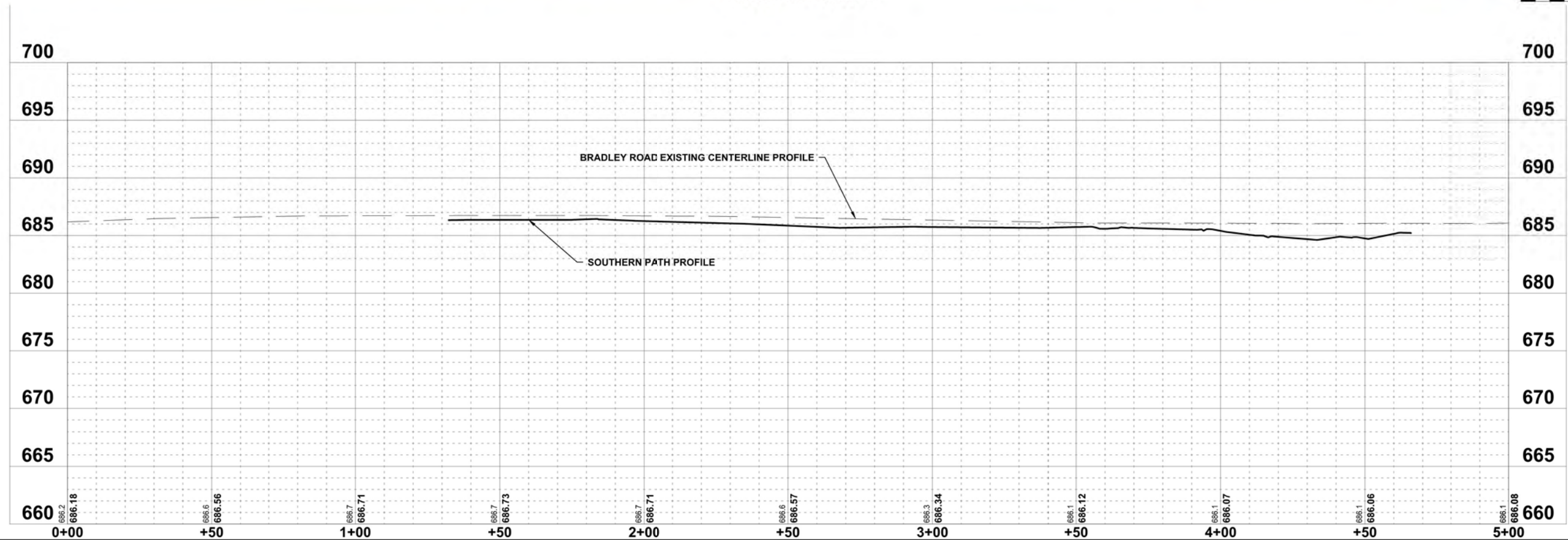
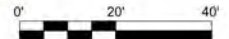
DWG 78 - 2 DWGS

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STA. 5+00 SEE NEXT DWG.

PATH OPTION 2



NOTE: DIMENSIONAL DATA IS NOT TO BE OBTAINED BY SCALING ANY PORTION OF THIS DRAWING.

625 57TH STREET
6TH FLOOR
KENOSHA, WI 53140
PHONE : 262.657.1550 WWW.CLARKDIETZ.COM

PROJECT TITLE

DESIGNED BY: _____
DRAWN BY: _____
CHECKED BY: _____
DATE CHECKED: _____

DATE REVISION

DRAWING TITLE
OPTION 2
SOUTH SECTION

PROJECT No.
??

DRAWING No.
1

Page 79 of 2 DWGS

caitlin.wagener@greenoaks.org

From: Benjamin W. Metzler <Ben.Metzler@clarkdietz.com>
Sent: Friday, August 25, 2023 9:07 AM
To: Public Works; john.wagener@greenoaks.org
Cc: Denise Kafkis; bernard.wysocki@greenoaks.org; caitlin.wagener@greenoaks.org
Subject: FW: 1301 Pearson - New SFH - Sewer Extension
Attachments: 1301 Pearson Annotated.pdf; Sanitary Master Plan.pdf

John,

The trailing email was sent to a builder representing a family that wants to move to the Village and is looking at 1301 Pearson. They has building plans prepared for a lot on Lucky Lake, but the HOA was not responsive and would not approve their plans.

At 1301 Pearson, there is available sewer but an extension is required. The attached master plan shows that lot was likely going to be serviced via a sewer from the south on Benson. The sewer could be installed south along the west lot line to service four lots to the south. I initially told the homeowner that the extension would be preferred on Pearson, but after reviewing the master plan and issue in more detail, an extension along St. Mary's will have more future benefit.

The builder wants a variance to construct a septic. I have told him the Village enforces their ordinance, and he or the buyers may be at the next COW meeting to address the board.

Please reach out if you have any questions.

Thanks.

Ben

Benjamin W. Metzler, PE
Clark Dietz, Inc.
262.842.2420

From: Benjamin W. Metzler
Sent: Friday, August 25, 2023 8:12 AM
To: scott@stoneridgebuildersinc.com
Cc: Denise Kafkis <denise.kafkis@greenoaks.org>; john.wagener@greenoaks.org; Public Works <publicworks@comcast.net>; julie.goodman@greenoaks.org; caitlin.wagener@greenoaks.org
Subject: 1301 Pearson - New SFH - Sewer Extension

Scott,

Following up on our conversation regarding 1301 Pearson.

To summarize, 1301 Pearson is located at the southeast corner of the intersection of St. Marys and Pearson Road. There is public sewer at that location – Village of Green Oaks sewer that crosses St. Marys and goes into Terre Fair subdivision. There is no sewer along the frontage of 1301 Pearson. Connection to public sewer is required due to the lot being withing 300 feet of a public sewer (measured to the closest corner of the lot). The Village also requires that a lot connecting to public sewer extend the main to the far lot line. An extension of the sewer from the aforementioned manhole south along St. Marys (200' +/-) or east along Pearson (470' +/-) is required per the Village

ordinance. Budgetary costs for sewer range from \$300-\$400 per foot, or \$60-\$80k / \$140k-\$190k depending on length. An extension along Pearson would allow for additional future connections.

Both the Village and Lake County Health Department have ordinances which require connection (links below). The Village has historically enforced their connection ordinance.

If you would like to attend a Village meeting, they are the first and third Wednesday of the month.

Code Excerpts: First, a link to the Village's ordinance requiring connection for properties within 300 feet is here: https://codelibrary.amlegal.com/codes/greenoaksil/latest/greenoaks_il/0-0-0-1485. Relevant text is:

3-5-2.B.2. - "Availability And Accessibility: In any other zoning district when installation is approved by the Lake County Board of Health and public sewer mains are not accessible within a reasonable distance or sewage connection permission is not available due to lack of capacity within the sewer mains and/or due to limiting sewer service area boundaries to be allocated by the Village Board within a reasonable period of time. As used herein "reasonable distance" shall be three hundred feet (300'), or less, from the nearest property boundary of a lot, tract or parcel upon which a single family dwelling exists or upon which a single family dwelling is to be constructed, and one thousand feet (1,000') from the nearest property boundary of an existing or proposed non-residential building, multi-family dwelling, or a proposed subdivision property boundary and for which permission to connect is required and granted by the controlling governmental authority or authorities."

The Lake County Health Department ordinance is here:

https://codelibrary.amlegal.com/codes/lakecountyyil/latest/lakecounty_il/0-0-0-14735 Relevant text is:

171.035(F) Public sewer availability. The Health Officer shall refuse to issue approval for a site plan to install, replace, or repair an onsite wastewater treatment system where a public sewer is available. A public sewer shall be deemed available when the nearest property boundary line of the property to be served is located within a reasonable distance of the public sewer connection point, and the connection is permitted by the controlling authority of the public sewer. Investigation of public sewer availability shall be conducted by the licensed onsite wastewater system installation contractor or designer and shall be indicated on a plan submitted with an application for approval.

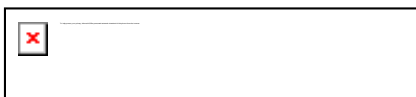
(1) Reasonable distance. A reasonable distance shall be 300 feet from the nearest property boundary of a single family dwelling, and 1,000 feet from the nearest property boundary of a non-residential, multi-family, or proposed subdivision property boundary, except where the subdivision does not result in the creation of an additional parcel or parcels. The distance shall be measured along the proposed route of the sewer, as required by the controlling authority or by other persons or agencies having authority to determine the route of the sewer.

(2) Annexation exclusion. If annexation is required by the controlling authority for permission to connect to the public sewer, the sewer shall be deemed unavailable.

(3) Pre-treatment component exclusion. The Health Officer may issue a permit to replace an OWTS pre-treatment component or lift station that is creating an imminent health hazard where a public sewer is available if the controlling authority of the public sewer does not object to the issuance of the permit.

Let me know if you have any questions.

Ben



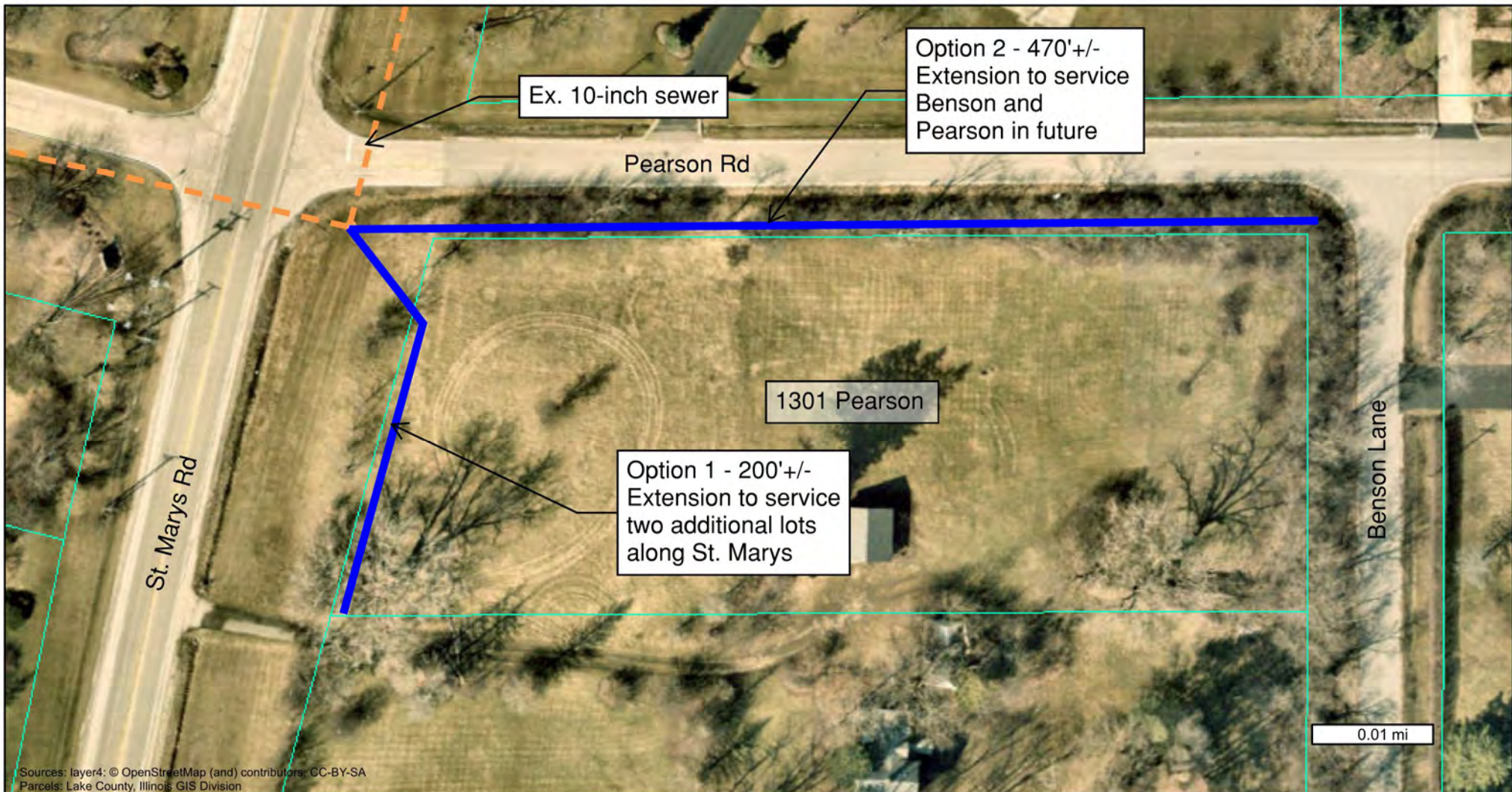
Benjamin W. Metzler, PE

Clark Dietz, Inc. 625 57th Street, 6th Floor, Kenosha, WI 53140

p 262.842.2420 / c 847.525.9006

ben.metzler@clarkdietz.com / clarkdietz.com

Lake County, Illinois



Lake County, Illinois



Map Printed on 8/24/2023



- Override 1
- ▣ Override 1
- Tax Parcel Lines
- Tax Parcel Information

Disclaimer:

The selected feature may not occur anywhere in the current map extent. A Registered Land Surveyor should be consulted to determine the precise location of property boundaries on the ground. This map does not constitute a regulatory determination and is not a base for engineering design. This map is intended to be viewed and printed in color.

caitlin.wagener@greenoaks.org

From: Public Works <publicworks@comcast.net>
Sent: Tuesday, August 22, 2023 3:26 PM
To: William Rickert
Cc: John Wagener; GreenOaks; Denise Kafkis; rmagna@maglaw36.com; Derek Anderson; Chris Bouchard; Ben Metzler (Ben.Metzler@clarkdietz.com)
Subject: Re: Waukegan Water Billing True-up
Attachments: image001.png; Untitled attachment 00022.htm; image002.jpg; Untitled attachment 00025.htm; mime-attachment.eml (338 KB); Untitled attachment 00033.htm; Exhibit A - Adjusted Waukegan WY2022 Billing.pdf; Untitled attachment 00036.htm; Exhibit B- Adjusted Waukegan WY2023 Billing - 1st 3 Quarters.pdf; Untitled attachment 00039.htm

Let's discuss at the COW meeting. We might want to raise this now to show good faith. JTW

John Wagener
Trustee-Public Works
847-549-0903

 www.RecycleFirstTrashLast.org

On Aug 22, 2023, at 12:24 PM, William Rickert <wrickert@hmgengineers.com> wrote:

All,

As there continued to be issues with the Waukegan master water meter during Water Year 2022 (10/1/21 – 9/30/22), it was again necessary to apply an adjustment factor to the Village's billed water volume in order to determine Waukegan's water supplied volume for purposes of the Water Year 2022 IDNR Audit. As noted in my 8/3/2023 email (copy attached), I recommended that the 1.04 adjustment factor again be used. After receiving concurrence from John, I contacted Waukegan Water Superintendent Antonio Dominguez, and also received his concurrence. I then subsequently finalized and transmitted the IDNR Audit last week.

Based on the 1.04 adjustment factor, the true-up calculations for Water Year 2022 are included in the attached Exhibit A. These calculations show that Waukegan underbilled the Village by \$8,073.94.

I also performed the true-up calculations for the first three quarters of Water Year 2023. As shown in the attached Exhibit B, these calculations show that Waukegan has overbilled the Village by \$31,996.22 for this nine month period. Therefore, the Village may want to wait until the end of Water Year 2023 and present the true-up calculations for both years to Waukegan at that time.

Please let me know your thoughts.

Thanks,

Bill

EXHIBIT A
WAUKEGAN WATER BILLING ADJUSTMENT/TRUE-UP
WATER YEAR 2022
VILLAGE OF GREEN OAKS
10/1/21- 9/30/22

Quarter Ending	Metered Water Consumption (Gallons)	Water Purchased From Waukegan	Amount Billed By Waukegan	Rate (\$/1,000 Gal.)		Adjusted Water Purchased From Waukegan [2]	Adjusted Amount Billed By Waukegan [2]
12/31/2021	7,997,563	1,695,000	\$37,525.29	\$5.61		8,317,466	\$46,660.98
3/30/2022	7,767,560	6,840,000	\$38,372.40	\$5.61		8,078,262	\$45,319.05
6/30/2022	11,865,053	12,378,000	\$70,456.54	\$5.61/\$5.72	[1]	12,339,655	\$70,130.37
9/30/2022	13,785,531	15,680,000	\$89,689.60	\$5.72		14,336,952	\$82,007.37
Total	41,415,707	36,593,000	\$236,043.83			43,072,335	\$244,117.77

Additional Amount Due to Waukegan = \$8,073.94

NOTES: [1] \$5.61/1,000 gallons for April and \$5.72/1,000 gallons for May & June

[2] Based on Village metered water plus 4%

EXHIBIT B
WAUKEGAN WATER BILLING ADJUSTMENT/TRUE-UP
WATER YEAR 2023 - 1st THREE QUARTERS
VILLAGE OF GREEN OAKS
10/1/22- 6/30/23

Quarter Ending	Metered Water Consumption (Gallons)	Water Purchased From Waukegan	Amount Billed By Waukegan	Rate (\$/1,000 Gal.)		Adjusted Water Purchased From Waukegan [2]	Adjusted Amount Billed By Waukegan [2]
12/31/2022	8,175,723	12,422,000	\$71,053.84	\$5.72		8,502,752	\$48,635.74
3/30/2023	7,100,484	9,059,000	\$51,817.48	\$5.72		7,384,503	\$42,239.36
6/30/2023 [3]	13,049,007	13,542,000	\$81,142.59	\$5.72/\$6.07	[1]	13,542,000	\$81,142.59
9/30/2023	N/A	N/A	N/A	\$6.07			
Total	28,325,214	35,023,000	\$204,013.91			29,429,255	\$172,017.69

Additional Amount Due to Waukegan = **-\$31,996.22**

NOTES: [1] \$5.72/1,000 gallons for April and \$6.07/1,000 gallons for May & June

[2] Based on Village metered water plus 4%

[3] No adjustment necessary as water purchased was 4% greater than water billed

From: William Rickert <wrickert@hmgengineers.com>
Sent: Thursday, August 3, 2023 11:47 AM
To: John Wagener
Cc: GreenOaks; 'Denise Kafkis'; rmagna@maglaw36.com; Derek Anderson; Chris Bouchard; Ben Metzler (Ben.Metzler@clarkdietz.com)
Subject: Waukegan Water Billing
Attachments: 2nd Quarter 2023 Water Consumption.pdf; RE: Waukegan Water Billing (180 KB)

John,

I have now received Waukegan's 2nd quarter water bills and the Village's 2nd quarter billing report. The comparison is shown on the attachment.

This comparison shows that Waukegan supplied 4% more water than Green Oaks billed to its customers. Interestingly this is exactly the amount that I had recommended, and both the Village and Waukegan agreed upon, to be used as an adjustment factor for the Water Year 2021 water supplied in the IDNR audit. As you will recall, since Waukegan's master meter was not operational during much of Water Year 2021, we had to apply an adjustment factor (multiplier) to the Village's billed water volume to determine the volume of water supplied by Waukegan. Based on our agreement with Waukegan at our meeting on September 8, 2022, after the first full quarter of Waukegan's new master meter being in operation, a comparison of water billings was to be performed; and a true-up adjustment made, if necessary, to the 1.04 adjustment factor. Unfortunately, the 1st quarter comparison showed an unrealistic 1.28 ratio of water supplied by Waukegan versus water billed by Green Oaks (see my 4/27/23 email, copy attached).

At this time I don't have an explanation for the 1st quarter 2023 water billing comparison. Based on their track record, I suspect that it may be attributable to a glitch in Waukegan's billing system. However, based on the 2nd quarter 2023 water billing comparison, I recommend that we again propose a 1.04 adjustment factor be used to determine the volume of water supplied by Waukegan for purposes of the Water Year 2022 IDNR Audit. I also recommend that we take the position with Waukegan that no true-up is required for the Water Year 2021 because the 2nd quarter 2023 results confirm the validity of the 1.04 adjustment factor.

Finally, I believe that we still need to install the new testing vault and have M. E. Simpson test the master meter. Going forward, the meter should then be tested annually.

Please let me know if you concur with my recommendations. If so, I will contact Antonio Dominguez, the Waukegan Water Superintendent, and let him know what we are proposing. If Waukegan concurs, I will then be able to finalize the Water Year 2022 IDNR Audit.

As always, please call if you wish to discuss this in more detail.

Thanks,

Bill



William R. Rickert, P.E., BCEE, CFM
Senior Consultant
wrickert@hmgengineers.com
O: (847) 362-5959
C: (847) 902-4574



August 28, 2023

Mr. Chuck Polito
Director of Operations
Everlast Blacktop, Inc.
7N540 IL Rt 25
Elgin, IL 60120

Re: Village of Green Oaks - 2023 Roadway, Sidewalk and Drainage Improvement Project
O'Plaine Road Paving – Ride Issues

Dear Mr. Polito,

Everlast Blacktop performed surface paving of O'Plaine Road on July 25, 2023. CDI staff observed the ride quality was rough and not characteristic of a newly-paved road shortly after paving. Everlast Blacktop was made aware of this issue on several occasions, and formally in writing on August 9, 2023. Additionally, Village residents have also commented on the poor ride quality.

The ride quality and condition of the asphalt surface are not acceptable. Everlast shall propose a remedy to address the poor ride quality and defective paving by the end of business on September 1, 2023 for review and approval by the Owner/Engineer. This remedy shall be completed to the Village's satisfaction by the end of this construction season and within temperature specification.

Additionally, Everlast Blacktop will be responsible for the costs incurred by the Village for repair of defective work (Article 14.03 Paragraph F of EJCDC General Conditions), including costs for inspection/observation.

Sincerely,

Clark Dietz, Inc.

A handwritten signature in blue ink, appearing to read "Benjamin W. Metzler".

Benjamin W. Metzler, P.E.
Village Engineer
E-mail: ben.metzler@clarkdietz.com

cc: Mr. Bernard Wysocki, Village of Green Oaks
Mr. Dan Sugrue, Village of Green Oaks
Ms. Denise Kafkis, Village of Green Oaks
Mr. Rudy Magna, Magna Law Offices
Mr. Derek Tanner, CDI

From: Benjamin W. Metzler <Ben.Metzler@clarkdietz.com>
Sent: Tuesday, September 5, 2023 5:22 PM
To: bernard.wysocki@greenoaks.org; Denise Kafkis; dan.sugrue@greenoaks.org
Cc: illini20@aol.com; Derek M. Tanner; caitlin.wagener@greenoaks.org; Aaron P. Poster; 'Rudy Magna'
Subject: Everlast Response Letter
Attachments: Everlast Blacktop_20230905_171146.pdf

Good Afternoon Bernie, Dan and Denise,

Everlast provided their response letter this afternoon (see attached). Their proposed solution is milling and overlaying of O'Plaine Road. Everlast has requested that the Village contribute to the repair for several reasons, primarily the project being under budget. They also cite delays and material cost increases, neither of which are the Village's responsibility. We do not recommend the Village contribute any monies unless Everlast can demonstrate this issue is a result action/inaction on the part of the Village or Engineer.

Additionally, in speaking with Chuck Polito, he confirmed that the machine they used to pave O'Plaine has not been used to pave surface since this project was completed, confirming that there are ongoing issues with the paving machine. This fact is further validation that the defective pavement is a workmanship issue.

We recommend the Village accept the remedy with the caveat that no Village funds will be used to pay for the work. Additionally, we recommend the mill depth be set at 1.75-inches, consistent with the design, instead of the 1.5-inches presented.

I will be prepared to discuss this at the committee meeting tomorrow and will prepare a formal response after receiving concurrence from the Village.

Thanks.

Ben

Benjamin W. Metzler, PE

Clark Dietz, Inc.
262.842.2420

From: Chuck Polito <chuck@everlastblacktop.com>
Sent: Tuesday, September 5, 2023 4:54 PM
To: Benjamin W. Metzler <Ben.Metzler@clarkdietz.com>
Subject: response letter

--

Please see attached



Dear Ben,

We would like to address the matter concerning the Surface ride on Oplaine Road in Green Oaks, Illinois, as per your recent communication.

We have conducted a comprehensive evaluation of the road utilizing a DOT-approved methodology and will be furnishing the testing report shortly. In the course of these examinations, we did identify minor irregularities in the road surface, primarily in proximity to intersections, which is a common occurrence due to grade variations in such areas. Additionally, there were sporadic issues noted outside of intersections, as detailed in the report, although these do not warrant classifying the pavement as non-compliant.

Furthermore, upon our review of the road surface itself, we can confirm that it remains in good condition, with a sealed mat and no signs of tearing.

Our testing and inspection align with the DOT inspection criteria for the road's speed limit, indicating that the work has been completed satisfactorily.

We acknowledge that there have been concerns raised by local residents, which appear to be opinion-based. Our primary goal is to ensure the Village's satisfaction with the project and reach an equitable solution for all parties involved.

To this end, we propose the following course of action, which we believe is fair and mutually beneficial. We suggest milling 1.5 inches off the entire street's surface and replacing it with a new 1.5-inch surface course. Considering the substantial cost involved in this undertaking, we propose sharing the financial responsibility with the Village. It's worth noting that throughout the duration of this project, our company has been flexible, accommodating changes as requested by the construction managers, performing additional work as needed, and enduring significant delays and financial losses caused by external factors, such as delays from the gas company and adjustments to supply and equipment expenses. As a result, we have managed to keep this project well below budget.

Our intention is to foster a long-term relationship with the Village, and we are confident that, by working collaboratively, we can resolve this matter to the satisfaction of all parties involved. We kindly request your review of our proposal and encourage you to reach out with any questions or concerns you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Polito", written over a white background.

Chuck Polito
Director of Operations
Everlast Blacktop Inc.